

City Council of Peachtree City

Agenda

August 16, 2001

7:00 p.m.

- I. Pledge of Allegiance
- II. Announcements, Awards, Special Recognition

Proclamation – Boys State Champions/Gatorade Tournament – *copy*

Proclamation – Girls Lazer Soccer Team – *copy*

Recognition of Coweta/Fayette EMC as Platinum Sponsor for
All Children's Playground

Present July Employee of the Month award to Nancy Jurchenko

III. Minutes

July 19 Budget Workshop – *AM-motion, Fritz - 2nd passes*
August 2 Workshop with Wynnmeade Homeowners Association – *AM-motion, Fritz - 2nd*
August 2 City Council meeting – *AM-motion - Fritz, 2nd, passed*

IV. Consent Agenda

- 1. Holly Grove Cart Path Tunnel –
- 2. Consider Alcohol License Representative Change – Don Pablos
- 3. Consider Ordinance Amendment – Occupational Tax Rate

*AM-motion
Fritz - second
- approved*

V. Old Agenda Items

01-01-10 - Adoption of Charter Revisions and Administrative Ordinances – *continued*
06-01-12 - Discussion of City Attorney Costs

VI. New Agenda Items

08-01-03 - Public Hearing - Variance – 647 North Fairfield *Rapson - moved
Annie - 2nd -*
08-01-04 - Public Hearing - Annexation and Zoning Request/Multi-Family
Moratorium – Wieland property, MacDuff Parkway – *continued*
08-01-05 - Bond Referendum Presentation/Consider Adoption of Bond
Resolution – *Rapson - moved to approve bond Resolution*
08-01-06 - Public Hearing – FY 2002 Budget

*AM - 2nd -
approved*

VII. Council/Staff Topics

VIII. Executive Session

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

City Council of Peachtree City
BUDGET WORKSHOP
Minutes of Meeting
July 19, 2001
6:00 p.m.

The City Council of Peachtree City met in a workshop session Thursday, July 19, 2001, in the Floy Farr Room of the Peachtree City Library. Mayor Bob Lenox called the meeting to order at 6:00 p.m. Councilmembers present were: Carol Fritz, Annie McMenamin, and Steve Rapson. Staff members present were: City Manager Jim Basinger, Finance Director Paul Salvatore, Administrative Services Director/City Clerk Jane Miller, Developmental Services Director Jim Williams, City Engineer Troy Besseche, Police Chief Jim Murray, Fire Chief Stony Lohr, Public Works Director Colin Halterman, and Recreation Administrator Sherry McHugh.

Basinger addressed Council and said the Proposed FY 2002 Budget totaled \$29.7 million, including a base budget of \$23.5 million (a carry-over of \$3.8 million), and an ending cash fund of \$2.3 million. The base budget of \$23,514,150 represented an increase of \$1,151,312 over FY2001 projections. The majority of the increase was due to departmental operating expenses, as well as in debt service. The proposed departmental operating budget totaled \$14,360,378, a 6.73% increase over last year's departmental budgets. This also included the \$100,000 seed money needed for the public safety early retirement program Council asked to be included in the budget. Originally, the increase in the operating budget was 5.99%, but \$100,000 took it to 6.73%. The total amount of the departmental budget increase was \$905,513.

The debt service totaled almost \$1.6 million for this year, an increase of just over \$500,000 over the FY 2001 budget, Basinger told Council. Basinger attributed the increase to more extensive use of the GMA Bricks & Mortar program and the Master Lease Agreement to finance new facilities and capital equipment. Basinger reminded Council they talked about not paying cash for everything during the Retreat. This plan would spread the cost of facilities over the life of the facilities and let future residents who would use the facilities help pay for them. Basinger pointed out the amount did not include any bond projects.

The Bricks & Mortar program would fund much of the Public Improvement Program (PIP), Basinger said. The PIP totaled \$3.8 million. The major projects were Drake Field; a tower truck (which had already been ordered and cost \$600,000 alone), and the smoke & burn training facility. Basinger noted that the FY 2002 PIP list included project costs, debt service amount, and an equivalent millage rate.

Basinger focused on revenues next. The projected FY 2002 revenues totaled \$18.4 million compared to 2001 revenues of \$16.3 million, which represented a 6.1 % increase over this year's projections plus an additional .91 mill increase proposed in the ad valorem tax. The total revenue increase was 13.09%, including the 6.1% normal increase plus the proposed millage increase. The total amount of these two increases was \$2,137,402.

Basinger revisited the FY 2001 budget and the actions that contributed to the proposed increase in

the millage rate. Last year, \$1.4 million was used from cash reserves to balance the budget. These funds went to the employee pay plan and 12.5 new positions. Rolling back the millage from 4.06 to 3.84 compounded it. Basinger said cash reserves had reached the point that it wouldn't be good for business if the reserves got any lower, and that was the reason they were trying to come up with a program that would address cash reserves on a more permanent basis. Staff had developed several options for Council consideration, he continued. Lenox, Rapson, Salvatore, and Basinger met and discussed the options, he added. Staff recommended the first option, an increase of .91 mills from 3.84 mills to 4.75. He discussed the Millage Impact Analysis Chart for the FY 2002 budget, which showed the major factors that impacted the millage rate and the mills required for each of the items. The actual millage rate required to fund the items was 5.15, but staff spread the millage increase out over a three-year period – 2002, 2003, and 2004. Staff felt there was enough revenue from other sources to make up the differential. The annual cost of the rate increase for a \$200,000 home was \$72.80 annually, or \$6.07 a month. A detailed five-year projection was prepared based on the 4.75 millage rate, including the increases for 2003 and 2004.

Salvatore went over the five-year projection chart. He explained the increases on the chart from year to year were based on a 4.5% or 5% normal increase in revenues. Department budgets were based on an average 6% increase per year, except in years when a new facility came online, such as the Westside fire station in 2004, which would be a 7% increase. The increase in the total budget each year was about \$1.1 million or 5.15%. Salvatore explained the difference in the cash reserve balance from the Retreat until now. Cash reserves started at \$2.8 million, and then \$1.4 million was used to balance the budget, which brought it down to about \$1.4 million. However, Salvatore continued, \$700,000 was appropriated for the Council Contingency reserve, and a carryover of about \$580,000 was expected. Salvatore emphasized the \$2 million total carryover would be there only if Council did not spend it in the next two and a half months. He then explained how the proposed millage increases would help meet the unreserved cash targets. He said the millage increase was a 23.7% increase. However, to put it in perspective, the 3.84 millage rate was the lowest over the last 20 years, so the 23% of a very low number actually equated to a .91 mill increase – about \$6 a month for a \$200,000 home. The nominal increases proposed in 2003 and 2004 might not be needed, depending on the results of operations in the next year or two, Salvatore said.

Basinger referred Council to page 11 of the Budget Workshop handout, which was a survey of the millage rates in Metro Atlanta area cities. The average of all the cities was 5.77 mills. The millage rates ranged from just 0.91 mills to 12 mills. Lenox pointed out that all the counties, except for Fayette, had a 6% or 7% sales tax rate compared to Fayette's 5%. Basinger noted on the 20-year Millage Rate History Chart, the 2001 millage rate was the lowest. On the 10-year Future Millage Projection Chart, Basinger noted that after 2004, the millage rate line became flat and started downward in the later years. The millage increase was designed to correct the cash reserve issue, Basinger continued. Several other options were developed based on the same revenue and expense projections used for the 4.75 rate. He pointed out a summary chart that compared the various options and the impact on cash reserve funds.

Salvatore went over the Millage Rate Alternatives Chart and said that all the options ended up with the same amount of Cash Reserve in 2006 – \$3.6 million. He pointed out that the alternative millage rate of 4.06 in 2002 left the Unreserved Cash balance with \$600,000 less. To catch up, a 39%

increase would be needed in 2003 and a higher millage rate would be required in later years to continue playing catch-up. The other options all required a larger increase than the proposed 4.75 mills at some point in the future. One of the reasons the 4.75 rate was proposed over the others was that it spread the needed increases out more evenly over the years and the reserve target was met by FY 2004. Bond rating agencies also liked to see increases spread out more as well, and it would help maintain a good AA bond rating, Salvatore continued.

Rapson said he had some recommendations he would like to propose. Lenox commented that none of Staff's presentation was a surprise, saying the only bad decision made in the last 20 years relative to the millage rate had been the decision to reduce it to 3.84 last year. Lenox said part of the decision to reduce the millage rate was political and based on the changes at the state level in the process, so Council cut the millage rate and now had to pay for it. For the last two years, about 350 fewer new houses have been built per year than for the last 20 years. The city garnered about \$900,000 worth of revenue from those 350 houses, and the city was short about a million dollars this year, Lenox said. The city had used the revenue from growth over the last 20 years to develop infrastructure and services, and the city had almost reached the point where it would not grow anymore. The citizens had to accept the fact that it was a choice, and they would have to pay a little more to maintain what's been built and to finish it, he said. A lot of what the city did had a fixed cost, and Council had to decide how to pay for it and keep the service levels where they needed to be, he added.

Rapson said he approached the budget the same way he would if he started spending more money than he made. The first thing he did was to evaluate what he did personally. The last resort would be to get a new job. As a city councilmember, Rapson felt the last resort would be to increase the property taxes. The first thing to do was review and evaluate revenue strength. The second thing was to realign expenditure budgets to actual. The third thing was to recognize that there were no sacred cows, and that pretty much everything funded was at risk. The fourth thing was to evaluate and reduce the capital plan if appropriate. He suggested evaluating debt financing options and looking at refinancing or at leasing versus purchase. The sixth thing was to eliminate programming or staffing, and the very last thing was to increase property taxes. Rapson said he felt the city was not at that last step. He looked at what made up the budget and noted that \$8.5 million was salaries and those hired last year increased salaries by 5.7%. A recurring expenditure was overlaid and it got bigger every year because of merit and COLA increases. The retirement plan was funded adequately. Rapson said employees were compensated adequately and that the pay plan was a good thing to do, but had costs associated with it. Actions made last year added another \$1.25 million. Every item was a recurring expenditure, he explained. Buying a capital facility that did not need anybody in it would not cripple a municipality, while building an art center, senior center, giving big pay increases, or rolling back millage were all things of a recurring nature. It took a lot longer to get over the impact of a recurring expenditure that grew every year, he said.

Rapson looked at the 2001 budget and adjustments. He said he had trouble reconciling the actual budget numbers. The 2001 budget was \$12.8 million, there were adjustments such as an error with a Police Department grant, PIP projects were realigned, and the pay plan approved for \$493,000 actually cost \$733,000. Rapson said Salvatore and Basinger compared the restated 2001 budget of \$13.4 million to this budget, which resulted in the 6.7% increase. In reality, it was an 11.4% increase when compared to the budget that was adopted. Basinger noted that Council made changes to the

budget after it was approved and that it was not really accurate to compare it to what was originally approved. Changes and amendments had to be included, he said. Rapson said he included the pay plan, but not the benefit portion. He said it was an 11.4% increase. He added that was why Salvatore's forecast didn't look like a 6% increase. Salvatore said those things would be funded from savings in the budget.

Rapson continued with his forecast and said his numbers were the same as Salvatore's (the only difference was the millage rate calculations and adjustments reflected in Schedules 1-4). He analyzed the actual revenue budgets for the last three years and looked for increases. He found four categories where adjustments were made three months ago when fees were increased for occupational licenses, building permits, and recreational program fees. Rapson said his forecast numbers were realistic. He said the first step should be a review and evaluation of the revenue stream. There were a lot of big revenue categories that could be tweaked, but he said realistically the revenue projections were fairly legitimate. Basinger asked the basis for Rapson's figures on the building permits revision. Rapson said an extra \$20,000 would be generated over what was projected. Rapson said he looked at the building permit figures from 1997, 1998, and 1999 and averaged them to a 4% ~~to 21%~~ increase. Basinger asked Rapson if he knew what the increases were due to the last few years. Rapson replied that he knew the big 21% increase in permits in 2000 was due to multi-family housing. Basinger said the apartments would be finished this year and there would be a decrease in building permits next year. Rapson said he felt 4% was a reasonable increase. Basinger said most businesses were conservative in their revenue projections and more liberal in their expenditure projections. Rapson said he looked at a \$23 million revenue projection and added only \$100,000 to it, less than .5%. He looked at the operating budgets and evaluated actual expenditures year-to-date as of last week. He said he thought there was \$100,000 in them and that he could probably double that. He said if an item was budgeted \$20,000 last year and budgeted at \$22,000 this year, it looked like a reasonable increase until the actual figures were reviewed, showing that only \$6,000 was spent through the end of last week, and analysis showed it to be closer to \$12,000, and yet \$227,000 was budgeted. Rapson said the whole budget needed to be shifted scaled-back down to what the actual expenditures were. On the flip side, he said there probably wasn't enough money budgeted in vehicle maintenance.

Rapson said the actual FY 2002 budget needed to be massaged back down to actual. To see this, he said to take June YTD and annualize it and compare it to the 2002 budget and there would be some hefty variances, about enough to verify -\$100,000. He said you could take the Council Contingency, which was funded at \$400,000, in addition to the \$300,000 cash carryover, and reduce it by \$200,000.

Salvatore said care should be taken in doing that. He said his department had special services that did not hit until August, and other situations where 90% of the budget was used during certain times of the year.

Rapson said if millage rates needed to be raised drastically, he proposed the first thing to go would be the additional staff discussed at Retreat. He clarified it by saying that it was not that EMTs and maintenance personnel weren't needed, but to be financially prudent the City shouldn't overlay recurring expenses on top of what was already there. He looked at the history of vacancies in the

Police Department for the last year, noting there had been at least four vacancies the whole time due to turnover. He said a lot of the big counties funded salaries based on a vacancy rate and budget salaries at a 95% rate because every year there was an 8% or 9% vacancy rate. That money was redirected to other programming. If that money were pulled out of the operating budget in 2002, the operating budget would be reduced by the 6.05%.

Rapson said the PIP was more drastic, pointing out that everything shaded on his chart (Schedule 3) was a reduction to the 2002 PIP Plan. Everything in bold was a reduction to the GMA plan, which included a debt component. As those items were pulled out, the debt service decreased. Rapson proposed going to the capital plan, making tough decisions, and removing projects because the city could not afford them. If all of his proposed changes were made and the millage rate wasn't increased, the City's fund balance would be 30% ~~richer~~ higher this time next year. Instead of having \$2 million in the bank, there would be \$2.7 million. The next City Council would have to make tough decisions about millage rate increases and would have to phase them in, ~~and this Council might have to make some changes to the millage.~~ Rapson said he wasn't convinced Council was there yet if, and at the end of the year, the fund balance could be improved by 30% versus increasing property taxes by 24%.

McMenamin said she understood making a compromise about police officers or any staffing. She asked Lohr about the proposed Westside fire station and said she wouldn't do anything that would impact the health and safety of the citizens. She understood the Westside fire station was being looked at for the annexation part, and asked Lohr to justify the need for a Westside fire station now.

Lohr said the City was still providing coverage for everything that was being developed – the WalMart, Home Depot, the apartments, Cedarcroft, and the 350 homes still on the board. Lohr said he would like to get the fire station up north, close to the AT&T television tower. It would also provide coverage for the proposed school and the area between Station 84 (Satterthwaite Station, near the water tower) and Station 81 (Leach Station) that was not adequately covered now. When ISO was here in 1998 the department received 56% credit for coverage on the existing land, not including anything that was additional on the west side.

Rapson said he had never met a fire chief worth his salt that had enough equipment, enough people, and enough fire stations. He pointed out that Lohr was held in high esteem in Fulton County because his response times for fire and EMS were under five minutes. Rapson said he also supported public safety.

McMenamin said she wasn't willing to put a citizen at risk for another minute and a half, if there were other things to cut and if the chief said he needed another station. Rapson said he proposed looking at the capital plan and scaling it back as much as possible. One of the big pluses when Council appointed him was that he had the financial expertise to do this. Rapson said he didn't think the City was to the point of needing a millage increase yet, but it could happen in 2003.

Salvatore pointed out that adjusting the budget for the vacancy rate would work once, but that annual savings from the vacancies had always been rolled over into the following year's budget. It had always been given back to the taxpayers, he said. Changing the budget would only be a one-time

thing.

Fritz said the need for the fire station on the Westside was not only due to the annexation. There was a gap in services, she said. She said she was willing to look at everything else, but she would not cut the fire station.

Rapson said just because it was public safety didn't mean it was taboo. Politically, he said it would be easier not to pick up that torch and run with it. The citizens expected Council to make those hard decisions, Rapson added.

McMenamin agreed and said Rapson was right in bringing up every issue he felt could be cut and be proactive in saving. Health and safety would be the last thing she would touch if she had assurances from the chief that he felt it was a need for safety.

Lenox said a philosophical question lay beneath the whole discussion. After 10 years, public safety had never been taboo, he said. Since he took office, the police chief and fire chief would have always liked to have more than they got, and he said they had done a marvelous job. They had delivered world-class service at really economical prices, Lenox said. He would rather pay 4.75 mills and maintain the level of services and quality of life found in Peachtree City, and that was basically what the increase was about. He said there were a lot of things in the budget they could give legitimate consideration to (e.g. eliminating the fire station). However, sooner or later, a fire station would be needed.

Rapson clarified that he wasn't saying a fire station shouldn't be built. He believed that wrapping it to the Brick & Mortar program, starting to pay debt service and building it when the PIP showed it wasn't needed until 2003 was premature.

Lenox said he was concerned they would cut things out that were essential for maintaining the quality level for citizens. If the millage rate were raised to 4.75, Lenox said that would hurt him badly as a property owner. While it represented a significant increase, the community was fortunate that one-third of the increase would be paid by the commercial and industrial tax base.

Rapson said the other problem he had was that if the 24% increase happened, the City would turn right around and overlay the bond referendum on it. There would be a millage rate increase associated with the bond, and Rapson felt Council should wait until the bond referendum came up and let the voters decide what tax increase they could live with this year.

Lenox said he moved and lived here because he thought it was a higher quality community than any place he had ever been. What amazed him was that the City had managed to stay 2 mills below the rest of the world and achieve all it had. The millage rate couldn't stay the same, he said.

Rapson said if the cuts were made, the rate could stay the same. It wouldn't be 3.84 forever, and his analysis showed that, he added.

The assumptions used in the budget process during the last 10 years had been very consistent, Lenox said. The City hadn't bounced around trying to justify anything it wanted to do. He said he was

leery of making significant changes in the assumptions because it enabled him to do something that he might politically want to do.

McMenamin said the citizens demanded a high level of services, whether it was trash pick-up along the roads or cart path improvements, and that a significant amount of money was spent on those services each year. Rapson said he didn't touch roads, or anything he called fundamental infrastructure items. Rapson said he had agonized over his recommendations and admitted they weren't smart politically. McMenamin said they were smart if it were a fluff fire station, and the chief couldn't justify it.

Basinger said the fire station was needed according to the chief. The department had tested the mileage, looked at maps, etc., and were planning on the station serving part of Kedron, where times needed to be improved. McMenamin said her first comment to Basinger was what could the City cut and what was the justification for the Westside fire station. To clarify, Salvatore stated that the Westside fire station would have no effect on the 2002 budget. Cutting it would not do anything for 2002, he said.

Basinger asked for direction from the Council collectively, and said staff would certainly go back to the drawing board.

Fritz agreed that the fire station was irrelevant for 2002 and that there were tough things to consider. She volunteered to take out \$10,000 for the Tree City program. The city would still qualify without the \$10,000, she said. She stated she wouldn't touch street or cart path resurfacing, but she would delay playgrounds and a planned park, as well as other items. Fritz also asked about the Drake Field land acquisition. She asked if there wasn't grant money for that. Basinger answered there was \$225,000 in grant money, but the city had to come up with the remainder.

McMenamin said she had also asked about the library expansion, which required matching funds, but would not happen this year or next year. Rapson said anything that could be delayed or pushed back should be. McMenamin said she asked staff to look at the facility build-out plan and to put some seed money for internal changes that might be more cosmetic than major. She also had questions about how important a telephone system was and if it could be delayed.

Rapson said taking the operating budget and realigning it back to actual would reap the most savings because those were perpetual savings, as opposed to capital savings. Fritz said she felt Council should still be careful with that.

There was a 6.7% increase budget to budget, Basinger said. Rapson said the savings would be in the comparison to actual.

There being no further business to discuss, the meeting adjourned at 7:00 p.m.

Jane S. Miller, City Clerk

Attest: Robert L. Lenox, Mayor

City Council of Peachtree City
WORKSHOP
Minutes of Meeting
August 2, 2001
6:30 p.m.

The City Council of Peachtree City met in a workshop session with the Wynnmeade Homeowners Association on Thursday, August 2, 2001, in the City Hall Council Chambers. Mayor Lenox called the meeting to order at 6:30 p.m. Other Councilmembers present were: Carol Fritz, Annie McMenamin and Steve Rapson. Dan Tennant was unable to attend.

Members of the Wynnmeade Homeowners Association who attended were Wayne Roberts, president; Marilyn Arnold, secretary; and Bobby Dennis, vice-president.

Roberts told the Council that the Homeowners Association had a meeting scheduled August 9. They planned to form an architectural committee and a welcoming committee at the meeting. He said he had already met with several councilmembers and that Fritz and Rapson had both visited the neighborhood. He added that Council shared their concerns.

Roberts said being president of the Homeowners Association had been a learning experience for him. He said the Homeowners Association was there to do the best it could do for their community and they were asking the City to help. He had met with the Fire Chief and had a meeting scheduled the following day with the Police Chief. He added he had also met with David Rast, Troy Besseche, and Jim Basinger.

Roberts addressed the issue of 4-way stops on Wynnmeade Parkway and said they were doing the job and were slowing down traffic. He said the water supply line to the neighborhood was a single source. Roberts continued that at the July 23 Planning Meeting, John Wieland and Marvin Isenburg were directed to continue the water line for their developments and make a loop. Roberts said that was an important safety decision for the subdivision. The Homeowners Association was also looking at landscaping the parkway and cleaning up the community. Roberts said the Homeowners Association wanted to work with their neighbors. He expressed appreciation to Tami Babb, Senior Code Enforcement Officer, for her efforts in their neighborhood and said they want to work with her in the areas they could in the future. Roberts passed out a copy of GA Code 44-5-60, which dealt with protective covenants. He commented that the law had changed three times in the last four years, and now appeared to be back in its original form. After sitting with a real estate lawyer and going over the subdivision plat, Roberts said Wynnmeade fell under Section (d)(1).

Arnold told the Council she had lived in Wynnmeade for 20 years, and had seen a lot of changes over the last two years – especially the noise and the traffic. She added that the main street in the subdivision had become a highway. The overall change was not just the traffic, she continued. Arnold said people didn't respect their community any more. She recalled a night when she called the police and almost put a "for sale" sign up in her yard. Corporal Gamboa responded to her call, Arnold said, and took the time to tell them not to give up hope and spoke to them with respect and encouragement. This Homeowners Association wanted to be different from the past, she continued.

Arnold said they wanted to encourage their community to become better. If the people felt something good, that would come, she said. Communication was the main thing and the welfare of the community was their top concern, Arnold stated. She said the Homeowners Association was willing and committed to get those things done and felt their goals would be met.

Arnold continued that the Homeowners Association wanted to change the negative image the neighborhood had gotten over the years. She said a large number of their residents painted their houses, kept up their yards, and sent their kids to college and they wanted to be part of Peachtree City. They wanted the Council to be a part of what they are striving for and to be a part of it. She felt like a door had been slammed in their faces, but she wanted to stay where she was. Wynnmeade would be the phoenix that rose from the dust, she said.

Dennis thanked Council for the forum. He said it wouldn't be a finger-pointing session, but the board wanted to point out areas where they needed help. He said they were concerned with the quality of life and safety in their community and the value of their homes. He said the help they needed from the City would start in the area of code enforcement, realizing there were some areas where the City's hands were tied. He said there might still be a way to address some of those issues. The first thing on their list was parking cars in the yard and on the grass. He noted that Code Enforcement had a hard time catching the people who violated the ordinance because it often happened at night. When cars were parked on the grass, sooner or later the grass died, which led to the second item on their list – erosion, he continued. Dennis said there wasn't an ordinance that addressed ground cover, but there was one that addressed erosion. That's what happened when the cars parked on the grass and the grass died, he said. The foundations of some homes could now be seen, as well as tree roots that had surfaced, because the soil had washed away, Dennis said. The fertilizers and fluids from cars that got on the ground because no grass was there ran off into Wynn's Pond. It also ran off into the drainage system and was polluting the pond. Dennis felt this was an issue that could be addressed and would help their property values. A lot of things come from improving property values and a lot happened when people took pride in their homes, he said.

Dennis stated that the Homeowners Association wanted to have a voter registration drive in the neighborhood. He said they had talked with the County Election Office in Fayetteville about what it took to put on a voter registration drive and it would not be a problem. They would need tables, canopies, and chairs, and he asked if they could borrow those items from the City.

Roberts addressed the detention pond on MacDuff Parkway. He said it looked like it was holding water and had become a safety concern. He said it looked like something might have clogged the lower portion that allows drainage. Roberts added that even with the clog gone, there was a high spot of land about 10 feet in front of drainage area that still held water.

Roberts also addressed the signal on MacDuff Parkway. He said he was going to ask for information on when the move was rescheduled to prepare residents, but the signal had already been moved. Roberts noted that Dennis approached Wynnmeade on his way home that night from Newnan, turned on his signal, slowed down, and the signal was gone. He was almost hit from behind and there was no notification of the change. People leaving the subdivision had also had problems. They felt it was not handled with the best scheduling possible and had put some of their residents at risk. Some

signage needed to go up, and Roberts said they would appreciate it if Council could do something about it. Roberts said MacDuff Parkway and Gatehouse Drive were discussed at the last Planning Commission meeting and he understood that the City was working to get some things taken care of and to protect traffic from crossing north to south. Roberts added it was pitch black on MacDuff at night and there were no streetlights. He understood that Developmental Services Director Jim Williams had spoken to City Planner David Rast and said something needed to be done. Roberts asked Council if they could expedite it. He pointed out there were retired people living in the community and none of them felt comfortable with the situation. If someone broke down there at night, it would not be a good situation, he said.

Roberts said the Homeowners Association was working with the City on beautification and areas for new parks. He took pictures of Gatehouse Drive and gave them to Fritz. Roberts explained there was a header wall at the east end of Gatehouse that should be made of concrete according to City Code, but was made of sandbags. Even if it was concrete, it still wouldn't be pretty, he added. He asked that something be done to beautify it. Gatehouse Drive was the entrance to the subdivision and they wanted to make it shine, he said. What they were looking for was the opportunity to pick themselves up and shine, with some help from the City, Roberts stated.

McMenamin said she appreciated the Homeowners Association calling and being proactive in trying to do something good for Wynnmeade. She pointed out that the same staff that worked for her subdivision, Smokerise, and Braelinn, also worked for Wynnmeade. McMenamin added that the same Council also represented their subdivision. She said that in everything it was the squeaky wheel that got the oil and they probably hadn't squeaked as frequently as they should have.

Lenox commented that he had spent a lot of time meeting with Homeowners Associations during the last 10 years and much of that time had been with Wynnmeade. City staff had spent more time working in response to those meetings. It was like a lot of things – people would get energized and want to do something. The effort started and progress was made, but it was hard to sustain. He said a lot of folks in Wynnmeade had spent a lot of time over the years trying to make it a better neighborhood, but the dedication fluctuated. He stated that he felt Wynnmeade was a much better neighborhood now that it was in 1990. He said he drove through most of the neighborhoods in the city at two-four times a year and there had been noticeable improvements in Wynnmeade. It would be won or lost essentially one or two houses at a time, the Mayor continued. It only took one property owner who was not doing their part. He said the City would certainly do what they could to help and would push the envelope as far as it could.

McMenamin commented that the residents had even mentioned it would require individual effort as well and that would be a trickle-down effect. Roberts pointed out that there were some very beautiful homes in Wynnmeade and that people were working to improve them. He said they were in for the long haul and were dedicated and squeaking.

Lenox said in five or six years, with the possibilities of all the changes taking place now, Wynnmeade would surprise everyone. It had experienced some problems, but Wynnmeade had been one of his favorite neighborhoods. He added that over time the community had some of the most dedicated advocates who had fought uphill battles.

Rapson said things were cyclical, and that having concrete walls and a parkway that opened without lights was beyond acceptable. He commended the residents for raising these as major issues. He stated he would do all he could do to eliminate those problems as quickly as possible because they shouldn't have occurred in the first place. As for the light, he added that it had taken so long that, when they were ready, it was just done without taking the time cross the T's and dot the I's. Rapson said that was unacceptable and he would rather they had taken a few more days to do it right than to do it quickly and put someone at risk. He said he also definitely believed something needed to be done about the park. Their four biggest issues were the same as his, Rapson added.

Arnold agreed and said the park was definitely needed. The kids were playing in the streets now. Before the three-way stops were installed, it was just inevitable that a child would get hurt, Arnold continued. Kids playing in the streets also presented another noise issue. She added the subdivision had always had a park and one day there wasn't one. That was disappointing, she added.

There being no further business to discuss, the meeting adjourned at 7:00 p.m.



Attest: Robert L. Lenox, Mayor

Jane Miller, City Clerk

City Council of Peachtree City
Minutes of Meeting
August 2, 2001
7:00 p.m.

The City Council of Peachtree City met in regular session on Thursday, August 2, 2001, 7:00 p.m., in the City Hall Council Chambers. Mayor Robert L. Lenox led those attending in the Pledge of Allegiance. Other Councilmembers present were: Carol Fritz, Annie McMenamin and Steve Rapson. Dan Tennant was unable to attend.

Announcements, Awards, Special Recognition

Virgil Christian of the Peachtree City Tennis Center presented a check for \$3,600 to the All Children's Playground. Gerri Holt accepted the check on behalf of the All Children's Playground Committee. Lenox presented Christian with a certificate that recognized the Tennis Center as a silver level sponsor for the playground. Lenox presented the Supervisor of the Quarter Award to Scott Christopher, recreation facilities manager for the Recreation Department.

Approval of Minutes

McMenamin moved to table the approval of the July 19 budget workshop minutes until the August 16 meeting. Fritz seconded. McMenamin said she had just gotten the revisions requested by Rapson and wanted time to look them over. The motion was approved unanimously.

McMenamin moved to approve the minutes of the July 19 regular meeting as written. Fritz seconded. The motion was approved unanimously.

Consent Agenda

1. Consider TEA-21 Project Contracts
2. Consider Georgia Department of Transportation LARP Contract

McMenamin moved to approve the Consent Agenda. Rapson seconded. The motion was approved unanimously.

Old Agenda Items

01-01-10 Adoption of Charter Revisions and Administrative Ordinances

City Attorney Rick Lindsey told the Council that the charter, with the exception of Sec. 1.2. Corporate limits, was the same document they had seen a number of times and was the subject of two public hearings. Lindsey said he drafted the ordinances mentioned in the charter where the items weren't directly included in the charter, but were delegated to the ordinance level. He said the easiest way to handle it would be to go through the ordinances one at a time.

Ordinance No. 763 Organizational Structure of the Government – Lindsey said he had asked staff to prepare the ordinance describing the current structure. Lenox said one comment he had heard from Councilmembers was that it was too structured and that the ordinance would have to be changed to change just about anything. Lindsey replied that the problem with the way the structure was currently described was that it was the same structure that existed prior to the retirement of Frances Meaders, former city clerk, and it had never been changed. The organizational structure was spread out, and would now be in one ordinance, which made it a lot easier to change, Lindsey explained. Lindsey said Council could now make changes in the ordinance rather than in the charter, which was rigid. A change to an ordinance would take a majority vote of Council, he said.

Lenox said if Council wanted to create, or abolish, a division or consolidate it into another division, Council would just have to change this ordinance, and Lindsey confirmed this. He said currently, and under the new charter, the City Manager had the authority to recommend different departments and structures, but Council would have to approve any change. Lindsey added it wasn't changing how it worked, but was just putting it in black and white.

McMenamin said she wasn't comfortable with the ordinance. She pointed out that the Administrative Service Division was completely contradictory to the charter and there was no mention of the City Manager in the city structure. She said Council hammered over the City Clerk duties and that wasn't the way she, nor other Councilmembers, intended for it to read. She said the way the ordinance read the Administrative Services Director was the City Manager. According to the ordinance, the Administrative Services Director was responsible for the City Clerk and the operations of City Hall, McMenamin continued. Lindsey said another ordinance addressed the City Manager position. McMenamin reminded Lindsey the structure of City Hall was to be identified in one ordinance.

Lenox asked McMenamin if, absent that change, she would like to see the wording read, "the municipal workforce shall be organized into six divisions under the City Manager..." Then in another ordinance, the City Manager position would be created, Lenox continued.

Fritz commented that she had been out of town for the last two weeks and hadn't had the time she needed to go through the ordinances. She added that she also might want to sit and talk with the City Manager or someone about the ordinance.

Lenox said he didn't feel all the ordinances would be adopted at the meeting because of the complexity of some of them, but he felt it was worthwhile to go through all of them and get comments.

McMenamin also addressed the police and fire department portions of the ordinance. She believed the police chief and fire chief were appointed, or hired, by Council. That was dropped out of the charter the Council had anticipated adopting, McMenamin pointed out. The positions of the police chief and fire chief and their personnel were set up, but it was not clearly stated that Council hired the police chief and the fire chief, she said.

Lindsey said under the current charter, the police chief was appointed every year. The charter didn't

require it; the Council just did it. McMenamin said neither the charter nor the ordinance said Council had anything to do with it, and she felt that it should be there.

Fritz commented that she would like to have it said that Council appointed the two chiefs. She felt it was important since they were Council's representatives to the community.

Lenox stated that Council didn't want to politicize the positions, so he suggested the wording "City Manager hires with the advice and consent/recommendation of Council" be included.

Lindsey said it was in the ordinance, Section 2-212, that Council would appoint the chiefs.

The Fire Department was different, Lindsey continued. The fire chief had certain qualifications that had to be met in Ordinance 2-174. According to Ordinance 2-175, the fire chief was accountable to the chief administrative officer, which was renamed City Manager, Lindsey said.

Rapson asked if the other ordinances would eventually be eliminated. Lindsey replied no. He said the ordinance under consideration was just to set up a structure, not the appointment process. Many of the departments and divisions were fleshed out in additional ordinances in the same section. Those would not be changed unless Council wanted to revise those ordinances, Lindsey said. According to the ordinances, Council hired the police chief and the fire chief was hired by the City Manager, he said.

Rapson agreed with the Mayor that the positions should be treated similarly, with the City Manager making a recommendation and the Council agreeing with, without creating a political position. Lindsey said he would need to change the other ordinances, not put it in this ordinance.

McMenamin said she concerned that Council was not just making more ordinances for the sake of making more laws. Fritz said it was also to ensure the City Manager had the flexibility to do what needed to be done.

Lindsey asked if there were any other comments other than the City Clerk and the appointments of the two chiefs.

Rapson commented that as the ordinance was written it appeared there would almost be a Public Safety Director. He said points 1, 2, 3, 4, and 6 were all department heads. He added there was no department head in Point 5, but both chiefs were truly division heads. He was concerned that a citizen reading the ordinance might think there was a director out responsible for both police and fire.

Lindsey said the Council could create a Police Division and a Fire Division. Lenox suggested the ordinance read, "the Public Safety Division shall be divided into two separate departments, each of which shall be regarded as a division."

City Manager Jim Basinger recalled that the past Councilmember who set up the structure knew that some larger cities were organized with a Public Safety Director. but at the time, it wasn't known if

Peachtree City would ever be big enough to warrant such a position. Basinger added it was set up that way just in case.

Ordinance No. 764 Procedure for Appointing Councilmembers or Mayor, and for Other Purposes – Lindsey explained that he took the process used when Rapson was appointed to fill the vacancy on Council. The charter provided for filling the seat by appointment rather than special election. Lindsey said he adopted the procedure used when Rapson was appointed and fleshed it out a little more in case of ties or disagreements. The first subsections tracked what was done in March. If Council could not reach a decision, the options included throwing out the two candidates with the highest scores and going with the candidate with the lowest score, Lindsey said.

Lenox said he thought the process worked well, but had questions about the rating process. According to the ordinance, the councilmembers rate their favorite with a 4, the next favorite with a 3. Finalists were selected based on the highest aggregate score. Later, the councilmembers would then rate their favorite with a 1 on the next round of ratings.

Councilmembers felt the point system should be one way or the other, since those voting could get confused and use the wrong system. Council directed Staff to change the wording so the ranking system would be consistent with a ranking of 1 indicating highest preference.

Ordinance No. 765 Salaries and Reimbursement of Expenses of Councilmembers and Mayor – Lindsey told Council that this ordinance codified the salaries for Mayor and Councilmembers and that it entitled them to reimbursement for expenses incurred in the performance of their duties.

Lenox commented that he had done a statewide survey on the issue of cities of similar size and he would send a copy to Council. He felt the salaries ought to be increased from \$9,000 to \$12,000 for the mayor and \$6,000 to \$9,000 for Councilmembers. He said the salaries had been at that level for years and the job now took considerably more time and was more demanding. Lenox said he felt it was a good time to raise the issue since he would not be affected.

Fritz agreed. She said the discrepancies in salaries from city to city were amazing. She said that in some cities elected officials that were part-time receive retirement and healthcare benefits. Senoia recently raised their mayor's salary to \$12,000. She pointed out the job was much more demanding than just part-time. She added it might be an incentive for Councilmembers to participate more.

Lenox added that no one on Council really turned in expense accounts. Money was spent out of pocket and the salaries were pretty nominal, he said.

Lindsey pointed out that a state law governed elected officials giving themselves raises and it wouldn't take effect until January. He said Council could do it so none of the current members received raises. The effective date could be staggered relative to terms, but then there would be some Councilmembers doing the same job and not getting the same pay, Lindsey explained.

Ordinance No. 766 Recording of Franchises Granted by the City – Lindsey said this was a housekeeping matter. The City Clerk should maintain a record of all franchises granted by the City

Council. Lindsay said the City had all the agreements, but there was no requirement that said they should be filed somewhere. He said it needed to be codified to ensure that the files could be found in the future.

Ordinance No. 767 Maintenance of City Council Minutes and Audio Tapes – Lindsey reported that it was not stated anywhere that the City Clerk should maintain all minutes and audio tapes of all City Council meetings. He said it was generally stated that the City Clerk should take the minutes and tape the minutes. It clarified that the City Clerk was the keeper of records.

