

City Council of Peachtree City
Agenda
October 16, 2008
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Mark Brown for 15 Years of Service
 - Recognize Tom Hughey for 30 Years of Service
 - Announce Sany America Donation to the Recreation Department for 50th Anniversary Celebration
 - Proclamation for Colonial Heritage Month
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - September 4, 2008, Regular Meeting Minutes
 - September 18, 2008, Regular Meeting Minutes
 - October 7, 2008, Special Called Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Amendment to Fire Sprinkler Ordinance
 - 2. Consider Appointments to PCTA – Eva Durham, Veronica Ross (Alternate)
 - 3. Consider Appointments to Planning Commission – Larry Sussberg, Joe Frazar,
Lynda Wojcik (Alternate)
 - 4. Consider Appointments to DAPC – Tom Hamall, Greg Durham (Alternate)
 - 5. Consider Acceptance of Sany America Donation to City's 50th Anniversary Celebration
 - 6. Request to Surplus Goods Purged by Superior Court Judge
 - 7. Consider Stormwater Drainage Easement
 - 8. Consider Budget Amendments – FY 2009
- IX. Old Agenda Items
- X. New Agenda Items
 - 10-08-01 Citizen Request to Address Council - Rules for LSMVs
 - 10-08-02 Consider Modification to City FY2009 Budget
 - 10-08-03 Consider Modifications to PCTA Lease and Hotel/Motel Tax Agreements
 - 10-08-04 Consider Acceptance of Amphitheater Manager Contract
 - 10-08-05 Consider Update to CAR 8-2, Travel Expenses
 - 10-08-06 Consider Update to CAR 7-3, Credit Card Policy
 - 10-08-07 Consider Reclassification of Training Lieutenant
 - 10-08-08 Request from Civic Association to Address Council Regarding Buffer Standards
- XI. Council/Staff Topics
 - Update on Buffers for Wilshire Commercial Area
- 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
September 4, 2008
7:00 p.m.

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

Announcements, Awards, Special Recognition

Frank Rotondo of the Georgia Association of Chiefs of Police presented Police Chief Skip Clark and Captain Rosanna Dove with the state certification award. Mayor Logsdon read a proclamation for American Constitution Week (September 17 – 23, 2008).

Public Comment

Marcia Hendershot addressed Council concerning the proposed franchise for trash service. She suggested that each neighborhood contract with the vendor of their choice, which would consolidate the routes and cut down on truck traffic. Juan Matute also addressed trash service. He asked Council to join Mayor Logsdon in educating citizens on the issue. Matthew Russom, whose company handled the sound and lighting at the Frederick Brown, Jr., Amphitheater, told Council that his company wanted to help bring the Amphitheater back. Lynda Wojcik noted the need for beautification along the railroad tracks on GA 74. She said the area was in the forefront, and it looked ugly.

Agenda Changes

There were none.

Minutes

Sturbaum moved to approve the August 21, 2008, regular meeting minutes as written. Haddix seconded. The motion carried unanimously.

Monthly Reports

Logsdon noted that everything in the budget appeared to be on schedule. Logsdon also noted there was an additional document on the dais – the list of donations made to the City in July. He asked Financial Services Director Paul Salvatore if anything jumped out when comparing the budget actuals to the projected budget. Salvatore said there was nothing yet. He pointed out that the end of September was also the end of the fiscal year, and he would do a full analysis on where the budget was compared to the projections at that time. Plunkett asked for a copy of the City's policy on how donations were solicited. City Manager Bernard McMullen said there was not a policy. Historically, there were organizations that gave donations to the Police Department for programs and the Recreation Department for events. He noted that Leisure Services Director Randy Gaddo had a policy for sponsorships at the Baseball/Soccer Complex. He said he would check into it and get back to Plunkett.

Boone pointed out that the cost of vandalism repairs had almost tripled (\$13,081 year-to-date for 2008 compared to \$4,528 for year-to-date for 2007). Public Services Director Tom Corbett

verified that the dollar amount had tripled. He said the repair costs included replacing stolen signs, painting over graffiti, and replacing burned trash cans. The costs for the year were primarily related to graffiti. He said there had been a lot of graffiti this year, especially in the path tunnel under GA 54 near McDonald's. Boone said vandalism had seemed to be more prevalent this summer. Corbett agreed. His department was working with the Police Department to try to catch the vandals, but it was very expensive. Plunkett said fine money for those that were caught could help with the problem, as well as help parents realize that the vandalism was expensive. Chief Clark said that some of the vandals had been caught, and the Department had suggested to Juvenile Services that their community service should include having to clean-up the graffiti. They were looking into some technology to help in the tunnels. Officers were spending more hours on the paths, but the vandals were usually gone by the time they received the call and could get to the location. Rewards were offered. Residents could help by reporting the vandalism when they witnessed it. Sturbaum and Plunkett agreed that community service might help, especially if it was done when their peers were using the paths. Logsdon said everyone should keep a camera with them, so they could take pictures of those doing the vandalism while it was happening.

Consent Agenda

1. Consider FY 2009 Official Intent Resolution

Plunkett moved to approve the FY 2009 Official Intent Resolution. Sturbaum seconded. The motion carried unanimously.

Old Agenda Items

08-08-11 Public Hearing – Consider Variance Requests (3) – SANY, Wetland Buffer

City Planner David Rast gave an overview of the requests for variances for three sections of the Land Development Ordinance – Section 1004(b)(2) Watershed Protection Ordinance, Section 1005.4(c)(15) Erosion Control and Sedimentation Control Ordinance, and Section 1012.5.1 Metropolitan North Georgia Water Planning District Stream Buffer Ordinance. Rast noted that two of the ordinances had been mandated by the state, and the third had been in place for years. He noted that the 228-acre site on the south end of the City included over 100 acres of floodplain associated with Line Creek, wetlands and other stream areas. The City started working with SANY over a year ago. The conceptual site plan was approved on March 24, and the final site plan approved on July 17. Phase 1 included 360,000 square feet of assembly space, a 100,000 square-foot distribution building, a 163,000 square-foot office building, parking for the employees, service drive, and equipment storage areas.

Rast continued that an unnamed intermittent stream bisected the site, and SANY proposed to fill over 400 linear feet of the stream and just over one-half acre of associated buffer of the stream. SANY had applied for the permits required from the state's Department of Natural Resources (DNR), which regulated state waters, to do that, and they were currently in the 30-day public advisory period. SANY also applied for a Section 404 permit from the United States Army Corps of Engineers (USCOE), which regulated existing wetlands. Approximately 4.8 acres of wetlands on the overall site would be filled. The City had three ordinances that required buffers in addition to what the state required for wetlands areas. The Watershed Protection Ordinance required a 25-foot undisturbed buffer adjacent to all state waters. The Soil Erosion and

Sedimentation Control Ordinance required a 25-foot undisturbed buffer along the stream on the site. The Metropolitan North Georgia Water Planning District Stream Buffer Ordinance required a 50-foot undisturbed buffer and an additional 25-foot impervious surface setback adjacent to all streams.

Rast continued that, the way the City's ordinances were currently written, staff could not grant administrative variances if the applicant was successful in obtaining the required permits from DNR and the USCOE. Staff's position was that, if the DNR and USCOE approved SANY's applications, then the Council should approve the variance requests for the specific areas.

Rick Lindsey addressed Council on behalf of SANY America. (A copy of Lindsey's PowerPoint presentation is included in the official meeting file.) He showed where the stream bisected the property, adding that a variance had been granted so Cooper Lighting could fill in the portion of the stream on their property. SANY needed to fill in the intermittent stream in order to construct one of the assembly buildings. They also knew they would have to work with DNR and the USCOE because of the wetlands. That process began after City approved the final site plan on July 17.

Lindsey continued that the City had granted the land disturbance permit for the non-wetlands areas on August 6. The USCOE had been asked for two Section 404 permits, an individual permit and a nationwide permit. The nationwide permit was easier to obtain and involved moving the sewer line to the lower end of the property, and had been granted. They were in process of getting the individual permit, which had been approved, contingent on getting the required stream buffer variance from the DNR. He noted that the 30-day public comment period on the permit requests to the DNR would end on September 6.

During the last few weeks, Lindsey had been working on the declaration of conservation covenants and restrictions filed with the USCOE. The USCOE and SANY had worked out the dedication of 40 acres of land along Line Creek that would be protected forever and never impacted by anyone else in the chain of title. SANY was impacting approximately four acres of land and giving up 40 acres. SANY was also purchasing some wetlands mitigation credits from the USCOE. The proposed declaration of covenants had been sent to the USCOE, and Lindsey anticipated getting that back in a week. The variances were really conditional. If SANY did not get the permits from DNR and the USCOE, then the City variances would not be needed. He asked the City to grant the conditional variances. He introduced Kevin Woods of SANY America and Jason Walls of Integrated Science & Engineering, who were available to answer any questions.

Logsdon opened the public hearing.

Dennis Chase, president of the Line Creek Association, said he had received the notice regarding the public comment period. He had contacted SANY's consultant and had been impressed by their plan. He also met with the construction supervisor, who had given him free access to the site. Chase said he always expected erosion issues on construction sites, but there had been three days of heavy rains prior to his visit, and no sediment had left the site. They were doing an

outstanding job. He added that he had no concerns with the plan, and filling the stream would not be a major problem. He had reviewed the mitigation plan, which was straightforward. Chase said this was the way projects should work.

Lynda Wojcik said she was against the variance requests. They knew there were 100 acres of wetlands on the property when they bought it. The point of the ordinance was to protect the wetlands. SANY should be dedicating more than 40% of the 100 acres. Lindsey noted that SANY was not building in the 100-acre wetlands. The 40 acres would be placed in a wetlands trust. The 60 acres of wetlands would not be touched. Wojcik said they should put the entire 100 acres in the trust.

The public hearing closed.

Plunkett asked City Attorney Ted Meeker if the approval could be contingent upon setting of the 40-acre conservation trust. Meeker said they could, but the approval should also be contingent upon getting the other approvals.

Haddix asked if the 40-acre wetlands area would be isolated or if the public would be allowed access to it. Lindsey said the area was along Line Creek and could be accessed from Line Creek, but there would not be a path through SANY's property to get back to the area. He stressed there could be a safety issue with the heavy equipment that was being used. The Corps of Engineers would dictate what would happen in the 40 acres. Chase said there were some specialized research projects in the wetlands and on the stream he would like to work on with students, and SANY representatives had said it would be allowed. Logsdon noted that the tract was privately held land, and access would have to be controlled.

Plunkett asked who would administer the wetlands trust. Lindsey said the trust would stay with the USCOE's bank. Access to the area would depend on their policy. SANY would have the Chinese gardens, so there would be some public access. SANY wanted to be a good corporate citizen, so access to the wetlands area could probably be requested. Plunkett said it would also be contingent upon what the USCOE said. Lindsey agreed.

Boone asked about the variances the City granted to Cooper Lighting regarding the wetlands. Rast said the variances had been granted in the early 1990s, prior to the City's current ordinance. He had not been able to find any record of a variance, but the stream did go through the Cooper property. At the August 21 meeting, Rast said he thought there had been variances for Cooper, but he had not been able to find anything. The stream appeared to start on the SANY tract. He apologized for the incorrect information. Boone asked if the stream flow circumvented where the construction could go. Jason Walls said there were only 74 acres of wetlands that were located 100% in the floodplain. In addition to the on-site preservation, they were obtaining 20 to 30 wetlands mitigation credits from a private mitigation bank.

Plunkett moved to grant a variance for the following ordinance sections – Section 1004(b)(2) Watershed Protection Ordinance, Section 1005.4(c)(15) Erosion Control and Sedimentation Control Ordinance, and Section 1012.5.1 Metropolitan North Georgia Water Planning District's

Stream Buffer Protection Ordinance. This approval by the Council would be contingent upon the applicant obtaining the variances from the Georgia Department of Natural Resources and a permit from the United States Corps of Engineers, submitting copies of these documents to City staff for the City's records, and that the declaration of conservation covenants and restrictions was set up for the 40 acres. Boone seconded. The motion carried unanimously.

08-08-20 Consider Sewer Easement – New Meade Field Pump Station and Force Main
Logsdon noted additional documents on the dais – a letter to Larry Turner from the SPP Commercial Group, owner of the Southern Pines Plantation Center, and a memo from Fayette County. City Engineer Dave Borkowski said the City received a memo from Fayette County earlier that day that outlined the County's issues and concerns with the sewer easement. Since the August 21 Council meeting, staff had also met with Water and Sewerage Authority (WASA) General Manager Larry Turner and Jim Huffstetler, the senior land development manager for SPP Commercial Group. Borkowski said that Huffstetler had reiterated that his company would not develop the commercial center to a greater density than what the County had approved in 2000. If they wanted more density, SPP would have to either request another rezoning from the County or request an annexation from the City.

Turner pointed out that, if the easement were not granted, there would be a potential for a proliferation of pump stations, which was not economical or good for the environment. The property owners got together with WASA to come up with a master plan to serve the area in an economical and environmentally-friendly way. Turner briefly went over the plan, a copy of which is included in the official meeting file. Dominion Partners, owners of the Somerby senior adult project, Southern Pines Plantation, and WASA were the major players, and each would contribute \$200,000 to build the pump station and force main. WASA would increase its connection fees for the properties in the area to recover its investment. From an environmental point of view, the access to sewer did not alleviate the need for an on-site system for the Southern Pines center. Only about 26 acres of the 80-acre tract would be developed. The remaining acreage would be donated to the County as greenspace. Turner said he had given some misinformation on the density, and he had found that the approved density was much lower than what he previously told Council.

Rast reported that he had spoken with Pete Frisina, Fayette County's planner, who clarified that the County had approved the retail/office development totaling 162,000 square feet plus the outparcels on GA 74. The rear portion of the property would remain zoned Agricultural-Residential, the County's designation for AR zoning. A creek separated the property from Meade Field, and a portion of the property was also zoned Office Institutional (OI). At the time of the rezoning, they had dealt with a spray irrigation system. The property, originally zoned AR was rezoned on December 14, 2000, and 21.8 acres was rezoned to Community Commercial, 5.8 acres were rezoned to OI, and the remainder remained AR. The retail component of the plan was just over 111,000 square feet. The office component was almost 42,000 square feet. Rast reiterated that the commercial center's owner planned to stay with the plan adopted by the County. They intended to follow through with those plans, with the exception of hooking up to the City's sewer to lessen the impact of the center on the environment. For comparison, the square-footage of all three phases of Kedron Village totaled over 500,000 square feet.

Borkowski added that one of the concerns in the County's letter dated September 4, 2008, was that the density of the project could be increased if it was annexed into the City.

Plunkett noted that the 54 overlay looked different. Rast explained that the County had its own overlay for the area on GA 54 between the Fayetteville city limits and the City's boundary. The County's 54 overlay district required a 100-foot setback from the highway. There were also specifics about the design on the buildings. The 100-foot buffer was a landscaped buffer rather than the natural buffer required by the City. He added that the County's parking lot design standards were not as stringent as the City's. Plunkett said there were some significant differences between the County's overlay district and the City's requirements.

Plunkett asked for details on the planned septic system. Walls explained the system, which would be very large and would disperse into the soil. It was designed to standard, with a primary system and a 100% back-up.

Haddix said the sewer line would be within 200 feet of a lot of County property, and the City would not be able to stop people from tapping into the line. Turner said there was not much else to serve in the area, and he went over the area on an aerial map. Rast pointed out the parcels on septic and sewer. Haddix said that, in the future, any of the property owners could sell their property and bring in dense retail. Sewer was the City's method of control. Logsdon said that was speculation, and that neither this Council nor the Board of Commissioners would allow retail in the area Haddix referred to. Haddix said this Council could help future Councils by not letting it start.

Plunkett said having the Dominion Partners' project on sewer would be a good thing. Her preference was to have the County's commercial project on sewer, but the line should not go in to the north until there were assurances regarding the development plan. Haddix said the City could not deny access to sewer for anyone within 200 feet of the line. Logsdon said the City could use sewer access to limit density, but it made no sense not to give sewer access to those already in the area. Boone said the possibility of a septic failure at the commercial development was a big concern to him. The City had already denied Senoia access to sewer. Plunkett said that any property in the County within 200 feet of the line that wanted access was a huge problem. The door should not be opened. Haddix said there would be access within 200 feet of the line for some County property and some out-of-County property. Borkowski showed the area where the line would go on the aerial photograph. The line would remain inside the City limits, but it was right next to the County boundary. It was a quarter of a mile from the City's boundary with Coweta County. Logsdon said he would prefer to have the commercial development inside the City, but granting the easement provided the City the opportunity to negotiate to expand Meade Field if the developer were to request annexation.

Beth Pullias asked how, or if, the pump station would impact Meade Field and how extending sewer outside the City would affect the capacity of sewer for the West Village or any other area of the City. Turner said the impact to Meade Field would be minimal. There was already a pump station at the field, which would be replaced by this one. It would also allow Meade to be on sewer. A septic field currently served the recreation area. Plunkett pointed out that the septic

system's drain field could be used for something else. Turner added that capacity was not an issue for the sewer system; approximately half of the available capacity was being used. Servicing additional properties would help WASA's financial situation. Turner said the sewer rates were the same for customers outside the City limits, but the construction and connection fees would be higher.

Turner said he understood that the City needed to talk to the County, but he pointed out that Dominion needed a decision on whether the sewer would be available or not. If it would not be, then Dominion had to put in a septic system to serve their project and the Columbia Properties commercial project. Logsdon said he did not see extending the sewer line in the area as opening Pandora's box.

Meeker reminded Council that the agenda item was not to extend the sewer, but to grant an easement for the pump station. The intergovernmental agreement between the City and WASA required WASA to come back to the Council for approval to run the line outside the City limits. His concern was the impact if the state changed its position on connecting to available sewer. For now, nothing would happen unless Council approved connection. His concern was if a property owner within the 200-foot distance from the sewer line asked for sewer and the state changed its position to require the connection.

Plunkett asked Turner how much it would cost for a home to hook up to the sewer line. Turner said it would cost more than \$10,000.

Turner addressed Meeker's concern about the 200-foot availability of sewer and the state regulations. Meeker verified that, to date, the state had not required connection. Turner said if the easement was granted with the condition that access was not given to the Plantation commercial center, the deal was dead; the development would continue with on-site septic.

Logsdon asked Turner how much it would cost for Dominion to build its own system. Turner said he did not know, but they would have to build their own pump station. Walls, who was also working on the Dominion project, said it would cost more than \$400,000.

Haddix said that, with increasing density, there would be a mandate at some point that all properties be on sewer. Plunkett said sewer would be better. Logsdon said he would rather have the commercial project on sewer than having a giant septic tank close to Line Creek.

Lynda Wojcik asked if the City could ask SPP and the County to put deed restrictions for no building on the 52 acres that were to remain AR zoned. Plunkett agreed.

Sturbaum read from the staff memo presented at the August 21 meeting – *The only control the County will have is in the Land Disturbance permit process, but they will not be able to deny the sewer access. Staff has contacted the County to ascertain their position on this as well. This sewer extension may also enable the adjacent property owner to connect to sewer and not have to be annexed into the City.*

He asked if the commercial center would be required to tap into sewer if they were within 200 feet, or if they could not be denied if they requested the connection. Meeker said that currently the question was whether Council would allow sewer connection outside the City limits. Haddix said that all led back to annexation, and there was clear division on Council on that issue.

Plunkett said she had more questions about the County property in the area, a specific delineation on who was getting what property and how it was zoned, and information on any tree-save buffers. Sturbaum said he wanted to see the County's 54 overlay. Plunkett said the City had more negotiation control over new projects, because sewer was a better option than septic. In this case, they would be giving sewer to a project that was already allowed. She wanted it to look like the City. Council needed to get what was best for the City.

Borkowski said he did not recall reading anything that said the 50 acres was a donation to the County. He understood that the land was to remain open space. Logsdon said he understood that the land was to be donated for recreational purposes. Jim Wells of SPP told Council that they would get the best of both worlds with the commercial development – a project developed to the County's 54 overlay standards with its landscape and architecture restrictions, which were more restrictive than the City's. He added that they had committed to donating 50 acres to the County for open space, but some of the property would be used for stormwater detention. The City and County could work together on Meade Field or walking trails. Logsdon asked for clarification on whether the donation was specific to recreation. Wells said it was specific to open space, septic, stormwater, utilities, and preservation of the wells. If the project could connect to sewer, then there would be the 10 acres reserved for the septic fields that would be available for ball fields or parks. The only thing that would go on the 50 acres would be stormwater, and the rest would be available for public use.

Plunkett moved to continue to September 18 to get answers to specific questions. Boone seconded. McMullen clarified the specific information Council wanted – a copy of Fayette County's 54 overlay, open space documentation, a conversation with the County on whether there was any objection to the developer donating a portion of the open space next to Meade Field to the City, which would need to be annexed in if it was done. The motion carried unanimously.

New Agenda Items

09-08-01 Consider Bid – Bridlepath Drainage Improvements

Stormwater Manager Mark Caspar asked Council to approve the lowest bid from Guthrie Construction of Tyrone for \$206,127.15. He noted that six bids were received, and the closest bid to Guthrie's was \$92,000 higher. The path would be realigned due to flooding and water over the spillway.

Sturbaum moved to approve the bid from Guthrie Construction, Inc., for an amount not to exceed \$206,127.15 for the Bridlepath multi-use path realignment project. Haddix seconded. The motion carried unanimously.

09-08-02 Consider GEMA Statewide Mutual Aid and Assistance Agreement

Fire Chief Ed Eiswerth said the agreement was a continuation of being prepared for an emergency. Pete Nelms, the County's emergency management director, had noticed that the City had never signed an agreement with the Georgia Emergency Management Agency.

Boone moved to approve the GEMA statewide mutual aid and assistance agreement and authorize the Mayor to sign. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Sturbaum asked if there was an update regarding a concession stand at Braelinn Field. McMullen said that he did not have the information, but he would discuss it with Leisure Services Director Randy Gaddo.

Boone asked about the CSX golf cart bridge. McMullen reported that two of the three easements had been finalized. There was an issue with Cousins Properties regarding the value of the property. The City's consultant was working on it.

Sturbaum moved to convene in executive session to discuss pending litigation at 8:59 p.m. Haddix seconded. Motion carried unanimously.

Sturbaum moved to reconvene in regular session at 9:15 p.m. Haddix seconded. Motion carried unanimously.

