

City Council of Peachtree City
Agenda
August 18, 2005
7:00 p.m.

- I. Prayer
- II Pledge of Allegiance
- III Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Art Sivertsen as Employee of the Month
 - Recognize City Hall Interns
 - Starr's Mill – Allison Morrell
 - McIntosh – Mia Riccio, Erin Milani, Evan Roth
 - Fayette County – Ashley Holley
- IV Minutes
 - August 1, 2005, Budget Workshop Minutes
 - August 4, 2005, 7.00 a m , Special Called Meeting Minutes
 - August 4, 2005, 6:30 p.m., Special Called Meeting Minutes
 - August 12, 2005, Special Called Meeting Minutes
- IV Consent Agenda
 - 1. Consider Appointment to Development Authority – Paul Schwinne
 - 2. Consider Agreement for Fayette County to Conduct City Election
 - 3. Consider Appointment of Deputy Registrars
- VI. Old Agenda Items
 - 07-05-08 Consider Modification to Motorized Play Vehicle Ordinance
- VII New Agenda Items
 - 08-05-08 Alcohol License – NEW – Kedron Kafe
 - 08-05-09 Public Hearing – Consider FY2006 Budget.
 - 08-05-10 Consider Amendments to Smoking Ordinance
 - 08-05-11 Consider Intergovernmental Agreement with Fayette County on SPLOST Funding
 - 08-05-12 Consider Sewer Maintenance Agreement
 - 08-05-13 Consider Amendment to Burn Ordinance
- VIII. Council/Staff Topics
 - Discuss Kudzu Eradication Program Status
 - Presentation by QK4 on MacDuff Parkway Traffic Analysis
- 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
BUDGET WORKSHOP
Minutes of Meeting
August 1, 2005
6:30 p.m.

The City Council of Peachtree City met in a workshop session on Monday, August 1, 2005, at 6:40 p.m. Council Members attending were: Mayor Steve Brown, Steve Rapson, and Judi Rutherford. Stuart Kourajian participated via teleconference. Murray Weed was unable to attend due to work commitments. Staff members attending were: City Manager Bernard McMullen, Financial Services Director Paul Salvatore, Assistant City Manager Colin Halterman, Police Chief Jim Murray, Leisure Services Director Randy Gaddo, Public Services Director Tom Corbett, Fire Chief Stony Lohr, Administrative Services Director/City Clerk Jane Miller, Developmental Services Director Clyde Stricklin, System Administrator Matt Robinson, and Assistant Finance Director Janet Camburn.

Salvatore went over the changes made to the proposed budget for FY 2006 since the workshop held on June 14. He noted that the growth in the tax digest was .25% greater than expected (estimated 5.75%, actual 6%), or \$108,620. The estimate for impact fees had also increased by \$146,526. The estimate had been \$50,000, but the City Planner estimated the impact fees would be closer to \$196,000. Based on actuals for FY 2005 to date, the General Fund revenue estimates had increased by \$9,845. The total increase in revenue sources since the last workshop was \$264,991.

Salvatore said there had also been adjustments to the FY 2006 appropriations. Health insurance had decreased by \$99,016. The Defined Benefit Pension program decreased \$61,698 due to an adjustment in the assumption of the actuarial evaluation. McMullen said the difference was also attributed to moving from a small fund classification to a large fund classification with a greater rate of return. Salvatore continued that computer software decreased \$16,810. The Chamber of Commerce Roundtable appropriation of \$600 had been eliminated. Pool maintenance costs increased \$14,339 per the recent contract approval. Library Services increased \$1,110 for the Flint River Regional Library System contract. Departmental savings decreased expenses by \$4,068. The net appropriations adjustment was a decrease of \$158,607.

Salvatore continued that additional changes included a reduction in the PIP contingency of \$100,000. He explained that they had investigated prior years' PIPs to find leftover funds from capital projects and re-evaluated the amount needed for PIP contingency for FY 2006 and future years. Rutherford noted that many of the costs in the PIP were estimates from four or five years ago. She asked if those estimates had been updated so they were reasonable. McMullen said that the local share for most of the larger dollar PIP projects would be funded by the SPLOST. There were still potential concerns about some projects, but those would be funded by the SPLOST, not the General Fund. McMullen continued that there were also changes that saved money. The traffic light at GA 54/Stevens Entry had been estimated at \$500,000, but the estimate was now at

\$90,000 The report on MacDuff Parkway had come back and it was recommended that MacDuff not be widened.

Salvatore continued that the FY 2007 PIP was reduced by \$35,000 since the funding for the Weber Station driveway repairs already existed. McMullen said the money for the repairs had come from the 2001 Bricks & Mortar loan, but had not been spent.

Salvatore noted that the local share for the Walt Banks roundabout would be funded by SPLOST so the PIP carryover increased \$175,000. The funding had been in a prior year PIP and had been sitting in a bank. Now the funds could be dropped into the fund balance as surplus cash. It was a one-time revenue source that could help fund one-time expenses in 2006. Another \$55,000 in savings had also been identified from various projects.

Additional changes that were pending included increasing the revenue for golf cart decal registration, \$24,300. An additional \$10,000 was needed to fund a pilot program to eradicate kudzu. Another \$20,000 was needed for communications tower maintenance.

Rutherford questioned the tower maintenance. McMullen said the maintenance was for the tower located behind City Hall. Some immediate maintenance needs dealt with how the cables were attached to the tower. There were longstanding issues that needed to be addressed, including some items that did not meet OSHA standards. A structural inspection of the entire tower was also needed, as well as scheduling ongoing periodic inspections. Rutherford asked what the lease payments for the tower were. McMullen said approximately \$175,000. Rutherford asked if the maintenance should be done in this fiscal year rather than waiting. McMullen said an engineer had to identify the issues first, then do the drawings needed to go out to bid. The funds to pay for the engineering work did come out of the current fiscal year funds; however, the bids for the work most likely would not come back until the next fiscal year. McMullen said the process had started. Gaddo said every time a leaseholder put something on the tower, an engineer inspected the structure, but the inspection was for their equipment. Rutherford said she would rather do something sooner than later. McMullen said it could go out to bid as soon as the engineer's drawings were completed.

McMullen explained that staff was considering replacing the golf cart decals every five years at a charge of \$15 per decal. Rutherford agreed that such a program would provide better information on how many carts there were, as well as who had them. She said she was glad a program was in the works.

McMullen continued that a small pilot program that used contract grazing for kudzu eradication was also planned. He explained that the chemical process cost more than \$16,000 per acre per year compared to an estimated \$2,500 per acre per year for contract grazing. The price could come down if a larger area was involved. Three different sites comprising approximately two acres had been selected. The sites included the right-of-way on the north side of GA 54 next to McDonald's, the entrance to the Kedron

Fieldhouse complex, and the area around the detention pond off Kedron Drive. Rutherford asked if they would be able to tell if progress was being made in a year, since the process took longer. McMullen said they would know the cost at the end of the year. The program accomplished the same thing as the chemical process did; the foliage was cleared so the roots starved. Brown asked if staff had considered the City greenbelt area behind Regions Bank where there was a large patch of kudzu. McMullen explained that two of the locations were near residential areas, which would give staff a good idea of what kinds of problems contract grazing could cause.

Salvatore pointed out the net impact of the changes made since the last workshop. The proposed budget presented on June 14 used \$1,673,752 of cash reserves. The net impact of the revenue increases and expense cuts totaled \$523,598 (or \$517,898 based on the additional recommended changes). The cash reserves needed to balance the FY 2006 budget had been reduced to \$1,150,154.

Rutherford asked what would happen to the millage rate if they left the cash reserves use at \$1,673,154, and if that would allow Council to drop the millage rate. McMullen said at this point the City was \$774,000 over cash reserves target. Using the \$500,000 for something else would take the cash reserves down to approximately \$400,000 and would affect the millage in future years. Salvatore said he was trying to get away from using cash reserves to balance the budget because they would eventually be gone. McMullen said if everything stayed the same as in the current model and the \$500,000 was put towards other things, then a larger millage rate projection for future years would be needed than what was currently in the model. Rapson clarified that Rutherford was asking what a full millage rollback would mean. Salvatore said they were dipping into cash reserves significantly to balance the budget. Rutherford said \$1.6 million was needed from cash reserves prior to the changes. The City made the choice not to take all of the road money out of the SPLOST. She said the best use of the found money would be to keep people from paying more in actual tax dollars.

Salvatore looked at the updated projections in the FY 2005 budget, and noted that the figures were based on year-to-date actuals. Revenue projections had increased by \$51,202. Expense savings had increased \$227,395. The PIP fund balance carryover had increased by \$175,000. The net impact on the FY 2005 fund balance was \$453,597, which Salvatore used to offset the projected future tax increase. He noted that a one mill increase had initially been projected in FY 2007 and FY 2008. The revised projection was reduced to .45 mills in 2007 and .75 mills in 2008. Salvatore noted that a similar increase had been projected for the last three years, but the millage rate had held constant. Brown noted that the City had also totally absorbed the \$4 million library expansion, which was a voter-mandated project. Salvatore said debt service alone was at \$409,000. Rutherford asked if it would be possible to rollback the millage rate. She said the actual tax dollars residents paid would go up because assessments had increased. She said it would behoove the City to rollback the millage rate and would be in the best interests of the citizens.

Rapson asked how much of the tax digest was due to reassessment and how much to new growth. Salvatore said 68% of the increase in the tax digest was due to reassessments and 32% was due to new growth. He said rolling back the millage rate would have a ripple effect. By 2008, the City would be \$1 million below its cash reserve target. He said the conservatism had been taken out of the model. McMullen said this was his third budget, and the City had become less conservative in terms of revenue projections. This year revenues would be one percent over projections. The projections were much closer to reality on revenues and expenses than the figures used previously. Rapson said a rollback was not a prudent thing to do. It was not in the best interest of the citizens to have the millage rate fluctuate back and forth. The projected 11% increase in the millage rate in 2007 would more realistically be three to four percent if things continued to track as they had. Rapson said the City's finances looked good because they were seeing the benefits of actions taken two to three years ago. The City had been very proactive in looking at fees, refining fines, and looking at capital projects. Rapson noted the projected staff savings of \$474,000 in 2007 and said that was conservative. They would pick up another \$200,000 to \$300,000. The amount changed each year, but the danger came in budgeting at that level.

Salvatore reviewed the operating budget for FY 2006. The General Fund totals were \$25,713,607. The total budget, including SPLOST, was just under \$32 million. The estimated increase in revenue was \$869,000 (3.7%). The millage rate was to remain constant at 5.283 mills. The cash reserves amount used was \$1.15 million. Appropriations increased \$637,000 (2.5%). Rapson noted that the appropriations increase included self-insurance. Salvatore said the appropriations increase included the departmental increase.

Rutherford suggested adding three firefighters and two police officers to the budget in light of the increased revenues and spending cuts rather than a rollback. She said she wanted to make sure the budget was the best budget for the City. Salvatore said the cost would have the same impact as the rollback. Rapson said the net result would be the same – the budget would be \$1 million in the hole in 2008.

The budget included three new full-time and two new part-time positions. The new positions were a systems specialist for Information Technology, a children's specialist and part-time library assistant for the library, a city engineer 1 for Engineering, and making a part-time staff assistant position full-time for the Planning Department. Rapson noted that there were actually fewer library positions than originally projected. Gaddo confirmed that the projection had been two full-time and two-part positions. They were able to cut back on positions because of the library design. Salvatore said the staff assistant position in the Planning Department was actually a ¼ time increase, from 30 hours to 40 hours a week.