Ordinance No. 768 Establishment of Court Costs – Lindsey told Council that the judge determined court costs, but there were other costs added on over and above the fees. The state regulated where some of those costs went, he said. Lindsey said the cost of a first DUI in the City's municipal court started at \$850, but the total with the tacked on costs was \$1,175.

Ordinance No. 769 Requirement of Councilmembers and Mayor to Attend Council Meetings, to Provide a Procedure for Censuring a Councilmember or Mayor – Lindsey explained that this ordinance dealt with Councilmembers who were absent from meetings for no apparent reason and provided a procedure for what to do. He said there were provisions for business-related reasons, and that there should be one for health-related reasons. He established a procedure of written notice, hearing, and public censure.

Lenox asked why the ordinance was there. Lindsey replied that it was mentioned in the charter. Lenox then said he didn't know if the public was aware of it, but those who served on commissions and authorities and missed more than 10% of the meetings had a conversation with the Mayor. Unless there was a really good reason for the absences, the member was dismissed. Lenox said in the last 10 years he had that conversation with one person. Lenox said it bothered him when Councilmembers missed meetings.

McMenamin agreed, but said Council was elected by the people and the voters had to be informed. If they had no problem with attendance, they were the ones who voted. She said she would rather see the question put on a referendum so voters could decide if they wanted attendance requirements.

Fritz suggested keeping an attendance record like the City did for commission and authority members. She said Council shouldn't expect more of commission and authority members than they did of themselves.

Rapson said his problem was that there was no real definition of a "family-related" reason. He said he didn't see a lot of teeth in the ordinance.

Rapson and Lenox both said to eliminate it. Fritz said to eliminate it, but to keep an attendance record. Rapson said while an attendance record wasn't kept or published, he felt sure the public knew who attended meetings and who didn't.

Lindsey referred to Section 2.9, Declaration of vacancy in office of mayor or councilmember, of the proposed charter. He asked if that section should be removed from the charter. McMenamin said no

and that she felt the ordinance contradicted the charter when she first read it.

Lenox asked if Section 2.9 should be changed to reflect absences for three months to absences for two months. He read the section. The old charter said three meetings (only one meeting a month was held at that time). If three meetings were missed, Councilmembers would have missed more than 10% for the year.

Rapson said his problem was with the words "consecutive months." He said if seven meetings were missed during the course of a year, the councilmember dropped below 80%, which was the standard the authorities and commissions were held to. They had fewer meetings, but the percent did not change because of that, Rapson continued. He said it should be 80% of the number of meetings held. He said Council's standard should be higher than 80%.

Lindsey said that was dealing with two separate issues, missing consecutive meetings and poor attendance.

Rapson said missing consecutive meetings would be even worse. Councilmembers were elected to do the job and it could not be done when Councilmembers did not show up. He said he understood Dan Tennant missed three meetings because of business, but the ordinance wasn't geared towards him. He added that Council had to address whether the ordinance should be grandfathered. He said Tennant wouldn't have a problem. Once the ordinance was passed, it would become a problem. Rapson recommended Lindsey put some options together and Council would decide what they were comfortable with.

Ordinance No. 770 Punishment of Individuals Found to be in Contempt of Council by the Mayor – Lindsey said contempt was not defined in either the current charter or the proposed charter. He said Council had to be careful not to infringe on someone's personal rights. In drafting the ordinance, Lindsey said he foresaw someone who just wouldn't allow the meeting to continue by yelling or screaming. The mayor could just throw the person out of the meeting without having them arrested, Lindsey said. He said it was his stab at trying to define this.

Lenox commented that in 10 years he had only said on two occasions, once to an individual, that they would have to "chill out or leave." Lenox added that once he told an entire audience that if they couldn't exhibit decorum, courtesy, civility, and respect that the meeting would be held another time without the crowd and that was the end of it. He understood that people got emotional.

McMenamin said she felt that if someone were confrontational in a dangerous manner the silent alarm button would be hit to call the police.

Lenox said he always intended to get the legitimate business of the City done. If someone had prevented that, he would have hit the silent alarm button and had that person removed.

Fritz said there were laws that applied to people who were disruptive, but added that the ordinance did not define contempt. She said it was very vague. She pointed out that according to Robert's Rules of Order, the Mayor had the right to control the meeting.

Lindsey said the charter talked about inflicting punishment, but Council was talking about just having them leave. He said he also addressed state and federal laws and pointed out there were ordinances that controlled someone who acted in a violent manner. He said he couldn't see a situation other than a person being disruptive so Council could not get the business of the City done.

Lenox pointed out that Council meetings were a forum for disagreement and confrontation. Sometimes, it was tricky to decide how far to let it go and what was over the line, he said.

Rapson said it was difficult to take personalities out of the equation. One of the reasons there was good communications with the public was because the Mayor let everyone say their peace, he said.

Lindsey said to let him better define contempt, maybe as someone who was using fighting words, which was well understood under case law, or someone who was disrupting the meeting so business couldn't proceed.

Rapson said if it was defined better and had parameters Council would be more comfortable with it. He suggested Lindsey talk to the municipal judge to get his ideas.

Lindsey pointed out that the latitude in municipal court would not be as great. Court was not a democracy and respect must be shown, he said. He said he would look under contempt and talk to Judge Powell.

Lindsey said he would modify all the ordinances as discussed that evening, then e-mail them to the City Manager so they could, hopefully, be adopted at the next meeting on August 16.

Fritz pointed out there were other oddities in the ordinances and charter. McMenamin said there was an ordinance that said the Mayor appointed the Recreation Commission. Lindsey asked Council to notify him when they found oddities or things out of date.

Lenox moved to table the charter revisions and ordinance revisions until the August 16 meeting. McMenamin seconded. The motion carried unanimously.

New Agenda Items

08-01-01 Discuss Stormwater Management Program

City Engineer Troy Besseche addressed Council and said staff had been working on a stormwater management plan since the last retreat. The program addressed Council's concerns as well as environmental needs in the community. It also met some of the directives issued by EPD. He said staff had a clearer picture of what EPD expected in the way of Phase II program requirements and permanent requirements. He continued that EPD was looking for an action plan. The first component of the permanent requirement and action plan was to take a look at where the City and the current stormwater program was. Besseche recommended hiring a consultant to assist in developing an independent assessment of what the current stormwater needs were and what direction

the City needed to go.

The first step was the assessment incorporating an evaluation of the current stormwater ordinances, which were found in different places in the city's ordinances, and developing a comprehensive stormwater ordinance.

The consultant would also look at floodwater control issues in the community. He said that would be done at a basic level to get an idea of where the City's needs were. He said they knew that Tinsley Mill had problems and that there were problems in Wynnmeade. It would identify where the problems were and help the City meet the needs of the community.

The consultant would also look at the City's infrastructure. The consultant would look at the needs of the community, where the City should plan for capital improvements, as well as look at older neighborhoods.

Besseche said staff wanted the consultant to look at the current level of spending on stormwater, the level of service, the extent of service, and what the City was doing to meet the needs of the community in the areas of stormwater quality and quantity.

The consultant would also look at the City's status in regards to the EPD and Phase II of the National Pollutant Discharge System (the NPDES program) that EPA had proposed. It would address the new Metropolitan Water District that Besseche said was on the horizon. Staff would like the consultant to help in meeting the requirements that would be proposed.

Besseche said the second step in the process was to look at water quality issues that needed to be dealt with. He said the City needed to know where it was as far as water quality issues, establish a standard, get an idea of what the current conditions were, and where the City needed to go.

The third step would be to hold a series of stakeholder meetings where the community would be invited to participate in establishing what was expected from a stormwater management program and what the City was looking for in way of water quality and flooding issues, as well as get more support behind a floodwater program. Besseche had prepared a list of questions to be asked to the stakeholder group. The questions were:

- i. What are the flood control needs and how should they be solved?
- ii. What level of service should be provided in the areas of maintenance, repairs, capital improvements, and quality issues?
- iii. What entity should be responsible for the program/
- iv. Can we afford to provide these changes?
- v. How do we pay for them?
- vi. How do we achieve compliance with NPDES Phase II and to what degree?
- vii. Do we need to consider a local storm water design manual or can we simply adopt the state's manual?

Besseche said the consultant would be expected to provide meeting minutes from all meetings, an

interim report on the Program Assessment, an interim report on water quality baseline study, a Draft Action Plan – answering key questions regarding the program, a Final Action Plan – recommendations to City Council on the Storm Water Management Program; and NPDES Phase II Notice for Peachtree City.

Besseche said the consultant should complete the work by February 2002 for presentation to the Council at the 2002 Retreat. The cost would be about \$75,000. Besseche requested that Council allow staff to pursue this course of action and authorize staff to budget the appropriate amount in the PIP account. Besseche also asked Council to allow staff to seek the services of a consultant based on a qualifications-based selection process.

Lenox asked if most of the money was spent on baseline testing. Besseche replied about \$25,000 would be spent on the water quality aspect. Lenox then asked if the deadline for the NPDES approval or certification was recently extended. Not officially, Besseche said. He added that after talking with EPD, the degree to which municipalities achieve compliance kept getting pushed back. He explained that the city was still required to obtain a permit by March 2003, but the full program wasn't expected to be implemented until 2008.

Lenox commented that his only reservation was that the rules for federal programs kept changing. However, he added that what the City would get out of the program would be good for the City and that Council needed to look at those kinds of things.

McMenamin said she was angry at first because it was another federal mandate pushed down on local governments without any financial assistance. When that was taken out of the picture, however, she said the program was very good for the City.

Rapson said he felt it was a very good first step. Part of why the EPD was evaluating their position on when it should be done was because they made the big counties, like Fulton or Cobb, spend \$600,000 to \$700,000 on basin studies only to find out they needed to spend another \$12 to \$15 million to fix each basin. The problem was the big counties could not afford to do it and that's why the deadlines were pushed out. It would bankrupt municipalities, Rapson explained.

Lenox pointed out that while the cost was a major burden on larger counties, it would bankrupt the small counties even more. The only thing that saved Peachtree City was that the City was fairly new and didn't have 100-year old problems, he added.

Rapson also noted that GIS would play a big role in fixing this and put the City far ahead of the game.

Besseche said one aspect they hoped to accomplish was to get the baseline data plugged into the GIS so it could be accessed through the data base and see visually where things were happening.

Rapson moved to approve the approach as outlined and budget the additional \$25,000 to complete the exercise and seek out competitive proposals. Fritz seconded. The motion carried unanimously.

08-01-02 Consider Adopting Resolution of Fulton Energy Center

Basinger asked Council to consider a resolution supporting the Fayette County Commissioners' request that Fulton County and Union City require an Environmental Impact Study for the proposed Fulton Energy Center. Basinger said the County Commission adopted their resolution on July 26 and asked the municipalities for their support at the July meeting of the Association of Fayette County Governments. Basinger gave Council information from the County Commission on the proposed energy center. The proposed center would be a 1,230-megawatt power generating station powered by four natural gas-fired turbines. There would be four smokestacks measuring 210 feet in height, which would emit 5,000 tons of pollutants into the air of Fulton County, Union City, and Fayette County. Of the 5,000 tons of pollutants, 500 tons would be nitrogen oxides (Nox), which was the equivalent to the annual emissions of approximately 26,000 automobiles. One MGD of wastewater would be produced daily from the cooling process alone. The information was provided by the Williams Company. Basinger said the County Commission asked for the Environmental Impact Statement to assess the impact on the center on the health, safety, and welfare of all the residents of Fayette County. Basinger said the resolution would be forwarded to the Fulton County Commission Chairman and to the Union City mayor if adopted. He explained that both jurisdictions had some control over the zoning changes needed for the energy center.

Rapson announced that he was employed by Fulton County and he would abstain from any action with this particular motion.

Lenox said Fayette County Commission Chairman Greg Dunn requested the energy center be declared a development of regional impact at the last Atlanta Regional Commission (ARC) meeting and the board approved it. He added that a loophole in the ARC's charter had prevented the designation earlier, but now the development was subject to the ARC's staff study. Lenox stated that in his personal opinion it was the height of folly to put an enormous generating plant in the middle of a residential area in the heart of an air pollution control non-attainment area because the pipeline passed by the property and an electric grid substation was next door. He added that the power generated wasn't for Georgia, but was a wholesale power facility. He said he had a lot of questions about how it would be justified and that the right steps were being taken to get all the answers before anybody made a decision.

Fritz stated her problem was that it was all blowing to Fayette County, but would be mitigated in Henry County. She said it wouldn't dissipate until it was 60 miles downwind.

McMenamin moved to adopt the resolution of support for the requirement of an EIS for the Fulton Energy Center. Fritz seconded. The motion carried 3-0-1.

Council/Staff Topics

Basinger said Council had appointed Murray Weed, Rapson, and Paul Salvatore to conduct a study on the feasibility of an in-house attorney. The study was complete and had been placed on the August 16 agenda.

Lenox moved to take a five-minute recess before reconvening in executive session to consider a lawsuit, a real estate matter, and a personnel matter. Fritz seconded. The motion carried unanimously.

Executive Session

Lindsey reported that he, Lenox, and Basinger met with a five-member committee from Braelinn Baptist Church on July 27. He said they had settled on a price of \$2.6 million for Braelinn Baptist Church and its property. The church would continue to use the building for 18 months and provide the City with a list of dates and times the building would be needed. The City would use the building when the church did not need it. Utility costs would be pro-rated. Fritz moved to reconvene into regular session to vote on the matter. McMenamin seconded the motion carried unanimously.

Council also discussed a legal matter and a personnel matter. No action was taken.

Lenox moved that the Council authorize the Mayor to sign an agreement Braelinn Baptist Church with the listed conditions. McMenamin seconded. The motion carried unanimously.

Fritz moved to adjourn the meeting. Rapson seconded. The motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 8:45 p.m.

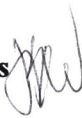
Attest: Robert L. Lenox, Mayor

Jane Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Manager

VIA: Director of Developmental Services 

FROM: City Engineer 

DATE: August 1, 2001

SUBJECT: Holly Grove Road - Cart Path Tunnel

Last September, staff brought a recommendation to Council to construct a cart path tunnel under the Holly Grove Road extension between the new Wilshire Estates subdivision and the older neighborhoods of Foreston Place and the Rubicon. At that time, the characteristics of the subgrade and road were just being uncovered and the project was thought to be a viable one.

However, after encountering setbacks with a sewer line in the area, the high water table, and poor soils, it is my opinion that the completion of this project cannot be justified. There is a sewer line underneath the tunnel, which limits the amount of fill and stress that can be placed on it; and replacing it would require significant expense as well as delay. The tunnel also requires a minimum amount of cover in order to distribute the vehicle loading over its width. Thus, the grade required by the sewer and that of the tunnel are working to "squeeze" out the underpass. Unfortunately, the changes necessary to overcome these design obstacles are economically impractical.

Therefore, it is now my recommendation that we abandon this proposal and pursue the at-grade crossing with appropriate marking and signage.

At the current time, the City has incurred costs to the contractor in the amount of \$750. The original contract price was \$56,500, leaving an unused balance of \$55,750.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager 

FROM: Paul Salvatore, Director of Financial Services *P.S.*

DATE: August 7, 2001

SUBJECT: Holly Grove Road – Cart Path Tunnel

As indicated by the attached excerpt from the September 20, 2000 Council meeting minutes, funding for this project was to come from impact fees. Pending the outcome of an engineering review to assess the feasibility of this project, staff held off on making an adjustment to increase the project (and impact fees) budget accounts by the estimated \$55,000 project cost.

Therefore, no budget adjustment will be necessary as a result of this requested change, and the \$750 spent to date can just be charged to the PIP Contingency account.

Jim Basinger

From: Betsy Tyler
Sent: Wednesday, August 01, 2001 1:32 PM
To: Jim Basinger
Subject: Holly Grove Road Tunnell

Jim:
Here's the excerpt from the 9/20/00 meeting minutes:

09-00-07 **Consider Holly Grove Road Tunnel**

Basinger addressed Council and stated that the developer of Holly Grove Pavilion was required to connect Holly Grove Road to Highway 74 and that the connection was intended to be used by a large number of Peachtree City's southernmost residents on a daily basis. He said the extension would cross over an existing cart path that connected Forrester Place Subdivision and Starr's Mill High School to the path system. He said the path would also connect to the South 74 Baseball and Soccer Complex and the Meade Field Complex in the future. Thus, this path would allow for a significant amount of traffic and would make the cart path crossing over Holly Grove Road very dangerous. Further, the City had an opportunity to install a cart path tunnel under the road before it was constructed. The price for constructing the tunnel was solicited from the contractor, Superior Excavation and Construction Service of Peachtree City, who would construct the road. Superior also offered to construct the tunnel - a concrete box culvert - at a price of \$55,000. Basinger said staff felt this was a very fair and reasonable price. He said should the City employ one contractor to build the road and another to build the tunnel, there could be a significant problem assigning blame should problems occur with the tunnel or the road in the future. He said for this reason, and the fact that staff felt the City had obtained a fair and reasonable price, **staff recommended that Council authorize staff to enter into a sole-source contract with Superior to build the tunnel at a cost of \$55,000, which would include connecting the path to the tunnel at both ends. He said there were adequate impact fees available to cover this expenditure.**

In response to McMenamin's question as to whether the City would paint the tunnel with washable paint or whether the contractor would do so, Basinger confirmed with Besseche that it was not included in the specifications, but costs could certainly be obtained for this purpose.

Basinger said Council would also need to reserve \$1500 to bond the project and that adequate funds were available.

Tennant said he understood that sometimes the City had to enter into sole-source contracts when they were unavoidable, but asked if staff had budgeted the cost that was anticipated prior to receiving the \$55,000 bid.

Besseche said the City had done a number of tunnel projects before (i.e., the Wynnmeade tunnel last year, which was about \$75 or \$80,000 and that this tunnel was a structural plate culvert), but that the Holly Grove Road tunnel was a concrete box culvert and was a simpler process to install. Besseche said approximately \$190,000 was budgeted for the proposed 150 foot long culvert at the CSX railroad bridge on Highway 54 in FY2002 or FY2003. Besseche added that the \$55,000 bid was a very good price.

McMenamin made a motion to award the contract for the construction of the Holly Grove Road Cart

Path tunnel to Superior Excavation and Construction Services of Peachtree City in the amount of \$55,000 and to reserve \$1,500 to bond the project. Tennant seconded the motion. Motion carried unanimously.

Brooks reminded Council that City staff had requested extra money for painting the tunnel with the washable paint and asked whether Superior or Public Works would paint the tunnel. Basinger said if Council would allocate the funds, staff would accomplish this the cheapest way possible - possibly with Public Works personnel.

Brooks amended the motion to include an additional \$1,000 for the washable paint. Tennant seconded the motion. Motion carried unanimously.

39u14a01
 Program: U-14
 League: 39
 Division: A
 87 LAZERS WHITE-PE
 Athena / Female Players
 Peachtree City Y.S.A.
 Division A
 Address
 110 SWEETWATER OAKS
 P.O. BOX 308
 3501 CLEARVIEW TR
 102 WHITE OAK TRAIL
 312 CORRIGAN TRACE
 110 SWEETWATER OAKS
 8 BROOKRIDGE WAY
 101 WOODFIELD COURT
 P.O. BOX 206
 260 BROWNS CROSSING DR
 202 NEWPORT DRIVE
 255 ASPEN WAY
 130 FIELDING RIDGE
 302 SAWMILL TRACE
 708 MATTAN POINT
 203 VAN NESS
 206 WOODLAND DRIVE
 805 SPOONER RIDGE

Shirts:
 Shorts:
 Socks:

Season: 2001 Spring
 Year: 2000
 Printed: 03/08/01

City, State	ZIP	Phone No.	Birthdate	Sex	People ID
PEACHTREE CITY, GA	30261	(770) 631-9277 Wk: (770) 631-1128	06/18/58	M	171388117
ZEBULON, GA	30295	(770) 567-0501	09/29/86	F	9A15G5727
STOCKBRIDGE, GA	30281	(770) 929-8460	09/19/86*	F	8609194
PEACHTREE CITY, GA	30261	(770) 487-2572	05/12/87*	F	870512C
PEACHTREE CITY, GA	30261	(770) 487-0435	03/05/87*	F	7B24P3506
PEACHTREE CITY, GA	30261	(770) 631-9277	12/30/86*	F	8612300
NEWNAN, GA	30263	(770) 254-1615	03/26/87*	F	8703260
PEACHTREE CITY, GA	30261	(770) 487-4338	11/25/86*	F	5H09J1510
BROOKS, GA	30205	(770) 460-8038	10/06/86*	F	6G21M0747
FAYETTEVILLE, GA	30215	(770) 691-8785	08/11/87*	F	8G01J3134
PEACHTREE CITY, GA	30261	(770) -	06/26/87*	F	0G31Q0144
FAYETTEVILLE, GA	30214	(770) 487-1025	12/31/86*	F	861231H
PEACHTREE CITY, GA	30261	(770) 631-3964	05/11/87*	F	5H07T1202
PEACHTREE CITY, GA	30261	(770) 631-1706	06/02/87*	F	870602D
PEACHTREE CITY, GA	30261	(770) 487-5017	11/10/86*	F	861110C
PEACHTREE CITY, GA	30261	(770) 486-7656	09/13/86*	F	8G01J2954
PEACHTREE CITY, GA	30261	(770) 487-1995	09/27/86*	F	860927B
PEACHTREE CITY, GA	30261	(770) 631-1911	04/14/87*	F	870414A

NOTE: A Player's Birthdate that has been Verified by the State Office is indicated with an asterisk (*) above.

17 Players
 0 Players Intra Transfer
 0 Players Inter Transfer

0 Players Transferred From
 0 Players Released

Georgia State Soccer Assoc.
 3684 B-1 Stewart Rd.
 Atlanta, GA 30340

B. J. Lee
 Travel/Tour Admin
 3-8-01

2000/2001 Georgia State Cup Champions
 2000/2001 United States Region III U-14 GIRLS CHAMPIONS

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Clerk *jem*

DATE: August 10, 2001

SUBJECT: Alcohol License - Change - Don Pablos

A request for a change in the License Representative has been submitted for Don Pablo's. Mr. Charles E. Zumbrun has requested to be appointed as the License Representative. The application and affidavit are attached for your review.

The previous License Representative is no longer employed by Don Pablos; therefore, we ask that you approve Mr. Zumbrun's request to be appointed as the License Representative contingent upon Chief Murray's investigation. Mr. Zumbrun will attend the meeting on August 16th to answer any questions you may have.

JSM:gr



CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Don Pablo's		Business Location: 100 Marketplace Blvd.			
Nature of Business: Restaurant.		Mailing Address: Peachtree City GA 30269		Business Phone Number: 770-632-9000	
Name of Licensee: CHARLES E Zumbra		Home Address: 123 MARSHA WAY SHARPSBURG GA 30277		Home Phone Number: 770-251-3766	
Name of License Representative: CHARLES E Zumbra		Home Address: 123 MARSHA WAY SHARPSBURG GA 30277		Home Phone Number: 770-251-3766	
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 Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.		ADDRESS Please provide Home Addresses for the individuals listed:		PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:	
Avado Brands Corp NAME				1-800-765-7894	
Tom Dupree Jr owner					
Is any person who owns an interest in the license an employee of the City of Peachtree City? _____					

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

FROM: City Manager 

DATE: August 10, 2001

SUBJECT: Ordinance Amendment – Occupational Tax Rate

Attached is a copy of the existing Occupational Tax Ordinance and a proposed ordinance amendment. As you may recall, at the May 3, 2001, City Council Meeting, Council authorized increases to and restructuring of several fees charged by the city. One such fee was the Occupational Tax. The City Attorney has advised that the ordinance relative to Occupational Tax, which lists the specific fees under the old fee structure, should be changed to reflect the new rates as a housekeeping matter. The new ordinance references the rate set by the City Council, but allows the flexibility of the gradual increase to the maximum fee schedule the next few years.

Staff recommends that Council adopt the ordinance amendment attached.

Please advise if you have any questions or concerns.

JB/bt

Practitioner of profession or occupation means one who by state law requires state licensure regulating such profession or occupation. The term does not include a practitioner who is an employee of a business if the business pays an occupation tax.

(Code 1980, § 13-2)

Cross reference—Definitions generally, § 1-2.

Sec. 74-38. Administration.

The city clerk shall administer and enforce the provisions of this chapter for the levying and assessment and collection of the occupational tax and penalties. The clerk shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this chapter or other laws of the city and the state, or the constitution of the state or the United States, for the administration and enforcement of the provisions of this chapter and the collection of the occupational tax fees.

(Code 1980, § 13-3)

Sec. 74-39. Occupation tax levied.

An occupation tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices in the corporate limits of Peachtree City and/or upon the applicable out-of-state businesses with no location or office in Georgia pursuant to O.C.G.A. § 48-13-7 based on the number of employees of the business or practitioner. The tax rate shall be as follows:

1—10 employees, minimum tax.....	\$ 75.00
11—104 employees, per employee.....	12.00
Over 104 employees, maximum tax.....	1,250.00

(Code 1980, § 13-4; Ord. No. 722, 10-21-99)

Sec. 74-40. Paying occupation tax on business with no location in state.

Registration and assessment of an occupation tax is imposed on those businesses and practitioners of professions with no location or office in the state if the business's largest dollar volume of business in the state is in the city and the business or practitioner:

- (1) Has one or more employees or agents who exert substantial efforts within the jurisdiction of the city for the purpose of soliciting business or serving customers or clients; or
- (2) Owns personal or real property which generates income and which is located within the jurisdiction of the city.

(Code 1980, § 13-5)

Sec. 74-41. Each line of business to be identified on business registration.

The business registration of each business operated in the city shall identify the dominant line of business that the business conducts.

(Code 1980, § 13-6)

AN ORDINANCE TO AMEND SECTION 74-39 OF THE PEACHTREE CITY CODE OF ORDINANCES AND TO PROVIDE FOR THE OCCUPATIONAL TAX RATE AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-39 be deleted in its entirety and replaced as follows:

An occupational tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices in the corporate limits of Peachtree City and/or upon the applicable out-of-state businesses with no location or office in Georgia pursuant to O.C.G.A. 48-13-7 based on the number of employees of the business or practitioner. The tax rate shall be that rate adopted by the City Council and maintained by the City Clerk.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this 16th day of July 2001.

Mayor

City Council

City Clerk Attest

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Clerk 

DATE: August 13, 2001

SUBJECT: Alcohol License – License Representative Change - Don Pablo's

At the time documentation was submitted for your review at the August 16th Council meeting, City staff had not received the Police Chief's approval. That approval has now been received. Attached is the Police Chief's certification that Mr. Charles E. Zumbrun 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 of alcoholic beverages or illegal drugs within five (5) years prior to the date of this application.

Mr. Zumbrun will attend to answer any questions you may have in this regard.

JSM:gr

Attachment

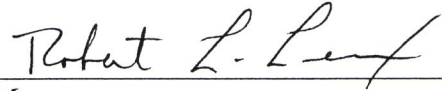
AN ORDINANCE TO AMEND SECTION 74-39 OF THE PEACHTREE CITY CODE OF ORDINANCES AND TO PROVIDE FOR THE OCCUPATIONAL TAX RATE AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-39 be deleted in its entirety and replaced as follows:

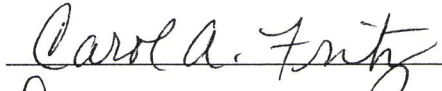
An occupational tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices in the corporate limits of Peachtree City and/or upon the applicable out-of-state businesses with no location or office in Georgia pursuant to O.C.G.A. 48-13-7 based on the number of employees of the business or practitioner. The tax rate shall be that rate adopted by the City Council and maintained by the City Clerk.

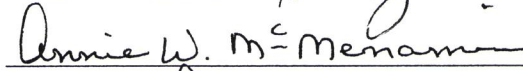
All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

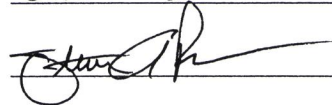
Done, Ratified and Passed this 16th day of August 2001.



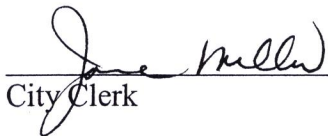
Mayor







City Council


_____ Attest
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers
FROM: City Manager 
DATE: August 10, 2001
SUBJECT: Charter Revisions and Administrative Ordinances

Attached are the proposed Charter revisions, and the associated administrative ordinances with the changes discussed at the August 2 Council Meeting. Again, the only change to the Charter from the version discussed in the Public Hearings on June 7 and June 21 is the verbiage added to Section 1.2 Corporate Limits. Changes to the charter and the ordinances previously discussed have been noted in bold and underlined text. Ordinances for the appointment of the Police and Fire Chiefs have been added, and the ordinance concerning Councilmember attendance and censure has been deleted.

The accompanying ordinances are as follows:

- Ordinance 763 – Organizational Structure of the Municipal Government (REVISED)
- Ordinance 764 – Procedure for Appointing Council Members or Mayor (REVISED)
- Ordinance 765 – Salaries and Expense Reimbursement for Council Members and the Mayor
- Ordinance 766 – Recording of Franchises
- Ordinance 767 – Maintenance of Council Meeting Minutes and Audio Tapes
- Ordinance 768 – Court Costs
- Ordinance 769 – Punishment for Contempt of Council (REVISED)
- Ordinance 771 – Appointment of Police Chief (NEW)
- Ordinance 772 – Appointment of Fire Chief (NEW)

Please advise if you have any questions or comments.

JB/bt

AN ORDINANCE TO DELETE THE CHARTER IN ITS ENTIRETY AND TO REPLACE
WITH THE NEW CHARTER.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that the charter for the city of Peachtree city be deleted in its entirety and replaced as follows:

ARTICLE I. IN GENERAL

Sec. 1.1 Reincorporation; corporate powers.

(a) Peachtree City, in Fayette County, and the inhabitants thereof, are reincorporated by the enactment of this charter and are hereby constituted and declared a body politic and corporate under the name and style Peachtree City, Georgia, and by that name shall have perpetual succession.

(b) Said city shall have full powers to govern itself by such ordinances, bylaws, rules and regulations for municipal purposes as may be deemed proper and not in conflict with this charter, the constitution or laws of this state or the United States.

(c) Said city shall have full power in and by said corporate name

(1) to contract and be contracted with;

(2) to sue and be sued;

(3) to plead and be impleaded;

(4) to purchase, hold, receive, enjoy, possess and retain for the use of and benefit of said Peachtree City or the inhabitants thereof in perpetuity or for any term, any estate, real or personal, or lands, tenements or hereditaments of any kind, within or without the limits of said city, for corporate purposes;

(5) to use, manage, improve, sell, convey, rent or lease any such estate or property;

(6) to have and use a common seal; and

(7) to perform all acts necessary or incident to its corporate existence or capacity.

(d) In addition, the city shall have all powers possible for a city to have as found in O.C.G.A. Sections 36-35-1 *et seq.* and as may be amended, Title 36 of the Official Code of Georgia and as may be amended, and all other provisions under the present or future constitution and laws of the state as fully and completely as though they were specifically enumerated in this charter.

(e) The city shall have all the powers of self-government not otherwise prohibited by this charter or by general law.

(f) The powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city.

Sec. 1.2. Corporate limits.

(a) The boundaries of this city shall be and are defined as follows: All that territory and the inhabitants thereof embraced and contained in the sixth land district of Fayette County, Georgia, being

land lots numbered 24 to 63, inclusive, and portions of land lots numbered 19 to 21, inclusive, and all that territory and the inhabitants thereof embraced and contained in the seventh land district of Fayette County, Georgia, being land lots numbered 64 to 68, inclusive, and land lots numbered 90 to 103, inclusive, and land lots numbered 122 to 135, inclusive, and land lots numbered 155 to 162, inclusive, and portions of land lots numbered 63, 121, and 164, inclusive, and such tracts and parcels as shall be incorporated within the corporate limits of said city pursuant to law.

(b) The city council may provide for the redrawing of any such map by ordinance to reflect lawful changes in the corporate boundaries. A redrawn map shall supercede for all purposes the earlier map or maps which it is designated to replace.

Sec. 1.3. Corporate authority and territorial jurisdiction of governing body and officers.

(a) The corporate authority of said city and the territorial jurisdiction of the governing body and the officers thereof shall extend, for police and sanitary purposes, over all lands which are controlled and all lands which may hereafter be owned or controlled by said city for waterworks, electric light, sewerage, drainage, or cemetery purposes outside of the territory as indicated in this Article.

(b) The governing body and officers of said city shall have full power and authority to make and enforce such ordinances, bylaws, rules and regulations as they may deem necessary to protect the land, premises, and other property referred to in this Article and all rights and interest of said city therein as fully and completely as if the same were located within the limits of said city proper as indicated in section 1.2 hereof.

ARTICLE II. GOVERNING BODY; DEPARTMENTS; APPOINTIVE OFFICERS

Sec. 2.1. Governing body; composition, quorum, meetings.

(a) The government of said city shall be vested in a mayor and four (4) councilmembers chosen as hereinafter provided, in such other officers and employees as required under the terms of the charter, and in such other officers and employees as the mayor and councilmembers consider necessary and proper to appoint and employ.

(b) The chief administrative and operational officer of the city shall be the city manager.

(c) The mayor and councilmembers of said city shall collectively be known as "Council of Peachtree City" (hereinafter sometimes referred to as "city council" or "council" and when so referred to shall be construed to mean the Council of Peachtree City), in which all legislative powers of said city shall be vested.

(d) Except as otherwise set forth below, the mayor and three (3) councilmembers, or four (4) councilmembers without the mayor, shall constitute a quorum of the city council. Less than a quorum may meet and compel the attendance of absentees as provided by ordinance. In the event the office of mayor and one or more offices of council shall become vacant or more than one office of council shall become vacant, then a quorum shall be the mayor and two (2) councilmembers, or three (3) councilmembers without the mayor. If two or more offices of council shall be vacant simultaneously or if the office of mayor and one or more offices of council shall be vacant simultaneously, then all of the remaining members of the council may meet to appoint persons to fill vacancies on the council, set the

date for a special election and qualification thereof, and, if necessary, appoint a provisional mayor pro tem.

(e) The city council shall meet at such specified time and place as may be provided by ordinance. Special meetings may be called at any time by the mayor upon giving not less than twenty-four (24) hours notice of said special meeting.

Sec. 2.2. Eligibility qualifications of mayor and councilmembers.

No person shall be eligible to hold the office of mayor or councilmember of said city unless he or she is twenty-one (21) years of age and is a qualified elector of said city who shall have continuously resided and maintained his or her domicile therein for at least six (6) months immediately preceding his or her election. Except as authorized by law, the mayor and councilmembers shall not hold any other city office or city employment during the term for which each such person was elected unless the mayor or councilmember affected shall first resign.

Sec. 2.3. Duties and authority of mayor.

The mayor shall be the chief executive officer of said city and it shall be his duty

- (1) to preside at all meetings of the city council;
- (2) to see that all meetings are conducted in a parliamentary manner;
- (3) to preserve order and decorum in such meetings;
- (4) to inflict such punishment upon any person guilty of contempt before said council as may be authorized by municipal ordinances;
- (5) to see that all laws, ordinances, rules, regulations and resolutions of the city council of said city are faithfully executed and enforced;
- (6) to appoint and be an *ex officio* member of all committees;
- (7) to see that all funds are properly accounted for and that all revenues are properly and promptly collected;
- (8) to inform the council from time to time of the general condition of said city and its affairs and recommend such measures as he may deem necessary or expedient for the welfare of said city;
- (9) to inspect or cause to be inspected by one or more of the councilmembers of said city the records and books of accounts of the city and see that they are properly and correctly kept to require such reports to be made by such city staff and given to the council;
- (10) to see that order is maintained in said city and that its property and effects are preserved;
- (11) to convene the council in extra session as frequently as he may deem proper;
- (12) to bind said city by signing any contract, obligation or other matter entered into and authorized by ordinance or resolution of the council of said city, properly passed in accordance with the provisions of this act; and
- (13) to do acts and things as may be proper and necessary in the proper conduct of the affairs of said city and as may be hereinafter authorized.

Subject to the limitations contained in this Charter, the said mayor shall exercise general supervision and jurisdiction over the affairs of the said city; however, the responsibility for the daily operation and administration of the city shall be delegated to the city manager who shall report on such activities to the mayor and councilmembers as hereinafter provided.

Sec. 2.4. Authority of mayor to vote.

The mayor shall be entitled to vote on all questions before the city council.

Sec. 2.5. Duties of mayor pro tem.

The mayor pro tem shall discharge the duties and exercise the powers and authority of the mayor in the absence, disability or disqualification of the mayor and during a vacancy in the office of mayor provided his rights and duties as councilmember shall remain unimpaired, except he shall not receive the salary or expense of a councilmember while receiving the salary and expense of mayor when there is a vacancy in the office of mayor.

Sec. 2.6. Duties of councilmembers.

Councilmembers shall work with the mayor in establishing city policies, drafting ordinances, handling budgetary matters, and addressing any other matters which come before city council in order to carry out the powers and responsibilities as enumerated in Sec.1.1.

Sec. 2.7. Date of municipal general election; election of mayor and councilmembers, post designation; assuming office; term; oath.

(a) Pursuant to the law commonly referred to as the Georgia Municipal Election Code, the municipal general election shall be conducted on the Tuesday next following the first Monday in November of odd numbered years.

(b) For the purposes of electing councilmembers, positions on the council shall be numbered as posts 1 through 4, respectively.

(c) In 1992, Peachtree City altered the length of the mayor and councilmembers' terms from two years to four years. After a period of transition, the elections for posts 1 and 2 are held every four years from 1995 forward. The elections for mayor and posts 3 and 4 are held every four years from 1993 forward. All persons elected shall assume office on the first meeting in January following the election except in the case of special elections when such elected official shall assume office at the first meeting following the certification of the election.

(d) After January 1, 1993, any mayor or councilmember who has been elected for two (2) consecutive four-year terms under the provisions of this Charter shall not be eligible to be elected for the same position of mayor or councilmember for the succeeding term; however, nothing contained herein shall prevent a person who has served as mayor for two (2) consecutive four-year terms to be eligible and qualified to be elected for a position as councilmember for the succeeding term. Likewise, nothing contained herein shall prevent a person who has served as councilmember for two (2) consecutive four-year terms to be eligible and qualified to be elected for a position as mayor for the succeeding term.

