City Council of Peachtree City
Agenda
August 5, 2004
7:00 p.m.

I. Prayer

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Tami Babb as Supervisor of the Quarter
Recognize McIntosh High School Girls Soccer Team as State AAAAA Champions
Presentation of Check by PTC Running Club for Purchase of Police Bicycle

IV. Minutes
June 21, 2004, Regular Meeting Minutes
July 15, 2004, Regular Meeting Minutes

V. Monthly Reports

VI. Consent Agenda
1. Alcoholic Beverage License – Change in Licensee and License Representative – Ruby Tuesday
2. Alcoholic Beverage License – Add Distilled Spirits – Ted's Montana Grill
3. Consider Amendment to Sec. 2-336c Relative to Filling Unexpired Terms on Commissions and Authorities
4. Consider Request from Peachtree City Rotary Club to Use City Logo

VII. Old Agenda Items
05-04-11 Consider Request from John Wieland Homes & Neighborhoods to Lift Annexation Moratorium
07-04-02 Consider Appointment of Municipal Court Solicitor
07-04-04 Discuss County Transportation SPLOST

VIII. New Agenda Items
08-04-01 Public Hearing – Consider Amendment to Section 704 (Annexation)
08-04-02 Public Hearing – Consider Rezoning Request – AR to OI – 153 Senoia Rd
08-04-03 Consider Resolution Changing Water Restrictions
08-04-04 Consider Amendment to Occupational Tax Ordinance Relative to Who is Required to Pay
08-04-05 Consider Options for Municipal Court Solicitor Services
08-04-06 Consider Agreement with Coca-Cola for Field of Hope Scoreboards
08-04-07 Consider Ordinance Regarding Smoking in Public Places
08-04-08 Consider Expungement Fee
08-04-09 Consider Approval of GDOT Agreement for West Village Bridge

IX. Council/Staff Topics

X. Executive Session

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

City of Peachtree City
Minutes of Regular Meeting
June 21, 2004
7:00 p.m.

The City Council of Peachtree City met Monday, June 21, 2004, 7:10 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown presented a certificate of appreciation to City Engineer Troy Besseche, who was leaving for another position. Brown recognized the members and coaches of the Booth Middle School Science Olympiad Team that recently won the national level of competition.

Minutes

Rutherford moved to approve the May 20, 2004, Regular Meeting Minutes as amended. Kourajian seconded. The motion carried unanimously.

Rutherford moved to approve the June 3, 2004, Regular Meeting Minutes as amended. Kourajian seconded. The motion carried unanimously.

Consent Agenda

1. **Alcohol License – Change in Licensee – Chili's Grill & Bar**
2. **Alcohol License – Change in Licensee – On the Border Mexican Café**
3. **Alcohol License – Change in Licensee – Romano's Macaroni Grill**
4. **Consider Preferred Provider Rate Increase Request from EPI**

Rutherford asked to remove Items 1-3 from the Consent Agenda for discussion.

Rutherford moved to approve Consent Agenda Item #4. Rapson seconded. The motion carried unanimously.

1. **Alcohol License – Change in Licensee – Chili's Grill & Bar**
2. **Alcohol License – Change in Licensee – On the Border Mexican Café**
3. **Alcohol License – Change in Licensee – Romano's Macaroni Grill**

Rutherford noted her concern that there was an extensive list of alcohol violations under the new licensee's name, which included serving to minors. The most recent violations were in 2004.

Michael Sard, attorney for Brinker Georgia, Inc., addressed Council regarding the violations. He noted that a new corporate vice-president was replacing the former licensee. Sard continued that the company had hundreds of restaurants nationwide. Their employees received extensive training and were required to pass the training before serving. The training included carding anyone who looked 30 or younger. Any person who violated the policy was terminated. Sard said the employees were also trained in responsible service and healthcare issues. The violations were unfortunate, but Brinker had done everything within its power to ensure their employees were trained and did not violate local ordinances. The program was being worked on and, fortunately, there had been no violations in the City.

Brown noted that there had been several violations at some restaurants, many within just a few months. Sard said there were problems with local management at those restaurants and the company was trying to handle the problems as quickly as possible. Sard added that the management in the City was good and had been responsible for those stores for a number of years.

Brown asked Police Chief James Murray if the violations at other restaurants were reason to deny the change. Murray said no one had a right to an alcohol license, but the local managers had been nothing but cooperative and were good managers. He reminded Council that the licensing program for alcohol servers would be coming in by September. He noted the violations at the other restaurants were of the same type and that all three restaurants in the City had passed the recent alcohol sting. Rapson pointed out that a lot of the violations were for failure to maintain employee alcohol certification, which was the same program the Police Department was working on. Rapson said if there was a problem with that he assumed Chief Murray would be in contact with Council. Murray said he would. Brown said he hoped, due to the number of violations, that the Police Department would impress upon the local managers that they needed to abide by the new requirement.

Weed said most of the violations were procedural, but the second largest number of violations were for serving to minors. Weed noted that Council paid close attention to those types of violations and warned Sard that serving to minors would not be tolerated. Weed moved to approve the alcoholic beverage license changes on the dais for Chili's Grill & Bar, Romano's Macaroni Grill, and On The Border Café. Kourajian seconded. The motion carried unanimously.

<u>Old Agenda Items</u>

03-04-07 Award Contract for Satellite Auto Shop

Besseche reminded Council that staff had been directed to look at other options, including leasing an existing suitable facility, when the bids had first been presented on March 18 and April 1. Staff had identified one site, but renovation costs would probably preclude the site from consideration. Besseche said the renovation costs for the site were approximately $350,000, including engineering, upgrades, repairs, and code compliance. The cost of a new facility was $468,000. The renovation and lease costs for the renovated site would total approximately $52,000 a year for 15 years, with financing through the General Fund. The debt service to build an auto shop would be approximately $45,000 per year through a Bricks and Mortar loan. Besseche said that, annually, new construction was the better option.

Besseche continued that another consideration had been a recent court case that questioned the use of the Bricks and Mortar program for financing. The recent decision by the Georgia Supreme Court supported using a Bricks and Mortar loan as a financing method. Staff stood by its recommendation that the contract be awarded to Fincher Construction for $468,595.

Rutherford pointed out that the original budget for the project had been $350,000 and the bid had come in $118,000 over the budgeted amount. She asked how the debt service would be affected and noted that funding would be adequate this year since the money had not been spent. Financial Services Director Paul Salvatore said the debt service for this year had been budgeted for a full 12 months if the loan had been taken out on October 1. Debt service in future years would be impacted and would increase about $11,000 a year, which would increase the total debt service for the project to about $45,000 a year.

Rutherford asked if anyone had looked at scaling back the project. Besseche said they had; however, there had been no way to scale the project back without compromising certain elements. Besseche said the project was simple, but that steel prices had increased significantly and there had been a 20% cost overrun in that item alone. The project had originally been budgeted in 2001, then postponed, and the budget numbers carried over from that time frame. The value of the project was $470,000. Besseche continued that they might not be able to get $118,000 out of the project since 10% to 15% was the typical amount saved by revising the scope of a project.

Kourajian asked if $350,000 had been the original estimate for the project in 2001, or if the amount had been adjusted for inflation. Rapson said the 2001 number should have been adjusted for inflation, but no one knew steel prices would increase 67-70%. Kourajian asked what the budgeted amount for the project was in 2001.

City Manager Bernard McMullen noted that the original estimate of $350,000 had not changed since 2001, according to Assistant Finance Director Janet Camburn. Rutherford asked if it was standard practice to not adjust budget numbers for inflation when projects were moved to future budget years. McMullen said he did not know what had been common practice before, but it would not be anymore.

Rapson added that the original budget included staff doing some of the work, such as grading, and noted that some of the alternates presented also included staff doing some of the work. This project at $468,000 assumed the project would be bid out and built by a third party, rather than the joint proposal covered by the original budgeted amount. Rapson explained that another alternative considered was to replace asphalt with concrete because of the vehicle weight. Adding the alternatives to the $350,000 budgeted amount increased the cost to $428,000, which was considerably less than a $118,000 increase.

Kourajian asked when the project would be completed. Leisure Services Director/Interim Public Services Director Randy Gaddo said the construction should take about 180 days.

Rapson said staff recommended the 15-year Bricks and Mortar loan. He said the ramifications were that $11,000 would be added to the budget every year for the next 15 years, beginning next year. Salvatore agreed. Rutherford asked what the interest rate would be. Rapson said five percent, but Salvatore noted he hoped to get the loan at under five percent.

Rapson moved to award the Satellite Auto Shop contract at $468,595 to Fincher Construction as recommended by staff with Alternates 1 and 2. Kourajian seconded. The motion carried 4-1 (Rutherford).

05-04-04 Public Hearing – Consider Amendment to Zoning Ordinance – LUC-16 Limited Use Commercial Zoning District

City Planner David Rast addressed Council and said that the applicant, MetroGroup Development, had withdrawn the request for the amendment to the zoning ordinance. He said there had been several meetings with Pete Corbett of MetroGroup, Planning Commissioner Marty Mullin, and himself, as well as members of the Lexington Circle Architectural Review Board. Rast continued that the plan the applicant was presenting now no longer required a change to the zoning ordinance. Although no longer required, the applicant would like to bring the plan back to Council as a courtesy. No action was necessary.

06-04-02 Consider Kedron Village Expansion Conceptual Site Plan

Mike Cohen addressed Council on behalf of the developer, FCD Development (Faison). He noted that the plan had become more complicated than anticipated and had a long history. Cohen discussed Plan # CP-5 and showed a colored version of CP-5 with all the parcel lines and setbacks removed. He noted the parcel lines and setbacks were required for the plan, but could be confusing during the presentation.

Cohen said the developer began meeting with staff in December 2002, and staff had identified several crucial criteria that were honored with each submission. The first was that passage between the existing shopping center and the expansion was safe, continuous, and appealing. Cohen said there would be a straight drive between Target and Kroger, as well the outparcels and Building 800 on the west end. The second criterion was, to the best extent possible, to have Target and Kroger share a joint loading area. Cohen said the Target building was moved to accommodate the joint loading requirement. The third criterion was to integrate the shopping center as a whole and to have the expansion function on its own. To accommodate that request, cart paths came directly into the project at each entrance so golf carts could park in designated golf cart parking spaces without having to mix with vehicular traffic. The final criterion was to recognize the City's way of life. Cohen said they had addressed that with the cart paths and cart parking spaces (139 spaces). They had also created a connection of buildings that allowed pedestrians safe ingress and egress throughout the center, almost creating a horseshoe like The Avenue. Building 900 created circulation in the plan and broke up the view of parking. Building 800 had also been re-oriented to create almost a "Main Street" feel when entering that area.

Cohen noted that everyone knew FCD's opinion was that the plan complied with the City's codes and ordinances, as well as the settlement agreement.

Cohen said he also wanted to address questions he had gotten over the last few weeks. He pointed out that the property had an irregular shape to start with, and staff asked that each parcel be treated individually in order to comply with the ordinances. An additional landscaped buffer would be placed at the western edge of the Target parcel to create a visual barrier of the parking field, as requested by the City Planner. Cohen noted that they had been asked several times if the landscaping complied with the ordinance. He continued that they had hired the landscape architect used by The Avenue and that compliance with the landscape ordinance was mandatory. Cohen had letters from the landscape architect, who said the plan met the ordinance. Cohen said the plan's blended greenspace average was 35%, with the Target parcel at 35% greenspace, the outparcel at 45%, and the retail tracts combined were at 32%-38%. According to Cohen, the City's greenspace requirement was 25%.

Cohen continued that the Target building was located 250 feet from the median cut at the Regents Park/Georgian Park intersection. The building was moved to accommodate the entrance at Amli Apartments, as required by the consent order and to honor staff's requirement that Target and Kroger share loading. There was a 30-foot grade difference between the Regents Park/Georgian Park intersection and the estimated finished elevation of the Target. The Target building would be 25 feet high with a parapet. Cohen said the building should be difficult to see due to the elevation change and landscaping. Cohen said they had worked hard with staff on CP-5 to make the plan better, and it had not been just slapped together.

Kourajian asked Cohen to show how the greenspace played out on each of the tracts. Cohen showed the areas on the plan and also gave Council a letter from their engineer dated June 17, 2004, regarding the plan and greenspace. Brown noted that Council had received a letter from Hanes, Gipson and Associates, Inc., consulting engineers, dated June 17, 2004. Rapson clarified that Cohen was including the retention pond and the wetlands as part of the greenspace. Cohen said the analysis included the portion of the pond on Target property, and Target's property extended halfway into the stream buffer. Cohen said they had an agreement for shared detention on the adjacent lot.

Weed asked for the dimensions of the greenbelt on the right side of the plan. Cohen said there was a 20-foot buffer, except where there were landscaped inlets. Rapson clarified that there were 20-foot buffers on each parcel, which would give a 40-foot buffer. Brown asked Cohen if they would consider putting more landscaped islands, or swaths of vegetation, in the parking lot, and Cohen said they would look at further refinements.

Brown asked about the truck turnaround between Buildings 100 and 200 and expressed concern about the parking spaces located in the area. Cohen said that was something they would look at as the plan progressed, and that their goal was not to create a danger. Brown said the engineering might be correct, but expressed concern about drivers' ability to negotiate the 45-degree turn. Cohen said their goal had been to provide parking for the retail in the area. Brown asked Cohen if they would consider removing the parking spaces in the area. Cohen said they could revise the plan to meet everyone's needs.

Richard Gilbert spoke on behalf of the residents of the St. Simon's Cove subdivision. He said the plan had created new needs for the residents. Gilbert asked that there be no median cut allowed at the westerly entrance on Georgian Park, at the St. Simon's entrance, or at Newgate Road. A median cut allowed for easier access for those traveling northbound on GA 74 and an increase in traffic on the western approaches of Georgian Park from GA 74. He said the proposed changes would maintain efficient traffic flow. The residents requested there be no U-turns allowed at the St. Simon's Cove subdivision or the Newgate intersection. Gilbert requested no truck traffic greater than two axles from the Amli entrance to GA 74, so trucks would have to access the Amli entrance from Peachtree Parkway. The residents also asked for traffic-calming devices along Georgian Park.

Gilbert noted there was concern about the width of the setbacks on the southern side of the development and the fact that they would be looking at the back of the concrete buildings for a long time. The residents requested that a berm be installed on the southern side to mitigate light and noise, such as the original berms on Regents Park. They would also like for signs to be posted at St. Simon's Cove to indicate it was a private community.

Kourajian asked Gilbert if the residents' concern about the median cut would be taken away if no trucks were allowed. Rutherford said she had no problem with truck traffic, but asked about moving vans or furniture trucks. Gilbert said local truck traffic was always allowed, but reiterated their desire that there be no commercial truck traffic on Georgian Park. Rapson said commercial truck traffic could be restricted on City streets.

Brown pointed out that the setbacks did meet the legal limit. Gilbert said they had to ensure the buffers were respected. Kourajian asked if the berm on the southside would be on the St. Simon's side of the street. Gilbert said the berm would mitigate the lights and traffic from that entrance. Kourajian said he understood their concerns, but he felt more people would drive past St. Simon's to get to the Amli entrance if all the entrances were right-in, right-out. Gilbert said if there were four-way stops at the intersections, then the residents could get in and out of the their subdivision, as well as the residents of Georgian Park Condominiums.

John Hedge spoke on behalf of the Lake Kedron Community Association and referenced their letter dated June 4, 2004. He said that CP-5 did not comply with the consent order and noted the liberal interpretation of shared parking. Hedge continued that a lot of the discussion on traffic calming could have been avoided if the traffic study and engineering work had been done with the conceptual site plan. The main concern was safety all along Georgian Park. Hedge asked that the letter (June 4 letter) be made part of the minutes.

Lake Kedron Community Association

June 4, 2004

Peachtree City Council Members
City Hall, Peachtree City, GA 30269

Dear Council Members:

At the June 3, 2004 City Council meeting, I was asked by Mayor Steve Brown to forward my notes and comments on our position of CSP-5 pertaining to the Kedron Village center. Please feel free to contact me directly if you have any questions regarding the following:

First off, the consent order signed by the three parties to the lawsuit, pertained to agreed upon modifications to Site plan #12("SP-12"). This plan had several positive attributes included therein including building positions, property line setbacks and the overall development plan from an esthetic point of view. The newly submitted site plan, ("CSP-5") is considerably different than SP-12, to the extent that it could be construed as an entirely new submittal of a project plan. We agreed to specific modifications to SP-12 and did not expect the developer to take the liberty of making significant changes to SP-12 other than to incorporate the consent order agreed terms. CSP-5 has buildings in different locations and of different sizes that go far beyond anything that had to be incorporate to account for the consent order items. The new plan has significantly (to the plans detriment) eliminated the >100 foot setback from the existing cart path along Georgian Park that served as a buffer to everyone that lives along Georgian Park and which allowed for the professional offices to tie into the new development. Additionally, the location of the Target store, which was originally located behind permanent green space, is now shifted to the right so that they could add additional buildings to the left side of the store. This was neither a condition of the consent order nor was it required to accommodate the newly agreed upon AMLI south entrance. Shifting the building will result in the building's roof and mechanical units to be visible from Georgian Park. Several other significant modifications are now shown on CSP-5 which simply makes this a new submittal and not an extension of what had been reviewed and discussed by all parties for the last 10 months. If a side by side comparison occurred between SP-12 and CSP-5, the only conclusion that could be made is that the two plans bear very little similarities and CSP-5 could be considered a newly submitted plan. In fact the Project Data sheet for this new plan makes no reference to prior submittals which raises more evidence to this issue. We believe that the new CSP-5 plans should revert back to the original configuration of SP-12 as far as positioning of stores, parking and setbacks and must only accommodate the size reductions, the road configurations and the other very specific requirements of the consent order.

Secondly, and separately, we do not believe CSP-5 complies with the consent order for two specific reasons. Item 2(a) "...out parcel may share parking with other developed *areas" and item 2(i) Reasonable traffic calming measures need to be installed...at the direction of the City upon advice of its traffic engineer."*

Item 2(i): The plans have no indications of what if any traffic calming or entrance/exit configurations will exist at either of the new entry points or anywhere else along Georgian Park. This was a significant issue of the lawsuit and was a requirement of the conceptual site plan. To state that this will be done as part of the final site plan is unacceptable and is not specific to this in the consent order. Certain other conditions of the consent order that were specific to the final site plan were separately specified as such in the consent order. This one was not and to arbitrarily say that it will come later is inappropriate. We simply can not confirm compliance of this plan with the consent order without understanding the plans for traffic calming measures and entrance configurations. Again, you will recall that this matter and the entire safety related issues along Georgian Park were high priority items for all parties of the legal action.

Item 2(a): The question raised has two parts; first, if the "Required" parking for the development is for 724 spaces (cars only) then why does CSP-5 have 1,155 included therein? Secondly, it was specifically agreed that no incremental parking would occur related to the future out parcel retail space 4.0 acres and 50,000 square feet.

The consent order states "The out parcel may share parking with other developed areas." The use of the word MAY in this sentence allowed the developer a right to use other parking, thus not requiring or allowing for it to have separate or incremental parking associated with it. The use of the word MAY did not mean that the developer had a choice. A choice of whether they could use or if they could have additional parking spaces, rather it created an absolute. This was how the specific item was negotiated and agreed upon.