There being no further business to discuss, Boone moved to adjourn the meeting. Haddix seconded. Motion carried unanimously. The meeting adjourned at 9:16 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Meeting
September 18, 2008
7:00 p.m.

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

Announcements, Awards, Special Recognition

Della Riemersma, the controller for Nissan/Kia South, announced that the car dealership was donating funds to purchase 30 tasers for the Police Department. Mayor Logsdon recognized Brad Owens of the Police Department as the Employee of the Month.

Public Comment

Marcia Hendershot addressed Council regarding one-provider trash service, noting that it would be a gain if it saved residents money, especially if recycling was included. Personal freedoms should be set aside for the greater good. She added that education on the benefits of one provider would be critical.

Robert Brown expressed concern about safety on the golf cart paths, noting that golf cart drivers were not alerting people that were walking that they were coming up behind them. He said the rules should be enforced, and that the information should be included in more media sources or in the stormwater assessments.

Al Yougel, executive director of Keep Peachtree City Beautiful, reported on the results of the litter attitude survey. There had been 370 responses, almost one percent of the City's population, and 56% of those responses had been to the online survey on the City website. Yougel continued that 79% thought litter was a problem (six percent did not know), 56% thought there was more litter on the paths than on the streets (23% did not know), 84% thought littering was a crime, 88% wanted stronger enforcement of the litter laws, 67% would report littering if they saw it, 35% had seen/heard a litter prevention message in the City, 62% thought more trash cans were needed on the paths (14% did not know), and 32% did not pick up litter on a regular basis.

Agenda Changes

Plunkett moved to remove Item #5 from the Consent Agenda and add it to New Agenda Items. Boone seconded. The motion carried unanimously.

Minutes

Boone moved to approve the September 2, 2008, workshop minutes as written. Haddix seconded. The motion carried unanimously.

Consent Agenda

1. Alcohol License – Change in Ownership, Licensee & License Representative – Brandon's Package Store
2. Consider Police Department Taser Program Donation
3. Consider Donation/Lease Agreement with Bulldog Supply
4. Consider Purchase of Rhino 450 Multi-Purpose Vehicle for Police Department

Plunkett moved to approve Consent Agenda items 1-4. Sturbaum seconded. The motion carried unanimously.

Old Agenda Items

08-08-20 Consider Sewer Easement – New Meade Field Pump Station and Force Main & Sewer Connection for Southern Pines Plantation Property

City Engineer Dave Borkowski noted that Council had asked for additional information at the September 4 meeting, including a copy of the County's GA 54 West overlay, some open space documentation, and to talk to the County about donating a portion of the open space located next to Meade Field. He pointed out that the GA 54 West overlay and zoning documents had been included in the agenda packet for the meeting, and the City Planner would address that. Borkowski showed an updated drawing of the area (A copy of the drawing is included in the official meeting file), and went over the areas on sewer and septic in the vicinity of the Plantation Center. Borkowski said he had spoken to County Planner Pete Frisina about the donation of property to expand Meade Field, but the City would need to make a formal request to the Board of Commissioners at the appropriate time. Borkowski also showed the stream buffers for Plantation Center. The buffers around the creeks were 100 feet, and there was also a 50-foot setback for impervious surfaces. The floodplain for Line Creek did not come up to the commercial property, but was mostly on Meade Field. Borkowski also addressed the relationship of proposed sewer line to Brechin Park and pointed out the location of the pump station and sewer line. Based on his calculation, Brechin Park could not hook up to sewer under the 200-foot rule. Borkowski noted that the Peachtree City Water and Sewerage Authority (WASA), via a letter dated September 9, 2008, had amended its request for the sewer easement and asked that the City approve a sewer extension to the Southern Pines Plantation property.

City Planner David Rast went over the differences and similarities between the City's zoning districts and the County's zoning and GA 54 West overlay, which the County required as condition for the rezoning for the Plantation Center. He said the County had rezoned the commercial center property to Office Institutional (OI) and Community Commercial (CC). The minimum lot size was one acre with a lot width of 125 feet for both zoning districts. Both districts required a 75-foot landscaped buffer adjacent to GA 74 compared to the City's requirement for a tree save and landscaped buffer. The County's building setbacks were 75 feet from the front and 15 feet from the side/rear. The height limit in OI was 40 feet, while the CC limit was 35 feet. Rast said he compared the County's standards to the City's Limited Use Commercial (LUC) designation, which had a minimum lot of 30,000 square feet and lot width of 150 linear feet. The City required a 60-foot tree save/landscaped buffer adjacent to GA 74. The LUC front setback was 35 feet, and the side/rear setback was 10 feet/20 feet. The height limit was 35 feet.

Rast continued that the County had required the development to follow its GA 54 West overlay zone to maintain the residential character as much as possible. The City's LUC zoning required design guidelines to be developed specifically for the tract that were adopted along with the zoning so the City would have control in what happened on the property. The City's landscape standards were more intense than the County's. The County allowed developers to install landscaping within the front landscape buffer, while the City's landscape ordinance required the

buffer to remain natural. The County's tree replacement regulation was based on the amount of impervious materials on site. The City's requirements for lights and signage were more stringent than the County's.

Larry Turner, WASA's general manager, said he realized there were many issues to be considered in making the decision. He went over the plans and pointed out the 200-foot distances on an aerial photograph. He said there were two options. Option A would be if Council did not approve the easement or let Southern Pines Plantation (SPP) to connect to sewer. Turner noted several properties would have to build their own pump stations, and the pump station at Meade Field would remain there. Southern Pines would develop the commercial center with a large on-site waste treatment system that would be located adjacent to Meade Field. There would be three or four environmentally unsound pump stations that would cost more to build and more for WASA to operate. Option B was for Council to grant the easement and allow WASA to provide sewer service. WASA would build one pump station, compared to three or more, that was environmentally sound, and the land set aside for the drain field would not be needed for on-site sewage disposal. The land could be deeded to the County for greenspace or the City for Meade Field. He asked Council to consider whether option A or B was better and more cost effective.

Jim Wells of SPP reaffirmed that his company was committed to leaving the 50 acres behind the development as greenspace and deeding the property to the County or whatever entity the parties agreed to. He said they would love to work with the City to expand Meade Field. Expanding Meade Field would be a win/win for the community and for the developer. Logsdon asked if the entire 50 acres would be available if they had to have space for a septic field. Wells said they would need some of the property for a septic field and some for stormwater management. Approximately 30 acres would be left for greenspace. Logsdon asked how much property would be available if the commercial center connected to sewer and the sliver next to Meade Field became part of Meade Field. Wells said about 30 acres would be left for the County as greenspace. Logsdon said there were approximately six to seven acres that could be used as athletic fields. Wells said the sliver was some of the best property on the tract, and it was adjacent to three of the ball fields. Logsdon said that, with the configuration they were discussing, the developer could live up to their agreement with the County, dedicate some land to the City, and sewer could not extend further into the County unless Council approved it. He asked Wells if he was willing to donate land to the City for recreational purposes. Wells said he was perfectly willing to donate the land to expand the field, but it would be appropriate to work the details out with the Board of Commissioners. Sewer would allow the County to recapture the acreage needed for the septic system's drain field. Logsdon said if this could be worked out, then he was also still at the table to negotiate with the Somerby project for its six acres next to Meade Field.

Plunkett said that, if all those details had been finalized, she would have been willing to support the easement, but the City and County did not always get along. Turner noted that they had been discussing the issue with Council for six weeks. If they could not meet everyone's time schedule, the deal would fall apart.

Haddix said he read the law on the 200-foot rule. Without rewriting the law, the state only had to narrow the definition so sewer connection could be mandated, which would override any agreement with the County or the City. He did not want to enable retail in the County. He was sure Wilshire Pavilion would not appreciate Council enabling competition in the County, when it was hard enough to do business today. Logsdon said the area would develop anyway; the City would just be providing sewer. The developer had agreed not to make the development any larger than what the County had approved. Haddix said connecting to sewer made the project cheaper to build and guaranteed the development.

Phyllis Aguayo recalled that there were citizens who had opposed the purchase of the sewer system until they were promised that sewer would not be extended into the County to facilitate development in the County. She had worked on the County's comprehensive plan, and the emphasis was that the County was supposed to be a rural division between the suburban cities. Approving requests to extend sewer into the County would have a domino effect. WASA built more capacity than the City needed. WASA should not be given more customers at the expense of the quality of life. When septic functioned properly, streams were saved from the chemicals used in the treated sewage.

Logsdon said that the sewer line would be extended into a pocket in the County already surrounded by sewer; it would not be extended out where it could proliferate and keep growing. Plunkett agreed that the sewer line would not facilitate growth; the growth had already been approved. The money had been invested; the site plan for 150,000 square feet of retail was approved. She did not know if there would be a benefit to the City if the request were approved. Logsdon said they would not have an answer at this meeting, but they could craft the motion so that the County would have to agree to what had been discussed. He had talked with County Commission Chairman Jack Smith, and Logsdon was optimistic that the City would get the recreation acreage.

Plunkett moved to deny the request until the City had the agreements. If the agreements were approved, she would bring it up again. Haddix seconded.

Haddix said Council could not assume the commercial development would be built. It had been approved for seven years. Things fell through. Boone said the development would be built, and he liked having one pump station. He asked why more pump stations should be built than needed. The area in question was a pocket surrounded by sewer. He had concerns about the environmental impact if the septic system failed in 10-12 years. Haddix pointed out that there were two planned and approved hotels that were now not going to be built in the City.

Sturbaum asked Wells when they planned to break ground on the commercial center. Wells said the project was still in the preliminary stage. Sturbaum asked if there was a timeline or goal. Wells said, with the current economic downturn, it would 18-24 months. Plunkett asked Wells if they would build less or more square footage. Wells said that the development would be driven by the people in the area and the demand for services. There had been serious looks by tenants and market studies, and they were close to being ready. With just a little more growth, there would be enough people to support their development and Wilshire's.

The motion carried 3 (Haddix, Plunkett, Sturbaum)-2 (Boone, Logsdon).

New Agenda Items

09-08-03 Alcohol License – NEW – Maxwell's on 54

Haddix moved to approve the alcohol license for Maxwell's on 54. Plunkett seconded. Applicant Desirée Strydom addressed Council and noted that restaurant would be in the former San Francisco Bread Company location and would feature international cuisine. The motion carried unanimously.

09-08-04 Consider Clarification of Conditions of Approval for SANY Variances

City Manager Bernard McMullen explained that Council had approved the variances at the September 4 meeting, but clarification was needed since the variances were tied to particular stages of construction. In the staff memo for the agenda item, the variances had been tied to the stages of construction and asked Council to clarify the motion.

Plunkett moved to clarify the variances to Section 1004(b)(2) Watershed Protection Ordinance, Section 1005.4(c)(15) Erosion Control and Sedimentation Control Ordinance, and Section 1012.5.1 Metropolitan North Georgia Water Planning District's Stream Buffer Ordinance related to the relocation of the sewer line are approved with the receipt of permits from the U.S. Army Corps of Engineers; that the variances to Section 1004(b)(2) Watershed Protection Ordinance, Section 1005.4(c)(15) Erosion Control and Sedimentation Control Ordinance, and Section 1012.5.1 Metropolitan North Georgia Water Planning District's Stream Buffer Ordinance related to construction of the assembly building and the remainder of the site be approved with receipt of permits from the U.S. Army Corps of Engineers and variances from the Georgia Department of Natural Resources; and that the conservation trust be established prior to issuance of any Certificate of Occupancy for Phase I of the SANY project. Sturbaum seconded. The motion carried unanimously.

CA #5 Consider Cancellation of the October 2, 2008, City Council Meeting

McMullen noted that, since the item had been placed on the agenda, the applicant for an alcohol license preferred not to wait until the October 16, 2008, meeting. Logsdon suggested that Council hold a special called meeting to consider the alcohol license application. The Council Members concurred.

Boone moved to cancel the October 2, 2008, City Council meeting. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Borkowski gave an update on the traffic signal for the commercial development at GA 54 West and Line Creek Drive. He said he had reviewed the study and plans and met with the engineers. The plans were now being revised. He expected to receive them within the next week, then the information would be sent to the Department of Transportation.

City Attorney Ted Meeker reported that two of the three easements required for the GA 54 cart path bridge were in the process of being completed. The closing for the Ethan Allen easement

was scheduled, and Cousins Properties (The Avenue) was having an independent appraisal performed. There was just a little more work left.

Logsdon asked Meeker to clarify the City's ordinance regarding political signs. Meeker said there was no limit on the number of signs a resident could have, but there was a limit on the size.

Sturbaum asked McMullen if the request for a traffic signal at the Baseball Soccer Complex (BSC) had been denied. McMullen confirmed that it had. Sturbaum asked if there were any options. Logsdon said State Senator Ronnie Chance was arranging a meeting with DOT that was tentatively scheduled on October 8. The City's DOT representative would also attend, and Logsdon planned to take the representative to the BSC and three other areas that were DOT issues. He added that the City would also meet with CSX regarding the traffic signal at GA 74/Wisdom Road on October 3. McMullen added that engineers at CSX had reviewed the plans for the Wisdom Road traffic signal. The meeting on October 3 was with the railway's property management section.

Plunkett addressed the Council concerning the need to work as a team for the benefit of the City. She said every member made the best decision they could, and how they interacted with each other set the tone for the public. The public discourse and accusations that decisions were unfounded needed to stop. Logsdon agreed, adding that attacking their peers in the media without a phone call or discussing it was an issue. Boone and Sturbaum agreed. Sturbaum said they had to agree to disagree, and when they disagreed, it should be done professionally, not personally.

Plunkett moved to convene in executive session to discuss litigation and personnel at 8:11 p.m. Sturbaum seconded. Motion carried unanimously.

Haddix moved to reconvene in regular session at 8:34 p.m. Plunkett seconded. Motion carried unanimously.

Haddix moved to waive the attorney-client privilege for the letter dated October 15, 2002, from Rick Lindsey to Mayor Steve Brown as such letter had been redacted. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn the meeting. Sturbaum seconded. Motion carried unanimously. The meeting adjourned at 8:35 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Special Called Meeting
October 7, 2008
5:30 p.m.

The City Council of Peachtree City met Tuesday, October 7, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 5:31 p.m. Other Council Members present: Don Haddix, Cyndi Plunkett, and Doug Sturbaum. Steve Boone was out of town.

The purpose of the special called meeting was to consider an alcohol license application from Sushi Tomi and to consider waiving golf cart registration due to a one-day special event on October 18, 2008, at the Wyndham Conference Center.

Sturbaum moved to approve the alcohol license application from Sushi Tomi. Haddix seconded. The motion carried unanimously.

City Manager Bernard McMullen explained that the Wyndham needed 80 golf carts for the event it was hosting on October 18, 2008. Only 57 were available for use from the local dealers, so they needed to bring in additional golf carts. The Wyndham had asked that Council consider waiving the registration fee for the additional golf carts. McMullen also recommended that staff look at what needed to be done so the City could issue temporary permits for such requests. Logsdon agreed that staff should look at the issue so these types of requests did not always have to come back to Council.

Plunkett moved to approve the request from the Wyndham to waive golf cart registration for October 17-19, 2008, due to the one-day special event at the Conference Center. Haddix seconded. The motion carried unanimously. *(Note: the dates October 17-19 allow enough time for the golf carts to be delivered and picked up.)*

There being no further business to discuss, Sturbaum moved to adjourn the meeting. Haddix seconded. The motion carried unanimously. The meeting adjourned at 5:35 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: August 2008

	<u>July-08</u>	<u>August-08</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	3	1	23	23
City Vehicle / Equipment Accidents	0	5	13	22
Employee Turnover Rate ***	0%	1%	5%	9%
Lawsuit Legal Fees	\$382.65	\$9,665.79	\$ 81,620.51	\$122,679.44

*** The FY 2007 figure is for the full year. Of the 30 terminations in FY 2007, 7 were retirements. Of the 12 terminations year-to-date in FY 2008, 2 have been retirements

Municipal Court

Fines Collected	\$115,185.00	\$133,731.00	\$ 1,359,030.08	\$1,301,377.25
Online Transactions	198	172	1,860	1,740
Citations Closed	604	489	6,277	6,719
Jail Fund Balance	\$3,594.18	\$1,540.06	\$ 145,785.16	\$121,404.56

* 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	23	231	317
Public Contacts, Questions & Complaints	100	88	795	965

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

2008 City Event Calendar

<u>October</u>	<u>November</u>	<u>December</u>
10/11-12 – Great Georgia Air Show 10/16 – City Council Meeting, 7 pm 10/18 – PTC Classic Road Race	11/4 – City Council Workshop (Tentative), 6:30 pm 11/6 – City Council Meeting, 7 pm 11/11 – Veteran's Day Ceremony, 9:30 am 11/20 – City Council Meeting, 7 pm 11/27 & 28 – Thanksgiving Holiday, City offices closed	12/2 – City Council Workshop (Tentative), 6:30 pm 12/4 – City Council Meeting, 7 pm 12/5 – City Employee Christmas Luncheon – City offices closed Noon – 1:30 PM 12/6 – Hometown Holiday 12/18 – City Council Meeting, 7 pm 12/24-25 – Christmas Holiday, City offices closed

2009 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Years Day, City offices closed – <i>City Council Meeting, 7 pm (reschedule?)</i> 1/6 – City Council Workshop (Tentative), 6:30 pm 1/15 – City Council Meeting, 7 pm	2/3 – City Council Workshop (Tentative), 6:30 pm 2/5 – City Council Meeting, 7 pm 2/19 – City Council Meeting, 7 pm	3/3 – City Council Workshop (Tentative), 6:30 pm 3/5 – City Council Meeting, 7 pm 3/19 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/2 – City Council Meeting, 7 pm 4/7 – City Council Workshop (Tentative), 6:30 pm 4/16 – City Council Meeting, 7 pm	5/5 – City Council Workshop (Tentative), 6:30 pm 5/7 – City Council Meeting, 7 pm 5/21 – City Council Meeting, 7 pm	6/2 – City Council Workshop (Tentative), 6:30 pm 6/4 – City Council Meeting, 7 pm 6/18 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/2 – City Council Meeting, 7 pm 7/3 – (City offices closed for Independence Day holiday) 7/4 – Independence Day – Parade, Fireworks 7/7 – City Council Workshop (Tentative), 6:30 pm 7/16 – City Council Meeting, 7 pm	8/4 – City Council Workshop (Tentative), 6:30 pm 8/6 – City Council Meeting, 7 pm 8/20 – City Council Meeting, 7 pm	9/3 – City Council Meeting, 7 pm 9/7 – Labor Day, City Offices Closed 9/1 – City Council Workshop (Tentative), 6:30 pm 9/17 – City Council Meeting, 7 pm

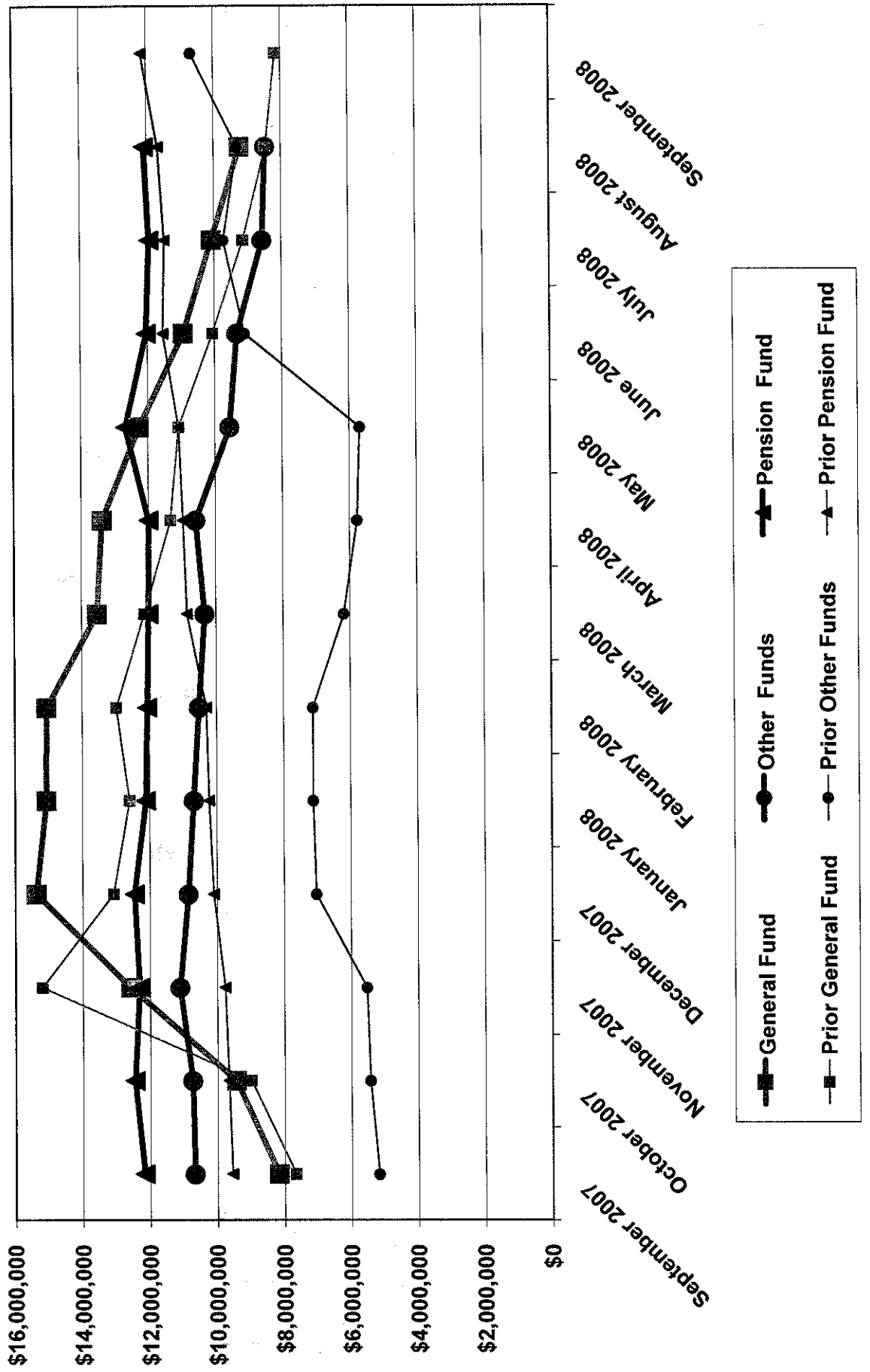
Note: Items in **BOLD** are new additions

Updated 10/08/08

PEACHTREE CITY BUILDING DEPARTMENT
FY 2008

	Jul-08	Aug-08	Fiscal Y-T-D 2008	Fiscal Y-T-D 2007
DEVELOPMENT PERMITS:	9	6	61	81
BUILDING PERMITS:				
Single Family Residential	6	6	44	76
Multi-Family Residential	0	0	0	145
Misc.-Pools/fences/additions	39	39	496	604
Commercial/Industrial	10	9	142	138
TOTAL INSPECTIONS:	425	480	4,651	6,197
CERTIFICATE OF OCCUPANCY:				
Residential	9	5	57	80
Commercial	3	6	52	67
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	302	155	1,429	1,295
New Rehab	9	12	75	89
Rehab Inspections	8	5	108	129
Tree Removal Permits	78	82	932	1,104
Notice of Violations - Construction	3	0	30	209
Notice of Violations-Non-Construction	195	284	2,122	2,448
Stop Work Orders	5	3	41	98
Compliance Inspections	341	497	3,594	3,427
Founded Complaints	23	29	163	224
Unfounded Complaints	12	9	87	120
Assessments	2	67	256	206
Water Ban Violations	11	7	116	144
Citations	6	3	48	39
Architect Review Board Permit Approval	38	33	392	429
PERMIT FEES COLLECTED:	39,876	27,654	408,383	444,689
POPULATION:	36,362	36,372	36,372	36,226
Based on 2.09 persons per new completed dwelling unit.				