(e) The candidate for each respective office who shall receive the majority of votes cast for such office by the electors of said city shall be elected to such office.

(f) Candidates elected to office shall on or before the day of assuming office qualify by taking and subscribing before the municipal judge, the mayor, or some other officer authorized by law to administer oaths, the following oath: "I do solemnly swear or affirm that I will well and truly perform the duties of (mayor) (mayor pro tem) (councilmember) of Peachtree City by adopting such measures as in my judgment shall be best calculated to promote the general welfare of the inhabitants of Peachtree City and that I will support and defend the Charter and ordinances thereof as well as the constitution and laws of the State of Georgia and of the United States of America. So help me God." Such oath shall be filed with the city clerk, who shall record the same upon the minutes of the meeting of the council of Peachtree

City, next following such filing, unless such oath is filed during a regular meeting of the said council in which latter case such oath shall be recorded upon the minutes of the meeting then in session.

Sec. 2.8. Filling vacancies on council.

(a) In the event that the office of mayor, or the office of any one or more of the councilmembers shall become vacant by death, resignation, removal or otherwise, and said vacancy or vacancies are for unexpired terms of twelve (12) months or less, then said vacancy or vacancies may be filled by appointment and selected by majority vote of the remaining members of the mayor and council in the case of vacancies in said council, and by the councilmembers in the case of a vacancy in the office of mayor.

(b) Persons so selected shall be duly qualified to fill such vacancies for the unexpired terms.

(c) Unless provided otherwise by ordinance, the mayor, or in the case of a vacancy in the office of mayor, the mayor pro tem, shall determine the procedure for council to follow in the appointment process; provided, however, that such procedure shall comply with the laws of the state and of the United States and, further, provided that such procedures are given to the members of council at least ten (10) days before the meeting during which such appointment is to be made.

(d) Should such vacancy or vacancies exceed twelve (12) months then a special election shall be called to determine the person who shall fill the unexpired term. The date of such special election shall comply with the laws of the state and of the United States. In the event of such vacancy or vacancies which exceed twelve (12) months, the city council may appoint an individual or individuals to fill such vacant office or offices until the date of the next available election. In no event shall any appointment be for a period exceeding one year.

Sec. 2.9. Declaration of vacancy in office of mayor or councilmember.

Should the mayor or any member of the council fail or refuse to perform the duties of his office for the term of three (3) consecutive months, or should any officer-elect refuse to qualify, the office may be, in the discretion of the majority of the remaining members of the council, declared vacant and the vacancy filled as above provided.

Sec. 2.10. Compensation of mayor and councilmembers as fixed; expenses of office allowable.

(a) The mayor shall receive an annual salary and each councilmember shall receive such annual salary as shall be established by ordinance during the proceeding term for which such official shall have been appointed or elected. Said salaries shall be paid in twelve (12) equal monthly installments on or before the last day of each month.

(b) In addition to their salaries, each councilmember may be reimbursed for actual out of pocket expenses incurred on behalf of the city as provided by ordinance.

(c) The city council may also provide for payment of all reasonable expenses which may be incurred by the mayor in the discharge of his duties, including such staff as may be appointed by the mayor.

Sec. 2.11. Organization of council; mayor pro tem; provisional mayor pro tem.

(a) The city council shall at its organizational meeting and thereafter at its first regular meeting in January of each year, elect one of its members mayor pro tem for a term of one year.

(b) Before entering on the discharge of his duties the mayor pro tem shall, in addition to the oath taken as councilmember, take the oath prescribed for mayor pro tem.

(c) In case neither the mayor nor mayor pro tem can attend to or discharge the duties of mayor, whatever the cause, the city council shall elect a provisional mayor pro tem to act until a mayor or mayor pro tem can act, from its membership, who shall take the same oath and be clothed with all of the rights, power and authority of mayor until a mayor or mayor pro tem can act.

Sec. 2.12. Council Interference with Administration.

The city council and its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager except for purposes of gathering needed information which is of routine matters or is the type of information which such officers and employees can easily and quickly assemble. Except as provided above, the city council and its members shall not give orders directly to such officers and employees, either publicly or privately, but shall coordinate all orders and instructions through the city manager.

Sec. 2.13. Appointment of officers by council; removal.

The city council shall at its organizational meeting and thereafter at the discretion of city council appoint a clerk, a city attorney, a city auditor, a city judge, a city manager and any other city positions as required by ordinance. Such appointed individuals, after their initial appointment, need not be reappointed on an annual basis but shall serve subject to the pleasure of the mayor and council and may be removed from office by the council at any time; provided, further, that the mayor may suspend any such individual pending a meeting of the council to make a formal decision on the appropriate action to take.

Sec. 2.14. City Clerk.

The city council shall appoint a city clerk who shall not be a councilmember. The city clerk shall be the custodian of the official city seal and city records; maintain city council records as required by state law or by ordinance; and perform such other duties as may be required by the city council. The city clerk shall report to the city manager and shall be subject to all of the rights, privileges and obligations of the city's personnel policies; however, the city clerk can be terminated or removed from such position only by the city council. The city council may appoint the city manager to serve as the city clerk.

Sec. 2.15. City Attorney.

The city council shall appoint a city attorney, which may be a law firm, and shall provide for the payment of such attorney for the services rendered to the city. The city attorney shall be responsible for the representation and defense of the city in all litigation in which the city is a party and will coordinate such representation with all attorneys provided to the city through applicable insurance contracts, if any; shall be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the city council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of the person's position as city attorney.

Sec. 2.16. City Auditor.

The city council shall appoint a city auditor who shall be a certified public accountant or accounting firm to ensure that the city's financial records are kept appropriately and according to the laws of this state and of the United States. The city auditor shall conduct an annual independent audit of all city accounts, funds and financial transactions. The audit shall be conducted according to generally accepted auditing principles.

Sec. 2.17. City Judge.

The city council shall appoint a city judge pursuant to the requirements of Section 8.2.

Sec. 2.18. City Manager

The mayor and council shall appoint and contract with a city manager who shall serve subject to the pleasure of the mayor and council for a term as set forth in the contract and according to state law. The title of such officer shall be city manager of the city. His salary shall be determined by the mayor and council and included as a part of the contract. Such officer shall be the chief administrative and operational officer of the city and shall perform such executive duties as may be delegated by the mayor and council. The city manager's job performance shall be evaluated and subject to review annually by the mayor and council.

Sec. 2.19. Officers ^{appointed} elected by council to perform described duties and give bond.

All officials appointed by said council shall discharge such duties in addition to those prescribed in this act as are, or may be, prescribed by ordinances of said council and shall give such bonds for the faithful discharge of their respective duties as said council may require; provided, the surety on the bond shall be a duly authorized guaranty or surety company, qualified to transact business in this state.

Sec. 2.20. Police department.

The city council shall create a police department which shall consist of a chief of police and such other police officers as the city council shall provide. Subject to the requirements of the laws of the state and of the United States, it shall be the duty of the chief of police and the police officers to make arrests, within and without the limits of said city of all persons violating any ordinance of said city, and to make arrests of all persons who have violated the penal statutes of this state or of the United States, either with or without warrant or summons therefor. They shall have power to release all persons upon such bond as may be prescribed by such ordinances. Said police force shall be so uniformed and armed as to be readily recognized by the public as peace officers, the arms and uniform to be furnished by the city and to remain the property of the city.

Sec. 2.21. Fire department.

The city council shall create a fire department which shall consist of a chief and such other officers as the city council shall provide. It shall be the responsibility of this department to provide the citizens of the city protection from fires and other such hazards as the city council shall deem appropriate. Additionally, the fire department may offer emergency medical services to the citizens of the city as deemed appropriate by the city council.

Sec. 2.22. Other divisions and departments; employees thereof.

The city council shall be and it is hereby authorized, without any further specific authorization on the part of the General Assembly, to create by proper ordinances such other divisions and departments and to prescribe their functions and the duties of the affairs and employees of such departments as it may deem necessary and for the best interest of the residents of Peachtree City.

ARTICLE III. REGISTRATION OF ELECTORS; ELECTIONS

Sec. 3.1. Qualifications of electors.

No person shall vote in any primary or election conducted by the city unless he shall be duly registered and possesses the qualifications prescribed by O.C.G.A. § 21-2-216 as now or hereinafter amended.

Sec. 3.2. Voting by person not qualified therefore.

Any person voting at any election of said city who is not a qualified voter according to the provisions of this charter, shall be guilty of a misdemeanor, and upon conviction therefor shall be punished as prescribed in the penal code of this state.

Sec. 3.3. Applicability of General Law.

All primaries and elections shall be held and conducted in accordance with the Georgia Municipal Election Code (Title 21, Chapter 3 of the Official Code of Georgia Annotated) as now or hereinafter amended.

ARTICLE IV. TAXATION; LICENSES; BORROWING

Sec. 4.1 Property Tax.

The city council may assess, levy and collect an ad valorem tax on all real and personal property within the corporate limits of the city that is subject to such taxation by the state and county. This tax is for the purpose of providing revenues to defray the costs of operating the city government, of governmental services, for the repayment of principal and interest on bonded indebtedness and other proper debts of the city, and for any other public purpose as determined by the city council in its discretion.

Sec. 4.2 Millage Rate; Due Dates; Payment Methods.

The city council, by ordinance, shall establish a millage rate for the city property tax with a due date as established by the Fayette County Tax Commissioner. The Fayette County Tax Commissioner shall be the official tax commissioner for the city; however, if the Fayette County Tax Commissioner fails or refuses to act as such, then the Director of Financial Services shall be the official tax commissioner for the city and shall have all the necessary duties and powers to carry out this position as permitted by law.

Sec. 4.3 General Obligation Bonds.

The city council shall have the power to issue bonds for the purpose of providing revenue to accomplish any project, program or venture authorized under this charter or the laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

Sec. 4.4 Revenue Bonds.

Revenue bonds may be issued by the city council as state law now or hereafter provides. Such revenue bonds are to be serviced out of any revenue produced by the project, program or venture for which they were issued and shall not be a general obligation of the city.

Sec. 4.5 Short-Term Loans.

The city, with the approval of city council, may obtain short-term loans and must repay such loans not later than December 31 of each year, unless otherwise provided by law.

Sec. 4.6 Lease-Purchase Contracts.

The city, with the approval of city council, may enter into multi-year lease, purchase or lease-purchase contracts for the acquisition of goods, materials, real and personal property, services, and supplies provided the contract terminates without further obligation on the part of the municipality at the close of the calendar year for which it may be renewed. Contracts must be executed in accordance with the requirements of section 36-60-13 of the Official Code of Georgia Annotated, or other such applicable laws as are or may hereafter be enacted.

Sec. 4.7 Occupational, Business, and Other Taxes.

The city council by ordinance shall have the power to levy such occupation, business, and other taxes as are not denied by law. The city council may classify businesses, occupations or professions for the purpose of such taxation in any way which may be lawful and may compel payment of such taxes as provided herein.

Sec. 4.8 Regulatory Fees; Permits.

The city council by ordinance shall have the power to require businesses or practitioners doing business within the city to obtain a permit for such activity from the city and pay a regulatory fee for such permit. Such fees shall reflect the total cost to the city of regulating the activity, and if unpaid, shall be collected as provided herein.

Sec. 4.9 Franchises.

(a) The city council shall have the power to grant franchises for the use of the city's streets by telephone companies, electric companies, electric membership companies, cable television and other telecommunications companies, gas companies, transportation companies and other similar organizations. The city council shall determine the duration, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises; provided, however, no franchise shall be granted for a period in excess of 35 years and no franchise shall be granted unless the city council receives just and adequate compensation therefor. The city council shall provide by ordinance for the registration of all franchises.

(b) If no franchise agreement is in effect, the city council has the authority to impose a tax on gross receipts for the use of the city's streets for the purposes of railroads, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies and other similar organizations.

Sec. 4.10 Collection of Delinquent Taxes and Fees.

The city council, by ordinance, may provide generally for the collection of delinquent taxes, fees, or other revenue due the city by whatever means as are not precluded by law. This shall include providing for the dates when taxes or fees are due; late penalties and/or interest; issuance and execution of fi.fa.'s; creation and priority of liens; making delinquent taxes and fees personal debts of the persons required to pay the taxes or fees imposed; revoking city permits for failure to pay any city taxes or fees; and providing for the assignment or transfer of tax executions.

Sec. 4.11. Authority to license, regulate and control business and other activities.

Unless otherwise prohibited by law, the city council of said city shall have full power and authority to license, regulate and control all businesses and activities of every kind and character carried on within the corporate limits of said city unless prohibited from doing so by law.

Sec. 4.12. Revoking licenses and prohibiting operation.

(a) Unless otherwise prohibited by law, the city council of said city may revoke the license of, or prohibit the operation of, any business or establishment, in the event the same becomes a nuisance or is dangerous, hazardous or injurious to the health or morals of the inhabitants of said city.

(b) No revocation or prohibition shall occur without giving written notice to the person, firm or corporation conducting such business, said notice stating the reasons why such license is being revoked or prohibition is occurring, and affording such person, firm or corporation an opportunity to be heard on the question before the said council, the said notice setting forth the time and place of the hearing on the revocation or prohibition. At said hearing the person holding said license or conducting said business, or

the firm or corporation holding or conducting the same, may submit to said council whatever evidence he may desire touching upon the question of revocation of such license or prohibition of such business.

(c) The decision of the city council revoking any such license or prohibiting such business shall be final.

ARTICLE V. PERSONNEL

Sec. 5.1 Position Classification and Pay Plans.

The city manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval. Such plan may apply to all employees of the city. When a pay plan has been adopted, the city council shall not increase or decrease the salary range applicable to any position except by amendment of such pay plan.

Sec. 5.2 Personnel Policies.

All employees serve at-will and may be removed from office at any time unless otherwise provided in this charter, by ordinance, or by adopted contract or personnel policies.

Sec. 5.3. Social security, hospitalization and workmen's compensation benefits for employees authorized.

The city council shall be authorized to provide insurance, retirement and other pension benefits, workmen's compensation benefits for its employees, their dependents and survivors, and shall be authorized to expend funds of said city. The city council shall be authorized to provide for social security benefits for its employees as provided by the laws of the United States.

ARTICLE VI. COUNCIL POWERS AS TO ANIMALS, EMINENT DOMAIN AND STREETS

Sec. 6.1. Council powers as to animals and fowl.

The city council of said city shall have the power and authority

(1) to prevent all animals and fowl from running at large in said city;

(2) to prevent and prohibit the keeping of grazing, herd, and other traditional farm animals within the city limits, or to regulate the manner in which they must be kept if allowed to remain;

(3) to impound such animal, or animals as referred to above when found upon the streets of said city, and to charge such fees for same as they may prescribe, and in addition thereto charge for the keep of such animal or animals so impounded;

(4) to sell such animals as referred to above when the owner or owners of such animal or animals so impounded, shall fail or refuse to pay the impounding fee and cost of keeping said animal or animals, and the proceeds applied to the payment of said fee and cost of keeping said animal or animals; or

(5) to dispose of such animals under such rules and regulations as may be prescribed by said council.

Sec. 6.2. Condemnation of property for municipal purpose; eminent domain.

(a) The city council of said city shall have full powers and authority to condemn property to carry out any and all lawful purposes in the furtherance of its corporate functions, both governmental and proprietary, and when the power and authority granted by this section is exercised by said council it may be done, whether the land to be condemned is in the hands of an owner, trustee, administrator, guardian or

agent in the manner provided by Title 22 of the Official Code of Georgia Annotated and the acts amendatory thereof which by this reference thereto is incorporated herein as if set forth verbatim.

(b) This right of condemnation by the city shall extend beyond its corporate limits where the property to be condemned is needed by the city and is deemed useful by the council to afford and make available to the city such property for use in development and thereafter the operation, maintenance, repair, extension and improvement to any city facility, either governmental or proprietary.

(c) Without limiting the generality of the foregoing the city shall have full and complete power and authority to exercise the power of eminent domain to acquire rights to take water from navigable and nonnavigable streams and from lakes and other places within and without the corporate limits of said city and within and without the County of Fayette; and to exercise such power of eminent domain to acquire land or any interest therein, within and without the corporate limits of said city and within and without the County of Fayette, necessary for water, sewer, other utilities, and airport property and facilities, together with the usual and necessary appurtenances therefor, or such land or any interest therein necessary in order to lay out, grade, open, pave, straighten, maintain, elevate, lower, improve and relocate, streets, sidewalks, alleys, recreational paths, and ways on, in, across, along, through, under or over private property, and property already devoted to public use, and particularly Fayette County School District property; and also under, over or across the rights-of-way of public utility companies, railroads, and all others having the right to acquire private property by exercise of the power of eminent domain or any similar power.

Sec. 6.3. Street powers.

(a) Said city shall have full and complete power and authority to open, lay out, grade, widen, construct, pave, re-pave, curb, and otherwise permanently improve any and all publicly owned streets, sidewalks, alleys, recreational paths, and ways, and to maintain, relocate, repair, re-pave, extend, abandon or close them, and to construct, maintain, repair, replace and remove street curbing, streets, sidewalks, alleys, recreational paths, or ways.

(b) (i) To provide funds for the purpose of improving or removing sidewalks, curbing and sewer, the associated construction costs, except costs of sewers which cannot serve the abutting real estate nor the owners thereof, may be assessed against the abutting real estate and owners thereof, but only on the side of the street on which such improvements are made, if on one side only.

(ii) To provide funds for these purpose of improving or removing streets, alleys and ways, one-third of the associated construction costs may be assessed against abutting real estate and owners thereof on one side of such street, and one-third ($\frac{1}{3}$) against abutting real estate and the owners thereof on the other side, the city paying the remaining third. In real estate subdivisions all street construction costs may be assessed against the abutting real estate and owners thereof.

(iii) To provide funds for these purpose of improving or removing recreational paths, one-half of the associated construction costs may be assessed against the owners of and all real estate situated in a subdivision to which or in which such new recreational paths are constructed or removed. The city shall pay the remaining one-half.

(c) Cost of maintenance and repair of all city streets shall be paid out of the city treasury except in special cases provided for by city ordinance.

ARTICLE VII. PUBLIC IMPROVEMENTS; ASSESSMENT

Sec. 7.1 Improvement assessment.

(a) Provision shall be made by ordinance for all sewer, sidewalk, street, alley, recreational path, way, or street curbing construction, maintenance or repairs if any part of the cost thereof is to be assessed against abutting or other real estate or the owners thereof.

(b) After the first reading of such ordinance, notice that it has been introduced shall be published one time by the city clerk in the legal organ of the city to appear at least eight (8) days before final passage of said ordinance. Said notice shall state that such ordinance has been introduced in the council and shall include a general description of the improvement, its location, estimated cost, and shall state that the actual cost or such part thereof as the ordinance provides, will be assessed against the abutting real estate and the owners thereof, or against such real estate and the owners thereof as shall be benefitted by such improvement, and that anyone objecting to such improvement, or objecting to the amount of his or her assessment may appear and make such objections at the next regular meeting of the council after the expiration of said eight (8) days. Notice shall also be sent by the city clerk via certified mail to the owners of such property at the street address of all real estate which is affected by the assessment. Receipt of the notice by the owner of the real estate is not required. Information concerning names of owners and street addresses obtained from the Fayette County Tax Commissioner's Office shall be deemed to be adequate for the purposes of providing this notice. No other or further notice of any kind shall be required, but if some other notice is given or ordered to be given, failure to give such additional notice shall not invalidate such ordinance or the assessment of such costs or the lien herein created against such abutting or other real estate nor the ordinance assessing the costs of such improvement. The second reading of such ordinance shall not be waived until the expiration of said eight (8) days after said publication of notice required by this section. But after the expiration of said eight (8) day notice such ordinances may be taken up and adopted at any regular meeting of the council without further notice.

Sec. 7.2. Improvement assessment against public property.

When the city council orders any sewer, sidewalk, street, alley, recreational path, way, or street curbing paved or otherwise improved, upon which any public property abuts, the city council shall assess the cost of such improvements against said public property in the same manner and to the same extent as it does where private property is assessed. And when any sewer, sidewalk, street, alley, recreational path, way, or street curbing is paved or otherwise improved upon which public property abuts and the public officer or agency controlling such public property fails or refuses to pay the assessed cost of such improvements the city council shall enforce payment of the same by levy and sale, mandamus or other appropriate legal proceedings; provided, such action for collection of the assessed cost of such improvements upon which public property abuts may be defended by the authorities in control of said public property by proving that the amount claimed to be due, or some part thereof, is not justly due or owing by said authorities; and, provided further, that when any action is begun and said authorities admit that part of the amount claimed is due, the amount so admitted to be due shall be paid as a condition precedent before any defense shall be heard by any court.

Sec. 7.3. Scope of improvement assessment.

(a) Cost assessed against abutting or other property and the owners thereof for sewer, sidewalk, street, alley, recreational path, way, or street curbing shall, except as otherwise provided by this act,

include all cost of such improvement, including necessary engineering, surveying, ditching, back filling, grading, blasting, dynamiting, pipe, and all other labor and materials, and shall include tearing up and reconstructing, re-paving, repairing and replacing of sewer, sidewalk, street, alley, recreational path, way, or street curbing, and extending, relocating and regrading for any of these, to the private property line of the property assessed.

(b) Expense of maintenance and repairs of street, alley, recreational path, or way shall not be assessed against abutting real estate, but cost of maintenance and repairs of sidewalks, curbing and service sewers may be so assessed.

Sec. 7.4. Lien for improvement cost.

(a) To secure costs of sewer, sidewalk, street, alley, recreational path, way, or street curbing assessed against abutting or other real estate and the owners thereof, and costs of repair of any of these, said city shall have a lien against such abutting real estate and the owners thereof, or against the real estate and the owners thereof for the primary benefit of which such improvement is made, from the date of adoption of the ordinance providing for the work and assessing the cost, which lien shall be prior and superior to all other except state, county and city taxes, and said city shall have the right to sell and transfer all such liens and claims to third parties, who shall be protected by the same lien and rights as the city has and holds against such property and the owners thereof.

(b) Nothing in this section shall be construed to deprive the property owner of the right of paying for said improvement in cash at the completion of the work if he desires to do so.

Sec. 7.5. Installment payment of improvement assessments.

When any sewer, sidewalk, street, alley, recreational path, way, or street curbing or other improvement shall be constructed, reconstructed, repaired or replaced, pursuant to an ordinance providing for the same and providing for assessment of the cost thereof, or a part thereof, against the abutting or other real estate, the owners thereof shall be allowed to pay for the same, except in case of repairs, as follows: One-fifth ($\frac{1}{5}$) cash and the balance in four (4) equal annual installments within the next four (4) years thereafter, with interest on said deferred installments at the rate of seven (7) percent per annum from the date of adoption of the final assessment ordinance.

Sec. 7.6. Assessment of sidewalk cost.

Sidewalks shall be constructed on one side of a street and the cost thereof assessed against the abutting real estate and owners thereof on that side of such street if the owners of more than fifty (50) percent of the street frontage on that side of said street so request. Sidewalks may be constructed on either or both sides of a street, and the cost thereof shall be assessed against the abutting or other real estate and the owners thereof, without the consent of any of such abutting or other real estate owners when the city council deems it proper or desirable for such sidewalks to be laid and they are not laid for the primary benefit of persons other than such abutting or other real estate owner.

Sec. 7.7. Due date of improvement assessments.

Costs assessed against property and the owner thereof for sewer, sidewalk, street, alley, recreational path, way, street curbing or other like or similar work shall all become due and payable in full if any installment is not paid within sixty (60) days from the day it is due.

Sec. 7.8. Execution for improvement assessments.

The city council shall have full power and authority to enforce collection of amounts so assessed

by execution against the real estate so assessed and the owner thereof at the date of the ordinance providing for the work, which execution, if not paid, shall be issued by the clerk of the city and levied on such real estate by the chief of police, as city marshal, or his lawful deputy, and after advertisement as in cases of sales for Peachtree City taxes, such property shall be sold at public outcry to the highest bidder for cash, if such execution and costs have not been previously paid; provided such property owner shall have the right to file an affidavit denying that the whole or some part of the amount for which the execution issued is owing or due, and stating what amount, if any, he admits to be owing, which amount so admitted to be owing shall be paid to the levying officer before the affidavit shall be received, which affidavit when received shall be returned to the Superior Court of Fayette County and there tried and the issue determined, as in case of illegalities, subject to all the penalties provided by law in cases of illegality filed for delay only.

Sec. 7.9. Payment of street paving cost by railroads; street tax on public carriers.

(a) Any street railroad company or other railway company having a track or tracks running along or across a street, alley, recreational path, or way of the city shall be required to pay the cost in full for paving or otherwise improving such street, alley, recreational path, or way between their tracks and two (2) feet on each side thereof.

(b) Any bus company or other public transportation company shall also be liable for such street taxes as the council may lawfully impose.

ARTICLE VIII. MUNICIPAL COURT

Sec. 8.1. Creation. (a) There is hereby established a court to be known as the "Municipal Court of Peachtree City" which shall have jurisdiction and authority to try offenses against laws and ordinances of said city and to punish for a violation of the same.

(b) This court shall have the power

(1) to enforce its judgments by the imposition of such penalties as may be provided by law;

(2) to punish witnesses for nonattendance, and to punish also any person who may counsel or advise, aid, encourage, or persuade another whose testimony is desired or material in any proceeding before said court, to go or move beyond the reach of the process of the court;

(3) to try all offenses within the territorial limits of Peachtree City constituting traffic cases which, under the laws of Georgia, are placed within the jurisdiction of municipal courts to the extent of and in accordance with the provisions of such laws and all laws subsequently enacted amendatory thereof;

(4) to establish bail or recognizance to insure the presence of those charged with violations and to prescribe the conditions of forfeiture of the same; and

(5) to administer oaths and to perform all other acts necessary and proper to the conduct of said court.

(c) The presiding officer of such court shall be known as the judge.

(d) Said court shall be convened at such times as designated by ordinance or at such times as deemed necessary by the judge to keep current the dockets thereof.

(e) The court shall sit at a place designated by the council.

Sec. 8.2. Judge.

(a) No person shall be qualified or eligible to serve as judge unless he shall have attained the age

of twenty-one (21) years, and shall not have been convicted of a crime involving moral turpitude.

(b) No person shall be qualified or eligible to serve as judge unless he shall be a licensed member of the Georgia State Bar, in good standing, who is also licensed to practice law in the State of Georgia.

(c) Neither the mayor, any member of council, appointed officer, nor any employee of Peachtree City shall be qualified or eligible to serve as judge.

(d) The judge shall be appointed by the city council and shall serve at the discretion of the city council. The compensation of the judge shall be fixed by the city council.

(e) The judge pro hac vice shall serve in the absence or disqualification of the judge; shall have the same qualifications as the judge; and shall be appointed by the city council.

(f) Before entering on duties of his office, the judge or judge pro hac vice shall take an oath before the mayor or mayor pro tem, that he will truly, honestly and faithfully discharge the duties of his office to the best of his ability without fear, favor or partiality. This oath shall be entered upon the minutes of the meeting of the mayor and council.

Sec. 8.3. Jurisdiction.

(a) Unless a lesser penalty is provided by ordinance or a greater penalty is provided by general law, the judge shall have power to impose fines, costs and forfeitures for the violation of any law or ordinance of Peachtree City passed in accordance with this Charter as follows:

(1) to impose a fine in an amount not to exceed one thousand dollars (\$1,000.00) for each offense;

(2) to imprison offenders for a period of not more than six (6) months for each offense;

(3) to commit offenders to community service for not more than forty (40) hours per week for a period of not more than six (6) months for each offense; and

(4) to combine any one or more of these punishments in the discretion of the judge.

(b) Said judge shall not have the authority to inflict a greater punishment for contempt than to impose a fine of two hundred dollars (\$200.00) or imprisonment not exceeding ten (10) days, or any combination of the two.

(c) The judge shall be authorized to issue warrants for offenses committed within the corporate limits of Peachtree City, which warrants may be executed by any police officer of said city, and to commit the offenders to jail or admit them to bail or recognizance in bailable cases for their appearance at the next term of court of competent jurisdiction.

(d) The judge is hereby authorized to issue subpoenas to compel the attendance of witnesses to said municipal court, and to issue such other processes as may be necessary for the proper administration of said court.

(e) The municipal court shall also have concurrent jurisdiction with that of the magistrate over offenses against the criminal laws of the state committed within the corporate limits of the city.

(f) Except as may be herein otherwise specified, the judge is vested with all of the jurisdiction and powers as to the entire area within the corporate limits of Peachtree City.

(g) The municipal court is specifically invested with all jurisdiction and powers throughout the entire area within the corporate limits of the city granted by state laws generally to municipal courts and particularly such laws as authorized the abatement of nuisances.

(h) Said judge is hereby authorized to administer oaths.

Sec. 8.4. Right of judicial review of final judgments and sentences.

Any defendant who is dissatisfied with the judgment or sentence of the municipal court shall have the right to seek review of said judgment or sentence by filing a petition for the writ of certiorari in the superior court of Fayette County as provided by the general law of this state. Upon the filing of a notice of intention to petition for certiorari with the clerk of the municipal court in writing and within ten (10) days after the date of the final judgment, it shall be the duty of the judge of said court to assess a reasonable bond pending the review of the judgment of conviction, with such surety or sureties to be approved by the clerk of said court, and such bond, when filed and approved as provided herein, shall act as a supersedeas of judgment until the final judgment of the superior court.

Sec. 8.5. Court costs.

In all cases in the municipal court of Peachtree City, the costs incurred and allowable herein may be computed under the provisions of the laws of the State of Georgia fixing costs in the courts of said state or the city council may establish by ordinance a schedule of fees to defray the costs of operation. The council may also provide a uniform scale of costs of the clerk and police officers of said city for all services in the arrest and prosecution of offenders in the municipal court and in the issuance and collection of tax and other executions; and for their collections and payment into the city treasury.

Sec. 8.6. Rules for court.

With the approval of the mayor and council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the business of said court; provided, however, that the mayor and council may adopt in part or in toto the rules and regulations relative to the procedures to the operation of the superior courts under the general laws of the State of Georgia.

ARTICLE IX. GENERAL PROVISIONS

Sec. 9.1. Existing Ordinances, Resolutions, Rules and Regulations.

All ordinances, resolutions, rules and regulations now in force in the city not inconsistent with this charter are hereby declared valid and of full effect and force until amended or repealed by the city council.

Sec. 9.2. Existing Personnel and Officers.

Except as specifically provided otherwise by this charter, all personnel and officers of the city and their rights, privileges and powers shall continue beyond the time this charter takes effect until otherwise decided by the city council.

Sec. 9.3. Pending Matters.

Except as specifically provided otherwise by this charter, all rights, claims, actions, orders, contracts and legal or administrative proceedings shall continue and any such ongoing work or cases shall be completed by such city personnel or officers as may be provided by the city council.

Sec. 9.4. Severability.

If any article, section, subsection, paragraph, or sentence of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional, it being the legislative intent in enacting this charter that each article, section, subsection, paragraph and sentence be enacted separately and independent of each other.

Sec. 9.5. Gender.

The use of masculine pronouns in the charter shall include the feminine.

Sec. 9.6. Repealer.

All other laws and parts of laws in conflict with this charter are hereby repealed.

Sec. 9.7. Effective Date.

This charter shall become effective on its passage.

Done, Ratified and Passed this _____ day of _____, 2001.

Mayor

City Council

City Clerk

Attest

ORDINANCE #763

AN ORDINANCE TO ADD ARTICLE IV, SECTION 2-126 OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR THE ORGANIZATIONAL STRUCTURE OF THE MUNICIPAL GOVERNMENT AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 2-126 be added as follows:

ARTILCE IV. DIVISIONS

DIVISION 1. GENERALLY

Sec. 2-126 Organization

(a) The municipal government workforce shall be organized into six divisions reporting to the City Manager as follows:

(1) The Administrative Services Division, headed by the Administrative Services Director/City Clerk, shall be responsible for the Municipal Court, public information, human resources and City Clerk functions ~~and the operation of City Hall~~.

(2) The Developmental Services Division, headed by the Developmental Services Director, shall be responsible for planning, zoning, engineering, building inspection and code enforcement functions.

(3) The Financial Services Division, headed by the Financial Services Director, shall be responsible for the financial, accounting, treasury, information technology, purchasing, payroll, accounts receivable, accounts payable and budgeting functions.

(4) The Leisure Services Division, headed by the Leisure Services Director, shall be responsible for the Library, Recreation, parks and leisure facilities maintenance functions.

(5) The Public Safety Division shall be divided into two separate departments, each of which shall be regarded as a division:

(A) The Police Department, headed by the Police Chief, shall responsible for law enforcement, security, and safety educational functions.

(B) The Fire Department, headed by the Fire Chief, shall be responsible for fire suppression, fire prevention, fire inspections, fire investigations, public fire and life safety education, technical rescue, hazardous materials response and mitigation, emergency planning and management, and emergency medical

services functions.

(6) The Public Services Division, headed by the Public Services Director, shall be responsible for the Public Works functions, including the maintenance of city facilities, properties, infrastructure, vehicles and equipment, signage, and recycling functions.

(b) Each director or chief oversees the operations of the respective division and supervises the department heads within the division. The directors/chiefs report directly to the City Manager, serving in the capacity of Chief Administrative Officer, and, along with the city manager, comprise the city's senior management team.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ____ day of _____, 2001.

Mayor

City Council

City Clerk

Attest

ORDINANCE #764

AN ORDINANCE TO ADD SECTION 2-22 OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR THE PROCEDURE FOR APPOINTING COUNCIL MEMBERS OR MAYOR, AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 2-22 be added as follows:

In the event that city council is authorized to appoint an individual to fill a vacancy on the council, the following procedure shall be followed:

- (1) Within five (5) days of the occurrence of a vacancy on the city council, the mayor shall declare that a council seat is vacant and shall direct the city clerk to publish a notice in the legal organ of the city that the seat is vacant and that the city will accept applications from all citizens who are legally eligible to hold an elected council position.
- (2) Applications shall be accepted by the city clerk beginning Monday following the date the notice set forth in section 2-22(a) is published. Applications shall be accepted for one business week from 8:30 a.m. to 4:30 p.m. Monday through Friday unless such week contains a legal holiday in which case applications shall be accepted on the remaining business days of that week.
- (3) During the week following the acceptance of the applications on a date and time set by the mayor, the city council shall interview all of the applicants in a public meeting. The interviews shall consist of an oral presentation of no more than five minutes made by each candidate to the city council and no more than two questions from any single member of the city council to each applicant.
- (4) After all of the interviews are completed, each member of the city council shall rate the four applicants of whom he or she would like to have as a finalist for the appointment. The council members shall give a rating of "4" to his or her favorite applicant, a "3" to his or her next favorite, and so forth. If there are only three or four applicants, then the city council shall rate only two such applicants. If there are only two applicants, then the city council shall exclude this vote and proceed on to the procedure set forth in section 2-22(f).
- (5) The four applicants who receive the highest aggregate points shall be the four finalists. If more than one applicant ties for the fourth highest aggregate points, then all of those applicants who so tied shall also be included as a finalist. If the city council is only selecting two applicants to be finalist as provided in section 2-22(d), then the same procedure as set forth in this section shall be followed, but for only two finalists as opposed to four.

- (6) The finalists shall be further interviewed by the city council. After the interviews are completed, the mayor shall instruct the city council to rank each of the finalists in writing by assigning the number equal to the number of finalists for his or her favorite finalist (e.g., if there are four finalists, then the favorite would receive a ranking of "4"), a ranking of one less than the number of finalists for his or her second favorite (e.g., if there are four finalists, then the second favorite would receive a ranking of "3"), and so forth so that a numerical rating is given to each finalist. The finalist with the highest aggregate score shall be appointed as a council member for the vacant seat. In case there is a tie for the finalist with the highest aggregate score, then the mayor shall instruct the city council to vote publicly between the finalists who tied with the highest aggregate score. In the event the city council divides its vote equally between these finalists, then the finalist who received the highest aggregate score next to the two finalists who tied for the actual highest aggregate score shall be appointed to the city council. In the event of a tie for the next highest aggregate score, then the procedure set forth above shall continue until a finalist is selected to by the city council to fill the vacant seat.
- (7) All written votes shall be counted by the city manager and city attorney.
- (8) All written votes shall contain the name of the voting council member and shall be maintained following the meeting by the city clerk. All written votes are open records.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ____ day of _____, 2001.

Mayor

City Council

City Clerk

Attest

ORDINANCE #765

ORDINANCE #766

ORDINANCE #767

AN ORDINANCE TO ADD SECTION 2-39 OF THE PEACHTREE CITY CODE OF
ORDINANCES TO PROVIDE FOR THE MAINTENANCE OF COUNCIL MEETING
MINUTES AND AUDIO TAPES AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it
is hereby ordained by authority of the same, that Section 2-39 be added as follows:

The city clerk shall maintain all minutes and audio tapes of each city council meeting.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ___ day of _____, 2001.

Mayor

City Council

City Clerk

Attest

ORDINANCE #768

AN ORDINANCE TO ADD SECTION 46-15 OF THE PEACHTREE CITY CODE OF
ORDINANCES TO PROVIDE FOR THE ESTABLISHMENT OF COURT COSTS AND FOR
OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it
is hereby ordained by authority of the same, that Section 46-15 be added as follows:

Unless otherwise established by ordinance, court costs shall be as determined by the
judge of the municipal court.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ___ day of _____, 2001.

Mayor

City Council

City Clerk

Attest

ORDINANCE #769

AN ORDINANCE TO ADD SECTION 2-39 OF THE PEACHTREE CITY CODE OF ORDINANCES
TO PROVIDE FOR THE PUNISHMENT OF INDIVIDUALS FOUND TO BE IN CONTEMPT OF
COUNCIL BY THE MAYOR AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby
ordained by authority of the same, that Section 2-39 be added as follows:

Should the mayor find any individual to be in contempt of council at any council meeting, then the mayor shall have the authority to require the offending individual to leave council chambers immediately (and city hall, if necessary in order for the city council to conduct business) and provide the offending individual with a right to be heard by all members of council at the next scheduled council meeting on the subject of the contempt. Should the mayor find the offending individual to be in contempt of council at the subsequent meeting, then the mayor shall have the right to require the offending individual to leave the council chambers immediately (and city hall, if necessary in order for the city council to conduct business). The offending individual shall have the right to remain outside of the council chambers (or outside of the city hall building, if the offending individual is attempting to interfere with the orderly conduct of city council business) subject to the other laws of the United States of America, the State of Georgia and the ordinances of the city.