Rutherford said she preferred that the new engineer position wait until the stormwater utility came on line. Rapson asked if the position could be converted to stormwater, or if there would need to be a position dedicated to stormwater. McMullen explained that the

same type of situation would also come up with Code Enforcement and other departments. A portion of the employee's time would be spent on stormwater. The portion of time spent on stormwater would be charged to stormwater. The City would be a stormwater utility customer, which would cost about \$340,000. Rutherford said she thought there was a full-time engineer in the stormwater plan. Stricklin said there was a full-time stormwater supervisor, not an engineer. The supervisor might be in the Engineering Department because of the types of projects. Rutherford asked if the position was needed because of the SPLOST. McMullen gave the Flat Creek bridge project as an example. He pointed out that the work on the project began in 1996. There were a number of similar projects, and approximately \$2 million in projects rolled over on an annual basis, which would go up by four or five percent. McMullen said that added nearly \$1 million to the projects' cost because the City did not have enough staff. Rutherford asked if they could contract someone. McMullen said, based on his experience, that the cost would increase two and one half times more. Rutherford asked Stricklin how much staff time would be spent on stormwater projects. Stricklin went through a list of estimated man-hours to be spent on stormwater projects. Rutherford asked how that equated to positions. Stricklin equated the time to a new project manager, 2,080 hours, for a pay rate between \$44,000 to \$70,000, leaving a deficit of 3,564 man-hours that the utility would work on when it was in place. Rutherford asked how much total staff time would come out of stormwater. Stricklin said half of the engineering staff's time would be spent on stormwater and half would be spent on other projects.

Salvatore said FY 2006 SPLOST revenues were estimated at \$2,082,553. The projects included the Marketplace/Westpark tunnel, street resurfacing program, path system upgrade, Walt Banks roundabout, adding right turn lanes at TDK/Dividend Drive, design of the GA 74 North multi-use bridge, Rockaway Road construction, landscape design for MacDuff Parkway, design for the Flat Creek multi-use path connection, a signal and lane improvements at GA 74/Wisdom Road, and installing a traffic signal at GA 54/Stevens Entry.

The PIP total for FY 2006 was \$2,874,352, which included a \$2.3 million multi-year financing proposal. Salvatore said the items to be financed included Bricks & Mortar loans, as well as other types of financing. Any items that cost under \$100,000 would be paid for in cash.

Salvatore referred to the 10-year model and said staff was looking at a plan to build up a fund balance in the event that LOST negotiations were not favorable and the SPLOST was not renewed in FY 2009, 2010, and 2011. If the City did well with the LOST negotiations and the SPLOST was renewed, there could possibly be a millage rate reduction. Brown said if population was used as a factor the City would be fine. McMullen said the County had 50% of the population, and the projection was the numbers would go down to 42% of the population. Eight percent would be spread among the municipalities.

Kourajian said the budget was fine and he had no questions. Brown asked if the planning money for The Gathering Place expansion was included.

Salvatore said the first millage rate hearing was scheduled on Thursday, August 4, at 7 a.m. Another workshop on the budget was tentatively slated on Monday, August 15. It was up to Council to decide if the additional workshop was needed. Brown asked Salvatore to break out the library information. He said residents needed to know that the cost of the expansion was covered by the budget without increasing the tax rate.

There being no further business to discuss, the meeting adjourned at 8.00 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
August 4, 2005
7:00 a.m.

The City Council of Peachtree City met in a special called meeting on Thursday, August 4, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:05 a.m. Other Council Members present were: Steve Rapson, Judi Rutherford, and Murray Weed. Stuart Kourajian was out of town and unable to attend.

The purpose of the meeting was to hold a public hearing to discuss the 2005 millage rate. Finance Director Paul noted the major points about the 2005 millage:

- 1 The 2005 millage rate would remain at 5.283 mills – the same since 2003;
2. The City was required to advertise a tax increase since the property tax digest values increased due to reassessments;
3. The rollback millage rate, which would cancel the tax revenue impact of reassessments, was 5.078 mills;
4. The difference between the proposed millage rate and the rollback rate was .205 mills (\$342,663);
5. The millage rate required to support the library addition exceeded the rollback rate.

The budget highlights included no millage rate increase, improved cart path and street paving program, major road and infrastructure improvements in GA 54 West corridor and other areas, improved service delivery ability due to the addition of new employees (three full-time, two part-time), and the library expansion was scheduled for completion.

Salvatore pointed out that the rate-setting process had started earlier this year due to state requirements. A similar schedule was planned for next year. The budget process for FY 2007 would be accelerated approximately six weeks to coincide with the millage rate process.

No one spoke either in favor or in opposition.

There being no further business to discuss, Rutherford moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 7:13 a.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
August 4, 2005
6:30 p.m.

The City Council of Peachtree City met in a special called meeting on Thursday, August 4, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 6:40 p.m. Other Council Members present were: Stuart Kourajian, Steve Rapson, and Judi Rutherford. Murray Weed arrived late due to work commitments.

The purpose of the meeting was to hold a public hearing to discuss the 2005 millage rate. Finance Director Paul noted the major points about the 2005 millage:

1. The 2005 millage rate would remain at 5.283 mills – the same since 2003,
2. The City was required to advertise a tax increase since the property tax digest values increased due to reassessments;
3. The rollback millage rate, which would cancel the tax revenue impact of reassessments, was 5.078 mills;
4. The difference between the proposed millage rate and the rollback rate was .205 mills (\$342,663),
5. The millage rate required to support the library addition exceeded the rollback rate.

Salvatore showed a bar graph and chart that depicted a City tax bill for a \$200,000 property. Rapson pointed out that Fayette County received 15.1% more of the tax money than the City for the same house. The City received \$422.64, while the County received \$486.64.

The budget highlights included no millage rate increase, improved cart path and street paving program, major road and infrastructure improvements in GA 54 West corridor and other areas, improved service delivery ability due to the addition of new employees (three full-time, two part-time), and the library expansion was scheduled for completion.

Salvatore pointed out that the rate-setting process had started earlier this year due to state requirements. A similar schedule was planned for next year. The budget process for FY 2007 would be accelerated approximately six weeks to coincide with the millage rate process.

Citizens who spoke included Ralph Hall, Phil Boswell, Elsie Parsell, John Hovatch, and Harold Logsdon. Their comments and questions included:

- The millage rate should be reduced;
- It was difficult for senior citizens on a fixed income to pay more taxes,
- The senior center expansion was not needed since less than 10% use the senior center;
- New equipment purchases (dump trucks) should be spread out;

- The roundabout at Walt Banks/Peachtree Parkway was not needed, could be a problem due to proximity to McIntosh High School;
- Landscaping funds should be decreased because the year's expenditures were low;
- The City should look closer at line items to keep the millage rate down;
- The millage rate hearings schedule was inconvenient to residents;
- More information was needed regarding the cash reserves;
- A tax increase was a tax increase no matter how it was done,
- The inflation rate had been adjusted down to three percent and it was not appropriate for local government to take more than that away

City Manager Bernard McMullen explained the dump truck replacements were needed in order to have a steady supply of asphalt for the City's paving operation. The trucks were used by Public Works and Recreation. The number of trucks was based on historical demand for the vehicles. The trucks were used for streets, carpaths, landscaping, recreation fields, and other projects. The replacement was based on guidelines for age and mileage, but it was unusual for every piece of equipment scheduled for replacement to be replaced. Vehicle maintenance personnel evaluated and filled out an assessment form on the vehicles scheduled for replacement. McMullen also inspected the vehicles. McMullen added that the dump bodies on the two trucks scheduled for replacement were in good shape, so only the chassis were to be replaced, saving the City \$16,000. McMullen added that the City was increasing asphalt work, especially on the carpaths, so the equipment was needed.

McMullen said the developer was contributing \$102,000 for the Walt Banks roundabout, leaving \$181,000 that would be covered by SPLOST. Engineers had looked at the intersection and determined that a roundabout would work well. Regarding the roundabout's proximity to McIntosh High School, he noted that young people adapted to change more quickly than adults. The design work should be completed by the next week, and the plan would be presented to the public for input before Council made a final decision.

McMullen continued that not all the landscaping expenses were on a straight-line linear basis in terms of how the money was spent. More money was spent in the summer when things were growing than in the winter when things were dormant. Brown noted that the biggest complaint from residents, other than traffic on GA 54 West, was that the grass was not cut enough. Assistant City Manager Colin Halterman noted that the biggest landscaping increase was in Recreation. The top dressing of the fields had been outsourced.

Brown pointed out that the low-income senior homestead exemption would be on the November ballot, which would lessen the impact on seniors if the citizens voted in the exemption. McMullen said the reassessment averaged a six percent increase in value. A \$200,000 home was now worth \$212,000, with a \$24 per year increase in property taxes.

Brown said the increase would essentially be neutral for low-income senior citizens if the voters approved the referendum.

Rapson said the dump trucks were leased under the Georgia Municipal Association lease, and the lease payment would be all that was captured. He also had concerns regarding the roundabout at Walt Banks/Peachtree Parkway. The funds could be redirected to another project in the SPLOST if Council decided to do so. Rapson continued that the items they were discussing were all one-time revenue captures. They could rollback the millage rate for this one year, but that negatively impacted the 10-year model. Rapson said last year the millage rate projection for this year included a 16% increase, which had not been needed. He continued that a millage rate increase had been projected every year he had served on Council, but the revenues had been enhanced and there had been extensive cost containment measures. Rapson said they had to consider what would happen in 2008, when the model showed 11% and 10% increases. Rapson felt those increases would not be needed. Rapson said if the millage rate was rolled back, then he guaranteed there would be a millage rate increase in the future, or the City would have to lay off employees. It was not an arbitrary decision. If there was a rollback, it would only help those residents whose homes appreciated the six percent average, or less

Hovatch questioned whether there would have been a millage increase if there had not been a reassessment. Rapson said the reassessment and growth of the tax digest allowed the City to maintain the existing millage rate without having to project substantial increases on the ten-year model. Brown noted that the library referendum mandated that the City pay \$540,000 for the debt service this year. Rather than add that to the millage rate, the City had absorbed it. Rapson said there should have been a millage increase last year and this year to accommodate the library construction. The City's budget had absorbed almost \$1 million without a millage increase

Salvatore explained that the timing of the millage rate hearings complied with state law. One of the meetings must be between 6 p.m. and 7 p.m. Two meetings could be held the same day, but one had to be prior to noon. The hearing was set at 7 a.m. so people could attend the meeting and still get to work on time. The third public hearing could have been held at any time, but had to be a week later. Rapson said he would rather have the morning meetings at 6 a.m., but there was always a trade-off.

There being no further business to discuss, Rutherford moved to adjourn the meeting. Kourajian seconded. The motion carried unanimously. The meeting adjourned at 7:15 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
August 12, 2005
7:00 a.m.

The City Council of Peachtree City met in a special called meeting on Friday, August 12, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:02 a.m. Other Council Members present were Stuart Kourajian, Steve Rapson, and Murray Weed. Judi Rutherford was out of town and unable to attend.

The purpose of the meeting was to hold a public hearing to discuss the 2005 millage rate and to adopt the 2005 millage rate.

No one spoke either in favor or in opposition.

Brown noted that the proposed millage rate of 5.28 mills included .021 mills to fund expenses for the Development Authority.

