City Council of Peachtree City
Agenda
September 18, 2003
7:00 p.m.

I. Prayer

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for Hispanic Heritage Month
Proclamation for Constitution Week
Proclamation for National Public Lands Day
Recognition of Lazer Teams – Atlanta Cup and Aiken Cup Champions
Recognize Employees of the Month –Tim Maret, Erik Powell

IV. Minutes

V. Consent Agenda
1. Consider Budget Amendments
2. Consider Lease Supplement for Police Vehicles
3. Consider Adoption of ICMA 401 Plan
4. Consider Appointment of Deputy Registrars
5. Consider Amendment to Ordinance – Article II, Section 2-38

VI. Old Agenda Items
06-02-03 Consider Dog Park Location

VII. New Agenda Items
09-03-03 Consider Bridlepath Drainage/Siltation Issue
09-03-04 Presentation on No Smoking Resolution from Board of Health

VIII. Council/Staff Topics

IX. Executive Session

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: City Manager
Assistant City Manager

FROM: Director of Financial Services
Assistant Finance Director

DATE: September 9, 2003

SUBJECT: Budget Amendments
September 18, 2003 City Council Consent Agenda

Recommendation:

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

Discussion:

Attached please find several budget amendments submitted for your approval. A description of the amendments follows:

Budget Amendment 03-037

This budget amendment increases expenditures in the General Fund for the purchase of additional bunker gear for the Fire Department. The expenditure increase is offset by an increase in revenue from the sale of the ladder truck.

Budget Amendment 03-038

This budget amendment increases expenditures in the General Fund for operating supplies in the Public Works Department. The expenditure increase is offset by an increase in other charges for services. A check has already been received and deposited in the General Fund to cover the $236 revenue increase.

Budget Amendment 03-039

This budget amendment increases expenditures in the Buildings Department and reduces expenditures in Code Enforcement for the purchase of uniforms for Buildings Department personnel.

Budget Amendment 03-040

This budget amendment increases expenditures for computer supplies in several departments while reducing the expenditure in other departments. This is necessary to cover the cost of an anti-virus software upgrade that was charged to all departments.

Budget Amendment 03-041

This budget amendment increases expenditures for uniforms in the Police Department and is offset by a matching grant. The grant has been received and deposited in the General Fund. Similar transactions in prior fiscal years have netted revenues and expenditures against each other on the balance sheet, rather than recording the transactions under generally accepted accounting principles.

Budget Impact:

The impact on the General Fund budget is an increase in both budgeted revenues and expenditures of $13,227, bringing the fiscal year 2003 General Fund budget to $21,206,586.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS 09-18-03

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 03-037

DATE August 12, 2003

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-3510-53-1725	Uniforms/Fire Department	9,400	
100-00-39-2100	Sale of Fixed Assets	9,400	
	TOTAL	$ 18,800	$ -

To cover cost of additional bunker gear from the sale of the ladder truck.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 03-038

DATE August 28, 2003

ACCOUNT	***DESCRIPTION***	***INCREASE***	***DECREASE***
100-4100-53-1175	Operating Supplies/Public Works	236	
100-00-34-7900	Other Charges for Services	236	
	TOTAL	$ 472	$ -

To increase Public Works Operating Supplies budget for costs associated with repairs at St. Simons Cove. The City has been reimbursed for these costs and the check has been deposited in the General Fund.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 03-039

DATE September 9, 2003

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-7210-53-1725	Uniforms/Buildings	500	
100-7450-53-1725	Uniforms/Code Enforcement		500
	TOTAL	$ 500	$ 500

To transfer budgeted funds for uniforms from Code Enforcement to the Buildings Department.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 03-040

DATE September 9, 2003

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
100-1580-53-1180	Computer Supplies/City Clerk	75	
100-2650-53-1180	Computer Supplies/Municipal Court		75
100-7410-53-1180	Computer Supplies/Planning	60	
100-7210-53-1180	Computer Supplies/Buildings		60
100-6510-53-1180	Computer Supplies/Library	735	
100-6110-53-1180	Computer Supplies/Recreation		735
	TOTAL	$ 870	$ 870

To transfer budgeted funds between departments to and from computer supplies accounts to cover costs associated with anti-virus software upgrade.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 03-041

DATE September 9, 2003

ACCOUNT	***DESCRIPTION***	***INCREASE***	***DECREASE***
100-3210-53-1725	Uniforms/Police	3,591	
100-00-33-1105	Matching Grants	3,591	
	TOTAL	$ 7,182	$ -

To increase the budget for uniforms for the Police Department that is offset by a matching grant. The grant has been received and the check has been deposited in the General Fund.

CITY OF PEACHTREE CITY

MEMO TO: Mayor and City Council

VIA: City Manager
Assistant City Manager

FROM: Director of Financial Services P.S.
Assistant Finance Director

DATE: September 9, 2003

SUBJECT: Lease/Purchase – Police Department Vehicles
September 18, 2003 City Council Agenda

Recommendation:

That City Council approve the attached lease supplement for the reimbursement for thirty-three (33) vehicles, with equipment, purchased for the Police Department during the current fiscal year. The total amount to be financed through this agreement is $1,050,306.14.