Reference is made to the definition of the word "May" in Webster's Dictionary as this will be referred to if the matter reverts back to Superior Court. In Webster's New Word Dictionary, "May" is defined as ***1. The ability or power; now generally replaced by can (applicable in this case);*** *2. Possibility or likelihood [it may rain] (not applicable);* ***3. Permission or chance [you may go] (applicable as it confirms a positive);*** *4. Contingency, as in clauses of purpose they died so that we may live] (not applicable); 5. Wish, hope, or prayer: used in exclamations and apostrophes [may he rest in peach] (not applicable);* ***6. LAW – shall, must (applicable, as in they must or shall use shared parking) Synonymous with "can."***

The use of the word may in the consent order was used as in, "You may have a piece of candy; you may go out and play; you may use the parking already provided to serve other buildings."

On March 25, 2004 the three parties to the lawsuit met and separately negotiated each term of the Settlement Agreement. (Please see Exhibit A for this Agreement.) In the third bullet point it states, "Additional development of the remaining out parcel, not to exceed 4.0 acres, to no more than 50,000 retail space would have no shared parking." The point was discussed at length and it was agreed that this retail space would have no separate or incremental parking associated or *included on the revised site plan. CSP-5 violates this agreed upon condition wherein 304 additional spaces are included to what already is an oversized parking area that accommodates the other developed retail space. The use of the word MAY in the consent order did not give the developer a choice of either using the other existing parking or to add yet more spaces to an overburdened parking lot.*

In our discussions with Mr. Cohen of Faison, it was agreed that a reduction in parking space commensurate with the reduction in planned square footage from 269,000 of SP-12 to 215,000 of currently developable property at the Kroger center would occur. This agreement has been breached as it is not reflected in CSP-5. What CSP-5 reflects is a development very similar to the Fayette Pavilion, and not that of the Avenue; again as we previously discussed and agreed to with the developer. (See Exhibit B for a summary of CSP-5 Car Parking.)

On an additional note, we believe that the property must be evaluated in three distinct parcels for compliance with coverage ratios and impervious layer requirements. There currently exists a contract for sale of 12.88 acres to Target for the property containing their store. This plot would take with it most of the buffer green space along Georgian Park. This plot would most likely qualify for a review of coverage and layer issues. The second plot is that of the future out parcel which includes a reconfigured detention pond area of sizable space. This plot is separately identified on the plan and would again most likely qualify for a review. This leaves the remaining retail plot which is virtually 100% covered by either retail stores or parking spaces save only minimum setback areas and island planting beds. This plot would most likely not meet the requirements for coverage and layer tests. We ask that the council require separate calculation and each be evaluated, as this is the intended plot configuration, plot disposition and development plan. This lack of open/buffer/green space did not exist on SP-12 as there were >100 feet of side and back setbacks anticipated. This matter was brought on as a new issue in the submission of the significantly modified CSP-5.

We ask that you please consider these concerns in your evaluation of CSP-5. We believe the developer has overstepped its rights and has interpreted the terms of the consent order incorrectly. Additionally we do not understand why, nor do we agree with the drastic modifications from SP-12 in as much as this could appear to be an entirely new submittal.

We re not in agreement that CSP-5 complies with the consent order and we are prepared to pursue our legal remedies thereto.

We look forward to open and conciliatory discussions to hopefully modify the plan so that it complies with the consent order and are available to meet at most times that are convenient with the various parties. We look forward to continuing to work with the City Staff on making sure that a quality and appropriate project is developed, consistent with the City's Master Plan and of consistent quality and standards.

Please do not hesitate to call me at any time at 678-571-6502.

Sincerely,

John F. Hedge
President, Lake Kedron Community Association

Hedge continued that the Target parcel was under contract for sale to Target and a majority of the greenspace belonged to that parcel. He asked staff if they concurred with the impervious surface calculation. City Planner David Rast said he had not seen the letter. Hedge asked Council to look diligently at the calculations. Hedge felt there would be a lot of bricks and mortar and very little greenspace once the Target parcel was removed from the picture.

Hedge referred to SP-12, the plan negotiated with the consent order. There were specific points that modified that plan, including the position of the Target building. This plan (CP-5) created more questions and concerns, which would have to be addressed by the Lake Kedron Association and the City.

Hedge addressed entrances and felt the Amli south entrance was a good compromise. There were now multiple entrances and there was no reason for anyone to drive along Georgian Park to get to the Target. Hedge said the issue of right-in, right-out created major problems. People would make U-turns regardless of any signage. The entrances were designed to get the northbound cars off GA 74 without going by any homeowners groups.

Hedge noted there were certain items in the consent order that had not been presented in the site plan and he reserved the right to take those items back to court.

Cohen addressed the traffic study. He said the City Engineer had requested a traffic study as part of the implementation of the consent order, but a traffic study was not required by the consent order, or by ordinance, at this point in the process. It would be the second study done for this project. Approval of the conceptual site plan allowed them to go forward with the engineering drawings and the recommendations of traffic engineers. Cohen noted that Hedge felt they needed to do the engineering drawings, then figure out the traffic-calming measures. Cohen pointed out that engineering drawings for a project of this size were in excess of $200,000. He said it was unreasonable to ask for engineering drawings when the conceptual site plan had not been approved. Cohen said they realized they had to install traffic-calming devices as determined by the City Engineer in order to comply with the consent order.

Cohen discussed SP-12 and what it meant. He said it was clear in the first paragraph of the consent order that Faison should have time to prepare a new site plan. Cohen continued that the plan had to be new because they had to bring in two new roads in exchange for giving up their vested rights to the Regents Park entrance. He said they had taken no liberties with the plan. SP-12 had outparcels. Cohen referred to an October 10, 2003, memo written by Rast that listed the parking ratios of eight significant developments. Of the eight, the Kedron expansion was six of eight. If the golf cart parking spaces were backed out, the expansion would be seven of eight. Cohen said the parking fields were reasonably drawn for the nature of the project.

Cohen said it was important to note the closing of the median cut on Georgian Park. Cohen said Hedge agreed that a full movement at the intersection at the south part of Lot 14 was fundamental and was a critical piece of the settlement. Cohen said they were not willing to give it up. He noted that U-turns on Georgian Park and signage were City matters. Although, the best time to make those decisions would be after the traffic study had been completed and the plan had been engineered. Cohen continued that was a misconception in the newspapers that the entrance was directly across from St. Simon's Cove and it was not. Cohen said they were willing, once the project was underway, to investigate on an individual basis with the affected homeowners and do the right thing. Committing to something before all the facts were known would be inappropriate and immature.

Rapson said the golf cart path was a concern. Rapson asked Cohen if they were willing to expand the 20-foot buffer along the east part of the property and put in a cart path. The path coming from GA 74 would have to cross the entrance point, but that was better than traversing the entire parking lot, which Rapson said was a safety concern. He continued that they might have to shift the buildings, but doing so would eliminate the issues of the residents concerning greenspace and golf carts.

Cohen reiterated that the plan was obviously conceptual. His concern was the grade and any retaining walls that might be needed. They had explored moving the path to the north side of the Lot 14 entrance for safety's sake. Their position was that the buffer met the ordinance requirements and there would be easier movement on the blacktop. Rapson said his concern was for the residential portion of the area.

Brown compared the Braelinn Shopping Center to the expansion and noted that Braelinn was a local attraction, while Target would be a regional attraction. The people coming to shop at the Target might not have an appreciation for the safety of golf carts in the parking lot. Rapson said he realized the plan met the ordinance and he was asking for a concession.

Cohen said they wanted to design a project the City could be proud of and that embraced the City's way of life. Golf carts were obviously a part of that. The plan Council was considering was a conceptual site plan, a starting point. The plan met all the codes. They were willing to make it better as the plan moved forward. The things everyone wanted were all final site plan issues. He reiterated they wanted to do a nice, safe project.

Rutherford agreed that the plan before Council was flexible and changes would be open to discussions as they were made. Cohen agreed.

Rapson asked Cohen if that was his position on some of the other issue raised by the homeowners. Cohen said their position was that the location of the entrance made things better and eliminated commercial traffic throughout a swath of Georgian Park from Amli to outlot 14, which was much better than what had been proposed in SP-12. He asked that the process be followed and then they would address the issues of those specifically affected. Cohen said they were not willing to berm the entire length of Georgian Park to the St. Simon's subdivision and it was not needed.

Brown said they were not asking to berm the entire section, but said they all agreed there might be some light issues at night and asked for reasonable remedies.

Kourajian said he understood about the median cut, but asked why the developer was against a right-out only. He noted that Cohen had pointed out the commercial traffic would be reduced. Kourajian said that, by allowing a left turn, the traffic would continue on that portion of Georgian Park. Cohen said the City Engineer had concluded a right-out created a more dangerous situation. The traffic study would address those kinds of issues. Rapson noted that the City Engineer was evaluating several scenarios at that time, but it seemed that the developer might not be discounting the idea of a right-out only. Cohen said it should be done as part of the traffic study, and as part of the traffic-calming measures.

Kourajian asked Cohen what the estimated distance was from St. Simon's Cove. Cohen said it was 250 feet from the center of median break to the center of the next median break at St. Simon's. Rutherford asked if the entrance could go further south on Lot 14. Cohen said there were problems because of a stream, a culvert, and the grade. Kourajian asked where the trucks would enter the shopping area. Cohen pointed out where the Kroger trucks currently entered and said the Target trucks would do the same and utilize the jogway to get to the Target loading dock.

Hedge referred to the April 24, 1995, approval memo for the Kedron Kroger development, which also addressed the entire area. Hedge read the following from the letter – *A landscape plan must be submitted and approved by the City for the corner outlot and the perimeter of the site all along the Parkway and Georgian Park.* Hedge noted there probably was an approved landscape plan that addressed the issues of buffering or set forth the requirements for buffering, sight lines, and minimum setbacks. The memo also read – *As each outparcel is developed, berming and additional landscaping details will be required as part of the outparcel site review plan process.* Hedge said he understood there was a staff recommendation letter recently done on CP-5 and he had heard no discussion on the staff letter. Rapson told Hedge that he was about to hear some discussion on those recommendations.

Brown noted for the record that Council had just been given a sheet entitled "Peachtree City Significant Projects Comparative Parking Ratio Analysis." Brown commended Cohen on the golf cart parking spaces and said they had set a new standard.

Rapson moved to approve the conceptual site plan for the Kedron Village Retail Center Expansion subject to the following stipulations (Rapson noted the first five conditions were taken from the staff recommendation paper):

1. A separate lighting plan for this development must be provided as part of the final site plan indicating the requirements of this ordinance (Sec. 1006.4(n) of the GC zoning requirements) is met.
2. The final site plan must include a detailed tabulation indicating the extent of impervious area on each parcel (per Sec. 1006.4(q)).
3. A detailed delineation of all wetland areas and associated buffers must be included on the final site plan and no grading or disturbance shall occur within these areas.
4. The parking areas must be revised to meet this requirement (Sec. 1109(13) of the landscape Ordinance.
5. No tree removal shall be permitted on any of the parcels covered by the Conceptual Site Plan until a landscape plan for the parcel on which work is to be performed has been finally approved.
6. This issue (screening and buffers between incompatible uses per Sec. 10109(14) of the landscape Ordinance) will be addressed once the final site plan is submitted and staff has a clear understanding of how the grading and/or retaining walls might impact the adjoining commercial developments adjacent to Georgia Park.
7. The Developer shall adopt an architectural program for all buildings within the retail center. The architectural program shall be approved by the City as part of the final site plan approval.
8. The median cut reflected on the plan at the western edge of the property along Georgian Park Drive is not approved, but is rather subject to further analysis in the traffic study, which will be required in connection with the final site plan. The access to the property at that curb cut shall be determined in such analysis, based on the report of the traffic engineer in consultation with the City Engineer.
9. This approval is expressly subject to compliance with conditions 6-9 set forth in David Rast's memo of Oct. 10, 2003.
10. Approval is only for four individual tracts – no action on Georgian Parkway is being implied or approved.
11. We are not approving the "J Loop" reflected on the plan until we have validated this is not a concern via a traffic standpoint, which would resolve the issue in the parking adjacent to the Target loading area.
12. Provide for engineering review.
13. Speed tables, pedestrian calming measures in front of Target.
14. Evaluate and consider connecting every other island in parking lot to enhance landscaping at parking.
15. Eliminate parking areas behind building 400, east of building 100 in truck turnaround
16. We are not approving that the greenspace requirement has been met per City ordinance until such a time as City Staff has validated the calculations.
17. Evaluate expanding the buffer for the golf cart path along western edge of the property.
18. This approval is expressly subject to compliance with all the terms of the Consent Order of March 29, 2004, not expressly repeated herein.

Weed seconded.

Rapson noted that the applicant had agreed to the stipulations and one other. Cohen reiterated the developer's agreement to work with the lots in St. Simon's affected by the entrance at outlot 14 as soon as the impact and which lots were affected was known.

Weed noted that the City was owed two traffic lights – one at Peachtree Parkway and GA 74 and one at Georgian Park and GA 74. He wanted a stipulation that the appropriate lights be in place prior to issuing the Certificate of Occupancy. Cohen noted that the traffic light issue was eliminated during the settlement and was not one of the conditions carried forward. Rapson said he did not know that.

Besseche said the lights at GA 74/Georgian Park and at World Drive and the Kroger entrance (Peachtree Parkway) were stipulated for phase one. The lights were to be implemented when the warrants were met. Besseche said the parties had been contacted, but they had not heard back from them yet. Rutherford clarified that the lights were the responsibility of another party and not this developer. Meeker said that was correct. Rapson recalled that Council had previously directed staff to find out about the lights and asked if those individuals would still put the lights in. Meeker said yes, per the previous agreement.

Pat Heaburg of Pathway Communities told Council his understanding was that when phase one was done, the developer applied for a light at the intersection of World Drive and Peachtree Parkway, which the City denied. An agreement was then written that required the developer to put in a light when they wanted to at the discretion of the City. Rapson said he read the motion and the motion stipulated, that when the warrants were met, the developer would put in the lights at the World Drive site and the GA 74/Georgian Park intersection. Heaburg said the letter was written in 1995 and that the light was the developer's option at no expense to the City. Meeker added when the warrants were met. Rapson agreed with Meeker. Meeker read the letter and said it specified the lights would go in when the operator demonstrated the warrants were met. Rapson read the condition from the April 24, 1995, conceptual plan – "Traffic lights need to be installed at no City expense if, and when, traffic warrants indicated and/or follows the SR 74/Georgian Park intersection, the entrance to the Center on the Parkway, and/or at the Parkway/Georgian Park intersection. If the operator of the shopping center demonstrates that the warrants for the signal are present at the entrance for the shopping center, then approval for the signal shall not be unreasonable withheld by the City."

Weed said they needed to clarify who owed the City the traffic light. Meeker said they had contacted the applicant for the first phase, Sofran. Meeker said they were listed as the applicant. Heaberg noted that Sofran had sold the shopping center to BBT in Atlanta, and they were the current operator.

John Young asked Council if no one would pay for the lights, then who would be responsible for the cost. He recounted a recent incident at the light and noted the traffic study done by Faison six-10 months ago. Young reiterated that everyone had agreed safety was an issue and someone had to step up and take responsibility for the lights. Council agreed.

Brown noted this was just the first stage of the process. He told Cohen he had a schematic design from Kingston, R.I., that had some enhancements he would like to show them. The motion carried unanimously.

New Agenda Items

06-04-08 Public Hearing to Consider Increase in Occupational Tax

Administrative Services Director/City Clerk Jane Miller addressed Council and said a review of the fees was part of the budget process for FY 2005, including a survey of other municipalities. Staff recommended Council consider increasing the Occupational Tax. Currently, the fees were $15 per employee with a minimum of $100 per year and a maximum of $3,075. Staff recommended going to $17.50 per employee with a minimum of $100 per year and a maximum of $5,000. Staff also recommended Council consider adding an administrative fee of $20. The minimum fee of $100 per year would include the $20 administrative fee until there were enough employees to raise the fee above the minimum rate. About 73% of the current businesses would not be affected by the change.

Weed noted that the administrative fee had to cover actual expenses and asked Miller if staff could prove what the fee covered. Miller said yes and noted that only a small portion of businesses would actually pay the administrative fee and it was only a small part of the revenue that would be generated. Miller noted the work involved in processing the notices, mailing them out, collecting the fees, and the work done by Code Enforcement.

Brown asked when there had last been a change. Miller said there had been no change to the $15 fee structure in years, but the maximum amount had been raised the last three years by $500 a year. The minimum fee had remained the same.

Rutherford said she would also like staff to look at who was exempt from the occupation tax and who was not. She said there were people who were not responsible for the fee, but people who worked out of town and had to pay the fee. She felt it was not in the best interest of the City to exclude certain people. Miller said she had researched the matter and that the exclusion covered people who cleaned houses in town. In the late 1970s, Council exempted that group from the occupational tax against staff's recommendation. Miller said she was unaware of any state law that would prohibit requiring housecleaners to pay the occupational tax or from amending the ordinance to include them. Rutherford said that housecleaners might not have earned as much in the 1970s, but noted that some people paid more for their housekeepers than some people earned in a day.

Rutherford moved to approve Option #2 of the proposed increase for the occupational tax for local business and the $20 administrative fee effective with the 2005 occupational tax payment and to review who was charged the tax. Kourajian seconded. The motion carried unanimously.

06-04-09 Consider Amendment to Lease between PCTA and City

Rapson said the amendment was to the term of the lease the Peachtree City Tourism Association had with the City. The amendment was in regards to the lessor having to approve something in writing. Brown asked for clarification. Rapson said nothing changed, but it did not require a three-party lease contract. The PCTA could enter into contracts without the City.

Rutherford moved to accept the amendment to the Tourism Association lease with the City that was entered into on January 5, 2004. Kourajian seconded. The motion carried unanimously.

06-04-10 Consider Contract for Moving Contents of Library for Construction

Leisure Services Director Randy Gaddo told Council that staff recommended the approval of American Interfile to move the library contents to a leased location during construction. Four companies bid on the job, and American Interfile had been the lowest and most qualified bidder. He noted that the bid of $56,838 covered the move out of the library, as well as the move back into the library. The funding was included in the bond proceeds. Gaddo said moving the library operation during the construction would be less stressful on the staff and patrons, shaved four months off the construction time, and saved $40,000.

Rapson moved to award the bid. Rutherford seconded. The motion was approved unanimously.

06-04-11 Consider Canceling July 1 Meeting

Rutherford moved to cancel the July 1 Council meeting. Rapson seconded. The motion carried unanimously.

<u>Council/Staff Topics</u>

There were no Council/Staff topics.

There being no further business to discuss, Rapson moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 9:50 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Regular Meeting
July 15, 2004
7:00 p.m.

The City Council of Peachtree City met Thursday, July 15, 2004, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Rapson, Judi Rutherford, and Murray Weed. Stuart Kourajian was out of town.

Announcements, Awards, Special Recognition

Mayor Brown recognized Brenda Rogers on obtaining certification as a Human Resources Manager, Betsy Tyler for obtaining certification as Deputy City Clerk, and Laura Oles obtaining her certificate of Local Government Management. Robert Ames was recognized for his service on the Planning Commission. The Southern Crescent Lightning Basketball Team was recognized for its first place league standing and for Coach Litterial Green being named as Coach of the Year. The award winners from the 4th of July parade were recognized: Golf Cart, first place – Charles Micallef, second place – Ted's Montana Grill, third place – Gary Seibert; Grand Marshal's Trophy, Delta Airlines; Mayor's Trophy, Braelinn Village Animal Hospital; Most Patriotic, Sons of the American Revolution; and Most Creative, Trinity Fellowship Church.