Kourajian moved to approve the millage rate of 5.28 mills and to authorize the Mayor to sign the necessary forms. Rapson seconded. The motion carried unanimously.

Rapson noted that the millage rate had remained at 5.28 mills even with the approval of the library bond. The cost of the debt service had been absorbed into the budget. The City had to advertise a tax increase due to state law requirements.

There being no further business to discuss, Rapson moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 7:11 a.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 

DATE: August 11, 2005

SUBJECT: **CONSIDER APPOINTMENT TO DEVELOPMENT AUTHORITY**
August 18, 2005, City Council Meeting

The Selection Committee, composed of Mayor Brown, Council Member Murray Weed, Development Authority Chairman Steve Fraas, and myself considered three (3) applicants for the vacancies on the Development Authority.

The Selection Committee has recommended that Mr. Paul Schwinne be appointed to fill Bill Bexley's unexpired term from 8/19/05 – 4/6/07.

A copy of the application is attached for your review

BJM.gr

Attachments

August 5, 2005

Mr. Paul Schwinne
817 Smokey Way
Peachtree City, GA 30269

Dear Mr. ^{Paul}~~Schwinne~~

It is a privilege and a pleasure to officially advise you that the Selection Committee will be recommending to the City Council that you be approved for appointment to the Development Authority. Council will make its final decision at our meeting on August 18, 2005.

I want to personally express my appreciation for your willingness to serve your community in this volunteer position.

The selection committee did recognize that you are a commercial realtor and that you also have ownership in office/institutional real estate in Peachtree City. However, you assured us that you would not pursue any personal business opportunities related to activity conducted by the Development Authority of Peachtree City. We strongly advise that circumstances with even the slightest appearance of conflict be avoided. If you are approved by the City Council, you will be required to abide by the city's ethics ordinances.

If I can be of assistance to you, please do not hesitate to call upon me.

Sincerely,



Stephen D. Brown
Mayor

SDB:gr

cc: Council Member Murray Weed
City Manager
Mr. Steve Fraas, Development Authority Chairman

Tues, 6/12
7:00 am
of the
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**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 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for 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 City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, June 17, 2005**. The City will contact you within two weeks of the application closing date.

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

NAME PAUL SCHWINNE

ADDRESS 817 SMOKEY WAY
PEACHTREE CITY, GA 30269

TELEPHONE (Day Time) 678 296-1588

(Evening) _____

(Fax #) _____

(Email:) PSCHWINNE@YAHOO.COM

Paul Schwinn 6/16/05
Signature Date

How long have you been a resident of Peachtree City?

I have been a resident of Peachtree City since 1992.

Why are you interested in serving on the Development Authority?

I will bring successful business experiences, a positive attitude, an enthusiastic approach, and a commitment to the community to our Development Authority. In addition, I want to be a part of team that attracts new businesses to our city and, just as important, supports existing firms.

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

I bring many varied business experiences and disciplines to a team. For example, I have been involved in acquisitions and mergers, built intimate business relationships with the major airlines all over the world, and been responsible for business development. In addition, I have overseen the financial records for both profit and not-for-profit organizations. Also for the past three years, I have served on the Legal Action Committee for the Georgia Association of Realtors.

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

(See attached resume) Upon graduating from Georgia Tech, I worked in the aerospace industry for fifteen years. I held several engineering positions, and then progressed into management and ownership. For the past five years I have been self employed as a commercial Realtor working the entire Atlanta MSA.

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

In 2001 a partner and I built, for investment purposes, an 11,000 square foot office building in Westpark Commercial Center in Peachtree City. In late 2004 we sold the building to another investor.

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

No.

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

No.

Describe your current community involvement.

For the past five years I have been a member and participated in several committees for the Fayette Board of Realtors. In addition, I am an active member of the Peachtree City Rotary Club.

RESUME for: Paul R. Schwinne
817 Smokey Way
Peachtree City, GA 30269
678-296-1588 cell

Employment History:

2005-Present

Southeast Properties, Inc Peachtree City, GA

Commercial Realtor

2002-2005

Harry Norman REALTORS

Peachtree City, GA

Commercial Realtor

2001-2002

Prudential Georgia Realty

Peachtree City, GA

Commercial Realtor

2000-present

P.S. Consulting

Peachtree City, GA

President

Provide consulting services to aerospace industry

1998-2000

HEICO Aerospace

Subsidiary: McClain International

College Park, GA

President

Design, manufacture and repair commercial jet engine components

1992-1998

McClain International

College Park, GA

Vice President Operations

1988-1992

McClain International

College Park, GA

Design Engineer

1985-1988

Curtiss Wright/Marquette

Greenville, SC

Design Engineer

Design and manufacture jet engine components

1982-1984

Georgia Institute of Technology

Bachelor of Aerospace Engineering

Membership:

Fayette Board of Realtors:

- 2002 Chairman- Technology Committee
Member- Strategic Planning
- 2003 Chairman- Technology Committee
Member- Strategic Planning
Fayette Board of Realtors-Realtor of the Year
- 2004 Vice President- Administration Finance
Member- Strategic Planning
- 2005 Member

Georgia Association of Realtors

- 2002 Member Convention Committee
- 2003 Member Convention Committee
Member Legal Action Committee
- 2004 Member Convention Committee
Member Legal Action Committee
- 2005 Member Legal Action Committee

Atlanta Commercial Board of Realtors: Member since 2002

CCIM: (Certified Commercial Investment Member)

- 2001 Passed CI 101
- 2002 Passed CI 102, 103, 104
- 2005 Achieved CCIM designation

Georgia Chapter of CCIM:

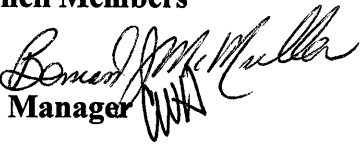
- 2005 Member-Board of Directors
Co-chair membership committee

Peachtree City Rotary Club-member since March 2004

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: August 11, 2005

SUBJECT: Consider Election Agreement
August 18, 2005 Council Agenda

Recommendation:

Authorize Mayor to sign the attached agreement with Fayette County to conduct the November 8, 2005, general election and any run-off election that may be required.

Discussion:

Fayette County has been conducting the City's elections for the past several years. The attached agreement, which mirrors the 2003 agreement, formally authorizes the County to perform this service.

Budget Impact:

The FY 2006 Council Budget includes \$40,000 for this service.

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, hereinafter referred to as "THE CITY" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "THE COUNTY"

W I T N E S S E T H:

WHEREAS, the City in the performance of its governmental functions will hold the election hereinafter described;

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21 – 2 – 45 of the Official Code of Georgia Annotated, the City may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance;

WHEREAS, the County has staff and equipment to conduct such election, and

WHEREAS, the County desires to assist said City in the conduct of its municipal election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Peachtree City general election held on November 8, 2005 and any and all run-offs which may be necessary.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception

of qualification of candidates, distribution of financial and campaign disclosure statements to candidates, and notification of the State Elections Commission concerning candidacy compliance.

3

The City shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

4.

The voting equipment vendor shall program all of the voting equipment for the election.

5

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

6.

Staffing of the polling locations and training of the staff shall be provided by the County.

7.

All expenses and charges incurred in the performance of said election (except for the actual cost for use of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and the cost payable to the voting machine vendor for programming the voting machines for the election. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

8.

The City shall defend and hold harmless the County from any liability and/or litigation expenses arising out of the conduct of the election for the City by the County. The City will

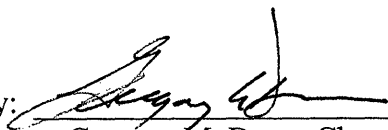
furthermore provide and/or pay for any and all necessary legal representation for the County in any action arising from the conduct of City elections by the County.

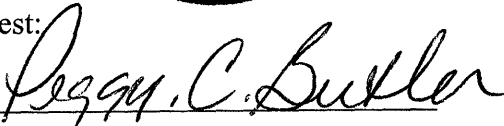
9.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.



FAYETTE COUNTY, GEORGIA

By: 
Gregory M. Dunn, Chairman
Board of Commissioners

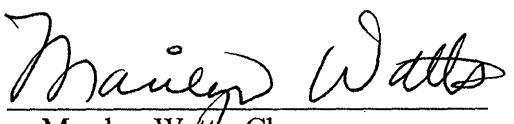
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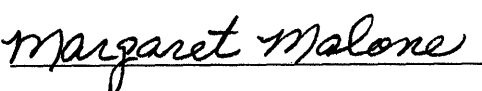
CITY OF PEACHTREE CITY

By: _____
Stephen D. Brown, Mayor

Attest: _____

BOARD OF ELECTIONS

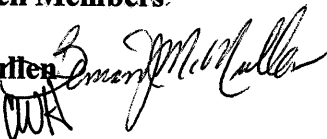
By: 
Marilyn Watts, Chairman

Attest: 

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members.

VIA: Bernard J. McMullen 
Colin Halterman 

FROM: Jane Miller 

DATE: August 10, 2005

SUBJECT: Appointment of Deputy Registrars
August 18, 2005 Council Agenda

Recommendation:

Appoint Jane Miller as Chief Deputy Registrar and Betsy Tyler, Susan Garcia, Pam Dufresne, Linda Morton, Jennifer Harden 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 & Council Members

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

FROM: Public Information Officer/Deputy City Clerk 

DATE: August 11, 2005

SUBJECT: Amendments to Motorized Play Vehicle Ordinance
August 18, 2005, City Council Meeting

Recommendation:

That Council approve amendments to the Motorized Play Vehicle Ordinance adopted on August 4, 2005, on residential, commercial and industrial property

Discussion.

At the July 21, 2005 Council Meeting, Council considered an ordinance governing the use of motorized play vehicles. Following discussion and some changes relating to private property usage, Council adopted the ordinance, but requested that staff provide additional amendments to further outline uses on private property.

The attached amendment delineates the permissions for usage on private residential property and more specifically spells out the limits for usage on private commercial and industrial property. While the original ordinance prohibits usage in any private parking lot, the new ordinance refines that limitation, specifying that usage areas cannot be accessible to other public traffic. The remaining modifications reflect the corresponding verbiage changes on signage required of commercial vendors of the vehicles.

Budget Impact:

The amendment should have no budgetary impact.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO ADOPT REGULATIONS REGARDING THE USE AND SALE OF MOTORIZED PLAY VEHICLES ON CITY STREETS AND PAVED RECREATIONAL PATHS AND PROPERTY; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article III, Motorized Carts, of Chapter 78, Traffic of the Code or Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows.

Sec. 78-96.1. Motorized Play Vehicle; Authorizations; Prohibitions; Disclosure Requirements.

(a) No motorized play vehicle may be operated on any public street, public roadway, public sidewalk, public park, public or private parking lot, public trail, public shared multi-use path, public bicycle path, and all other public property

(b) Motorized play vehicles are permitted on private residential property with the permission of the property owner. In the case of residential property commonly owned by a Homeowner Association, the Homeowner Association may regulate such usage.

(c) No motorized play vehicle may be operated on any private commercial/ industrial property unless the location where the vehicles are to be operated is inaccessible to normal pedestrian or vehicular traffic (such as an enclosed warehouse or fenced parking lot with a locked gate). Motorized play vehicles may be operated on private commercial/ industrial property meeting these restrictions with the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either.