Discussion:

On December 20, 2001, the City Council approved a Master Lease Agreement through the Georgia Municipal Association (GMA) with Banc of America. This agreement authorized the City to borrow $3,100,000 for the lease/purchase of vehicles and equipment. In fiscal year 2002, the City entered into the first lease supplement of $702,000 for the purchase of a ladder truck and ambulance for the Fire Department. This first lease supplement also included $10,000 in up-front fees for the lease agreement.

On June 30, 2003, the City entered into a second lease supplement of $242,920.81 for the purchase of a vehicle for the Fire Department (hose wagon); an asphalt roller and Bob Cat loader for the Public Works Department; turf mowers for the Recreation Department; and a City-wide telephone system. Although a validity opinion was issued in December 2001 by then City Attorney Rick Lindsey for this lease agreement, Banc of America insisted that the City Attorney issue a second validity opinion for the June 30, 2003 lease supplement and any subsequent agreements. Due to the timing issue for closing the second lease, City Attorney Ted Meeker reluctantly issued a validity opinion for this transaction. At the time he suggested that future lease supplements be presented to City Council for their approval, even though the Council had originally approved the Master Lease Agreement in an amount not to exceed $3,100,000.

Attached please find a third lease supplement of $1,050,306.14 for reimbursement for thirty-three (33) vehicles, with equipment, purchased for the Police Department during the current fiscal year. Over the past several months, the City has paid for these purchases from cash reserves. Upon closing this lease/purchase agreement on September 30, 2003, the City will replenish cash reserves. Banc of America is again requesting a validity opinion from City Attorney Ted Meeker regarding this lease/purchase; therefore, approval of the lease supplement is requested at this time.

Budget Impact:

The annual debt service over a four-year period for this lease/purchase agreement is $280,297.32. The first quarterly payment is due December 30, 2003. Adequate funds have been budgeted in the fiscal year 2004 operating budget (Debt Service Fund) recently approved by City Council.

If you have any questions, please do not hesitate to contact either Paul or Janet regarding this issue.

Attachment

JIC/PD POLICE VEHICLES/LEASE/PURCHASE

NOTICE OF INTENT TO LEASE

September 30, 2003

Georgia Municipal Association, Inc.
201 Pryor Street, S.W.
Atlanta, Georgia 30303
Attention: Lease Program Administrator

Re: Master Lease (the "Master Lease") by and between Georgia Municipal Association, Inc. ("Lessor") and the undersigned City ("Lessee")

Lease Program Administrator:

You are hereby notified that Lessee intends to enter into a Lease Supplement pursuant to the Master Lease.

The Lease Supplement should be effective on **September 30, 2003** (not less than 30 days after the receipt hereof), and the Lease Term is to be **48 months**. Lessee chooses:

(Choose One)

[_] Funding to an Escrow Account pursuant to an Escrow Agreement, in the amount of $0 for closing costs and future acquisitions of the Property described in the attachment to this Notice.

[X_] Funding currently for the Property subject to the Lease as described below (Please attach descriptions, such as invoice bid sheet, etc., if applicable):

Item of Equipment (Model and Serial Number) Manufacturer/Vendor Cost

See attached

The following required information is provided:

a. Total assessed valuation within the City for the last ended calendar year: **$1,387,541,707**
b. Amount of general obligation debt of the Lessee outstanding: **$4,925,000 (as of August 31, 2003)**
c. Principal amount of other outstanding lease or installment purchase contracts, regardless of who provides financing: **$7,612,092 (as of August 31, 2003)**

Sincerely,

The City of Peachtree City

By: Paul J. Salvatore
Title: Director of Financial Services

LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the city of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated as of December 20, 2001, which provides for Lessor to lease to Lessee certain items of equipment (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.

2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof. If Schedule A calls for an Escrow Agreement, then the Property shall be the property to which the Escrow Account (the "Escrow Account") thereunder is applied.

3. Lease Payments. The Rental Payment Schedule, incorporated as Schedule B to this Lease Supplement, describes the initial amounts and payment dates of the Rents for the Lease. The Termination Payment shall become due and payable if the Lease should expire or be terminated prior the Ending Date.

4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Payment Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.

5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:

    (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;

(b) Lessee will take no action that will directly or indirectly affect the deductibility of that portion of Lessor's interest expense allocable to this Lease;

(c) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease; submitted by Lessee herewith is a current completed appropriation certificate in the form of Schedule C hereto.

(d) Lessee will receive, test, and finally accept the Property on delivery, and will provide the Lessor with an Acceptance Certificate in the form attached hereto as Schedule D;

(e) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;

(f) The Property that is the subject hereof has not been the subject of the referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years.

6. Non-Arbitrage. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.

7. Quitclaim. In consideration of the advance by or on behalf of the purchase price of the Property and the undertakings of Lessor represented by this Lease Supplement, Lessee does hereby assign, transfer, convey and quitclaim to Lessor all right, title and interest that it may possess, if any, in and to the Property referred to in this Lease Supplement, in order to confirm that the Property initially is being leased to, but is not owned by, Lessee.

8. Effect of Lease Supplement. This Lease Supplement is a Lease of the items of Property described in this Lease Supplement as a draw-down pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this

Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

9. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement

to pay the vendors of the Property as indicated below:

	NAME AND ADDRESS OF VENDOR	INVOICE #	AMOUNT
(1)	N/A		$
(2)			$
(3)			$
(4)			$
(5)			$
(6)			$

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payments to the vendor.)