For the purposes of this ordinance, the phrase "contempt of council" shall mean:

(1) an act which is so disruptive, including but not limited to (a) booing, hissing, or other inappropriate noises after being instructed by the mayor or mayor pro tem to cease, (b) screaming, and (c) yelling, that the meeting of city council is hindered to the point that the city's business cannot be conducted;

(2) the use of fighting words at a meeting of the city council directed to the mayor, a city council member, city official, city staff, or any member of the public who is also in attendance at the meeting;

(3) the use of violent physical force against another person including assault and battery at a meeting of the city council; and

(4) the threat of future physical harm made at a meeting of the city council directed to the mayor, a city council member, city official, city staff, or any member of the public who is also in attendance at the meeting.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ____ day of ____, 2001.

Mayor

City Clerk

City Council

ORDINANCE #771

ORDINANCE NO. 771

AN ORDINANCE TO DELETE SECTION 2-212 OF THE PEACHTREE CITY CODE OF ORDINANCES AND TO REPLACE IT WITH THE FOLLOWING ORDINANCE TO PROVIDE FOR THE PROCEDURE FOR APPOINTING CHIEF OF THE POLICE DEPARTMENT, ACCOUNTABILITY OF POICE DEPARTMENT PERSONNEL AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 2-212 be deleted and replaced with the following:

- (1) The chief of the police department shall be appointed by the mayor and council based upon recommendations received by the city manager. The chief of the police department shall serve without reappointment until terminated according to city policies or otherwise resigns.
- (2) All other police department personnel shall be accountable to the chief of the police department and to the city manager.
- (3) All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ____ day of _____, 2001.

Mayor

City Council

City Clerk

Attest

ORDINANCE #772

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers
FROM: City Manager 
DATE: August 10, 2001
SUBJECT: City Attorney Costs & In-House Counsel Report

Attached is the report submitted by Mr. Murray Weed, working with Councilmember Rapson and Paul Salvatore, regarding the feasibility of In-House Counsel for the City Attorney/Solicitor positions. Mr. Weed will be present at the August 16 Council meeting to present his findings and make a recommendation to Council.

JB/bt

Report to Mayor and Council
Regarding Feasibility of In-House Counsel

Report Submitted By:

Murray J. Weed

Contributions By:

Councilman Steve Rapson

Paul Salvatore

Executive Summary

Issue

Whether or not in-house legal counsel would be more cost effective and feasible for use than outside counsel for the provision of legal services in Peachtree City, Georgia?

Brief Answer

No. It is the opinion of the authors that based upon the current population and current services provided that in-house counsel would not be a less expensive means to provide the current level of legal services that are being contracted with outside counsel. However, if the population rises to fifty thousand (50,000) people or the legal workload and hourly rate continues to increase, hiring in-house counsel should be reconsidered. While we do not recommend a change at this time hiring a non-appointed staff attorney could be useful and less expensive than a complete in-house transition while providing most of the advantages of in-house counsel without the greater costs. It should be considered however that the staff attorney, as an employee, would probably not carry their own errors and omissions insurance in case of malpractice.

Brief Analysis

Based upon the current population there is one (1) other similarly situated City in the State of Georgia which has in-house counsel, that office has two (2) people, and maintains the salary benefits and all overhead including a law library to provide legal services. The operation does not provide prosecutorial services. While prosecutorial service for Peachtree City is bid as a separate item from general legal services currently, one (1) law firm is providing both. In addition, the current provision of legal services is being provided by a firm with ten (10) lawyers; therefore the appointed City Attorney has access to a variety of experience, education, and legal opinions for ease of consultation.

There are a variety of advantages and disadvantages to the provision of in-house and contract counsel including the ability of in-house counsel to react almost instantaneously to legal situations as they arise, which outside counsel most often cannot do, and the ability of in-house counsel to participate in the administration of the government, often times as de facto Assistant City Manager. However, these advantages must be weighed against cost and the ability to have access to a number of legal minds rather than one (1) mind. The same analysis is applicable to a staff attorney. While costs would be far less the City would still need outside counsel and a staff attorney would not have errors and omissions insurance in case of malpractice.

Recommendation

At the current time, the authors would not recommend hiring in-house counsel. However, circumstances may change which would cause reconsideration of such an opinion. Further, hiring an in-house staff attorney who is not an appointed official but rather an employee could be a viable and cost effective alternative if the Mayor and Council desire any change whatsoever. However, there are disadvantages to a staff attorney program as well in that malpractice insurance would probably not be available. Finally, another analysis of this matter should be commissioned in two (2) years.

I. Introduction

Recently, Councilman Dan Tennant inquired about the financial feasibility and practical consideration of hiring an in-house City Attorney. The reason for the request was the fact that in this budgetary cycle, being 2001, the City to date has incurred charges of \$124,061.00 dollars in general legal services and \$58,032.00 dollars in solicitor's fees with the current law firm representing the City.¹

This report examines the costs associated with in-house counsel, by providing a comparison between like size cities in the State of Georgia, and compares the projected cost for in-house counsel considering the required staff that would accompany the position and the current cost and projected cost of maintaining outside counsel. Relative advantages and disadvantages in both systems are also examined, and alternatives are also proposed.

II. Analysis

A. Definition of Terms Regarding In-House Counsel

As you are aware, the recent year 2000 census data indicates that the current population of Peachtree City is thirty-four thousand four hundred eighty-five persons (34,485). Fayette County's current population is listed as ninety-four thousand eight hundred and sixty-nine (94,869)². Using this information, the authors contacted the Georgia Municipal Association (GMA), particularly General Counsel Susan Pruett and Associate Counsel Ted Baggett, and have inquired as to all similar size cities that have either in-house counsel or a staff attorney. Further, the principal author read and collated all information currently available from GMA on this subject.

At the outset, it is important to provide a definitions of terms. An in-house City Attorney is generally defined as, for our purposes, a person who has passed the Georgia Bar and is licensed

¹Webb, Lindsey, Collins, Jones & Wade, L.L.C., source Christy Jindar.

² Fayette County Development Authority, source provider Keliegh Paino.

to practice law in the State of Georgia working as a full time appointed employee for Peachtree City and is subject to the policies and benefits of the City. The assumption made for purposes of this report is that in-house counsel would also be appointed to the position. The appointment would obviously change the relationship between the Mayor and Council and the employee. For example, depending upon your Charter, Code of Ordinances, and Personnel Policy an appointed official may serve as an at-will official and may be removed with or without cause at the pleasure of the Mayor and Council. Therefore while the in-house counsel might be an employee of the City, they may be exempt under the Charter, Ordinances, and/or Personnel Policy from certain procedural appeals processes. Traditionally, a staff attorney is considered to be a more classic employee, in the sense that they are not usually appointed by the Mayor and Council and therefore would be subject to the personnel policy and the appellate process applicable thereto.

After a telephone interview with Linda Rogers of your Personnel Department, it was learned that the Department Heads of Peachtree City are subject to the personnel policy and do have an appeals procedure that they may exercise. According to Ms. Rogers the only appointed employee other than the City Attorney would be the City Manager. These considerations are important for the analysis of whether or not an in-house attorney would be an appointed employee or would be a staff attorney while maintaining an appointed attorney relationship with an outside law firm or lawyer. This report also assumes the in-house counsel would act as Solicitor just as outside counsel is doing currently. This report includes an analysis of three proposed options:

- 1) Maintaining the status quo and maintaining the outside counsel situation;
- 2) Creating an in-house counsel position;
- 3) Creating a hybrid of both situations by adding a staff attorney position. The employee would be a person who would act fully as an employee of the City but would perform day to day legal work and would offer advice throughout the day during a regular forty (40) hour work week while maintaining outside counsel as appointed City Attorney on an as-needed basis.

B. Analysis of Comparable Cities in Georgia

In accordance with Exhibit "A" attached hereto the Georgia Department of Community Affairs Wage and Salary Survey Report for 2000 City Attorney Data shows that in category B (cities of population between 25,000 and 49,999 persons) only one (1) city, Warner Robbins, has in-house counsel. Obviously the current census data of our population of 34,485 people fits in category B. The 1994 census population of Warner Robbins was 49,396 persons. The City of Warner Robbins is represented by Jim Elliot, who is full time in-house appointed counsel. Mr. Elliot's entry level and maximum wage scale were the same in 2000, being \$85,629. He works forty (40) hours a week. At the time of the survey the number of full time employees in his office is listed as one (1). We have contacted Mr. Elliot's office and they indicated that he

currently employees a full time secretary and she makes between \$20,000.00 and \$30,000.00 dollars a year. In his office, he maintains a bound law library (which is becoming far less common in modern technological times) and a computer law library with the Lexis-Nexis and Westlaw programs. Mr. Elliot preforms all legal work for Warner Robbins. However, he is not the Municipal Court Solicitor. This is a function which the current law firm representing Peachtree City is also performing under a separate account number. Mr. Elliot has been the City Attorney for 16 years, and the full time Mayor, Donald Walker, has reported that he has been well pleased with his performance and the quality of legal services which they have received. No other comparable size cities in Georgia reported having in-house counsel in year 2000 to the DCA.

C. Current Representation and Costs Thereof

The private law firm currently representing the City has ten (10) lawyers in it and has represented the City for approximately ten (10) years in both service capacities (General Counsel and Solicitor). Four (4) years during a period in the 1980's, members of the firm served as general counsel.³ The current law firm, under a separate account, provides Solicitor/Prosecutorial services in the Municipal Court of Peachtree City. This analysis provides information and figures from both accounts. The information was provided by Mr. Christy Jindar of Webb, Lindsey, Collins, Jones & Wade, LLC. In order to provide the most fair and accurate analysis we asked Webb, Lindsey to provide what they were paid by Peachtree City in both categories for services in 1999, 2000, 2001 and also to provide a projection for 2002. We have taken this step in that it has been discussed by the Mayor and Council that in this current billing cycle of 2001 the fees for both services were approximately \$250,000.00.

In accordance with the figures provided by your current counsel in 1999 the cost for general legal services in total was \$104,797.70; in 2000 it was \$167,628.00; in 2001 (to date) cost for general services for six (6) months was \$124,061.00 costs for the year total are estimated at \$244,282.44 for general counsel services. Solicitor costs to date are \$58,032.00. Projected 2002 general costs are estimated at \$189,000.00 and if Webb, Lindsey are reappointed to the position of City Court Solicitor estimated fees are \$133,250.00. Thus in 2002 projected total legal costs for current counsel are estimated at \$322,250.00 for an estimated 2325 hours billed in both services categories.⁴

³Interview with Jim Webb, July 27, 2001.

⁴ See Exhibit B, Attorneys Fees and Expenses, Webb, Lindsey Collins, Jones & Wade, LLC, source Christy Jindar.

D. Councilman Steve Rapson and Paul Salvatore Created Exhibit "C" which is Sample Cost Analysis for In-House City Attorney's Office

The total estimated cost for the first of year operation of in-house counsel is estimated at \$381,950.00. The estimated cost for recurring years would be \$346,532.00. Obviously, the greatest projected cost is the estimated salary of the lawyer at a \$125,000.00 and a paraprofessional at \$40,000.00 for the first year. Included in the spreadsheet is a calculation of benefits. Obviously, once a law library, furniture, equipment, and office supplies are paid for in the first year there would be a maintenance cost. These costs would be reduced dramatically after year one (1). At a minimum, during a fifty-two (52) year work minus two (2) weeks vacation week at forty (40) hours for two (2) weeks the estimated hours of labor are 2000 for legal services. Mr. Salvatore and Councilman Rapson calculated a 20% conflict rate or the need for outside counsel for 416 hours or \$72,800.00. The proposed analysis suggests that current legal counsel in 2002 will provide 2325 billable hours of service for \$322,250.00. In-house counsel as estimated by Mr. Salvatore and Councilman Rapson would provide, on the low end, 1584 billable hours after subtracting the 416 conflict hours at a total cost of \$381,950.00 in year one and \$346,532.00 thereafter.⁵ It is the principal author's experience that 416 conflict hours are a high figure and a more realistic conflict hour number would be 208 hours.

I contacted a certified public accounting (CPA) firm which the principal authors law firm uses on a regular basis, Tomasello, Plageman, and Miller LLC, and as a courtesy Will Tomasello did a comparative analysis based upon the proposed analysis from Mr. Salvatore and Councilman Rapson. Mr. Tomasello's conclusions are that the projected general administration costs are actually too low. He believes that needed computing would require a peer to peer system with a server. Thus he would project the general administration costs at \$4,000.00 to \$5,000.00 rather than \$3,700.00. However, the key question is whether or not these costs would be offset by a lesser salary offered to the attorney. A lesser salary is not unreasonable.

One obvious comparison is the salary range for the current City Attorney of Warner Robins as compared to the projected salary of an in-house lawyer in Peachtree City. The difference in salary between the proposed salary and the salary of the City Attorney of Warner Robbins is \$31,771.00. Obviously, however, the City is not required to directly pay for benefits, office supplies, continuing education, office furniture, equipment, etc. for outside counsel. However, it is common practice that law firms charge for milage, courier fees, and other miscellaneous expenses of that nature. Likewise, Georgia cities often pay for attendance at the GMA conference in Savannah and/or the City/County Attorney seminar held in Athens, Georgia.

E. Analysis Criteria

For the purposes of this analysis, five (5) major criteria were considered. These five (5) major criteria have been utilized by other cities throughout the United States when addressing

⁵ See Exhibit Cost Analysis for City Attorney.

this issue. Specifically, these criteria were used by James Miller, City Manager, when he preformed an analysis for the City of Minnetonka.

- 1) Costs. The first criteria would be cost. A cost analysis would include the absolute cost of providing legal services and the amount of service received for the expended costs. For example, the City may be able to obtain outside legal services for a lower annual cost but receive fewer hours of service. Likewise, the City might receive a benefit of lower cost from outside counsel however they would have more limited access to outside counsel than in-house counsel.
- 2) Availability. Whether in-house or contracted counsel can provide the easiest and most convenient access to legal counsel in incidents demanding immediate advice and reasonable access in all other incidents. A consideration of geographic proximity is not included in the analysis of access.
- 3) Expertise. The City should feel confident that it is receiving a high level of a expertise which results in quality of service.
- 4) Reactions. Mayor and Council and staff reaction should be considered. It is important that the Mayor and Council and Department Heads feel that they are receiving legal advice in a timely fashion and that the attorneys providing the advice are truly interested in the success of the governmental entity and the particular departments of the City.
- 5) Work load. The analysis of work load involves some speculation in that it is based in part upon the 2002 estimates of cost based upon hours billed provided by Webb, Lindsey. Obviously, it is difficult to project what an individual attorney in-house attorney may be able to accomplish without any other clients or distractions as compared to problem solving from outside counsel.

Using these five (5) criteria each of the three options have been analyzed. As you recall, the three options are: maintaining the current outside counsel, under this alternative both the civil and criminal prosecution responsibilities are assumed to continue to be provided by one (1) entity. However, this may change in the future, in that, Webb, Lindsay may not successfully bid on one (1) or either of the services; developing a full-time staff attorney position while maintaining outside appointed City Attorney. This situation could be utilized to provide support in the prosecutorial service and/or provide day to day meeting consultations with Department Heads and the City Manager without an hourly rate charge; and lastly, hiring a full-time appointed City Attorney.

F. Relative Advantages and Disadvantages of outside and in-house counsel based upon cumulated materials submitted by Georgia Municipal Association and other sources

In order to present clearly virtually all of the known arguments which have been presented to cities throughout the United States with regard to the relative merits of in-house and outside counsel we are providing a generic list of advantages and disadvantages. This list has been used on numerous occasions throughout the country to address these issues. We received these materials from GMA.

- 1) Advantages of in-house counsel.
 - a) Salary savings. There are occasions where lawyers work for governments at dramatically lower pay than they would receive in private practice because they have become dissatisfied with the private practice of law. Likewise, benefit packages, retirement plans, more regular hours, and holidays contribute to the relative advantages of lawyers considering in-house careers.
 - b) Prevention. Preventative care and maintenance is usually far easier for in-house counsel who have the time and ability to write and review Charter Amendments, Ordinances, Resolutions and provide instantaneous access on personnel terminations and discipline before problems arise at a future date.
 - c) Attendance. In-house counsel are expected to attend all meetings of the Mayor and Council and can be present at a number of other meetings including: the Planning Commission, Board of Zoning Appeals, Personnel Boards, and numerous other regularly scheduled meetings, which outside counsel might find difficult or impossible to attend.
 - d) Reliance. Department Heads usually come to rely greatly upon the instant access and the ability of in-house counsel in the staff's day to day operations and decision making.
 - e) Prosecution. If the prosecutorial role is continued as is, in-house lawyers are either immediately present for the Police Department and can go on the spur of the moment wherever needed, if needed.
 - f) Speed. In today's society it is often important to receive the answer to a legal question as quickly as possible which can be an advantage to having in-house counsel.

- g) Priority of work. Often, work in a private practice law firms is pushed down to the lowest person on the totem pole with the least experience. City work is sometimes at a lower billable rate than other work that a law firm is doing. Therefore, situations can arise where new lawyers are often given city work assignment while more experienced lawyers are working on higher billable rate clients.
- h) Time commitment to city clients. On occasion outside counsel have some disincentives to working on municipal accounts including other client time commitments. Likewise, there may be internal pressure with regard to minimal billable hour requirements and lawyers who are billing at a lower set rate per municipal client may be criticized in-house or penalized in-house as compared their peers who are billing more lucrative higher rate cases.
- i) Conflict of interest. In-house counsel have fewer conflicts of interest in that they obviously serve fewer clients.
- j) Visual communication. Due to the ease of access with the in-house counsel much can be communicated without use of email, paper, or lengthy telephone conversations.
- k) City Manager benefits. In-house counsel can depoliticize the employment process and create a close relationship between City Managers and City Attorneys who see themselves less as political appointees but more like equal members of the staff.
- l) Supervision. Depending upon the structure of the in-house program the City Manager, in addition to the Mayor and Council, can have supervisory and management responsibilities over staff attorneys.
- m) Keeping Current. It is assumed that in-house council have more time and opportunities to keep up with continuing education, specialized trade magazines and articles because they are not focused on minimal billable rates or the "bottom line." Therefore it is considered that it is easier for someone full-time to keep up with all of the developments of Georgia municipal law.
- n) Training. In-house counsel can be very useful in cost effectively training employees regarding certain types of conduct and can be easily used for seminars for staff and the community. Likewise, in-house attorneys are very often useful "fillers" to attend local public speaking and other engagements to represent the Mayor and Council when the Mayor and

Council are unable to attend. Obviously, there is no additional charge based upon an hourly rate to preform this service or do this type of work. In-house counsel are usually more at liberty to submit professional papers to continuing legal education events in that they do not have to concentrate a minimal billable hours.

- o) History. In-house counsel usually have a clearer picture of the background with regard to a particular matter and why the matter is coming to the fore front at a particular time.
 - p) Visibility. In-house attorneys are usually much more visible and accessible to the public and are recognized as public officials representing a city and are usually more available to the Press.
 - q) Safer Politically. In-house attorneys are usually less "charged" politically and often times there is less turn around in-house counsel who are considered more like employees then outside counsel.
 - r) Equality between Department Heads. Department directors may prefer in-house attorneys because they may feel that the in-house attorney's are more on their "level" then outside counsel who are far more likely to have social contacts with the elected officials then would in-house counsel.
- 2) Relative disadvantages to in-house and staff attorneys.
- a) More limited access to other lawyers. Lawyers and law firms often confer with one another on a informal basis and more experienced lawyers are asked questions by less experienced lawyers. Obviously, an in-house practitioner at a population level of the City of Peachtree City would undoubtedly be a sole practitioner. Therefore, their opportunities for outside contact would have to be self generated. The in-house counsel would be able to utilize the GMA General Counsel and the Associate General Counsel, however, other informal contacts would have to be self generated.
 - b) Difficulty in specializing in one area of law. A solo in-house attorney may spread themselves too thin without an adequate support staff or the ability to consult regularly with others. There will be a recurring need to hire outside counsel when conflicts of interest do arise. Likewise, Peachtree City is insured and there will be outside counsel hired due to claims on the insurance regardless of what person or firm is the attorney. Therefore hiring in-house counsel will never relieve the City of having to, on occasion, hire outside counsel.

- c) Specializing. The need to occasionally hire outside counsel for work on such things as bonds, telecommunication franchise agreements, retirement benefits, planning and analysis, and overtime benefit analysis, for example. There will be occasions when in-house counsel, who will often be a general practitioner, will need to solicit the services of more specialized lawyers who specialize in particular fields.
- d) No real cost savings. Due to the fact that a city would be establishing a miniature law office and would have to provide minimal support staff there is the cost of in-house overhead which has been created by the position. There is the expectation that this overhead, benefits and materials are essentially covered by the hourly rates charged by outside counsel. Using in-house counsel would create a system where the overhead is a direct cost to a city.
- e) No cost saving as to having in-house prosecution services as compared to outside prosecution services. This particular speciality requires someone who has practiced criminal law. There are some candidates for an in-house city attorney position who would not have the requisite experience to prosecute in City Court. Therefore, hiring in-house counsel may create a system where outside counsel would have to be hired regardless. This consideration would depend entirely upon the individual candidates and how a city structured its job description and advertisements.
- f) Feeling of Mayor and Council and/or Department Heads that in-house counsel are attempting to obstruct what they are trying to do. One of the fears that some Mayor's and Council's and Department Directors have is that an in-house attorney will attempt to act as a "moral governor" on the engine of the government. Instead of being helpful the in-house counsel will attempt to obstruct the activities of the Mayor and Council and staff.
- g) Two City Managers. It has been perceived that in-house counsel often becomes a second City Manager. Members of the government, elected officials, Department Heads and staff may on occasion attempt to play one appointed office against another appointed official because of the ease of access of the officials and there may be a conflict between who actually has authority to permit or stop policies or the activities of the staff.
- h) Objective viewpoint. Outside counsel can often provide a more objective view point on personnel and other issues because they are not involved in the daily activities of the Department Heads and usually do not have professional relationships with individual employees.

- i) Outside counsel are sometime easier to manage due to detailed invoices and bills. It is usually much more difficult to determine which Department Head is asking for what service on what date using in-house counsel. However, systems can be developed to monitor work load and other time generation tracking systems can be utilized to create more similar accountability for in-house attorney as is already present for outside attorneys.
- j) Controlled by Manager. Some persons are concerned that in-house attorneys would be too much under the thumb of the City Manager and would not give unbiased opinions to the Mayor and Council.
- k) Power behind the throne. There is sometimes a fear that in-house counsel can become the de facto "power behind the throne" circumventing the will of the Mayor and Council due to the fact that they are less likely to face job termination based upon changes in the political environment.

G. Quality of Applicants

The majority of the current Mayor and Council have assumed that the highest quality applicant would not be available for an in-house counsel city position. This view is shared by Webb, Lindsey whose win/loss record is quite good and some of whom hold legal academic honors. However, the documents submitted throughout the United States and collected by GMA and reviewed by the authors of this report seem to indicate that there are reasons why many qualified attorneys might wish to work in a local government environment including the following:

- 1) Shorter hours;
- 2) Greater variety of work;
- 3) Work not driven by profit;
- 4) Lawyers are often interested in-house positions so that they can shorten their work hours to maintain their family life;
- 5) Modern changes in values in that, a number of attorneys are not as focused on personnel wealth as in the past and are more interested in quality of life issues;
- 6) Special interest work is attractive to many lawyers. There has also been a change in the legal profession which is now a more competitive environment than it once

was and opportunities for a partnership in a firm are often more limited due to the number of lawyers in the market;

- 7) Often lawyers do not want to be involved with the business side of a practice and want to practice law without worrying about costs and personnel issues; and
- 8) Local government benefits are often far superior than benefits provided in the private sector including paid vacations, holidays and more fully focused work day requiring less hours of work, educational reimbursement benefits, and more liberal leave and sick policies.

H. The Prosecutorial Role and Cost/Effectiveness Analysis

As part of the analysis of this matter the Mayor and Council should consider the requirement for a Prosecutor in City Court and the requirements for general legal counsel. The assumption is that the work load of both of these services will increase rather than decrease. Assuming that an increase is accurate the Mayor and Council should weigh the following: a restructuring in legal services is appropriate if it can be demonstrated that an alternative legal services provision would be less expensive and would maintain the legal quality of service and also considering that a more expensive option might provide a higher level of service which would offset a cost increase.

II. Cost Analysis and Time Analysis

In reviewing the sample cost analysis as compared to the current expenditures for the legal services it would appear at first blush that creation of in-house City Attorney's office would be a greater annual expense than maintaining the current outside counsel. Webb, Lindsey is differently situated than most City Attorney's offices in that they also provide the prosecutorial service in addition to their regular duties as City Attorney. The difference in total cost between in-house and outside counsel based on 2002 projections is \$59,750.00. This sum could be "made up" in part by offering a smaller wage. Mr. Salvatore and Councilman Rapson predict in year two (2) in-house counsel costs would decrease by \$35,418.00. Thus, in 2003 in-house and outside counsel costs would be even closer assuming no outside counsel increase in hourly rates hours billed (which of course there would be). The year two (2) difference between in-house and outside counsel would be \$24,332.00. Realistically, all ten (10) lawyers at Webb, Lindsey work exclusively for the City at any one time. However, the ability for the firm to have each lawyer work on a City project exists.

III. Conclusion

In considering all the materials submitted by GMA, the sample cost analysis provided by Councilman Steve Rapson and Paul Salvatore, the current projected expenditures dedicated to Webb, Lindsey, the sample cost analysis by Tomasello, Plageman, and Miller LLC, and interviews with your personnel department, and the office of Jim Elliot of Warner Robins we would urge you to consider the following:

- 1) The City would probably pay more to hire in-house legal counsel than outside counsel, for at least two (2) years. If outside legal cost continue to rise and the hours dedicated to the City remain around 2325 hours or increase, in-house counsel may become a financially viable option. Further, the City would not have the same degree of control over costs in future years. Outside counsel could continue to submit bids based upon their market rate in the private sector and obviously what they feel the City is willing to pay. The City can more personally control its cost by having immediate and direct control by having in-house counsel and an in-house attorney budget.
- 2) An in-house City attorney can usually perform a number of functions including that as de facto Assistant City Manager thereby they are usually regarded as offering invaluable legal as well general advice by the City Manager and Staff.
- 3) As to greater expertise, ability to consult with others and provision of more opportunities between lawyers on particular matters and ease of consultation outside counsel is far superior.
- 4) If the City of Peachtree City elected to utilize in-house counsel they would be, in accordance with figures provided by the Department of Georgia Community Affairs, be one (1) of two (2) cities of similar size to do so at this time. However, the sophistication and complexity of the City of Peachtree City's government may be such that in-house counsel would not be unwarranted despite the size of the City.
- 5) We do not believe that the evidence shows that there is any real cost savings in hiring in-house counsel as opposed to outside counsel for the reasons cited in this report in the short term. However, there are some obvious advantages to in-house counsel that primarily deal with speed, parallel duties and responsibilities of the in-house counsel and the ability of in-house counsel to act as another representative of the Mayor and Council. Yet the availability factor of in-house counsel must be weighed against the fact that when a city hires outside counsel they are not hiring one (1) lawyer or two (2) lawyers they are usually hiring an entire firm with the varied experience, education, and abilities of a larger group

of people. It has been our experience that most often "two heads are better than one."

- 6) With regard to the issue of a hybrid system (where the City hires a staff attorney and maintains a relationship with outside counsel) we believe that if the City does wish to make any change to its current system it might want to seriously consider hiring in-house counsel staff counsel while maintaining an outside appointed attorney and clearly denoting in a job description that the in-house counsel would have the expectation of either: a) sharing secretarial staff; b) being computer literate enough to self-help with regard to word processing; and c) have the ability and experience to prosecute criminal cases. In this modern age these mixed abilities are not as uncommon they once were in the legal profession. Likewise, a staff attorney could be hired for less salary than what would be traditionally expected of a full time in-house appointed City Attorney. Bear in mind many of the same overhead costs would still be present in hiring a staff attorney such as a minimal provision of a computer library and access to case law, statutes, and the ability to confirm the applicability of the case law and statutes. However, the greatest cost, which are salaries, could be greatly reduced.
- 7) It is our understanding that the Mayor and Council are not planning on adding many, if any, new staff positions in the upcoming proposed budget. Obviously, this report does not contemplate the overall fiscal policies, budgets, or general staff needs of the City. Over the next two (2) years other positions should probably be funded before a staff attorney. However, in 2004 another analysis should be commissioned regarding these issues.
- 8) The current salary analysis is based on Councilman Rapson's budget knowledge of what Fulton County is paying for a criminal defense attorney. The principal author would argue that a lesser salary could be paid to a qualified candidate because the work environment, work issues, and quality of life in Peachtree City are far superior to Fulton County, at this time.

IV. Recommendations

We wish to credit some of these conclusions to Jeff Miller in that in order to save time we are paraphrasing some of Mr. Miller's conclusions in his report to the City of Minnetonka.

Based upon the current population and the analysis reported above, our recommendations are that the City not hire in-house counsel this time. By stating this recommendation we are in no way forming an opinion as to the adequacy, efficiency or desirability of your current legal counsel to maintain their current appointment either in the general counsel service division or prosecutorial service division. It may well be the case that another outside law firm could provide you better service. We have not researched this issue and have no opinion on this matter.

If and when the City of Peachtree City reaches the population of fifty thousand persons (50,000), we believe that hiring a staff attorney would be an appropriate step at that time. This is based upon the assumption that with increased population would come increased legal work. I am currently unable to recommend hiring an in-house attorney who is an appointed official of the government due to the fact that there has been no indication to me that Department Heads and staff are particularly desirous of, or in need of faster and more constant advice and representation. However, it should be noted that we have not interviewed each of the Department Heads with regard to this issue.

The cost difference between in-house counsel and outside counsel lessens two (2) years after establishing the in-house office based on current projections. Further, the proposed salary for an in-house lawyer may be greater than that actually needed to higher a qualified candidate due to a greater quality of life in the City.

Once again, if the sole consideration of Peachtree City is cost, then the City should not hire in-house counsel because in-house counsel would not be more cost effective then services provided by outside services. However, if speed, prevention, and public representation are more important considerations to the Council, then in-house council is an appropriate step. Hiring a staff attorney who is not the appointed City Attorney may provide the best of both worlds by lowering costs and provide instant and exclusive attention to the City while maintaining contact and a relationship with outside counsel when greater expertise is needed.

Remember that a law firm is a number of people and our City would be hiring one (1) lawyer to take the place of ten (10). Access to the varied educations and experience of an entire firm is a very valuable commodity. In two (2) years another analysis of this matter should be commissioned. If the cost and hours of work needed continue to rise, in-house counsel may be a viable option.

Lastly, we would add a final consideration. If the City moves to in-house counsel the City would be unable to sue for malpractice under outside counsel's errors and omissions insurance.

We hope this information and analysis has been helpful, and if we can provide any further commentary with regard to this issue we will most happily do so.

V. Disclaimer

Neither Murray J. Weed as principal author of this report, nor Steven M. Fincher, P.C., nor Fincher & Hecht, L.L.C. are in any way acting as legal counsel or offering any legal advice, representation, or opinion as to any subject detailed in this report. The analysis and opinions expressed in this report are solely those of Murray J. Weed, individually, and not professionally. By producing this report and collating this information, one of the authors has acted solely in his capacity as a candidate for elective office for the Council of Peachtree City and in his capacity as

a concerned citizen. No fees nor consideration of any kind have been charged, nor accepted by Murray J. Weed for the preparation of this report.

While one of the authors has attempted to objectively and comprehensively research the issues and just concerns with regard to this matter, he has not attempted to do so in any legal professional capacity whatsoever.

Obviously, the analysis provided by Will Tomasello of Tomasello, Plageman, and Miller, LLC were performed merely as a courtesy to Murray J. Weed and not in the professional capacity of Mr. Tomasello nor his group.

EXHIBIT A**Georgia Department of Community Affairs
Wage and Salary Survey**Table of
ContentsJob
Descriptions

Reports



Query



Help

2000 City Attorney Data**Summary of Data**

Group	Number Reporting	Minimum Entry Level Wage		Maximum Wage		Number of Full-Time Employees
		Average 	Median 	Average 	Median 	
A	3	66,500	62,129	85,020	83,451	2
B	1	85,630	85,629	85,630	85,629	1
C	1	52,600	52,603	52,600	52,603	1
D	0	0	0	0	0	0
E	0	0	0	0	0	0
F	0	0	0	0	0	0
G	1	18,000	18,000	18,000	18,000	1
H	0	0	0	0	0	0
Totals	6	59,290	58,021	68,550	80,611	5

Population Group Data

Jurisdiction	1994 Population	Minimum Entry Level Wage	Maximum Wage	Number of Scheduled Hours	Number of Full-Time Employees
A (Pop. 50,000+)					
Macon	113,336	62,129	93,828	40	1
Roswell	57,952	53,914	77,771	40	0
Savannah	129,556	83,451	83,451	40	1
B (Pop. 25,000-49,999)					
Warner Robins	49,396	85,629	85,629	40	1

C (Pop. 10,000-24,999)					
Douglasville	17,343	52,603	52,603	40	1
D (Pop. 5,000-9,999)					
E (Pop. 2,500-4,999)					
F (Pop. 1,000-2,499)					
G (Pop. 500-999)					
Hiawassee	709	18,000	18,000	40	1
H (Pop. Less Than 500)					

EXHIBIT B

Attorneys Fees and Expenses for PYC and Projections for 2001-2002

Year	Total collections - General and Solicitor Activities	Total fees	Total expenses	Total billed hours (rounded)	Percentage change in total billed hours	Solicitor Billed Hours (rounded)	Percentage change in solicitor billed hours	Solicitor Fees Billed
1999*	\$104,797.70	\$97,387.19	\$7,410.51	1,046	NA	503	NA	\$ 49,020.90
2000*	\$167,828.00	\$180,950.68	\$6,577.32	1,498	28%	782	34%	\$ 80,704.00
2001 (Current & ma. figures)	\$124,061.00	\$107,141.22	\$16,919.78	919	NA	445	NA	\$ 58,032.00
2001 (Projected)**	\$244,282.44	\$214,282.44	\$30,000.00	1,838	21%	890	15%	\$ 116,000.00
2002 (Projected)**	\$189,000.00	\$171,500.00	\$17,500.00	1,300	(-18%)***	1,025	15%	\$ 133,250.00

*All items in this worksheet were produced at the request of Murray Weed on July 26, 2001. And requested to be produced that day. These figures were not cross-referenced against all previous invoices. Any inconsistencies in these calculations and actual invoices are unintentional and may be due to credits, adjustments or accountant error.

**Due to the deadline imposed by Mr. Weed, projections were done without the ability to consult with Mr. Jones or Mr. Lindsey to assess the status of pending and possible future matters. Therefore, any projections are based on mathematical calculations that may prove to be false once Mr. Lindsey and Mr. Jones can review their caseload.

Projections for general legal work are also dependent on the complexity of the issues that arise during the year and the frequency we are contacted for legal advice and counsel. Projections for solicitor work are dependent upon the number of citations issued each year and the types of motions and issues presented by defendants.

***The reduction takes into consideration the vast amount of work that was put into redrafting the city charter and the Home Depot/Walmart issue both of which are concluded and the understanding that future litigation will be handled by insurance.

EXHIBIT C

Cost Analysis for City Attorney

	1st Year FY2002	Recurring Years
Lawyer	\$125,000	\$130,000
Parapro	\$40,000	\$41,600
Law library	\$75,000	\$35,000
Benefits	\$57,750	\$60,060
Office Supplies	\$2,000	\$2,080
Continuing Education	\$2,000	\$2,080
Office Furniture/Equipment	\$7,400	
Professional Svcs	\$72,800	\$75,712

Total Estimated Cost	\$381,950	\$346,532
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Schedule #1

Office Furniture/Equipment

	Cost
Computer	\$1,500
Desk	\$1,500
Chairs	\$500
Bookcase	\$200
	\$3,700

Schedule #2

Professional Svcs

	Hrly Rate	Hours Estimated	Extended
Legal Services	\$175	416	\$72,800

	Hrs per Week	Weeks per Year	Hours per Year	Estimated Conflict	Hours Estimated
Conflicts of Interest and/or Area of Expertise/Research Legal Services	40	52	2080	20%	416

POSITION PAPER
Proposed Variance: 647 North Fairfield Drive
Dean Residence
Director of Developmental Services
August 7, 2001

Situation:

Ms. Dean would like to construct a wooden deck on the rear of her home in the Fairfield Subdivision at 647 North Fairfield Drive. The proposed deck would extend into the rear setback area 11.1 feet. Ms. Dean has applied for a variance to permit the 11.1-foot encroachment (Attachment "A").

Facts:

1. The property at 647 North Fairfield Drive has a required rear setback of 20 feet. The house on that lot is built less than one foot from the setback line (Attachment "B").
2. The owner proposes to construct a deck on the rear of the house that will be 16 feet wide and 12 feet deep (Attachment "C"). The deck, if approved, would extend into the rear setback 11.1 feet.
3. The area behind the house where the deck is proposed is a City-owned greenbelt (Attachment "B").

Recommendation:

The staff recommends approval of the 11.1-foot variance as requested. Because the property to the rear is a greenbelt, it does not appear the proposed encroachment would adversely affect the area.

JBW/jir

Attachments "A" – "C"

**REQUEST FOR VARIANCE
ZONING ORDINANCE, CITY OF PEACHTREE CITY**

This is a request for a variance from the requirements of the Peachtree City Zoning Ordinance for the property located at: 647 North FAIRFIELD DRIVE Peachtree City

The reason this variance is being requested is as follows: I desire more useable space in my back yard. and access to my main floor without using stairs. My elderly mother needs several hours aday outside. she will live with me most of this year and next year.

Along with this form, the applicant should submit a detailed report justifying the granting of the requested variance. In preparing the report, please consider the following:

Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.