~~(b) Except for private parking lots, motorized play vehicles may be operated on any private property with the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either. No motorized play vehicles may be operated on any private parking lot, regardless of whether or not said operator has received written permission from the owner.~~

(ed) No person shall operate a motorized play vehicle on any private property in a manner causing excessive, unnecessary, or offensive noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitivity

(de) The parent, guardian, or legal custodian of any minor shall not authorize or knowingly permit such minor to violate any of the provisions of this section.

(ef) It is unlawful for any vendor or merchant to sell motorized play vehicles without making disclosures required by this section. Any merchant or vendor who sells motorized play vehicles within the City shall:

(1) Post in a prominent place at each location where motorized play vehicles are on display, a notice, on a sign not less than 96 square inches and visible to the public, stating that operation of motorized play vehicles:

(A) are prohibited on any public street, public roadway, public sidewalk, public park, public parking lot, public trail, public shared multi-use path, public highway or any part of a highway, public bicycle path and all other public property in the City of Peachtree City.

(B) are allowed to be used on private residential property with owner's written permission, ~~except private parking lots,~~

~~(B)~~(C) are allowed to be used on private commercial / industrial property only in areas inaccessible to normal pedestrian or vehicular traffic and only with the written permission of the owner/agent.

(2) Provide a copy of such notice to each purchaser of a motorized play vehicle, either before or in connection with the purchase of a motorized play vehicle. If the purchaser is a minor, the minor's parent or legal guardian must sign a receipt of said notice.

(3) Any motorized play vehicle owned by a governmental entity and which is operated in the performance of authorized duties or activities, is exempt from the provisions of this ordinance.

(f) Temporary suspension of all or part of this Ordinance may be granted by the City Council for special events.

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. The repeal provided for in Section 4 hereof shall not affect any offense or act committed or done or any penalty or forfeiture incurred or pending.

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

This _____ day of _____, 2005.

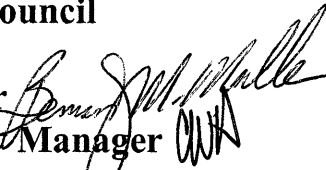
Stephen D. Brown, Mayor

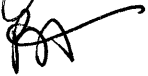
Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: Deputy City Clerk 

DATE: August 11, 2005

SUBJECT: Alcohol License – NEW – Kedron Kafé
August 18, 2005, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for new alcoholic beverage license.

Discussion:

Kedron Kafé, 1003 Georgian Park, has submitted an application for a new alcoholic beverage license. Mr. Jimmy Halligan has requested he be appointed as the Licensee. Mr. George Miller had requested he be appointed as the License Representative. They also serve as the Licensee and License Representative for the Kedron C-Store, which is located at 1009 Georgian Park. They will attend the meeting on Thursday, August 18th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a pouring license for beer and wine of \$1,200.

JSM:pd

Attachments

Receipt # 00042369



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

Application For Alcoholic Beverage License

Business Name: KEDRON KAFE INC.	Business Location: 1003 GEORGIAN PARK	
Nature of Business: RESTAURANT	Mailing Address:	Business Phone Number: 770-486-7778
Name of Licensee: JIMMY HALLIGAN	Home Address: 4064 E. BROOKNAVEN DR. ATLANTA, GA.	Home Phone Number: 770-487-1673
Name of License Representative: GEORGE MILLER	Home Address: 4767 HWY 24 E SNAPESBORO, GA. 30277	Home Phone Number: 770-304-0523

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☐	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
JIMMY HALLIGAN	4064 E. BROOKNAVEN DR. ATLANTA, GA	770-487-1673 404-965-2677

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

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City

I, James V Murray, Chief of Police for the City of Peachtree City, do hereby certify that

Jimmy Halligan
Name

4064 East Brookhaven Drive

Atlanta, GA
Address

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

Major R.M. Decker
Witness

James V. Murray
Signature
August 11, 2005
Date

State of Georgia

City of Peachtree City

I, James V Murray, Chief of Police for the City of Peachtree City, do hereby certify that

George Miller
Name

4767 Highway 34 East

Sharpsburg, GA 30277
Address

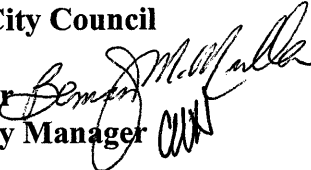
Has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license

Mayor R.M. Dubree
Witness

James V. Murray
Signature
August 11, 2005
Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
Assistant City Manager 
FROM: Financial Services Director P.S.
DATE: August 10, 2005
SUBJECT: FY 2006 Proposed Budget

August 18, 2005 City Council Meeting

Recommendation:

No Council action is necessary other than to conduct the Public Hearing

Discussion:

State law requires that this public hearing be held prior to formally adopting the budget. Staff will give a brief Powerpoint presentation of the FY 2006 Proposed Budget at the public hearing. A budget resolution will be presented to Council at the September 1 City Council Meeting to adopt the budget in its final form. Members of city staff will be present at the public hearing to answer any questions about the proposed budget.

Budgetary Impact:

N/A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: August 10, 2005

SUBJECT: Smoking Ordinance Amendments
August 18, 2005, City Council Meeting

Recommendation

Staff recommends that Council adopt the attached ordinance to bring the City's Smoking Ordinance into compliance with the newly implemented State smoking ordinance.

Discussion:

In 2004, Council adopted the Peachtree City Smokefree Air Act, which is attached in its entirety. The State of Georgia followed suite this year, and the new state law went into effect this summer. The new law was modeled after our ordinance, and is substantially the same. However, there are some additional definitions, differing fines imposed, and different signage requirements. The changes included directly reflect the new State definitions, signage requirements, and fines. Recommended text additions are underlined, and deletions are struck through.

One of the primary changes is the elimination of the required "no smoking" signage, although the language does authorize its usage. The State statute now requires that establishments allowing smoking post signage notifying patrons of the presence of smoke. Fines for violations have also been increased to reflect those set by the State.

Peachtree City's ordinance remains more restrictive than State law, which is permitted under the new statute.

Budget Impact:

This item should have no budgetary impact.

AN ORDINANCE AMEND ARTICLE IV, SECTION 42-116 ET. SEQ OF THE PEACHTREE CITY CODE OF ORDINANCES SO AS TO AMEND THE REGULATIONS REGARDING SMOKING IN PUBLIC PLACES AND IN OTHER AREAS WITHIN THE CITY; TO AMEND THE CITY'S EXISTING REGULATIONS SO AS TO PROVIDE CONSISTENCY WITH STATE LAW, TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY, 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 same

Section 1. That Article IV, Sections 42-116 through 42-129, of the Peachtree City Code of Ordinances be amended to read and to be codified as follows

Sec. 42-116. Title

This Article shall be known as the Peachtree City Smokefree Air Act of 2004. This act replaces in total Sec. 42, Art. IV, of the City Code of Ordinances.

Sec. 42-117. Definitions

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section.

Bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food constitutes less than 60% of total revenue, and is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets, and where absolutely no persons are permitted on the premises under the age of 18.

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons

Enclosed Area means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways) that extend from the floor to the ceiling.

Health Care Facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors,

physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities

Infiltrate means to permeate an enclosed area by passing through its walls, ceilings, floors, windows, or ventilation systems to the extent that an individual can smell secondhand smoke.

Outdoor Public Facility means any sports arenas, ball fields, parks, amphitheaters, tennis centers, tennis courts and other outdoor recreation area owned by the City of Peachtree City

Place of Employment means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways. A private residence is not a place of employment unless it is used as a child care, adult day care, or health care facility. This term shall not include vehicles used in the course of employment.

Private Club Facilities means a building or leased space where the persons present are solely members of a club such as the Elks Club or the Veterans of Foreign Wars that is for the members' exclusive use only

Public Place means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a public place unless it is used as a child care, adult day care, or health care facility

Restaurant means an eating establishment where the sale of food is 60% or more of total revenue, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term restaurant shall include a bar area within the restaurant.

Retail Tobacco Store means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Secondhand smoke means smoke emitted from lighted, smoldering, or burning tobacco when the person smoking is not inhaling, smoke emitted from the mouthpiece during puff drawing, and smoke exhaled by the person smoking.

Service Line means an indoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money

Shopping Mall means an enclosed public walkway or hall area that serves to connect retail or professional establishments commercial/retail stores with entrances located in a common area that is indoors

Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, or plant.

Smoking area means a separately designated enclosed room which need not be entered by an employee in order to conduct business that is designated as a smoking area and, when so designated as a smoking area, shall not be construed as to deprive employees of a nonsmoking lounge, waiting area, or break room.

Sports Arena means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

Private Club Facilities means a building or leased space where the persons present are solely members of a club such as the Elks Club or the Veterans of Foreign Wars that is for the members' exclusive use only

Sec. 42-118. Application of Article to Peachtree City Facilities

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city of Peachtree City shall be subject to the provisions of this Article

Sec. 42-119. Prohibition of Smoking in Public Places

~~Smoking shall be prohibited in all enclosed public places within the city of Peachtree City including but not limited to, the following places:~~

- ~~1. — Aquariums, galleries, libraries, and museums.~~
- ~~2. — Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels, and motels.~~
- ~~3. — Bingo facilities when a bingo game is in progress.~~
- ~~4. — Convention facilities.~~
- ~~5. — Elevators.~~
- ~~6. — Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.~~
- ~~7. — Health care facilities.~~
- ~~8. — Licensed childcare and adult day care facilities.~~
- ~~9. — Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.~~
- ~~10. — Polling places.~~
- ~~11. — Public transportation facilities, including buses and taxicabs, under the authority of the city of Peachtree City, and ticket, boarding, and waiting areas of public transit depots.~~
- ~~12. — Restaurants.~~
- ~~13. — Restrooms, lobbies, reception areas, hallways, and other common-use areas.~~
- ~~14. — Retail stores.~~

~~15. — Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the city of Peachtree City or a political subdivision of the State when a public meeting is in progress, to the extent the place is subject to the jurisdiction of Peachtree City.~~

~~16. — Service lines.~~

~~17. — Shopping malls.~~

~~18. — Sports arenas, including enclosed places in outdoor arenas.~~

Except as otherwise specifically authorized, smoking shall be prohibited in all enclosed public places, per O.C.G.A. 31-12A-4.

Sec. 42-119 (a). Prohibition of Smoking at City Outdoor Public Facilities

A. Smoking shall not be permitted within twenty-five (25) feet of bleachers, dugouts, pools, restrooms, playgrounds or sports field sidelines where people may be sitting.

B. If designated smoking areas are provided at any facility, then smoking is only permitted within that designated area.

Sec. 42-120. Prohibition of Smoking in Places of Employment

A. Smoking shall be prohibited in all enclosed facilities within places of employment, except for approved smoking rooms. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices (excluding home offices), elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, outdoor restaurant patios, and all other enclosed facilities.

B. This prohibition on smoking shall be communicated to all existing employees by the effective date of this Article and to all prospective employees upon their application for employment.

C. Smoking rooms shall comply with requirements for a Smoking Lounge in the latest State approved edition of the International Mechanical Code and shall meet the following requirements

(1) The smoking area shall be located in a nonwork area where no employee, as part of his or her work responsibilities, shall be required to enter, except such work responsibilities shall not include custodial or maintenance work carried out in the smoking area when it is unoccupied.

(2) The smoking area shall be for the use of employees only.

(3) All air from the room shall be exhausted. Exhaust all air from the room directly to the outside allowing for no re-circulation.