See attached

or

to enter into an Escrow Agreement for the Property described in Schedule A and fund the Escrow Account with the sum $________________.

This Lease Supplement is dated as of September 30, 2003.

[EXECUTION ON FOLLOWING PAGE]

CITY OF PEACHTREE CITY
SUMMARY OF DISBURSEMENTS
POLICE VEHICLES
FISCAL YEAR 2004

VENDOR	CHECK NUMBER	AMOUNT
Allen Vigil Ford (vehicles)	109151	$ 58,565.17
Allen Vigil Ford (vehicles)	109372	201,760.00
Allen Vigil Ford (vehicles)	110012	262,288.00
Allen Vigil Ford (vehicles)	110433	100,880.00
Allen Vigil Ford (vehicles)	112350	40,000.00
Motorola (radios)	109057	69,290.00
Law Enforcement Supplies (cameras)	109964	41,000.00
Law Enforcement Supplies (cameras)	110917	45,101.50
Law Enforcement Supplies (cameras)	112733	41,000.00
Gall's (miscellaneous equipment)	110262	4,158.95
Klassy Tinting (window tinting)	109439	375.00
Kustom Signal (radars)	110157	38,454.00
Mobile Desk (laptop holders)	110710	780.60
Thomas J. Madden (lighting)	112889	2,500.00
Inteceptor (lighting)	110151	906.00
Inteceptor (lighting)	110373	45,250.60
Inteceptor (lighting)	111127	24,840.30
Inteceptor (lighting)	111407	54,047.76
Inteceptor (lighting)	112727	179.50
Inteceptor (lighting)	113213	4,695.52
Pye-Baker (fire extinguishers)	110407	1,928.24
Diversified Electronics (install radios)	110450	8,436.00
Diversified Electronics (install radios)	111006	1,000.00
Custom Graphics (roof decals)	111004	390.00
Custom Graphics (roof decals)	111371	575.00
Custom Graphics (roof decals)	111589	40.00
Custom Graphics (roof decals)	112164	1,275.00
Fayette County Tag Office (tags and titles)	109002	190.00
Fayette County Tag Office (tags and titles)	108915	55.00
Georgia Dept. of Motor Vehicles (tags and titles)	109021	2.00
Fayette County Tag Office (tags and titles)	109753	247.00
Fayette County Tag Office (tags and titles)	110121	95.00
		$ 1,050,306.14

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:

CITY OF PEACHTREE CITY

By:__________________________________
Stephen D. Brown, Mayor

Attest:_______________________________
Jane Miller, City Clerk

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EXECUTIONS CONTINUE ON FOLLOWING PAGE]

LESSOR:

GEORGIA MUNICIPAL ASSOCIATION, INC.

By:________________________________
Title: Executive Director

Attest:______________________________
Title: Director of Financial Services

Schedules Hereto:

A. Property Schedule
B. Rental Payment Schedule
C. Appropriation Certificate Form
D. Acceptance Certificate Form

SCHEDULE A

PROPERTY SCHEDULE

DESCRIPTION OF PROPERTY	IDENTIFICATION #/ VIN # (if applicable)	AMOUNT FINANCED
2003 FORD CROWN VICTORIA 4S	2FAFP71W93X162917	$ 20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W03X162921	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W03X162918	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W93X162920	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W33X162914	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W53X162915	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W23X162919	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W73X162916	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W13X162913	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W23X162922	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71WX3X174414	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W43X174411	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W83X174413	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W23X168655	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71WX3X168662	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W63X168657	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W13X168663	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W63X168660	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W83X168661	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71WX3X168659	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W33X168664	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W83X168658	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W43X168656	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W33X174416	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W13X174415	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W63X174412	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W73X174418	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W53X174417	20,176.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W93X220556	20,000.00
2003 FORD CROWN VICTORIA 4S	2FAFP71W03X220557	20,000.00
2003 FORD ECONOLINE VAN VN	1FTSE34L53HA46719	19,398.00
2003 FORD TAURUS LX	1FAFP52U63A156969	15,327.00
2003 FORD EXPLORER	1FMZU63K13UA70823	23,840.17
MOTOROLA RADIOS		69,290.00
RADIO INSTALLATION		9,436.00
CAMERAS		127,101.50
WINDOW TINTING		375.00
RADARS		38,454.00
LAPTOP HOLDERS		780.60
LIGHTING		132,419.68
FIRE EXTINGUISHERS		1,928.24
ROOF DECALS		2,280.00
MISCELLANEOUS EQUIPMENT		4,158.95
TAGS & TITLES		589.00
Total		$ 1,050,306.14