CITY OF PEACHTREE CITY
FISCAL YEAR 2008 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED AUGUST 31, 2008**

PERCENTAGE OF BUDGET YEAR COMPLETED 91.7%

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,492,743	\$ 9,668,474	\$ 175,731	101.85%
Franchise Taxes	2,277,001	2,293,858	16,857	100.74%
Local Option Sales Tax	6,979,162	6,228,875	(750,287)	89.25%
Other Sales & Use Taxes	692,287	631,083	(61,204)	91.16%
Business Taxes	2,200,323	2,190,661	(9,662)	99.56%
Licenses & Permits	847,916	771,376	(76,540)	90.97%
Intergovernmental/Grants	204,000	211,752	7,752	103.80%
Charges for Services	1,061,188	980,434	(80,754)	92.39%
Fines & Forfeitures	1,068,259	946,961	(121,298)	88.65%
Investment Income	561,449	366,604	(194,845)	65.30%
Other Revenue	18,934	11,716	(7,218)	61.88%
Other Financing Sources	445,937	572,596	126,659	128.40%
Total General Fund Revenues	\$ 25,849,199	\$ 24,874,390	\$ (974,809)	96.23%
Surplus Carryover	1,103,725	-	(1,103,725)	0.00%
Total General Fund	\$ 26,952,924	\$ 24,874,390	\$ (2,078,534)	92.29%

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 495,266	\$ 461,269	33,997	93.14%
Administrative Services	1,027,549	868,347	159,202	84.51%
Financial Services	1,064,207	936,519	127,688	88.00%
Police Services	5,917,516	4,869,440	1,048,076	82.29%
Fire/EMS Services	5,773,230	4,936,946	836,284	85.51%
Public Works	3,958,278	3,564,352	393,926	90.05%
Leisure Services	5,055,815	4,151,871	903,944	82.12%
Developmental Services	1,366,791	1,166,380	200,411	85.34%
Non-Divisional:				
Council Contingency	79,900	-	79,900	0.00%
Non-Profit Organizations	20,000	15,000	5,000	75.00%
Transfer to Tourism Association	35,000	35,000	-	100.00%
Transfer to Development Authority	170,042	155,780	14,262	91.61%
Transfers to Other Funds	2,478,097	2,051,986	426,111	82.80%
Liability Insurance	99,310	99,083	227	99.77%
Legal Services	123,024	81,620	41,404	66.34%
General Administration/Bad Debt Expense	78,750	6,604	72,146	8.39%
Other	(789,851)	-	(789,851)	0.00%
Total General Fund	\$ 26,952,924	\$ 23,400,197	\$ 3,552,727	86.82%

HOTEL/MOTEL FUND REVENUES				
Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 979,420	\$ 970,391	\$ (9,029)	99.08%

Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 326,473	\$ 323,464	\$ 3,009	99.08%
Transfer to Tourism Association	652,947	646,927	6,020	99.08%
Total Hotel/Motel Transfers Out	\$ 979,420	\$ 970,391	\$ 9,029	99.08%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF AUGUST 31, 2008

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER AUGUST 2008			
Description	Vendor	Award	Date
Change Order #10(PD Building)	R.L.Ward	\$ 21,369.00	08/20/2008
Bunker Gear	Fisher Scientific	\$ 34,804.20	08/28/2008
Boots & Helmets (Fire Dept.)	Fisher Scientific	\$ 10,084.20	08/28/2008

PURCHASING REPORT FOR MONTH ENDED AUGUST 31, 2008 AND AUGUST 31, 2007		
Activity	Fiscal Year 2008	Fiscal Year 2007
Purchase Orders / Requisitions Processed	280	374
City Store Requisitions Processed	12	10
Sealed Bids Requested	2	4
Requests for Proposals	0	1
Bids Awarded	1	5
Requests for Proposals Awarded	1	1
Contracts Prepared	2	3
Fixed Assets Purchased	2	8

INFORMATION TECHNOLOGY REPORT AUGUST 2008 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2008
Work Orders Created	80	1,217
Work Orders Closed	74	1,197
Work Orders Open	6	20
Project Work Orders	80	989
Technical Support	80	1,217
Website Visits	84,532	836,502

**CITY OF PEACHTREE CITY
DONATIONS RECEIVED
AUGUST 2008**

POLICE DEPARTMENT

Panasonic Automotive Systems
IBPO Local 688
Michael & Sheryl Colburn

Police K9 Program
Taser Type Device
Police K9 Program

\$ 13,000.00
500.00
100.00

TOTAL MONTH OF AUGUST 2008

\$ 13,600.00



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

	Jul. 08	Aug. 08	2008 FY-T-D	2007 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	4	3	29	26
Actual Business/Industrial Fires	1	1	11	9
Rescue/EMS Assist	175	185	1682	1635
Vehicle/Golfcart Accidents	13	25	198	242
False Alarms	40	18	265	302
¹ Other	29	20	305	309
Total Engine Response	262	252	2490	2523
 Dispatched Fire Calls	 71	 45	 617	 688
 Response Time Fire	 4:41	 4:43	 5:00	 5:00
RESCUE/EMS				
Trauma	35	31	329	383
Medical	153	144	1502	1582
Total # Patients	188	175	1831	1965
 Patients Transported	 99	 83	 875	 986
 Dispatched EMS Calls	 194	 208	 1880	 1826
 ² Total Medic Response	 270	 241	 2347	 2497
 Response Time EMS	 4:28	 4:37	 4:37	 4:35
 Dispatched Fire/EMS Total	 265	 253	 2497	 2514
EMS BILLING				
Patients Billed	96	82	863	847
 Revenue Generated	 *55,200	 *47,150	 436,993	 351,119
 ³ Total Revenue Received	 4,688	 1,604	 248,416	 260,963

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

²Includes Fire Assist Responses

³Revenue Received on All Outstanding Accounts

*Estimated Revenue Generated in May, Council Approved Outsourcing effective May 1, 2008

LEISURE SERVICES MONTHLY REPORT

Aug-08

<u>Activity Description</u>	<u>Unit</u>	<u>August 2008</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
Library				
Books Circulated	number	39,204	413,296	382,741
Internet Usage	visits	4,083	41,583	39,387
Computer Lab Use	hours	19	302	331
Recreation				
Class/Program Revenue	\$	\$4,883	\$62,288	\$49,624
Playing Surface Mowing	hours	*0	1,385	3,404
Playing Field Preparations	hours	935	7,926	7,681
Building Maintenance	hours	555	5,267	4,911
Litter Removal	hours	340	3,203	3,386
Complaints answered	number	8	46	10

* Started Outsourced Sports Field Mowing in April 08. Will be zero from now on.

** Increased complaints centered around playground sand @ Bluesmoke and Huddleston Pond issues

**PEACHTREE CITY POLICE DEPARTMENT
2008 MONTHLY REPORT**

	JULY 2008	AUGUST 2008	2008 CYTD	2007 CYTD
PART I CRIMES				
Criminal Homicide	1	0	1	0
Rape	0	0	0	0
Robbery	1	0	5	3
Aggravated Assault	1	0	4	5
Arson	1	0	1	0
Motor Vehicle Theft	6	6	62	49
Theft	42	48	266	191
Burglary	5	8	43	23
TOTAL PART I CRIMES	56	62	382	271
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	20	26	138	134
DUI – ADULT	16	24	125	120
DUI – UNDERAGE	4	2	13	14
MINOR IN POSSESSION OF ALCOHOL	12	2	59	62
DRUG ARRESTS:				
MARIJUANA	16	5	61	36
METHAMPHEDIMINE	0	0	1	4
COCAINE	0	1	6	3
OTHER (opium, herion, etc)	1	0	2	7
ARRESTS				
PROPERTY CRIMES	11	10	102	107
PERSON CRIMES	7	11	43	56
CITY ORDINANCES	67	46	293	308
TRAFFIC OFFENSES	39	43	314	406
OTHER	28	21	261	365
AVERAGE RESPONSE TIME	5.55	6.18	5.91	5.61
CALLS ANSWERED	5,394	5,404	42,934	44,060

TRAFFIC

CITATIONS ISSUED	692	594	4626	5053
WARNINGS	835	701	5556	5218
ACCIDENTS	92	102	774	778

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / CROSSTOWN DR	6
HWY 54 / HWY 74	5
HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / WILLOWBEND RD	3
HWY 74 / TDK BLVD	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	59
HWY 54 / PEACHTREE PARKWAY	22
HWY 54 / HUDDLESTON DRIVE	16
HWY 74 / KELLY DRIVE	14
HWY 74 / CROSSTOWN DR	13

PUBLIC SERVICES MONTHLY REPORT

AUGUST 2008

<u>Activity Description</u>	<u>Unit</u>	<u>August- 08</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
Street Patching	Hrs.	408	1,819	2,814
Street Crack Sealing	Hrs.	119	492	561
Street Crack Sealing	Mi.	2.11	6.59	~~~
Street General Maintenance	Hrs.	324	4,178	1,866
Storm Water Maintenance	Hrs.	512	5,350	4,084
Cart Path Paving	Ft.	3,384	33,560	36,369
Cart Path Prepped for Paving	Ft.	1,143	33,594	32,963
Cart Path Litter Removal	Hrs.	84	1,214	1,350
Cart Path Drainage Maintenance	Hrs.	107	651	1,547
Cart Path General Maintenance	Hrs.	656	5,593	2,640
R.O.W. Mowing	Hrs.	526	3,470	5,041
R.O.W. Litter Removal	Hrs.	408	4,676	5,054
R.O.W. General Maintenance	Hrs.	464	5,920	2,720
Subdivision Entrance Maintenance	Hrs.	1,163	4,243	6,040
Landscape Maintenance	Hrs.	126	4,223	1,017
Landscape Planting/Mulching	Hrs.	0	2,484	2,254
Subdivision Sign Maintenance	Hrs.	23	387	797
Traffic Sign Maintenance	Hrs.	167	1,194	905
Vandalism Repairs	Hrs.	36	508	348
Vandalism Repairs	Dls.	1,372	14,453	4,863
Citizen Complaints Answered	Num	115	841	940
Community Service	Hrs.	60	318	112

RECYCLING SITE

Manhours	Hrs.	152	1,378	595
----------	------	-----	-------	-----

PARTICIPANTS

Recycling	Num.	403	3,710	3,012
Composting	Num.	1,599	12,454	10,994
Mulch Pick Up	Num.	53	538	676
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.5		

COORDINATION LIST			
Due Date: _____			
ROUTING ORDER	TITLE	APPROVED	
		DATE	INITIALS
2	DAS	9/1/08	08
	DDS		
	DPS		
1	DPS	9/1/08	872
	PC		
	FC		
3	ACA	9/1/08	001/1
4	CM	9/1/08	1/1

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manger 
Acting Administrative Services Director/City Clerk 
Fire Chief 

FROM: John Dailey, Fire Marshal 

DATE: October 9, 2008

SUBJECT: Consider Ordinance Amendment – Automatic Fire Sprinklers
October 16, 2008, City Council Meeting

Recommendation

That Council approve a change to City Ordinance, Chapter 38 Fire Protection and Prevention, Article IV. Automatic Fire Sprinkler System, Sec. 38-102. Requirements, (a).

Discussion

In doing further review of the recent ordinance for fire sprinkler systems part of the wording in Section 38-102, (a), states:

“Buildings of any type construction or occupancy of 5000 square feet or more of total floor space for commercial buildings, including parking garages, and all assembly occupancies where seating is available for 100 or more persons and / or where live entertainment is planned or allowed, all bars and nightclubs, and residential occupancies, (definition of R3 in the International Building Code), which meet the criteria below.”

For any and all occupancies the Life Safety Code defines that occupancy is based on a number of occupants allowed within a specified square foot area. This could easily include areas where seating is available and simultaneously there may also be standing room as well. This is often subject to occur in many assembly occupancies to include restaurants, night clubs and churches. In order to clarify the intent of the ordinance and to be equally clear with code we recommend that the language be changed to:

“Buildings of any type construction or occupancy of 5000 square feet or more of total floor space for commercial buildings, including parking garages, and all assembly occupancies where “the occupant load is determined at 100 or more based on the stated formulas defined in National Fire Protection Association. (NFPA), Life Safety Code. and / or where live entertainment is planned or allowed, all bars and nightclubs, and residential occupancies, (definition of R3 in the International Building Code), which meet the criteria below.”

Budget Impact

This item has no budgetary impact.

ORDINANCE NO: _____

AN ORDINANCE TO AMEND SECTION 38 OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, SO AS TO ESTABLISH REQUIREMENTS FOR AUTOMATIC FIRE SPRINKLER SYSTEMS; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 38, Section 102(a), of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by adding Article IV as follows:

Sec. 38-102. Requirements

(a) Buildings of any type construction or occupancy of 5000 square feet or more of total floor space for commercial buildings, including parking garages, and all assembly occupancies where the occupant load is determined at 100 or more based on the stated formulas defined in National Fire Protection Association (NFPA) Life Safety Code and / or where live entertainment is planned or allowed, all bars and nightclubs, and residential occupancies, (definition of R3 in the International Building Code), which meet the criteria below:

Multifamily buildings to include those multifamily structures identified within the Peachtree City Ordinance, Appendix A Zoning*, Article VI Definitions, which are defined as Care Home, Multifamily Dwelling, Apartment, Condominium, Townhouse, Two-Family Dwelling, Hotels, and also to include nursing and assisted living homes and row houses.

(b) Existing buildings, when required to have automatic sprinkler protection by Section (a) above, shall be retrofitted for automatic sprinklers as required by the fire marshal in accordance with NFPA Standards when the cost of remodel or renovation exceeds 50 percent of the latest approved assessed value of the building. These buildings shall be required to upgrade to meet all current codes, standards, and ordinances as applicable for required fire protection and life safety systems.

*Section: International Building Code 1996 Edition; Section 3403.1

(c) Historical buildings may require an equivalency concept and working through of the process in conjunction with the historical society and NFPA 914 Code for Fire Protection of Historic Structures

(d) The owner or occupant of any building shall be responsible for having the system inspected and tested in accordance with NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, 2002 Edition.

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any

provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This _____ day of _____ 2008.

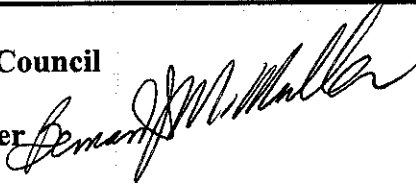
Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 

DATE: September 26, 2008

SUBJECT: CONSIDER APPOINTMENTS OF TOURISM ASSOCIATION MEMBERS
Consent Agenda, October 16, 2008

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Steve Boone, Tourism Association Executive Director Lauren Yawn, and myself, considered three applicants for the vacancy on the Tourism Association.

It is the recommendation of the Committee that Ms. Eva Durham be appointed to complete Mr. Chuck Micallef's unexpired term that would end on 8/2/09. In addition, the Committee further recommends that Ms. Veronica Ross be appointed as an alternate to fill any vacancy that may occur when an unexpired term has less than 12 months remaining.

Copies of their applications are attached for your review.

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

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

The PCTA is comprised of five members appointed to three-year terms. Meetings are held on the third Wednesdays of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Association meetings as possible in an effort to become familiar with the responsibilities of the Association.** The purpose of the PCTA is to serve the needs and interests of tourism within the City of Peachtree City. Applicants should preferably have been employed in the restaurant or hotel/motel business and/or have a minimum of five (5) years of fiscal experience.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, AUGUST 15, 2008**. The City will contact you within two weeks of the application closing date.

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

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

NAME:

EVA Durham

ADDRESS:

400 General Hardee Square
Peachtree City, GA 30269

TELEPHONE (Day Time)

770-632-2737

(Evening)

770-632-2737

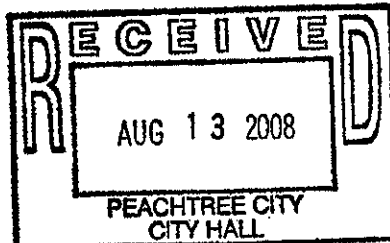
(Fax #)

(E-mail Add:)

eva.durham@comcast.net

Eva Durham
Signature

8/13/08
Date



1. How long have you been a resident of Peachtree City? 5 yrs

2. Why are you interested in serving on the PCTA? I love our city and feel we have much to be proud of & to offer to our citizens. I want to promote the associations efforts so more understand & appreciate the opportunities we have.

3. What qualifications and experience do you possess that would benefit the PCTA? I am great at thinking outside the box to get results. I am enthusiastic & can motivate others. An example of why I want to be a member come with the recent Army concert. (See below)

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

Vice President Inflight - Atlantic Southeast Airline
(Resume attached)

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

I have worked with the Air Show bringing in volunteers & helping at auction.

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

NO

7. Are you willing to take continuing education classes? Yes. I'm currently an MBA student at Clayton Peachtree City Campus.

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

9. Describe your current community involvement. As stated above I've worked with the Air Show (corporate sponsor). As well have been involved with charity work through corporate efforts - Breast Cancer Awareness, JDA, United Way.

3. continued. The Army concert was awesome! Every seat should have been filled to; 1) experience the evening 2) to show the Army & vendors our community spirit. Here are my suggestions on getting seats filled:
1) work w/ local hotels to promote the concert & bus guests to the event
2) work w/ local Boy Scout/Girl Scouts to promote the event
3) work w/ school bands to promote the event

EVA DURHAM

400 General Hardee Square
Peachtree City, GA 30269

eva.durham@comcast.net

(678) 978-5227 Cell
(770) 632-2737 Home

Executive Profile

Results oriented operations executive with a track record in process improvements, cost savings and relationship building. Adept at developing and implementing processes and procedures to dramatically improve performance and streamline operations. Proven ability to lead and motivate management and team members. Polished professional with keen business, strategic planning and financial analysis capabilities.

Professional Summary

ATLANTIC SOUTHEAST AIRLINES, INC. -- Atlanta, GA
VICE PRESIDENT INFLIGHT SERVICE

1999 -- present

Responsible for the strategic direction and performance of the United States 3rd largest regional airline flight attendant department. Areas of oversight include recruiting, government mandated regulatory and customer service training, operational performance excellence and labor relations.

Operations

- Successfully managed headcount and performance of 1000 flight attendants to ensure 99.999 % completion and on time performance for the department while operating 800 daily flights out of world's busiest airport.
- Responsible for \$30 MM annual budget.
- Created and implemented a light duty program that reduced average time away from work due to on the job injuries from 14 months to 4 days.
- Designed quality assurance program to accomplish 50% more check rides with a 75% manpower reduction.
- Recovered \$600K in annual savings through improved catering procedures.
- Introduced FMLA accountability program which reduced lost time by 30%.
- Led development and training communication for scheduling process improvements which eliminated uncovered work by 90%.
- Negotiated scheduling productivity gains that will reduce operating costs by \$1.3 MM annually.

Labor Relations

- Successfully completed protracted labor contract negotiations without any work stoppage, disruption or drop in customer service.
- Recognized by National Mediation Labor Relations Board for outstanding labor relations problem solving capabilities.
- Participated on planning committee and panel discussion for first National Mediation Board regional airline mediation conference.
- Resolved 99.99% of all labor disputes without arbitration.

Training

- Recovered \$900K in Georgia training tax credits for the company.
- Refined training delivery schedule to recover 500 days annually in training productivity.
- Recognized as 100% compliant during last two IOSA audits.

Recruiting

- Implemented recruiting model to save 40% in overhead costs and decrease turn time from application to job offer which improved acceptance ratio.
- Improved recruiting model to reduce training attrition by 20%.

MERCANTILE BANCORPATION INC. - St. Louis, MO

1997 - 1999

VICE PRESIDENT, OFFICE OF THE CHAIRMAN

Chief of Staff to CEO: Managed the office of the chairman, which included shareholder and board of director meetings, bank-wide events at key civic venues and served as liaison between the bank's foundation and its recipients.

- Developed six exclusive civic and government sponsorship agreements, resulting in high visibility for retail, corporate, trust and government services. The program brought in over \$2.5 million dollars in new accounts.
- Researched and managed tactical transportation, security, housing and feeding for 1,200 employees to ensure mission critical bank functions were operational during the 1999 Papal visit.
- Recommended and launched "Community Counts", a \$100,000 state wide multi year "grassroots" learning program, challenging Missouri public school students to take an active role in their communities. Program garnered publicity state wide with twenty - five local papers and two radio stations.

TRANS WORLD AIRLINES - St. Louis, MO

1974 - 1997

MANAGER SPECIAL PROJECTS-HUMAN RESOURCES

- Received inaugural president's recognition award for corporate accomplishments.
- Implemented and managed company wide customer service program, resulting in 20% improvement in customer service scores.
- Managed St. Louis post trauma recovery center following TWA flight 800 disaster. Scope included communication updates, victim information, and counseling for employees and families of victims.