In making a determination on a variance request, the City Council shall consider the following factors:

- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

I certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or Print) Michelle Dean
Address: 647 North FAIRFIELD DRIVE PTC, GA 30269
Phone: (770) 487-5985 cell (678) 472-3899
Signature: Michelle Dean

This request, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:

Signature: [Signature]
Title: ZONING ADMINISTRATOR
Date of Acceptance: JULY 26, 2001
Date of Public Hearing: AUGUST 16, 2001

647 North Fairfield Drive
Peachtree City, Ga 30269

July 20 2001

Sirs:

I am requesting a zoning variance for my property at 647 North Fairfield Drive in Peachtree City. I would like to add a deck to my home. I have hired the reputable company Archadeck to do this work.

I take pride in the appearance of my home and with your approval this will add charm and function to my home. I have consulted with each of my neighbors asking for their approval prior to moving forward with this project. Each gave their approval.

My elderly mother will be living with me part of this year. This is the main reason for my request. I would like to give her the ability to enjoy the outdoors in a very private and safe setting without having to negotiate any stairs. This would give her more freedom to enjoy our beautiful Georgia weather.

This deck addition would be on the back of my house and because my property backs up to a green belt this would not infringe on anyone's property or impose on anyone's privacy. I know there is concern about the water table. A deck would not affect the natural absorption or drainage of rainfall. I also considered the safety of nearby children by opting for no stairs from the ground level giving access to the deck.

The deck would be an attractive and nonintrusive structure. I want

t to comply
with all city ordinances. I enjoy living in Peachtree City. It is
a lovely
place to call home. It's important for a home owner to feel comfortable
in their home setting. It is my desire that Fairfield subdivision
not
become a 1-2 year rental property. I plan on calling my place "home" for
a long time. Your approval for this addition would be very much appreciated
by me and my mother.

Enclosed are plot plans of my property and also plot plans and pictures of
a deck that was approved and built on my same street. This home is located
at 619 North Fairfield Drive.

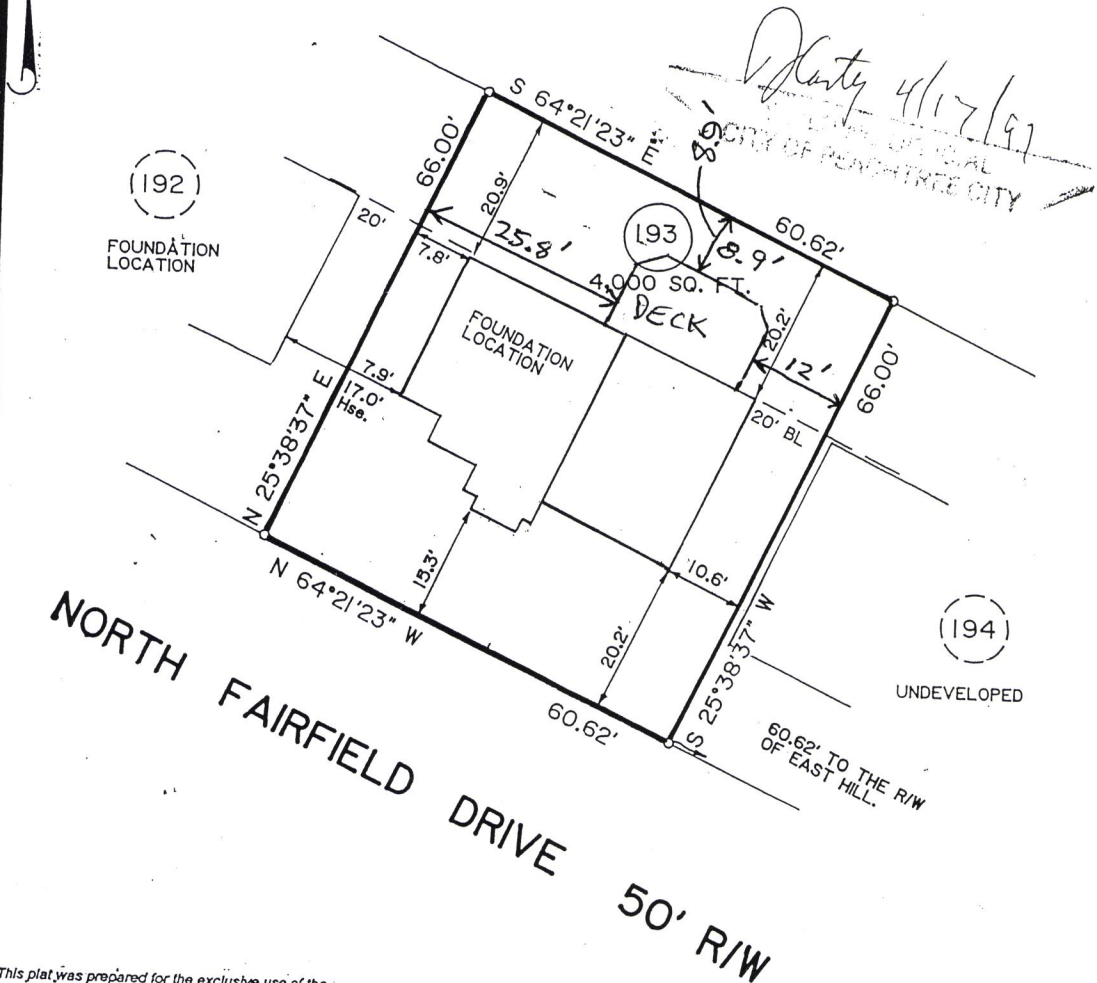
Your consideration in this matter is greatly appreciated.

Sincerely,

Michelle Dean

A handwritten signature in cursive script that reads "Michelle Dean". The signature is fluid and matches the typed name above it.

N/F
CITY GREENBELT



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

In my opinion, this property does not lie within the 100 year flood plain according to the HUD Flood Plain Map No. 130078 0060 D Dated: MARCH 18, 1997



THIS PLAT PREPARED FOR THE PURPOSE OF SHOWING THE FOUNDATION LOCATION FOR THE BUILDING DEPARTMENT, AND NOT TO BE USED OR RECORDED FOR ANY OTHER PURPOSES SUCH AS TRANSFER OF TITLE OF LAND.

Neal L. Benefield
NEAL L. BENEFIELD, R.L.S.

SETBACKS:
FRONT: 15' (Garage no closer than 20') or as shown.
SIDE: 0' (10' min. between dwellings) (20' separation every 10 dwellings).
REAR: 20' (40' where adjoining residential).

PREPARED FOR:

HYLAND DEVELOPERS

SUBDIVISION: FAIRFIELD PHASE 5

LOT: 193	LAND LOT: 131	DATE: 01-15-97
BLOCK:	DISTRICT: 7TH	REV: 04-14-97
SCALE: 1" = 20'	COUNTY: FAYETTE, GA.	JOB NO: 970105

jefferson
consultants

Attachment "B"
consulting engineers • surveyors • planners

P.O. BOX 2627

487-9805

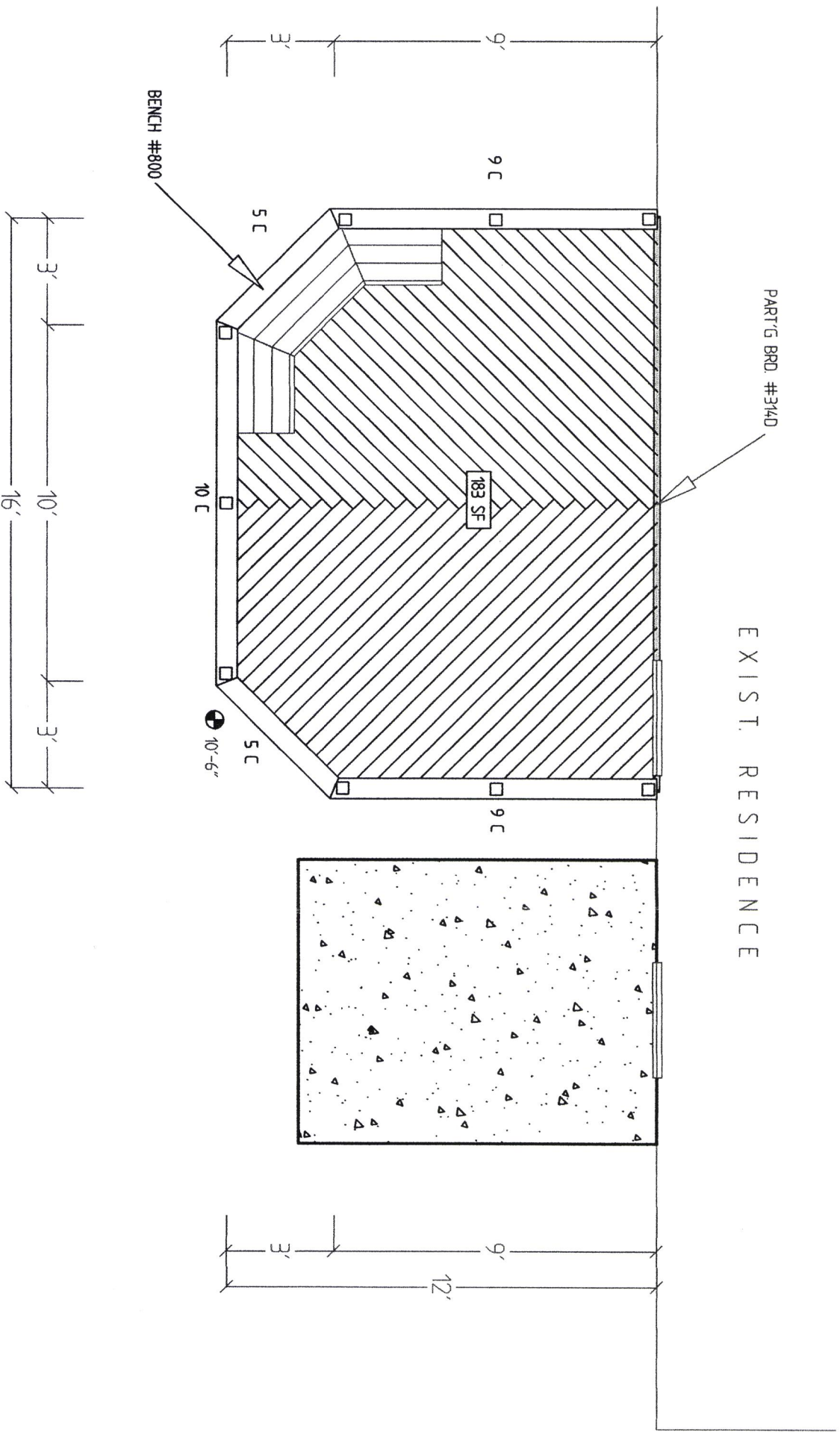
GEORGIA

PEACHTREE CITY

30269

487-9220

All dimensions are approximate. In the event of a difference between the drawn and written dimensions, the written dimension shall prevail.
Due to local differences in building codes and regulations, and specific site conditions, these drawings may need to be modified by the builder to comply with such local codes and regulations, or site conditions.



ARCHADECK

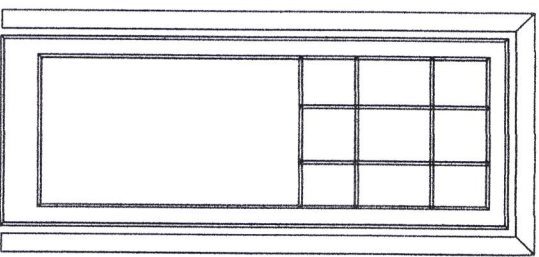
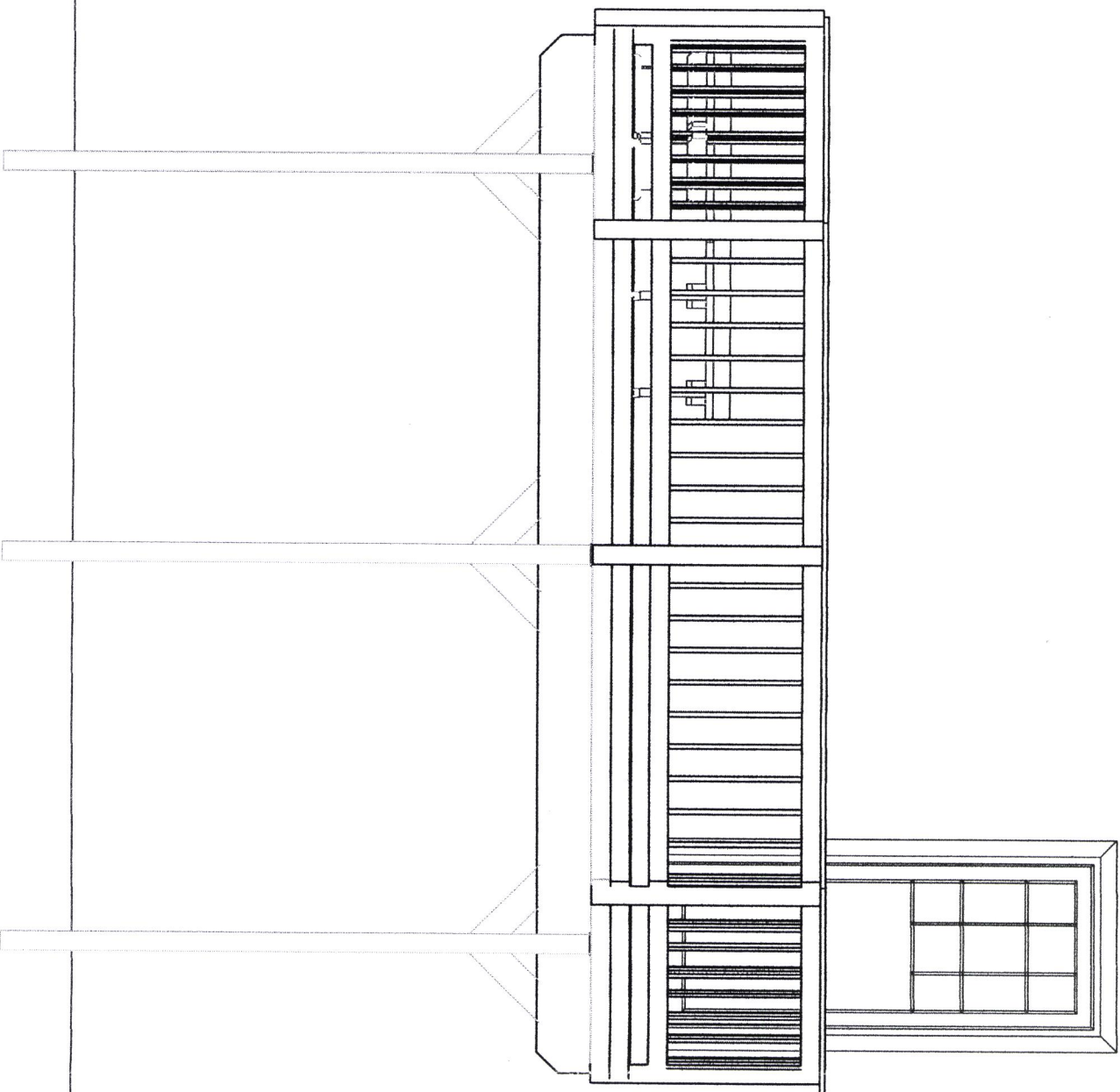
Date: 5/30/01
Office: SOUTH ATLANTA
Job Number: 72-39579
Job Name: DEAN

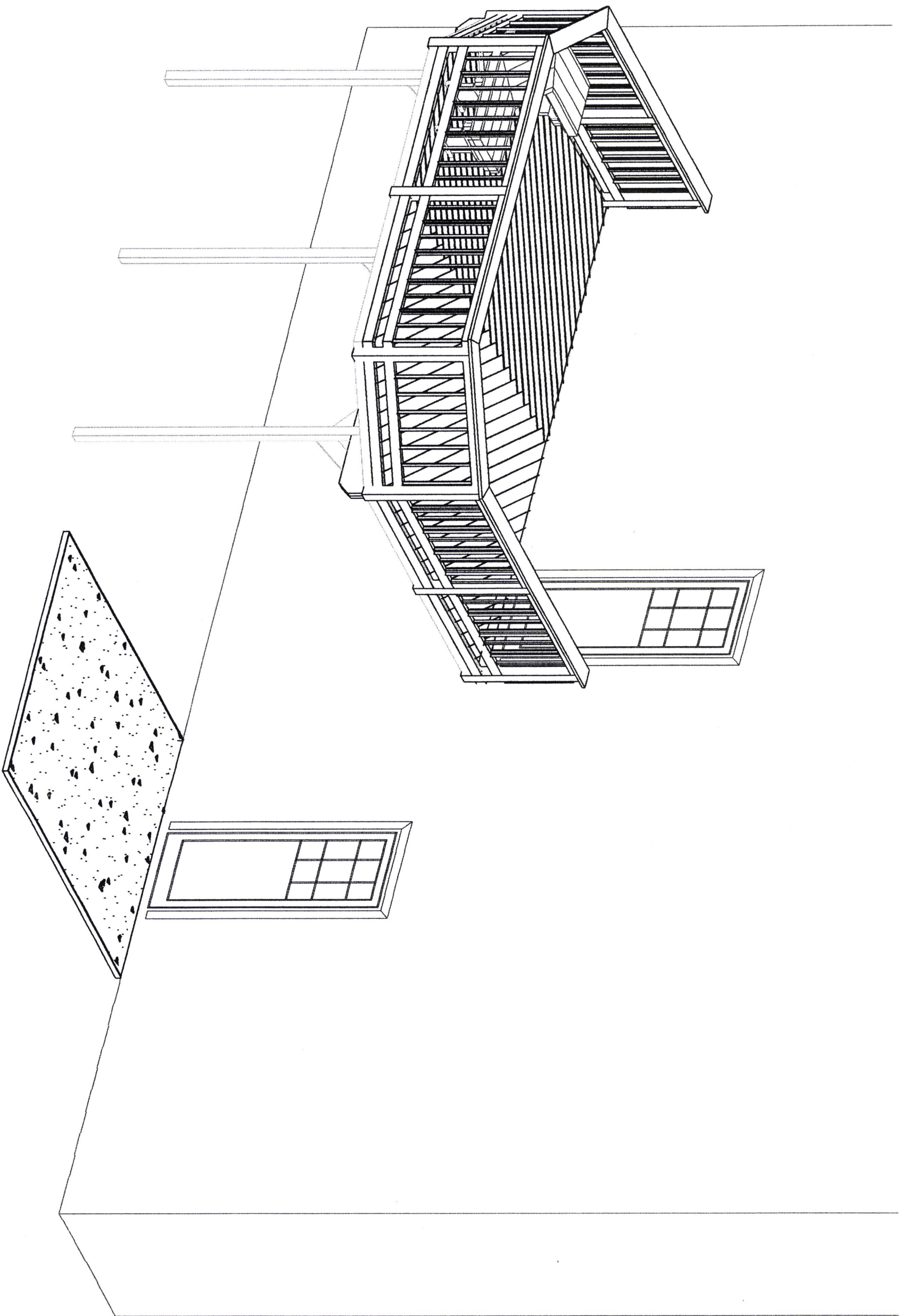
GENERAL NOTES:

- ALL FRAMING LUMBER TO BE #2 SYP OR BETTER, PRESSURE TREATED WITH CCA TYPE C, UNO
- ALL IN-GRADE DESIGN VALUES BASED ON THE AF&PA
- PRESUMPTIVE SAFE SOIL BEARING CAPACITY 2000 PSF.
- DECK FRAMING LIVE LOAD= 60 PSF
- DESIGN LIVE LOAD= 40 PSF
- ALL FOOTINGS 20"x 20" BY 12" THICK, UNO.
- (2) 2" x 10" BEAM, UNO
- 4" x 4" COLUMNS
- 2" x 8" JOISTS @ 16" O.C. & 12" O.C. @ 2 & 3 BAYS
- 2" x 10" HOUSE BAND WITH LEDGER
- PROVIDE JOIST HANGERS @ ALL FLUSH FRAME CONDITIONS
- BLOCK JOISTS @ MID-SPAN FOR SPANS OF 8'-0" OR GREATER
- SCREW FASTEN PARFIN + KILN DRIED DECKING
- VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

Drawn by: WTM EXT. 422
Scale 1/4" = 1'-0"
Sheet: 1 OF 2

design by: ARCHADECK
© 2001 U.S. Structures, Inc.
All rights reserved.
Unauthorized duplication is a violation of all applicable laws.



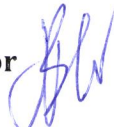


CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council

VIA: City Manager 

FROM: Developmental Services Director 

DATE: August 10, 2001

SUBJECT: Proposed Annexation and Zoning: Wieland/Katz Tract

It will be necessary to continue this public hearing at the meeting on August 16 because Fayette County has not yet completed its review of the proposed annexation in accordance with the Annexation Dispute Resolution Agreement between Fayette County and Peachtree City dated May 13, 1999. Fayette County has until the last week in August to respond. Unless the County has some unforeseen objection to the proposed annexation, the hearing will probably be held at the next Council meeting on September 6.

Attached for your review is a copy of the Annexation Application; a copy of an unapproved draft of the minutes of the Planning Commission at which the annexation was heard; and a copy of a draft of a staff position paper for the proposed annexation. There are still a number of details that need to be worked out relative to the recommended conditions for approval. These should be resolved prior to the meeting on September 6.

Also attached is a copy of e-mail correspondence with the City Attorney concerning the Multi-Family Moratorium. Council should consider lifting the moratorium on August 16 to allow staff to proceed with discussions on this project.

JBW/bt

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Clerk

FROM: Director of Developmental Services *JBW/gf*

DATE: July 16, 2001

SUBJECT: Proposed Annexation and Zoning: Wieland Tract

On June 29, 2001, John Wieland Homes initiated a request for annexation and zoning for an 80.65-acre parcel on MacDuff Parkway.

Please tentatively schedule a public hearing on that request for the City Council meeting on August 16, 2001. Thank you.

JBW/jir

Attachment: Copy of Application

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

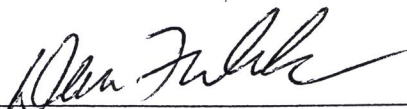
A request is hereby being made to change the zoning classification of the following described property:

80.65 Acres located at McDuff Parkway

This property is presently zoned: R-75 (Fayette County)

The proposed zoning classification is: GR-4

I certify that I am the owner, or the duly authorized agent of the owner, of the property described above:

Signature: 

Owner: (print) John Wieland Homes and Neighborhoods, Inc.

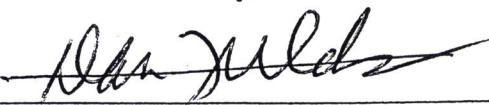
Agent: (print) Dan Fields, Vice President

Address: 1950 Sullivan Road, Atlanta, Georgia 30337

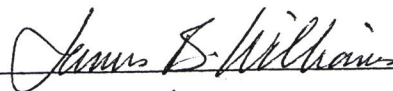
Phone: (770) 996-2400, ext. 140

Date: 6/22/01

This request, along with the required fee (\$10/acre, minimum \$200) and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council: (\$806.50)

Signature: 

Title: ~~Vice President~~



ZONING ADMINISTRATOR

Date: ~~6/26/01~~

JUNE 29, 2001

Request Number: 2001-06

Date of Planning Commission Public Hearing: ~~July 2, 2001~~ JULY 23, 2001

Date of City Council Public Hearing: AUGUST 16, 2001

REQUEST FOR ANNEXATION
CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to annex the following described property into Peachtree City: 80.65 acres located in
Land Lot 164, 7th District, Fayette County, Georgia

This request for annexation is being made for the following reasons: Support and enhance current economic value and environmental
control; compliment zoning within the current land use plan; ensure land is
developed consistent with city standards.

I certify that I am the owner, or duly authorized agent of the owner of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner: John Wieland Homes and Neighborhoods, Inc.
Agent: Dan Fields, Vice President
Address: 1950 Sullivan Road, Atlanta, GA 30337
Phone: (770) 996-2400, ext. 140 Date: _____

To be completed by the City

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Signature: *James B. Sullivan* Signature: *Jane S. Miller*
Title: ~~Zoning Administrator~~
City Planner Title: City Clerk
Date of Acceptance: 6/29/01 Request Number: 2001-06
Public Hearing - Planning Commission: JULY 23, 2001
Public Hearing - City Council: AUGUST 16, 2001

COWETA COUNTY

COUNTY LINE -

185

PARCEL # 4

165

231.5

PARCEL # 5

PARCEL # 1

33.4 Ac

186

35.7 Ac

PARCEL # 1

PARCEL # 2

66.6

SEE 7-34-22

7th DISTRICT
FAYETTE COUNTY, GA.

SEE SHEET 47

MAY 1988

VI. Statement of Intent

John Wieland Homes, Inc., the Petitioner, respectfully requests that the 80.65 acre tract of land lying in District 7, Land Lot 164, Fayette County, Georgia be annexed and rezoned into the City of Peachtree City, Georgia ("City").¹

The property subject to this request is currently zoned by Fayette County as R-75. The Property is bordered to the north by undeveloped land presently zoned R-70, and to the west and south by the Wynnmeade subdivision, zoned R-1. East of the Property is the Petitioner's Centennial neighborhood, zoned GR-4. Cedarcroft is adjacent to the south is currently under development.

The annexation policy states that areas "land-locked" between Peachtree City and Tyrone should be examined for possible annexation into Peachtree City. The Property is a peninsula of land and is substantially surrounded by Peachtree City to the south, west and east, and is ideally suited for annexation. Most notably, this annexation would rid the City of the unnatural geographic division created by the Property's unincorporated status. Additionally, this annexation would help build stronger links between the Wynnmeade subdivision, along the residential enclave in the area, and the rest of Peachtree City.

Rezoning conditions of the adjacent property owned by the Petitioner limit the number of residential units to 350, including the Property. No changes in those conditions are contemplated or requested in this annexation request. There will be no additional units resulting from the rezoning. Annexation would simply increase the efficiency and desirability of the overall land plan. Annexation and rezoning of the Property would provide compatible development, zoning, signage, road construction and road names for the primary access road to the Centennial neighborhood.

It is anticipated that annexation would properly address fire and police issues raised by the Fayette County Board of Commissioners' earlier this year. In other words, the primary access for the Property is through Peachtree City. County safety vehicles would be required to access the Property through city streets. Annexation would clear up any matters related to service areas.

¹ A request for rezoning was approved by the Fayette County Board of Commissioners earlier this year. Property is being developed concurrently with this annexation request.

VII. Supplemental Information

Impact Analysis

LAND LOTS:	164
DISTRICT:	7
ROAD NAME:	McDuff Parkway
ZONING REQUEST:	R-75 to GR-4
PETITIONER:	John Wieland Homes and Neighborhoods, Inc.
ADDRESS:	1950 Sullivan Road, Atlanta, GA 30337
CONTACT PERSON:	Dan Fields, Vice President
DAYTIME PHONE #:	(770) 996-2400, ext. 140

The following analyzes the impact of the above-proposed zoning:

Tax Base

The estimated additional property tax revenues of the proposed zoning would be approximately \$12,000, based on its development of an additional 14 single-family homes. In addition, Impact Fees and other permitting fees would result from the development and construction of these 14 homes.

Public Education

Since there is no request to increase the density of residential homes already allowable on the Property, there should be no impact on the school system. However, the Petitioner intends to donate an elementary school site (condition of the adjacent property's rezoning approval).

Emergency Services

The Property currently lies in Zone # 1 for police services, with the nearest station located approximately 2 miles to the southeast at 153 Willow Bend Road. The residential development planned for the Property should not have a significant, detrimental impact on the police department's ability to provide services to the community.

Currently, the nearest fire station and emergency medical services unit is Station # 1, located at Paschall Road & Highway 74, approximately 2 1/2 miles southeast of the Property. Additionally, two other stations, one at Peachtree Parkway North and Highway 54 and another at Crabapple Lane, may serve the Property as secondary units. The Applicant has agreed to discuss the possibilities of dedicating a fire station site to Peachtree City.

Recreation

In accordance with the City's land use plan objective to encourage recreational facilities in single-family residential developments, on-site amenities are planned, including a clubhouse, two lighted tennis courts, a pool, and tot lot.

Other major recreational facilities near the site include football and baseball fields at the Riley Fields Recreation Center at 176 Wisdom Road, and the Kedron Fieldhouse and Aquatic Center, which houses two pools, two basketball courts, and a game room, at 202 Kedron Drive and The Peachtree City Tennis Complex.

City Development Plan

The proposed zoning complements the neighboring uses and encourages use of Property consistent with other residential developments in the northwest Peachtree City area.

The proposed zoning will enhance safety and protect the integrity of the existing and the developing residential area.

Existing Zoning Classifications

The Property is located in unincorporated Fayette County City and is currently zoned R-75. Adjacent zonings are as follows:

- Contiguous to the west and south, the Wynnmeade subdivision, lying to the west and southwest of the Property, is currently zoned R1;
- The property to the southwest is currently being developed by Ravin Homes as General Residential-4 ("GR-4");
- The land to the immediate east of the Property, is owned by John Wieland Homes and Neighborhoods and is zoned GR-4 (conditional);
- The land east of Highway 74, south of Wisdom Road, is zoned GC;
- The land to the north of the Property is zoned R-70 and is owned by Peachtree City Holdings, LLC.

Public Services Available to Property

Utility availability letters have been obtained from Peachtree City Water and Sewerage Authority, Fayette County Water System, Coweta-Fayette Electric Membership Corporation, and Georgia Natural Gas Company and will be supplied upon request. Sewer will also be available to the property, but is discussed in detail in the analysis of impact on utilities.

Public Access To Property

Cart paths would be provided within the greenbelts and would connect with existing cart path located at the southern boundary. Several years ago, the Property owner entered into an agreement with Peachtree City to allow the cart path to be built across Property. The agreement also granted the Property owner vehicular access to Highway 54. It is the intent of the Owner and Applicant to continue McDuff Parkway through the Property to the northern boundary (as indicated on the approved site plan).

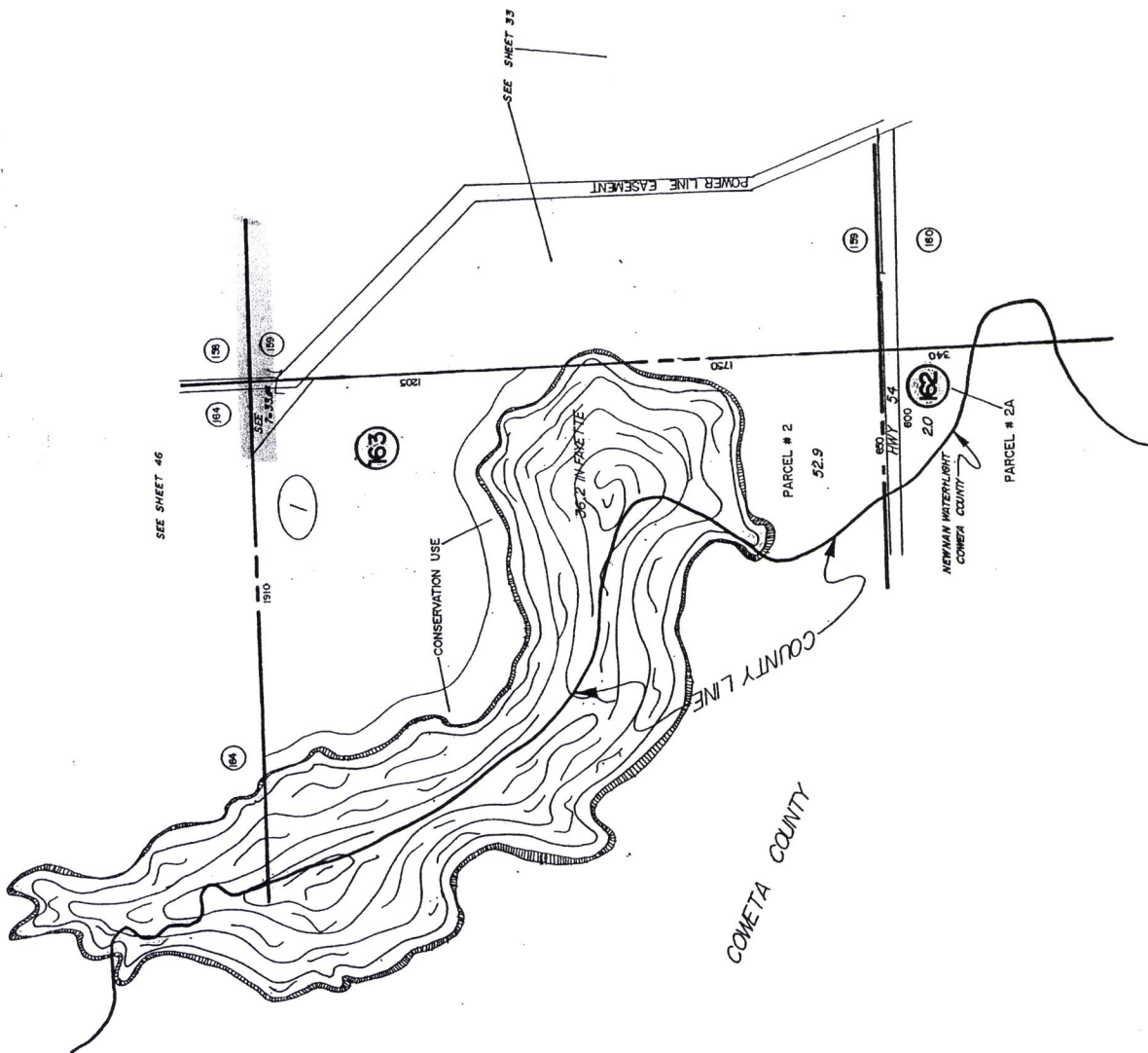
Owners Within 200 Feet

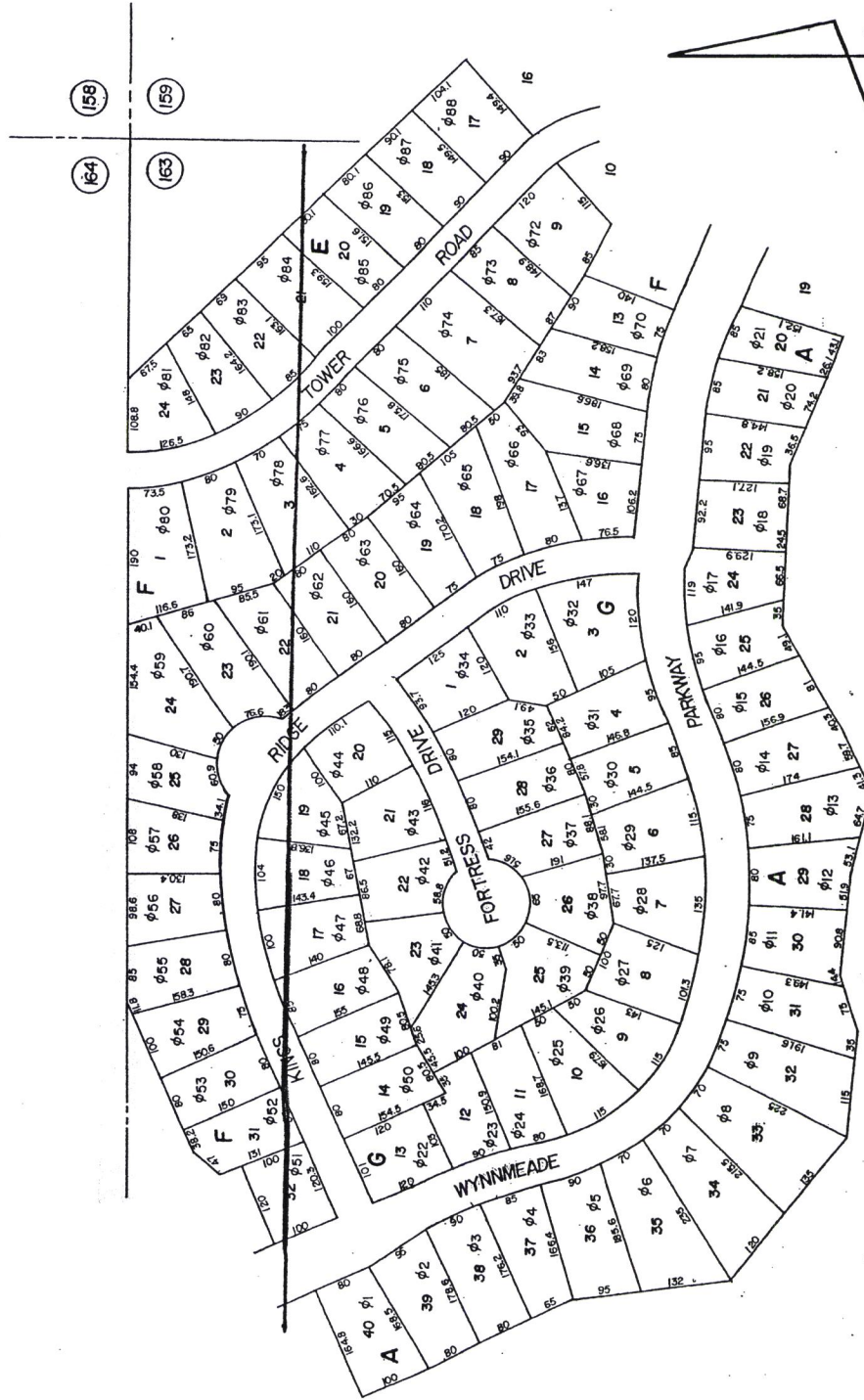
<u>Owners Name</u>	<u>Owners Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Ravin Homes	P.O. Box 450233	Atlanta	Georgia	31145
Richard Tuley	1950 North Park Place	Atlanta	Georgia	30339
Felicia Barnett	107 Meadow Road	Peachtree City	Georgia	30269
Phillip Aldredge	155 Creek Wood Trail	Fayetteville	Georgia	30214
Secretary of Veterans Affairs	730 Peachtree Street NE	Atlanta	Georgia	30308
Jayne Mozley Collins	389 Clubhouse Drive	Gulf Shores	Alabama	36542
Paul Yarbrough	107 North Meade Drive	Peachtree City	Georgia	30269
Malcolm Holden	1024 Walt Banks Road	Peachtree City	Georgia	30269
Jennings Land Company	1885 Leland Drive SE	Marietta	Georgia	30067
Ronald Stripling	184 Wynnmeade Parkway	Peachtree City	Georgia	30269
Clyde Andrews	182 Wynnmeade Parkway	Peachtree City	Georgia	30269
James Johnson	104 Meadow Court	Peachtree City	Georgia	30269
Steve Ortkiese	103 Meadow Court	Peachtree City	Georgia	30269
Greg Olgetree	114 North Meade Drive	Peachtree City	Georgia	30269
Scott Tibbits	116 North Meade Drive	Peachtree City	Georgia	30269
W.M. New	P.O. Box 52023	Atlanta	Georgia	30355
James Mann	202 North Meade Drive	Peachtree City	Georgia	30269
Thomas Price	302 North Meade Drive	Peachtree City	Georgia	30269
Consuelo Tamayo	306 North Meade Drive	Peachtree City	Georgia	30269
Vanessa Darville	310 North Meade Drive	Peachtree City	Georgia	30269
Josephine Lewis	309 North Meade Drive	Peachtree City	Georgia	30269
Cobb Residential Limited	3715 Northside Parkway NW	Atlanta	Georgia	30327
Deborah Penson	305 North Meade Drive	Peachtree City	Georgia	30269
Nancy Hudson	301 North Meade Drive	Peachtree City	Georgia	30269
Jackie McKenzie	203 North Meade Drive	Peachtree City	Georgia	30269
Jimmy Taylor	201 North Meade Drive	Peachtree City	Georgia	30269
Tonja Holder	101 Alice Court	Peachtree City	Georgia	30269
Patsy Fannings	132 Kings Ridge Drive	Peachtree City	Georgia	30269
Patricia League	256 Commerce Drive	Peachtree City	Georgia	30269
Gregory Sparrow	128 Kings Ridge Drive	Peachtree City	Georgia	30269
Country Wide Home Loans	126 Kings Ridge Drive	Peachtree City	Georgia	30269
Billy Morgan	50 Dunlap Circle	Griffin	Georgia	30224
Scott Ayers	120 Kings Ridge Drive	Peachtree City	Georgia	30269
Judy Easterwood	75 Spring Street SW	Atlanta	Georgia	30303
Leverte Woods	116 Kings Ridge Drive	Peachtree City	Georgia	30269
Rita Wegener	122 Kings Ridge Drive	Peachtree City	Georgia	30269
Barry Jones	114 Kings Ridge Drive	Peachtree City	Georgia	30269
Cathy Feaster	112 Kings Ridge Drive	Peachtree City	Georgia	30269
Carolyn Rowe	P.O. Box 172538	Hialeah	Florida	33017
Samuel Camp	109 Kings Ridge Drive	Peachtree City	Georgia	30269
Prince Dumas	111 Kings Ridge Drive	Peachtree City	Georgia	30269
Eugene Barnes	113 Kings Ridge Drive	Peachtree City	Georgia	30269
Ralph Price	115 Kings Ridge Drive	Peachtree City	Georgia	30269
George Burgoyne	615 Tower Road	Peachtree City	Georgia	30269
Samuel Meadows	617 Tower Road	Peachtree City	Georgia	30269
Benjamin Thomas	P.O. Box 2441	Peachtree City	Georgia	30269
Charles Barkley	621 Tower Road	Peachtree City	Georgia	30269
Eddie Harris	622 Tower Road	Peachtree City	Georgia	30269
Earnest Caldwell	620 Tower Road	Peachtree City	Georgia	30269
Lawrence Acree	12 Dixon Street	Newnan	Georgia	30263
Richard Allis	202 Camp Creek Trail	Peachtree City	Georgia	30269
John Dillahunt	614 Tower Road	Peachtree City	Georgia	30269
Peachtree City Holdings	200 Westpark Drive, Suite 300	Peachtree City	Georgia	30269