Minutes

Weed moved to approve the June 21, 2004, Special Called Meeting Minutes and the June 24, 2004, Special Called Meeting Minutes as presented. Rutherford seconded. The motion carried unanimously.

Monthly Reports

Brown announced that the Last Fling was scheduled on Saturday, August 7, 11 a.m., at Shakerag. City offices would be closed on Labor Day, Monday, September 6. Brown pointed out that Part 1 Crimes, the most serious crime classification, had increased by only one over last year's numbers. The top five accident locations for May were Highway 54/Planterra Drive, Highway 54/Highway 74, Highway 54/Huddleston Drive, Highway 54/Line Creek, and Highway 54/Peachtree Parkway. Brown noted that almost 15,000 feet of the cart path had been paved this year compared to 4,700 feet in Fiscal Year (FY) 2003.

Consent Agenda

1. **Alcoholic Beverage License – Change from Package to Consumption – Saffron Market**
2. **Consider Appointments to Library Commission**
3. **Consider Budget Amendments**
4. **Consider Fire Department Generator for Surplus**

Weed moved to approve Consent Agenda Items 1-4. Rutherford asked to remove Consent Agenda #3, Consider Budget Amendments. Weed accepted that as a friendly amendment. Rutherford then seconded the motion.

Rapson disclosed that his mother-in-law was the appointment for one of the Library Commission positions.

The motion to approve Consent Agenda Items # 1, 2, and 4 carried unanimously.

3. Consider Budget Amendments

Rutherford asked why QuickBooks software was needed for the Development Authority books. Financial Services Director Paul Salvatore said the Development Authority had all of its records on QuickBooks. There was a transition when the City took over the Tennis Center and Amphitheater, which were then taken over by the Tourism Association. There were many transactions that had to be finalized due to final audits being conducted. The only way to update the books to get the final numbers was to purchase QuickBooks. Salvatore pointed out that the Development Authority was considered a component unit of the City for the City's audit.

Rutherford asked if the information could be converted to Excel, then brought into the City's system. Salvatore said the Development Authority books were also on the Macintosh version of QuickBooks and the City needed the Windows version.

Rutherford asked if anyone had looked for a PC version of QuickBooks in the Development Authority's inventory. She noted that the Authority was supposed to buy a PC version of the program to use at the Amphitheater, and the software never came to the Amphitheater. System Administrator Matt Robinson said he had audited the Tennis Center's inventory and did not find that software. Salvatore noted they needed to buy the program for the City to complete the Development Authority's financial statements in order to complete the City's financial statements.

Rutherford asked if the City would have to update the QuickBooks program every year, or if the Development Authority would be transferred to another system. Salvatore said the Development Authority was now set up as a new department within the General Fund for any new business, which was minimal at this point.

Rapson clarified that the City was buying a licensing version to finish the conversion of the Development Authority books so the information could be included in the City's records for the audit. Salvatore agreed. Rapson also clarified with City Attorney Ted Meeker that he could vote on the matter since the Development Authority was only the reason for purchasing the software. Meeker confirmed this.

Weed clarified, and asked Meeker to verify, that during the auditing phase the Development Authority had always been considered a component of the City. By buying the QuickBooks program, the City would not be assuming the debt of the Development Authority. Meeker said the City would not be assuming the debt and was just trying to complete the audit.

Rutherford asked if there was a computer anywhere that could convert the information without QuickBooks. Robinson said trying to connect a PC with a Macintosh would not be practical.

Rutherford moved to accept the budget amendments. Rapson seconded. The motion carried unanimously.

New Agenda Items

Rutherford moved to move Agenda Item 07-04-05 Consider Library Temporary Lease Agreement up in the agenda. Rapson seconded. The motion carried unanimously.

07-04-05 Consider Library Temporary Lease Agreement

Brown noted there were additional documents on the dais – a memo from the Leisure Services Director to Mayor and Council dated July 12, 2004, with the subject "Approval of Library Temporary Move Lease Agreement;" a letter to J.D. Holmes, president of PTC Properties, Inc., dated July 9, 2004, from Dar Thompson, president of Better Bodies, LLC; a letter from J.D. Holmes to Dar Thompson dated July 11, 2004; a copy of the sub-lease agreement; and a copy of the commercial lease.

Leisure Services Director Randy Gaddo addressed Council and asked Council to authorize the Mayor to sign the lease agreement, with conditions approved by Council, with Dar Thompson, president of ValuGym, Inc. Gaddo continued that the property was the Gold's Gym on Highway 74. The 15,000 square-foot space had ample room to operate the library. He added that very little had to be done to the space.

Gaddo continued that there were some amendments to the lease based on comments from Thompson, as well as Council Members, the City Manager, and the City Attorney. He asked Council to approve a 12-month agreement with a month-to-month extension up to 15 months with a 60-day advance notice prior to moving out to allow Thompson to market the space effectively. The lease would go into effect on September 1 and the bid for the library construction would be on the September 2 agenda. Gaddo said the only thing that would throw the library renovation/expansion schedule off track was if the construction bids were all way over the projected budget.

Gaddo said the estimate on construction time was 12 months, according to Michael Tomasi, lead architect for Leo Daley Company. The time would have been 15 months if the library had not moved out. Construction would take only 10 months if there were no weather delays or other problems. The cost of the lease per month was $12,540 plus utilities (which averaged $1,700), which came to $170,998 for 12 months, or $213,000 for a 15-month contract. The funding for the lease and the moving costs was included in the bond proceeds and was well within the $324,000 budgeted, although there might be some move-in costs. The total for the round-trip move and the lease was approximately $269,000.

Thompson told Council that the gym was moving out of the facility regardless of whether the library moved in. The move had been originally set for August 1, but would now be in September. He noted that originally they had discussed 18 months, then it was backed up to 15 months, and now they were talking about 12 months. Thompson said he had no problem with 12 months, but he would prefer an additional three months extension, than a month-to-month renewal. Rutherford and Rapson both noted that 60 days notice was required prior to moving out. Rapson said he was more comfortable with a month-to-month lease after the 12 months and noted that they would be able to give Thompson an exact time later.

Thompson said he wanted to help the City, but he did not want to be cornered and wanted to do what was fair. City Manager Bernard McMullen pointed out that, no matter where they were at in the process, they would have to give 60 days notice. Meeker noted that, from month #10 to the end of the construction, the City would get constant 60-day updates and would have a good idea at least 60 days out of when construction would be completed. Thompson said he wanted to limit his exposure.

Weed asked how far into the lease would the City know when the construction would be finished. Gaddo said, realistically, they should know at the 10-month point. Rapson said he wanted to structure the lease according to reality. Gaddo said Thompson could actively market the property while the library was in it. He added that someone looking for a space that large was usually planning a year ahead. Rutherford said Thompson should come in at 10 months and have the same conversation, then Council could guarantee when the library would be moving. Weed agreed and said it sounded reasonable. Thompson said that was fine and that he had a 12-month minimum guarantee.

Rapson questioned section #11 in the lease, which included a clause regarding the type of insurance required for the lease. He noted that City was self-insured. Meeker said they were not self-insured and had GIRMA insurance. Administrative Services Director/City Clerk Jane Miller said the space would be covered under the City's policy.

Rutherford asked Gaddo if the builders would be able to start construction the day after the bid was approved by Council. Gaddo said the approval was on the September 2 agenda and the plan was to start moving almost immediately after the approval. Gaddo said the library should be ready for the builders to start on September 14, and that was part of the bid package. Rutherford asked if other properties were looked at. Gaddo said they looked at several properties and none of them matched what was needed, and there were also problems with short-term leases.

Rutherford moved to approve the temporary lease agreement for 12 months to be revisited in the 10th month to determine if a longer time was needed. Rapson seconded. The motion carried unanimously.

07-04-01 Consider Ordinance to Prevent Trains from Blocking Intersections
Police Chief James Murray addressed Council and told them this potential problem had been discovered by accident when a caregiver could not get through to a private residence because the train blocked the intersection. After searching the ordinances, they discovered the City had no ordinance to address the problem. They checked with other cities, including Hapeville, and found an ordinance that gave the City the authority to cut the train in event of an emergency. Weed added that Tom Drake was the grade crossing manager at the Department of Transportation and it would be good to also call him. Rutherford noted that she had attended the railroad session at the Georgia Municipal Association conference and would also provide the Police Department with that information.

Rutherford asked Meeker if he had seen the ordinance. Meeker said yes. Rutherford moved to approve the new ordinance for the obstruction of roads, streets, and railroad highway grade crossings by railroad corporations and railroad crews Weed seconded. The motion carried unanimously.

07-04-02 Consider Appointment of Municipal Court Solicitor
Brown noted there was an additional document on the dais – a memo from Administrative Services Director/City Clerk Jane Miller dated July 15, 2004, with the subject "Request to Table Agenda Item 07-04-02."

Rutherford moved to table the item as requested so staff could do more research, part of which was to see if the City could hire someone as a part-time City employee, to reach more firms if it had to go back out to bid, and to increase the income of the current solicitor until September 30 as requested. Rapson seconded. The motion carried unanimously.

07-04-03 Consider Adding Administrative Fee to Municipal Court Citations
Miller said staff recommended adding a $4 administrative fee to municipal court citations, except fees set by the state. She noted there had been a significant increase in citations over the last six months and that citations had increased by 1,500 over the same period last year. Miller said that amounted to a 40% increase in citations, plus an increase in paperwork due to state law changes and an add-on for indigent care. There were also glitches on the state's part in their ability to receive some paperwork electronically, so forms had to be mailed. Miller continued that another position had been requested for Administrative Services in the FY 2005 budget and about half of that person's time would be spent in Court. She said it was important the work be done correctly and the court staff had been putting in a lot of hours.

Weed asked Chief Murray why the caseload had increased so much. Murray pointed out that the traffic flow through the City had increased, plus the Department had been at full staff for the last few months.

Miller added that there were now eight courts per month instead of four, and although the citations had not doubled, the workload had increased. Rutherford asked why they did not ask for a $5 administrative fee. Miller said there was no magic number, but $40,000 funded the new position.

Rapson said his concern was that the fee covered the additional person. Miller said $5 would more than adequately cover the new position.

Rutherford moved to recommend the administrative fee be added to the citations, but adjusted the fee to $5 on all citations except those controlled by state law to cover the increase in the cost of processing. Rapson seconded. Rapson and Rutherford pointed out that just because Council approved adding the administrative fee, it did not mean they would approve the request for the additional position. The motion carried unanimously.

07-04-04 Discuss County Transportation SPLOST

Brown noted that Council Member Kourajian could not attend the meeting and had asked to hold the vote until the next meeting. Rutherford asked if Kourajian should be part of the discussion, as well as the vote. Brown said he was sure there would be discussion at the next meeting as well. Brown noted there were additional documents on the dais – a letter from City Attorney Ted Meeker to the City Manager dated June 11, 2004, and a Six Year-SPLOST Comparison.

Rapson noted the letter from the County Commissioners and said they needed an answer as soon as possible, or at least provide a consensus of opinion. He said he was willing to honor Kourajian's request to not take a vote, but said they needed to get the information to the Commissioners on how they felt for educational purposes alone.

Weed pointed out that Kourajian had long said he could not make this meeting and that the matter should be discussed when Kourajian could attend. Weed said they should also discuss it at this meeting.

Rutherford pointed out a piece of information, or misinformation, was whether or not the SPLOST would automatically be reconsidered next year if it failed this year. She said the County Commissioners would have to vote on the matter again next year to create the SPLOST request. Rutherford noted it was a County decision, and there was no guarantee it would be put to the voters again next year. She added that the Commissioners had said they would not reconsider the SPLOST again next year if it failed this year.

Rapson explained his Six-Year SPLOST Comparison chart, which included how the money would be allocated under the new law, under the County's offer, under the City's offer, and the variance between the offers and the new law. Rapson said the County was giving away 60% of the revenue due to the City by law. He pointed out that the difference between a 60/40 split and a 65/35 split was roughly $3.5 million. From a City perspective, the City was giving away 60% of the revenue the City would be due under the new law. Rapson said by doing so, the City said the County Transportation Plan was important and should be implemented. He continued that it was also critical to the City to initiate local projects, such as intersection improvements, golf cart path paving, or anything to do with transportation. The dollars were the same; the difference was where they were spent. Rapson said he did not know if this was a battle of the egos, but the issue no longer seemed to be about roads. He was not saying if he was for or against the SPLOST, but Rapson wanted people to be cognizant of the information. It was not just a City problem. Under the City's scenario, the City would receive a little over 13%. Under the County's scenario, the City would receive much less. Rapson said his position when the offer first came was to send a polite "no thank you" behind the scenes and work the matter out. The matter had to be settled with the County Commissioners.

Brown said there had obviously been a lot of discussion in the news and it had been consistently reported that 30% to 35% of the SPLOST went to the cities to split, but the County would get the lion's share of the 30-35%, or approximately 48% of the money. Rapson said the City could get $45.4 million under the new law, but he was willing to settle for $18 million.

Brown said the projects really did not matter; they were talking about equitable distribution of tax money and the City had a right to the equitable distribution of tax dollars. He reiterated that City residents were County taxpayers.

Rapson said his chart painted the picture and was based on the facts. He continued that he appreciated Brown's feelings and the County Commission Chairman's feelings. He said he wanted to let the citizens make up their own minds and take care of other issues on a personal level.

Rutherford said the 65/35 split offered by the County had come a long way. Now, the City could either receive $16 million, or nothing if the SPLOST failed. If the SPLOST were not reintroduced next year, then the City would still have nothing. It was always good to have more money and a lot of projects could get done with $16 million. She continued that the funding issues with the Fire Department and Recreation Department would continue. The City's residents paid for County services they did not receive. Rutherford said they should take the $16 million and work on the other long-term problems. They could look at setting up special tax districts, but should take the $16 million they otherwise might not ever see, then work hard to get back the tax money paid for services the City never received.

Brown said he asked City residents if they were willing to accept $0.30 in services if they paid $1 in taxes. The unanimous vote was no.

Rutherford reiterated that the fight needed to be over making sure tax equity went further than the SPLOST. Rapson said if the City did nothing and a five-year SPLOST was approved, then the City would get $11 million.

Weed said he swore an oath to represent the citizens of the City. The City ought to get around $45 million and they were considering agreeing with $18 million. He said he could not tell the public with a straight face that he abandoned them, knowing the City could get $45 million and he had sold out for $16 million. Weed continued that he believed there would be a reckoning with the voters for the Commissioners.

Brown said he did not buy the rationale that the County would not try the SPLOST again next year if it failed this year. They were going to kill both the cities and the County if they could not get their way.

Rutherford said she did not like the split, but as a representative of the taxpayers she had to look at other issues. She pointed out that the people from outside the County would be paying the sales tax. She said they needed to deal more with reality than fairness. They needed to focus on moving forward to develop the special districts needed to stop the tax burden on City residents.

Brown said the state law used the population share as a fall back position. When the County and the cities negotiated the LOST (Local Option Sales Tax), the County demanded population share. Something happened between the LOST negotiation and the SPLOST negotiation. Brown said it was a matter of who had the upper hand and was a control battle. He read several excerpts from the County Commission's October 28, 2003 Special Called Meeting Minutes. Brown questioned whether the City had a turn with County money and said the answer was unequivocally no. He continued that the County had never given the City money for road projects.

Rapson said the County had currently agreed to put a five-year SPLOST on the ballot in the fall. The County was now proposing a 65/35 split with the possibility of a six-year SPLOST. He noted that the County had more to lose than the City if they did not get to a six-year SPLOST, which was $17 million for the City as opposed to $6 million for the City. Rapson reiterated that he felt the City should say "no thank you and good luck with the five-year SPLOST." He said he showed the chart to 20 people and they asked why the City was willing to give up so much money. Rapson said he supported the Fayette County Transportation plan and why the projects were needed. Rapson said if he did not support the County's Transportation Plan, then he would never propose giving away $27 million.

Brown said there was no guarantee under the old or new law that any of the cities would get what they should. There was no schedule on when the dollars would be distributed. Rutherford said that was why there would be an intergovernmental agreement.

Brown referred to a June 11, 2004, letter from County Administrator Chris Cofty. The County had agreed to pay the City $150,000 for recreation for the building of a restroom next to the Kedron rink. Cofty wrote that the Board of Commissioners had directed County staff to remit the money on a monthly basis. Brown said the County had $35 million in reserves and had the audacity to pay the City $150,000 in 12 monthly installments. Brown noted that, when it was City's turn to pay, the City wrote one check.

Rutherford moved to table this item until the next meeting. Rapson seconded. The motion carried unanimously.

Council/Staff Topics

McMullen introduced Tom Corbett, the new Public Services Director. McMullen said Corbett would be a good addition to the City and that they were pleased to have him on board.

Rutherford asked who was responsible for mowing the grass on the east side of Highway 74. McMullen said the state was responsible, but the City had an agreement with the state for the City to mow in between the state's intervals.

McMullen noted that the FY 2004 budget books were available. The budget workshops were scheduled on Thursday, July 22, at 6 p.m., and on Thursday, August 12, at 6 p.m. Rutherford asked if each department head would make a presentation. McMullen said Salvatore would make a presentation and the department heads would answer questions. Rutherford asked for information on what had already been cut from the budget.

Rutherford thanked Gaddo for filling in as the interim Public Services Director.

There being no further business to discuss, Rutherford moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 8:45 p.m.

____
Jane Miller, City Clerk

____
Stephen D. Brown, Mayor

____
Pamela Dufresne, Recording Secretary

2004 City Event Calendar

July	August	September
	8/5 – City Council Meeting, 7 pm 8/7 – The Last Fling, 11 am **8/11 – Budget Workshop II, 6 pm Public Hearing on Millage Rate, 7 pm** 8/19 **Public Hearing on Millage Rate, 7:30 am** – City Council Meeting, 7 pm **(Public Hearing on Millage Rate during meeting)**	9/2 – City Council Meeting, 7 pm 9/6 – Labor Day, City Offices Closed 9/16 – City Council Meeting, 7 pm 9/18 & 19 – Shakerag Arts & Crafts Festival

October	November	December
10/7 – City Council Meeting, 7 pm 10/9 & 10 – Great Georgia Air Show 10/14 – City Council Meeting, 7 pm **10/16 – Peachtree City Classic Road Race, 8:45 am – Team Peachtree City forming for "The Most Physically Fit Organizations" in the "PTC Fitness Challenge"** 10/31 – Halloween	11/4 – City Council Meeting, 7 pm 11/18 – City Council Meeting, 7 pm 11/25 & 26 – Thanksgiving Holiday, City Offices Closed	12/2 – City Council Meeting, 7 pm 12/16 – City Council Meeting, 7 pm 12/23 & 24 – Christmas Holiday, City Offices close at Noon on 12/23 and remain closed on 12/24 12/31 – New Years Holiday, City Offices Closed

2005 City Event Calendar

January	February	March
1/6 – City Council Meeting, 7 pm 1/17 – MLK Day, City Offices Closed 1/20 – City Council Meeting, 7 pm	2/3 – City Council Meeting, 7 pm 2/17 – City Council Meeting, 7 pm	3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm

April	May	June
4/7 – City Council Meeting, 7 pm 4/21 – City Council Meeting, 7 pm	5/5 – City Council Meeting, 7 pm 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/16 – City Council Meeting, 7 pm

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

Updated 7/27/04

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: *June, 2004*

Human Resources	June-04	FY 2004 Year to Date	FY 2003 Year to Date
Workers Compensation Claims Filed	2	20	20
City Vehicle / Equipment Accidents	4	14	15
Lawsuit Legal Fees	$3,070.00	$40,758.65	$98,822.00

Municipal Court

Fines Collected	$115,168.00	$965,053.67	$668,353.50
Online Transactions	184	1164	N/A
Citations Closed	697	6,443	5,343
Jail Fund Balance	$3,396.04	$43,669.43	$23,855.67

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

Public Information

New Businesses Registered	15	246	not available
Public Contacts, Questions & Complaints	57	478	not available

This includes 6 complaints against Comcast Cable Company and 3 Open Records Requests.