CHANGE TEAM ADVISOR

- One of twelve labor representatives selected by labor and management to facilitate "grass roots" employee program aimed at improving operations, efficiency and morale.

FLIGHT SERVICE MANAGER

- Member of cross divisional team recognized for cost saving suggestions.

EMPLOYEE COMMUNICATION COORDINATOR

- Member of merger transition team.
- Designed and implanted team building program to bridge labor relations within the flight attendant group.

OZARK AIRLINES - St. Louis, MO

FLIGHT ATTENDANT

- Received corporate innovation award for cost-saving suggestions.

EDUCATION

Masters of Business Administration - graduate 8/09

Graduate School of Business

Clayton State University - Morrow, GA

Bachelor of Science Industrial and Organizational Psychology - 1997

Washington University - St. Louis, MO

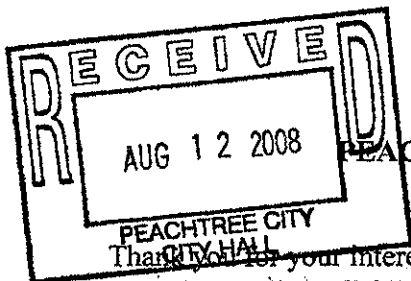
AFFILIATIONS

Regional Airline Association

Bobby Dodd Foundation

Jerusalem House

Great Georgia Air Show



PEACHTREE CITY TOURISM ASSOCIATION, INC.
APPLICATION FOR APPOINTMENT

PEACHTREE CITY
THANK YOU HALL

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

The PCTA is comprised of five members appointed to three-year terms. Meetings are held on the third Wednesdays of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Association meetings as possible in an effort to become familiar with the responsibilities of the Association.** The purpose of the PCTA is to serve the needs and interests of tourism within the City of Peachtree City. Applicants should preferably have been employed in the restaurant or hotel/motel business and/or have a minimum of five (5) years of fiscal experience.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, AUGUST 15, 2008**. The City will contact you within two weeks of the application closing date.

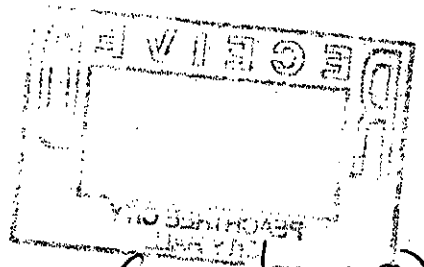
If you have questions, please call (770) 487-7657.

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

NAME: Veronica C. Ross
ADDRESS: 100 Rock Mall
Peachtree City, GA 30269
TELEPHONE (Day Time) (770) 631-3409
(Evening) (770) 631-3409
(Fax #) None
(E-mail Add:) Sunshine813@comcast.net

Veronica C. Ross
Signature

12 August 2008
Date



1. How long have you been a resident of Peachtree City? 20 years (since June 1968)

2. Why are you interested in serving on the PCTA? I'm a proud resident of Peachtree City. I've watched our city grow from an infant to the thriving community that it is today. I want to see it prosper + attract new residents.

3. What qualifications and experience do you possess that would benefit the PCTA? I'm a competent Toastmaster + have excellent verbal + written communication skills. I have the experience + expertise to serve as a valued member.

4. List major jobs you have held during your working career to include name of company and position. Management Analyst; Human Resources Manager; Administrative Officer, Department of Defense, for 36 years. Held positions in Panama Canal Zone + South Korea

5. Do you have any past experience relating to PCTA operations? If so, describe. No, but I'm an "eager beaver" and learn quickly.

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

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

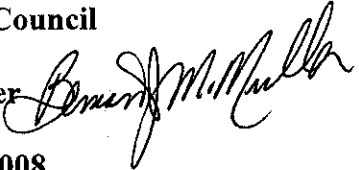
8. Would there be any possible conflict of interest between your employment and you serving the PCTA? I retired a few years ago.

9. Describe your current community involvement. I'm a member of the PTC Senior Adult Council.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 

DATE: October 9, 2008

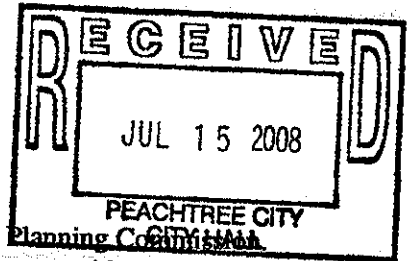
SUBJECT: CONSIDER APPOINTMENTS OF PLANNING COMMISSION MEMBERS
Consent Agenda, October 16, 2008

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Cyndi Plunkett, Planning Commission Vice-Chairman Theo Scott, and myself, considered five applicants for the vacancies on the Planning Commission.

It is the recommendation of the Committee that Larry Sussberg be appointed to a term that would expire on 10/16/11. The Committee further recommends that Joe Frazar be appointed to complete Mr. Larry Roach's unexpired term that would end on 9/30/09. In addition, we also recommend that Lynda Wojcik be appointed to serve as an alternate to fill any vacancy that may occur when an unexpired term has less than 12 months remaining.

Copies of their applications are attached for your review.

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



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

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission. Appointees will also be required to attend various Planning Commission Training classes and meetings prior to the beginning of their term. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by 5:00 p.m., on Friday, August 29, 2008. The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME Larry Gussberg

ADDRESS 111 Peninsula Drive

Peachtree City GA 30269

TELEPHONE (Day Time) 770 632 7336 cell 917 213 5012

(Evening) 770 486 9087

(Fax No:) _____

(Email:) Gussberg@aol.com

[Signature]
Signature

7/14/08
Date

How long have you been a resident of Peachtree City? 2 years

Why are you interested in serving on the Planning Commission? community service and interested in local government involvement

What qualifications and experience do you possess that would benefit the Planning Commission?

extensive senior management experience in corporate life plus experience in owning private businesses

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

See attached resume

Do you have any past experience relating to City planning? If so, describe.

no

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

no

Are you willing to take continuing education classes?

yes

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

no

Describe your current community involvement.

none, just starting

LARRY SUSSBERG
111 Peninsula Drive
Peachtree City, GA 30269
Phone: 770-486-8087
Cell: 917-213-5012

**CHANGE MANAGEMENT, PRODUCT DEVELOPMENT, SALES & BUSINESS DEVELOPMENT, BRAND
PROMINENCE, DISTRIBUTION OPERATIONS**

CAREER PROFILE:

Self-Driven and Change Management Professional with the ability to re-engineer process work flows and empower staff to achieve top performance. Talent for making rapid assessments of diverse situational challenges and then developing and leading the resulting action plans. Formed strong relationships with customers that supported business growth and sales goals. Vast knowledge and success working with and understanding many business models. Key qualifications include:

- International Strategic Partnerships
- Product Development, Marketing & Sales
- Multi-Channel Distribution Operations
- Technology Enhancements
- Vendor Relations & Negotiations
- Business Process & Strategy Development
- Pricing Strategies & Product Introduction
- Restructuring & Consolidation Strategies
- Acquisition & Cost Controls
- Public Relations & Relationship Management

PROFESSIONAL EXPERIENCE:

Executive Director, SUSSBERG VENTURES INC. (dba Huntington Learning Center), Peachtree City, GA
Franchise operation established and opened in March 2007. After set up, developed an aggressive marketing plan that has resulted in the Peachtree City location becoming one of the top 20 franchised center in the United States after 9 months of initial opening date.

Managing Partner. CERAMIC SUPPLY (Division of HMI Ceramics), Lodi, NJ – 00 to 07
Ceramic Supply is a relatively small regional ceramic arts distributor with annual sales of \$5M. Negotiated purchase, launched new product, and championed the new growth of 50% on a consistent basis within a 7-year period. Identified prospects, developed channels building a distribution network of 30 US distributors and 5 European distributors, *real profits* were achieved. Guided product and service development efforts; ensured close relations with vendors and new product development of products produced in China.

- Exploited new market niches, established strategic business relationships, working closely with Chinese echelons. Successfully launched new product that realized profitable sales.
- Established the Clay Education Center, hired and trained teaching staff. This business model achieved sales increases.
- Initiated and oversaw technology conversion from mainframe to server based/PC system, also managed conversion to a more efficient operating software environment.

Managing Partner. SUSSBERG ACQUISITION, INC., New York, NY – 98 to 00
Developed criteria and actively searched to acquire a company that represented a niche market dominance with profitable sales in excess of \$5M.

- Achieved acquisition goals by successfully identifying and acquiring Ceramic Supply.

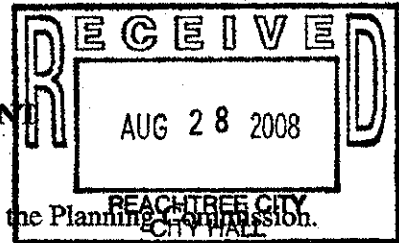
Senior VP of Sales. SEIKO CORP. OF AMERICA (subsidiary of Seiko Corp.), Mahwah, NJ – 86 to 98
Brought on as an integral member to assist with downsizing effort; Seiko was undergoing a major loss in market share. Spearheaded the reorganization effort to accomplish reduction in overhead costs, induced Japanese factories to reduce production, alleviated retailer support, and introduced new technology. Reduced operating expenses by 25%.

- Rolled-out centralized computer operating system that greatly reduced labor hours.
- Accomplished the restructuring of the sales unit by reorganizing sales staff from 4 units to 2 units. Increased national account sales by 15% in a one-year period.
- Developed infrastructures that drove new sales revenue and customer support initiatives.

EDUCATION:

MBA: in Marketing, Syracuse University, Syracuse, NY

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



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

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings prior to the beginning of their term. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m., on Friday, August 29, 2008.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME JOE N. FRAZAR III (BB-USA Ret)

ADDRESS 407 TANTALLON
PEACHTREE CITY, GA 30269

TELEPHONE (Day Time) 678-364-9397 (Home)

(Evening) SAME as above

(Fax No:) SAME AS ABOVE

(Email:) joe396@aol.com

Joe N. Frazar III
Signature

28 August 2008
Date

How long have you been a resident of Peachtree City?

7^{1/2} years since June 2001

Why are you interested in serving on the Planning Commission?

I WAS ATTRACTED TO PEACHTREE CITY because of its unique community plan of villages, green space, and recreation. I want to help preserve that environment and sustain the essence of Peachtree City.

What qualifications and experience do you possess that would benefit the Planning Commission?

- over 10 years of operational and strategic planning in US Army
- 2 years as Chief of Staff of Ft. Stewart/Hunter Air Force Base Army Community.
- 5 years in Education Administration in which I participated in planning and design of buildings and change to the college campus.

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

31 years U.S. Army with 9 years of Command

Retired BG

Operational modernization planning for Ft. Stewart/Hunter AF.

Do you have any past experience relating to City planning? If so, describe.

None except for U.S. Army -

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

None

Did attend the Commission Briefing on the city plans held at the Gateway Place -

Are you willing to take continuing education classes?

Yes

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

None, retired military -

Describe your current community involvement.

Outgoing President of PTC Kiwanis Club.

3 years in the PTC Recreation Commission

Member of First Baptist Church of PTC.

APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. **PEACHTREE CITY** City and officials of any Governmental jurisdiction in the County and City employees are not eligible for appointment. The Planning Commission is comprised of five members appointed to three-year terms.

Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are Required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings prior to the beginning of their term. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m., on Friday, August 29, 2008.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME Lynda Wojcik

ADDRESS 412 Taberon Road

TELEPHONE (Day Time) 770 486 8741

(Evening) same

(Fax No:) _____

(Email:) _____

Wojcik@bellsouth.net

Signature _____

Date July 18, 2008

How long have you been a resident of Peachtree City?

11 1/2 yrs

Why are you interested in serving on the Planning Commission? I am very interested in the future of PTC and how in the coming years it is redeveloped. Currently I am an alternate but would like to be a full voting member.

What qualifications and experience do you possess that would benefit the Planning Commission? A willingness to learn and appreciate others vision would help to be a part of a team. I have traveled to a number of cities around the country and have observed what makes one community or building special. I believe my vision for PTC is the same as the majority of our citizens.

List major jobs you have held during your working career to include name of company and position. Currently and for the last 20+ yrs employed by Simon and Schuster (book publishers) as a National Accounts Manager.

Do you have any past experience relating to City planning? If so, describe. No

Have you attended any Planning Commission meetings in the past year and, if so, how many?
I have attended for the past 2 yrs and about 70% in the last year.

Are you willing to take continuing education classes? Definitely

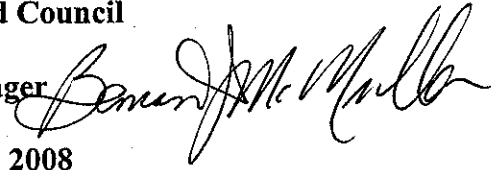
Would there be any possible conflict of interest between your employment and you serving on the Planning Commission? No

Describe your current community involvement

For two years I have participated in the adopt a path program. At my church I am part of the alter guild, worship assistants, landscape committee participant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

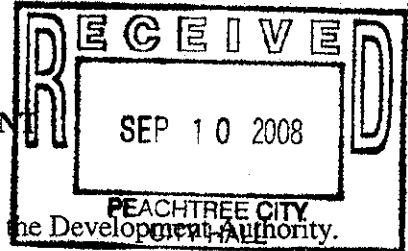
TO: Mayor and Council
FROM: City Manager 
DATE: October 9, 2008
SUBJECT: CONSIDER APPOINTMENTS OF DEVELOPMENT AUTHORITY
MEMBERS
Consent Agenda, October 16, 2008

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Don Haddix, Development Authority Chairman Todd Strickland, and myself, considered five applicants for the vacancies on the Development Authority.

It is the recommendation of the Committee that Thomas Hamall be appointed to complete Michael Moore's unexpired term that would end on 4/30/10, and that Greg Durham be appointed as an alternate.

Copies of their applications are attached for your review.

DEVELOPMENT AUTHORITY
APPLICATION FOR APPOINTMENT



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

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

The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the third Monday of each month at 6:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, September 19, 2008.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME THOMAS K HAMALL
ADDRESS 1005 SARANAC PARK
PEACHTREE CITY, GA 30269
TELEPHONE (Day Time) (770) 632-9237
(Evening) cell (770) 380-9110
(Fax #) (770) 632-9237
(Email:) thomashamall@aol.com
Thomas K Hamall 9/7/08
Signature Date

How long have you been a resident of Peachtree City?

Most recently, 1 1/2 years. Previously 25 years

Why are you interested in serving on the Development Authority?

Continuing economic growth is vital to the long term health/success of P.T.C. I have over 30 years experience in successfully managing economic development programs.

What qualifications and experience do you possess that would benefit the Development Authority?

Former E.V.P. Metro Atlanta Chamber of Commerce. Planned, organized and implemented economic development marketing and mission programs to major US Cities, Europe, Asia and South America (trade & investment missions).

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

Corporate Director, Civic Affairs, Borden, Inc.
Fellow in Metro Gov'n Inst. Finance, Academy for Contemporary Problems, Battelle Laboratories and Ohio State University.
E.V.P. Atlanta Chamber of Commerce / Publisher, Atlanta Magazine.
Managing Partner, The Arbor Gate Group, an organizational development and strategic planning consulting group.
Clients included Jacksonville, Charleston, Mobile, Pensacola.

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

None

Are you willing to take continuing education classes?

I am a firm believer in Lifelong Learning

Would there be any possible conflict of interest between your employment and you serving on the Development Authority?

No, I am retired

Describe your current community involvement.

Board member FACTOR and the organizer of Encore! Fayette, a senior/mature adult leadership development program.

Tom Hamall, Background Summary (6/08)

An extensive (40 year) career centered on planning, funding implementing and advancing public and private agencies/institutions and corporate program goals Served as:

Executive Vice President, Metro Atlanta Chamber of Commerce

International Business Fellow, London School of Business

Publisher, Atlanta Magazine

Director, University Partnerships, Georgia Institute of Technology

Managing Partner, The Arbor Gate Group (organizational development and strategic planning consulting group)

Corporate Director Civic Affairs, Borden Inc. and President , Borden Foundation

Fellow, Metropolitan Governance and Finance and Director, Communications Design Center, Academy for Contemporary Problems, (Battelle/OSU, Columbus, Ohio)

Finance Director, White House Conference of Children and Youth (1970-71)

Thirty years experience in developing and implementing leadership training and enrichment programs. Served as:

General Chairman, 1975 National Leadership Conference, Atlanta, Georgia

Incorporator, National Association of Community Leadership Organizations, (NACLO) – now renamed The Community Leadership Association, Fanning Institute, University of Georgia

Initiator/Director, The Columbus (Ohio) Area Leadership Program (CALP) – now in its 33rd year of operation

Board Member, Leadership Atlanta

Co-creator ENCORE, a prototype senior leadership program organized by the Southeast Volusia County Senior Citizens Advisory Council

Organizer/designer, Encore!Fayette, senior leadership program, under the auspice of FACTOR

25 Years experience in Senior Housing and Continuing Care Retirement Communities (CCRC's). Served as:

Founding member, The Lenbrook Foundation, the funding mechanism for Lenbrook (CCRC)

Board member, Secretary, President and Board Chairman. Lenbrook CCRC

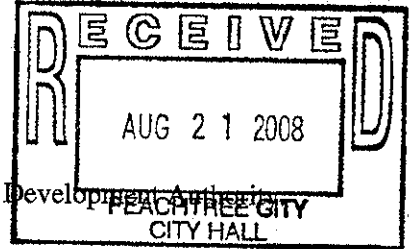
A 25year resident of Peachtree City, Fayette County, Georgia. During this time:

A organizing member of the Peachtree City Commission on Children and Youth

Organized and implemented the Fayette "93, Strategic Planning Program for the Fayette Chamber of Commerce

Coordinated the Freeport and two successful School Board bond issues.

DEVELOPMENT AUTHORITY
APPLICATION FOR APPOINTMENT



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

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

The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the third Monday of each month at 6:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, September 19, 2008.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME Grey Durham

ADDRESS 400 General Hardee Square
Peachtree City, GA 30269

TELEPHONE (Day Time) 770-632-2737

(Evening) 770-632-2737

(Fax #) _____

(Email:) solitairest1@yahoo.com

Grey A. Durham 8/21/08
Signature Date

How long have you been a resident of Peachtree City?

5 YEARS

Why are you interested in serving on the Development Authority?

I would like to see PTC develop & expand without jeopardizing quality of life for its citizens.

What qualifications and experience do you possess that would benefit the Development Authority?

35 years of advertising, marketing, sales & public relations work.

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

Solitaire LLC - President (Marketing & Advertising company)
Brooks Fiber Properties - Principle (Telecommunications company
sold to World Com in 1995)

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

Yes - extensive experience in developing new & existing businesses including raising venture capital to marketing & sales.

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

NO

Are you willing to take continuing education classes?

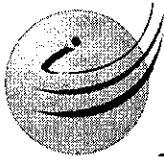
Yes

Would there be any possible conflict of interest between your employment and you serving on the Development Authority?

NO

Describe your current community involvement.

Just completed 10 week PTC Police Dept Citizens
Police Academy
Assistant Poll Manager - Fayette County Board of Elections



INTEGRATED
Science &
Engineering

Atlanta / Savannah

105 McIntosh Crossing, Fayetteville, GA 30214
(p) 770.461.4292 (f) 770.461.4801

Memorandum

To: Bernie McMullen
Company: City of Peachtree City
From: Jason Walls
Date: October 3, 2008
Subject: Donation from Sany America

Project No.: 07044.04

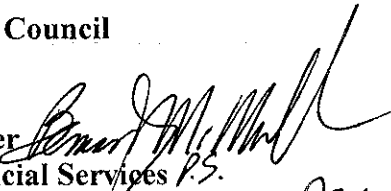
Copy to: Kevin Woods

The purpose of this memo is to transmit a donation in the amount of \$2,000 from Sany America, Inc. to the City of Peachtree City Parks and Recreation Department to be used for the preparation and requirements surrounding the celebration of the City's 50th Anniversary. It is our understanding that the festivities scheduled for Fall 2009 will involve the celebration of cultures from around the world that have moved here to call Peachtree City home, and Sany America is proud to be a part this diverse community. The funds for the donation are a direct result of work performed by ISE on behalf of Sany America in regards to the Future Conditions Flood Study along Line Creek. Sany America would like to ask the City's Parks and Recreation Department to accept this donation as their neighbor at the new manufacturing facility along Line Creek in south Peachtree City.

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Director of Financial Services *P.S.*
Janet Camburn, Assistant Financial Services Director *JC*

FROM: Angela Egan, Purchasing Agent *ae*

DATE: October 3, 2008

SUBJECT: Request to Surplus Goods
Council Meeting: October 16, 2008

Recommendation. Staff recommends Council declare the items detailed below as surplus.

Discussion. Items below were on the purge list signed by the Superior Court Judge in September. Most of these items were seized as evidence; either PD does not know who they belong to or if they were mailed a letter they did not respond. (If they fail to respond, they are considered abandoned.)

Advance Watch, Gold colored bracelet	Found Property	Owner Unknown, TOT City Use
Four (4) bracelets white stone/gold	Stolen Property	Owner Unknown, TOT City Use
Yellow colored necklace	Evidence/Found	Unable to locate owner, TOT City Use
Various tools used in criminal activity	Evidence	Plea: TOT City Use
Kodak digital camera w/ lenses, Jason binoculars	Evidence	Unable to locate owner
Crowbar, gray in color	Evidence	Plea, TOT City Use
2 rings, 1 bracelet, 2 earrings, 1 necklace	Evidence	Owner Unknown, TOT City Use
Silver Rolex watch w/ blue face	Stolen property	Owner Unknown, TOT City Use
Gold necklace, 3 silver earrings	Found Property	Owner Unknown, TOT City Use
Silver colored ring w/ 40 stones	Found Property	Owner Unknown (TOT City Use)
14 watch faces, 1 necklace, 2 earrings, 6 ladies watches, 5 men's watches, 2 knives	Evidence	Owner Unkn, TOT City Use

(TOT = Turned over to...)

Staff will research the most economical method of disposal for the City of the above items. City Manager will give final approval for disposal.

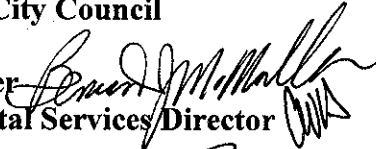
Training Captain Tom Hughey will be retiring after thirty years of service to the Peachtree City Fire Department. In keeping with fire service tradition, the Fire Department intends to present upon his retirement his fire helmet, badge, name tag, monogrammed bunker coat panel, collar brass and his class A uniform. These items need to be declared surplus by Council prior to presentation.