(4) The room shall be constructed with permanent walls on all four sides that completely enclose the room. Any doors into the smoking room shall have automatic closures.

(5) Be constructed such that a negative pressure exists between the smoking room and all adjoining spaces. The exhaust system shall operate at all times except for scheduled maintenance and repair.

(6) All switches or disconnects for any exhaust system supporting the smoking room shall not be located inside the smoking room.

D. Before using a smoking room, the employer must:

- (1) Submit a certified Test and Balance Report for the space to the City Building Official.
- (2) Post the room occupancy on the outside of the room based on the International Mechanical Code
- (3) Have the space inspected by the City's Building Official.
- (4) Post the approval letter from the City Building Official in a frame on the outside of the smoking room.

Sec. 42-121. Reasonable Distance

Smoking is prohibited within a reasonable distance of 10 feet outside an enclosed area where smoking is prohibited, so as to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or other means

Sec. 42-122. Where Smoking Is Not Regulated

Notwithstanding any other provision of this Article to the contrary, the following areas shall be exempt from the provisions of Sections 42-119 and 42-120

1. Private residences, except when used as a licensed childcare, adult day care, or health care facility.
2. Hotel and motel rooms that are rented to guests and are designated as smoking rooms that have separate ventilation, provided, however, that no more than twenty percent (20%) of rooms rented to guests in a hotel or motel may be so designated.
3. Retail tobacco stores, provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this Article
4. Private and semiprivate rooms in nursing homes and long-term care facilities that are occupied by one (1) or more persons, all of whom are smokers and have requested in writing to be placed in a room where smoking is permitted and separately ventilated.
5. Outdoor areas except those covered by the provisions of Section 42-121.
6. All workplaces of any manufacturer, importer, or wholesaler of tobacco products, of any tobacco leaf dealer or processor, all tobacco storage facilities, and any other entity set forth in O.C.G.A. 10-13A-2.
67. Facilities owned by private clubs where only members are present, and no persons under the age of 18 are permitted on premises
78. Bars- As defined in Section 42-117.

Sec. 42-123. Declaration of Establishment as Nonsmoking

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or

outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 42-124 (A) is posted.

Sec. 42-124. Advertisements & Posting of Signs

A. "No Smoking" signs or the international "No Smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it may be clearly and conspicuously posted by the owner, operator, manager, or other person in control in every public place and place of employment where smoking is prohibited by this article.

~~The standard mandated 5 inch by 5 inch City sign, as depicted in Attachment A, with the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this Article, by the owner, operator, manager, or other person in control of that place. An example of such sign is attached hereto as Exhibit A.~~

~~B. — Every public place and place of employment where smoking is prohibited by this Article shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.~~

~~CB~~ All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this Article by the owner, operator, manager, or other person having control of the area. This does not prohibit these items for resale purposes

C. Unregulated establishments that allow smoking under Sec. 42-122, except for subsection (1) Private Residences, shall post conspicuously at every entrance a sign indicating that smoking is permitted.

D. Any bar or facilities owned by private clubs that intend to permit smoking, shall include in their advertisements and promotions a statement that contains the language, "No person under the age 18 will be permitted."

Sec. 42-125. Nonretaliation

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Article

Sec. 42-126. Enforcement

A. This Article shall be enforced by an authorized designee of the city of Peachtree City

B. Notice of the provisions of this Article shall be given to all applicants for a business license in the city of Peachtree City

C. Any citizen who desires to register a complaint under this Article may initiate enforcement with Police and Code Enforcement.

D. Fire Marshall or designee shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Article.

E. An owner, manager, operator, or employee of an establishment regulated by this Article shall inform persons violating this Article of the appropriate provisions thereof.

F. Notwithstanding any other provision of this Article, an employee or private citizen may bring legal action to enforce this Article

G. In addition to the remedies provided by the provisions of this Section, the City Manager or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this Article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

Sec. 42-127. Violations and Penalties

~~A. A person who smokes in an area where smoking is prohibited by the provisions of this Article shall be guilty of an infraction, punishable by a fine not exceeding fifty dollars (\$50). A person smoking tobacco in violation of this ordinance shall be guilty of a misdemeanor and, if convicted, shall be punished by a fine of not less than \$100.00 nor more than \$500.00, in accordance with O.C.G.A. 16-12-2.~~

B. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of an infraction, punishable by:

1. A fine not exceeding one hundred dollars (\$100) for a first violation.
2. A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year
3. A fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year

C. In addition to the fines established by this Section, violation of this Article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

D. Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

Sec. 42-128. Public Education

The City may engage in a continuing program to explain and clarify the purposes and requirements of this Article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this ordinance

Sec. 42-129. Governmental Agency Cooperation

The City Manager shall annually request other governmental and educational agencies having facilities within the city of Peachtree City to establish local operating procedures in cooperation and compliance with this Article. This includes urging all Federal, State, County, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke

Sec. 42-130. Other Applicable Laws

This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws

Sec. 42-131. Liberal Construction

This Article shall be liberally construed so as to further its purposes.

Sec. 42-132. Severability

If any provision, clause, sentence, or paragraph of this Article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable

Sec. 42-133. Effective Date

This Article shall be effective ~~sixty (60) days from and after~~ upon the date of its adoption. |

Section 2. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of such conflict, 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.

Done, Ratified, and passed this _____ day of August 2005

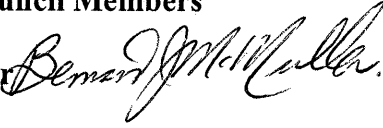
Mayor

City Clerk

City Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: August 11, 2005
SUBJECT: Agreement for Distribution of SPLOST Funds
August 18, 2005, City Council Meeting

Recommendation:

Staff recommends that Council approve the attached agreement between Fayette County and Peachtree City for the distribution of SPLOST funds

Discussion

In November of 2004, Fayette County voters approved a 5-year Special Local Option Sales Tax for transportation improvements. The projected allocation for Peachtree City is \$12 million over the next five years.

The agreement provides for the distribution of funds on the same schedule as the County receives the funds from the State

Budget Impact:

The agreement will add an estimated \$12 million in revenues to Peachtree City's budgets over the next five years for transportation improvement projects

BJM/bt

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR
DISTRIBUTION OF S.P.L.O.S.T. PROCEEDS**

This Agreement, entered into this ____ day of _____, 2005, by and between Fayette County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners and, hereinafter referred to as "County", and the City of Peachtree City, a political subdivision of the State of Georgia acting by and through its Mayor and Council and, hereinafter referred to as "City" referred to jointly as "Parties", to provide for the distribution of proceeds collected by the County as a result of the imposition of a special purpose local option sales tax, hereinafter referred to as "S.P.L.O.S.T.", to the City.

WHEREAS, on November 2, 2004, the majority of the qualified voters in Fayette County cast their ballots in favor of imposing a Special Purpose Local Option Sales Tax, S P L O.S.T., for road, street, and bridge purposes in the unincorporated areas of the County as well as the municipalities hereof; and

WHEREAS, the County in accordance with O.C.G.A. § 48-8-115, shall be the recipient of all proceeds collected as a result of the imposition of this S.P.L.O.S.T.; and

WHEREAS, the municipalities of Fayette County shall share in the proceeds of the S.P.L.O.S.T.

NOW, THEREFORE, in consideration of the promises and conditions as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

7/6/05

ARTICLE 1 - GENERAL PROVISIONS

Paragraph 1.0. Upon receipt of S.P.L.O.S.T. proceeds from the State Revenue Commissioner, the County shall designate thirty percent (30%) of said funds for distribution to the various municipalities of Fayette County and unincorporated County in amounts which are proportionate to the population of each City or Town as of the 2000 census.

Paragraph 1.1. Of said thirty percent (30%) of S.P.L.O.S.T. proceeds designated for distribution among the municipalities and the unincorporated County in accordance with Paragraph 1.0, 34.6% shall be distributed by County to City at the same frequency as the County receives the SPLOST from the state.

Paragraph 1.2. Upon receipt of said funds, City shall cause them to be placed in an account dedicated exclusively to holding the City's designated share of the proceeds of the S.P.L.O.S.T., (said account hereinafter referred to as "S.P.L.O.S.T. Account") and shall never cause or permit comingling of these funds with any funds from any other source

Paragraph 1.3. City shall expend funds from the S.P.L.O.S.T. Account exclusively for the road, street, and bridge purposes specified by City for consideration by the voters of Fayette County on November 2, 2004 Said purposes being set forth in Exhibit "A" attached hereto and hereby incorporated herein.

Paragraph 1.4. Should all purposes set forth in Exhibit "A" be accomplished, all proceeds of the S.P.L.O.S.T. which are payable to City after said accomplishment shall be retained by County and thereafter expended solely to accomplish the road, street, and bridge purposes of unincorporated County specified by County for consideration by the voters of Fayette County on November 2, 2004 and/or the road, street, and bridge purposes of the other municipalities within the County which were specified for consideration by the voters of Fayette County on November

2, 2004.

ARTICLE 2 - ACCOUNTING AND RECORDS

Paragraph 2.0 City shall cause the S.P.L.O.S.T. Account to undergo an annual audit which shall include the production of a schedule for each project listed in Exhibit "A". Said schedule shall set forth the original estimated cost of completion for each project listed in Exhibit "A", the current estimated cost of completion for each project listed in Exhibit "A", the sum of S.P.L.O.S.T. funds expended for each project in Exhibit "A" in the current year, a total sum of S.P.L.O.S.T. funds expended in all years prior to the current year for each project listed in Exhibit "A", and an estimation of percentage complete of each project in Exhibit "A". The auditor shall verify and test expenditures from the S.P.L.O.S.T. Account to assure that the schedule is an accurate representation of the facts portrayed therein as compared to the financial statements. The final audit report shall also include an opinion or disclaimer of the auditor that the schedule is fairly presented in all material aspects in relation to the financial statements taken as a whole

Paragraph 2.1 City shall maintain records for each project in Exhibit "A" which are sufficient to support and accomplish the auditing mandates of Paragraph 2.0 of this Agreement.

Paragraph 2.2. City shall be responsible for all aspects of the accounting and auditing procedures mandated by this Agreement including selection of an appropriate party to perform said services and full payment for rendition of said services.

Paragraph 2.3. City shall be responsible for any costs which accrue as a result of the distribution of S.P.L.O.S.T. funds to City by County. This shall include, but not be limited to, any increased costs incurred by County in achieving the auditing, accounting, and record keeping mandates of applicable law.

Paragraph 2.4. Each year City shall provide County, at City's expense, a copy of the annual audit and all documents produced therefrom. Said provision shall occur within the thirty (30) days subsequent to completion of audit.

ARTICLE 3 - JOINT EFFORTS

Paragraph 3.0. The County and the City agree to use cooperative efforts and good faith in carrying out their duties under this Agreement.

ARTICLE 4 - LIABILITY

Paragraph 4.0. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause.

Paragraph 4.1. The County and City agree to release each other from any and all liabilities, claims, judgments, costs or demands arising from damage of whatever nature to the other whether directly or indirectly arising out of the performance of the provisions of this Agreement unless, said damage results from the intentional, reckless, or grossly negligent actions or omissions of the County or City, or an agent/employee of either. In said case, the cost shall be borne by the party whose actions or omissions occasioned said damage.

Paragraph 4.2. City shall indemnify and hold harmless County and all agents thereof from and against any claims, damages, losses or expenses, including attorney's fees arising out of or resulting from the performance of this Agreement unless said claim or damage is attributable to the negligent or wilful act or omission of County.