BUILDING DEPARTMENT

MONTHLY REPORT

	OCT 2003	NOV 2003	DEC 2003	JAN 2004	FEB 2004	MAR 2004	APR 2004	MAY 2004	JUN 2004	JUL 2004	AUG 2004	SEPT 2004	TOTAL FYTD	PREVIOUS FYTD
DEVELOPMENT PERMITS:	31	31	29	17	43	21	20	14	36				242	181
BUILDING PERMITS:														
Single Family Residential	30	24	37	20	31	17	18	24	19				220	174
Multi-Family Residential	0	0	0	0	0	0	5	0	0				5	15
Misc.-Pools/fences/additions	73	46	36	42	61	85	83	60	74				560	490
Commercial/Industrial	16	7	7	7	6	8	6	8	9				74	74
TOTAL INSPECTIONS:	807	644	772	889	660	972	843	725	735				7,047	5,400
CERTIFICATE OF OCCUPANCY:														
Residential	22	11	24	21	26	26	29	31	32				222	155
Commercial	7	1	4	4	3	2	5	2	2				30	39
Multi-Family Residential	0	1	2	3	2	1	3	3	3				18	5
CODE ENFORCEMENT:														
Sign Violations	270	194	75	75	124	106	118	125	201				1,288	984
Rehab	24	5	4	8	14	10	19	13	18				115	139
Notice of Violations	601	210	268	334	313	287	302	449	378				3,142	3,035
Citations	6	4	3	1	4	6	1	2	1				28	25
Stop Work Orders	26	6	13	11	18	15	3	2	11				105	67
Complaints From Citizens	34	9	16	19	12	30	38	31	32				221	150
PERMIT FEES COLLECTED:	66,548	42,691	50,370	49,910	35,988	63,381	53,527	58,210	53,235				473,860	376,509
POPULATION: Based on 2.09 of completed occupancy	34,882	34,907	34,961	35,001	35,060	35,116	35,183	35,255	35,328				35,328	34,724

Financial Services Monthly Report (Unaudited)

STATUS OF FUNDS AS OF JUNE 30, 2004

Fund		Cash Balance		Total Investment		Total Cash and Investments		YTD Interest
General Fund	$	417,628	$	8,636,670	$	9,054,298	$	72,910
Library Sales Tax Fund		11,025		-		11,025		-
Dare Fund		281		-		281		-
Hazmat Fund		3,156		-		3,156		-
Youth Council Fund		2,396		-		2,396		-
Hotel/Motel Tax Fund		248,690		-		248,690		-
Library Construction Fund		-		4,713,105		4,713,105		807
Public Improvement Fund		(90,846)		913,410		822,564		12,380
Debt Service Fund		-		12,886		12,886		-
Library Debt Service		-		58,027		58,027		10
Municipal Court Fund		51,264		-		51,264		-
Merchant Services (Court)		37,837		-		37,837		-
Develop & Impact Fees		578,980		26,102		605,082		875
Neighborhood Parks/Rec.		60,447		-		60,447		36
Governor's Greenspace		-		-		-		-
Federal Seizures Police		10,069		-		10,069		14
Police Tuition Account		4,615		-		4,615		8
Escrow Account		156,645		-		156,645		143
Grand Total	**$**	**1,492,187**	**$**	**14,360,200**	**$**	**15,852,387**	**$**	**87,183**

Purchasing Monthly Report

For Fiscal Year	2004 TOTAL YTD	2003 TOTAL YTD
Purchase Orders / Requistions Processed	1,730	1,635
City Store Requistions Processed	88	82
Sealed Bids Requested	28	18
Requests for Proposals	11	5
Bids Awarded	21	23
Requests for Proposals Awarded	8	4
Contracts Prepared	12	2
Fixed Assets Purchased	23	48

Information Technology Monthly Report

	Current Month	FY2004 YTD
Work Orders Created	128	755
Work Orders Closed	97	639
Work Orders Open	20	34
Corrective Work Orders	95	
Project Work Orders	4	
Technical Support	15	
Website Visits	28,004	

Collateral Analysis as of June 30, 2004

Security Location	Bank		Total Held
Bank of New York	Wachovia	$	932,314
Bank of New York	Peachtree National		7,185,311
Federal Res Bk of Boston	South Trust		15,126,809

General Governmental Funds Budget Comparison
Revenues - By Major Category

Description		2004 Budget		Actual YTD		Difference	%
General Property Taxes	$	8,095,421	$	7,763,531	$	(331,890)	95.90%
Franchise Taxes		1,946,534		1,557,729		(388,805)	80.03%
Local Option Sales Tax		5,959,129		4,702,810		(1,256,319)	78.92%
Other Sales & Use Taxes		579,872		453,912		(125,960)	78.28%
Business Taxes		1,648,885		1,711,980		63,095	103.83%
Licenses & Permits		756,195		715,342		(40,853)	94.60%
Grants		253,398		105,278		(148,120)	41.55%
Charges for Services		890,383		752,344		(138,039)	84.50%
Fines & Forfeitures		746,025		700,377		(45,648)	93.88%
Investment Income		117,745		72,905		(44,840)	61.92%
Surplus Carryover		707,259		-		(707,259)	0.00%
Other Revenue		6,464		24,243		17,779	375.05%
Other Financing Sources		602,063		-		(602,063)	0.00%
Total General Fund	**$**	**22,309,373**		**18,560,451**	**$**	**(3,748,922)**	**83.20%**
Hotel/Motel Tax		849,514		731,111		(118,403)	86.06%
Total General & Hotel Funds	**$**	**23,158,887**		**19,291,562**	**$**	**(3,867,325)**	**83.30%**

General Governmental Funds Budget Comparison
Expenditures by Division YTD

Percentage into Budget Year *75.00%*

Division		2004 Budget		Actual YTD		Difference	%
Administrative	$	1,452,937	$	956,013	$	496,924	65.80%
Developmental		1,385,004		879,032		505,972	63.47%
Finance		712,004		455,936		256,068	64.04%
Leisure Services		4,226,639		2,834,199		1,392,440	67.06%
Public Safety		8,108,821		5,531,206		2,577,615	68.21%
Public Works		4,269,302		2,446,416		1,822,886	57.30%
Council Contingency		20,108		-		20,108	0.00%
Non-Profit Organizations		20,000		15,000		5,000	75.00%
Grant Incentive Program		50,000		-		50,000	0.00%
Transfer to Amphitheater Fund		16,515		-		16,515	0.00%
Transfer to Tennis Ctr Fund		41,222		-		41,222	0.00%
Transfer to PIP		101,453		101,453		-	100.00%
Transfer to Debt Svc		2,156,740		1,435,344		721,396	66.55%
Liability Insurance		68,678		92,751		(24,073)	135.05%
Legal Services		115,000		72,587		42,413	63.12%
Gen'l Admin		89,950		7,000		82,950	7.78%
Reserve-Insurance		50,000		-		50,000	0.00%
Other		(575,000)		-		(575,000)	0.00%
Total General Fund	**$**	**22,309,373**	**$**	**14,826,937**	**$**	**7,482,436**	**66.46%**
Trfr to PCDA/PCAA		66,716		66,716		-	100.00%
Transfer to General Fund		283,171		-		283,171	0.00%
Transfer to Tourism General Fund		499,627		369,416		130,211	73.94%
Total General & Hotel/Motel Funds	**$**	**23,158,887**	**$**	**15,263,069**	**$**	**7,895,818**	**65.91%**

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svgs/Short	Date

PEACHTREE CITY FIRE/EMS DEPARTMENT
2004 MONTHLY REPORT

	Oct. 03	Nov. 03	Dec. 03	Jan. 04	Feb. 04	Mar. 04	Apr. 04	May. 04	Jun. 04	Jul. 04	Aug. 04	Sept. 04	2004 Y-T-D	2003 Y-T-D
FIRE/ACCIDENT CALLS														
Residential	3	1	4	1	1	1	5	3	1				20	21
Business/Industrial	3	2	2	0	0	1	1	0	0				9	9
[1]Rescue/EMS Assist								131	129					
[1]Vehicle/Golfcart Accidents								20	20					
[1]False Alarms								13	17					
[2]Other	175	169	219	196	170	174	190	24	27				1344	1610
Total Engine Response	181	172	225	197	171	176	196	191	194				1703	1640
Dispatched Fire Calls	52	40	62	43	44	39	50	38	44				412	377
Response Time Fire	4:38	3:26	3:53	5:50	4:46	5:22	4:42	5:17	4:22				4:46	4:53
RESCUE/EMS														
Trauma	45	22	41	52	40	28	44	73	67				412	570
Medical	38	36	65	106	91	49	31	83	97				596	599
Total # Patients	83	58	106	158	131	77	75	156	164				1008	1169
Patients Transported	37	23	50	92	67	36	28	77	70				480	504
Dispatched EMS Calls	135	134	167	155	128	135	147	153	151				1305	1265
Total Medic Response	83	58	106	176	134	144	175	185	178				1239	1169
Dispatched Fire/EMS Total	187	174	229	198	172	174	197	191	195				1717	1642
Response Time EMS	4:20	4:17	4:31	4:22	4:12	4:34	4:20	4:05	4:24				4:20	4:20
EMS BILLING														
Patients Billed	63	80	89	99	58	80	63	91	78				701	666
Revenue Generated	24,060	30,380	34,541	36,903	22,178	30,852	24,461	34,935	30,406				268,716	230,970
[3]Total Revenue Received	24,643	20,297	21,276	20,603	27,202	26,700	29,102	15,877	28,415				214,115	162,441

[1]Previously categorized as Other
[2]Other miscellaneous responses; gas and water leaks, hazmat spills, etc.
[3]Revenue Received on All Outstanding Accounts

RW LEISURE SERVICES
Monthly Report

For the Month of June 2004

Library: 450 new library cards were issued in June, for a total of 23,387 cardholders. The number of books circulated (156,948 compared to 144,011 last year this time) is remaining above average. The Flint River system continues to do a good job of getting materials to us quickly; June saw 889 new books put into circulation, a record number. Internet use remains significantly higher than last year, with the Internet stations being used a total of 21,144 times so far this year, compared with 15,890 last year. Note: Two of our degree-holding Librarians, Jill Prouty and Rebecca Watts, have been chosen to give presentations at the Georgia Library Association annual conference in October. Jill will discuss the process of expanding the library, and Rebecca will talk about cultivating writers groups in libraries.

Recreation

Leisure Programs:

Adult Athletics: There were 3 adult athletic programs active through June, with 7,807 total participants for the year thus far. Fall softball is slated to begin in August.

Classes & Programs: Programs have historically slowed down in the summer due to vacation schedules. As school starts again, programs will pick back up as families get back onto more routine schedules. The Department offered 134 different classes and programs, down from 142 the month before. The number of participants dropped from 3,090 in May to 2,283 in June. Revenues and expenses reflected this reduction. July will probably closely mirror June, but the programs should pick back up in August.

Special Events: These numbers will become more significant as we begin reporting estimated participation in events such as Last Fling, Shakerag and Memorial Day, which we haven't in the past. Will need a full year history to show significance. Late summer and early fall are heavy in special events.

Sports and Facilities: Mowing sports field continued at an increased level, spending 2,284 hours to date versus 1,915 this time last year. Building maintenance (3,985 hours, up from 2,841 last year at this time) increased as we proceed to upgrade facilities. Holding steady on safety inspections by the parks monitor (450 so far), with continued special attention to playgrounds and other structures used by children. New, safer playground equipment has now been installed at every major park and all older pocket parks in the city. This program will be finished out next year, and we will transition into addition of picnic shelters and other amenities at selected parks. However, safety inspections will continue to ensure the equipment is maintained properly.

CRIME REPORT – JUNE 2004

PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2004	YTD 2003
MURDER	0	0	0	0	0	0							0	0
RAPE	0	1	0	1	0	0							2	1
ROBBERY	0	0	0	0	0	0							0	4
AGGRAVATED ASSAULT	0	0	1	1	1	1							4	3
ARSON	0	0	0	0	0	1							1	0
AUTO THEFT	3	3	2	7	3	3							21	44
THEFT	18	20	17	19	17	28							119	114
BURGLARY	1	1	3	4	1	0							10	8
TOTAL PART I CRIMES	22	25	23	32	22	33							157	174
ALCOHOL/DRUG ARRESTS **DUI – TOTAL**	16	14	32	29	23	16							130	93
DUI – ADULT	12	14	27	24	18	16							111	79
DUI – UNDERAGE	4	0	5	5	5	0							19	14
OTHER UNDERAGE ALCOHOL ARRESTS	12	17	10	13	13	4							69	61
DRUG ARRESTS	8	27	17	17	12	9							90	62
ARRESTS														
PROPERTY CRIMES	9	12	8	15	13	7							64	50
PERSON CRIMES	5	10	8	2	2	6							33	31
CITY ORDINANCES	37	61	42	44	81	65							330	263
*OTHER	105	87	103	96	90	79							560	576

ADMINISTRATIVE AVERAGE RESPONSE TIME	5.21	5.03	5.19	5.31	5.40	6.39							5.42	5.31
CALLS ANSWERED	6434	6000	6198	6381	6476	6634							38,123	33,706
TRAFFIC CITATIONS ISSUED	830	917	1041	790	847	738							5163	2842
WARNINGS ISSUED	721	754	751	617	756	587							4186	2989
ACCIDENTS – TOTAL	106	75	102	96	95	94							568	567

TOP 5 ACCIDENT LOCATIONS – MONTH	TOTAL #
1. HWY 54 / HWY 74	7
2. HWY 54 / HUDDLESTON DR	5
3. HWY 54 / LINE CREEK DR	5
4. HWY 54 / PEACHTREE PARKWAY	2
5. HWY 54 / MCDUFF PKWY	2

TOP 5 ACCIDENT LOCATIONS – YEAR	TOTAL #
1. HWY 54 / HWY 74	31
2. HWY 54 / HUDDLEESTON DR	26
3. HWY 54 / PLANTERRA DR	24
4. HWY 54 / LINE CREEK DR	18
5. HWY 74 / CROSSTOWN DR	16

PUBLIC SERVICES MONTHLY REPORT

JUNE 2004

		JUNE 2004	YEAR TO DATE FY2004	YEAR TO DATE FY2003
Street Patching	(Hrs.)	596	2,991	865
Street Crack Sealing	(Hrs.)	77	488	1,740
Drainage Maintenance	(Hrs.)	16	1,490	1,757
Street Sweeping	(Hrs.)	9	367	263
Cart Path Paving	(Ft.)	756	15,552	4,710
Cart Path Litter Removal	(Hrs.)	31	575	633
Cart Path Drainage Maint.	(Hrs.)	96	1,391	2,287
R.O.W. Mowing	(Hrs.)	1,014	3,020	3,451
R.O.W. Litter Removal	(Hrs.)	236	3,209	2,281
Landscape Maintenance	(Hrs.)	1,308	5,239	7,099
Landscape Planting/Mulch	(Hrs.)	0	2,342	1,071
Litter Removal	(Hrs.)	0	47	39
Sub-Division Sign Maint.	(Hrs.)	91	530	434
Traffic Sign Maintenance	(Hrs.)	137	1,072	1,395
Vandalism Repairs	(Hrs.)	11	286	2,123
Citizen Complaints Answered	(Num.)	108	501	342
Community Service	(Hrs.)	0	84	196
<u>RECYCLING SITE</u>				
Manhours	(Hrs.)	221	762	873
<u>Participants</u>				
Recycling	(Num.)	983	4,546	3,587
Composting	(Num.)	1,338	10,947	13,708
Mulch Picked-Up	(Num.)	153	2,126	910

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager** **Assistant City Manager**
FROM:	**Administrative Services Director / City Clerk**
DATE:	**July 29, 2004**
SUBJECT:	**Alcoholic Beverage License – Change in Licensee and License Representative For Ruby Tuesday** **August 5, 2004, Council Agenda Item**

Recommendation:

Staff recommends Council approve the request to appoint Mr. Daniel Thompson Cronk as Licensee and Mr. Michael Paul Marien as License Representative for Ruby Tuesday.

Discussion:

The City has received applications for a change in Licensee and License Representative from Ruby Tuesday, Inc. for the Ruby Tuesday restaurant located at 100 Peachtree Parkway South. Mr. Daniel Thompson Cronk has requested he be appointed as Licensee and Mr. Michael Paul Marien has requested appointment as the License Representative. A representative will attend the August 5, 2004, Council meeting to answer any questions you may have.

Budget Impact:

The changes will have no impact on the budget.

/jsm

Attachments

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

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

Michael Paul Marien
Name

2404 Lakeside Way Newnan, GA 30265
Address

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

James V. Murray
Signature

7/28/04
Date

Major R.M. Dubia
Witness

151 Willowbend Road • Peachtree City, Georgia 30269 • (404) 487-7657

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

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

Daniel Thompson Cronk
Name

1305 Kensington Dr. Knoxville, TN 37922
Address

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

James V. Murray
Signature

7/28/04
Date

Major C.M. Durbin
Witness

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Ruby Tuesday, Inc. d/b/a Ruby Tuesday #2678	**Business Location:** 100 Peachtree Parkway South	Peachtree City, GA 30269
Nature of Business: Full Service Restaurant	**Mailing Address:** Legal Department Ruby Tuesday, Inc. 7420 Hitt Road, Suite A Mobile, Alabama 36695	**Business Phone Number:** 770-487-0909
Name of Licensee: Daniel Thompson Cronk	**Home Address:** 1305 Kensington Drive Knoxville, TN 37922	**Home Phone Number:** (865) 670-8508
Name of License Representative: Michael Paul Marien	**Home Address:** 2404 Lakeside Way Newnan, Georgia 30265	**Home Phone Number:** 678-423-1704

Please indicate type of license(s) applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
XX	Malt Beverage		Malt Beverage		Malt Beverage
XX	Wine		Wine		Wine
XX	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:
See attached.		