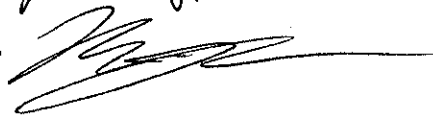
Budget Impact. There is no specific amount of revenue in the budget related to the sale of these goods.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Developmental Services Director 

FROM: Stormwater Manager 

DATE: October 9, 2008

SUBJECT: Stormwater Drainage Easement
October 16, 2008 City Council Meeting

Recommendation:

Staff recommends that City Council accept the attached easement for stormwater maintenance.

Discussion:

The cart path at the corner of Hip Pocket and Kelly Drive currently floods during rain events. As such staff needs to modify or replace the existing pipe to eliminate the flooding. Because the City does not currently have an easement large enough to complete this work, one was requested from the homeowners. Therefore Staff recommends acceptance of this easement.

Budget Impact:

There is no budget impact for this particular agreement.

Attachment

cc: File

After recording, return to:

Theodore P. Meeker, III
Davis & Meeker, LLC
6631 Watson Street
Union City, GA 30291

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 9 day of Oct. in the year 2008, between Robert P. Jones as party of the first part, hereinafter referred to as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described below being a permanent easement approximately 0.109 Acres in area as described within "Exhibit A" Lots 10 & 11 Lake Peachtree subdivision Section 12. Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B") attached hereto and is, by this reference, incorporated herein and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to access, install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

Grantee shall, at its own cost and expense, restore the subject property to the same condition in which it was in prior to any work being done thereon by Grantor except for the exercise of the easement rights conveyed to Grantee herein.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER: Robert P. Jones

By: ROBERT P. JONES
Printed Name

ROBERT P. Jones
Signature

By: ELVA A. Jones
Printed Name

Elva A. Jones
Signature

Signed sealed and delivered,
In the presence of

[Signature]
Witness

NOTARY:

Anita Glenn
Printed name

Anita Glenn
Signature

My Commission expires: 9/4/11

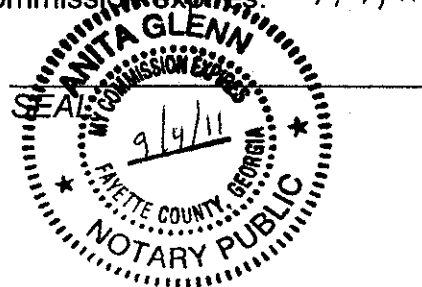


EXHIBIT "B"

Drainage and Cart Path Easement
Lot 10, Block G
Lake Peachtree Subdivision Section 12

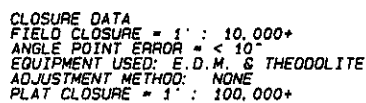
All that tract or land lying and being in Land Lot 51 of the 6th District, Fayette County Georgia, and being more particularly described as follows;

Beginning at the intersection of the Northerly Right-of-Way of Kelley Drive (80' Right-of-Way) and the Westerly Right-of-Way of Hip Pocket Road (60' Right-of-Way), Thence along the Westerly Right-of-Way of Hip Pocket Road North 31 degrees 41 minutes 19 seconds West a distance of 86.21 feet to a point and the TRUE POINT OF BEGINNING; Thence leaving said Right-of-Way South 75 degrees 47 minutes 09 seconds West a distance of 99.81 feet to a point; Thence North 30 degrees 06 minutes 44 seconds West a distance of 35.52 feet to a point; Thence North 58 degrees 40 minutes 30 seconds East a distance of 94.23 feet to a 3/4" rebar found on the Westerly Right-of-Way of Hip Pocket Road; Thence along the Right-of-Way of Hip Pocket Road South 31 degrees 41 minutes 19 seconds East a distance of 64.88 feet to a point and the TRUE POINT OF BEGINNING; said tract being a Drainage and Cart Path easement containing 0.109 acres more or less as shown on a plat by W.D. Gray and Associates, Inc. dated September 10, 2008.

NORTH BASED ON
SUBDIVISION PL
PLAT BOOK 6, PAGES

LEGEND:
N/F - NOW OR FORMERLY
FES - FLARED END SECTION
ACP - REINFORCED CONCRETE PIPE
CMP - CORRUGATED METAL PIPE
POB - POINT OF BEGINNING

 - NEW DRAINAGE AND CART PATH EASEMENT



In my opinion, this plat is a correct representation of land platted and has been prepared in conformity with the minimum standards and requirements by law.

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

LINE	BEARING	DISTANCE
L1	S75°47'09"W	99.81'
L2	N30°06'44"W	35.52'
L3	S31°41'19"E	64.88'
L4	S75°47'09"W	55.92'
L5	S62°59'07"W	25.52'
L6	S63°58'13"W	7.04'
L7	N22°05'56"W	16.71'

NOTES:

1) REF. FOLLOWING DEEDS FOR CART PATH &
LOT 10; DEED BOOK 1103, PAGES 639-642
LOT 11; DEED BOOK 1103, PAGES 635-636
2) CART PATH SUBJECT ENDS AT THE
EDGE OF PAVEMENT OF THE EXISTING CART
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT
OF A TITLE REPORT. OTHER ENCUMBRANCES MAY
EXIST THAT A CURRENT TITLE REPORT PREPARED BY
A QUALIFIED TITLE EXAMINER WOULD REVEAL.
4) THESE PROPERTIES ARE SUBJECT TO ALL
RESTRICTIONS, AND RIGHTS-OF-WAY SHOWN
ON THE SURVEY. NOT SHOWN, RECORDED OR NOT RECORDED.

PREPARED FOR:

Land Lot: 51

DATE OF SURVEY: 0

District: 6TH

DATE OF DRAWING: C

FAYETTE COUNTY, GA
CITY OF PEACHTREE CITY

REV.

Scale: 1" = 20'

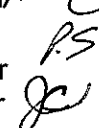
Job No: 0809002

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

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

DATE: October 3, 2008

SUBJECT: Budget Amendments – **Fiscal Year 2009**
October 16, 2008 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached fiscal year 2009 budget amendments.

Discussion:

Attached please find two budget amendments (09-001 and 09-002) that are submitted for City Council approval. Each amends the 2009 budget and are items that were brought to Staff's attention shortly after the approval of the 2009 budget. Amendment 09-001 reduces both the Repairs & Maintenance budget in Leisure Services and the Surplus Carryover by \$27,500 for repairs to Tourism buildings that will either not be done in fiscal year 2009, as originally expected, or will be expended from the new Amphitheater Fund. Amendment 09-002 increases both Surplus Carryover and Technical Services in the Fire Department budget by \$5,600 to cover software support that was inadvertently omitted from the 2009 budget.

Budget Impact:

The net affect of the budget amendments is to decrease both the budgeted revenues and expenditures of the City General Fund by \$21,900.

If you have any questions, please do not hesitate to contact Finance Department Staff.

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-001

DATE October 15, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025	xxx	Surplus Carryover		27,500
100-6110-52-2251	xxx	Repairs & Maint. - Tourism Bldgs.		27,500

TOTAL \$ - \$ 55,000

To reduce Leisure Services 2009 budget by \$15,000 for painting and sandblasting the Amphitheater stage; \$4,500 for gutter and downspout replacement at the Amphitheater; and to cut the heat pump system at the Tennis Center at a cost of \$8,000.

ENTERED

APPROVED

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-002

DATE October 15, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025	xxx	Surplus Carryover	5,600	
100-3510-52-1300	xxx	Technical Services	5,600	

TOTAL \$ 11,200 \$ -

To increase Fire Department 2009 budget for Group 1 - Remote Access Preplan support that was inadvertently omitted from the budget.

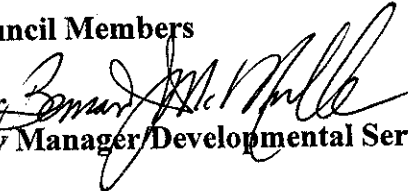
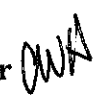
ENTERED

APPROVED

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager/Developmental Services Director 

FROM: Administrative Services Director / City Clerk

DATE: October 9, 2008

SUBJECT: Citizen Request to address Council – LSMV restrictions
October 16, 2008, City Council Meeting

Recommendation:

Staff is not recommending any action at this time.

Discussion:

Mr. Glen Allen submitted the attached letter with a request to address Council at the upcoming meeting. Primarily, Mr. Allen would like the City to reconsider the restrictions against Low Speed Motor Vehicles (LSMVs) crossing Highways 54, 74, Peachtree Parkway, and Crosstown Road.

In 2001, the State adopted legislation allowing LSMVs (vehicles that can go more than 20 mph but not more than 25 mph) to operate on streets with a posted speed limit of 35 mph or less. To assist those who purchased these vehicles in traversing the community, the City adopted an ordinance in December 2001 that allowed LSMVs on Peachtree City's paths as long as they were operated in a mode that restricted the speed to 15 mph. The City also added restrictions, similar to those on golf carts, that LSMVs could not be operated on or across Highways 54, 74, Peachtree Parkway, or Crosstown Road, except at authorized crossings. Peachtree City's ordinance specifies that LSMVs are permitted to cross other streets with a speed limit greater than 35 mph, as long as the street they are on and the street they are crossing to have speed limits of less than 35 mph.

Over the past few months, members of the Planning, Engineering, and Police departments have been reviewing the requirements and working with the Georgia Department of Transportation

(DOT) to look at the possibility of establishing some grade crossings of the State Highways at signalized intersections. The issue is somewhat complicated, involving separate striped lanes and necessary signage.

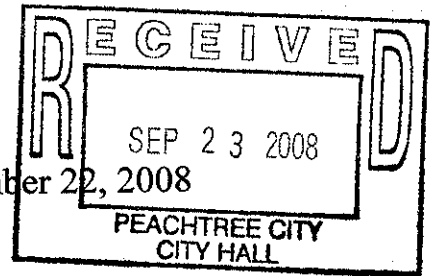
This same group is looking at the LSMV restrictions, following the receipt of Mr. Allen's letter. While it appears the City may allow LSMVs to cross Peachtree Parkway and Crosstown Road, should Council so desire, we have asked the DOT whether LSMV's can cross state highways in regular traffic lanes, whether a signal is required, and if any additional signage is required.

Staff is asking for Council direction as the departments await a response from the DOT and continue to look at the issues in terms of overall path and traffic safety.

Budget Impact:

This item should have no immediate budgetary.

September 22, 2008



Mayor Harold Logsdon
City Hall
Peachtree City, Georgia

Dear Mayor Logsdon,

This pertains to the rules applicable to the operation of low speed motor vehicles (LSMV) in Peachtree City.

The present rules (copy enclosed) do not allow LSMVs to cross Hwy 54, Hwy 74, Peachtree Parkway, or Cross-town Road except in authorized crossings. This often requires these vehicles to detour on extended, circuitous routes to get from one area of town to another

To ban LSMVs from **crossing** the above named four roads at any intersection where the vehicle is properly allowed to operate on the street at two sides of the intersection is unreasonable, illogical, and discriminatory. An example intersection is at the traffic light nearest City Hall where Willow Bend ends and Flat Creek Trail begins on the other side of the light.

If my six-year-old grandson is allowed to walk across Hwy 54 at that intersection, leading his pet rooster, or to ride across on his bicycle, there is no logical or non-discriminatory reason that I should be banned from crossing with my well equipped, well lighted and licensed LSMV.

I hereby request that the rules be changed to correct this situation.

Sincerely,

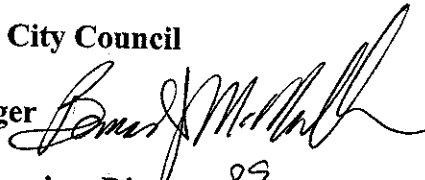
Glen Allen 770 487-7551

cc: All members of City Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Financial Services Director ^{8.9.}
Leisure Services Director 

DATE: October 9, 2008

SUBJECT: FY 2009 Budget Amendment – Establish new Amphitheater Fund Budget
October 16, 2008 City Council Meeting

Recommendation:

Adopt the attached resolution amending the FY 2009 Budget to include a new Amphitheater Fund budget.

Discussion:

As City Council has accepted management responsibilities for the Frederick Brown Jr. Amphitheater, a new enterprise fund has been established to account for the financial activity of the venue. The attached budget proposed for the amphitheater is based upon a ten-show series (one night for each performer) and includes two full-time employees. One is a contract employee who will manage the overall operations of the facility and the other is a box office supervisor. Ample funds have also been budgeted for part-time and temporary employees, as well as other operating expenses, based on past history and anticipated needs for routine maintenance and operation of the facility.

The budget anticipates a surplus of approximately \$100K, and also includes a contingency account of \$50K. Staff believes that this is a very conservative baseline budget that will allow the new manager sufficient flexibility to adjust programs as deemed necessary.

Budgetary Impact:

Will establish budgetary authorization for amphitheater operations for FY 2009.

BUDGET AMENDMENT RESOLUTION

A RESOLUTION AMENDING THE FISCAL YEAR 2009 BUDGET FOR THE ESTABLISHMENT OF AN AMPHITHEATER FUND FOR PEACHTREE CITY, APPROPRIATING THE AMOUNTS SHOWN IN THE BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, the City Council has agreed to accept management responsibilities for the Frederick Brown Jr. Amphitheater (the amphitheater) and,

WHEREAS, a proposed budget for the amphitheater has been presented to the City Council and,

WHEREAS, the City Council has reviewed the proposed Amphitheater Fund budget and,

WHEREAS, the Amphitheater Fund budget includes appropriations for Fiscal Year 2009, incorporates certain revenues and charges to finance these expenditures and fits the anticipated funding sources; and

WHEREAS, the Amphitheater Fund has a balanced budget, such that anticipated funding sources equal proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED that this budget amendment, a summary of which is hereto attached, is hereby adopted specifying the anticipated funding sources for the Amphitheater Fund and making appropriations for proposed expenditures of the fund.

SO RESOLVED, in open session assembled pursuant to law. This ____ day of _____, 2008.

Mayor

ATTEST: _____
Betsy Tyler, Acting City Clerk

**City of Peachtree City
Amphitheater Enterprise Fund
FY 2008 - 2009 Budget**

Amphitheater

Revenues

Admission Fees		
Summer Concert Series I		\$775,316
Summer Concert Series II	\$387,658	
Sponsors	\$387,658	
Sponsors Trade		\$87,500
Rental Fee		\$38,400
Play Rental Fees		\$5,000
Miscellaneous Rental Fees	\$2,500	
Handling Fees	\$2,500	
Series Handling Fees		\$9,500
Play Handling Fees	\$8,500	
Miscellaneous Revenue	\$1,000	
Concession Fees		\$8,500
Merchandise Sales	\$3,500	
Transfer from PCTA	\$5,000	
Operating Transfer from General Fund		\$44,700
Total Amphitheater Revenues:		\$0
		\$968,916

Expenses

Personnel Expenses

Regular Salaries		
Part Time/Temp		\$92,983
Regular Part Time		\$58,000
Maintenance Specialist	\$25,000	
Part Time (Play Reimbursement)	\$30,000	
Overtime Salaries	\$3,000	
Group Insurance - Health		\$1,000
Group Insurance - Dental		\$14,976
Group Insurance - Life		\$748
Long Term Disability		\$324
Social Security		\$316
Medicare		\$9,361
Retirement - Defined Benefit		\$2,189
Retirement - Matching		\$0
Workers Compensation		\$1,860
Total Personnel Expenses:		\$2,892
		\$184,649

Purchased/Contractual Services

Professional Services		
Audit Services		\$2,500
Legal Services		\$1,500
Technical Services		\$2,000
Ticketmaster fees/charges		\$3,000
Other software support fees, etc.	\$3,000	
Merchant account charges	\$0	
Cleaning/Custodial Services (also see bathroom supplies)		\$10,000
R&M - Building		\$1,000
HVAC Contract		\$30,040
Alarm System Monitoring	\$4,200	
	\$840	

**City of Peachtree City
Amphitheater Enterprise Fund
FY 2008 - 2009 Budget**

Gutter Repair	\$4,500	
Sandblast/Paint Stage Area	\$15,000	
Dumpster Service	\$500	
Plumbing Repairs	\$2,000	
General Repairs/Maintenance	\$3,000	
R&M - Equipment		\$3,000
Lighting Maintenance (winterize, bulb replace, etc.)	\$2,000	
Miscellaneous	\$1,000	
R&M - Other		\$2,000
Fire Inspection	\$1,000	
Miscellaneous	\$1,000	
Equipment Rental		\$4,788
Liability Insurance (Special Events)		\$15,000
Communications		\$6,360
Newnan Utilities (internet)		
Cellular Service	\$1,920	
DSL Service (cast house)	\$720	
Centrex/PRI (fax line, phone lines)	\$3,000	
Ticketmaster DSL	\$720	
Advertising/Marketing - Cash		\$20,000
Advertising/Marketing (Trade)		\$21,500
The Guide(Trade)	\$2,500	
AJC(Trade)	\$4,250	
Magic 98.1(Trade)	\$6,250	
Bell South Yellow Pages(Trade)	\$8,500	
Printing & Binding		\$7,500
Printing & Binding (Trade) Graphic Connection (Trade)		\$2,500
Postage		\$2,000
Travel - Employee		\$500
Dues & Fees		\$10,918
Celebrity Access	\$800	
Pollstar Renewals	\$400	
IAAM	\$218	
ASCAP (.8% of gross revenue)	\$6,500	
BMI (.3% of gross revenue)	\$2,500	
Miscellaneous Subscriptions	\$500	
Education & Training		\$2,000
Total Purchased/Contracted Services:		\$148,106
<u>Supplies</u>		
Office Supplies		\$2,000
Operating Supplies		\$9,000
Bathroom Supplies (see cleaning services)	\$3,000	
Landscape Supplies (plants, pine straw, etc.)	\$2,500	
Promotional Items (coozies, etc.)	\$2,000	
Ticket stock	\$1,000	
Miscellaneous Supplies	\$500	
Computer Supplies		\$5,300
PC Replacements (4)	\$4,400	
Color Laser Printer	\$400	
Miscellaneous Supplies	\$500	
Sponsor Expenses (sponsor parties - 2; gifts)		\$2,500

**City of Peachtree City
Amphitheater Enterprise Fund
FY 2008 - 2009 Budget**

Water		
Sewerage		\$250
Stormwater Utility		\$250
Natural Gas		\$440
Electricity		\$2,500
Gasoline		\$11,141
Uniform Expenses (Fred staff shirts)		\$500
Small Tools & Equipment		\$1,500
Walkie-Talkie (3-Way) Radios w/headsets	\$2,000	\$2,500
Miscellaneous Tools/Equipment	\$500	
Miscellaneous Expense		\$500
Total Supplies:		\$38,381
<u>Concert/Program Expenses</u>		
Programs - Concerts		\$312,500
Summer Concert Series I	\$153,750	
Summer Concert Series II	\$153,750	
Opening Acts	\$5,000	
Concert Security (PTC police salaries)		\$10,500
Series	\$8,500	
Rentals	\$2,000	
Venue Cleaning (post-concert)		\$7,800
Series	\$6,500	
Plays (2)	\$1,300	
Sound & Lights		\$80,000
Catering		\$7,500
Catering (trade)		\$2,500
Transportation		\$3,000
Hotel Accomodations		\$10,000
Hotel Accomodations(trade)		\$10,000
Golf Cart Rental (trade)		\$2,500
Floral Arrangements - A Blue Lady (trade)		\$650
Give-aways at Shows - Wireless Toyz (trade)		\$1,250
Total Concert/Program Expenses:		\$448,200
Capital Outlay		
Buildings		\$0
Machinery & Equipment		\$0
Computer Equipment		\$0
Total Capital Outlay:		\$0
Amphitheater Contingency		\$50,000
Grand Total Amphitheater Expenses:		\$869,336
Projected Surplus/(Loss):		\$99,580
Non-cash (trade) transactions		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director P.S.
DATE: October 10, 2008
SUBJECT: Modification of Lease Agreement & Hotel/Motel Tax Agreements with the Peachtree City Tourism Association
October 16, 2008 City Council Meeting

Recommendation:

Approve the modified lease agreement and Hotel/Motel Tax agreement with the Peachtree City Tourism Association as presented.

Discussion:

Since the City will be assuming management responsibilities for the Frederick Brown Jr. amphitheater as of November 1, it is necessary to modify the lease agreement with PCTA to remove any references to them having management responsibilities for the venue. The lease also stipulates the terms for reimbursement to the City for any City employee labor used by PCTA, such as accounting services, technical support or other support services outlined in the lease.

Similarly, the Hotel Motel Tax agreement between the City and PCTA needs to be modified to remove any reference to the Frederick Brown Jr. amphitheater, and to clarify the need for budgetary authorization of the Hotel/Motel Tax supplement by the City.

Budgetary Impact:

N/A

STATE OF GEORGIA
COUNTY OF FAYETTE

LEASE AGREEMENT

WHEREAS, the City of Peachtree City and the Peachtree City Tourism Association, Inc. entered into a Lease Agreement on January 5, 2004; and

WHEREAS, the parties have amended said Lease Agreement; and

WHEREAS, the parties desire to mutually terminate the Lease Agreement dated January 5, 2004, and to enter into a new lease agreement.

NOW THEREFORE, the parties do hereby agree as follows:

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

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

1.
PREMISES

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

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

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

2.

TERM/RENEWAL TERMS/TERMINATION

2.1 The Initial Term of this Lease shall be for twelve (12) months (the "Initial Term"), beginning on the 1st day of December _____ day of _____, 2008 (the "Commencement Date") and ending on the 30th 31st day of December, 2008 day of November, 2004. Each Renewal Term shall be for one (1) year (twelve (12) consecutive months) beginning on December 1 and ending November 30. The first installation of rent shall be due and payable on the Commencement Date.

2.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Lease shall automatically renew for five (5) additional one-year terms (the Renewal Term(s)), annually, beginning on January 1 and ending on December 31 of each succeeding year, unless notice of non-renewal is sent to the Lessee from the Lessor, as appropriate, or unless this Agreement is otherwise terminated as set forth herein. Notices of non-renewal shall be sent no later than ninety (90) days prior to the end of the term (initial or renewal term).