ARTICLE 5 - ENTIRE AGREEMENT

Paragraph 5.0. This Agreement shall constitute the entire agreement between the County and City with respect to the distribution of S.P.L.O.S.T. proceeds. No modification or addition shall be binding upon the County or City unless evidenced by a writing, created subsequent to the date of this Agreement and signed by both the County and the City.

ARTICLE 6- TERMINATION

Paragraph 6.0. With the exception of the provisions listed below, this Agreement shall terminate upon County's final distribution of S.P.L.O S T. funds to City. Article 4 related to liability, shall remain in full force and effect until all proceeds of the S.P.L.O S.T. have been fully distributed by County and expended by City; and Article 2, related to accounting, auditing, and payment shall remain in full force and effect until the S.P.L.O.S.T. account of City ceases to exist and all expenses associated with the work described in Article 2 are satisfied.

ARTICLE 7 - SEVERABILITY

Paragraph 7.0. In the event that any clause, phrase, or provision of this Agreement is held to be invalid, the remainder of the Agreement shall continue in full force and effect as if said part were never included within these terms

ARTICLE 8 - GOVERNING LAW

Paragraph 8.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. In all cases of dispute arising out of or as a result of this Agreement, proper venue shall lie in a court of competent jurisdiction in Fayette County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their
seals this the _____ day of _____, 2005.

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

By: _____
Gregory M. Dunn, Chairman

(Seal)

ATTEST:

Deputy Clerk

MAYOR AND COUNCIL
CITY OF PEACHTREE CITY, GEORGIA

By: _____
Steve Brown, Mayor

(Seal)

ATTEST:

Deputy Clerk

Exhibit "A"

Description of Projects

<u>Governmental Entity</u>	<u>Project</u>
City of Peachtree City	Log House Road Line Creek Drive Prestwick Lane Wensley Corner Wynnmeade Parkway - SR 54 to Kings Ridge Greensway Marks Style Rock-a-Way Road - SR 74 West to County Line Peachtree Parkway - Battery Way SR 54 Peachtree Parkway - SR 54 to Battery Way Wexford Way Azalea Drive Kings Court Kings Ridge Line Creek Circle Robinson Road - Braelinn Road to Redwine Road Robinson Road - Crosstown Drive to Peachtree Parkway Robinson Road - Peachtree Parkway to Braelinn Road Olive Drive - Hip Pocket West Sawmill Trace Arbor Gate Arrowhead Court Auburn Court Commerce Drive - SR 54 to Westpark Drive Dover Trail Groveland Drive Harbor Loop Sandtrap Ridge Windgate Court Wynnmeade Parkway - Kings Ridge North to end Bedford Park Copperplate Lane Hedgewood Land (West) Pinegate Road - Riley Parkway to Sevenoaks Rubicon Road Sawleaf Lane Terrace Tay

Vardon Way
Banks Run
Peachtree Parkway - SR 54 to SR 74
Robinson Road = SR 54 to Crosstown Drive
Golfview Drive
Kimmer Road
Magnolia
Raintree Hill
Rosewood Court
Skiff Trace
Tamerlane
TDK Boulevard - Dividend Drive to RR Bridge
Walt Banks Road - Peachtree Parkway West
West Manor
Wickerhill
Wisdom Road
Adams Falls
Adell Court
Clardge Curve
Holly Grove Road - Robinson Road to Rubicon Road
Kelly Drive - SR 74 East to Flat Creek Bridge
Kensington Drive
Paschall Road - CSX RR Tracks to Dividend Drive
Pinnacle Court
Preserve Parkway
Rolling Green
Ruskin Road
TDK Boulevard - SR 74 to RR Bridge
Woodland Drive
Boxwood Court
Briarwood Court
Cedar Drive
Chadwick Drive
Chardonay Courts
Crescent Oak
Fortress Drive
Grecken Green
Hickory Drive
Hilltop Drive (East)
Hip Pocket Road
Longwood Lane
Oakdale Avenue
Postwood Turn
Redwine Road
Sautern Way

Springridge Court
 Summer Place
 White Oak Trail
 Bluegill Trace
 Bluegrass Trace
 Braelinn Courts
 Brookwood Drive
 Charter Oak Court
 Commerce Court
 D-Bob
 Falcon Drive
 Fen Way
 Glendale Drive
 Haven Ridge
 Heritage Way
 Ironwood Way
 Kenton Place
 Korinna Court
 Lanyard Loop
 Mattan Point
 Rock Mull
 Saybrook Court
 Hwy 54 - Gateway Cartpath Bridge - Construct multi-use bridge
 over SR 54 West of MacDuff Parkway
 SR 75 - North Multi-Use Bridge - Construct path system bridge
 over SR 74
 SR 54 - East Multi-Use Bridge - Replace cart path bridge over
 Lake Peachtree with wider section
 SR 54 - East Multi-Use Bridge - Construct cart path bridge over
 SR 54 in Walt Banks area
 TDK @ Dividend Drive - Add right turn lanes
 Peachtree Pkwy at Walt Banks - Construct Roundabout
 Upgrade RR Crossing Signals - Purchase private crossings,
 upgrade existing ones to quiet zone standard
 SR 54 at Stevens Entry - Turn lanes and signal
 SR 74 at Wisdom Road - Traffic signal with minor lane
 improvements
 Crosstown Drive at Robinson Road - Construct Roundabout
 SR 74 at Cooper Circle South - Turn lanes and signal
 Peachtree Parkway at Braelinn Road - Turn lanes
 Redwine at Robinson improvements - Turn lanes and signal
 Rockaway Road Realignment - Realign road to intersect with
 Holly Grove Road
 Peachtree Parkway N - Intersection Improvements - Construct left
 turn lanes (Loring, Tinsley Mill)

MacDuff Parkway Improvements - Phase I - 2 to 4 lanes, first 3/4 mile to Community Collector standards

Park Place Drive Extension - New access road north of Wisdom Road

SR 74 South Frontage Road - Construct 1,500 LF frontage road from future median cuts at Gilroy's South to Avery-Dennison

Street Resurfacing - Locations to be determined by roadway condition assessment

MacDuff Pkwy Landscaping - Landscape first 3,500 LF of roadway

Market Place/Westpark Multi-Use Tunnel - Construct tunnel from Westpark area under SR 74 to Marketplace Development

Paschall Road/Hwy 74 Multi-Use Tunnel - Construct tunnel under SR 74 north of Paschall Road

Upgrade Cart Path System - Widen & resurface key paths to 12 feet

Fayette County, Georgia
Projected Distribution of Special Purpose Local Option Sales Tax by Geographic Area
April 1, 2005 through March 31, 2010
Attachment A

Projected 5 Year SPLOST Proceeds:						
Geographic Area	County Transportation Plan (1) 70%	Population Share	Total Local Allocation (2) 30%		Total SPLOST	
Brooks		0.61%	\$ 212,019		\$	212,019
Fayetteville		12.22%	\$ 4,247,327		\$	4,247,327
Fayette County - Unincorporated		48.28%	\$ 16,780,767		\$	16,780,767
Peachtree City		34.60%	\$ 12,025,984		\$	12,025,984
Tyrone		4.29%	\$ 1,491,083		\$	1,491,083
Countywide	\$ 81,100,087				\$	81,100,087
Total	\$ 81,100,087	100.00%	\$ 34,757,180		\$	115,857,267

Notes:
Sales taxes are projected to grow at a rate of 8.99% per year.
The allocation will be based on population of the 2000 census.
 Funds will be utilized to implement the Fayette County Master Transportation Plan
 Funds will be utilized for local road improvements projects including resurfacing,
 intersection improvements, safety projects, greenways and sidewalks

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *[Signature]*
Developmental Services Director *[Signature]*
Finance Director *P.S.*
Purchasing Agent *[Signature]*

FROM: City Engineer *[Signature]*

DATE: August 8, 2005

SUBJECT: Private Sewer Extension at 112 Pebblestump Point
August 18th City Council Meeting

Recommendation:

To have City Council authorize the Mayor to sign the attached sewer maintenance agreement.

Discussion:

The situation with this lot is that the septic tank has failed and the only feasible alternative is to connect to the Water and Sewerage Authority's (WASA) system. After discussions with the homeowner and WASA, the only viable path of connection is along the City's right-of-way.

Therefore, City staff came up with the attached maintenance agreement. The agreement spells out that the homeowner is responsible for the maintenance, and incurs all the liability for the private system.

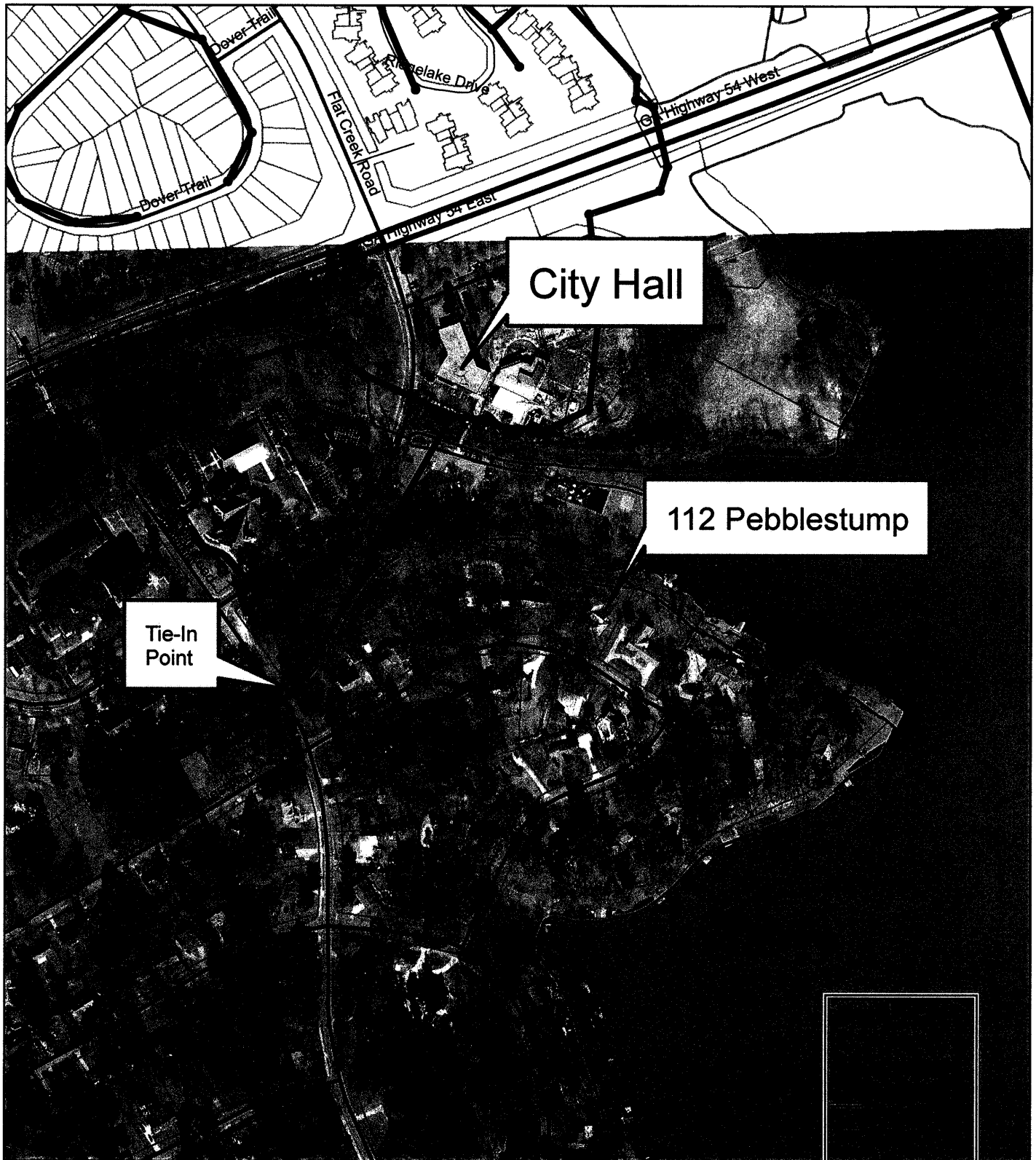
Budget Impact:

There are no budget impacts for this item.