RENTAL PAYMENT SCHEDULE
SCHEDULE B

Rental Payment Date	Rental Payment Number	Rental Payment Amount	Interest Portion 3.1155%	Principal Portion	Balance	
Sep-30-03	0				1,050,306.14	
Dec-30-03	1	70,074.33	8,180.57	61,893.77	988,412.37	
Mar-30-04	2	70,074.33	7,698.49	62,375.84	926,036.53	
Jun-30-04	3	70,074.33	7,212.66	62,861.67	863,174.86	
Sep-30-04	4	70,074.33	6,723.05	63,351.28	799,823.58	
Dec-30-04	5	70,074.33	6,229.62	63,844.71	735,978.86	
Mar-30-05	6	70,074.33	5,732.35	64,341.98	671,636.88	
Jun-30-05	7	70,074.33	5,231.21	64,843.13	606,793.76	
Sep-30-05	8	70,074.33	4,726.16	65,348.17	541,445.59	
Dec-30-05	9	70,074.33	4,217.18	65,857.15	475,588.43	
Mar-30-06	10	70,074.33	3,704.24	66,370.10	409,218.34	
Jun-30-06	11	70,074.33	3,187.30	66,887.04	342,331.30	
Sep-30-06	12	70,074.33	2,666.33	67,408.00	274,923.30	
Dec-30-06	13	70,074.33	2,141.31	67,933.03	206,990.27	
Mar-30-07	14	70,074.33	1,612.19	68,462.14	138,528.13	
Jun-30-07	15	70,074.33	1,078.96	68,995.37	69,532.76	*Purchase
Sep-30-07	16	70,074.33	541.57	69,532.76	0	Price

*Lessee may prepay the Lease at any time, without penalty or premium, with sixty (60) day's written notice to Lessor.

For purposes of this Lease, "*Taxable Rate,*" with respect to the interest component of Rental Payments, means an annual rate of interest equal to 4.8814%

LESSEE:
City of Peachtree City

By: ____________________________

Title: Director of Financial Services

After payment of the applicable Purchase Price, Lessee will own the related Equipment, free and clear of any obligations under the related Lease.

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: **Master Lease dated as of December 20, 2001 and Lease Supplement (the "Lease Supplement") dated as of September 30, 2003, between Lessee and Georgia Municipal Association, Inc.**

The undersigned officers of **CITY OF PEACHTREE CITY** (the "Lessee") hereby certify that maximum Rentals **($70,074.33)** and Termination Payment **($280,297.32)** for one year under the referenced Lease Supplement are within such Lessee's current operating budget or budgets, and an appropriation of funds for the current year has been made for such purpose and is available therefor.

Dated: September 30, 2003

CITY OF PEACHTREE CITY

By:___________________________________
Stephen D. Brown, Mayor

Attest:_________________________________
Jane Miller, City Clerk

SCHEDULE D

ACCEPTANCE CERTIFICATE

Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
San Francisco, California 94104

Re: Supplemental Lease dated September 30, 2003, to Master Lease dated as of December 31, 2001, between Banc of America Leasing & Capital, LLC, as assignee of Georgia Municipal Association, Inc., Lessor, and City of Peachtree City, Lessee.

Ladies and Gentlemen:

In accordance with the Lease Supplement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Property (as such term is defined in the Agreement) listed in the Property Schedule to the Lease Supplement (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

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

3. Lessee is currently maintaining the insurance coverage required by the Master Lease.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Master Lease) exists at the date hereof.

Date: September 30, 2003

LESSEE:

33 – 2003 Police Vehicles & Equipment (described in Schedule A)

CITY OF PEACHTREE CITY

By ______________________________

Title: Director of Financial Services

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and Councilmembers
VIA:	City Manager Assistant City Manager
FROM:	Director of Financial Services PS. Director of Administrative Services Assistant Finance Director
DATE:	September 9, 2003
SUBJECT:	Adoption of ICMA 401 Plan September 18, 2003 City Council Agenda

Recommendation:

That City Council adopt a defined contribution (401) plan effective January 1, 2003, for all full-time and permanent part-time employees (except senior management) to replace the current deferred compensation (457) plan for the City's matching contribution to the employees "retirement" savings plan.

A suggested resolution and adoption agreement are attached for City Council's approval.

Discussion:

On November 20, 1986, a resolution was adopted by City Council establishing a deferred compensation (457) plan for all full-time and permanent part-time City employees. This plan, effective December 19, 1986, allowed employees to defer a portion of their salary into a "retirement" savings plan. The amount deferred, although subject to FICA and Medicare taxes, is not subject to federal and state withholding taxes until funds are withdrawn from the savings plan.

On September 2, 1999, a resolution was adopted by City Council establishing a second deferred compensation (457) plan for all full-time and part-time employees (except senior management), effective September 28, 1999. This plan is used for employer contributions only – the employer match for eligible employees participating in the "retirement" savings plan.

As part of the review of the City pension plans and during the fiscal year 2002 audit process, staff questioned the use of this second 457 plan for employer contributions on behalf of full-time and permanent part-time employees. In discussing this with the ICMA Retirement Corporation, it was determined that a 457 plan can legally be used for employer matches but is rarely used for large groups of employees. This 457 employer match plan is normally used for a single employee such as a City Manager. The primary reason this plan is not used for employer matches is due to the tax impact on both the employer and the employee; and the additional record keeping required for these plans. The employer contributions, on behalf of the employee, are subject to FICA and Medicare taxes by both the employer and employee and W-2 wages must reflect these contributions.

However, through the use of a defined contribution (401) plan for the employer match, the contributions are not subject to FICA and Medicare and the contributions are not required to be part of the employees' reportable wages. Regardless of whether a 457 plan or a 401 plan is used for the employer contributions, the contributions are subject to state and federal withholding when funds are withdrawn from either plan.