Is any person who owns an interest in the license an employee of the City of Peachtree City? No

EXHIBIT "A"

Ruby Tuesday, Inc. has been subject to the following disciplinary action relating to the sale and distribution of alcoholic beverages as follows:

- Alpharetta, Georgia (May 1997 - Ruby Tuesday): An employee of Ruby Tuesday restaurant served beverage alcohol to an underage person. The Hearing Officer at the Georgia Department of Revenue and the Clerk of the City of Alpharetta both accepted pleas of no contest from Ruby Tuesday, Inc., issued monetary fines against Ruby Tuesday, Inc., and placed the alcohol licenses on probation, which probation has been successfully completed;

- Snellville, Georgia (July 1997 - Ruby Tuesday): An employee of Ruby Tuesday restaurant allegedly served beverage alcohol to an underage person. Following a plea of "not guilty" by Ruby Tuesday, Inc., and an evidentiary hearing, the Hearing Officer at the Georgia Department of Revenue dismissed the citation. The Gwinnett County Solicitor's Office caused the charges against the employee to be dismissed and Gwinnett County took no action against the local alcohol license;

- College Park, Georgia (August 1998 - Ruby Tuesday): An employee of Ruby Tuesday restaurant served beverage alcohol to an underage person. While the City Manager of the City of College Park held that the restaurant had done "everything humanly possible to prevent the sales of alcoholic beverages to underage persons," the Hearing Officer at the Georgia Department of Revenue accepted a plea of no contest from Ruby Tuesday, Inc., issued a monetary fine against Ruby Tuesday, Inc., and placed the state license on probation. Please see page 3 regarding the suspension of the local license;

- Duluth, Georgia (January 1999 - Ruby Tuesday): An employee of Ruby Tuesday restaurant served beverage alcohol to an underage person. The Hearing Officer of the Georgia Department of Revenue accepted a plea of no contest from Ruby Tuesday, Inc., issued a monetary fine against Ruby Tuesday, Inc., and placed the state license on probation. No action was taken against the local license;

- Gwinnett County, Georgia (June 1999 - Ruby Tuesday - 2100 Pleasant Hill Road): A restaurant employee was cited by the Gwinnett County Police Department for failing to have a server's permit as required by the Gwinnett County Alcoholic Beverage Ordinance. Based on this alleged violation, the Georgia Department of Revenue cited Ruby Tuesday, Inc. for permitting an employee to engage in an activity on restaurant premises in violation of the county ordinance. Ruby Tuesday, Inc. has plead no contest to the charge. It is anticipated that the Hearing Officer of the Georgia Department of Revenue will accept the plea, will issue a monetary fine against Ruby Tuesday, Inc., and shall place the license on probation. No action was taken against the local license;

- Alpharetta, Georgia (June 1999 - American Café): An employee of American Café restaurant served beverage alcohol to an underage person. The Hearing Officer at the Georgia Department of Revenue and the Clerk of the City of Alpharetta accepted pleas of no contest and issued monetary fines against Ruby Tuesday, Inc., and placed the state and local licenses on probation, which probations are pending. Ruby Tuesday, Inc. was also charged by the Georgia Department of Revenue with failing to notify the Georgia Department of Revenue of the alleged violation. Ruby Tuesday, Inc. plead not guilty and the Hearing Officer likewise found Ruby Tuesday, Inc. not guilty of having failed to notify the Department of Revenue of the violation;

- Gwinnett County, Georgia (June 1999 - American Café - 2100 Pleasant Hill Road): A restaurant employee was cited by the Gwinnett County Police Department for failing to have a server's permit as required by the Gwinnett County Alcoholic Beverage Ordinance. Based on this alleged violation, the Georgia Department of Revenue cited Ruby Tuesday, Inc. for permitting an employee to engage in an activity on restaurant premises in violation of the county ordinance. Ruby Tuesday, Inc. plead no contest to the charge. The Hearing Officer of the Georgia Department of Revenue accepted the plea and placed the license on probation for twelve (12) months. Gwinnett County took no action against the local license;

- Gwinnett County, Georgia (June 1999 - Ruby Tuesday - 2100 Pleasant Hill Road): A restaurant employee was cited by the Gwinnett County Police Department for failing to have a server's permit as required by the Gwinnett County Alcoholic Beverage Ordinance. Based on this alleged violation, the Georgia Department of Revenue cited Ruby Tuesday, Inc. for permitting an employee to engage in an activity on restaurant premises in violation of the county ordinance. Ruby Tuesday, Inc. plead no contest to the charge. The Hearing Officer of the Georgia Department of Revenue accepted the plea, and placed the license on probation for twelve (12) months. Gwinnett County took no action against the local license;

- Snellville, Georgia (July 1999 - Ruby Tuesday): An employee of Ruby Tuesday restaurant allegedly served beverage alcohol to an underage person and failed to have a server's permit as required by the Gwinnett County Ordinance. The Georgia Department of Revenue Hearing Officer accepted Ruby Tuesday's plea of no contest. Ruby Tuesday, Inc. was assessed a monetary fine of $400.00 and its state license was placed on probation for twelve (12 months. Gwinnett County took no action against the local license;

- Statesboro, Georgia (July 1999 - Ruby Tuesday): An employee of Ruby Tuesday restaurant allegedly served beverage alcohol to an underage person. The Administrative Hearing Officer accepted Ruby Tuesday, Inc.'s plea of no contest to the charge, assessed a monetary fine against Ruby Tuesday, Inc. in the amount of $300.00 and placed the state license on probation for twelve (12) months. To date, no action has been taken against the local license.

- Gwinnett County, Georgia (November 1999-American Café- 2100 Pleasant Hill Road): Three (3) restaurant employees were cited by the Gwinnett County Police Department for failing to have a server's permit as required by the Gwinnett County Alcoholic Beverage Ordinance. Based on this alleged violation, the Georgia Department of Revenue cited Ruby Tuesday, Inc. for permitting an employee to engage in activity on the restaurant premises in violation of the county ordinance. The Administrative Hearing Officer accepted Ruby Tuesday, Inc.'s plea of no contest, assessed a monetary fine of $150.00 and placed the license on probation for a period of twelve (12) months. Gwinnett County took no action against the local license.

Morrow, Georgia (December, 2000) Ruby Tuesday - 2348 Southlake Mall, Morrow, GA 30260: An employee of Ruby Tuesday restaurant allegedly served beverage alcohol to an underage person. The Administrative Hearing Officer accepted Ruby Tuesday, Inc.'s plea of no contest to the charge, assessed a monetary fine against Ruby Tuesday, Inc. in the amount of $500.00 and placed the state license on probation for twelve (12) months. The City of Morrow advises that it will not take any action against Ruby Tuesday, Inc.

- Smyrna, Georgia (August, 2001) Ruby Tuesday - 3197 S. Cobb Drive, Smyrna, GA 30080: A restaurant employee was cited by the City of Smyrna Police Department for allegedly serving beverage alcohol to an underage person. Ruby Tuesday, Inc. pled no contest to such charge in the City of Smyrna's administrative action against Ruby Tuesday's alcoholic beverage license. The City of Smyrna City Council accepted the plea, issued a warning and placed Ruby Tuesday's license on probation for sixty (60) months. To date, the Georgia Department of Revenue has not taken any action against Ruby Tuesday, Inc.

- Albany, Georgia (April, 2002) Ruby Tuesday - 2626 Dawson Road, Albany, GA 31707: An employee of Ruby Tuesday restaurant allegedly served beverage alcohol to an underage person. The Administrative Hearing Officer accepted Ruby Tuesday, Inc.'s plea of no contest to the charge, assessed a monetary penalty against Ruby Tuesday, Inc. in the amount of $500.00 but held such penalty in abeyance pending satisfactory completion by Ruby Tuesday of a 24 month probation. The City of Albany issued Ruby Tuesday a Letter of Reprimand.

- **Fayetteville, Georgia (July, 2002) Ruby Tuesday-1405 Highway 85 N, Fayetteville, GA 30214: An employee of Ruby Tuesday restaurant allegedly served beverage alcohol to an underage person. Ruby Tuesday entered a plea of no contest to the Georgia Department of Revenue Administrative Hearing Officer which plea is pending. The City of Fayetteville imposed a penalty of $1,000.00 against Ruby Tuesday, Inc. and placed its license on probation.**

Ruby Tuesday, Inc. presently owns and/or operates approximately forty seven (47) restaurants in the state of Georgia, each of which is licensed to sell beverage alcohol for consumption on its premises.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager
Assistant City Manager

FROM: City Clerk

DATE: July 23, 2004

SUBJECT: Alcohol License – Addition to License – Ted's Montana Grill
August 5, 2004, Regular Meeting

Recommendation:
Staff recommends Council consider the attached application for a change in the alcoholic beverage license.

Discussion:
Ted's Montana Grill, 314 City Circle, Suite 1320, has submitted an application to add Distilled Spirits to its alcoholic beverage license. Mr. George McKerrow will remain as the Licensee and Ms. Tammy Stoj will remain as the License Representative. The current license is for Malt Beverage and Wine only.

Budgetary Impact:
The additional fees charged for Distilled Spirits will have a positive impact on the budget. Currently, Ted's Montana Grill has a license for Malt Beverage and Wine. The yearly fee for Distilled Spirits is currently $4,000 compared to $1,050 for Malt Beverage and Wine.

JM:pd

Attachment

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Ted's Montana Grill	**Business Location:** 314 City Circle Suite 1320 Peachtree City, GA 30264	
Nature of Business: Restaurant	**Mailing Address:** 133 Luckie Street 6th Floor Atlanta, GA 30303	**Business Phone Number:** 678-829-0275
Name of Licensee: George Walter McKerrow	**Home Address:** 1320 Monte Carlo Dr. Atlanta, GA 30327	**Home Phone Number:** 404-266-1944
Name of License Representative: Tammy Stoj	**Home Address:** 170 Boulevard, SE Apt. E216 Atlanta, GA 30312	**Home Phone Number:** 404-653-0587

Please indicate type of license applying for

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
	Malt Beverage		**Malt Beverage**		**Malt Beverage**
	Wine		**Wine**		**Wine**
X	**Distilled Spirits**		**Distilled Spirits**		**Distilled Spirits**

Please complete information below (use separate sheet if necessary)

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**Please provide Home Addresses for the individuals listed:**	**Please provide Home and Business Phone Numbers for individuals listed:**
TMG Restaurants, LLC	1320 Monte Carlo Drive	(h) 404-266-1944
contact: George McKerrow	Atlanta, GA 30327	(w) 404-266-1344

Is any person who owns an interest in the license an employee of the City of Peachtree City? No

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Administrative Services Director / City Clerk**

DATE: **July 8, 2004**

SUBJECT: **Amendment to Sec. 2-336 (c) Relative to Filling Unexpired Terms on Commissions and Authorities**
August 5, 2004 Council Agenda

Recommendation:

Approve the attached proposed amendment to Sec. 2-336 (c) of the Peachtree City ordinances relative to filling unexpired terms on commissions and authorities.

Discussion:

Currently, the City ordinance concerning filling unexpired terms on commissions and authorities is as follows:

Sec. 2-336 (c) *Filling of unexpired terms.* If a member of a commission or authority resigns before completing his term of office, the city council can appoint an interim member to fill an unexpired term of six months or less from the pool of previous applicants.

In the past, the City has always selected alternates at the time of initial interviews and appointment of regular members to commissions and authorities, and that alternate would be appointed to fill any vacancy that might occur during the annual term of office for that particular commission or authority.

The language in the attached amendment to Sec. 2-336 (c) reflects the process we actually use in selecting alternates.

Budget Impact:

None

Attachment

Ordinance # _______

AN ORDINANCE TO AMEND ARTICLE V, SECTION 2-336, OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR THE FILLING OF UNEXPIRED TERMS ON CITY COMMISSIONS AND AUTHORITIES, AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 2-336(c) relating to the filling of unexpired terms on City Commissions and Authorities be amended as follows:

Sec. 2-336 (c) *Filling of unexpired terms.* ~~If a member of a commission or authority resigns before completing his term of office, the city council can appoint a interim member to fill an unexpired term of six months or less from the pool of previous applicants.~~At the time of appointment of a member(s) to a commission or authority, the city council may appoint an alternate(s) from the pool of applicants who would fill an unexpired term of less than twelve months should a vacancy occur during that period.

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

Done, Ratified, and Passed this ______ day of _____________ 2004.

____
Stephen D. Brown, Mayor

____

____

____

Attest: ___________________________
City Clerk

____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Administrative Services Director / City Clerk**

DATE: **July 27, 2004**

SUBJECT: **Consider Request from PTC Rotary Club for Use of Logo**
August 5, 2004 Council Meeting

Recommendation:

Approve the request by the Peachtree City Rotary Club to use the Peachtree City logo on marble paperweights and a rotary banner presented to visiting Rotarians.

Discussion:

The Rotary Club of Peachtree City has requested permission to use the Peachtree City logo on two items they present to visitors to their club (attachment 1). A marble paperweight is given to keynote speakers and visiting dignitaries. The club would like to add the City logo to the paperweight. A small banner, presented to visiting Rotarians, would also contain the City logo. The old City logo is currently displayed on this banner.

The City has a CAR on the usage of the City logo that would allow the Rotary Club to use the City logo if City Council approves. A copy of the CAR is attached for your review (attachment 2). The City Manager recommends approval.

Budget Impact:

None

/jsm

Attachment

The Rotary Club of Peachtree City

Ms. Jane Miller
Administrative Services Director
City Clerk
The City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Ms. Miller,

On behalf of the Rotary Club of Peachtree City I am writing to request permission to the use the City's logo for the following Rotary Club public relations items.

1. Marble paperweight with brass inscribed plate. This is an appreciation gift that will be given to key note speakers and visiting dignitaries. The size of the paperweight is approximately 4.25" x 2.5". It is intended to be used indefinitely.

2. Rotary banner. This item is given to visiting Rotarians from other US and International Rotary Clubs. It is a long standing tradition within Rotary to give commemorative banners to visiting Rotarians; therefore, this banner is intended to be used indefinitely. Its approximate size is 8.5" x 11".

Please find enclosed drawings of the displays.

The Rotary Club is proud to be a community partner with the City of Peachtree City. We are committed to use the City's logo to promote goodwill and to assist in bringing notable recognition to the City.

Thank you for your consideration to approve this request. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Debbie Britt

Debbie Britt
Member
Rotary Club of Peachtree City
770-486-1738

Cc: Mr. Tom Rolka, President – Rotary Club of Peachtree City
/enc.

Attachment 1

With sincere appreciation for Your presentation to the
Rotary Club of Peachtree City
2004 - 2005
Tom Rolka, President

CELEBRATE ROTARY

The 4 Way Test of Rotary

...OF WHAT WE THINK, SAY OR DO

1. Is it the TRUTH?
2. Is it FAIR to all concerned?
3. Will it build GOODWILL and BETTER FRIENDSHIPS?
4. Will it be BENEFICIAL to all concerned?

Paper weight

Attachment 1

Banner

CAR 5-5 CITY LOGO & SLOGAN CAR 5-5
OPR: City Hall
8/12/86 (Revised 7/04)

I. Purpose

The purpose of this regulation is to establish City policy on usage of the City Logo and Slogan, adopted by the Mayor and Council on December 20, 2003. This regulation shall specify by whom and in what manner the City Logo and Slogan may be used and the authorization required to do so.

II. Logo & Slogan Registration and Description

The City of Peachtree City takes great pride in its Logo and Slogan and will preserve exclusive rights to usage through Common Law Usage and appropriate registration with State and Federal Agencies. The Logo & Slogan are described as follows:

> A graduated yellow to burgundy (primarily orange) ribbon in the shape of a stylized peach top, bisected by two graduated green to yellow leaves, over the words "Peachtree City" in Copperplate Gothic font (note: the phrase "Peachtree City" is not reserved for exclusive use). When the slogan, "Plan to Stay," is present, it will appear below the "Peachtree City" lettering, aligned to the left, in Copperplate Gothic lettering.

The City has and will exercise the right to protect the logo and slogan, and to restrict its use of the logo and slogan, any resemblance thereof which might be mistaken for the City's logo and slogan, and any unauthorized changes made to the Logo & Slogan.

The City Logo and Slogan will not be authorized for third party retail/resale uses unless specified by a separate licensing contract approved by the City Council.

III. Use Limitations

The City Logo & Slogan may be displayed on City property including, but not limited to, stationery, brochures, business cards, uniforms, signs, buildings, and vehicles. The manner of display will be standardized among departments through the Public Information Department.

Requests for use of the Logo and/or Slogan by City departments will include size, layout, coloring and location of Logo and/or Slogan, and must be submitted to the Public Information Officer for review and must be approved by the City Manager. Once usage has been approved, it may not be altered without approval by the City Manager.

Non-profit organizations, City appointed commissions and boards, and other entities may, with proper City Council authorization and submission of a Licensing Agreement, be allowed to utilize the City Logo and/or Slogan .

IV. Authorization

Any group or organization desiring to display the City Logo and Slogan or any part thereof must make a written request of the City Manager stating the reason for the request, the length of time the images will be used and a drawing of the display. The City Manager will review the request and determine whether the request should be denied, or submitted to City Council for consideration. Any questionable display of the Logo and/or Slogan will be reviewed by the City Attorney prior to any action being taken on the request. Final approval authority rests with City Council.

APPROVED:

Public Information Officer
Director of Administrative Services
City Manager

City of Peachtree City
Logo and Slogan Licensing Agreement

The City of Peachtree City (the City) hereby grants ________________________ a non-exclusive license, until revoked by the City by a written notification.

To use the (indicate one) _____City Logo / ____City Slogan / _____City Logo & Slogan (the "Logo/Logos," graphics, slogan) for the specific use of:

____

____

As Grantee, you acknowledge and agree by using the Logo/Slogan that:

(a) the Logo/Slogan shall be used solely for items specified in writing by the City Manager for the City of Peachtree City and for no other purpose without the City's prior written approval;
(b) the Logo/Slogan is owned by the City of Peachtree City and you will not contest the City's title to the Logo/Slogan or the validity of the permission granted to you;
(c) you will use the Logo only in the form and manner prescribed and will not modify color, design, or format, or use any other trademark, service mark, word or device in combination with the Logo/Slogan without the prior written consent of the City Manager for the City of Peachtree City;
(d) neither this authorization nor any other City consent may be assigned to any other entity or party, (including by operation of law), without the prior written approval of the City Manager for the City of Peachtree City;
(e) you will notify, indemnify and hold the City harmless of any claims, and pay any liability, costs or expenses which arise out of use of the Logo/Slogan your unauthorized use of the Logo;
(f) nothing herein confers any right, title or interest in any other trademark, service mark, copyright or patent of the City, registered or unregistered; and
(g); you will comply with all future instructions from the City regarding the use of the Logo/Slogan.

You agree and understand that any violation of this agreement will be enforced by use of federal trademark and copyright law in a federal or local court of law. The Logo/Slogan may not be used in conjunction with any other event or promotion not sanctioned by the City unless the proper license agreement has been issued by the City. All forms of use must be approved in writing by the City Manager prior to the production of materials via physical samples or proofs. The Grantee shall not procure the City's Logo/Slogan from any other source except via the City Manager or his/her designee. The City will provide an electronic JPG or PDF file of the Logo/Slogan image.

______________________________ ______________
(Authorized Grantee Representative) *Date*

______________________________ ______________
(City Manager or Authorized Grantor Representative) *Date*

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Planner/ Zoning Administrator** DR/

VIA: **City Manager**
Developmental Services Director

DATE: **July 27, 2004**

SUBJECT: **Request to lift annexation moratorium from John Wieland Homes**
August 5, 2004 City Council Agenda

Recommendation:

Staff recommends that City Council table review of this request until such time that Section 704 (Annexations) of the City's Zoning Ordinance is amended, which will replace the existing moratorium on annexations with an established review process for considering annexation requests.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Planner/ Zoning Administrator** David

VIA: **City Manager**
Developmental Services Director

DATE: **May 14, 2004**

SUBJECT: **Appeal of annexation moratorium**
May 20, 2004 City Council Agenda

Recommendation:

Based on the appeal procedures outlined in Section 1404 of the City's Zoning Ordinance (Attachment "A"), Staff is providing Council a variety of information for consideration of a request to lift the moratorium on annexations for a piece of property within unincorporated Fayette County. As this ordinance is currently written, Staff is not authorized to make a recommendation to Council on the application to lift the moratorium.

Discussion:

John Wieland Homes and Neighborhoods submitted a letter to the Mayor and Council on April 15, 2005 (Attachment "B") requesting that you consider lifting the annexation moratorium in order for them to pursue the potential of annexing approximately 364.8 acres of land currently located within unincorporated Fayette County into the city limits of Peachtree City.