Attachments

cc: City Engineers File
Jennis Rice (w/copy of approved memo for PO)
Gloria Reed (w/archival cover sheet)

112 Pebblestump Point



- Public_Scenic
- State Route
- City Boundary
- Streams
- Parcel Boundaries

STATE OF GEORGIA
COUNTY OF FAYETTE

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

Peachtree City Private Sewer Maintenance Agreement

THIS AGREEMENT, made and entered into this 5 day of August, 2005, by and between
(Insert Full Name of Owner) Mary Dolores Morgan hereinafter called
the "Landowner", and the City of Peachtree City, hereinafter called the City, WITNESSETH, that
WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel
Identification Number) 07-32-01-008 01 as recorded by deed in the land
records of the City of Peachtree City, Georgia, Deed Book 1395 Page 415, hereinafter
called the "Property"

WHEREAS, the Landowner is proceeding to construct a private sewer in the City's right-of-way; and
WHEREAS, the Site Plan known as Lift Station Design 112 Pebblestump point, (Name
of Plan/Development) and dated June 15, 2005, hereinafter called the "Plan", which is
expressly made a part hereof, as approved or to be approved by the City, provides for the location of the
private sewer line(s), and

WHEREAS, the City requires that the private sewer line(s) as shown on the Plan be
constructed and adequately maintained by the Landowner, its successors and assigns, including any
homeowners association.

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

- 1 The private sewer line(s) shall be constructed by the Landowner, its
successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall
adequately maintain the private sewer line(s). This includes all pipes, connections, lift stations,
manholes and any other conveyances built to convey the sewage to the sewer system that is owned
and maintained by the City of Peachtree City Water and Seweage Authority
Adequate maintenance is herein defined as good working condition so that these facilities are
performing their design functions and no sewage is spilling out of the line(s) or other

appurtenances.

3. The Landowner, its successors and assigns, shall inspect the sewer line(s) and all appurtenances and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the sanitary sewer line(s) is outlined on the approved plans, the schedule will be followed. Should the Landowner receive written notice from the City of work that is needed to keep the facilities in good working order, and should such Landowner either fail to commence such work within ten (10) day of the receipt of such written notice, or should such Landowner fail to complete such work within forty-five (45) days of the receipt of such written notice, the City shall be authorized to perform such work as is needed to keep the facilities in good working order and charge the cost of such work to the Landowner. The Landowner agrees that the cost of any such work performed by the City shall constitute an improvement to the Landowner's Property, the street address of which is 112 Pebblestone Point, Peachtree City, Fayette County, Georgia 30269, and that the City may file a lien pursuant to Title 44 of the Official Code of Georgia Annotated in an amount equal to the costs associated with the work performed by the City and all costs incurred by the City regarding the collection of such amount from the Landowner, including but not limited to attorneys' fees and filing fees. In addition, the Landowner agrees that any amount owed to the City shall accrue interest at the rate of twelve percent (12%) per annum, such interest to begin accruing on the 31st day after the completion of such work by the City.

7. In the event the City, authorized agent, separate utility or individual performs work of any nature in the right-of-way causing damage to the private sanitary sewer lines, the City, authorized agent, separate utility or individual will in no way be responsible for the repair. The Landowner, its successors and assigns assumes all responsibility for the repair and liability for any sewage spills caused herein.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the private sanitary sewer line(s) fail to operate properly. This indemnification shall include, but is not limited to, any claims by third parties relating to injuries sustained as a result of the line(s) failing to operate properly, or any fines imposed upon the City or the Water and Sewer Authority of Peachtree City as a result of such line(s) failing to operate properly.

9. This Agreement shall be recorded among the land records of City of Peachtree City, Georgia,

and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner's association.

WITNESS the following signatures and seals.

Dolores Morgan
Owner/Company/Corporation/Partnership Name (Seal)
By: Mary Dolores Morgan
(Type Name and Title)

Antia Glenn

Witness

The foregoing Agreement was acknowledged before me this 5 day of Aug., 2005 by

Kathy Gray
NOTARY PUBLIC
My Commission Expires. _____
COUNTY OF Fayette, GEORGIA
FAYETTE COUNTY, GEORGIA
MY COMMISSION EXPIRES
SEPTEMBER 7, 2007

Mayor of Peachtree City

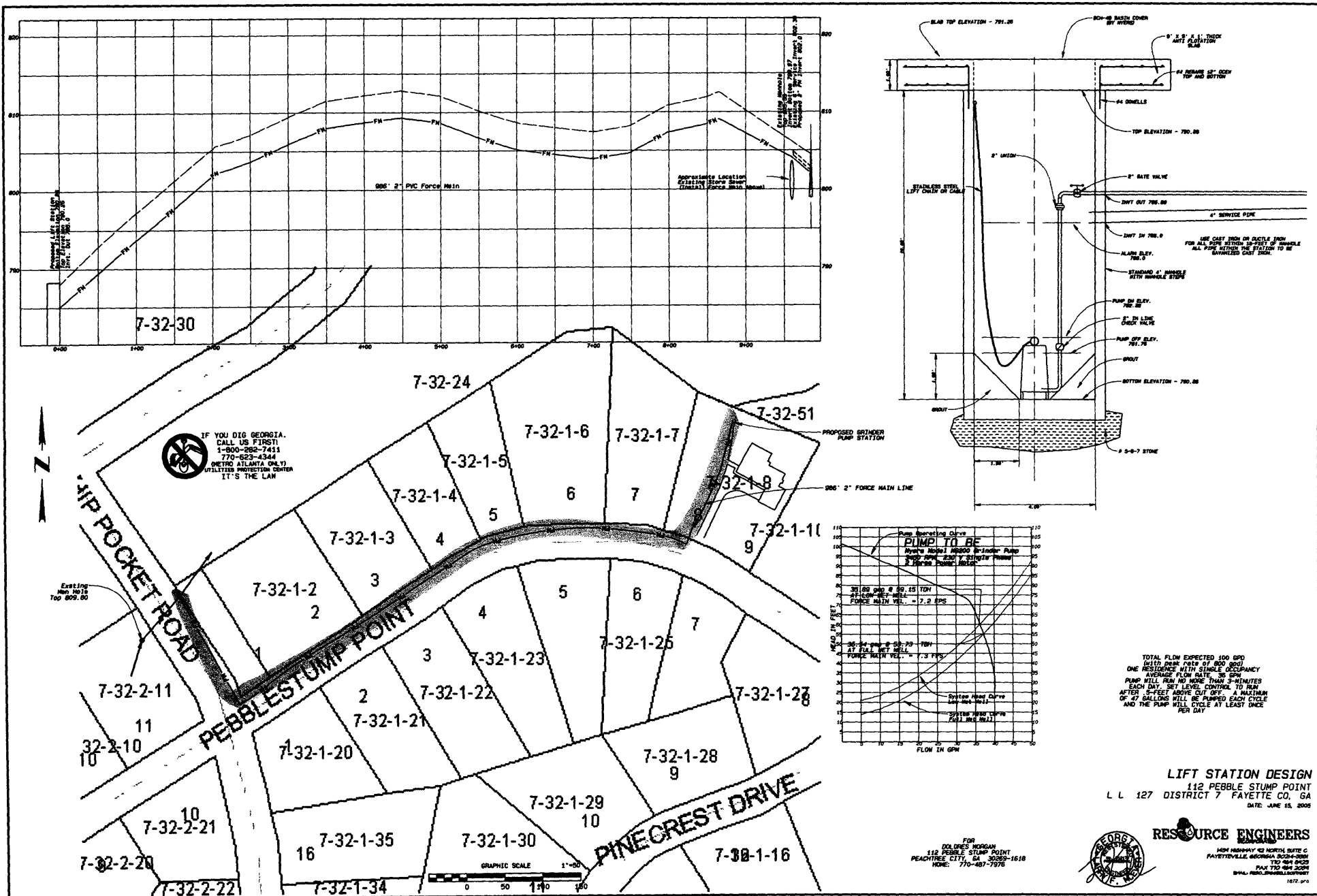
Witness

The foregoing Agreement was acknowledged before me this ____ day of _____, 20__, by

NOTARY PUBLIC
My Commission Expires. _____
COUNTY OF _____, GEORGIA

Approved as to Form:

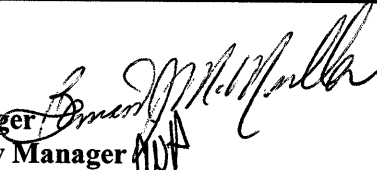
City Attorney Date



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Mr. Bernard McMullen, City Manager 
Mr. Colin Halterman, Assistant City Manager 
Stony Lohr, Fire Chief 

FROM: John Dailey, Fire Marshal 

DATE: August 4, 2005

SUBJECT: Burn Permits for New Development, (Commercial and Residential),
City Ordinance, Section 38-38 (M)
August 18, 2005, City Council Meeting

Recommendation:

Staff recommends that Council adopt the attached ordinance, prohibiting large burns in Peachtree City for the development of commercial properties and new subdivisions.

Discussion:

In the last four years only six of these permits have been issued. The most recent permit was for the new Kedron, Phase 2 site. This type of burn is now performed by contractors using large commercial blower manifolds, directed into large pits thereby causing fires to burn hotter and faster and theoretically causing less debris and emissions leaving the site.

Due to the growth of the city and the close geographical relationships to neighborhoods and subdivisions this type of burn caused many problems. Over a period of approximately 2-3 weeks we received numerous complaints from nearby homeowners reporting debris and ash settling on their patios, cars, and homes. During this time fire department personnel including myself spent approximately 8-10 hours following up on these complaints before finally shutting down the burn site and revoking the permit.

If these burn permits are eliminated then we will need to amend Sections 38-38 (m) and Section 42-45 (c) of the Peachtree City Code of Ordinances.

Budget Impact:

Based on the last twelve months, there would be an estimated revenue loss of \$100 00. Indirect impact would result in fewer staff man-hours spent answering citizen complaints and inspecting and monitoring burn sites.

AN ORDINANCE TO AMEND ARTICLE II, SECTION 38 FIRE PROTECTION AND PREVENTION, AND ARTICLE II, SECTION 42 HEALTH AND SANITATION, OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, TO PROVIDE REGULATIONS FOR OUTDOOR BURNING WITHIN THE CITY AND TO AMEND THE FEE SCHEDULE FOR OBTAINING PERMITS FOR OUTDOOR BURNING; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City currently has regulations governing outdoor burning of debris within the City; and

WHEREAS, the City has received complaints from citizens regarding debris from outdoor burning and the impact of such debris on buildings, vehicles, and property within the City; and

WHEREAS, current city regulations applicable to outdoor burning also cause safety concerns when burn pits are left unattended; and

WHEREAS, the City Council desires to alleviate the environmental and safety issues that arise with respect to burn pits, and the outdoor burning of large quantities of debris within the City.