1-800-345-7334
SCALE IN V/D OF AN INCH



1-800-345-7334
SCALE IN V/D OF AN INCH





WYNNMEADE UNIT TWO

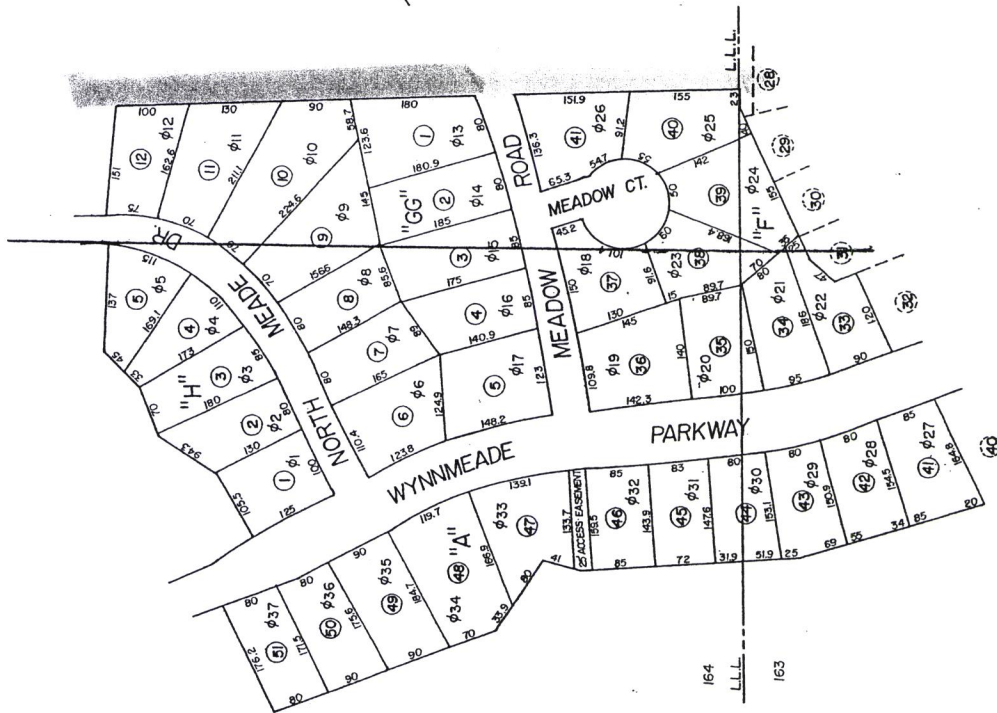
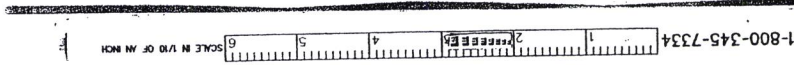
φ = PARCEL NUMBER

OCTOBER 1972

7th DISTRICT
FAYETTE COUNTY, GEORGIA

SCALE 1"=100'

46-1



Ø = PARCEL NUMBER

SEPTEMBER 1975

7th DISTRICT
FAYETTE COUNTY, GEORGIA

SCALE 1" = 100'

46-2

1-800-345-7334
SCALE IN 1/8" OF AN INCH

APRIL 1977

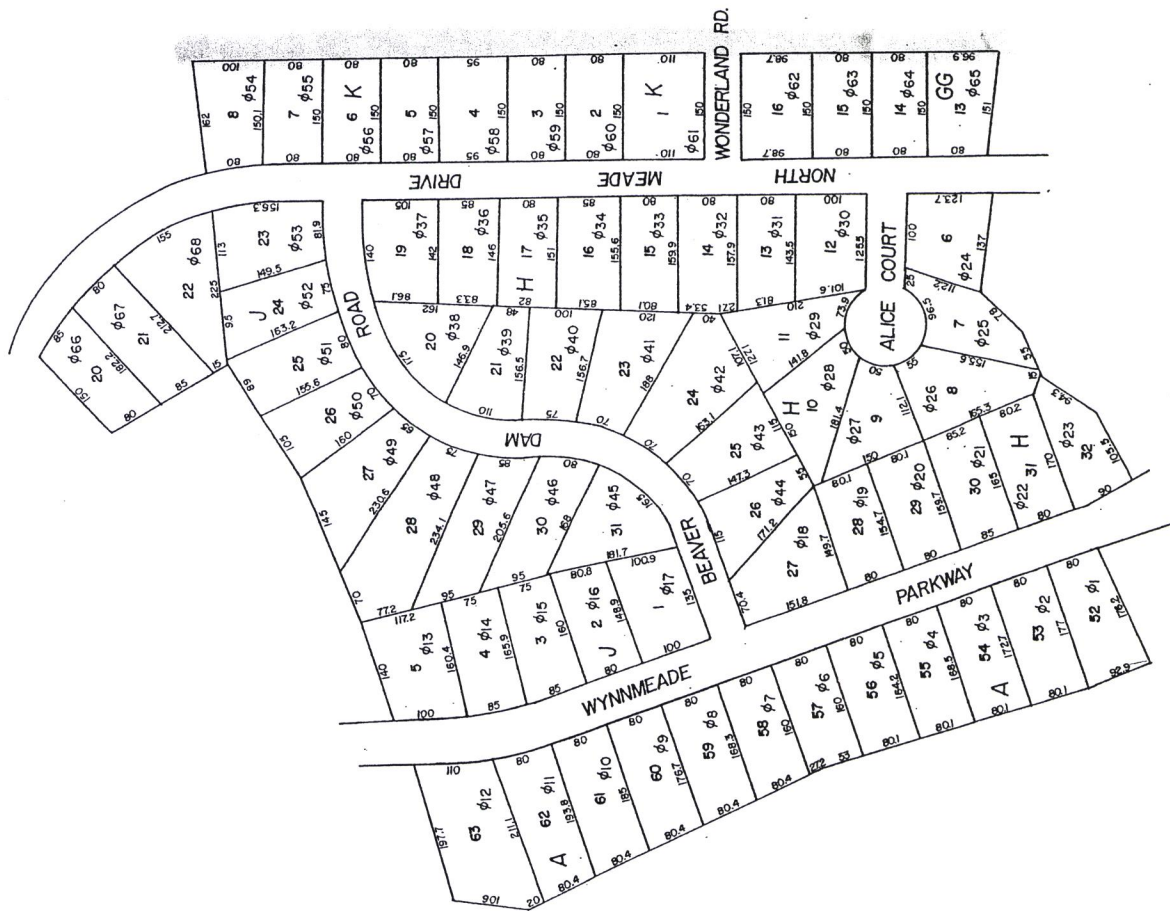
7th DISTRICT
FAYETTE COUNTY, GEORGIA

SCALE 1" = 100'

0.7

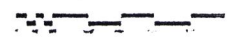
WYNNMEADE UNIT FOUR 'A'
L.L. 164

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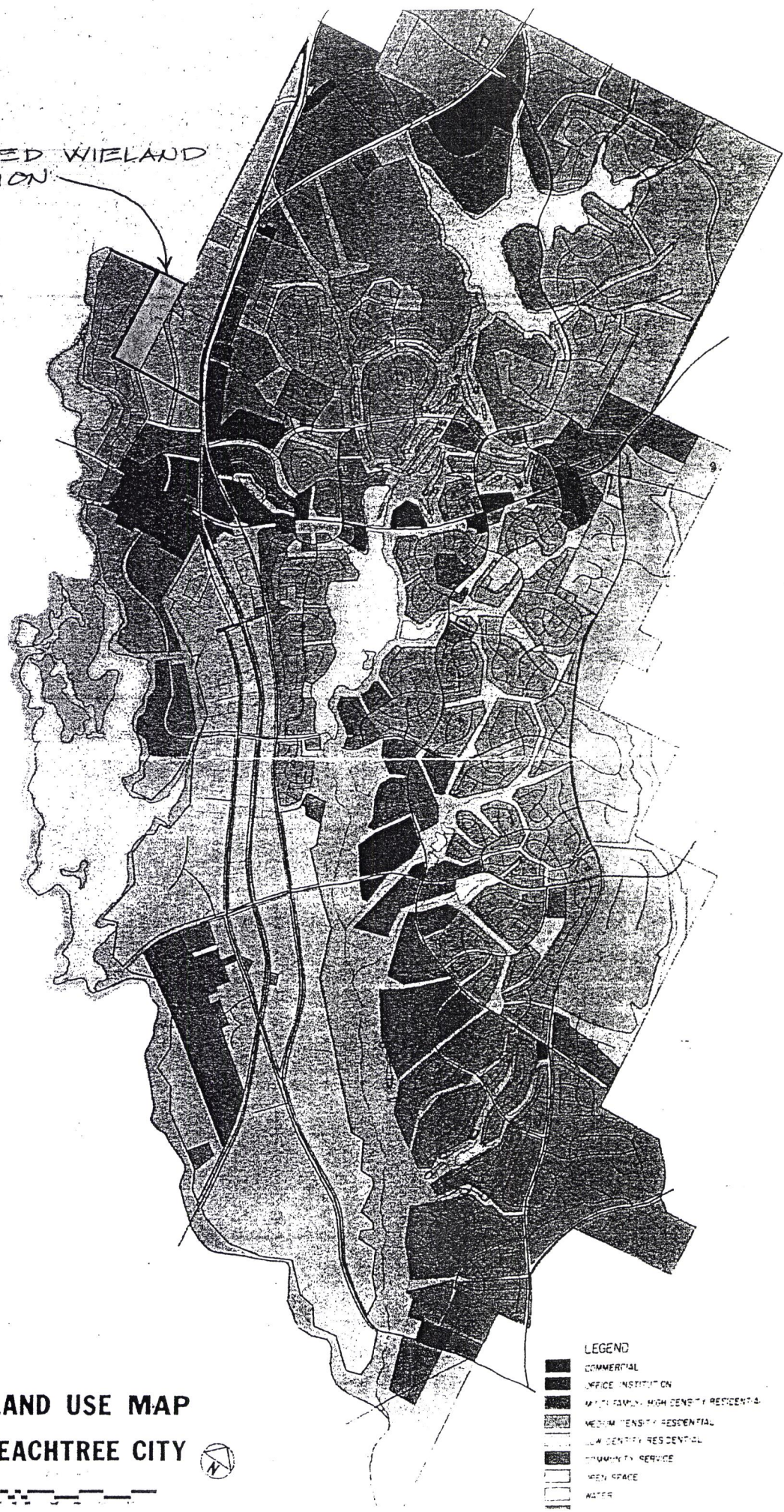
PROPOSED WIELAND
ANNEKATION

LAND USE MAP
PEACHTREE CITY



LEGEND

- COMMERCIAL
- OFFICE INSTITUTION
- MULTI-FAMILY HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- COMMUNITY SERVICE
- OPEN SPACE
- WATER



DRAFT

PH-01-08

Proposed Annexation and Zoning, Wieland Tract

Mr. Saunders opened the public hearing at 7:13 p.m.

Mr. Dan Fields, Vice President of John Wieland Homes (JWH), the developer of the Centennial Subdivision, was in attendance to present the request for the annexation and zoning of the 80.6-acre tract which adjoined the Centennial Subdivision Tract. He noted that this property was bordered by Peachtree City on the east, south, and west. It was bordered on the north by undeveloped land in the unincorporated portion of Fayette County which was owned by Pathway Communities and currently zoned R-75 (2-acre minimum lot size).

Mr. Fields explained that the concept plat of the Centennial Subdivision was approved by the Planning Commission on January 22, 2001; and the rezoning was approved on September 20, 2000. The zoning stipulated that no more than 350 lots would be developed on the approximate 150 acres.

Mr. Fields also stated that when JWH proposed rezoning these 80.6 acres to the Fayette County Board of Commissioners, the Commissioners suggested they try to work out something with Peachtree City to address the fire and safety issues. JWH felt the best way to solve that issue would be to request annexation since the property was bordered on three sides by the City. They felt this option would allow them to develop a more desirable land plan that would benefit the adjoining property owners and the City.

Mr. Fields noted that if the annexation were approved, they would put about 104 dwelling units on the annexation parcel and reduce the number of units on the portion already in the City to 246. He added that the Board of Education felt the new school site they were proposing was better than the previous one that had been reserved.

Mr. Fields expressed the following concerns they had with Staff's conditions of approval:

1. They agreed to extend MacDuff Parkway to the northern City limits line but did not feel this should be tied to the first phase of development. However, they would be willing to build the road to the school site so it could be used when the school was ready to open.

2. They were willing to provide a buffer between lots in this subdivision and the Wynnmeade Subdivision but felt that "buffer" should be better defined, i.e., privacy fence.
3. They agreed to pay for their share of the road improvements (200 feet of right-turn lane) at Highway 54 and Huddleston Road. However, since they would not be building the turn lane, they would not be in control of the timing of that construction.

In response to a question from Mr. Finney, Mr. Fields stated that "pocket" parks would be provided throughout the subdivision. This amenity had proven very successful in other neighborhoods.

Mr. Williams presented the Staff position which supported the annexation. It was felt it would be hard to justify this area not being in the City. The biggest concern was tying this development into the other development in that area and how and when things should happen.

Mr. Williams noted that as the property on the western side of the railroad tracks was developed, it was very likely that there would be a second entrance into the West Side off of Highway 74 at the cable television office. An additional fire station was also planned to serve this area and the portion of Kedron Village across from the cable office. However, there were several issues that would need to be resolved before a location for that station could be finalized. Mr. Williams stressed the importance of the proximity of the fire station to the northern part of Wynnmeade so that better emergency access could be provided into the main part of that subdivision.

He added that Staff suggested some kind of creative buffering such as a wall, a fence, or landscaping be used to separate the two subdivisions.

Mr. Williams also stated that JWH was going to pay RAM Development to build the deceleration lane on GA 54 eastbound at Huddleston Road. The permit had already been issued to RAM so he felt they had met this obligation.

Mr. Mike Satterfield, Facility Director for the Fayette County Board of Education, was in attendance and wanted to clarify a few issues. He confirmed that the new site that was proposed for the school was better than the one that was originally proposed. However, he also stated that although labeled a 20-acre site, because of wetlands on the property, there were actually only 13-1/2 to 14 acres on which they could build. He felt that the issues of concern could be worked out. He also felt that the proposed school and fire

station should be designed on one plan and that the grading for both should be done at the same time.

Mr. Wayne Roberts was in attendance to voice some concerns of the Wynnmeade Homeowners Association. Those issues included the following:

1. Bringing the curbing on MacDuff Parkway up to standard before extending the road,
2. The impact that all of the construction planned in the area of Highway 54 and MacDuff Parkway would have on their subdivision,
3. The proximity of the town homes in the Centennial Subdivision to their subdivision and the probability of them becoming rental property,
4. The cul-de-sac of Tower Road,
5. The timetable for construction of both the school and the fire station,
6. Buffering between Centennial and Wynnmeade,
7. The impact of new development on the water supply to their subdivision, and
8. The possibility of MacDuff Parkway not being extended which would result in the Wynnmeade entrance being the only access the residents of the North Wynnmeade Subdivision would have to their subdivision.

Mr. John Dillahunt, a resident of Wynnmeade Subdivision, was concerned about what he perceived as reluctance on the part of JWH to extend MacDuff Parkway to a point where the new North Wynnmeade Subdivision could be tied directly into MacDuff.

Mr. Steve Brown, a resident of Planterra Ridge Subdivision, did not oppose the project but suggested that the restrictive covenants for the new subdivision limit the number of rental units that would be permitted.

Mr. Dillahunt wondered what would happen if the school was not built. He felt it would not be beneficial to the City or the subdivision to increase the density in that area by rezoning the school property to residential.

Mr. Satterfield stated that the School Board would require that MacDuff Parkway be paved to the entrance to the school site prior to accepting that location.

In response to the concerns cited, Mr. Fields noted that they were not proposing to increase the density of development above what had already been approved. In addition, he stated that the town homes would be in the \$150,000 to \$200,000 price range; and any rentals would be governed by the restrictive covenants. He noted that the exterior of the

units would be maintained by the Homeowners Association. Mr. Fields was not aware of a timetable for the school and the fire station and pointed out that it would be up to the Planning Commission to determine whether the density of the property would be increased if the school was not built.

Mr. Fields also explained that JWH paid Ravin Homes to build 1500 feet of MacDuff Parkway up to their property line. They felt that the developer of the North Wynnmeade Subdivision might need to do something similar to provide access to that site.

Mr. Roberts strongly emphasized the desire of the Wynnmeade residents that the school be built on this site as proposed because of the number of residences going into that area.

He also stated that if MacDuff Parkway were not extended to the northern end of the property, it would seriously impact the addition of North Wynnmeade. Without the extension, 200+ vehicles would be added to Wynnmeade Parkway two or three times a day; and he did not feel the road would tolerate that amount of traffic.

Mr. Williams stated that MacDuff Parkway could be extended as far as necessary to service the northern end of the school site. It would not have to go across the wetland area and up to the property line at this time.

Mr. Saunders closed the public hearing at 7:53 p.m.

In response to questions from Mr. Saunders, Mr. Williams stated that the 350 units had been determined. If the School Board did not accept the site, those 350 units would either extend into those 20 acres or there would be a large park.

In response to another question from Mr. Saunders, Mr. Williams stated that the construction of the fire station was proposed to occur within the next five years.

Mr. Finney asked about the timetable for the school. Mr. Williams felt that if the site were acceptable, it would probably also be scheduled for construction within the next five years.

In response to a question Mr. Payton asked about the curbing standards for MacDuff Parkway, Mr. Williams stated that Mr. Rast would be designing a landscape feature for the median which he felt would solve the problem of people cutting across the median and would also improve its appearance.

Mr. Williams stated that he had spoken to Mr. Tony Parrott of the Fayette County Water System who said that in order to provide water service to this area, he would want to see a line continued from Wynnmeade through the northern development and tied into a line on MacDuff. Mr. Williams thought both developers were planning to do that anyway.

Mr. Saunders asked about the buffering between the two subdivisions. Mr. Williams stated that Staff was suggesting that something be done that would provide a good visual buffer between the two. That could be a decorative wall such as the one that separated lots in Cardiff Park from the industrial/commercial areas on the backs of the lots. Decorative wooden fence or plantings of trees that provide good buffers could also be used.

There was some discussion about the possibility of requiring the deceleration lane on GA 54 eastbound at Huddleston Road to be completed prior to issuance of any certificates of occupancy. Mr. Saunders felt this was necessary because of some of the problems that had been encountered on other projects when road improvements were not completed as required. Mr. Williams stated it that should not be a condition of approval because Mr. Fields had no control over when the developer of Home Depot would complete those improvements.

In response to a question from Mr. Finney, Mr. Fields stated that the price range of the single-family homes would be in the \$200,000+ range, and the square footage would range from 1800 to 3600 SF.

Mr. Williams suggested adding conditions of approval to address (1) looping the water line to ensure the needs of the Fayette County Water Department and the Peachtree City Fire Department were met and (2) limiting the number of rental units that could occur to something less than 20 percent. Mr. Fields stated that he could provide Staff with covenants that would restrict the number of rental units.

In response to a question from Mr. Saunders, Mr. Williams stated that the sewer lines in this area could not handle the additional capacity the new development would create. A Water and Sewer Authority construction project which was expected to be completed by March of 2002, would solve the problem.

Although not normally in favor of annexation, Mr. Saunders felt this parcel of land should be a part of the City.

After discussion, a motion was made by Mr. Finney, seconded by Mr. Payton, and unanimously adopted to forward the proposed annexation and zoning to City Council with a recommendation for approval with the following understandings and conditions:

1. *The developer, JWH, shall dedicate to the Board of Education, at no cost to the Board, a tract of land within the proposed annexation area for a future elementary school site. The tract must be at least 20 acres of land that is suitable for the development of a school, and it must be land that is acceptable to the Board.*
2. *The developer shall extend MacDuff Parkway to a location on the school site that will provide service to all access drives to the school, as dictated by the typical site plan for elementary schools that has been prepared by the Board. This extension must be done at no expense to the Board or the City, and it must be completed prior to the completion of construction of the school.*
3. *The developer shall extend MacDuff Parkway at least to the southern boundary of the school property as a part of the initial phase of the development of the Centennial Subdivision. Also, the developer shall install water and sewer lines, properly sized, at least to the southern boundary of the school property as a part of the initial phase of the development of the Centennial Subdivision. All these extensions shall be at no cost to the Board or the City.*
4. *The developer shall dedicate to the City, as a part of the initial phase of the development of the Centennial Subdivision, a 50-foot wide right-of-way from MacDuff Parkway to the western boundary of the annexation area in a location acceptable to the City. The purpose of this right-of-way will be to provide a northern access route from the Wynnmeade area to MacDuff Parkway. The developer will not be responsible for any costs associated with building the road within this right-of-way.*
5. *The developer shall dedicate to the City, at no cost to the City and as a part of the initial phase of the development of the Centennial Subdivision, a tract of land within the annexation area for a future fire and rescue station. The tract must be at least one acre of land that is suitable for the development of a fire and rescue station, and it must be acceptable to the City. The developer shall extend MacDuff Parkway to the site prior to the completion of construction of the fire and rescue station.*
6. *The developer shall build, or pay to have built, the deceleration lane on GA 54 at Huddleston Drive that was identified for the proposed subdivision to meet the requirements set forth in the Traffic Impact Ordinance.*
7. *The developer shall install a water main within the Centennial Subdivision that is sized as required by the Fayette County Water System and the Peachtree City Fire Department. This main shall be extended to the western boundary of the annexation area to allow for the creation of a loop with a similar water main to be*

installed in the Wynnmeade area. The developer shall not be responsible for extending the main onto the adjoining property;

- 8. The developer shall establish deed covenants for the Centennial Subdivision that shall limit rental units within the subdivision to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to the sale of the first dwelling unit in the subdivision; and*
- 9. All residential units in the annexation area shall be separated from the developed lots in the Wynnmeade Subdivision with a buffer that provides for a reasonable visual separation between the properties..*

This item was scheduled to be heard at the August 16, 2001, City Council meeting.

OLD AGENDA ITEMS

07-01-01 Concept Plat, North Wynnmeade Subdivision

Mr. Marvin Isenberg, President of Piedmont Properties, Inc., was in attendance to present the concept plat for a proposed subdivision on the 81.3-acre tract of undeveloped land immediately north of the Wynnmeade Subdivision. The property consisted of about 42.1 acres of wetlands and floodplain and about 39.2 acres of upland area. Mr. Isenberg was proposing to subdivide the upland portion of the tract into 107 single-family lots averaging about 11,700 SF.

He informed the Commission, staff, and residents in attendance that this development would not be an extension of the Wynnmeade Subdivision and that none of the lots would be in the floodplain. He noted that when this property was zoned R-1 Residential approximately 30 years ago, four phases of Wynnmeade were proposed although only three were developed.

Mr. Isenberg stated that he did not have a problem with any of the staff conditions of approval but noted the following:

1. The minimum lot size for the zoning district was 10,000 SF, and Staff recommended the average lot size must be no less than 11,000 SF; their site plan showed lots that averaged 11,700 SF.

POSITION PAPER
Proposed Annexation and Zoning of the Wieland/Centennial Subdivision Tract
Director of Developmental Services
July 31, 2001

DRAFT

Situation:

John Wieland Homes (JWH), the developer of the Centennial Subdivision, has requested the annexation and zoning of the 80.6-acre tract which adjoins the subdivision (Attachment "A").

Facts:

1. At its meeting on May 17, 2001, Council lifted the moratorium on annexation so this request could be considered (Attachment "B").
2. The 80.6-acre tract proposed for annexation is bordered by Peachtree City on three sides. On the east, it is bordered by the existing Centennial Subdivision Tract; on the south, it is bordered by the Wynnmeade Subdivision; and on the west, it is bordered by both the Wynnmeade Subdivision and the proposed new Live Oaks Subdivision (North Wynnmeade) (Attachment "C").
3. The annexation tract is bordered on the north by undeveloped land in the unincorporated portion of Fayette County owned by Pathway Communities and currently zoned R-75 (2-acre minimum lot size) (Attachment "C").
4. The portion of the Centennial Subdivision Tract in Peachtree City is currently zoned GR-4 General Residential, while the Wynnmeade Subdivision and the North Wynnmeade Subdivision Tract are currently zoned R-1 Residential (Attachment "C").
5. The Wynnmeade Subdivision is fully developed with single-family detached homes on lots of at least 12,000 square feet.
6. The North Wynnmeade Tract is undeveloped at this time, but a concept plat is currently under review. It is being called the Live Oaks Subdivision.
7. A concept plat of the Centennial Subdivision Tract that is currently within the City was approved by the Planning Commission on January 22, 2001. It included 101.6 acres with a maximum of 350 dwelling units. It was anticipated that some of these units would be developed on the adjoining parcel that is now proposed for annexation. It was also anticipated that a site for a new elementary school would be reserved in the proposed annexation area.
8. Based on the current Fayette County zoning, JWH anticipates it could put about 14 of the total 350 units on the annexation parcel.
9. If the annexation is approved, JWH has indicated a desire to put about 104 dwelling units on the annexation parcel and reduce the number of units on the portion already in the City to 246 (Attachment "D").
10. Fayette County and the Board of Education have been notified of the proposed annexation. We have not received any responses from them. If any are received prior to the meeting, they will be distributed as soon as they are available.

11. The proposed 350-dwelling-unit subdivision has been tested by the GA 54 Traffic Impact Model. The subdivision was approved with the condition that JWH build a 250-foot length of deceleration lane with a 100-foot taper on GA 54 eastbound at Huddleston Road; and
12. At its meeting on July 23, 2001, the Planning Commission voted unanimously to recommend that the proposed annexation be approved (Attachment "E") with the following conditions:
 - a. The developer, JWH, shall dedicate to the Board of Education, at no cost to the Board, a tract of land within the proposed annexation area for a future elementary school site. The tract must be at least 20 acres of land that is suitable for the development of a school, and it must be land that is acceptable to the Board.
 - b. The developer shall extend MacDuff Parkway to a location on the school site that will provide service to all access drives to the school, as dictated by the typical site plan for elementary schools that has been prepared by the Board. This extension must be done at no expense to the Board or the City, and it must be completed prior to the completion of construction of the school.
 - c. The developer shall extend MacDuff Parkway at least to the southern boundary of the school property as a part of the initial phase of the development of the Centennial Subdivision. Also, the developer shall install water and sewer lines, properly sized, at least to the southern boundary of the school property as a part of the initial phase of the development of the Centennial Subdivision. All these extensions shall be at no cost to the Board or the City.
 - d. The developer shall dedicate to the City, as a part of the initial phase of the development of the Centennial Subdivision, a 50-foot wide right-of-way from MacDuff Parkway to the western boundary of the annexation area in a location acceptable to the City. The purpose of this right-of-way will be to provide a northern access route from the Wynnmeade area to MacDuff Parkway. The developer will not be responsible for any costs associated with building the road within this right-of-way.
 - e. The developer shall dedicate to the City, at no cost to the City and as a part of the initial phase of the development of the Centennial Subdivision, a tract of land within the annexation area for a future fire and rescue station. The tract must be at least one acre of land that is suitable for the development of a fire and rescue station, and it must be acceptable to the City. The developer shall extend MacDuff Parkway to the site prior to the completion of construction of the fire and rescue station.
 - f. The developer shall build, or pay to have built, the deceleration lane on GA 54 at Huddleston Drive that was identified for the proposed subdivision to meet the requirements set forth in the Traffic Impact Ordinance.
 - g. The developer shall install a water main within the Centennial Subdivision that is sized as required by the Fayette County Water System and the Peachtree City Fire Department. This main shall be extended to the western boundary of the annexation area to allow for

- the creation of a loop with a similar water main to be installed in the Wynnmeade area. The developer shall not be responsible for extending the main onto the adjoining property;
- h. The developer shall establish deed covenants for the Centennial Subdivision that shall limit rental units within the subdivision to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to the sale of the first dwelling unit in the subdivision; and
 - i. All residential units in the annexation area shall be separated from the developed lots in the Wynnmeade Subdivision with a buffer that provides for a reasonable visual separation between the properties.

Recommendation:

Staff recommends that the annexation and zoning be approved by Council as recommended by the Planning Commission with the above conditions stipulated by the Commission and with the following additional two conditions:

1. At all times during construction of the Centennial Subdivision, the developer shall maintain the City cart path from Wynnmeade to the pedestrian bridge over GA 74 in a condition that is both safe and fully functional.
2. The plan submitted as a part of the annexation request is illustrative only. The developer shall prepare a detailed development plan which must be approved by the Planning Commission as a part of the concept plat process.

JBW/jir

Attachments "A" – "E"

Jim Williams

From: Jim Basinger
Sent: Friday, August 10, 2001 9:26 AM
To: Jim Williams
Subject: FW: Annexation and Rezoning of 80.65 Acres

Jim, please see me on this opinion first thing this morning. jim

-----Original Message-----

From: Rick Lindsey [mailto:rlindsey@webb-firm.com]
Sent: Friday, August 10, 2001 8:51 AM
To: Jim Basinger
Subject: RE: Annexation and Rezoning of 80.65 Acres

Jim - The City Council may consider lifting the multi-family moratorium without first advertising such in the newspaper, etc. A case decided July 2, 2001, by the Georgia Supreme Court involving the City of Roswell held that the Zoning Procedures Law does not apply to situations like this. Therefore, the City has the authority to allow City Council to consider at the next meeting whether it wants to lift the moratorium. There is no need to specially advertise for this agenda item. It can be treated exactly like the other agenda items.

If you need to discuss this further, please let me know.
Rick

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reply e-mail, and then destroy all copies of the transmission.

-----Original Message-----

From: Jim Basinger [mailto:citymgr@peachtree-city.org]
Sent: Wednesday, August 08, 2001 8:45 AM
To: Rick Lindsey
Cc: "Jane Miller"@peachcity.com; "Betsy Tyler"@peachcity.com
Subject: FW: Annexation and Rezoning of 80.65 Acres

Rick, please call me on this today. Thanks. Jim

-----Original Message-----

From: Dan Fields [mailto:Dan.Fields@JWHOMES.com]
Sent: Wednesday, August 08, 2001 8:15 AM
To: Jim Bassinger (E-mail); Jim Williams (E-mail)
Subject: Annexation and Rezoning of 80.65 Acres

It is my understanding that the multi-family moratorium was lifted for the Centennial subdivision. To avoid any further delays of the Centennial development, I wanted to confirm that the multi-family moratorium would not apply to the 80.65 acres. I met with Jim Williams last week and it appears that the county may cause some further complications and I just wanted to be sure we have no further surprises. As Jim suggested, we are modifying our plan to reduce the density of the townhomes in the southwest corner of the property. We have dispersed those along the power line (as Jim suggested) and a pod adjacent to the school. As soon as I get the revisions, I will share with Jim.

As you are probably aware, we have begun clearing and grading on the county property and anxiously await our permits in the City. Our interest clock has been clicking for quite some time and we have received substantial interest in Centennial. We think it will be a showcase neighborhood and would appreciate your assistance. Dan

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

FROM: City Manager 

DATE: August 10, 2001

SUBJECT: Bond Briefing & Resolution

Attached is the Bond Resolution for consideration at the August 16 Council Agenda.

Council was provided with a draft presentation on the bond questions in July. Some of the information in that report has changed slightly, including the final costs for each project. The Bond Resolution reflects the final costs, with the estimated bond issuance costs distributed per project.

The most significant change from the draft proposal is the elimination of a question regarding the construction of a Civic Auditorium. The potential users originally involved in the design subcommittee have determined that the community would be better served through their pursuit of an existing structure to serve this purpose. This course of action will provide a savings to the taxpayers over constructing a new facility, and will eliminate a facility standing vacant in the county. Their final concern was that the facility be perceived as and function as a countywide resource, which would be hindered if the project was a "Peachtree City" owned and operated structure. This eliminated the need for the project on the bond referendum.

The Community Center question specifies the acquisition of Braelinn Baptist Church for \$2.6 million, with \$200,000 budgeted for the needed furnishings and equipment. As part of the sales agreement negotiated with Braelinn Baptist Church for the \$2.6 million price, the city and the church will share the use of the facility for 18 months. Staffing and equipment needs, as well as programming, will be limited by that contract during that time, and revised projections for anticipated operating costs and revenues are being finalized for the interim period. As you may recall, the draft presentation provided estimated operating costs and projected revenues for the facility, and those projections were based upon the facility being fully operational. Those projections are still reasonable, but the timing for achieving fully operational status will be delayed somewhat due to the terms of the sales agreement. The sales agreement, of course, is fully contingent upon voter approval of the acquisition.

Due to the ongoing negotiations regarding the Community Center, the allocation of estimated issuance costs, and some unforeseen scheduling difficulties, the bond presentation packet is not finalized for inclusion in the Council books today. This information will be available and in your boxes by noon on Saturday, August 11. Again, the information has not changed significantly from the draft reports provided last month.

Should Council wish to proceed with the Bond Referendum, staff recommends adopting the Bond Resolution at the August 16 meeting to allow for the 60-day approval process through the U.S. Department of Justice.

Please advise if you have any questions or concerns.