The subject parcel is currently zoned R-70 Single-family Residential which requires a minimum lot size of two acres (Attachment "C"). The County's Land Use Map designates the subject tract as low density residential, and recommends one dwelling units on lots no less than two acres in size.

Section 704 of the City's Zoning Ordinance (Attachment "D") identifies the protocol for annexing property into the city limits. As you are aware, City Council recently reaffirmed the moratorium on annexation, which prohibits Staff from discussing this issue with property owners or developers. The Applicant is requesting that the moratorium be lifted so that they can work with City Staff and a designated Advisory Committee to develop a master plan for the property and to determine if annexing the subject property would be beneficial to the residents of Peachtree City. The attached composite plat identifies all of the parcels on the west side of the city within the unincorporated County in relation to the subject parcel (Attachment "E").

Budget impact:

Budget impacts would need to be carefully analyzed to determine the positive and negative attributes of annexing this property. These impacts would be incorporated into the overall analysis conducted by Staff and the Applicant prior to forwarding a recommendation to the Planning Commission and City Council.

Attachments

Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

(a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.

(b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.

(c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.

(d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

John Wieland

JOHN WIELAND HOMES
AND NEIGHBORHOODS

VIA EMAIL AND U.S. MAIL

April 14, 2004

RECEIVED
APR 15 2004
PEACHTREE CITY
CITY HALL

Mayor and City Council of Peachtree City
c\o The Honorable Steve Brown
151 Willowbend Road
Peachtree City, Georgia 30269

Re: Annexation of approximately 350 acres located between Highway 74 and Line Creek ("Property")

Dear Mayor and Council:

I'm writing to formally follow up on the Mayor's request from several weeks ago that John Wieland Homes and Neighborhoods consider annexing Property into Peachtree City for the purpose of providing Peachtree City with additional infrastructure. We respectfully request that the Peachtree City Mayor and Council consider lifting the annexation and multi-family moratorium at the next City Council meeting for the purpose of discussing the annexation of this Property.

Should you decide to lift the moratoriums, John Wieland Homes and Neighborhoods would like to host a land planning charette. This meeting, designed to encourage citizen input throughout the city, will bring together the staff, annexation committee, churches, citizens, seniors, realtors, adjacent property owners, land planning specialists and other interested parties in an effort to collaborate on the future the this area of Peachtree City. Cooperation between the staff and our professional team will allow us to develop a clear understanding of the annexation proposal, the goals and limitations, and how these might fit the City's desires. This community's input will be critical in developing a realistic, creative proposal while at the same time be economically feasible. Working with a creative team of professionals who can bring ideas to a tangible design quickly will benefit Peachtree City and the community at large.

Over the years, we have enjoyed our relationship with Peachtree City and are proud to be in Peachtree City. We would appreciate your consideration of this request. Please don't hesitate to call me if you, or any of the Council members, have any questions.

Respectfully,

Dan Fields

Dan Fields
Vice President

Attachment "B"

6-8. R-70 Single-Family Residential District.

B. Description of District. This district is composed of certain lands and structures having a low density single-family residential character and designed to protect against the polluting effects of excessive densities and development and those uses incompatible with a protected watershed area.

C. Permitted Uses. The following Permitted Uses shall be allowed in the R-70 Zoning District:

1. Single-family dwelling;

2. Accessory buildings and uses; and

3. Growing crops, gardens.

D. Conditional Uses. The following Conditional Uses shall be allowed in the R-70 Zoning District provided that all conditions specified in Section 7-1 herein are met:

1. Church, Temple, or Place of Worship;

2. Developed Residential Recreational/Amenity Areas;

3. Home Occupation;

4. School (Private and Special), and Accessory Sports, Arena, Stadium or Recreation Field; and

5. Telephone, Electric or Gas Sub-Station or other Public Utility Facilities.

E. Dimensional Requirements. The minimum dimensional requirements in the R-70 Zoning District shall be as follows:

1. Lot area per dwelling unit: 87,120 square feet (two [2] acres)

2. Lot width:

a. Major thoroughfare:

(1) Arterial: 175 feet

(2) Collector: 175 feet

b. Minor thoroughfare: 150 feet

3. Floor area: 1,500 square feet

4. Front yard setback:

a. Major thoroughfare:

(1) Arterial: seventy-five (75) feet

(2) Collector: seventy-five (75) feet

b. Minor thoroughfare: fifty (50) feet

5. Rear yard setback: fifty (50) feet

6. Side yard setback: twenty-five (25) feet

7. Height limit: thirty-five (35) feet

Sec. 704. Annexation.

These regulations are designed to set forth the principles which shall apply to annexation of property into the city limits of the city. The following principles shall apply:

(a) Support and enhance the existing economic value and environmental control of property within the city limits.

(b) Primary consideration will be given to complementary zoning within the current land use plan of the city and contiguous jurisdictions.

(704.1) Priority will be given to raw land that can be developed consistent with current city standards. Secondary considerations will be given to harmoniously adjacent developed parcels.

(704.2) The city shall provide written notification to the appropriate governmental jurisdiction as soon as practicable following the initiation of any annexation.

(704.3) It is desirable, but not essential, that all property have natural boundaries, but in no instance create unnatural division for convenience sake.

(704.4) Each of the following factors will be reviewed on each area to be annexed according to economic and service feasibility on its own merit within the framework of existing plan for the entire city:

a. Water/sewer

b. Road/street access

c. Police/fire protection

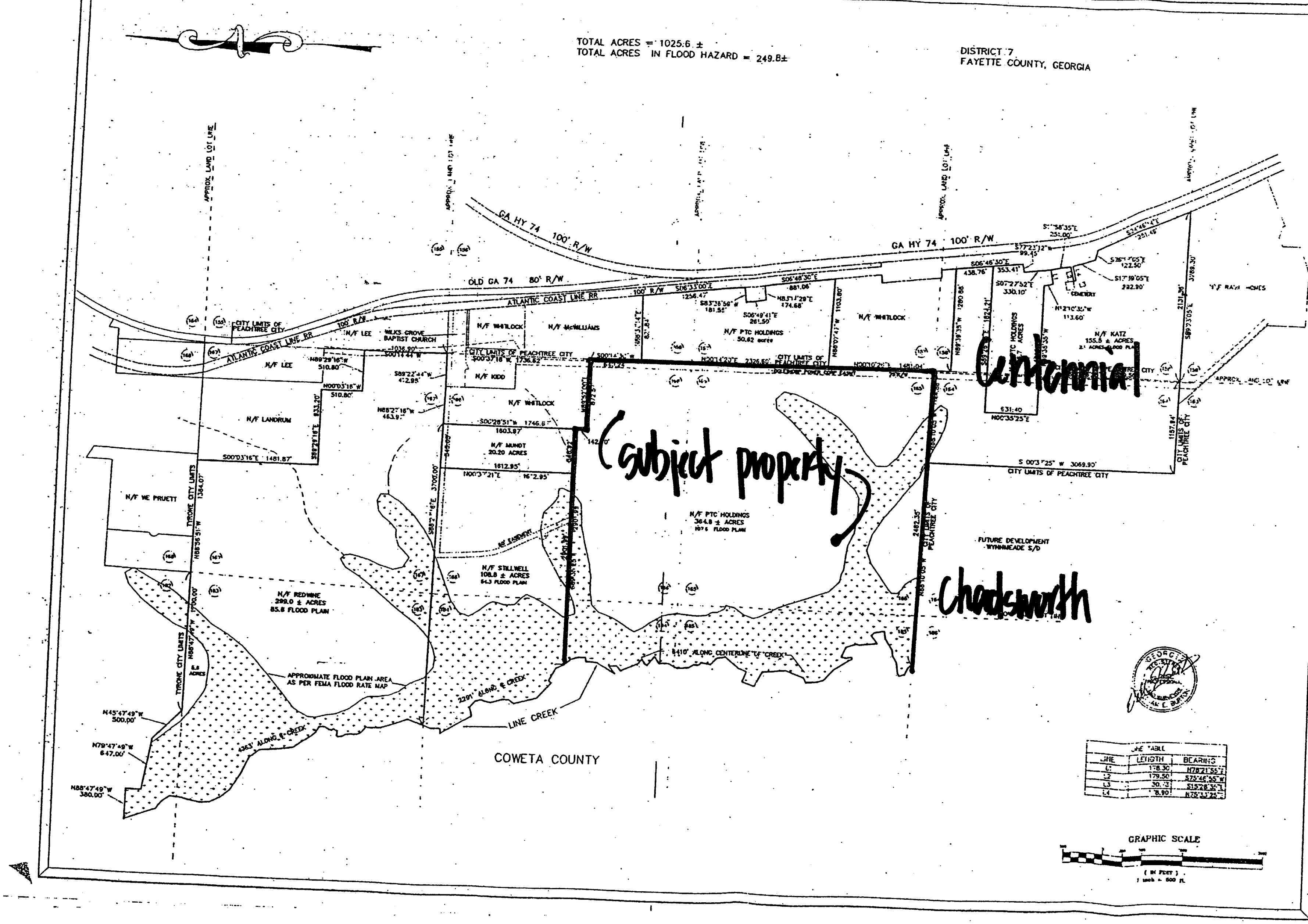
d. Zoning compliance

(704.5) Whenever the owner of a piece of property outside the city limits wishes to request that the property be annexed into Peachtree City, the procedure for filing an application, holding public hearings, reapplying for consideration, and changing the zoning map shall be consistent with the procedure for amending the zoning ordinance, as specified in article XIII of the zoning ordinance.

(Ord. No. 464, 6-2-1988; Ord. No. 512, 10-19-1989)

Note: Ord. No. 726, adopted on Nov. 4, 1999, amended section 704 as follows:

"(a) At its October 10, 1991, meeting, the council passed a resolution placing a moratorium on annexation. At its November 4, 1999, meeting, the council reaffirmed the annexation moratorium and directed that the moratorium be reflected in the City Code of Ordinances. The council further directed that city staff shall not accept or discuss an annexation application until the moratorium is lifted by council."



LINE TABLE		
LINE	LENGTH	BEARING
L1	178.30	N78°21'55"E
L2	179.50	S75°46'55"W
L3	30.13	S15°28'36"E
L4	8.90	N75°33'25"E

Broward Davis & Assoc., Inc.

PROJECT
WESTSIDE VILLAGE COMPOSITE PLAT

CLIENT
JOHN WIELAND HOMES, INC.

ENGINEER / SURVEYOR

LAND LOT(S) 155-158,164-168 183-186
DISTRICT(S) 7
CITY PEACHTREE CITY
COUNTY(S) FAYETTE & COWETA
REVISIONS

DATE 12-14-98
JOB NUMBER 95-148
PSF NUMBER 18553
SCALE 1"=500'
DRAWN BY WEB
CHECKED BY
SHEET 1 OF 1

Attachment "E"

CITY OF PEACHTREE CITY

MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Assistant City Manager

FROM: Administrative Services Director

DATE: July 28, 2004

SUBJECT: Consider Appointment of Municipal Court Solicitor
August 5, 2004 Council Agenda

At the July 15 meeting, City Council tabled consideration of the appointment of Mr. Christy R. Jindra as the municipal court solicitor to allow time for staff to evaluate the feasibility of hiring a City employee as solicitor. The Police Chief has researched this and will provide a recommendation that is to be discussed under new business. No action is needed at this time on the proposal from the July 15 meeting to appoint Mr. Christy R. Jindra as solicitor.

/jsm

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Assistant City Manager

FROM: Administrative Services Director / City Clerk

DATE: July 9, 2004

SUBJECT: Appointment of City Solicitor
July 15, 2004 Council Agenda

Recommendation:
Appoint Mr. Christy R. Jindra of the firm Brown, Hooks & Jindra, LLC as Municipal Court Solicitor. Mr. Jindra was our City Solicitor in 2001 and 2002 and court staff was pleased with his work.

Discussion:
In January 2003, Council appointed Mr. Warren Sellers as solicitor for municipal Court. Mr. Sellers bid $4,000 per month plus $100 per hour for appellate work. This was significantly less than we had been paying for this service. Mr. Sellers realized that there was more work to be done for our court than he had anticipated. By the beginning of 2004, Mr. Sellers turned in his resignation citing the workload of our court. A number of meetings were held with Mr. Sellers and city staff to attempt to lessen the time he needed to spend as the City's solicitor. At one time he stopped attending arraignment courts, but that proved to have a negative effect on the efficiency of the court, so he again began to attend the arraignment courts. In May 2004, Mr. Sellers submitted a request to increase his monthly fee to $8,000 plus $100 per hour for appellate work. This was in response to a significant increase in the number of citations handled in our court. I advised Mr. Sellers that the City would have to go out for RFP as staff could not just begin paying him double what Council had approved. Requests for Proposal were prepared and sent out requesting a monthly rate. Only two firms responded. Mr. Jindra's firm (Brown, Hooks and Jindra), proposed a rate of $7,450 per month plus expenses (proposal attached). This rate includes appellate work. The other firm that responded was Oliver & Winkle. They did not submit a monthly rate, but rather an hourly rate of $120.00.

Budget Impact:
There are sufficient funds to cover this increased expense in FY04 since citations have increased significantly and revenue is anticipated to be $150,000 over projection for FY04. The budget for FY05 will be adjusted to reflect this increased rate.

Brown, Hooks & Jindra, LLC

Attorneys At Law

July 6, 2004

Ms. Janet L. Camburn
Assistant Finance Director
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Proposal for City Solicitor Position, July 2004

Dear Ms. Camburn,

Pursuant to the invitation to bid for City Solicitor dated June 22, 2004, I am submitting two copies of my qualifications. I served as City Solicitor under Rick Lindsey for two years in 2001 and 2002. During that time, I handled all City Solicitor matters and Rick took care of the remaining City work.

Effective August 1, 2004, I will be a member of a new firm, Brown, Hooks & Jindra, LLC. We will be located on the south side of Peachtree City next to the Planterra Ridge Golf Course. The firm will consist of Kevin Hooks, Susan M. Brown and myself. I have included biographical data for each of the members. We will have three support staff, online research, and all the amenities you would expect from an established law firm.

During my term as Solicitor, we billed the City $115,061.61 and $88,598.08 for 2001 and 2002, respectively, including fees and expenses. For the year 2000, we billed the City $82,426.42. I believe Mr. Sellers' current contract provides for a flat fee rate of $4,000 per month plus $100 per hour for appellate work. It is also my understanding that the volume of work has nearly doubled over the last year. I am therefore proposing to perform all functions as City Solicitor for the flat monthly rate of $7,450.00 plus expenses.

Due to the timing of this bid, I have not yet had time to discuss the formation of my new law firm with my current firm. I would appreciate that you review this bid confidentially until such time as it is discussed and voted on at the next council meeting.

Sincerely,

Christy R. Jindra

525 Clubhouse Drive, Suite 120, Peachtree City, Georgia 30269
Telephone: (770) 631 – 3001 Facsimile: (770) 631 – 3548
www.bhj-law.com

710 Bookman Point
Peachtree City, Georgia 30269

Christy Robert Jindra

Home: (770) 487 - 8705
Cell: (404) 435 - 3965

LEGAL EXPERIENCE

- ***Webb, Lindsey & Wade, LLC*** **- (September, 1999 to Present)**
  Managing Attorney for 9 attorney, 16 person mulit-practice law firm with multiple offices. Made all managerial decisions regarding system and software purchases and training, human resource functions, and accounting. Legal duties included personal injury matters, Assistant Solicitor for Peachtree City, and Internet related consultation and litigation.

- ***Turnkey Computer Solutions, Inc.*** **- (August, 1997 to September 1999)**
  Director of Legal Technology Integration Consulted, Implemented and Trained law firms in legal specific computer applications and systems including Windows 95, 98 & NT, Word Processing, Practice Management, Time & Billing, Document Automation and Retrieval, Internet Access and Legal Research in conjunction with Novell and Windows NT Server hardware installations for a company that serviced law firms across the country. The program focused on value-added "Turnkey" services and legal specific practice management solutions as well as developed multi-level on-site training program from scratch including training manuals and site specific software customization.

- ***The Law Offices of Christy R. Jindra*** **- (November, 1993 to December, 1997)**
  Owned and operated several branch law offices in Fayette and Clayton County. Practice consisted of a broad range of practice areas including Bankruptcy, Contract, Construction, Corporations, Criminal, Forfeiture, Juvenile, Matrimonial, Personal Injury, and Real Estate Law.

- ***Assistant State's Attorney Cook County, Illinois*** **- (November, 1989 to April, 1993)**
  Responsible for overseeing more than 3,300 cases monthly while supervising and training other lawyers in the second largest prosecutor's office in the country.

- ***Associate, Bedrava, Lyman & Van Epps,*** **- (November, 1988 to November, 1989)**
  Assisted in the operation and management of a mid-sized law firm in DuPage County, Illinois. Duties included maintaining my own caseload, marketing, staff supervision, and software maintenance and review.

TEACHING/TRAINING/INTERNET EXPERIENCE

- ***Instructor, American Institute of Paralegal Studies*** **- Oak Park, Illinois - (Fall, 1988)**
  Taught Family Law to paralegal students in a classroom setting. Prepared all lesson plans and course material based upon core competency requirements set by the Institute.

- ***St. Louis University School of Law*** **- St. Louis, Missouri - (Fall, 1987 to Spring, 1988)**
  Prepared lesson plans and training materials for federal program designed to replace Social Studies curriculum. Assisted in implementing Missouri's Mandatory Continuing Legal Education Program. Taught Consumer Law at Soldan High School.

- ***Web Site Developer*** **- Peachtree City, Georgia - (1999 to present)**
  Designed and created all content for current firm web site. Also created and developed web sites for Brownie Troop 254, Fayette County Bar Association. Webb, Stuckey & Lindsey, LLC, and Peachtree City Rotary Club web site.

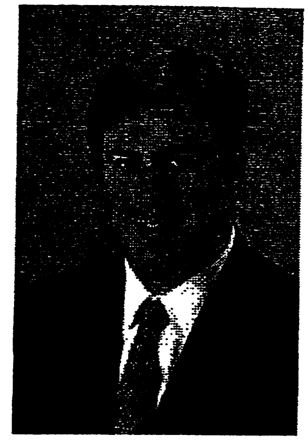
EDUCATION

St. Louis University School of Law	St. Louis, Missouri	J.D. - May, 1988
Bradley University	Peoria, Illinois	B.S. - May, 1985

CERTIFICATIONS AND ASSOCIATIONS

- Licensed attorney all State/Federal Courts in the Northern Districts of Georgia and Illinois
- Member of the American, Fayette County, and Georgia State Bar Associations
- Member of Rotary Club International
- Youth Soccer, Basketball and Softball Coach (National Youth Coaches Association)

Kevin E. Hooks
400 Westpark Court
Suite 220
Peachtree City, Georgia 30269



Communication Center

Phone: (770) 631-1811 **E-mail:** khooks@webb-firm.com

Fax: (770) 631-1771 **Web site:** http://www.webb-firm.com

Position	Areas of Practice	Education
Published Works	Representative Cases	

Kevin E. Hooks was born in Atlanta, Georgia on February 11, 1968. He was raised in Jonesboro, Georgia and graduated from Jonesboro High School in 1986. Mr. Hooks earned his B.B.A. degree in General Business with a concentration in Economics in May of 1990 from Mercer University, summa cum laude. In 1993, he received his J.D. degree, cum laude, from the University of Georgia School of Law. During law school, he was a member of the Editorial Board and a Notes Editor for the Georgia Law Review. He authored "Rufo v. Inmates of Suffolk County: Modification of Consent Decrees in Institutional Reform Litigation," which appears at 26 Ga. L. Rev. 1025 (1992).