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

Section 1. That Section 38-38 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by deleting subsection (m) of said Section 38-38 in its entirety and inserting in lieu thereof a new subsection (m) of Section 38-38 to read and to be codified as follows:

Section 38-38. Fee Schedule

~~(m) Burn permits for new development (commercial or residential) \$100.00 for each permitted site. Material to be burned at each site is limited to material that originates from that same site. Permit / Fee to be good for up to 30 days (on the same site). Small residential yard debris fires, when authorized, remain at no charge.~~

(m) Burn permits for new development (commercial or residential) burning of trees, stumps, heavy brush on sites for new development is not allowed. Small residential yard debris fires, when authorized, remain at no charge, (see Ord. Section 42-45 (C))

Section 2. That Section 42-45 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by deleting subsection (c) of said Section 42-45 in its entirety and inserting in lieu thereof a new subsection (c) of Section 42-45 to read and to be codified as follows:

Section 42-45 Burning or burying.

~~(e) *Brush in large quantities* The burning of brush in amounts exceeding 75 cubic feet is prohibited within the city unless authorization has been granted by the fire chief or the fire marshal. Outdoor burning involving land development such as large sites, new developments and subdivisions must be permitted in person through the fire marshal's office. Applications for this permit can be picked up from 8:00 a.m. through 5:00 p.m., Monday through Friday, (except holidays), at the fire department headquarters at 105 Peachtree Parkway, North. These types of permits require inspection of the site, the burn pit, the air curtain and fire prevention procedures, and may take up to five working days from the time that the application is received.~~

(c) *Brush in large quantities* The burning of brush in large quantities, (greater than 75 cubic feet), is not permitted, except for those special circumstances or occasions as noted in paragraph (d) in this section.

(Note to Council and not to be codified): Section (d) reads as follows: *Special events* For special occasions where outdoor cooking takes place in a manner other than the utilization of an approved grill such as social functions which include campfires for cooking, luau, or any other similar type of cooking activity, and for bonfires, campfires and similar activities, the person in charge of the activity must obtain authorization through the office of the fire marshal.) All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety.

Done, Ratified and Passed this ____ day of _____ 2005

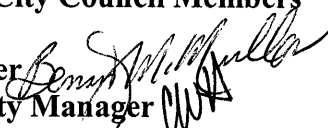
Mayor

Attest. _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Public Services Director 

DATE: August 11, 2005

SUBJECT: Kudzu Removal/Eradication Update (Council/Staff Topics)
August 18, 2005 City Council Meeting

Based on the information and materials that staff has been able to gather up to this point, it appears the City has several options for proceeding with kudzu removal

The City's current method of spraying herbicides, followed by cutting and clearing kudzu vines, produced a cost of **\$16,750 per acre/per year**, (\$15,850 for labor and equipment, \$900 for chemicals), based on the results of a 1/8-acre pilot project at the Tennis Center. This figure is probably high, and would probably yield to economies of scale in a larger effort.

Staff has looked at contract grazing, using goats and/or sheep, and has had a prominent purveyor of this technology assess our situation and estimate some prospective costs. Based on a minimum 100-acre project with 5-year contract (industry standard), City could expect to pay about \$250,000 per year for this service. The contractor would be responsible for every tangible aspect of the operation (animals, fencing/security, personnel, medical care, water, emergencies, transportation). This would yield a cost of about **\$2,500 per acre/per year**.

Rather than making large commitments to these extensive efforts at this time, however, staff suggests as an alternative, a pilot project using contract grazing on a very limited 1.5 to 2-acre total area, for a one-year cycle (three separate grazings at three points in the kudzu growth pattern between March and October). The targeted areas would include 1) the right-of-way on the north side of State Route 54 adjacent to McDonald's, 2) the entrance to the Kedron Field House complex, and 3) the area around the detention pond off Kedron Drive. We would seek a local service provider to supply all required services, liability insurance, transportation, and coverage for all contingencies.

This alternative would require the City to do some precise mapping and measurement prior to bid advertisement, and to seek GDOT permission for use of the right-of-way. We may also need to secure certain permits and make changes to some local ordinances.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Developmental Services Director 

VIA: City Manager 

DATE: August 12, 2005

SUBJECT: MacDuff Parkway analysis findings
August 18, 2005 Council Agenda

Recommendation:

MacDuff Parkway analysis indicates that two lanes only are needed.

Discussion:

The City's Engineering Consultants, Qk4, will provide a Power Point Presentation of the findings, assumptions and conclusions as the result of their detailed analysis of the alternatives for MacDuff Parkway.

Budget Impacts:

There are no budget impacts associated with this presentation.



EXECUTIVE SUMMARY

Principal Findings

- Three different scenarios: 2007, 2010, and 2015 were evaluated. As part of each scenario, the "No-Build" and one or both of two different construction alternatives were considered.
- Future traffic has been projected for each scenario, assuming compounded annual traffic growth plus future land uses which include the full build-out of the Centennial subdivision, a new elementary school, and a proposed 360 home single-family development north of the city limits.
- The construction of the MacDuff Parkway Extension would lower the intersection delay at SR 54 @ SR 74, by providing an alternate route for some traffic using that busy intersection. Its construction would delay the onset of level of service "F" at that intersection, but not prevent it from happening by 2015. Additional improvements to either or both SR 54 and SR 74 such as grade separation or increased through lane capacity would be needed for further improvement at SR 54 @ SR 74, both of which are beyond the scope of this study.

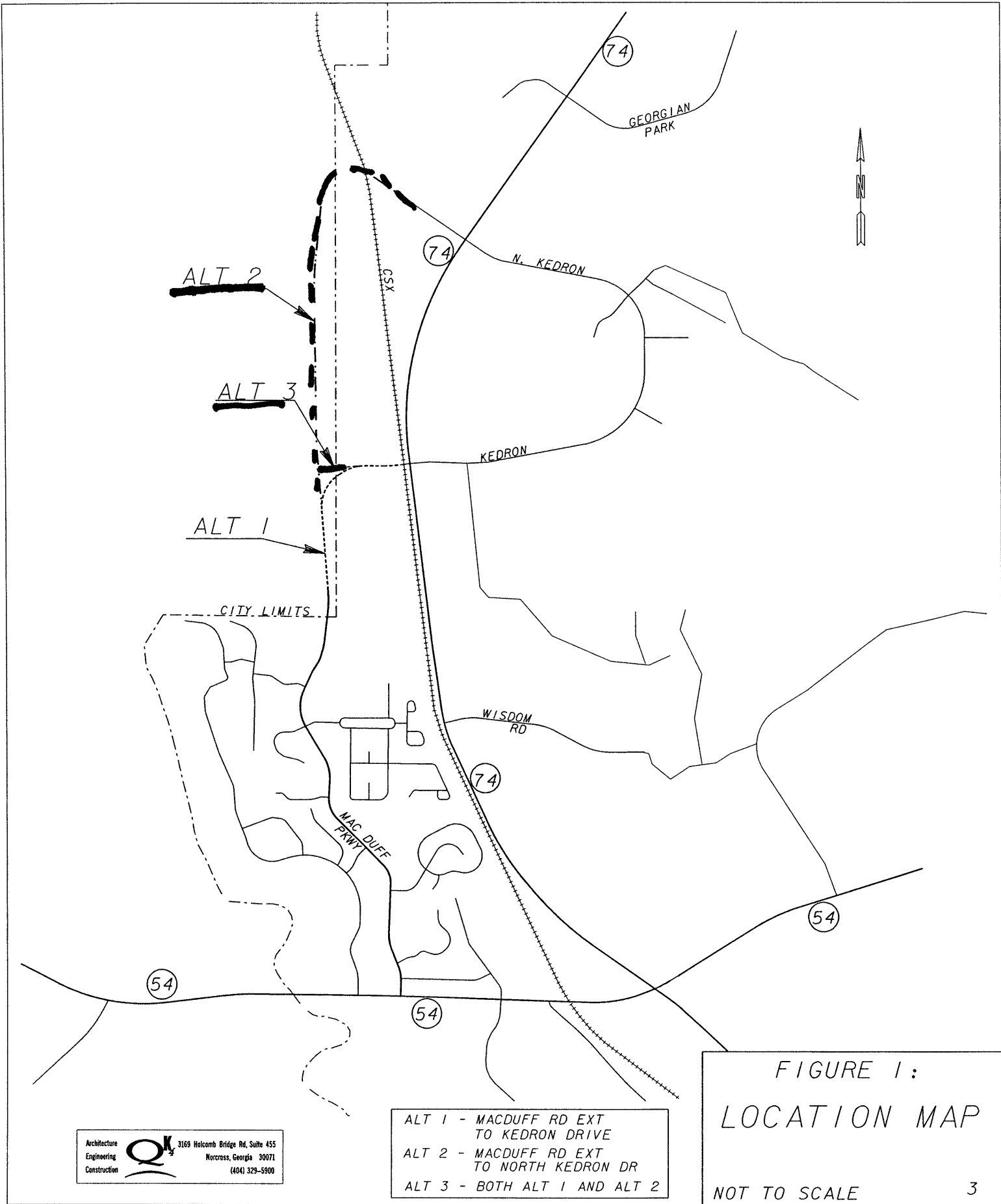
Recommended Roadway Improvements

2007 and 2010 Scenarios

1. If money is available, secure right-of-way for extension of MacDuff Parkway north to the existing stub of North Kedron Drive east of SR 74. Construct roadway as soon as right-of-way and funding are secured. Construct grade separation over CSX roadway as part of this project. At the same time, secure right-of-way for later construction of connection between MacDuff Parkway Extension and SR 75 @ Kedron Drive.
2. If funding is not available to construct the MacDuff Road Extension as described above, construct the MacDuff Parkway Extension to SR 74 @ Kedron Drive. The crossing over the CSX Railroad would have to be at-grade, due to proximity to SR 74. Signalize SR 74 @ Kedron Drive.
3. Construct the MacDuff Parkway Extension as a two-lane facility with left-turn lanes provided at all intersections. Provide sufficient right-of-way width so that the MacDuff Parkway Extension could be widened to a four-lane facility with raised median, if the actual future traffic exceeds this study's predictions.

2015 Scenario

1. Construct the second MacDuff Extension connection to SR 74. Signalize SR 74 @ Kedron Drive if not done already.
2. Add southbound and eastbound dual left-turn lanes at SR 74 @ North Kedron Drive. Add eastbound through lane along North Kedron Drive leaving intersection to accommodate the dual left-turn lanes.
3. Add eastbound dual left-turn lanes at SR 54 @ MacDuff Parkway. Add northbound through lane along MacDuff Parkway leaving intersection to accommodate the dual left-turn lanes.



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: August 17, 2005
SUBJECT: DISCUSS PUBLIC SAFETY CONTINGENCY FUND
August 18, 2005, City Council Agenda

Discussion: Council Member Rapson requested that an item be placed on the August 18, 2005, City Council meeting agenda to discuss establishment of Public Safety Contingency funds in the 2006 budget. These funds would be used to implement approved recommendations of the committee currently evaluating staffing and other issues associated with Public Safety

BJM:gr