JB/bt

A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE BY PEACHTREE CITY OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,140,000, CONSISTING OF AIRPORT REFINANCING BONDS IN THE PRINCIPAL AMOUNT OF \$1,620,000, DRAKE FIELD IMPROVEMENT BONDS IN THE PRINCIPAL AMOUNT OF \$700,000, PLAYGROUND AND PICNIC SHELTER BONDS IN THE PRINCIPAL AMOUNT OF \$200,000, KEDRON FIELDHOUSE EXPANSION BONDS IN THE PRINCIPAL AMOUNT OF \$1,735,000, AND COMMUNITY CENTER BONDS IN THE PRINCIPAL AMOUNT OF \$2,885,000; TO PROVIDE FOR THE DATE, RATE OR RATES OF INTEREST, AND SCHEDULE OF MATURITIES THAT SUCH BONDS SHALL BEAR AND THAT THE BONDS MAY BE MADE SUBJECT TO REDEMPTION PRIOR TO MATURITY TO THE EXTENT PERMITTED BY LAW; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SUCH BONDED INDEBTEDNESS, IF SO AUTHORIZED; TO PROVIDE THAT THE BONDS AUTHORIZED MAY BE ISSUED IN ONE OR MORE SERIES AND ON ONE OR MORE DATES OF ISSUANCE; AND FOR OTHER PURPOSES:

WHEREAS, the Council of Peachtree City (the "Governing Body") is the governing authority of Peachtree City (the "City"), a municipal corporation created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the City; and

WHEREAS, the Governing Body deems it to be in the best interest of the City to improve public services in the City (1) by refinancing obligations of the Peachtree City Airport Authority and (2) by acquiring, constructing, reconstructing, renovating, repairing, improving, and installing improvements to Drake Field, playgrounds and picnic shelters, an expansion of Kedron Fieldhouse, and a community center and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, all at an estimated cost of more than \$7,140,000; and

WHEREAS, it appears to the Governing Body that the most feasible plan for providing funds to pay or be applied toward the cost of refinancing obligations of the Peachtree City Airport Authority and to pay expenses incident to accomplishing the foregoing, requires the issuance and sale of the City's general obligation bonds, in the aggregate principal amount of \$1,620,000, pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it appears to the Governing Body that the most feasible plan for providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, repairing, improving, and installing improvements to Drake Field and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing, requires the issuance and sale of the City's general obligation bonds, in the aggregate principal amount of \$700,000, pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it appears to the Governing Body that the most feasible plan for providing funds to pay or be applied toward the cost of acquiring, constructing, and installing playgrounds and picnic shelters and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing, requires the issuance and sale of the City's general obligation bonds, in the aggregate principal amount of \$200,000, pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it appears to the Governing Body that the most feasible plan for providing funds to pay or be applied toward the cost of acquiring, constructing, improving, and installing an expansion of Kedron Fieldhouse and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing, requires the issuance and sale of the City's general obligation bonds, in the aggregate principal amount of \$1,735,000, pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, it appears to the Governing Body that the most feasible plan for providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing a community center and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing, requires the issuance and sale of the City's general obligation bonds, in the aggregate principal amount of \$2,885,000, pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, under the Constitution and laws of the State of Georgia, it is necessary to submit to the qualified voters of the City the questions of whether or not \$1,620,000, \$700,000, \$200,000, \$1,735,000, and \$2,885,000, respectively, in aggregate principal amount of general obligation bonds should be issued for such purposes, which bonds, if authorized, shall be dated, shall bear interest from date at such rate or rates, not exceeding a maximum per annum rate, and shall mature as to principal, as hereinafter more fully set forth, and may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED by the Council of Peachtree City, and it is hereby resolved by authority of the same, as follows:

Section 1. There is hereby authorized to be called and there is hereby called an election to be held in the City on the 6th day of November 2001, for the purpose of submitting to the qualified voters of the City for their determination the separate questions of whether or not the City's general obligation bonds described below should be issued for the purposes set forth below:

A. Airport Refinancing Bonds in the aggregate principal amount of \$1,620,000 for the purpose of providing funds to pay or be applied toward the cost of refinancing obligations of the Peachtree City Airport Authority and to pay expenses incident to accomplishing the foregoing.

B. Drake Field Improvement Bonds in the aggregate principal amount of \$700,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, repairing, improving, and installing improvements to Drake Field and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

C. Playground and Picnic Shelter Bonds in the aggregate principal amount of \$200,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, and installing playgrounds and picnic shelters and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

D. Kedron Fieldhouse Expansion Bonds in the aggregate principal amount of \$1,735,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, improving, and installing an expansion of Kedron Fieldhouse and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

E. Community Center Bonds in the aggregate principal amount of \$2,885,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing a community center and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

Such bonds, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Governing Body may approve, shall be in such denomination or denominations as the Governing Body may approve, and shall bear interest from date at such rate or rates as the Governing Body may approve but not exceeding seven and three-fourths percent (7.75%) per annum in any year. All interest shall be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2002, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

AIRPORT REFINANCING BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$ 95,000	2010	\$125,000
2004	100,000	2011	135,000
2005	105,000	2012	140,000
2006	110,000	2013	145,000
2007	115,000	2014	150,000
2008	120,000	2015	160,000
2009	120,000		

DRAKE FIELD IMPROVEMENT BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$15,000	2016	\$25,000
2004	15,000	2017	30,000
2005	15,000	2018	30,000
2006	20,000	2019	30,000
2007	20,000	2020	35,000
2008	20,000	2021	35,000
2009	20,000	2022	35,000
2010	20,000	2023	40,000
2011	20,000	2024	40,000
2012	25,000	2025	45,000
2013	25,000	2026	45,000
2014	25,000	2027	45,000
2015	25,000		

PLAYGROUND AND PICNIC SHELTER BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$10,000	2010	\$15,000
2004	10,000	2011	15,000
2005	15,000	2012	15,000
2006	15,000	2013	20,000
2007	15,000	2014	20,000
2008	15,000	2015	20,000
2009	15,000		

KEDRON FIELDHOUSE EXPANSION BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$40,000	2016	\$ 70,000
2004	40,000	2017	70,000
2005	40,000	2018	75,000
2006	45,000	2019	80,000
2007	45,000	2020	85,000
2008	50,000	2021	85,000
2009	50,000	2022	90,000
2010	50,000	2023	95,000
2011	55,000	2024	100,000
2012	55,000	2025	105,000
2013	60,000	2026	110,000
2014	60,000	2027	115,000
2015	65,000		

COMMUNITY CENTER BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$ 65,000	2016	\$110,000
2004	70,000	2017	120,000
2005	70,000	2018	125,000
2006	75,000	2019	130,000
2007	75,000	2020	135,000
2008	80,000	2021	145,000
2009	80,000	2022	150,000
2010	85,000	2023	160,000
2011	90,000	2024	165,000
2012	95,000	2025	175,000
2013	100,000	2026	185,000
2014	100,000	2027	195,000
2015	105,000		

Section 2. The ballot to be used in the election shall have printed thereon in brief form the questions to be determined by the voters, to-wit:

“Shall \$1,620,000 in aggregate principal amount of Peachtree City General Obligation Airport Refinancing Bonds be authorized to be issued?”

“Shall \$700,000 in aggregate principal amount of Peachtree City General Obligation Drake Field Improvement Bonds be authorized to be issued?”

“Shall \$200,000 in aggregate principal amount of Peachtree City General Obligation Playground and Picnic Shelter Bonds be authorized to be issued?”

“Shall \$1,735,000 in aggregate principal amount of Peachtree City General Obligation Kedron Fieldhouse Expansion Bonds be authorized to be issued?”

“Shall \$2,885,000 in aggregate principal amount of Peachtree City General Obligation Community Center Bonds be authorized to be issued?”

The ballot shall have printed thereon the word “YES” and the word “NO” opposite each question propounded in order that each voter may vote in either the affirmative or the negative as to each question propounded. The voters may vote for or against any or all of the questions propounded. The polls in each of the precincts within the City shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in the City. The election shall be held in accordance and in conformity with the Constitution and laws of the United States of America and of the State of Georgia.

Section 3. The Fayette County Board of Elections is hereby appointed as the Municipal Election Superintendent to conduct the election, to receive from poll officers the returns of the election, to canvass and compute such returns, to certify as soon as practicable following the election the results thereof to the Governing Body, and to take such other actions in the premises as provided by law.

Section 4. The City Clerk is hereby ordered and directed forthwith to furnish the Municipal Election Superintendent of the City with a duly certified copy of this resolution in order that the Municipal Election Superintendent may take such action in the premises as provided by law.

Section 5. Any brochures, listings, or other advertisements issued by the Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Governing Body shall be deemed to be a statement of intention of the Governing Body concerning the use of the bond funds or interest received from such bond funds which have been invested.

Section 6. The following notice shall be incorporated into the call of the election by the Municipal Election Superintendent:

NOTICE OF BOND ELECTION

TO THE QUALIFIED VOTERS OF PEACHTREE CITY

YOU ARE HEREBY NOTIFIED that on the 6th day of November 2001, an election will be held in Peachtree City (the "City"). At the election there will be submitted to the qualified voters of the City for their determination the separate questions of whether or not the City's general obligation bonds described below should be issued in the following principal amounts and for the following purposes:

A. Airport Refinancing Bonds in the aggregate principal amount of \$1,620,000 for the purpose of providing funds to pay or be applied toward the cost of refinancing obligations of the Peachtree City Airport Authority and to pay expenses incident to accomplishing the foregoing.

B. Drake Field Improvement Bonds in the aggregate principal amount of \$700,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, repairing, improving, and installing improvements to Drake Field and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

C. Playground and Picnic Shelter Bonds in the aggregate principal amount of \$200,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, and installing playgrounds and picnic shelters and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

D. Kedron Fieldhouse Expansion Bonds in the aggregate principal amount of \$1,735,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, improving, and installing an expansion of Kedron Fieldhouse and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

E. Community Center Bonds in the aggregate principal amount of \$2,885,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing a community center and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

Such bonds, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Council of Peachtree City (the "Governing Body") may approve, shall be in such denomination or denominations as the Governing Body may approve, shall bear interest from date at such rate or rates as the Governing Body may approve but not exceeding seven and three-fourths percent (7.75%) per annum in any year, and shall provide for interest to be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2002, and for principal

to mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

AIRPORT REFINANCING BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$ 95,000	2010	\$125,000
2004	100,000	2011	135,000
2005	105,000	2012	140,000
2006	110,000	2013	145,000
2007	115,000	2014	150,000
2008	120,000	2015	160,000
2009	120,000		

DRAKE FIELD IMPROVEMENT BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$15,000	2016	\$25,000
2004	15,000	2017	30,000
2005	15,000	2018	30,000
2006	20,000	2019	30,000
2007	20,000	2020	35,000
2008	20,000	2021	35,000
2009	20,000	2022	35,000
2010	20,000	2023	40,000
2011	20,000	2024	40,000
2012	25,000	2025	45,000
2013	25,000	2026	45,000
2014	25,000	2027	45,000
2015	25,000		

PLAYGROUND AND PICNIC SHELTER BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$10,000	2010	\$15,000
2004	10,000	2011	15,000
2005	15,000	2012	15,000
2006	15,000	2013	20,000
2007	15,000	2014	20,000
2008	15,000	2015	20,000
2009	15,000		

KEDRON FIELDHOUSE EXPANSION BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$40,000	2016	\$ 70,000
2004	40,000	2017	70,000
2005	40,000	2018	75,000
2006	45,000	2019	80,000
2007	45,000	2020	85,000
2008	50,000	2021	85,000
2009	50,000	2022	90,000
2010	50,000	2023	95,000
2011	55,000	2024	100,000
2012	55,000	2025	105,000
2013	60,000	2026	110,000
2014	60,000	2027	115,000
2015	65,000		

COMMUNITY CENTER BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$ 65,000	2016	\$110,000
2004	70,000	2017	120,000
2005	70,000	2018	125,000
2006	75,000	2019	130,000
2007	75,000	2020	135,000
2008	80,000	2021	145,000
2009	80,000	2022	150,000
2010	85,000	2023	160,000
2011	90,000	2024	165,000
2012	95,000	2025	175,000
2013	100,000	2026	185,000
2014	100,000	2027	195,000
2015	105,000		

The Governing Body may, prior to the sale of any of the bonds authorized by the voters at the election, incorporate provisions in any or all of the bonds so authorized which would permit the City to redeem the bonds prior to their stated maturities, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body. Any or all of the bonds authorized by the voters at the election may be issued in one or more series and on one or more dates of issuance as the Governing Body may approve.

Voters desiring to vote for the issuance of such bonds shall do so by voting “YES” and voters desiring to vote against the issuance of such bonds shall do so by voting “NO”, as to the questions propounded, to-wit:

“Shall \$1,620,000 in aggregate principal amount of Peachtree City General Obligation Airport Refinancing Bonds be authorized to be issued?”

“Shall \$700,000 in aggregate principal amount of Peachtree City General Obligation Drake Field Improvement Bonds be authorized to be issued?”

“Shall \$200,000 in aggregate principal amount of Peachtree City General Obligation Playground and Picnic Shelter Bonds be authorized to be issued?”

“Shall \$1,735,000 in aggregate principal amount of Peachtree City General Obligation Kedron Fieldhouse Expansion Bonds be authorized to be issued?”

“Shall \$2,885,000 in aggregate principal amount of Peachtree City General Obligation Community Center Bonds be authorized to be issued?”

Voters may vote for or against any or all of the questions propounded. The several places for holding the election shall be in the regular and established precincts in the City, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and laws of the United States of America and of the State of Georgia.

The last day to register to vote in this special election is October 9, 2001, through 5:00 p.m.

Any brochures, listings, or other advertisements issued by the Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Governing Body shall be deemed to be a statement of intention of the Governing Body concerning the use of the bond funds or interest received from such bond funds which have been invested.

This notice is given pursuant to joint action of the Council of Peachtree City and the Municipal Election Superintendent of Peachtree City.

PEACHTREE CITY

By: Robert L. Lemp
Mayor

**MUNICIPAL ELECTION SUPERINTENDENT
OF PEACHTREE CITY**

BY: FAYETTE COUNTY BOARD OF
ELECTIONS

By: _____
Elections Supervisor

Section 7. Should any of the bonds be authorized by the requisite number of qualified voters, the Governing Body shall, prior to the issuance of any such bonds, levy an ad valorem tax upon all the property subject to taxation for general obligation bond purposes, within the corporate limits of the City, sufficient in amount to pay the principal of and the interest on such bonds at their respective maturities.

Section 8. The Governing Body may, prior to the sale of any of the bonds authorized by the voters at the election, incorporate provisions in any or all of the bonds so authorized which would permit the City to redeem the bonds prior to their stated maturities, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body. No such redemption provisions shall, however, increase the amount of, or accelerate the time for collection of, any annual tax levy required to be made for payment of the bonds as specified in Section 7 above.

Section 9. Any or all of the bonds authorized by the voters at the election may be issued in one or more series and on one or more dates of issuance as the Governing Body may approve. The aggregate principal amount of each bond issue, whether issued in one series or in more than one series, shall not exceed the principal amount authorized by the voters, and the other terms and conditions of each series of an issue shall conform to those set forth in this resolution.

Section 10. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ____ day of August 2001.

(SEAL)

PEACHTREE CITY

By: Robert L. Long
Mayor

Attest:

City Clerk

**STATE OF GEORGIA
FAYETTE COUNTY**

CITY CLERK'S CERTIFICATE

I, _____, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a referendum resolution adopted by the Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____.m., on the ____ day of August 2001, in connection with calling an election pertaining to the issuance or non-issuance of Peachtree City General Obligation Bonds, the original of such referendum resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

Robert L. Lennox
Annie McMenamin
Steve Rapson
Carol A. Fritz

and that the following members were absent:

Dan Tennant

and that such referendum resolution was duly adopted by a vote of:

Aye _____ Nay _____.

WITNESS my hand and the official seal of Peachtree City, this the ____ day of August 2001.

(SEAL)

City Clerk

A REFERENDUM RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE BY PEACHTREE CITY OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,140,000, CONSISTING OF AIRPORT REFINANCING BONDS IN THE PRINCIPAL AMOUNT OF \$1,620,000, DRAKE FIELD IMPROVEMENT BONDS IN THE PRINCIPAL AMOUNT OF \$700,000, PLAYGROUND AND PICNIC SHELTER BONDS IN THE PRINCIPAL AMOUNT OF \$200,000, KEDRON FIELDHOUSE EXPANSION BONDS IN THE PRINCIPAL AMOUNT OF \$1,735,000, AND COMMUNITY CENTER BONDS IN THE PRINCIPAL AMOUNT OF \$2,885,000; TO PROVIDE FOR THE DATE, RATE OR RATES OF INTEREST, AND SCHEDULE OF MATURITIES THAT SUCH BONDS SHALL BEAR AND THAT THE BONDS MAY BE MADE SUBJECT TO REDEMPTION PRIOR TO MATURITY TO THE EXTENT PERMITTED BY LAW; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SUCH BONDED INDEBTEDNESS, IF SO AUTHORIZED; TO PROVIDE THAT THE BONDS AUTHORIZED MAY BE ISSUED IN ONE OR MORE SERIES AND ON ONE OR MORE DATES OF ISSUANCE; AND FOR OTHER PURPOSES:

WHEREAS, the Council of Peachtree City (the "Governing Body") is the governing authority of Peachtree City (the "City"), a municipal corporation created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the City; and

WHEREAS, the Governing Body is authorized to improve public service Authority and (2) by and installing improvements to Kedron Fieldhouse, an real and personal, useful than \$7,140,000; and

WHEREAS, it is authorized to use funds to pay or be applied to the Airport Authority and the issuance and sale of the \$1,620,000, pursuant to the

WHEREAS, it is authorized to use funds to pay or be applied to the Airport Authority and the issuance and sale of the \$1,620,000, pursuant to the Constitution and laws of the State of Georgia; and

the best interest of the City to of the Peachtree City Airport renovating, repairing, improving, picnic shelters, an expansion of equipment, and property, both at an estimated cost of more

the most feasible plan for providing improvements of the Peachtree City the foregoing, requires the aggregate principal amount of Georgia; and

the most feasible plan for providing

reconstructing, repairing,

B. Drake Field Improvement Bonds in the aggregate principal amount of \$700,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, repairing, improving, and installing improvements to Drake Field and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

C. Playground and Picnic Shelter Bonds in the aggregate principal amount of \$200,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, and installing playgrounds and picnic shelters and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

D. Kedron Fieldhouse Expansion Bonds in the aggregate principal amount of \$1,735,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, improving, and installing an expansion of Kedron Fieldhouse and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

E. Community Center Bonds in the aggregate principal amount of \$2,885,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing a community center and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

Such bonds, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Governing Body may approve, shall be in such denomination or denominations as the Governing Body may approve, and shall bear interest from date at such rate or rates as the Governing Body may approve but not exceeding seven and three-fourths percent (7.75%) per annum in any year. All interest shall be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2002, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Governing Body may approve) on January 1 in the years and amounts as follows:

KEDRON FIELDHOUSE EXPANSION BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$40,000	2016	\$ 70,000
2004	40,000	2017	70,000
2005	40,000	2018	75,000
2006	45,000	2019	80,000
2007	45,000	2020	85,000
2008	50,000	2021	85,000
2009	50,000	2022	90,000
2010	50,000	2023	95,000
2011	55,000	2024	100,000
2012	55,000	2025	105,000
2013	60,000	2026	110,000
2014	60,000	2027	115,000
2015	65,000		

COMMUNITY CENTER BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$ 65,000	2016	\$110,000
2004	70,000	2017	120,000
2005	70,000	2018	125,000
2006	75,000	2019	130,000
2007	75,000	2020	135,000
2008	80,000	2021	145,000
2009	80,000	2022	150,000
2010	85,000	2023	160,000
2011	90,000	2024	165,000
2012	95,000	2025	175,000
2013	100,000	2026	185,000
2014	100,000	2027	195,000
2015	105,000		

Section 2. The ballot to be used in the election shall have printed thereon in brief form the questions to be determined by the voters, to-wit:

“Shall \$1,620,000 in aggregate principal amount of Peachtree City General Obligation Airport Refinancing Bonds be authorized to be issued?”

“Shall \$700,000 in aggregate principal amount of Peachtree City General Obligation Drake Field Improvement Bonds be authorized to be issued?”

“Shall \$200,000 in aggregate principal amount of Peachtree City General Obligation Playground and Picnic Shelter Bonds be authorized to be issued?”

NOTICE OF BOND ELECTION

TO THE QUALIFIED VOTERS OF PEACHTREE CITY

YOU ARE HEREBY NOTIFIED that on the 6th day of November 2001, an election will be held in Peachtree City (the "City"). At the election there will be submitted to the qualified voters of the City for their determination the separate questions of whether or not the City's general obligation bonds described below should be issued in the following principal amounts and for the following purposes:

A. Airport Refinancing Bonds in the aggregate principal amount of \$1,620,000 for the purpose of providing funds to pay or be applied toward the cost of refinancing obligations of the Peachtree City Airport Authority and to pay expenses incident to accomplishing the foregoing.

B. Drake Field Improvement Bonds in the aggregate principal amount of \$700,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, repairing, improving, and installing improvements to Drake Field and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

C. Playground and Picnic Shelter Bonds in the aggregate principal amount of \$200,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, and installing playgrounds and picnic shelters and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

D. Kedron Fieldhouse Expansion Bonds in the aggregate principal amount of \$1,735,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, improving, and installing an expansion of Kedron Fieldhouse and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

E. Community Center Bonds in the aggregate principal amount of \$2,885,000 for the purpose of providing funds to pay or be applied toward the cost of acquiring, constructing, reconstructing, renovating, repairing, improving, and installing a community center and other facilities, equipment, and property, both real and personal, useful or desirable in connection therewith, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.

Such bonds, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Council of Peachtree City (the "Governing Body") may approve, shall be in such denomination or denominations as the Governing Body may approve, shall bear interest from date at such rate or rates as the Governing Body may approve but not exceeding seven and three-fourths percent (7.75%) per annum in any year, and shall provide for interest to be payable semiannually on July 1 and January 1 of each year, beginning on July 1, 2002, and for principal

KEDRON FIELDHOUSE EXPANSION BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$40,000	2016	\$ 70,000
2004	40,000	2017	70,000
2005	40,000	2018	75,000
2006	45,000	2019	80,000
2007	45,000	2020	85,000
2008	50,000	2021	85,000
2009	50,000	2022	90,000
2010	50,000	2023	95,000
2011	55,000	2024	100,000
2012	55,000	2025	105,000
2013	60,000	2026	110,000
2014	60,000	2027	115,000
2015	65,000		

COMMUNITY CENTER BONDS:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2003	\$ 65,000	2016	\$110,000
2004	70,000	2017	120,000
2005	70,000	2018	125,000
2006	75,000	2019	130,000
2007	75,000	2020	135,000
2008	80,000	2021	145,000
2009	80,000	2022	150,000
2010	85,000	2023	160,000
2011	90,000	2024	165,000
2012	95,000	2025	175,000
2013	100,000	2026	185,000
2014	100,000	2027	195,000
2015	105,000		

The Governing Body may, prior to the sale of any of the bonds authorized by the voters at the election, incorporate provisions in any or all of the bonds so authorized that would permit the City to redeem the bonds prior to their stated maturities, to the extent permitted by law, upon terms and conditions to be determined by the Governing Body. Any or all of the bonds authorized by the voters at the election may be issued in one or more series and on one or more dates of issuance as the Governing Body may approve.

Voters desiring to vote for the issuance of such bonds shall do so by voting "YES" and voters desiring to vote against the issuance of such bonds shall do so by voting "NO", as to the questions propounded, to-wit:

This notice is given pursuant to joint action of the Council of Peachtree City and the Municipal Election Superintendent of Peachtree City.

PEACHTREE CITY

By: _____
Mayor

**MUNICIPAL ELECTION SUPERINTENDENT
OF PEACHTREE CITY**

BY: FAYETTE COUNTY BOARD OF
ELECTIONS

By: _____
Chairperson

**STATE OF GEORGIA
FAYETTE COUNTY**

CITY CLERK'S CERTIFICATE

I, **JANE S. MILLER**, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a referendum resolution adopted by the Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 16th day of August 2001, in connection with calling an election pertaining to the issuance or non-issuance of Peachtree City General Obligation Bonds, the original of such referendum resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

Robert L. Lennox
Annie McMenamin
Steve Rapson
Carol A. Fritz

and that the following members were absent:

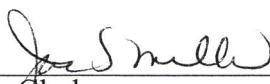
Dan Tennant

and that such referendum resolution was duly adopted by a vote of:

Aye 4 Nay 0.

WITNESS my hand and the official seal of Peachtree City, this the 17th day of August 2001.

(SEAL)



City Clerk

DRAFT

**City of Peachtree City
2001 Bond Referendum**

Presentation to City Council

August 16, 2001

2001 Bond Referendum Presentation
8/16/01
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Executive Summary

In August, Council will consider placing six bond referendum questions on the November 6, 2001, ballot for the voters' consideration. The five questions, and their costs and corresponding millage impact are as follows:

Airport Authority Refinancing – This refinancing of existing debt, which the city pays with Hotel/Motel Taxes, will reduce the interest amount owed by \$120,100 over the life of the bond. This question will have no impact on Peachtree City's millage rate.

Drake Field Improvements – This project will create a central village lawn in a naturalized area, relocate the existing parking area to the Library/City Hall level, connect the park to Picnic Park and the All Children's Playground, and install walking paths of natural materials around the perimeter of the park.

4 Playgrounds & 2 Picnic Shelters – This project will see the addition of playgrounds to the South 74 Baseball/Soccer Complex, Luther Glass Park and at Kedron Fieldhouse. Two covered picnic shelters, similar to the one at Picnic Park, will also be installed at the Glenloch Recreation area and at the BMX Track on McIntosh Trail. These facilities were identified in the Master Recreation Plan to enhance the usability of the existing facilities.

Kedron Fieldhouse Expansion – This expansion would include a full-sized basketball gymnasium, a multi-purpose activity room, office space, storage areas and restrooms. The expansion would allow the facility to meet the current demands for open gym time, provide space for programming currently housed at the busy Glenloch Recreation Center, and allow for additional programming to meet community needs.

Community Center – The Community Center would provide space for additional programming, instructional classes, and space for amateur performances of plays, concerts and

recitals. Additionally, dedicated space would be provided for teen uses, and age specific teen programming would be available at the facility.

Below is a listing of the four bond projects that will impact Peachtree City's millage rate, and the projected impact of both the bond debt service costs and the ongoing operating and maintenance costs:

Bond Question	Project Cost	Bond Debt Service	Bond 2003 Millage Impact	Net Annual O&M Costs **	O&M 2003 Millage Impact	Total 2003 Millage Increase
Airport Authority	\$1,620,000		0	0	0	0
Drake Field	\$700,000	\$47,494	0.035	\$17,430	0.013	0.013
Playground/Picnic	\$200,000	\$18,198	0.013	\$4,800	0.004	0.004
Kedron Fieldhouse	\$1,735,000	\$120,454	0.088	\$82,160	0.061	0.061
Community Center*	\$2,885,000	\$198,795	0.147	\$142,161	0.105	0.253
TOTAL	\$7,140,000	\$384,940	0.286	\$246,551	0.181	0.467

* Community Center O&M reduced for 2003 due to facility sharing with congregation. The 2004 millage impact would be 0.25 mills. Please see ATTACHMENT F for extended impact estimates.

** The Net Annual O&M Costs were derived by deducting the projected revenues from the projected expenses.

If the public passes the bonds in November, the associated millage rate increase would begin in FY 2003. The increase would apply to both the debt service, on which the citizens will vote in the referendum, and to the associated operating costs described herein. The public needs to understand clearly that both elements would impact the millage rate.

Introduction & Overview

In 1999, the Peachtree City Recreation Commission and the City Council updated Peachtree City's 1993 Master Recreation Plan, following months of public input regarding the long-term recreational needs of the community. The plan included expansion projects and renovations at numerous city facilities, including athletic fields, Kedron Fieldhouse & Aquatic Center, The Gathering Place, The Peachtree City Tennis Center and the Frederick Brown, Jr. Amphitheater. The plan also recommended the city build a new community center, as well as four additional playgrounds and two new picnic areas.

One option to finance these projects was a bond, and at the time it was estimated that the total cost of the projects with a community center would be approximately \$9.3 million. The City and the Recreation Commission felt that these costs were very high for a bond that would be completely financed through the General Fund, and instead attempted to work the majority of the projects into the 10-year Public Improvement Program. Over the following two years several projects have begun, including additional athletic fields, the track and additional football field and the Kedron Multi-Purpose rink.

During this time, the City of Peachtree City has also been reviewing the financing methods for major projects. Historically, most facilities have been built on a pay-as-you-go basis. As a result, Peachtree City has approximately \$4 million in bond debt, although its credit rating and tax base qualify us to carry up to \$115 million in bond debt. While this policy has prevented the city from accumulating major debt, it has some inherent financial inequities for the existing population. Specifically, when a project such as the new Leach Fire Station is paid for at the time of construction, only the residents currently living in the city participate in the cost – those that move to the community in the coming years enjoy the benefits of that facility without

contributing to its construction costs. Peachtree City is now looking to extend the payment for such major capital facilities across the life of the facility, thereby more fairly spreading the cost of the project among all who will benefit from it. Bond financing accomplishes this goal.

Included in the next sections are the five proposed bond referendum questions, detailed descriptions of the projects they will finance, the projected construction costs and the estimated bond issuance expenses. The bond projects total \$7,140,000.

Additionally, operating and maintenance costs for each project have been estimated. These costs will not be covered by the bond amounts, but represent the ongoing costs separate from the bond amounts. An overview of the impact on Peachtree City's millage rate for both the debt service and the ongoing maintenance and operation of the facilities is also enclosed.

A design subcommittee, comprised of citizens and staff members, met for each of the proposed facilities to review the design and assist in gathering the projected construction and operating costs. Each bond question has been designed to stand alone relative to the passage of other bond questions.

Finally, once Council adopts the Bond Resolution, the individual bond questions must be forwarded to the U.S. Department of Justice for final clearance.

AIRPORT AUTHORITY REFINANCING

BOND QUESTION #1: Shall \$1,620,000 in aggregate principal amount of General Obligation Bonds of the City of Peachtree City be issued for the purpose of refinancing an obligation of the Peachtree City Airport Authority?

The City has a sister entity, the Peachtree City Airport Authority, that operates an expensive and essential facility in the community. Through an Intergovernmental Agreement with the City, the Airport Authority receives funding from Peachtree City's Hotel/Motel Tax, which is not paid by city residents, but by visitors to the community. By state law, the Hotel/Motel tax must be used to attract business to the community, either as companies that locate here or as facilities that promote tourism.

Each year, the City pays \$120,000 to the authority from the Hotel/Motel Tax for operating costs, and has committed to paying off the Authority's outstanding debts, which were incurred to finance projects such as the Aviation Center, the purchase of an existing hangar, the construction of a new hangar, capital repairs and equipment, fuel storage tank construction and runway improvements. Currently, the outstanding debt totals approximately \$1,576,423, and the city will pay \$692,750 in interest on these loans. If refinanced through General Obligation Bonds, the amount of interest paid by the city for the authority would be reduced by \$120,100 over the life of these loans (ATTACHMENT A).

This bond question will have no impact on Peachtree City's millage rate. The City of Peachtree City will pay either the outstanding debt or the debt service from the bond from the Hotel/Motel Tax.

Airport Authority Debt Refinancing

Attachment A

		(1) Existing cost of Debt Service (Interest Expense)	(2) Cost of Refinanced Debt Service	Estimated Savings
	Amount to be Refinanced			
Construction Loan:	\$1,240,000	\$624,421		
Construction Loan:	\$100,000	\$20,829		
New Construction Loan:	\$200,000	\$43,315		
Fuel Farm Loan:	<u>\$36,423</u>	<u>\$4,185</u>		
Total Airport Authority Debt:	\$1,576,423	\$692,750	\$532,400	\$160,350
Less:				
Estimated Issuance Costs:				<u>-\$40,250</u>
Net Estimated Savings:				\$120,100

- (1) These are estimates based upon an assumption that the variable rates on the existing loans will average a rate similar to those prevailing in the month of July 2001.
- (2) Based upon prevailing bond interest rates in the month of July 2001.

DRAKE FIELD IMPROVEMENTS

BOND QUESTION #2: Shall \$700,000 in aggregate principal amount of General Obligation Bonds of the City of Peachtree City be issued for the purpose of financing improvements to the tract of land known as Drake Field?

In late 2000, Pathway Communities approached the city about purchasing Drake Field, the 10-acre parcel between City Hall and Lake Peachtree. In the past, the developer leased this property to the city for use as a recreational facility. Pathway indicated they had secured parties interested in purchasing the property for commercial development. The property has been zoned for this use for a number of years. Knowing the city's interest in the property, Pathway wanted to offer the city a chance to purchase it before proceeding with sales negotiations.

Due to the highly visible nature of the property, the sensitive location adjacent to the lake, and the ongoing popularity of the park, the city was very interested in acquiring Drake Field. The Development Authority was able to obtain financing for the property and has entered into a sales contract to buy the land. In turn, the city intends to buy the property from the Development Authority using State of Georgia Greenspace Grants and increasing the millage rate by 0.18 mils to finance the acquisition over the next three years.

Due to the Greenspace Grant funding, the city is somewhat limited in what improvements can be made. However, a master plan was developed envisioning an expansive passive park for the Drake Field property. The committee felt the property's central location and exposure would provide an ideal opportunity to create a central village lawn for the residents of Peachtree City, and the ultimate development of the park could provide a signature landmark for existing and future residents. The elements of the master plan reflect a variety of uses, with the main focus being a large, passive area for relaxation, gathering and education.

Improvements would include an extension of the existing drive in front of City Hall, which will connect to the drive behind the Library. This paved drive will have additional

pervious parking, made of natural materials to minimize runoff, for park visitors, the Library and City Hall.

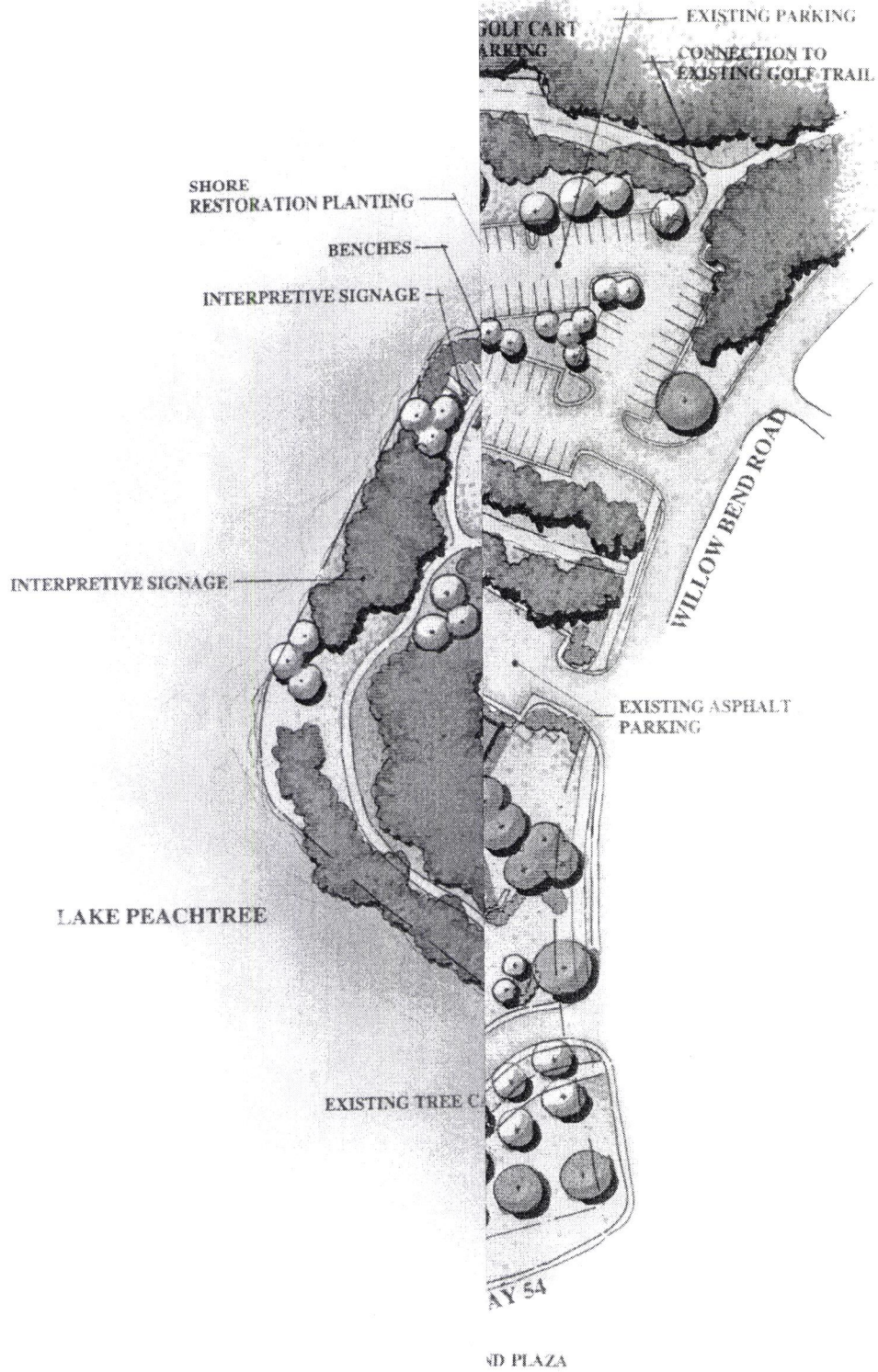
Part of the project also includes linking the existing cart path along Highway 54 to the path accessing Picnic Park and the All Children's Playground via a multi-use bridge over the lagoon of Lake Peachtree behind the Library. Other natural surface trails would also be provided from the parking area, which would also provide pedestrian-only access beyond the gateway entrance to the park.

The natural path system would follow the perimeter of the park and provide access to several areas. A large, "central lawn" would be the main identity of the park. Expansive, rolling lawns would provide areas for picnics, sunbathing, pick-up recreational activities, etc.

The path system would also meander along the shoreline of Lake Peachtree. Another important component of the park is the restoration of the existing shoreline area, which includes the elimination of the asphalt from the existing parking lot and drive area and the introduction of wetland and other plantings along the entire length of the shoreline. This component would provide an ideal area for interpretive signage and educational opportunities. The internal path would also lead to a wetlands boardwalk and observation area, which would provide educational opportunities pertaining to the re-creation and restoration of an existing wetland area (ATTACHMENT B-1).

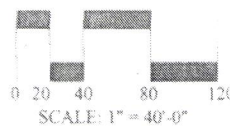
Other components of the park include the planting of native plant material and the provision of benches and interpretive signage throughout the property. The entire lawn area would be re-graded, irrigated and seeded to enhance the appearance of this area and to provide an expansive area for activities.

The cost for the improvements described above is \$675,443, with estimated issuance costs of \$24,557. (ATTACHMENT B-2). Annual operation and maintenance costs are estimated to be \$17,430 per year (ATTACHMENT B-3). The master plan identifies additional improvements that can be financed in the future through public, private or corporate sponsorships.