Listed below are the advantages and disadvantages of changing from a deferred compensation (457) plan to a defined contribution (401) plan for employer contributions:

<u>Advantages</u>

- In calendar year 2003 and subsequent years, the City is expected to save over $5,000 annually in FICA and Medicare payments (this estimate is based on the 2002 calendar year employer contributions). This will not result in any budgeted savings, since these expenditures have never been budgeted, nor have they been paid. The City has contacted both the IRS and the Social Security Administration regarding prior years' obligations and is awaiting definitive guidance on how to resolve this issue.
- In calendar year 2003 and subsequent years, employees' total savings are also expected to be over $5,000 annually in FICA and Medicare payments. This does not result in a savings from prior calendar years since this has not been charged to employees, as required.
- Employees will be able to contribute the maximum amount allowed under federal law to their deferred compensation (457) plan. Currently, employees' contributions must be reduced by employer contributions to the 457 employer plan.
- No manual record keeping will be necessary to track the contributions of those employees wishing to maximize their contributions to the 457 plan. The Incode software will be able to track this to prevent an employee from contributing more than allowed to the employer 457 plan.
- ICMA will transfer the employer share of the contribution from the 457 plan to the new 401 plan effective January 1, 2003 and post this to the fourth quarter statements with minimal impact on the employee (see disadvantages). A negative adjustment will be made to the 457 plan and a positive adjustment to the new 401 plan.
- Employees have the same investment choices under the ICMA 401 plan as they have under the ICMA 457 plan.

Disadvantages

- There will be a one-time cost of $2,000 to the City to move the employees' assets from the old employer portion 457 plan to the new 401 plan. This move will affect only employer contributions made after January 1, 2003. All other employer 457 contributions made prior to January 1, 2003 will remain in the old employer 457 plan.
- Withdrawals from any 457 plan (employee or employer contributions) may be withdrawn when an employee leaves City employment and are subject to state and federal withholding when withdrawn. Withdrawals from a defined contribution (401) plan "normally" cannot begin until the employee reaches the age of 59 and a half. However, there are several exceptions to the 59 and a half rule that can be provided by ICMA, which includes employee separation from service and employee disability.
- Fees will be charged on both the new employer provided 401 plan and the old employer 457 plan for the fourth quarter of the 2003 calendar year. The fees on the old employer 457 plan will be waived beginning January 1, 2004 (see attached).

Budget Impact:

The immediate budget impact will be the $2,000 ICMA charge to move the employees' assets accumulated since January 1, 2003 from the employer 457 plan to the new 401 plan. This expenditure can be charged to the pension expenditure line item in the individual department budgets with little impact on the overall department budget.

Should the City remain with the current employer 457 plan, the current budget and future budgets will be increased by the FICA and Medicare charges on employer contributions. This annual expenditure will depend solely on the dollar amount of the employer match. No estimate has been made of the additional workload that will be required to comply with IRS regulations should the City remain with the employer 457 plan.

Should you have any questions regarding this recommended change, please contact Paul or Janet.

The City continues to review the employee defined benefit pension plan (GMEBS) and expects to review the City's 457 and 401 plans for any reduction in costs for the City and/or the employees.

Attachments

777 North Capitol Street, NE
Washington, DC 20002-4240
1-202-962-4600
FAX 1-202-962-4601
Toll Free 1-800-669-7400
En Español llame al 1-800-669-8216
Internet: http://www.icmarc.org

July 30, 2003

Ms. Janet Camburn
Finance Director
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Fee Reduction
457 Deferred Compensation Plan No. 304972

Dear Ms. Camburn:

The ICMA Retirement Corporation (ICMA-RC) is pleased to provide a reduced fee structure for the City of Peachtree City's 457 deferred compensation plan. Please be advised that effective January 1, 2004, ICMA-RC will waive the $18 annual maintenance fee for all participants in plan no. 304972.

This enhancement comes at no cost to the City; we will continue to deliver the highest quality administration, record keeping, education, and investment management services for you and your employees.

Thank you for giving us an opportunity to further enhance our service. Please feel free to contact Art Flattich, Territory Manager, at (912) 865-3797 if you have questions regarding any aspect of our service.

Sincerely,

John Saeli
Director, Marketing Services

ICMA RETIREMENT CORPORATION
The Public Sector Expert

Vantagepoint securities are distributed by ICMA-RC Services, LLC., a controlled broker-dealer affiliate of ICMA-RC, member NASD/SIPC.

SUGGESTED RESOLUTION FOR A LEGISLATIVE BODY RELATING TO A 401 MONEY PURCHASE PLAN

ACCOUNT NUMBER: 10

RESOLUTION OF City of Peachtree City (EMPLOYER NAME).

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by the ICMA Retirement Corporation and that the funds held under such plan be invested in the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan") in the form of: (Select one)

☒ The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).