2.3 In addition to any other rights of either party set forth in this Agreement, either party may terminate this Lease Agreement by providing thirty (30) days written notice to the other party.

3.

FUNDING

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

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

3.3 ~~Lessor shall provide financial management, technical and general administrative support to the Lessee in exchange for an annual payment from Lessee to Lessor in the amount of Five Thousand Dollars (\$5,000.00).~~

(a) In accordance with a prior request of the Association, the City agrees; subject, however to certain stipulations as hereinafter set forth, perform the following work for the Association:

1. Provide payroll services to the Association, including but not limited to all withholding, IRS reporting, issuing payroll checks and related activities.
2. Assist in the preparation of the annual audit of the Association.

3. Provide information technology services to the Association.
4. Provide a city employee for the purpose of acting as the recording secretary for the Association.
5. Provide city employees for the purpose of providing police services to the Association.
6. Provide maintenance and gasoline for Association vehicles.

(b) The Association understands and agrees that the ability of the City to perform all such requested services is subject to the City's own work schedule and subject further to the availability of the necessary City employees.

(c) The Association agrees to be responsible for, and to indemnify the City against, any and all third party claims that arise out of the City's performance of the services set forth in this Section 3.3. This indemnification shall be in addition to any other indemnifications required by the Agreement.

(d) Compensation. The Association agrees to reimburse the City for all expenses, including overtime pay, FICA, Medicare, retirement benefits and other withholding paid by or on behalf of the City to the employee(s) who provides any of the services to the Association. In addition, the Association agrees to reimburse the City for all actual expenses incurred for parts and fuel provided for Association vehicles. Said amounts shall be billed on an as-needed, but not less than quarterly basis, and shall be billed based upon the hours of work and the hourly rate of the employee who performs such work and the actual cost of parts and fuel provided to the Association.

(THE ABOVE WAS SET FORTH IN THE FIRST AMENDMENT TO THE LEASE AGREEMENT)

4.

USES OF PREMISES

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

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

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

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

5. CARE OF PREMISES

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

6. REPAIRS/MAINTENANCE/IMPROVEMENTS

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

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

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

7.
INSURANCE

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

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

8.
LESSOR ACCESS

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

9.
DEFAULT/REMEDIES

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

9.1.1 Any petition is filed by or against Lessee under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against Lessee,

Lessee shall have thirty (30) days within which to have the petition dismissed.

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

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

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

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

10.
ASSIGNMENT/SUBLEASE

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

11.
INDEMNIFICATION

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

12.
ENVIRONMENTAL INDEMNITY

Lessee shall conduct its business within the Premises and on the Land in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4.15 pertaining to biomedical waste). Lessee agrees to indemnify and hold Lessor harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by Lessor as a result of or in connection with Lessee's failure to comply with any of the foregoing provisions.

13.

ATTORNEY'S FEES/EXPENSES

Lessee agrees to pay all reasonable attorney's fees and reasonable expenses the Lessor incurs in enforcing any of the obligations of the Lessee under this Lease, or in any litigation or negotiation in which the Lessor shall, without its fault, become involved through or an account of the Lessee.

14.

ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. In entering into this Agreement, the parties hereto hereby waive and release any and all claims against each other which arose out of the Lease Agreement dated January 5, 2004, as amended.

15.

WAIVER

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

16.

TIME ESSENCE

Time is of the essence of this Lease Agreement.

17.

NO ESTATE

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

18.

SUBORDINATION

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

19. UTILITIES

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

20. NOTICES

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

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

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

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

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

LESSOR:

City of Peachtree City

By: _____
Title: _____
Date: _____

LESSEE:

Peachtree City Tourism Association,
Inc.

By: _____
Title: _____
Date: _____

STATE OF GEORGIA
COUNTY OF FAYETTE

**AGREEMENT FOR A CERTAIN PORTION OF THE HOTEL / MOTEL TAX
TO BE EXPENDED TO THE PEACHTREE CITY TOURISM ASSOCIATION
FOR THE PURPOSE OF PROMOTING TOURISM, CONVENTIONS AND
TRADE SHOWS**

THIS AGREEMENT entered into this ____ day of _____,
2008 between THE CITY OF PEACHTREE CITY (hereinafter referred to as "City") and
the PEACHTREE CITY TOURISM ASSOCIATION (hereinafter referred to as
"Association").

WITNESSETH:

WHEREAS, the Association was created by the City on the 10th day of
November, 2003; and

WHEREAS, the Association is organized pursuant to the Georgia Non-Profit
Corporation Code and has further qualified as a non-profit corporation under Section
501(c)(6) of the United States Internal Revenue Code; and

WHEREAS, the Association was created to serve the needs and interest of
tourism, including the promotion of tourism, conventions and trade shows within the City
as defined in O.C.G.A. § 48-13-50.2; and,

WHEREAS, the City is willing to dedicate a certain portion of the hotel/motel tax
revenues collected or other City funds as the City may deem necessary or appropriate by
the City for the purpose of promoting tourism, conventions, and trade shows as defined in
O.C.G.A. § 48-13-50.2.

NOW, THEREFORE, in consideration of the mutual covenants provided herein,
the City and the Association agree to enter into this Agreement to provide a steady stream
of income for the Association to promote tourism, conventions and trade shows as
defined in O.C.G.A. § 48-13-50.2, which, in turn, benefit all citizens of the City by
improving the local tax base as follows:

- (1) The City shall dedicate and expend a portion of the hotel/motel tax
revenues to the Association based upon percentages of the tax
revenue collected pursuant to the provisions of O.C.G.A. § 48-13-
51(a)(3.4), which amount shall not be less than two-thirds (2/3) of
the total hotel/motel tax revenues received by the City, which

amount shall be forwarded to the Association by the City on a monthly basis.

- (2) The Association shall utilize the funds it receives from the City's hotel/motel tax revenues to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2, and for the benefit of the citizens of the City, in accordance with the annual budget which is adopted by the Association and approved by the City Council of Peachtree City.
- (3) This Agreement shall continue and shall be in force from the effective date of this Agreement through and including December 31, 2008. Thereafter, this agreement shall renew automatically for a one year term beginning January 1 and expiring on December 31 of each year thereafter unless a party hereto shall give written notice to the other party of non-renewal at least sixty (60) days prior to the renewal date; provided, however, that this agreement shall automatically terminate if the agreement between the City and the Association for the operation, management and support of the Tennis Center and ~~Amphitheater~~ is terminated prior to such date.
- (4) If this Agreement is deemed to be for the acquisition of any supplies, materials, equipment or other personal property, then title to such supplies, materials, equipment or other personal property shall remain in the Association until fully paid for by the City.
- (5) Both the City and the Association have agreed, through their respective representatives to enter into this Agreement and have given the Mayor and Chairman of the Association the power to sign on behalf of each.
- (6) The Association shall continue to operate, manage and support the Tennis Center, ~~Amphitheater~~ and other agreed upon city events and services to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2.

This Agreement entered into as of the date first above-written.

CITY OF PEACHTREE CITY

TOURISM ASSOCIATION

BY: _____
Harold K. Logsdon, Mayor

BY: _____
Chairman
Peachtree City Tourism
Association, Inc.

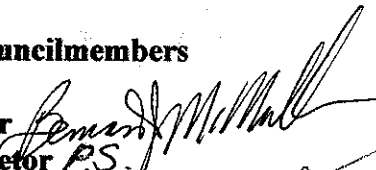
ATTEST:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

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

FROM: Leisure Services Director 

DATE: September 9, 2008

SUBJECT: Consider Acceptance of Amphitheater Manager Contract
For City Council Meeting October 16, 2008

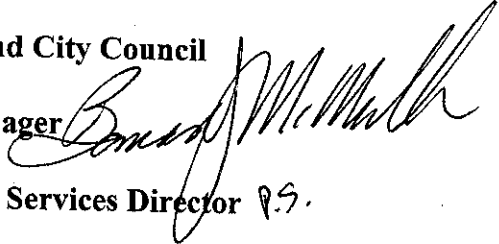
Recommendation: That Council authorizes the City Manager to accept and sign the contract to hire Nancy Price as the Frederick Brown Amphitheater Manager for a term of one-year, renewable annually on January 1, contingent upon agreement between the city and contract employee. This is a 40-hour/week, full-time position with full benefits, at Grade 280, step 20, base salary \$57,488.

Discussion: At the September 2 workshop Council directed staff to fill the contract position of Amphitheater Manager. From the many applications received, seven were selected to interview. A three-person panel compared candidates in several areas, including: direct experience with the position requirements, familiarity with the venue, familiarity with the demographics of the audiences to be served, their general approach to the tasks at hand, their perspective on the subject of the Amphitheater as a revenue center versus a local city amenity, and their enthusiasm for the job. All applicants brought credible strengths to the table, but Nancy Price stood out as the most qualified across the board. Her background, experience and close, productive ties to the community will position her to very successfully manage the transition.

Budget Impact: The pay and allowances of this position are within the budget as amended.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director P.S.
DATE: October 9, 2008
SUBJECT: Consider Update to CAR 8-2 – Travel Policies

October 16, 2008 City Council Meeting

Recommendation:

Accept changes made to the travel policies as presented in the attached CAR 8-2.

Discussion:

Changes were made to clarify reimbursement for meal expenses for day of arrival and day of departure, as well as meal reimbursements for trips with no overnight stay. The entire policy was also reviewed and updated for compliance with current IRS Code and State Law. A copy of the entire revised CAR is attached for your review.

Budgetary Impact:

N/A

OPR: Financial Services
3/85 (Revised 03/08)

Policy Statement	Section	I	Meal Expenses	Section	VI
Responsibility		II	Other Expenses		VII
Trip Authorization		III	Employee Group Meals		VIII
Selection of Travel		IV	Key Compliance Issues		IX
Authorized Modes of Travel		V	Expense Reports		X
			Cash Advance		XI

I. Purpose

The policies and procedures contained herein govern authorization of travel on City business, modes of travel and related expenses while on official City business, and the reporting requirements and travel reimbursement for City Mayor, City Council members, current employees, City Attorney, Municipal Court Judge and volunteers for the cost of such travel. For purposes of this policy the term "employee" will include all of the following: the current Mayor and City Council members, current employees, City Attorney, Municipal Court Judge and volunteers.

This policy primarily responds to the regulations of the US Internal Revenue Code and State of Georgia law, particularly O.C.G.A. 36-35-4, O.C.G.A. 16-10-20, which governs elected officials.

The travel and business expense policy assures that the City of Peachtree City and its business related travelers are in compliance with the above regulations; enables the City to protect its reputation and municipal status by avoiding excessive or inappropriate spending; and provides City Council with the ability to control the approved budget.

The key requirements for the reimbursement of travel and business related expenses under the City's Accountable Plan:

1. Business Connection – Employee must have paid or incurred deductible expenses while performing services as a municipal employee; and
2. Substantiation – Records must substantiate the 1) amount, 2) time and date, 3) place, and 4) business purpose; and
3. Excess reimbursements over and above actual expenses must be returned within a reasonable time.

Reimbursements should always be fair and consistent; within City budgetary constraints; and pass the "Front-page test" – will it seem appropriate to others (i.e., taxpayers and benefactors) that the City pays for this expense?

II. Responsibility

It is the responsibility of the employees (as defined above) to adhere to the requirements of this regulation. Any deviation from the policies set forth will require prior approval of the City Manager. Each City employee also has the responsibilities to use discretion and seek economical

lodging, transportation and meals when traveling on City business. State contracts for lodging and auto rentals should be checked when traveling in state.

III. Trip Authorization

Any employee who will be traveling on City business must complete an "Official Travel Authorization" (CTH-20) form (Attachment 1). This form must be forwarded to the Division Director/Chief for approval. The City Manager's approval is required before any expenses in connection with the request are incurred by the employee.

Employees will ONLY be reimbursed for their individual travel expenses and the City will not reimburse an employee for expenses he/she paid on behalf of another traveling employee or guest. Each individual is expected to pay for his/her own expenses and request an advance or reimbursement for qualified business expenses. An exception may be made for an emergency situation with documented justification and approval.

IV. Selection of Travel Mode

The factors used to determine the mode of travel to be utilized should include, but not be limited to the following considerations:

- Comparative costs of all authorized modes of travel
- Number of employees and volunteers, traveling to the same destination
- Duration of trip
- Driving distance/time/safety
- Availability of City vehicle (for extended trips will the vehicle be needed in the City)

It is anticipated that with a few exceptions, the most economical mode of travel for the City will be selected.

V. Authorized Modes of Travel

The following modes of travel are authorized for use by City Mayor, City Council members, current employees, City Attorney, City Judge and volunteers when on official business. The modes of travel to be utilized shall have the approval of the Division Director/Chief and City Manager.

City Vehicles - When practical, Mayor, City Council members, current employees, City Attorney, City Judge and volunteers shall utilize City vehicles for travel.

The following rules apply to use of City vehicles:

- Travel should not normally exceed one (1) day's safe driving time
- Dependents of Mayor, City Council members, current employees, City Attorney, City Judge and volunteers shall not travel in City vehicles
- City vehicles shall not be used for personal travel while at the destination, but may be used for travel to restaurants.

Personal Vehicles - Use of a personal vehicle for City business travel must have prior written approval of the Division Director/Chief and the City Manager if the employee desires reimbursement

for mileage. The City will typically reimburse personal travel costs based on point-to-point mileage unless the employee chooses to be reimbursed for actual gasoline expenses incurred (**original itemized receipts must be submitted**). The City will then reimburse the employee by the method which has the lowest cost to the City.

The City does not have insurance to cover personal vehicles used for business travel. The Division Director/Chief and the City Manager may approve use of a personal vehicle for travel on official business under the following circumstances:

- A City vehicle is not available
- The employee desires the accompaniment of a family member, or is taking vacation in conjunction with official travel
- It is cost effective to do so (the City's reimbursed amount will be the rate established by the IRS)
 - Mayor, City Council members, current employees, City Attorney, City Judge and volunteers, should keep a record (e.g., spreadsheet, notebook or ledger; AAA triptic or MapQuest printout) of their use of their private vehicle for business travel. The written record should include:
 - The dates and points (Address, City, State) of departure and arrival
 - Business purpose of trip
 - Total mileage
 - Calculation of reimbursement (total mileage * mileage reimbursement rate)
 - Employees may be reimbursed for the actual mileage incurred from the point of departure to the travel destination. During the normal workweek, the point of departure will be either the employee's residence or headquarters, whichever is nearer to the destination point. During weekends and holidays, employees should use actual point of departure to calculate travel mileage
 - The per mile reimbursement amount will be based upon the current Standard Federal Mileage Rates.
 - The rate for the current year can be found on irs.gov or in Publication 553
 - Employees are NOT entitled to mileage reimbursement for:
 - Travel between their place of residence and their official headquarters, or
 - Personal mileage incurred while on travel status

Airline - Employee should use airline travel when:

- Travel exceeds more than (5) five hours safe driving time and
- It is more cost-effective to use air travel than another mode of travel

VI. Meal Expenses

The following rules apply to meal expenses:

The City will not reimburse the Mayor, City Council members, current employees, City Attorney, City Judge and volunteers, for any meals that are provided as part of a conference, seminar or training. Employees choosing not to partake of the meal(s) provided will not be reimbursed for any meal purchased in lieu of the provided meal unless the employee has prior City Manager approval for bona fide reasons and will be reimbursed at the per diem rate for all such meals.

Meal expenses with no overnight stay:

Per IRS regulations, in order for a reimbursement of an expense for business travel to be excludable from income, including meals and lodging, the employee must travel "away from home" in the pursuit of business on a temporary basis. The statutory phrase "away from home" has been interpreted by the U.S. Supreme Court to require a taxpayer to travel overnight, or long enough to require substantial "sleep or rest". Thus, merely working overtime or at a great distance from the employee's residence does not create excludable reimbursements for travel expenses if the employee returns home without spending the night or stopping for substantial "sleep or rest".

The City will generally reimburse Mayor, City Council members, current employees, City Attorney, City Judge and volunteers for meals purchased when attending meetings, seminars, training sessions, etc. outside of Fayette County, with no overnight stay, when a meal is not provided at the meeting, seminar, training session, etc., at one of two rates – the U.S. General Services Administration (GSA) per diem (per meal) rate or the actual cost of the meal, including tax and tip. An **itemized** meal receipt (not the credit card receipt) is required for reimbursement of actual meal costs. If no **itemized** meal receipt is available, the reimbursement will be at the per diem rate. However, under Internal Revenue Service (IRS) standards, meal reimbursements, with no overnight stay as described in the preceding paragraph, are fully taxable benefits (subject to withholding, FICA, and Medicare taxes) unless they meet the requirements below. These reimbursements will be processed through the City payroll system and will appear as an adjustment to a subsequent payroll check.

Reimbursements or allowances provided to the Mayor, City Council members, current employees, City Attorney, City Judge and volunteers, for meals in the course of hosting a gathering or meeting that may be excludable if the expenses are ordinary and necessary and meet the following IRS requirements:

1. The main purpose of the combined business and meal is the active conduct of business, and
2. Business is actually conducted during the meal period, and
3. There is more than a general expectation of deriving some specific business benefit at some future time.

The City will generally reimburse the Mayor, City Council members, current employees, City Attorney, City Judge and volunteers for meals purchased in association with City business meetings either within or outside Fayette County, if the substantial purpose of the combined business and meal is to conduct City business. These reimbursements are not considered taxable benefits and are therefore not subject to withholding taxes. **Itemized** meal receipts are required for reimbursement.

The City will generally reimburse the Mayor, City Council members, current employees, City Attorney, City Judge and volunteers for meals purchased in association with trade or professional association meetings if attendance/participation is related to City business. Examples are chambers of commerce or trade and professional associations. These reimbursements are not considered taxable benefits and therefore not subject to withholding taxes. Receipts are required for reimbursement.

No reimbursement will be made for alcohol purchases.

Meal expenses with an overnight stay:

The City will reimburse the Mayor, City Council members, current employees, City Attorney, City Judge and volunteers for actual meals purchased at conferences, seminars, training, etc. up to the

U.S. General Services Administration (GSA) per diem rate as indicated below. No receipts will be necessary for meal reimbursements since the City will only reimburse meals with overnight stays at the actual cost of the meal up to the GSA per diem rates.

If no meals are included as part of the conference, seminar, training, etc., up to the standard per diem rate allowed by GSA at the primary destination will be allowed for reimbursement.

If certain meals are included as part of the conference, seminar, training, etc., the standard per diem (per meal) rate allowed by GSA at the primary destination will be allowed for reimbursement for only the meals not included in the conference, seminar or training registration.

On the day of departure from home or a City location to a conference, seminar, training, etc., when no meal is provided, reimbursement will generally be allowed up to 75% of the GSA per diem meal rate.

On the day of return to home or a City location from a conference, seminar, training, etc. when no meal is provided, reimbursement will generally be allowed up to 75% of the GSA per diem meal rate.

The Finance Department will provide postings for GSA per diem amounts for Georgia destinations on a quarterly basis. All other amounts are available on the GSA web site or from the City Finance Department.

VII. Other Expenses

Additional reimbursement expenses include:

Lodging - The City will provide a check payable to the hotel/motel for the single occupancy room rate (double occupancy if two or more employees are sharing a room). The check is to be delivered to the hotel/motel upon registration, along with the City's state tax exemption form and hotel/motel tax exemption form. A hotel/motel receipt is necessary and must be submitted with the expense report. Should the employee take a spouse or other non-reimbursable guest, the hotel/motel clerk must indicate on the receipt the single occupancy rate. The City will reimburse the employee for any approved hotel/motel charges that exceed the amount of the deposit check. Hotel/motel reservations may be booked using a personnel credit card. However, Mayor, City Council members, current employees, City Attorney, City Judge and volunteers must request a check for the standard hotel/motel charges at least two weeks prior to departure in lieu of using a personal credit card for the actual charges.

Taxi/Limousine Travel - Actual amounts will be reimbursed. Receipts should be obtained.

Telephone Calls - Calls to the office will be reimbursed.

Gratuities - Tips should not exceed 20 percent of the total bill. Actual tip is to be shown on the **itemized** meal receipt, if applicable. Per Diem reimbursements include tips and will not require receipts.

Rental Auto - Car rental requires the prior approval of the Division Director/Chief and City Manager. Copy of rental agreement and receipt of payment is required.

VIII. Employee Group Meals

Under certain infrequent circumstances, Mayor, City Council members, current employees, City Attorney, City Judge and volunteers are required to remain at the work site during mealtime. Such circumstances include emergency, but may also include intra-departmental meetings or training sessions, where the meeting or training session continues during the meal and the Mayor, City Council members, current employees, City Attorney, City Judge and volunteers are not permitted to leave the premises of the meeting site.

Under these and similar circumstances, departments may purchase meals for the affected Mayor, City Council members, current employees, City Attorney, City Judge and volunteers. Purchase of such meals should be approved by the City Manager prior to the date of the event (for non-emergency situations). Such expenditures are limited to the purchase of meals only (this does not include snacks). Meal expenses associated with meeting/training sessions must be documented by a copy of the formal written agenda and will be reimbursed after presentation of an original **itemized** receipt. In all instances, a listing of Mayor, City Council members, current employees, City Attorney, City Judge and volunteers and guests for whom meals were purchased must be retained.

IX. Key Compliance Issues – Definitions

- i. Business Purpose – All expenses must be for a valid business purpose that is necessary and reasonable in order to conduct City business. A business purpose must be documented for all expenditures for which an employee is requesting reimbursement
- ii. Business purpose must be specific. The business purpose of an expense may be obvious to the employee, but it is not always to a third-party.
- iii. Receipts – The employee is expected to obtain original **itemized** receipts for all expenses for which they plan to have reimbursed with the exception of approved “per diem” reimbursements. An original receipt may take many forms (i.e., cash register receipt, copy of an order form, web receipt or confirmation.) A receipt must identify:
 1. The date of purchase
 2. The vendor name
 3. **Itemized** list and unit price of the purchased items
 4. The total amount

Proof of Payment: The employee is expected to obtain proof of payment for all expenses for which they plan to have reimbursed. Proof of payment may take many forms but must demonstrate that payment was tendered and must identify the means by which payment was tendered by the employee. This information is usually included on the original receipt. Examples may include:

Cash tendered

Paid

A zero balance due

Debit/Credit card payment (card type, last four digits of card and/or signature)

X. Expense Report

Upon completion of travel, the employee shall promptly (within 30 days of return) complete an expense report. The following rules shall apply to the filing of the expense report:

Use City Hall Form CTH-1 for reporting expenses (Attachment 2). Addition should be double checked and all required receipts, if applicable and explanations attached to the form. The form is to include all prepayments made for the travel, such as conference registration and hotel/motel costs. The report is to be completed in ink or typewritten.