Mr. Hooks is a member of the State Bar of Georgia, the United States Court of Appeals for the Eleventh Circuit and U.S. District Courts in Georgia and Tennessee. He was a shareholder/partner with Littler Mendelson, a national employment law firm. He has litigated in both federal and state courts in connection with all types of employment and labor disputes, including wrongful discharge claims, claims related to violence in the workplace, and discrimination claims based upon TitleVII, the ADA, and the ADEA. Mr. Hooks' counseling experience has involved advising on employee personal policies, workplace violence issues, non-disclosure and non-competes agreements, and workplace privacy issues.

Current Employment Position(s):
Partner

Areas of Practice:
Employment Law -- Employees
Employment Law -- Employers

Litigation Percentage:

80% of Practice Devoted to Litigation

Bar Admissions:

Georgia, 1993
U.S. District Court Northern District of Georgia, 1993
U.S. District Court Southern District of Georgia, 1996
U.S. Court of Appeals 11th Circuit, 1993
U.S. Court of Appeals 4th Circuit, 1996

Education:

University of Georgia School of Law, Athens, Georgia, 1993
J.D.
Honors: Cum Laude

Mercer University, 1990
B.B.A.
Honors: Summa Cum Laude
Major: General Business (Concentration in Economics)

Published Works:

Rufo v. Inmates of Suffolk County: Modification of Consent Decrees in Institutional Reform Litigation, 26 Ga. L. Rev. 1025, 1992

Representative Cases:

***Lucas v. W.W. Grainger, Inc.*, 257 F.3d 1249 (United States Court of Appeals 11th Circuit 2001)**
***BE&K Const. Co. v. National Labor Retention Board*, 133 F.3d 1372 (United States Court of Appeals 11th Circuit 1997)**

Past Employment Positions:

Littler, Mendelson, Shareholder/Partner, 1996 - 2003

Smith, Welch & Brittian, Associate, 2003

Fraternities/Sororities:

Sigma Nu

Birth Information:

1968, Atlanta, Georgia, United States of America

Susan M. Brown
400 Westpark Court
Suite 220
Peachtree City, Georgia 30269

Communication Center

Phone: (770) 631-1811

Fax: (770) 631-1771

E-mail: sbrown@webb-firm.com

Web site: http://www.webb-firm.com

Position **Areas of Practice** **Education**
Affiliations

Mrs. Brown's practice includes all aspects of corporate, discrimination and personal injury law. She currently serves as an Ambassador to the Fayette County Chamber of Commerce, working as a mentor to new industry in Fayette County.

Current Employment Position(s):
Partner

Areas of Practice:
Business Transactions
Employment Law
Personal Injury

Bar Admissions:
Georgia
U.S. District Court Northern District of Georgia

Education:
Georgia State University College of Law, Atlanta, Georgia, 1997
J.D.

Georgia State University, 1990
B.A.

Professional Associations and Memberships:
Fayette County Bar Association

Member

Fayette County Chamber of commerce
Ambassador

Frederick Brown Amphitheater Advisory Committee
Member

Birth Information:
1967, Jacksonville, North Carolina, United States of America

Christy R. Jindra

400 Westpark Court
Suite 220
Peachtree City, Georgia 30269

Communication Center

Phone: (770) 631-1811

Fax: (770) 631-1771

E-mail: crjindra@webb-firm.com

Web site: http://www.webb-firm.com

Position | Areas of Practice | Education | Affiliations

Mr. Jindra is the Managing Attorney for the firm. He is in charge of keeping the firm's support systems up to date and utilizes his skills to assist in all practice areas. Mr. Jindra started his legal career in Illinois where he prosecuted cases for the Cook County States' Attorneys Office in Chicago and is the former Assistant Solicitor for Peachtree City.

Current Employment Position(s):
Managing Attorney

Year Joined Organization:
1998

Areas of Practice:
Criminal Defense
Computer and Technology
Personal Injury

Bar Admissions:
Illinois
Georgia
U.S. District Court Northern District of Illinois
U.S. District Court Northern District of Georgia
Georgia Court of Appeals
Supreme Court of Georgia
U.S. Supreme Court

Education:

Saint Louis University School of Law, St Louis, Missouri, 1988
J.D.

Bradley University, 1985
B.S.
Major: Political Science
Minor: Economics

Classes/Seminars Taught:

Instructor, American Institute of Paralegal Studies, 1988

Professional Associations and Memberships:

Fayette County Bar
Member

State Bar of Georgia
Member

American Bar Association
Member

National Association of Criminal Defense Lawyers
Member

Association of Legal Administrators
Member

Birth Information:

1964, Oak Park, Illinois, United States of America

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager** Bernard J. McMullen

DATE: **July 19, 2004**

SUBJECT: **Discussion on County Transportation SPLOST August 5, 2004, City Council Agenda**

At the July 15 meeting, Council tabled this discussion on the County Transportation SPLOST until the August 5 meeting. The following documents are attached:

1) Letter from Council to Chairman Dunn dated May 21, 2004;
2) Letter from Chairman Dunn to Mayor Brown and Council dated July 7, 2004;
3) News release from Mayor Brown to all news media representatives dated July 8, 2004;
4) Letter from Mayor Brown to Chairman Dunn and Commissioners dated July 8, 2004; and,
5) Six Year – SPLOST Comparison prepared by Council Member Rapson.

BJM:pd

Attachments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council**

FROM: **City Manager** Bernard J. McMullen

DATE: **July 9, 2004**

SUBJECT: **DISCUSSION ON COUNTY TRANSPORTATION SPLOST**
July 15, 2004, City Council Agenda

Reference the discussion on the County Transportation SPLOST, the following documents are attached for your information:

1) Letter from Council to Chairman Dunn dated May 21, 2004.
2) Letter from Chairman Dunn to Mayor Brown and Council dated July 7, 2004.
3) News release from Mayor Brown to all news media representatives dated July 8, 2004.
4) Letter from Mayor Brown to Chairman Dunn and Commissioners dated July 8, 2004.

BJM:gr

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

May 21, 2004

The Honorable Greg Dunn
Chairman, Fayette County Board of Commissioners
140 West Stonewall Avenue
Fayetteville, GA 30214

Dear Chairman Dunn:

At the meeting of May 17, 2004, you requested a list of projects from the City of Peachtree City totaling $11,015,665. That list has been compiled and is attached.

Your correspondence of May 17, 2004, stated: "we have previously agreed" on a "70/30 formula." The City of Peachtree City has no record of any agreement with the Fayette County Board of Commissioners regarding a Special Purpose Local Option Sales Tax (SPLOST). In addition, in no way should the Fayette County Commissioners infer that this correspondence or attached project list in any way obligates the City of Peachtree City to an agreement of any kind regarding the Fayette County Transportation Plan or a Special Purpose Local Option Sales Tax (SPLOST). Rather, the attached simply responds to your request of May 17, and the unilateral decision by Fayette County with respect to Peachtree City's allocation.

As always, the City of Peachtree City is open to further negotiation in order to reach a more equitable funding solution that better meets the needs of all County residents.

Sincerely,

Stephen D. Brown
Mayor

Judi-Ann Rutherford, Council Member

Murray Weed, Council Member

Steve A. Rapson, Council Member

Stuart Kourajian, Council Member

SDB:gr

Attachment

cc: Fayette County Commissioners
Mayor Sheryl Lee, Tyrone
Mayor Kenneth Steele, Fayetteville
Mayor Gary Laggis, Woolsey
Mayor Bobby Butler, Brooks

Fayette County Transportation Plan - City Request

2004 Project List Amendment - Peachtree City Projects

	Project Type	Project Name	Description	Est. Total Cost (In 2003 Dollars)	Est. PE Cost (In 2003 Dollars)	Est. R/W Cost (In 2003 Dollars)	Implementation Period	Future Cost at 5%	Responsible Party
2	Bridge	Hwy. 54 Gateway Cartpath Bridge	Construct multi-use bridge over SR-54 West of MacDuff Pkwy. $600,000	$ 120,000	$ 20,000	$	2006	$ 138,920	PTC
3	Bridge	SR-74 North Multi-Use Bridge	Construct path system bridge over SR74.	$ 800,000	$ 80,000	N/A	2006	$ 926,100	PTC
6	Bridge	SR-54 East Multi-Use Bridge @ Lake Peachtree	Replace cart path bridge over Lake Peachtree with wider section. $500,000	$ 100,000	$ 10,000	N/A	2007	$ 121,560	PTC
8	Bridge	SR-54 East Multi-Use Bridge	Construct cart path bridge over SR54 in Walt Banks area. $850,000	$ 170,000	$ 20,000	$ 70,000	2008	$ 216,970	PTC
9	Intersection	TDK @ Dividend Drive	Add right turn lanes.	$ 90,000	$ -	$ -	2006	$ 104,190	PTC
10	Intersection	Peachtree Pkwy @ Walt Banks	Construct Roundabout. $289,000	$ 57,800	$ 10,000	$	2006	$ 66,920	PTC
11	Intersection	Upgrade RR Crossing Signals	Purchase private crossings, Upgrade existing ones to quiet zone standard.	$ 750,000	$ 80,000	UNK	2006	$ 868,220	PTC
12	Intersection	SR-54 @ Stevens Entry	Turn Lanes and Signal.	$ 450,000	$ 50,000	$ 30,000	2007	$ 546,980	PTC
13	Intersection	SR-74 @ Wisdom Road	Traffic Signal with minor lane improvements.	$ 100,000	$ 10,000	N/A	2007	$ 121,560	PTC
14	Intersection	Crosstown Dr. @ Robinson Road	Construct Roundabout.	$ 120,000	$ 12,000	$ -	2008	$ 153,160	PTC
16	Intersection	SR-74 @ Cooper Circle South	Turn Lanes and Signal.	$ 450,000	$ 50,000	$ 10,000	2009	$ 603,050	PTC
17	Intersection	Peachtree Pkwy @ Braelinn Road	Turn Lanes.	$ 90,000	$ 10,000	$ -	2009	$ 120,610	PTC
20	Intersection	Redwine @ Robinson Improvements	Turn Lanes and Signal.	$ 450,000	$ 50,000	$ 30,000	2009	$ 603,050	PTC

Subtotal	$ 4,591,290

20% City Share

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* - Includes annual cost
** - Includes design costs
*** - Project is complete

Fayette County Transportation Plan - City Request

2004 Project List Amendment - Peachtree City Projects

	Project Type	Project Name	Description	Est. Total Cost	Est. PE Cost	Est. R/W Cost	Implementation Period	Future Cost	Responsible Party
22	Roadway	Rockaway Road Realignment	Realign road to intersect with Holly Grove Road	$ 515,000	$ 60,000	$ 140,000	2006	$ 596,180	PTC
23	Roadway	Peachtree Parkway N. - Intersection Improvements	Construct left turn lanes (Loring, Tinsley Mill).	$ 350,000	$ 40,000	N/A	2006	$ 405,170	PTC
24	Roadway	MacDuff Parkway Improvements - Phase I	2 to 4 lanes - first 3/4 mi to Community Collector Standards.	$ 350,000	$ 40,000	$ -	2007	$ 425,430	PTC
26	Roadway	Park Place Drive Extension	New access road north of Wisdom Road (1,000LF).	$ 150,000	$ 20,000	$ 70,000	2009	$ 201,020	PTC
27	Roadway	SR-74 South Frontage Rd	Construct 1,500LF frontage road from future median cuts at Gilroy's south to Avery-Dennison.	$ 250,000	$ 30,000	$ -	2009	$ 335,030	PTC
31	Roadway	Street Resurfacing	Locations to be determined by roadway condition assessment.	$ 3.5 mil for resurfacing	$ -	N/A	Annual	$3,500,300	PTC
33	Streetscape/ Paths	MacDuff Pkwy Landscaping	Landscape first 3,500LF of roadway.	$ 100,000	$ 10,000	$ -	2006	$ 115,770	PTC
37	Streetscape/ Paths	Market Place/Westpark Multi-Use Tunnel	Construct tunnel from Westpark area under SR-74 to Marketplace Development. $450,000	$ 90,000	$ 10,000	$ -	2007	$ 109,400	PTC
38	Streetscape/ Paths	Paschall Road / Hwy. 74 Multi-Use Tunnel	Construct tunnel under SR-74 north of Paschall Road. - $450,000	$ 90,000	$ 10,000	$ -	2007	$ 109,400	PTC
41	Streetscape/ Paths	Upgrade Cart Path System	Widen & Resurface key paths to 12 feet.	$ 626,975	N/A	N/A	Annual	$ 626,675	PTC

Subtotal	$	6,424,375
TOTAL	$	11,015,665

20% City Share

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* - Includes annual cost
** - Includes design costs
*** - Project is complete

2004 SPLOST Street Resurfacing Costs

Street	Width	Length (L.F.)	Cum. Length	Cost	Cum. Cost
Holly Grove Road - Robinson Road to Rubicon Road	28	2,415	128,710	25,500	2,345,400
Kelly Drive - SR 74 East to Flat Creek Bridge	28	1,190	129,900	51,700	2,397,100
Kensington Drive	22	1,980	131,880	33,400	2,430,500
Paschall Road - CSX RR Tracks to Dividend Drive	24	635	132,515	11,700	2,442,200
Pinnacle Court	22	595	133,110	10,100	2,452,300
Preserve Parkway	22	1,150	134,260	19,400	2,471,700
Rolling Green	24	1,580	135,840	30,500	2,502,200
Ruskin Road	22	625	136,465	11,100	2,513,300
TDK Boulevard - SR 74 to RR Bridge	32	1,110	137,575	27,900	2,541,200
Woodland Drive	24	1,295	138,870	25,000	2,566,200
Boxwood Court	26	620	139,490	12,900	2,579,100
Briarwood Court	26	365	139,855	7,600	2,586,700
Cedar Drive	24	2,260	142,115	43,700	2,630,400
Chadwick Drive	22	2,285	144,400	40,500	2,670,900
Chardonay Courts	22	375	144,775	6,700	2,677,600
Crescent Oak	22	1,765	146,540	31,300	2,708,900
Fortress Drive	24	400	146,940	7,700	2,716,600
Grecken Green	22	3,370	150,310	59,700	2,776,300
Hickory Drive	24	1,090	151,400	21,100	2,797,400
Hilltop Drive (East)	24	1,350	152,750	26,100	2,823,500
Hip Pocket Road	24	6,525	159,275	126,000	2,949,500
Longwood Lane	22	1,180	160,455	20,900	2,970,400
Oakdale Avenue	22	1,315	161,770	23,300	2,993,700
Postwood Turn	22	350	162,120	6,200	2,999,900
Redwine Road	24	3,160	165,280	64,200	3,064,100
Sautern Way	22	1,180	166,460	21,900	3,086,000
Springridge Court	22	365	166,825	6,800	3,092,800
Summer Place	22	2,320	169,145	43,100	3,135,900
White Oak Trail	24	750	169,895	15,300	3,151,200
Bluegill Trace	24	215	170,110	4,400	3,155,600
Bluegrass Trace	22	300	170,410	5,600	3,161,200
Braelinn Courts	22	1,760	172,170	32,700	3,193,900
Brookwood Drive	22	1,195	173,365	22,200	3,216,100
Charter Oak Court	28	495	173,860	11,700	3,227,800
Commerce Court	22	295	174,155	5,500	3,233,300
D-Bob	22	685	174,840	12,700	3,246,000
Falcon Drive	32	1,025	175,865	27,100	3,273,100
Fen Way	22	630	176,495	11,700	3,284,800
Glendale Drive	22	1,090	177,585	20,200	3,305,000
Haven Ridge	22	1,755	179,340	32,600	3,337,600
Heritage Way	22	1,505	180,845	28,000	3,365,600
Ironwood Way	22	335	181,180	6,200	3,371,800
Kenton Place	22	2,835	184,015	52,600	3,424,400
Korinna Court	22	810	184,825	15,100	3,439,500
Lanyard Loop	24	620	185,445	12,600	3,452,100
Mattan Point	22	1,345	186,790	25,000	3,477,100
Rock Mull	22	780	187,570	15,200	3,492,300
Saybrook Court	22	410	187,980	8,000	3,500,300

Total Miles of Resurfacing	**35.602**
Estimated Total Resurfacing Cost	**$3,500,300**

2004

2004 SPLOST Street Resurfacing Costs

Street	Width	Length (L.F.)	Cum. Length	Cost	Cum. Cost
Log House Road	28	4,720	4,720	91,600	91,600
Line Creek Drive	28	930	5,650	18,100	109,700
Prestwick Lane	22	915	6,565	14,000	123,700
Wensley Corner	22	1,220	7,785	18,700	142,400
Wynnmeade Parkway - SR 54 to Kings Ridge	24	4,050	11,835	67,700	210,100
Greensway	22	1,410	13,245	21,600	231,700
Marks Style	22	1,870	15,115	28,600	260,300
Rock-a-Way Road - SR 74 West to County Line	20	2,795	17,910	38,500	298,800
Peachtree Parkway - Battery Way SR 54	24	4,715	22,625	78,800	377,600
Peachtree Parkway - SR 54 to Battery Way	24	4,680	27,305	78,200	455,800
Wexford Way	22	420	27,725	6,500	462,300
Azalea Drive	24	1,685	29,410	28,200	490,500
Kings Court	24	345	29,755	5,800	496,300
Kings Ridge	24	1,330	31,085	22,300	518,600
Line Creek Circle	28	300	31,385	5,900	524,500
Robinson Road - Braelinn Road to Redwine Road	28	3,570	34,955	69,300	593,800
Robinson Road - Crosstown Drive to Peachtree Parkway	28	5,940	40,895	115,300	709,100
Robinson Road - Peachtree Parkway to Braelinn Road	28	2,670	43,565	51,800	760,900
Olive Drive - Hip Pocket West	22	155	43,720	2,400	763,300
Sawmill Trace	22	1,240	44,960	19,000	782,300
Arbor Gate	22	505	45,465	7,800	790,100
Arrowhead Court	24	230	45,695	3,900	794,000
Auburn Court	22	730	46,425	11,200	805,200
Commerce Drive - SR 54 to Westpark Drive	32	1,960	48,385	42,700	847,900
Dover Trail	22	2,045	50,430	32,900	880,800
Groveland Drive	22	1,710	52,140	27,500	908,300
Harbor Loop	22	2,210	54,350	35,500	943,800
Sandtrap Ridge	22	720	55,070	11,600	955,400
Windgate Court	22	855	55,925	13,800	969,200
Wynnmeade Parkway - Kings Ridge North to end	42	1,940	57,865	58,600	1,027,800
Bedford Park	22	1,855	59,720	29,800	1,057,600
Copperplate Lane	22	1,125	60,845	18,100	1,075,700
Hedgewood Lane (West)	22	910	61,755	14,600	1,090,300
Pinegate Road - Riley Parkway to Sevenoaks	32	3,680	65,435	84,000	1,174,300
Rubicon Road	22	1,490	66,925	24,000	1,198,300
Sawleaf Lane	22	635	67,560	10,200	1,208,500
Terrace Tay	22	1,135	68,695	18,300	1,226,800
Vardon Way	22	335	69,030	5,400	1,232,200
Banks Run	24	545	69,575	9,600	1,241,800
Peachtree Parkway - SR 54 to SR 74	24	17,785	87,360	311,300	1,553,100
Robinson Road - SR 54 to Crosstown Drive	32	13,735	101,095	313,200	1,866,300
Golfview Drive	24	5,440	106,535	99,600	1,965,900
Kimmer Road	22	2,075	108,610	35,000	2,000,900
Magnolia	22	1,425	110,035	24,100	2,025,000
Raintree Hill	24	775	110,810	14,300	2,039,300
Rosewood Court	24	525	111,335	9,700	2,049,000
Skiff Trace	24	1,385	112,720	25,500	2,074,500
Tamerlane	22	2,640	115,360	44,500	2,119,000
TDK Boulevard - Dividend Drive to RR Bridge	32	865	116,225	20,800	2,139,800
Walt Banks Road - Peachtree Parkway West	24	2,160	118,385	39,700	2,179,500
West Manor	24	910	119,295	16,700	2,196,200
Wickerhill	22	945	120,240	16,000	2,212,200
Wisdom Road	24	3,700	123,940	67,900	2,280,100
Adams Falls	22	300	124,240	5,100	2,285,200
Adell Court	22	235	124,475	4,000	2,289,200
Claridge Curve	22	1,820	126,295	30,700	2,319,900

Fayette County
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BOARD OF COMMISSIONERS
Gregory M. Dunn, Chairman
Linda Wells, Vice Chairman
Herbert E. Frady, Commissioner
Peter Pfeifer, Commissioner
A. G. VanLandingham, Commissioner
Chris Cofty, County Administrator
W. R. McNally, Attorney
Carol Chandler, Executive Assistant

July 7, 2004

Honorable Steve Brown, Mayor
Honorable Council Members
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Subject: Proposed Compromise – Special Local Option Sales Tax Referendum

Dear Mayor and Council Members:

We attempted to present a compromise offer concerning the division of the proposed Special Local Option Sales Tax proceeds to Peachtree City on Thursday of last week but that meeting did not take place as planned. The Fayette County Board of Commissioners would like to offer that proposal at this time.