☐ The Plan and Trust provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of the ICMA Retirement Trust, attached hereto, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the ICMA Retirement Trust.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the ICMA Retirement Trust; and

BE IT FURTHER RESOLVED that the City Manager (use title of official, not name) shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the ICMA Retirement Trust; shall cast, on behalf of the Employer, any required votes under the ICMA Retirement Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

I, Jane Miller, Clerk of the (City, ~~County, etc.~~) of Peachtree City, do hereby certify that the foregoing resolution proposed by (Council Member, ~~Trustee, etc.~~) of Peachtree City, was duly passed and adopted by the (Council, ~~Board, etc.~~) of the (City, ~~County, etc.~~) of Peachtree City at a regular meeting thereof assembled this ________ day of __________, 20____, by the following vote:

AYES:
NAYS:
ABSENT:

(SEAL)

____
Clerk of the (City, County, etc.)

ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT

Account Number 10- ______________

The Employer hereby establishes a Money Purchase Plan and Trust to be known as (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. The Plan shall be known as:

____ [906]

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☐ Yes ☒ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates: ______________________

I. Employer Name: City of Peachtree City [902]

II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified: January 1, 2003.

III. Plan Year will mean:

☒ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.04(i) of the Plan.) [803]

☐ The twelve (12) consecutive month period commencing on ______________ and each anniversary thereafter. [803]

IV. Normal Retirement Age (not to exceed age 65) shall be age 65. [288]

V. ELIGIBILITY REQUIREMENTS:

1. The following group(s) of Employees are eligible to participate in the Plan:

_____ All Employees
_____ All Full-Time Employees
_____ Salaried Employees
_____ Non-union Employees
_____ Management Employees
_____ Public Safety Employees
_____ General Employees
__X__ Other (specify below):
All Full-time Employees except Senior Managers

All Permanent Part-time Employees as defined by Human Resources

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be ______________ write N/A if an Employee is eligible to participate upon employment). [344]

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21). Write N/A if no minimum age is declared. [341]

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (choose one):

☐ **Fixed Employer Contributions With Or Without Mandatory Participant Contributions.**

The Employer shall contribute on behalf of each Participant _____ % of earnings or $_____________ for the Plan Year (subject to the limitations of Article V of the Plan). Each Participant is required to contribute _____ % of earnings or $____________ for the Plan Year as a condition of participation in the Plan. (Write "0" if no contribution is required.) If Participant Contributions are required under this option, a Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Participant Contribution.

☐ Yes ☐ No [621]

The pick-up provision specifies that the contribution is treated, for federal income tax purposes, as though it is made by the employer. The pick-up provision allows the employee to defer taxes on the employee mandatory contribution. The actual result is the same as if the contribution were a reduction in that employee's salary by the amount of the contribution. Picked up contributions are NOT exempt from Social Security tax.

[Note to Employer: A determination letter issued to an adopting Employer is not a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. The Employer may seek such a ruling.

[Picked up contributions are excludable from the Participant's gross income under section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 81-35, 1981-1 C.B. 255. Those requirements are (1) that the Employer must specify that the contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employee; and (2) the employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the plan.]

☐ **Fixed Employer Match of Participant Contributions.**

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ______% of Earnings or $______. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☒ **Variable Employer Match Of Participant Contributions.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

to the ICMA 457 Plan

__0.5__% of the contributions made by the Participant for the Plan Year (not including Participant contributions exceeding __4.0__% of Earnings or $____________________);

PLUS _______% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Participant contributions exceeding in the aggregate ______% of Earnings or $____________________).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed $_____________ or __2.0__% of Earnings, whichever is _______ more or _______ less.

2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

☐ Yes ☒ No

3. Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule: (please circle one choice) [611

0	Bi-Weekly	1	Weekly	2	Semi-Weekly
3	Bi-Monthly	4	Monthly	5	Semi-Monthly
6	Bi-Quarterly	7	Quarterly	8	Semi-Quarterly
9	Bi-Annually	10	Annually	11	Semi-Annually

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

(a) Overtime ☒ Yes ☐ No

(b) Bonuses ☒ Yes ☐ No

VIII. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 and 5.03 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

   ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

   ____

   ____

2. If the Participant is or has ever been a participant in a defined benefit plan maintained by the Employer, and if the limitation in Section 5.03 of the Plan would be exceeded, then the Participant's Projected Annual Benefit under the defined benefit plan shall be reduced in accordance with the terms thereof to the extent necessary to satisfy such limitation. If such plan does not provide for such reduction, or if the limitation is still exceeded after the reduction, annual additions shall be reduced to the extent necessary in the manner described in Sections 5.02 and 5.02. The methods of avoiding the limitation described in this paragraph will not apply if the Employer indicates another method below.

☐ Other Method. (Note to Employer: Provide below language which will satisfy the 1.0 limitation of section 415(e) of the Code. Such language must preclude Employer discretion. See section 1.415-1 of the Regulations for guidance.)

____

____

3. The limitation year is the following 12-consecutive month period:

____

IX. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements as noted and (2) the concurrence of the Plan Administrator.

Years of Service Completed	Percent Vesting
Zero	____ %
One	100 %
Two	____ %
Three	____ %
Four	____ %
Five	____ %
Six	____ %
Seven	____ %
Eight	____ %
Nine	____ %
Ten	____ %

X. Loans are permitted under the Plan, as provided in Article XIII:

☐ Yes ☒ No [751]

XI. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XII. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XIII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XIV. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XV. An adopting Employer may not rely on a determination letter issued by the National or District Offi of the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code. In order to obtain reliance with respect to plan qualification, the Employer must apply to the appropriate key district office for a determination letter.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _________________, 200_____.