If a required receipt is lost, a written explanation must be attached to the report. Also, attach a written explanation for any expense which exceeds any authorized amount. Other documentation such as airline tickets, rental car agreements, etc., should be attached. **Itemized** receipts (not a credit card total) shall be attached to the expense report. Please note: the City will not reimburse more than the per diem (per day) amount for meals associated with an overnight stay.

Forward the completed report to the Division Director/Chief for approval, who in turn forwards the report to the Finance Department for review and payment.

City Mayor, City Council members, current employees, the City Attorney, City Judge and volunteers are required to sign their travel expense statement, attesting that the information presented on the form is accurate. City Mayor, City Council members, current employees, the City Attorney, City Judge and volunteers who provide false information are subject to criminal penalty of a felony for false statements, which is subject to punishment by fine of not more than \$1,000 or imprisonment for not less than one year or more than five years.

XI. Cash Advance

- a. A cash advance for business expenses may be permitted upon approval of the Division Director/Chief and the City Manager. An advance should be reconciled within ten (10) working days after the completion of the conference or event. An employee must reconcile an outstanding advance before being issued a new one.

APPROVED:

Financial Services Director

Administrative Services Director/City Clerk

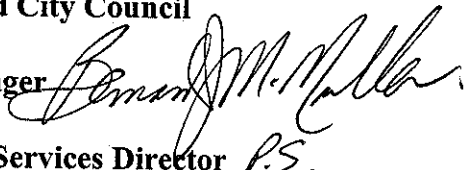
Assistant City Manager

City Manager

City Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director P.S.
DATE: October 9, 2008
SUBJECT: Consider Credit Card Policy – CAR 7-3

October 16, 2008 City Council Meeting

Recommendation:

Accept Credit Card policy 7-3 as presented

Discussion:

The city has been using credit cards for certain expenses such as travel arrangements, online purchases and some other transaction where use of the normal purchasing procedures is either not possible (online only) or not practical and/or efficient, such as travel arrangements and offsite meetings. The permitted uses have now been outlined in this CAR as well as the non-permitted uses. The policy establishes guidelines for city credit card use and also defines responsibilities of city staff.

Budgetary Impact:

N/A

CAR 7-3 Credit Card Policy

CAR

OPR: Finance

7/31/08

Purpose	Section I
Cardholder Responsibilities	II
Unauthorized Purchases	III
Division Director or Chief Responsibilities	IV
Financial Services Director Responsibilities	V
Auditing Procedures	VI
Resolving Disputes and Billing Errors	VII
APPENDIX – Forms PUR 7-7 to PUR 7-11	

I. PURPOSE

The purpose of this policy is to define the City of Peachtree City's Credit Card Program (Program) and establish minimum standards for Program management, credit card possession and use. This policy is not intended to replace current State of Georgia statutes, State Credit Division guidelines, Executive Orders or City of Peachtree City ordinances.

The purpose of the Program is to establish a method to purchase goods and services that cannot be made through the normal purchasing procedures. The Program was designed to streamline payment procedures and reduce the administrative burden associated with special purchases, travel reservations and summer camp programs. The Program is not intended to be a discretionary alternative to normal purchasing procedures.

The use of bank-issued credit cards, as approved by the Finance Department, are the only major credit cards authorized for use by the City of Peachtree City hereinafter referred to as "The City". All approved City of Peachtree City business purchases made with the credit card and paid for with City of Peachtree City funds are exempt from Sales and Use Tax as defined by the Official Code of Georgia (O.C.G.A.) § 48-8-3(1).

At no time should the credit card be used for personal purchases regardless of the circumstance. Utilizing the credit card for personal use may result in disciplinary action, including termination from city employment with possible criminal charges filed against violators of this policy.

The primary benefits of the Credit Card system for departmental users are:

- Purchase of goods and services that cannot be made through normal purchasing procedures
- Travel - The card may only be used for travel/ training registration, hotel reservations and airline ticket purchases and only after receiving written pre-approval from the City Manager. A travel authorization form must be approved for each individual before any reservations can be made or expenses incurred.
- Summer Camp Programs

- Purchases that can only be transacted online
- At the discretion of the Director or Chief, departmental emergencies or other urgent matters that could not be conducted during normal business hours or need to be purchased immediately, not to exceed 2 such transactions per month

The Financial Services Director and Assistant Finance Director will jointly administer the Credit Card program and will act as the liaison between the departments, vendors and the credit card company.

Program Overview

- Credit Cards will be issued to limited, selected City employees only.
- The employee's name must be embossed on the card.
- Credit Cards will not be transferable between individuals or departments.
- Employee's immediate supervisor and Division Director or Chief must approve the request for a card. The City Manager or his designee will make the final decision on obtaining an individual credit card.
- Cardholders make purchases (using established guidelines from CAR 7-1) and receive a monthly Cardholder statement from the credit card company; individual invoices/receipts are to be maintained by the Cardholder until the statement is received.
- Cardholder matches receipts to monthly statement, reviews, verifies and forwards to their immediate supervisor and/or Division Director or Chief.
- The Division Director or Chief must note the actual receipt date of the statement; and ensure that:
 - Supporting documentation of purchases is complete and is attached to the Cardholder statements;
 - The Cardholder has entered descriptions of the items purchased on the charge slips or the statement;
 - The items purchased were authorized, received the necessary clearances prior to purchase, and were otherwise appropriate and documented with the business purpose
 - Division Director or Chief is responsible for ensuring that the original statement with attached original itemized receipts/business purpose documentation are forwarded timely each billing cycle to Accounts Payable

II. CARDHOLDER RESPONSIBILITIES

Issuance of a Credit Card is a relationship of trust between Cardholders, Divisions/Departments and the City. The Division of Finance has the responsibility to provide quality service and information to Division Directors/Chiefs, and Cardholders. Cardholders' responsibilities are outlined below.

Before using the Credit Card, determine if it is the appropriate purchasing method. Generally the Credit Card can be used for special purchases up to a maximum amount of \$5,000.00. There are a number of exceptions for the specific types of goods and services that can be purchased using the Credit Card. For a complete list of this exception, please see *Unauthorized Purchases – Page 3*.

- The Credit Card shall be used strictly for City of Peachtree City business. **No personal use of the card is allowed.**
- Only the approved Cardholder shall use the Credit Card. The card is not transferable between employees.

- Cardholders **shall not** receive cash back for any refunds or exchanges. Refunds or exchanges must be credited to the Credit Card account.
- The Credit Card may be used in person, via mail, telephone, fax or Internet purchases.
- Cardholders shall tell suppliers that they will be paying with the Credit Card (Visa) and state that the City of Peachtree City is exempt from Georgia sales tax. The Financial Services Director or the Assistant Finance Director can provide a copy of the State Exception Certificate in the event that a supplier requires a hardcopy. This certificate can be presented in person or faxed to the supplier.
- Cardholders shall **retain copies of original itemized receipts** and related documents and attach each month to their Cardholder Statement. This documentation may be required for auditing purposes by the IRS, City Auditors, and/or other agencies that require auditing of City expenditures.
- Cardholders shall forward receipts with the appropriate Payment Request Form and Bankcard statement to their immediate supervisor and/or Division Director or Chief.
- Division Directors or Chiefs will be responsible for retrieving cards from employees who leave the City of Peachtree City, change departments, or move to a job in which they will no longer require a Credit Card. The Division Director or Chief will forward the card to the Financial Services Director indicating department name, Cardholder name, Cardholder account number and the reason for canceling the account.
- Cardholder shall report lost or stolen cards immediately to their Division Director or Chief and the Financial Services Director or his designee. Cardholder shall immediately report a loss or theft to the credit card company and to the Finance Department.
- The Credit Card shall always be treated with *at least* the same level of care Cardholders treat their own personal credit cards. Cardholders shall keep the Credit Card in a secure location and guard the Credit Card account number carefully. City credit cards should not generally be carried with the employee but only when being used for a specific purpose.

The Cardholder is responsible for ensuring the Credit Card is used within the guidelines as stated in this Credit Card Policy as well as their Division Policies and Procedures relating to the expenditure of Divisional Funds. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to his/her immediate supervisor and Division Director or Chief and further disciplinary measures that may include termination.

While Credit Cards offer a wonderful method of payment, if they are not paid in full and on time, they can easily turn into debt.

III. UNAUTHORIZED PURCHASES

The Credit Card SHALL NOT be used to purchase the following items:

- Cash Advances;

- Meals, food items, snacks UNLESS the meal is in the course of hosting a gathering or meeting that may be excludable if the expenses are ordinary and necessary and meet the following requirements:
 - The main purpose of the combined business and meal is the active conduct of business, and
 - Business is actually conducted during the meal period, and
 - There is more than a general expectation of deriving some specific business benefit at some future time.
- The City will generally reimburse the Directors or Chiefs for meals purchased in association with City business meetings either within or outside Fayette County, if the substantial purpose of the combined business and meal is to conduct City business. These reimbursements are not considered taxable benefits and are therefore not subject to withholding taxes. **Itemized** meal receipts are required for reimbursement.
- Alcoholic beverages;
- Gift Cards; gift cards can only be purchased through the Finance Department and only after being properly approved and requested by the Human Resource Department;
- Goods and Services available through the City's Annual Contracts;
- Supplies and materials that are available through other required purchasing mechanisms or other vendors with existing credit/charge accounts with the City of Peachtree City. (Home Depot, Publix, Kroger, Wal-Mart, Best Buy, Radio Shack, Gil Roy's, Smith and Davis, Staples, Office Depot, Miles Ace Hardware, Lowes, Georgian Park Car Wash, County Auto Parts, Kauffman Tire, K-Mart)
- Bonds and Capital Improvement Expenditures;
- Capital Equipment – For purposes of this policy, Capital Equipment is any unit of equipment with a unit cost of more than \$500 or more and useful life of one year or longer;
- Computer/Media Equipment, Supplies, and Accessories normally approved through the Information Technology Department - These items must be restricted in order to ensure City-wide Hardware/Software standardization and compatibility;
- Professional Services - Architectural/Engineering, Legal or other state-certified professional;
- Storeroom Supplies available through the City Store;
- Telecommunications Equipment and Internet Services;
- Subscriptions and Publications – These items must be submitted on a purchase requisition or payment request form

Disallowed charges or charges not properly identified, late fees and other service charges will be paid by the employee before the charge card billing is due. Failure to do so will render the employee

personally liable where the City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the employee up to the unpaid amount plus interest and/or fees at the rate charged by the bank that issued the cost. Employees shall not use the credit card if any disallowed charges are outstanding.

The act of obtaining a City Credit Card does not indicate pre-approval of expenditures/expenses

IV. ALLOWED PURCHASES

- Purchase of goods and services that cannot be made through normal purchasing procedures
- Emergency City vehicle repairs
- Travel - The card may only be used for travel/ training registration, hotel reservations and airline ticket purchases and only after receiving written pre-approval from the City Manager. A travel authorization form must be approved for each individual before any reservations can be made or expenses incurred
- Summer Camp Programs
- Purchases that can only be transacted online
- At the discretion of the Director or Chief, departmental emergencies or other urgent matters that could not be conducted during normal business hours or need to be purchased immediately, not to exceed 2 such transactions per month

V. DIVISION DIRECTOR OR CHIEF RESPONSIBILITY

Each Division Director or Chief will be the Credit Card requesting designee and The Division Director or Chief must receive training before any employees in the department may receive a Credit Card. Responsibilities include:

- Reviewing vendor receipts attached to the Cardholder statements and verifying against the Credit Card Statement.
- Ensure that payment requests are processed promptly upon receipt of monthly statements, and submitted to Finance, in order to avoid accrual of finance charges.
- Ensure that the Financial Services Director or his designee has been informed of any disputes with a vendor that cannot be immediately resolved by the Cardholder. Unresolved matters should be reported and/or resolved within 3 business days of the dispute.
- Notifying Financial Services Director of lost or stolen cards.
- Requesting that the Financial Services Director cancel a Cardholder's card (e.g. terminated employees, transferring department, loss of Credit card privileges) as approved by Division Director.

- Collecting canceled cards from Cardholders and forwarding to the Financial Services Director
- Contacting the Finance Department to assist Cardholder with erroneous declines and emergency transactions.
- The Division Director or Chief, or designee, will review and verify for each Cardholder, vendor receipts, packing tickets, and charge slips. They will be responsible for submitting the Summary of Credit Card Charges to the Financial Services Director on a monthly basis and submitting any Credit Card Dispute Forms and Credit Card Missing Receipt Forms to the Financial Services Director when the occasion for these forms arises.

VI. FINANCIAL SERVICES DIRECTOR RESPONSIBILITIES

The Financial Services Director (or his/her designee) will be responsible for the over-all Credit Card Program. The responsibilities include:

- Organization liaison with the credit card company
- Reviewing Department approved applications for completeness of required information
- Submitting completed applications to Credit Card company
- Training Division Director or Chiefs prior to approving Credit Card application
- Training Cardholder in conjunction with approving Credit Card application
- Having Cardholder sign Cardholder Agreement (Form PUR 7-7), signifying agreement with the terms of the Credit Card Program
- Handling disputes charges/discrepancies not immediately resolved by Cardholder or Division Director or Chief
- Securing revoked Credit Cards and submitting information to the credit card company
- Receiving and reviewing monthly credit card statement and attached receipts
- Preparing bill for payment and submitting to accounting for payment.
- Reviewing usage of Credit Card data for appropriateness.
- Ensuring that lost or stolen cards have been blocked by the credit card company
- Assisting the Division Director or Chief with erroneous declines and emergency transactions
- The Financial Services Director (and/or his designee) is also required to close an account if a Cardholder:
 - Transfers to a different department
 - Moves to a new job in which a Credit Card is not required

- Terminates employment
- For any of the following reasons which will also subject the Cardholder to disciplinary action in accordance with City Policies and Procedures relating to disciplinary action and termination for cause:
 - The Credit Card is used for personal or unauthorized purposes.
 - The Credit Card is used to purchase goods and services that can be made through normal purchasing procedures or petty cash, unless otherwise explicitly permitted by this policy
 - The Credit Card is used to purchase alcoholic beverages or any substance, material or service, which violates policy, law or regulation pertaining to the City.
 - The Cardholder allows the card to be used by another individual.
 - The Cardholder fails to provide Division Director or Chief with required receipts.
 - The Cardholder fails to provide, when requested, information about any specific purchase.
 - The Cardholder does not adhere to all the Credit Card policies and procedures.

VII. AUDIT PROCEDURES

Cardholder's Responsibilities:

- Reconcile vendor receipts to their statement
- Submit vendor receipts and Payment Request Form to Division Director or Chief. If the order is a telephone/fax order, Cardholder should supply a shipping ticket or copy of order blank or description of the items ordered.

Division Director or Chief's Responsibilities:

- Review and approve Cardholder receipts and statements.
- Retain and forward all receipts and vouchers for audit and payment to accounts payable. Receipts for purchases are required by law to be maintained for 7 years for audit by IRS, external auditors and state agencies

Financial Services Director Responsibilities:

- Make periodic audits of card use and charges for appropriateness. Areas to be monitored include, but not limited to compliance with Credit Card regulations and compliance with City ordinances. Non-use of card by Cardholders will also be monitored.

VIII. RESOLVING DISPUTES AND BILLING ERRORS

The Cardholder is responsible for contacting the vendor to resolve any disputed charges or billing errors. If the matter is not resolved with the vendor, the Cardholder/Division Director or Chief should:

- Contact the credit card company directly for assistance or report the issue immediately to the Finance Department.

- Send or fax the dispute form to the Finance Department to document the reason for the dispute. The Finance Department will have these forms on hand.
- Contact the Division Director or Chief/Financial Services Director or his designee for assistance if an acceptable resolution is not immediately obtained.

APPROVED:
Mayor & Council Members
City Manager
Financial Services Director

**CITY OF PEACHTREE CITY
CREDIT CARDHOLDER AGREEMENT**

I, _____, agree to the following regarding my use of the City of Peachtree City Credit Card:

1. I understand that under no circumstances will I use the Credit Card to make personal or non-work related purchases, either for myself or for others. A personal or non-work related purchase with the intent to reimburse the City is unacceptable and shall be considered a fraudulent purchase.
2. I understand that I will not request or receive cash from suppliers as a result of exchanges or returns.
3. I understand that I am the only individual authorized to use the Credit Card assigned to me. It is not transferable to any other individual.
4. I understand that the City of Peachtree City can terminate my right to use the Credit Card at any time for any reason. I agree to return the card to my Division Director or Chief immediately upon request from the Credit Department, upon my transfer to another department, or upon my termination of employment.
5. I will follow the established procedures for using the Credit Card. Failure to do so may result in either revocation of my user privileges or other possible disciplinary actions, up to and including termination of employment.
6. I have reviewed the Credit Card Policy and understand the procedures and requirements for using the Credit Card. I understand that I cannot use the Credit Card for those goods and services listed within the "Unauthorized Purchases" section of the Credit Card Policy.
7. I agree that should I willfully violate the terms of this Agreement and use the Credit Card for personal use or gain that I will surrender my Credit Card and reimburse City of Peachtree City for all incurred charges and any fees related to the collection of those charges. I understand that I can be held personally liable to the City of Peachtree City for any unauthorized purchases or other misuse.

Cardholder Name (Print)

Credit Card Account Number

Cardholder Signature

Credit Card Credit Agent Signature

Social Security Number

Date

Department _____

**CITY OF PEACHTREE CITY
CREDIT CARD MISSING RECEIPT FORM**

I, _____, have either not received or misplaced a Credit
Card receipt totaling \$ _____. This expense was on behalf of the City of Peachtree City.
This form is submitted in lieu of the original receipt.

Reference Number: _____ Date: _____

Supplier Name: _____ Amount: \$ _____

Supplier Address & Telephone number: _____

Items purchased: (1) _____
(2) _____
(3) _____
(4) _____
(5) _____
(6) _____

I certify that the amounts shown above were expended for the City of Peachtree City business purposes.

Cardholder Signature _____ Date _____

Division Director or Chief Signature _____ Date _____

Director Signature _____ Date _____

CITY OF PEACHTREE CITY CREDIT CARD DISPUTE FORM

Name (Please Print)

Credit Card Account Number

Statement Date	Reference Number	Posting Date	Transaction Date	Amount	Supplier Name

Please Check the Appropriate Box(es)

- ☐ I certify that the charges listed above were not made by me nor were the goods or services represented by the above transaction received by me.
- ☐ I do not recognize the transaction as listed above. Please inform me of the supplier name and description of goods purchased.
- ☐ The credit was listed as a sale on my statement. Enclosed is a copy of my credit memorandum.
- ☐ The amount of the sales slips was increased from \$ _____ to \$ _____. Enclosed is my copy of the sales slip prior to alteration.
- ☐ I received a price adjustment (credit slip) on the above transaction and it has not appeared on my statement. Enclosed is a copy of my cancellation notification to the supplier.
- ☐ Although I did participate in the above transaction, goods and/or services were to be provided on (date) _____, but as of this date are yet to be received. I have contacted the supplier to no avail. I am therefore disputing the entire charge, or a portion, in the amount of \$ _____.
- ☐ Although I did participate in the transaction, it has been canceled. Enclosed is a copy of my cancellation notification to the supplier.
- ☐ Although I did make the above transaction, the goods were received damaged/unsuitable for the purpose intended (explain below). I have attempted to return the goods. I am therefore disputing the entire charge, or a portion, in the amount of \$ _____.
- ☐ Although I did engage in the above transaction, my enclosed documentation does not conform to the characterization of the item (explain below). I have attempted to return the goods. I am therefore disputing the entire charge, or a portion, in the amount of \$ _____.
- ☐ I am disputing the charges because: *(Please explain completely)*.

Date

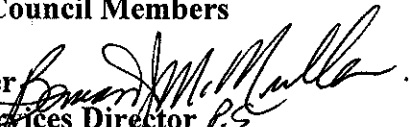
Signature

Form PUR 7-11

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director 
Acting Administrative Services Director/City Clerk 
Human Resources Manager 

FROM: Fire Chief 

DATE: October 9, 2008

SUBJECT: Proposed Reclassification of Training Lieutenant
October 16, 2008, City Council Agenda

Recommendation:

Recommend that Council approve the reclassification of the Fire Training Lieutenant position to Assistant Fire Chief of Training and Special Operations.

Current Position/Grade
Fire Training Lieutenant
Grade 281

Proposed Position/Grade
Assistant Fire Chief of Training/Special Ops
Grade 286

Discussion:

Growth in full-time, part-time and volunteer Fire Department staffing, with an increase in mandated training, requires an Assistant Chief level training officer to provide oversight of our robust training calendar, which encompasses tens of thousands of hours of instruction annually. Our Training Division coordinates new recruit training and regularly evaluates instructors for content and effectiveness of instruction.

The Training Division provides a structured system for performance qualification for driving emergency vehicles, core competency demonstration of emergency medical procedures and fire, pump operator and fire incident command skills. The proposed Assistant Chief of Training and Special Operations must also maintain fiscal control over the training budget and ensure training grounds are safe and regularly maintained. Other responsibilities include:

- Supervision and financial oversight of the special operations units within the Fire Department. These units are training intensive as the services they offer pose a

high risk, but calls are infrequent including response to such incidents as hazardous materials releases or drowning victim rescue or recovery.

- Serving within the operations chain of command as Senior Duty Officer on call, as such, support multiple commands or operate as incident commander of major incidents within the City.
- Overseeing City response during disaster situations through leadership of the Peachtree City Emergency Operation Center, support of its infrastructure and regularly training staff members from all City Departments. Maintain effective relationships with the County Emergency Preparedness Officials and regularly update the City Disaster Plan.

(A revised Job Description is attached)

The Human Resource Manager has coordinated with the City's Pay Plan Consultant, The Mercer Group, and they have agreed to the requested reclassification.

The current employee in the position Grade 281 Step 14 will be placed at a Grade 286 Step 04 (a 10% salary increase) if the reclassification is approved in accordance with the Personnel Policy.