PEACHTREE CITY

PEACHTREE



Bond Financed Costs**SITE PREPARATION**

Clearing & Grading	\$67,500
Sewer Manhole Adjustment	\$6,000
Drainage & Erosion Control	\$27,000
Parking Lot Demolition	\$25,000

SUBTOTAL

\$125,500

LANDSCAPING IMPROVEMENTS

Shade Trees	\$20,000
Ornamental Trees	\$38,000
Wetland Planting	\$30,000
Shore Restoration	\$30,000
Sod	\$4,950
Seed	\$7,620
Irrigation	\$90,000

SUBTOTAL

\$220,570

HARDSCAPE IMPROVEMENTS

Street Paving	\$24,300
Parking Area (gravel & mulch)	\$9,169
Cart Path	\$11,250
Walking Trail	\$36,000
Wood Deck Overlook	\$11,250
Wetland Boardwalk	\$85,000
Pedestrian/Cart Bridge	\$30,000
Gateway Entrance Structure	\$15,000
Directional Signage	\$15,000
Interpretive Signage	\$8,000
Benches	\$10,000
Bike Rack	\$3,000
Trash Receptacles	\$10,000

SUBTOTAL

\$267,969

10% Project Contingency

\$61,404

Estimated Bond Issuance Costs

\$24,557

TOTAL**\$700,000**

Drake Field Improvements

Attachment B-3

Operating Costs (Ongoing)

Salaries	\$2,000
Landscape	\$12,000
Equipment - Repair & Maintenance	\$1,000
Operating Supplies	\$500
Water/Sewer	\$1,000
Small Tools & Equipment	\$750
Electricity	\$180
TOTAL OPERATING BUDGET	\$17,430

PLAYGROUNDS AND PICNIC SHELTERS

BOND QUESTION #3: Shall \$200,000 in aggregate principal amount of General Obligation Bonds of the City of Peachtree City be issued for the purpose of financing the construction of four (4) new playgrounds and two (2) new picnic shelters?

A total of four playground units will be added at the following locations:

- South 74 Baseball Soccer Complex (2 units)
- Luther Glass Park
- Kedron Multi-purpose Rink

Each unit will be open to the public and accessible for play by all age-appropriate citizens. Components that could be included in these playgrounds are slides, climbers and possibly small vertical climbing walls, depending on the design and contractor selected. All playground units will meet the guidelines for the Americans with Disabilities Act (ADA) and the equipment manufacturer will be a member of the International Play Equipment Manufacturers Association, which provides a Certification Service to ensure conformance to all of the safety standards and guidelines. Plans also include the installation of “poured in place” rubber surfacing under the equipment to add to child safety.

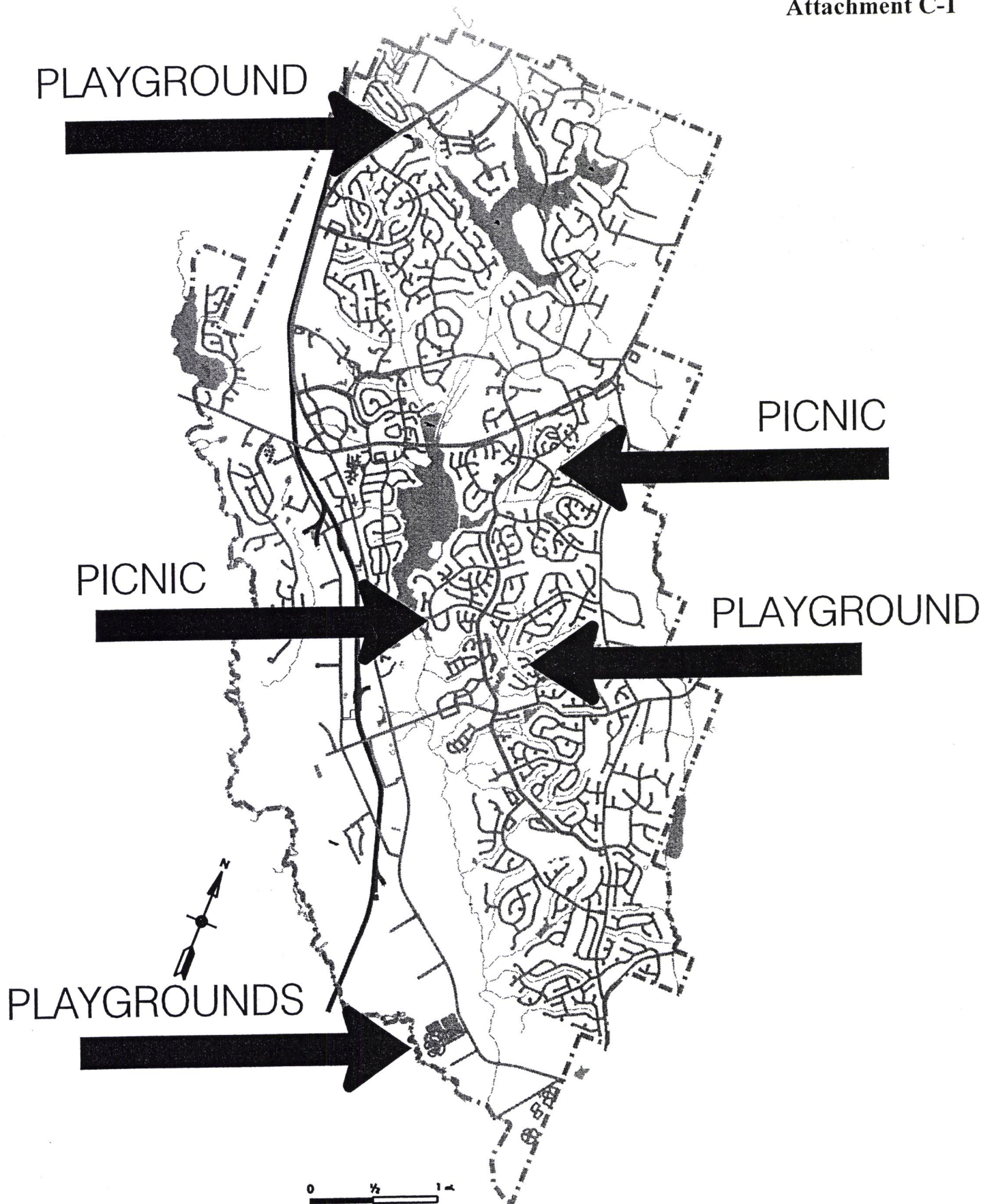
Two playground units will be placed at the Baseball/ Soccer Complex to serve the needs of the younger siblings of those involved in baseball and soccer games. One unit will be located near the baseball area adjacent to the new four-field hub, and the second will be placed near the new soccer fields #5 & 6. The perimeter of these units will be fenced to help keep out stray balls.

The play equipment that is proposed for Luther Glass Park will likely be very similar to those proposed for the other parks with the possible addition of swings.

The equipment proposed for the Kedron site also will be very similar to the others, again to serve the younger siblings of participants as well as the community in general.

In addition to the playgrounds mentioned, two picnic pavilions are proposed, one at the McIntosh Trail Complex between the BMX track and the Amphitheater, and the other in the Glenloch Park area. The pavilions are planned with picnic tables. Both pavilions will be similar in size and design to the one at Picnic Park (ATTACHMENT C-1).

The four playgrounds will cost \$167,608 to construct, the two picnic shelters will cost \$20,600, and the estimated bond issuance costs will be \$11,792, for a total of \$188,208 (ATTACHMENT C-2). The systems will be essentially maintenance free, with an estimated annual operations and maintenance cost of \$4,800 per year for parts, landscaping and salaries (ATTACHMENT C-3).



PEACHTREE CITY, GEORGIA

Playgrounds / Picnic Shelters

Attachment C-2

Bond Financed Costs

BASEBALL/SOCCER COMPLEX PLAYGROUND #1

Equipment	\$21,611
Installation	\$6,000
Surfacing	\$4,000
Fencing	\$3,500
Site Preparation/Shipping	\$5,540
Ground Components	\$2,001
SUBTOTAL	

\$42,652

BASEBALL/SOCCER COMPLEX PLAYGROUND #2

Equipment	\$21,611
Installation	\$6,000
Surfacing	\$4,000
Fencing	\$2,500
Site Preparation/Shipping	\$5,540
Ground Components	\$2,001
SUBTOTAL	

\$41,652

KEDRON PLAYGROUND

Equipment	\$21,611
Installation	\$6,000
Surfacing	\$4,000
Fencing	\$2,500
Site Preparation/Shipping	\$5,540
Ground Components	\$2,001
SUBTOTAL	

\$41,652

LUTHER GLASS PLAYGROUND

Equipment	\$21,611
Installation	\$6,000
Surfacing	\$4,000
Fencing	\$2,500
Site Preparation/Shipping	\$5,540
Ground Components	\$2,001
SUBTOTAL	

\$41,652

BMX TRACK PICNIC SHELTER

Shelter (16' x 28') & Shipping	\$5,400
Concrete	\$600
Coated Picnic Tables (4)	\$2,000
SUBTOTAL	

\$8,000

GLENLOCH PICNIC SHELTER

Shelter (20' x 36') & Shipping	\$8,800
Concrete	\$800
Coated Picnic Tables (6)	\$3,000
SUBTOTAL	

\$12,600

ESTIMATED BOND ISSUANCE COSTS

\$11,792

TOTAL

\$200,000

Playgrounds Picnic Shelters

Attachment C-3

Operating Costs (On-Going)

Annual Parts Replacement	\$2,000
Landscape Maintenance	\$1,000
Salaries	\$1,800
Insurance	
TOTAL	\$4,800

KEDRON FIELDHOUSE EXPANSION

BOND QUESTION #4: Shall \$1,735,000 in aggregate principal amount of General Obligation Bonds of the City of Peachtree City be issued for the purpose of financing the construction of an expansion to the Kedron Fieldhouse recreation facility?

Kedron Fieldhouse has been planned for expansion since its construction in 1995. The expansion will include one full-size basketball gymnasium, a multi-purpose activity room, an office, storage for the multi-purpose room, restrooms, and storage to replace the present storage room with additional space to house the bubble for the pools (ATTACHMENT D-1).

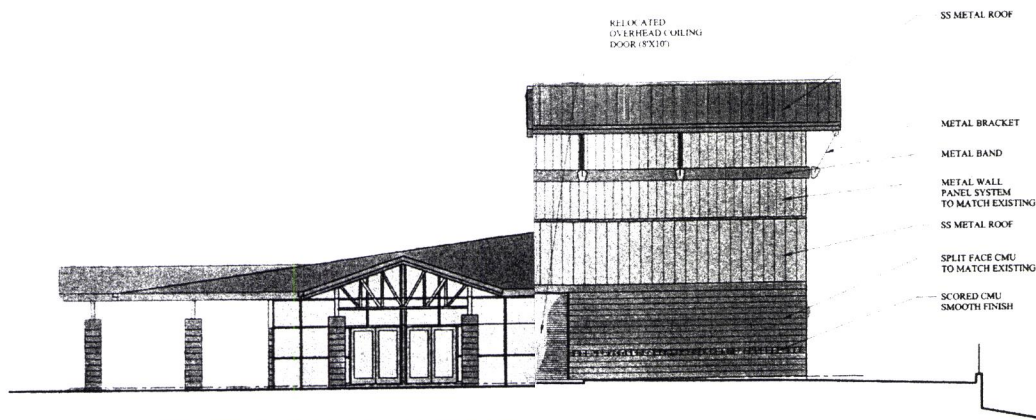
The multi-purpose activity room will serve the city's existing gymnastics programs currently housed at the heavily utilized Glenloch Recreation Center, as well as the existing martial arts and exercise classes. This, in turn, would allow the Glenloch Center to meet the demand for the ongoing dance programs. The multi-purpose room will also open up a wide variety of possibilities for new programming that would serve segments of the population that have yet to be addressed. One wall will be mirrored, another wall padded, and a small set of bleachers will be available for spectators during performances and recitals. Adjoining this room will be a small storage room for equipment/supplies needed for programs held in this room. The larger gymnastics equipment will be located to remain in place during other activities.

The gymnasium, with a maple floor, will be available for youth and adult basketball and adult volleyball participants. The gym will not be available for use during open gym times due to the nature of the flooring, which is more suitable for structured games. However, it will serve the general population by allowing additional open gym hours in the existing gymnasiums, especially during the colder months when organized games severely curtail gym availability for general use. Currently, open gym times are in high demand, especially during the colder months when outdoor facilities are not usable, but the availability is reduced to accommodate the youth basketball seasons and other programs. Bleachers will be included in the new gymnasium,

which will also provide space for new types of programs in the future. Adjoining this gym will be storage for volleyball standards, the pool bubble and lights, and other storage needs of the overall facility.

Finally, the expansion would free some of the existing rooms at Kedron for more conventional classes and allow for additional meeting times for existing user groups.

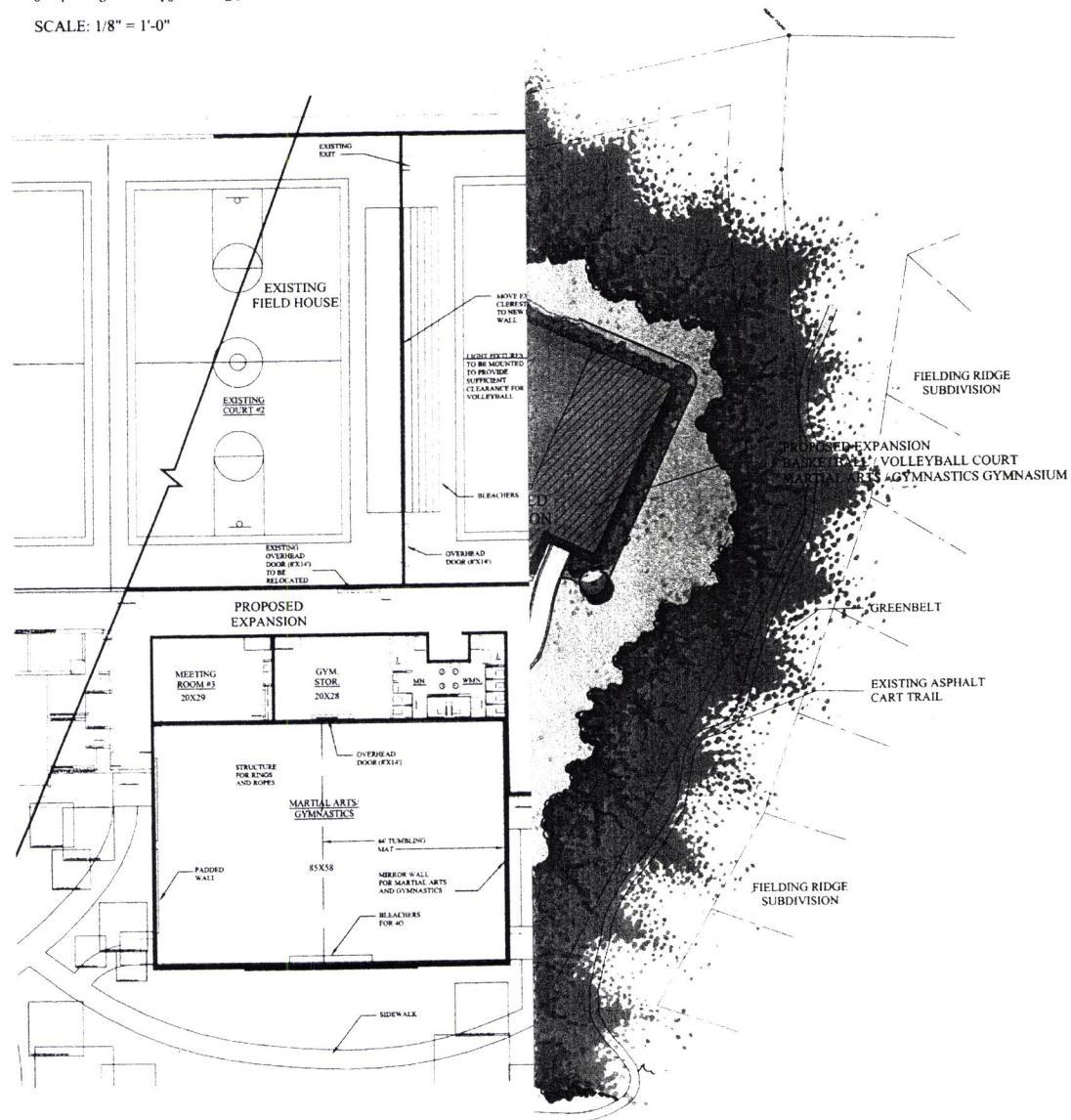
The cost of construction and furnishings for the expansion is \$1,680,039, with estimated bond issuance costs of \$54,961 (ATTACHMENT D-2). Estimated annual operating and maintenance costs are \$142,130, which are reduced to \$82,160 when offset by the projected revenue of \$59,970 generated by rentals and additional programs (ATTACHMENT D-3). The operating costs include two additional positions, a Program Coordinator for the Gymnastics Gymnasium and a part-time Building Technician to assist with maintenance the new facilities.



PROPOSED FRONT ELEVATION



SCALE: 1/8" = 1'-0"



PEACHTREE PROPOSED SITE PLAN
KEDRON FIELD HOUSE
PEACHTREE
60 120 180
1" = 60'-0"



Post
LANDSCAPE
GROUP
JULY 2001

Kedron Fieldhouse Expansion**Attachment D-2****Bond Financed Costs****SITE WORK**

Clearing	\$14,300
Earthwork	\$31,250
Storm Sewer	\$20,000
Retention	\$15,000
Utility Extensions	\$14,500
Additional Parking (74 Spaces)	\$28,468
Sidewalks/Pads	\$3,880
Curb & Gutter	\$15,326
Site Lighting	\$11,200
Concrete Steps	\$5,000
Sleeving	\$2,500
Retaining Walls	\$77,382
Landscaping and Irrigation	\$40,000
Handrails	\$12,005
Signage	\$1,500
Unsuitable Soils/Rock	\$40,000

SUBTOTAL

\$332,311

CONSTRUCTION

Removal - Existing Walls/Doors/Ceilings	\$3,090
New Construction	\$970,670
Special Gymnasium Flooring	\$120,600
Construction Contingency	\$54,718

SUBTOTAL

\$1,149,078

FURNISHINGS & EQUIPMENT

Gymnastics Equipment	\$23,650
Basketball Goals	\$15,000
Gym Divider	\$5,550
Bleachers	\$33,440
Mirror Wall	\$1,200
Padded Wall	\$1,608
Bulletin Board	\$350
Purchasing Fee	\$6,322
Tax/Freight/Delivery/Installation	\$12,118
Furnishings & Equipment Contingency	\$3,029

SUBTOTAL

\$102,267

DESIGN FEES

Architectural & Interiors Fees	\$88,883
Civil Engineering Fees	\$7,500

SUBTOTAL

\$96,383

ESTIMATED BOND ISSUANCE COSTS

\$54,961

TOTAL**\$1,735,000**

Kedron Fieldhouse Expansion

Attachment D-3

Operating Costs (On-Going)

PROJECTED EXPENSES

Salaries & Benefits	\$56,687	
Equipment Repair & Maintenance	\$4,000	
Building Repair & Maintenance	\$4,000	
Computer Supplies	\$1,000	
Utilities	\$37,944	
New/Expanded Program Costs	\$37,750	
Insurance	\$749	
SUBTOTAL		\$142,130

PROJECTED REVENUE

New and Expanded Program Revenue	\$47,190	
Room Rental Revenue	\$12,780	
SUBTOTAL		-\$59,970

NET OPERATING EXPENSES

\$82,160

COMMUNITY CENTER ACQUISITION

BOND QUESTION #5: Shall \$2,885,000 in aggregate principal amount of General Obligation Bonds of the City of Peachtree City be issued for the purpose of financing the purchase of a building (Braelinn Baptist Church) to be used as a Community Center?

A citizen committee has recommended the purchase of the Braelinn Baptist Church, located at the corner of Robinson and Crosstown Roads, for use as a community center. The 18-acre site currently has nine acres developed with the building and 369 parking spaces. The two-story, 27,500 sq. ft. facility includes an auditorium with main level and balcony level seating for a total of 600 spectators, stage, full-service kitchen, 30 classroom/offices, nine adult and children's restrooms, stairways and an elevator (ATTACHMENT E-1, E-2).

Uses identified for the facility include children's programming, exercise classes, martial arts, community meetings and community band storage on the first level, with arts and crafts programs, teen uses, adult programming and staff and volunteer offices on the second level. Programming would be varied, and the additional space would allow similar programs to be offered at different times of day for maximum convenience. The auditorium and stage will be used as both a source of community programming for plays, concerts and recitals by organizations that feel the space and stage arrangements are adequate to suit their needs, and may include the existing dance classes, future acting classes, school organizations and other amateur groups. In addition, it can be used for large meetings, dinner theater, presentations and similar events. It can also be used for amateur arts exhibits, indoor festivals, large meetings, seminars and dances, as well as available for outside rental.

Classes envisioned include pottery, sculpture, painting, paper making, drawing, martial arts, gymnastics, cooking, landscaping/gardening, music, photography, crafts, aerobics, etc. Special events utilizing the building or the outside areas will be scheduled periodically, and

could include a Taste of Peachtree City, parent/child picnics or dances, band blasts, Bark in the Park, Touch a Truck, bike safety, and outdoor festivals. A dedicated teen area is proposed as an after school meeting place, and would include age-specific programming such as teen defensive driving, babysitting, college prep and SAT courses, tobacco cessation classes, teen aerobics and teen self defense.

Currently, no facilities exist for many of these programs, and those that are offered have limited space and times available due to space restrictions at Glenloch Recreation Center and Kedron Fieldhouse and Aquatic Center. The Peachtree City Library also recently lost two of its three heavily used meeting rooms due to library storage and programming requirements. The Community Center will fill these growing space needs.

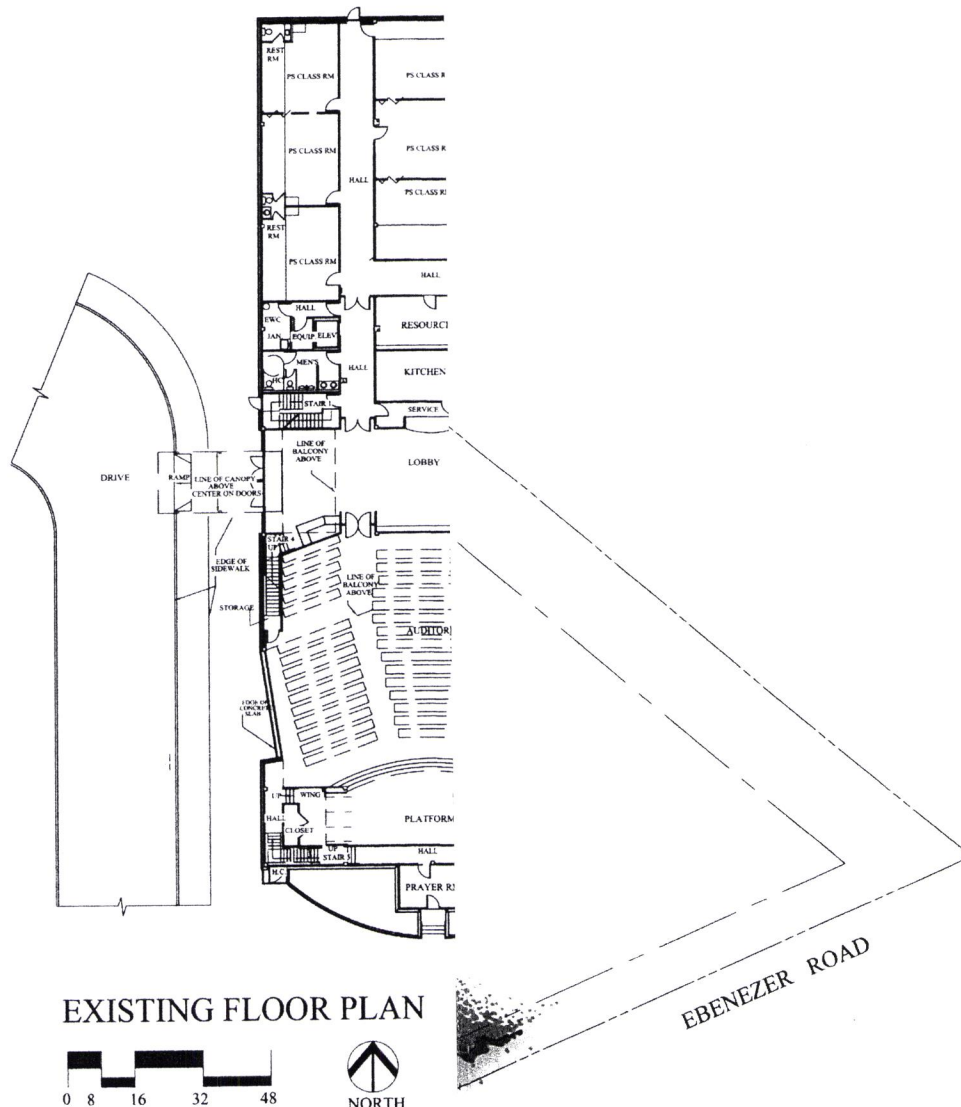
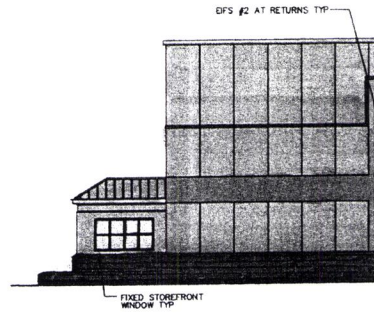
As part of the sales agreement and the corresponding price of the facility, Peachtree City would share usage of the building with the church congregation for an 18 month period after the purchase. During that time, the city would have approximately 50% of the available usage time, and utility and maintenance expenses would also be shared. During this initial period, full programming would not be available, and full staffing would not be required.

Ultimately, the center could be open from 6 a.m. to 10 p.m., Monday through Friday, from 8 a.m. to 10 p.m. on Saturdays, and from 1 p.m. to 5 p.m. on Sundays, pending special events. This schedule would allow for such programming as early morning exercise classes and other programming currently not available. The facility would be manned by at least two staff at all open times, and it is projected that nine full-time and three part-time employees would be needed to manage/supervise the facility operations and coordinate events and activities once the facility is fully operational.

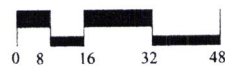
The purchase price of the facility is \$2.6 million, with an estimated \$200,000 needed in furnishings, equipment and minor remodeling of certain areas and estimated bond issuance costs of \$85,000 (ATTACHMENT E-3). The ultimate annual operating expenses are estimated to be \$784,352 for staffing, maintenance and utilities, which would be substantially offset by the revenues generated by the facility, which are projected initially to be \$425,815 per year (ATTACHMENT E-4).

FY 2002 Budget Impact

As with the other bond projects, the debt service for the community center will not impact the FY 2002 budget. However, because the facility is already constructed, it would create both operating expenses and revenues from approximately March through September of that budget year. During that seven-month period, initial projections for operating expenses are \$148,120, which will be offset by approximately \$55,500 in revenue from programming and facility rentals (ATTACHMENT E-5). The \$92,620 in remaining expenses would require an FY 2002 Budget Amendment should the community center pass.



EXISTING FLOOR PLAN

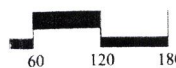


SCALE: 1/16" = 1'-0"



NORTH

EXISTING SITE PLAN

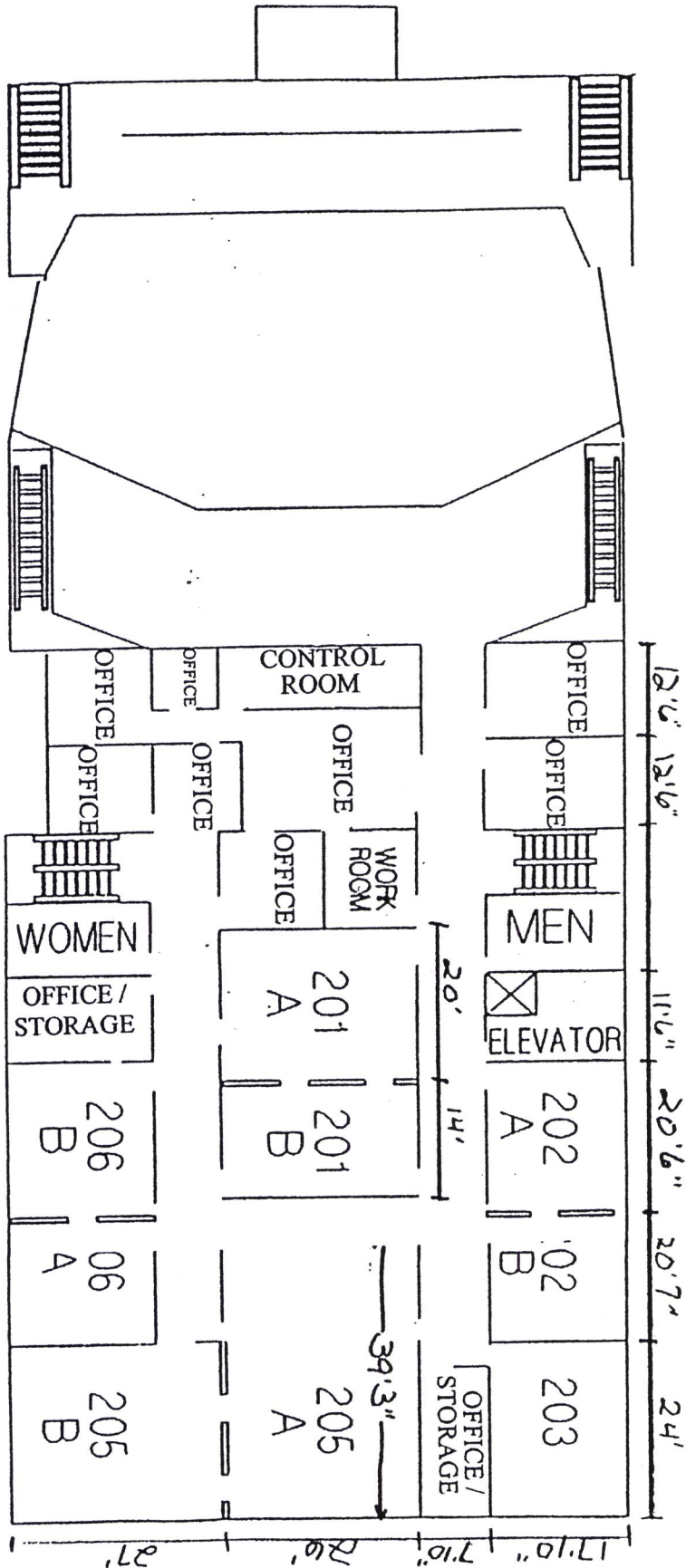


NORTH

PEACHTREE CITY

PEACHTREE CITY

2ND FLOOR PLAN



Community Center

Attachment E-3

Bond Financed Costs

Facility Purchase Price	\$2,600,000
Furnishings & Equipment	\$170,000
phones, televisions, lift, vacuum, buffer, cleaning equipment, ladders, trash cans, displays, playground equipment, picnic tables, chairs, tables, carts, dividers, office supplies, teen room furnishings	
Kitchenware and Supplies	\$15,000
Children's Equipment & Games	\$15,000
Estimated Bond Issuance Costs	\$85,000
TOTAL	\$2,885,000

Long-Range Operating Costs (On-Going)**OPERATING EXPENSES**

Salaries (9 Full-Time, 3 Part-Time)	\$315,744	
Utilities	\$48,108	
Operating Supplies	\$68,000	
Maintenance & Repairs	\$80,500	
New & Expanded Program Costs	\$252,000	
Capital Improvements Costs	\$20,000	
SUBTOTAL		\$784,352

PROJECTED REVENUES

Classroom Programming	\$315,000	
Auditorium Rental	\$98,160	
Room Rental	\$12,655	
SUBTOTAL		-\$425,815

NET OPERATING EXPENSES**\$358,537**

Short-Range Operating Costs (Interim - Shared Facility)**12-Month Expenses (2003)****OPERATING EXPENSES**

Salaries (3 employees)	\$118,941	
Utilities (Shared with Church)	\$23,800	
Operating Supplies	\$31,500	
Maintenance & Repairs	\$31,333	
New & Expanded Program Expenses	\$84,000	
Capital Improvements Costs	\$6,667	
SUBTOTAL		\$296,241

PROJECTED REVENUES

Revenue from Classrooms	\$105,000	
Auditorium Rental	\$49,080	
SUBTOTAL		-\$154,080

NET OPERATING EXPENSES (12 month) **\$142,161**

NET OPERATING EXPENSES (Per Month) **\$11,847**

2002 OPERATING EXPENSES

7-Month Expenses	\$148,120	
7-Month Revenues	-\$55,500	
7-Month Net Expenses		\$92,620

FINANCIAL IMPACT

Financial Impact

With the exception of the Airport Authority Debt Refinancing question, each bond item will have a corresponding impact on Peachtree City's millage rate, both for the bond debt service and for the ongoing maintenance and operation of each facility. Listed below are the six projects and their impact on the property taxes for a \$200,000 home:

2003 Property Tax Impact (on a \$200,000 home)

Question	Bond Millage Increase	Bond Property Taxes	O&M Millage Increase	O&M Property Taxes	Total Millage Increase	Total Annual Property Tax Impact
#2: Drake Field Improvements	0.035	\$2.80	0.013	\$1.04	0.049	\$3.92
#3: 4 Playgrounds / 2 Picnic Shelters	0.013	\$1.04	0.004	\$0.32	0.018	\$1.12
#4: Kedron Fieldhouse Expansion	0.089	\$7.12	0.061	\$4.88	0.150	\$11.92
#5: Community Center Purchase	0.147	\$11.76	0.105*	\$8.40	0.253	\$20.24
TOTAL IMPACT	0.286	\$22.88	0.181	\$14.48	0.467	\$37.36*

* The 2003 O&M expenses for the Community Center are reduced due to the shared use agreement on the facility. The 2004 O&M Millage Impact for the Community Center would be 0.250, bringing the total annual property tax impact up to \$47.39.

This impact will decrease relative to the millage rate over the coming years as the digest increases, as demonstrated in ATTACHMENT F, "Analysis of Annual Costs Millage Impact." This table reflects the projected impact on millage for both the bond financed construction or purchase amount and the ongoing operating expenses. The operating costs will increase by an estimated 4% per year. For facilities that have projected revenue, the annual

revenue was conservatively estimated to increase by 3% per year, deriving the net operating costs. The 25-year bond debt service costs will cease in 2027, while the operating costs will continue over the life of the facilities.

City of Peachtree City
Analysis of Annual Costs Millage Projects
Series 2002 G.O. Bond Projects

	2003	2004	2005	2006	2007
<u>Bond Question/Project:</u>					
<u>Drake Field Improvements</u>					
Debt Service					
Mills:					
Net Annual O & M Cost					
Total Costs: (1)					
Total Mills:					
<u>Playgrounds & Picnic Shelters</u>					
Debt Service					
Mills:					
Net Annual O & M Cost					
Total Costs: (1)					
Total Mills:					
<u>Kedron Fieldhouse Expansion</u>					
Debt Service					
Mills:					
Net Annual O & M Cost					
Total Costs: (1)					
Total Mills:					
<u>Community Center</u>					
Debt Service					
Mills:					
Net Annual O & M Cost					
Total Costs: (1)					
Total Mills:					
<u>All Projects</u>					
Debt Service					
Mills:					
Net Annual O & M Cost					
Total Costs: (1)					
Total Mills:					
<u>One mill property tax =</u>					
Mills:					
Net Annual O & M Cost					
Total Costs: (1)					
Total Mills:					

One mill property tax =
 37.36 per year cost for new projects
 47.39 per year cost for new projects
 (1) This figure represents the net effect of all annual estimated revenues and expenses, including debt service.

Cost for \$200K property:
 FY 2003: 37.36
 FY 2004: 47.39
 FY 2005 & beyond: Total mills per year declines, as digest increases

FY 2005 & beyond:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: August 10, 2001
SUBJECT: Proposed FY 2002 Budget and Public Improvement Program (PIP)

Council, the proposed FY2002 Budget and PIP have been forwarded to you. The grand total of the FY2002 Budget is \$29,424,118 and represents an eight (8) percent increase over the FY2001 Budget. Of course, a major part of the increase is in carryover funds for projects in the PIP. As for the Operating Budget, it totals \$14,226,991 and is a 5.74 percent increase over the FY2001 Operating Budget. Please note that a number of important budget items are discussed in the Finance Officer's cover letter on the budget, and there is no need for me to repeat the information in this memo. However, I would like to make several additional comments.

First, I would like to take this opportunity to thank Council for your time and effort during the two Budget Workshops. No doubt a lot of progress was made in addressing a number of issues and concerns. Of particular importance was your direction to staff to set aside adequate Cash Reserves, and to limit future use of these funds to balance the budget. Of course, to fund Cash Reserves as well as implement the budget decreases/increases discussed at the Workshop, a tax increase from 3.84 mills to 4.35 mills will be necessary (see attached). For you to consider such an action, particularly in an election year, is a direct reflection on your commitment to your position and to the citizens to do what you feel is in the best interest of the City.

Secondly, while the FY2002 Operating Budget is one of the leanest staff has proposed since I have been in this position, I am confident that the Directors and Chiefs can operate their division without any reduction in the levels of service. They know this is expected, and again, I am confident they will deliver.

To conclude Council, on behalf of the senior staff I would like to also thank you for your leadership and support in developing the proposed FY2002 Budget and PIP.

City of Peachtree City **Recap of Proposed Millage Adjustments** **FY 2001 - 2002 Proposed Budget**

Amount Cut	Mills	Increase Mills/%
	3.84	0.910
	4.75	23.7%

Description
 Current Millage Rate:
 Original proposed millage rate (7/19/01 workshop):

Proposed Adjustments:
FY 2001 PIP
 FY01 Facility Buildout Plan
 FY01 Satellite Auto Shop
 Total FY 2001 PIP:

\$234,000	0.186
<u>\$128,750</u>	<u>0.102</u>
\$362,750	0.288 *

FY 2002 PIP
 Library Expansion
 Playgrounds
 FY02 Satellite Auto Shop (Debt Svc)
 Huddleston/Dividend Intersection (net of grant)
 CSX R.R. Bridge (increase)
 Storm Water Management (increase)
 Total FY 2002 PIP:

\$137,063	0.109
\$40,000	0.032
\$10,920	0.009
-\$40,000	-0.032
-\$46,000	-0.037
<u>-\$25,000</u>	<u>-0.020</u>
\$76,983	0.061

Operating Expense Cuts (see Schedule A)
 2 new positions + related expense (see Schedule B)
 Reduce Council Contingency (see Schedule C)
 Revised Revenue Projections (see Schedule D)
 Sub-total:

\$75,134	0.060
\$58,257	0.046
\$150,000	0.119
\$146,495	<u>0.116</u>
<u>\$429,886</u>	<u>0.341</u>
\$869,619	0.690
	4.06
	0.220
	5.7%

Grand Total Adjustments:
 Revised proposed millage rate:

4.35	0.51
	13.28%

* Proposed millage rate without this item deducted =
 (Recommended - 8/4/01 workshop)