EMPLOYER

By: ____

Title: ____

Attest: ____

ACCEPTED: ICMA RETIREMENT CORPORATION

Paul F. Gallagher

Title: Corporate Secretary

Norma Richardson

Attest:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Bernard J. McMullen**
Colin Halterman

FROM: **Jane Miller**

DATE: **September 9, 2003**

SUBJECT: **Appointment of Deputy Registrars**
September 18, 2003 Agenda

Recommendation:

Appoint Jane Miller as Chief Deputy Registrar and Betsy Tyler, Linda Morton, Susan Garcia, Pam Dufresne and Gloria Reid as Deputy Registrars.

Discussion:

While the County does conduct the municipal elections for Peachtree City, the City is required to have designated deputy registrars at City Hall. With the Council election to be held in November, the City Council needs to designate a Chief Deputy Registrar and a number of Deputy Registrars. These deputy registrars will be involved in assisting individuals with the voter registration process.

Budget Impact:

There will be no budget impact as there is no additional compensation for assuming this duty and there is no anticipated overtime.

/jsm

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Bernard J. McMullen**
Colin W. Halterman

FROM: **Jane Miller**

DATE: **September 11, 2003**

SUBJECT: **Amendment to Ordinance – Article II, Section 2-38 (b)(1)**
September 18, 2003 City Council Agenda

Recommendation:

Adopt the proposed amendment to Article II, Section 2-38 (b)(1)

Discussion:

Georgia State law requires that, during public hearings on zoning matters, the public be granted at least ten (10) minutes for each side to speak. While the City's current ordinance on public hearings does give the public an opportunity to speak, it does not specify the minimum ten (10) minute minimum time period. This proposed amendment to the ordinance is a housekeeping matter to ensure compliance with state law.

Budgetary Impact:

None

/jsm

Attachment

Ordinance Number 813

AN ORDINANCE TO AMEND ARTICLE II, SECTION 2-38(b)(1),
OF THE PEACHTREE CITY CODE OF ORDINANCES RELATIVE TO PUBLIC HEARING
PROCEDURES TO PROVIDE FOR CLARIFICATION AND CONSISTENCY,
AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 2-38(b)(1) relating to public hearings be amended as follows:

Sec. 2-38. Public hearings.

(b) (1) The mayor or chairperson will allow each side equal opportunity to the floor and establish time limits. **With respect to zoning hearings, each side shall have a minimum time period of ten (10) minutes for each zoning decision.**

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

Done, Ratified, and Passed this 18th day of September 2003.

____
Stephen D. Brown, Mayor

____

____

____

____

Attest: ____________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Councilmembers**

VIA: **City Manager**

FROM: **Director of Leisure Services**

DATE: **September 11, 2003**

SUBJECT: ***Request from Dog Park Committee to Change Location***
For September 18, 2003 Council Meeting

Recommendation:

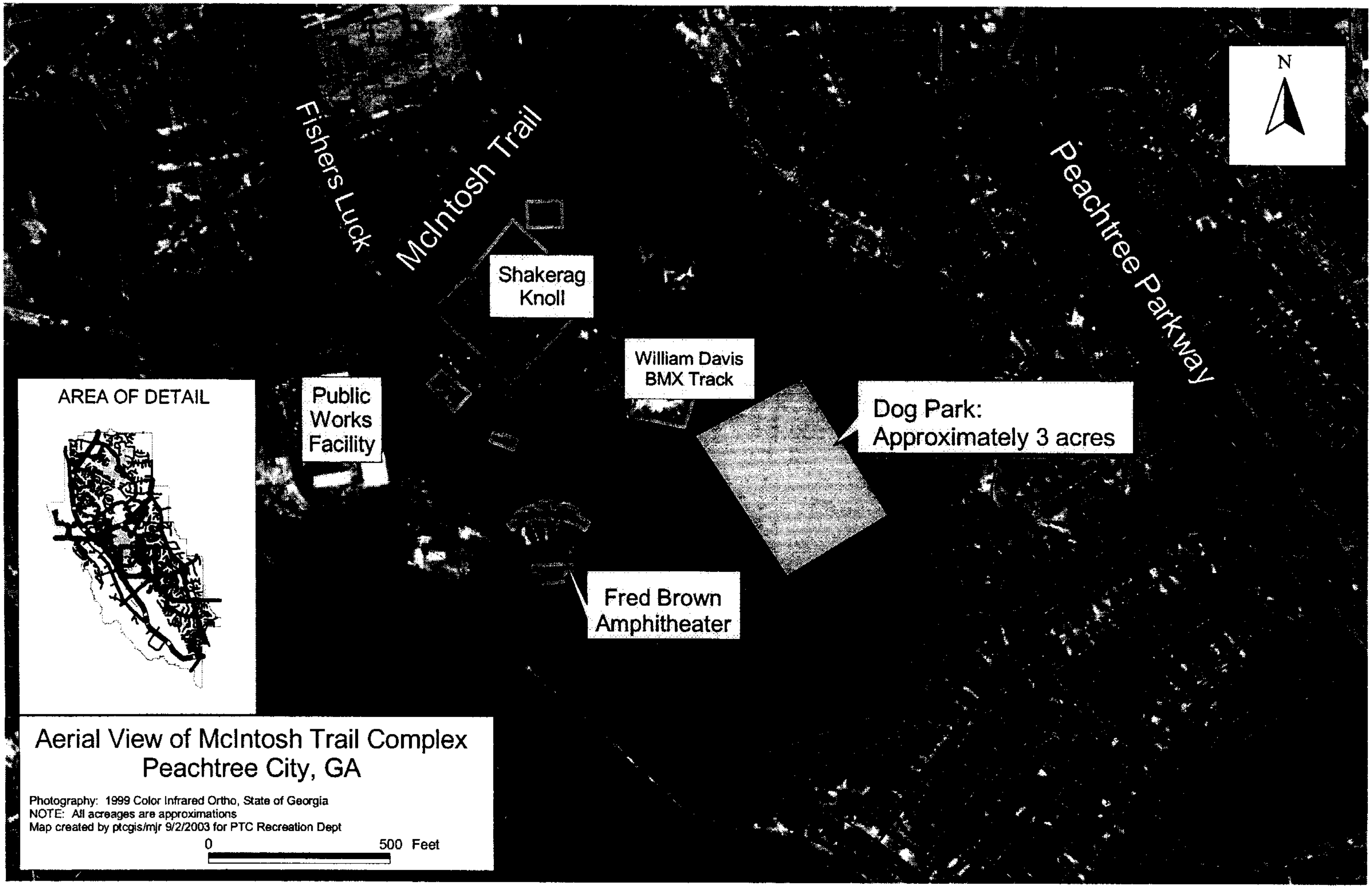
Approve relocation of the proposed Dog Park from Kedron to an area adjacent to the BMX track.