Budget Impact:

This item will increase the current salary of the position by \$5,685.70, but no overall budget impact is anticipated due to higher salary of retiring personnel.

CITY OF PEACHTREE CITY, GEORGIA
CLASS SPECIFICATION

Job Code: ???

POSITION TITLE: ASSISTANT FIRE CHIEF (TRAINING AND SPECIAL OPERATIONS)

DIVISION: PUBLIC SAFETY

DEPARTMENT: FIRE

REPORTS TO: FIRE CHIEF

POSITION SUMMARY:

This is skilled and technical position consisting of supervisory, managerial, leadership and administrative work within the context of NFPA Standard 1021. This position serves as the Department Training Officer and is responsible for administering and managing the Fire Department Training Division and Special Operations Units, and the maintenance and operation of Department training facilities and equipment. Ensures all full time, part time and volunteer personnel meet the current training standards of International Accreditation, the State Fire Academy, the Georgia Firefighter Standards and Training Council, the Georgia Department of Human Resources and the Insurance Service Organizations. Determines course objectives, develops course outlines, develops tests, prepares lesson plans and supporting aids, and supervises instructors and support personnel, equipment and resources to ensure quality education and training is delivered to all personnel.

This position performs duty as a Senior Officer on call for the Department and leads personnel, and manages other resources within the Integrated Emergency Management System at the scene of an emergency. Effectively serves as Incident Commander. Provides leadership, guidance, counseling and training in support of attaining International Accreditation for the Department. Implements and enforces national standards and City and Department policies and procedures. Evaluates performance and provides recommendations for improvement. Performs, coordinates and supervises all Fire and Emergency Services Training activities, and Special Operations units within the Fire Department. The Assistant Fire Chief of Training and Special Operations may provide operational supervision of all Department Fire and EMS services in the absence of the Fire Chief or Assistant Fire Chief of Operations. Provides input in the budget process related to primary area of supervision. This position may perform all duties of a Company Officer in accordance with NFPA Standards 1201 and 1021, Fire Department vehicle Driver/Operator in accordance with NFPA Standard 1002, Fire fighter I and II in accordance with NFPA Standard 1001, and EMT-I or Paramedic in accordance with established emergency medical Standards of Care. Work is carried out based on National Standards, applicable federal, state and local laws, regulations and codes, and City and departmental procedures with general supervision received from the Fire Chief.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Responsible for Training and Special Operations Division; including assigned staff, instructors and all other resources.

Prevent Harm. Be Safe. Be Nice. Treats everyone with respect, kindness, patience and consideration. Delivers the best possible fire and emergency customer service through quick response, skillful performance and positive personal treatment.

Provides general supervision for the Training Captain and assigned instructors and special operations personnel.

Supervises the City's Fire and Emergency Services training programs and coordinates Special Operations Units. Responds to fire and EMS calls as needed. Reacts quickly and calmly while under pressure in emergency situations. Analyzes situations and initiate appropriate course of action. Determines the need to establish command, organizes and coordinates an incident command system, transfers command, and performs assigned duties within the incident command system in accordance with NFPA Standards 1500 and 1561, other safety rules and regulations, and Department SOP. Determines from observation the nature and extent of a fire, the condition of burning building or structure, the danger to adjacent buildings, and the source of water supply, and directs fire fighting crews accordingly. Supervises the rescuing of individuals, laying of hose lines, directing of water streams, ladder placement, building ventilation, overhaul and salvage operations. Serves effectively as Incident Commander at multi-alarm fires and other significant emergencies in the absence of higher authority.

Coordinates with Fire Chief, Assistant Fire Chief of Operations and all other staff and line officers to determine and recommend annual, quarterly and monthly training objectives. After approval of the Fire Chief, plans, manages and supervises the scheduling of the annual Training Program and Training Calendar. The program includes fire, medical, rescue, apparatus operation and other topics and skills determined necessary for the proper performance of duties by members of the Department.

Selects instructor personnel based upon skill, knowledge and ability. Develops and supervises instructor corps that is sufficient in number, availability, certification and subject expertise to support and maintain the Department's training programs and support attainment of International Accreditation. Establishes a comprehensive Fire and Emergency Services training program that includes instruction and training on a recurring basis during evening, weekend and weekdays to facilitate as broad as possible participation by career and volunteer staff.

Constructs oral and written examinations and performance tests that are comprehensive, effective, clear, non-discriminatory, and reliable to ensure they are valid. Evaluates effectiveness of training based upon the curriculum, test instruments, student score distribution and student program evaluations.

Observes and supervises trainees, provides guidance and counseling as well as evaluating their performance.

Plans, coordinates and supervises single and multiple company drills and exercises and recruit training program.

Develops and directs company officer and apparatus operator training programs. Encourages, promotes and approves cost effective individual training classes that are required or beneficial for professional and organizational development and career progression.

Prepares the annual report of the Training and Special Operations Division.

Directs the day to day operations of the Training and Special Operations Division.

Supervises, directs, and evaluates Training and Special Operations Division personnel, handling employee concerns and problems, directing work, counseling, disciplining and completing employee performance evaluations.

Manages and directs the Community CPR and Industrial Extinguisher program. May serve as a Public Speaker, and conduct classes, or demonstrations.

Supervises the procurement and maintenance of all Training and Special Operations equipment. Coordinates with Fleet Manager for all repairs and maintenance of assigned staff vehicles.

Supervises all training related building and grounds maintenance and construction projects. Manages all the "self help" projects and coordinates with City Building Officials for major repair projects of training facilities.

Ensures that City and Fire Department rules, regulations, policies and procedures are enforced.

Disseminates and coordinates safety information, procedures and requirements with all Members of the Department, corrects hazards as quickly as possible, and reports any safety hazards or maintenance problems to the Fire Chief.

Monitors daily activities to identify and report indicators of effective training and areas that may need additional training.

Evaluates fire prevention and fire control policies by keeping abreast of new methods and when necessary conducting studies of the effectiveness and efficiency of departmental operations. Assists in development and implementation of current departmental Standard Operating Procedures for medical emergencies and fire service operations.

Coordinate City response during disaster situations through leadership of the Peachtree City Emergency Operation Center, support of its infrastructure and regularly training staff members from all City Departments. Maintain effective relationships with the County Emergency Preparedness Officials and regularly update the City Disaster Plan.

Surveys training and special operations related buildings, grounds, and equipment to estimate needs of the department and to help prepare annual departmental budget. Prepares and implements the annual operating budget. Monitors expenditures within approved budget, maintains accountability of equipment and supplies, and provides periodic status reports.

Confers with officials and community groups and conducts public relations campaigns to present need for changes in laws and policies and to encourage fire prevention.

When operating as incident commander, protects evidence of fire cause and origin. Identifies and records fire cause and origin for accidental fires not involving substantial personal injury or death, or property damage more than \$25,000. Secures the scene and requests appropriate investigators for suspicious or incendiary fires, fires involving substantial personal injury or death, or fires involving property damage exceeding \$25,000. Substantial personal injury is defined as 2nd and 3rd degree burn injuries to at least five percent of the body, or any burn injuries involving injuries to the upper airway tract.

Serves as liaison with other City departments and outside organizations.

Serves as Acting Fire Chief in the absence of the Fire Chief and Assistant Fire Chief, Operations.

Conducts post-emergency critique sessions to assess and provide feedback related to staff actions.

Assists in providing and instructing various training classes and activities as needed.

Maintains complete and current logs, reports and records of administrative affairs assigned to the position.

ADDITIONAL JOB FUNCTIONS

Effectively handles and resolves complaints from the public.

Performs other related duties as required.

MINIMUM TRAINING AND QUALIFICATIONS

Bachelor's Degree (4 years) from an accredited College or University. Master's Degree preferred. Degree may be in Fire Science, Emergency Medicine, Emergency Management, Communications, Information Technology, Computer Science, Chemistry, Leadership, Public Administration or a related field. At least four years of documented experience in a supervisory position with at least 12 months as a Peachtree City Fire Department Officer.

Certification as a Fire Officer III in accordance with NFPA Standard 1021 required. Fire Officer IV preferred.

Certification as Fire Instructor III in accordance with NFPA Standard 1041 required. Fire Instructor IV preferred.

Completion of Fire Department apparatus driver/operator training in accordance with NFPA Standard 1002 required.

Certified Hazmat Technician required.

Certification in all special operations area preferred. Certification as a Georgia EMT-I or Nationally Registered EMT-I required. Paramedic or Nationally Registered Paramedic preferred.

Certification as a Fire Inspector I in accordance with NFPA Standard 1031 required.

Certification as a Fire Department Safety Officer in accordance with NFPA Standard 1521 preferred.

Must be able to work in extreme weather and hazardous environmental conditions.

Must be at least twenty-one (21) years of age.

Must not have been convicted of a felony within the past ten years and must be of good moral character as determined by investigation. Good moral character generally consists of the absence of any conviction for misdemeanors or documented participation in any actions involving "moral turpitude", use or distribution of controlled substances, or contributing to the delinquency of a minor.

Must have a satisfactory Motor Vehicle Record as determined by investigation. A satisfactory MVR generally consists of not more than three traffic citations within a period of two years, and no record of excessive speeding, hit and run, fleeing or attempting to elude an officer, or pattern of irresponsible driving.

Must complete training, drills and study required by the Georgia Firefighter's Standards and Training Council for annual re-certification as a firefighter, and by the Georgia Department of Human Resources as a EMT-I or Paramedic. Completion of at least 240 hours of training annually preferred.

Must be able to successfully complete periodic random drug screens.

Must be in good physical condition as determined by medical evaluation by City Physician.

Must be able to remain composed and effectively direct and control fire service personnel under emergency conditions.

(ADA) MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

PHYSICAL REQUIREMENTS: Must be physically able to operate a variety of fire fighting machines, equipment, and/or tools. Must be able to use body members to work, move or carry objects or materials. Must be able to exert up to one hundred pounds of force occasionally, and/or up to fifty pounds frequently. Physical demand requirements are at levels of those for active work. Must be able to lift and/or carry weights of 75 pounds at least one hundred feet. Must be able to rescue an adult person weighing 150 pounds by lifting, carrying and/or dragging at least one hundred feet.

DATA CONCEPTION: Requires the ability to compare and judge the readily observable functional, structural, or compositional characteristics (whether similar or divergent from obvious standards) of data, people, or things.

INTERPERSONAL COMMUNICATION: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving assignments and/or directions to co-workers or assistants.

LANGUAGE ABILITY: Requires the ability to read a variety of informational documentation, directions, instructions, and methods and procedures. Requires the ability to write reports and essays with proper format, punctuation, spelling and grammar, using all parts of speech. Requires the ability to speak with and before others with poise, voice control, and confidence using correct English and well-modulated voice.

INTELLIGENCE: Requires the ability to learn and understand relatively complex principles and techniques; to make independent judgments in absence of supervision; to acquire knowledge of topics related to fire and emergency services.

VERBAL APTITUDE: Requires the ability to record and deliver information, to explain procedures, to follow verbal and written instructions.

NUMERICAL APTITUDE: Requires the ability to utilize mathematical formulas; add, subtract, multiply, and divide figures; determine percentages; determine time and weight; analyze statistical data.

FORM/SPATIAL APTITUDE: Requires the ability to inspect items for proper length, width, and shape, visually with office equipment and recording devices.

MOTOR COORDINATION: Requires the ability to coordinate hands and eyes in using automated office equipment; to operate motor vehicles.

MANUAL DEXTERITY: Requires the ability to handle a variety of fire fighting equipment, tools, and supplies, office equipment, control knobs, switches, etc. Must have the ability to use one hand for twisting or turning motion while coordinating other hand with different activities. Must have above average levels of eye/hand/foot coordination.

COLOR DISCRIMINATION: Requires the ability to differentiate colors and shades of color.

INTER PERSONAL TEMPERAMENT: Requires the ability to deal with people beyond giving and receiving instructions. The worker needs to relate to people in situations involving more than giving or receiving instructions. Must be adaptable to performing under minimal stress when confronted with an emergency.

PHYSICAL COMMUNICATION: Requires the ability to talk and/or hear (talking - expressing or exchanging ideas by means of spoken words). (hearing - perceiving nature of sounds by ear).

PERFORMANCE INDICATORS

Knowledge of Job: Has extensive knowledge of the policies, procedures, and activities of the City and Fire Department practices. Maintains a thorough knowledge of modern emergency medical, fire fighting and rescue techniques, methods, and practices. Has a thorough knowledge of mechanical, chemical, and related characteristics a wide variety of flammable, explosive, and similar materials. Has a thorough

knowledge of City geography, including streets, principal buildings and water supplies. Knows how to develop and administer operations and staff plans and objectives for the expedience and effectiveness of specific duties of the department. Is able to develop and implement long-term goals for the department as necessary in the promotion of effectiveness and efficiency. Knows how to keep abreast of any changes in policy, methods, computer operations, equipment needs and policies, etc. as they pertain to departmental operations and activities. Is able to effectively communicate and interact with subordinates, supervisors, members of the general public and all other groups involved in the activities of the department. Is able to assemble information and make written reports and documents in a concise, clear and effective manner. Has good organizational, management, human relations, and technical skills. Is able to use independent judgement and discretion in supervising subordinates including the handling of emergency situations, determining and deciding upon procedures to be implemented, setting priorities, maintaining standards, and resolving problems. Has the ability to comprehend, interpret, and apply regulations, procedures, and related information. Has comprehensive knowledge of the terminology, principles, and methods utilized within the department. Has the mathematical ability to handle required calculations using percentages and decimals. Is able utilize various tools and equipment as necessary in the completion of daily management and fire fighting activities. Is knowledgeable in the terminology of profession. Is knowledgeable and proficient with computers. Is able to read, understand and interpret financial reports and related materials.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all departments and divisions, co-workers and the general public.

Quantity of Work: Performs described "Essential Functions" and related assignments efficiently and effectively in order to produce quantity of work which consistently meets standards and expectations of the organization.

Dependability: Assumes responsibility for doing assigned work and for meeting deadlines. Completes signed work on or before deadlines in accordance with directives, policy, standards and prescribed procedures. Remains accountable to assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends and remains at scheduled training, drills, meetings regularly and adheres to policies and procedures regarding absences and tardiness.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and initiates proper and acceptable direction for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures with a minimum of errors. Seeks expert or experienced advice where appropriate and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified,

i.e., poor communications, variance with City policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between staff persons and departments within the City.

Relationships with Others: Shares knowledge with managers, supervisors and staff for mutual and City benefit. Contributes to maintaining high morale among all City employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the public so as to maintain good will toward the city and to project a good City image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the City. Emphasizes the importance of maintaining a positive image within the City. Interacts effectively with the assigned superior officer, City Administrators, other professionals, and the public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends required meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the City and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the City regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means, and timing to achieve the goals and objectives of the department and the City. Within constraints of City policy, formulates appropriate strategy and tactics for achieving departmental and City objectives. Effectively and efficiently organizes, arranges and allocates manpower, financial and other designated resources to achieve the goals and objectives of the department and the City.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all City and department matters affecting them and/or of concern to them.

Staffing: Works with the department staff, and upper management where appropriate, to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the City. Personally directs the development and training of department personnel ensuring that they are properly inducted, oriented and trained.

Leading: Provides a work environment that encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of City goals and objectives.

Controlling: Provides a work environment that is orderly and controlled. Coordinates, audits, and controls manpower and financial resources efficiently and effectively. Coordinates, audits, and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of City standards, methods and procedures.

Delegating: Assigns duties to staff as necessary and/or appropriate to meet department goals, enhance staff abilities, build confidence on the job and assists staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision-Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not foster the desired result, moves decisively and explicitly to develop and implement alternatives.

Creativity: Regularly seeks new improved methodologies, policies and procedures for enhancing the effectiveness of department and City. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers their suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of City policies regarding the department and City function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the City and continually reviews department policies to ensure that any changes in City philosophy or practice are appropriately incorporated. Also understands the relationship between the operating policies and practices and department morale and performance. Works to see that established policies enhance same.

Pam Dufresne

From: Walter Gammell [walter@peachtreecopy.com]
Sent: Thursday, October 09, 2008 1:41 PM
To: Pam Dufresne
Subject: Adding the PTCCA to the Council agenda

Pam,

Our organization would like to present a position paper on buffer standards at next Thursday's council meeting. Please add us to the agenda.

XEROX

Authorized Sales
Agent • Dealer • Reseller

Walter Gammell
General Manager

walter@peachtreecopy.com
www.peachtreecopy.com

Innovation Changes Everything . . .

Peachtree Copy Products

401 Robinson Road
Peachtree City, GA 30269

tel: 770-692-2205
toll free: 866-632-5459
fax: 770-692-2209

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 1st day of November 1, 2008 by and between the City of Peachtree City, Georgia, hereinafter called the "City", as party of the first part; and Nancy Price, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the City desires to employ the services of Nancy Price as a contract employee in the position of Amphitheater Manager;

WHEREAS, Employee desires to be a contract employee in the position of Amphitheater Manager; and

WHEREAS, it is the desire of the City Council of the City of Peachtree City, Georgia, hereinafter called the "Council" to provide certain benefits to, establish certain conditions of employment for, and to establish working conditions of said Employee, in accordance with Georgia law and the City's Charter, Ordinances and Regulations and Georgia law.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to employ Nancy Price as Amphitheater Manager, to perform the functions and duties specified in the position job description, and to perform such other legally permissible and proper duties and functions as the Recreation Administrator, Leisure Services Director, Assistant City Manager, or City Manager shall from time to time assign.

Section 2. Term

This Agreement shall be in effect from the date written above until September 30, 2009; provided, however, that this Agreement may renew if Employee's position is included in the budget approved by the City Council for FY 2010 and each succeeding budget. In addition:

A. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the position supervisor to terminate the services of Employee at any time, subject only to the provisions set forth in the City Personnel Policy, and Section 3 of this Agreement. In addition, nothing in this Agreement shall prevent, limit, or otherwise preclude Employee from resigning and terminating this Agreement, provided that she adheres to the requirements for a full-time employee to resign as set forth in the City Personnel Policy. Should employee resign, she shall be eligible for the benefits afforded employees who resign in good standing under the City Personnel Policy.

B. This Agreement shall automatically terminate with no action required on the part of Council if Employee dies.

Section 3. Termination

A. Except as provided in paragraph B of this Section, if Employee's contract is not renewed by the Council for FY 2010 or any succeeding fiscal year during such time that Employee is willing and able to perform the duties of Amphitheater Manager, the City agrees to continue employment for a period of 90 days following the adoption of the FY 2010 budget or succeeding fiscal year to provide employee time to secure other comparable employment.

B. The City shall have no obligation to pay salary and benefits or continue employment as designated in this Agreement in the event Employee is terminated with cause per the conditions of the City Personnel Policy.

C. In the event of termination Employee shall be entitled to all salary and benefits that the Employee has accrued at the time of termination, subject to the limitations set forth in Paragraph 3(B) above. The salary and benefits shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment. For purposes of this Agreement, the receipt by the Employee of written notice that the City is not renewing the Agreement shall not be construed as termination and Employee shall continue to serve as the Amphitheater Manager until the end of the term of the Agreement, unless instructed otherwise by Council, and the City shall continue to pay salary and benefits to Employee through the term of the Agreement as long as employee continues to serve as the Amphitheater Manager.

Section 4. Salary

City agrees to pay Employee for Employee's services rendered pursuant hereto a base salary of two thousand two hundred nine dollars and 52/100 (\$2,209.52) bi-weekly. In addition, City agrees to increase said base salary and / or other benefits of Employee in such amounts and to such an extent that the Director and City Manager may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given employees generally.

Section 5. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, state,

and local associations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City. Nothing in this paragraph shall prevent the City from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all employees within the Recreation Department.

Section 6. Other Benefits

Except as specifically provided for herein, Employee shall be provided at the same benefits provided to full-time employees of the City.

Section 7. Performance Evaluations

The Recreation Administrator will evaluate the performance of Employee after six months of service and after one year of service during the initial term of this contract, and annually thereafter. This review and evaluation shall follow criteria and procedures applicable to other employees of the city.

Section 8. Other Terms and Conditions of Employment

A. All provisions of the City Charter, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of City, except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded full-time employees of the City, including provision governing accrual and payment thereof, on termination of employment, except as herein provided.

Section 9. General Provisions

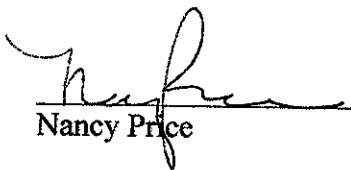
- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective upon its execution or November 1, 2008, whichever date is latter.
- D. If any provision or any portion thereof, contained in this Agreement is to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Peachtree City, Georgia has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, this date.

CITY OF PEACHTREE CITY

NANCY PRICE

Bernard J. McMullen, City Manager



Nancy Price

ATTEST:

City Clerk

Witness

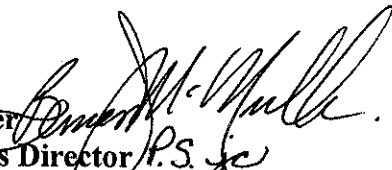
APPROVED AS TO FORM

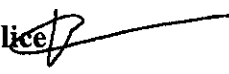
City Attorney

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director 
Betsy Tyler, Acting Administrative Services Director/City Clerk 
Brenda Rogers, Human Resources Manager 

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

DATE: October 15, 2008

SUBJECT: Consider Position Reclassifications
October 16, 2008, City Council Meeting

Recommendation:

Staff recommends that Council reclassify the following position, effective with the pay period beginning October 27, 2008:

Current Position/Grade

Administrative Assistant
Grade 73/ Step 21 - \$41,268.35

Proposed Position/Grade

Staff Assistant-Police Department
Grade 72/ Step 24 - \$41,074.84

Discussion:

Currently, our two Staff Assistants are cross training with our Administrative Assistant, so that all duties can be equally redistributed among the three of them. In order to ensure that these positions were properly classified, staff requested that the Mercer Group complete a Job Task Analysis on our current Staff Assistants and our Administrative Assistant. After this analysis was completed they concluded that the two Staff Assistants were properly classified; however, the Administrative Assistant duties no longer corresponded with her present classification. This is not a reflection on how the Administrative Assistant is doing her job, but rather that her duties and responsibilities have changed over the years. It is the Mercer Group's recommendation that the Administrative Assistant be reclassified as a Staff Assistant.

Budget Impact:

There is no significant budgetary impact.