Discussion:
As you know, City Council had previously approved donation of a site adjacent to the Kedron Rink. However, upon closer scrutiny that site presented significant issues related to erosion, and the rugged terrain was a limiting factor to successfully constructing a useable facility there. The Committee subsequently reviewed an area adjacent to the South 74 Baseball-Soccer Complex. While the site had significant advantages over the Kedron site, it also posed a challenge since the land has been designated for years as potential soccer fields.

In looking at other options, city staff reviewed the land east/southeast of the BMX track and east of the Amphitheater for potential use (see attached GIS photo). This wooded area is in the McIntosh Trail Recreation Center. Staff found that this site was actually better suited than either of the other two had been. There is more than enough space there to place a 2 to 3 acre dog park without encroaching on any other tenants in the Complex or adjacent residents. The land is relatively flat with gentle slopes towards the perimeter, and contains established ground cover that provides natural filtering. It is wooded but relatively clear of underbrush. There is ample parking in the existing parking lot. A water line is nearby and can be tapped for a water source. The land is in an already-established recreation area and the dog park would be a suitable fit. It is centrally located within the city, making it convenient for golf cart users. During working hours staff is on site, and after hours the Parks Monitor can do security checks until dusk, when the facility will close, as do other parks in the city.

Fred Bryant, Dog Park Committee Chair, has walked the property with me and has received his Committee's approval to go forth with this request. The Recreation Commission will consider this request on Sept. 15 and the results of their vote will be forwarded to Council.

Budget Impact: No additional budgetary impact


N
Fishers Luck
McIntosh Trail
Shakerag Knoll
William Davis BMX Track
Peachtree Parkway
AREA OF DETAIL
Public Works Facility
Dog Park: Approximately 3 acres
Fred Brown Amphitheater
Aerial View of McIntosh Trail Complex
Peachtree City, GA
Photography: 1999 Color Infrared Ortho, State of Georgia
NOTE: All acreages are approximations
Map created by ptcgis/mjr 9/2/2003 for PTC Recreation Dept
0
500 Feet

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**
Assistant City Manager

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

DATE: **September 9, 2003**

SUBJECT: **Funding for Bridlepath Creek Project**
September 18, 2003 City Council Meeting

Recommendation:
Authorize staff to transfer $22,000 from the Council Contingency account, and $42,100 from the PIP Contingency account, to provide funding towards the Bridlepath Creek Sedimentation project.

Discussion:
At the September 4 Council Meeting, Council committed to providing a total of $75K towards funding of the Bridlepath Creek Sedimentation project. Funding in the amount of $10,900 had already been provided for preliminary studies, leaving a balance of $64,100 remaining to be funded. Implementation of the above recommendation would fulfill this commitment.

Budgetary Impact:
The Council Contingency account will be completely depleted for FY 2003. This depletion was anticipated in preparing the FY 2004 budget. If no further funds are committed from the PIP Contingency account for the remainder of FY 2003 after this transfer is made, staff still anticipates meeting the $50K PIP savings required by the FY 2004 budget document.

Pam Dufresne

From: Merle Crowe [mmcrowe@gdph.state.ga.us]
Sent: Tuesday, September 09, 2003 2:00 PM
To: pdufresne@peachtree-city.org
Cc: Merle Crowe
Subject: BOH Request

Merle Crowe.vcf

Dear Ms. Fresne,
Please put a presentation by a Board of Health member on your Town Council agenda for the September 18 meeting. The board would like to update all Fayette County municipalities on the recent No Smoking resolution passed.
Thank you.

Merle Crowe
Admin. Ops. Coord. II
Fayette County Health Department
The information contained in this message is intended only for the personal and confidential use of the designated recipients named above. This message may involve attorney-client infomation, and as such is priviledged and confidential. If the reader of this emssage is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Our number is 770-461-1178, extension 5416, and the fax number is 770-460-2457. THANK YOU.