As you know, the County has a resolution in place which will allow a SPLOST referendum in November that would provide for 70% to directly support the countywide Transportation Plan i.e., when one of these projects is started, (regardless of the jurisdiction it is in) the local matching funds would come from this account.) Additionally, we would set aside 30% of the total to be used for transportation projects within the various jurisdictions. This 30% would be allocated on a per capita basis.

The Board of Commissioners would like to present an alternative to our municipalities which would benefit everyone in the County. If Peachtree City would sign an agreement in accordance with the new law which would include a 6th year, Fayette County would agree to a 65/35 split. A 6th year would provide the County $11 million dollars more to support the local matching fund requirements for all projects in the countywide Transportation Plan. In addition, the individual jurisdictions would have substantially more funds for their local projects. Peachtree City would have approximately $5 million dollars more than the current resolution would provide. (See attached table marked "②".)

As is the nature of all compromise, neither party can get exactly what they want but each should improve their respective positions. The Board of Commissioners firmly believes that every citizen in the county and our cities would substantially benefit from this proposed compromise.

If the chance for a compromise exists, we would need to get a signed agreement quickly. We are in hopes that you would discuss this topic at your July 15 meeting. If any of you need further information concerning this matter, please do not hesitate to contact us. We look forward to hearing from you at your earliest convenience.

Sincerely,

Gregory M. Dunn, Chairman
Board of Commissioners

140 West Stonewall Avenue Fayetteville, Georgia 30214 Phone 770-460-5730 ext.5400 Fax 770-460-9412 Web Site www.admin.co.fayette.ga.us

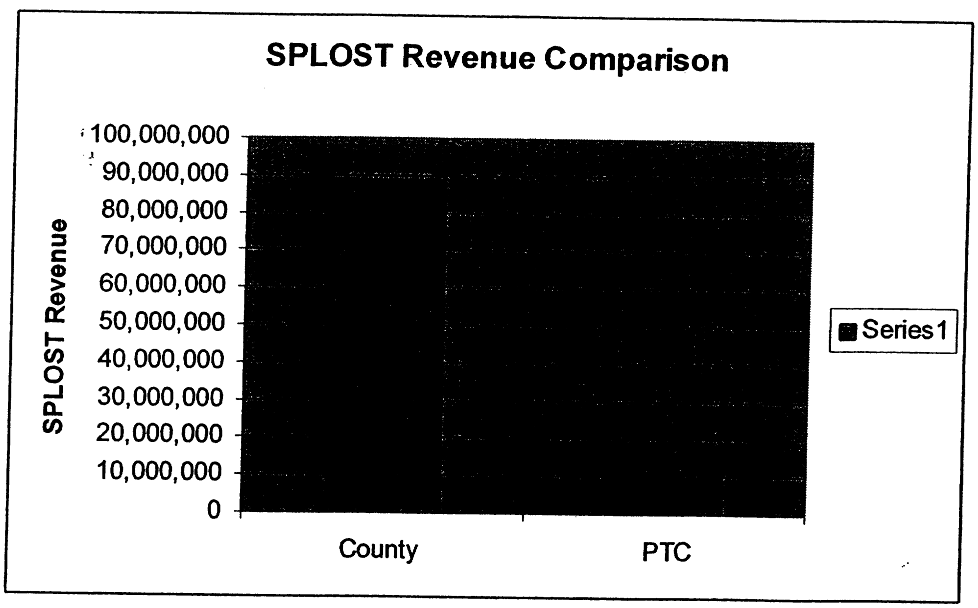
OFFICE OF THE MAYOR
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

July 8, 2004

Dear News Media Representatives:

I want to bring a matter of clarification to your attention. It has been consistently reported that the municipalities within Fayette County will receive "30%" of the SPLOST revenue via the referendum passed by the Fayette County Commission. In reality, the Fayette County Government receives the greatest share of the 30% allocation by receiving $15,370,992 in addition to the $74,286,762 under the 70% provision. This means that the county has under its control a grand total of 84% of the SPLOST revenue or $89,657,754.

On the other hand, Peachtree City is only to receive a mere 10.3% of the total SPLOST revenue. Please note the graph below. In addition, I have included Fayette County's own comparative analysis, attached. The County Commission passed the referendum based upon the spreadsheet in the lower right hand corner. Unfortunately, the six-year SPLOST was not possible because the County Commissioners were unwilling to abide by the new state SPLOST fairness law that went into effect on July 1.



If you have any questions, please do not hesitate to give me a call. Peachtree City will gladly provide you with any documentation that you require.

Thank you.

Sincerely,

Steve Brown
Mayor

cc: City Council
City Manager
Assistant City Clerk

Fayette County
Comparative Analysis
Projected Splost Five Year Versus Six Year

Projected 6 Year SPLOST Proceeds: $ 124,051,638

	County Transportation Plan (1) 70%	Total Local Allocation (2) 30%	Total SPLOST
Brooks	0.61	$ 227,014.50	$ 227,015
Fayetteville	12.22	$ 4,547,733.05	$ 4,547,733
Fayette County	48.28	$ 17,967,639.25	$ 17,967,639
Peachtree City	34.6	$ 12,876,560.02	$ 12,876,560
Tyrone	4.29	$ 1,596,544.58	$ 1,596,545
Countywide	$ 86,836,147		$ 86,836,147
Total	$ 86,836,147	$ 37,215,491.40	$ 124,051,638

Projected 5 Year SPLOST Proceeds: $ 101,114,739

	County Transportation Plan (1) 70%	Total Local Allocation (2) 30%	Total SPLOST
Brooks	0.61	$ 185,039.97	$ 185,040
Fayetteville	12.22	$ 3,706,866.37	$ 3,706,866
Fayette County	48.28	$ 14,645,458.94	$ 14,645,459
Peachtree City	34.6	$ 10,495,710.01	$ 10,495,710
Tyrone	4.29	$ 1,301,346.71	$ 1,301,347
Countywide	$ 70,780,317		$ 70,780,317
Total	$ 70,780,317	$ 30,334,422.00	$ 101,114,739

Notes:

Sales taxes are projected to grow at a rate of 4.35% per year.
The allocation would be based on population.
Funds will be utilized to implement the Fayette County Master Transportation Plan.
Funds will be utilized for local road improvements projects including resurfacing, intersection improvements, safety projects, greenways and sidewalks.

Projected 6 Year SPLOST Proceeds: $ 131,310,533

	County Transportation Plan (1) 70%	Total Local Allocation (2) 30%	Total SPLOST
Brooks	0.61	$ 240,298	$ 240,298
Fayetteville	12.22	$ 4,813,844	$ 4,813,844
Fayette County	48.28	$ 19,019,018	$ 19,019,018
Peachtree City	34.6	$ 13,630,033	$ 13,630,033
Tyrone	4.29	$ 1,689,967	$ 1,689,967
Countywide	$ 91,917,373		$ 91,917,373
Total	$ 91,917,373	$ 39,393,160	$ 131,310,533

Projected 5 Year SPLOST Proceeds: $ 106,123,945

	County Transportation Plan (1) 70%	Total Local Allocation (2) 30%	Total SPLOST
Brooks	0.61	$ 194,207	$ 194,207
Fayetteville	12.22	$ 3,890,504	$ 3,890,504
Fayette County	48.28	$ 15,370,992	$ 15,370,992
Peachtree City	34.6	$ 11,015,665	$ 11,015,665
Tyrone	4.29	$ 1,365,815	$ 1,365,815
Countywide	$ 74,286,762		$ 74,286,762
Total	$ 74,286,762	$ 31,837,184	$ 106,123,945

Notes:

Sales taxes are projected to grow at a revised rate of 5.99% per year

Comparative Analysis
Projected Splost Five Year Versus Six Year

Projected 6 Year SPLOST Proceeds:

	County Transportation Plan (1) 70%	
Brooks	0.61	$
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Fayette County	48.28	$
Peachtree City	34.6	$
Tyrone	4.29	$
Countywide	$ 86,836,147	
Total	$ 86,836,147	$

THE SIX YEAR SPLOST is NOT POSSIBLE because the county would NOT ACT UNDER the NEW STATE SPLOST FAIRNESS LAW.

58

ted 6 Year SPLOST Proceeds:

$ 131,310,533

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Countywide	$ 74,286,762		$ 74,286,762
Total	$ 74,286,762	$ 31,837,184	$ 106,123,945

Notes:

Sales taxes are projected to grow at a revised rate of 5.99% per year

*This is the county's document. As you will see, PTC's share of the 30% split is only a mere 10.3% of the total SPLOST revenue.

Please have your neighbor call me. Steve Brown

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Council**
City Manager
Directors/Chiefs

FROM: **Mayor Brown** SB

DATE: **July 8, 2004**

SUBJECT: **Fayette Chairman Greg Dunn's July 1, 2004 SPLOST offer**

It is remarkable that the rock solid position of the County Commission is now beginning to crumble. Following the May 27 Commission vote, Chairman Dunn stated, "I do not believe that he [Mayor Brown] fully understands." Somehow the City Manager and I were viewed as being uninformed on our city's SPLOST (Special Purpose Local Option Sales Tax) position that 10% for Peachtree City and 84% of the revenue under County control was a bad idea. In my estimation, the paltry upgrade by Chairman Dunn proves two things: (1) The County is admitting that they are taking too much revenue away from our city and; (2) The County is desperately attempting to salvage the re-election bids of Commissioners Herb Frady and Peter Pfeifer.

The County Commissioners had the audacity to say that the County road list for the SPLOST was based upon priority need. However, the Highway 54/74 intersection was not included for implementation and yet it is rated as one of the most congested intersections in our entire Georgia Department of Transportation district. It is not about priorities.

The new SPLOST fairness law that is supported by the Association of County Commissioners of Georgia (ACCG) that went into effect on July 1 stated that our city should at least have a population share (35%). The irony with the County Commission's circumventing the new state law is that they insisted on a population share distribution of the 1% Local Option Sales Tax (LOST) revenues two years ago. It was very obvious that the County Commission never intended to offer Peachtree City an equitable deal on the SPLOST because County Attorney Bill McNally openly stated, "The only deadline facing the Commission right now is July 1" (Today in Peachtree City, May 6, 2004). The article went on to say, "The board has to pass the resolution by July 1 to fall under old state guidelines, McNally explained." Please remember that the County's resolution under the old state law does not provide any of the municipalities with a guarantee that they will ever receive SPLOST revenue. In fact, under the old state law the County can arbitrarily make any changes they desire if the referendum is approved.

I must respectfully disagree with Councilman Kourajian's July 6, 2004, e-mail in support of a 65/35 split formula. I believe that the Councilman fails to see that the SPLOST issue is <u>not about roads</u>; instead, the real concern is the ***<u>equitable distribution of tax revenue</u>***. The Councilman was in error when he stated, "34% or 35% of something is a lot better than 100% of nothing." The fact of the matter is that Peachtree City is actually looking at 10% to 15% of the revenue while we have 35% of the total County population and we will generate nearly 50% of the total revenue. Unlike my colleague, I am not willing to tell my constituents to accept a few pennies of service for every tax dollar that they spend. If the current SPLOST referendum fails, the County would be forced to adhere to the new state fairness law and Peachtree City and the other municipalities would receive a guaranteed greater portion of the tax revenue. By not using the new state SPLOST fairness law, ***the County Commission has excluded the County taxpayers residing in Peachtree City and their local elected officials from having the ability to fix their current and future transportation problems because the current County SPLOST funding does not include us.*** **The Commission has stripped away our local control of our tax dollars.**

County Commissioner Herb Frady pointed to Councilman Rapson and me at the last Association of Fayette County Governments meeting and said that Peachtree City was being "greedy." Please note that every matching road dollar for every road project in Peachtree City has been paid out of the city's general fund. Every recreation facility has been paid out of the city's general fund. Where is the greed? In actuality, the County is the one holding back on funding.

Chairman Dunn invited the City Manager and me to meet with him to discuss a compromise offer just days prior to their vote that circumvented the new SPLOST fairness law. At that meeting he offered us the exact same percentage as before and stated, "I do not want Peachtree City to have any control." You can imagine my surprise when the Chairman was quoted afterward saying, "There really wasn't movement on Peachtree City's side" (The Citizen, April 28, 2004). Because of the dual accounts of these meetings, I now prefer the news media to be present. Again, Peachtree City has nothing to hide.

Taking a historical perspective, the County continues to collect taxes from the County taxpayers living in Peachtree City for Emergency Medical Services (EMS) ***while we receive NO EMS benefit***. The County taxpayers in Peachtree City lose over $256,000 per year for those services that are not rendered within our boundaries. That equates to $2,560,000 over a decade and the total grows every year.

On September 3, 2003, the County Commission approved the County master recreation plan called the "Recreation Needs Assessment." The headline in the newspaper read, "PTC, Tyrone left out of Fayette's $19 million 20-year recreation plan" (The Citizen, Sept. 10, 2003). Our city services over 12,000 County taxpayers for recreation annually, not including large events like the July 4th parade, and we were omitted from the funding process. The previous annual financial commitment from the County to Peachtree City hovered around $1.50 per County taxpayer using our recreation facilities. Oddly enough, Commissioner Pfeifer objected because only 61% of the County population was benefiting from 100% of the tax revenue used for recreation, and he thought that we were being "shortchanged" (Today in Peachtree City, Sept. 5, 2003). The Commissioner's stance in favor of the uneven distribution of the Transportation SPLOST seems a bit hypocritical in light of his position on taxes used for recreation.

According to documents prepared by city staff for the April 15, 2004, City Retreat, Peachtree City is being shortchanged a minimum of $455,819 per year on recreation funding from the County government. That equates to $4,558,190 in revenue loss over a 10-year period.

Recently, the City Council voted unanimously to file a lawsuit against the County for not adhering to the 50-year agreement regarding the dredging of Lake Peachtree. The County has dredged the lake and inlets as prescribed in the agreement every time except for this past year when the Commissioners arbitrarily decided to not perform the complete dredging operation. Thus, the city had to dredge one of the major inlets at city taxpayer expense.

The County government is keeping their tax millage rate down on the backs of the municipalities. In addition, the County Commission's treatment of Sheriff Johnson is unconscionable. The Commission's wanting to confiscate the Sheriff Department's federal drug seizure funds was so unbelievable that the U.S. Department of Justice, who audits the funds, had to reprimand Chairman Dunn.

THEREFORE, I AM INSISTING THAT AN AGENDA ITEM TO DISCUSS CHAIRMAN DUNN'S OFFER REMAIN ON THE JULY 15, 2004, CITY COUNCIL AGENDA SO THAT OUR CITIZENS CAN GAIN A TRUE PICTURE OF HOW OUR COUNTY COMMISSION IS BEHAVING TOWARDS THE COUNTY TAXPAYERS LIVING IN OUR CITIES SO THAT OUR VOTERS CAN MAKE AN INFORMED DECISION ON JULY 20.

SDB:gr

BOARD OF COMMISSIONERS GREGORY M. DUNN, CHAIRMAN

July 1, 2004

To: Stuart Kourajian
Steve Rapson
Judi-Ann Rutherford
Murray Weed

From: Greg Dunn

Subject: Special Local Option Sales Tax Referendum

Stuart, Steve, Judi-Ann, and Murray:

Mayor Brown and I were scheduled to meet at 8:30 at the County to discuss the SPLOST. He brought Rochelle Carter, a reporter with the Atlanta Journal Constitution, to sit in on the meeting. I informed him that we had invited him and Bernie to talk and that this was not a public meeting but rather one where we could talk among ourselves. The Mayor insisted she sit in.

I told him that I did not intend to have this conversation with a reporter present since we have no interest in his creating a "media circus". His response to me was "What do you have to hide?" I then informed him that we would meet with him but not with the media. He chose to leave.

The fact that this "ambush" was unprofessional and inappropriate is annoying but will not stop the County Commission from attempting to offer you a compromise which could help us all. We were and still are prepared to ask that you consider rethinking your (or his) position on the SPLOST.

As you know, the County has a resolution in place which will allow a SPLOST referendum in November. It would provide for 70% to directly support the countywide Transportation Plan i.e., when one of these projects is started, (regardless of the jurisdiction it is in) the local matching funds would come from this account.) Additionally, we would set aside 30% of the total to be used for transportation projects within the various jurisdictions. This 30% would be allocated on a per capita basis. Please check the enclosed chart marked "①". It is our current position.

The Board of Commissioners wanted to present an alternative to the Mayor which would benefit everyone in the County. If Peachtree City would sign an agreement in accordance with the new law, which would include a 6th year, we

140 Stonewall Avenue West Fayetteville, Georgia 30214 Phone: 770.460.5730 Ext. 5101 Fax: 770.719.5501

would agree to a 65/35 split. If you check the chart marked "②", our proposed compromise position, you will see that the 6th year would provide the County $11 million dollars more to support the local fund requirements over the next 25 years and the individual jurisdictions would have substantially more funds for their projects. As you can see, Peachtree City would have approximately $5 million dollars more than the current resolution would provide.

We believe everyone benefits:

A) A SPLOST vote would be more likely to pass if all of us are behind it;
B) Because economic projections have improved, a 65/35 split would now provide $11M of increased funds for the local matching required for our Plan. We can get a lot more done with this increase !:
C) All local jurisdictions would receive a substantial increase for their jurisdictions (for PTC it is almost $5M more.)
D) Over the next 6 years Peachtree City would have $16M for internal road projects – if the SPLOST fails, we would all have nothing for local projects and most of the countywide Plan could not be implemented.

We truly believe that we are all better served if we can achieve a compromise. If you need more information, call us; if you want to meet with us we will make ourselves available to meet at your convenience. One caution – time is a limiting factor. To make this work, we would need to get a signed agreement with Peachtree City within the next couple of weeks. We would also need to revise our SPLOST package and resolution, withdraw our current package, and then all the things necessary to get it on the November ballot must be done.

If you have any questions, please call me at home at 770-631-9630 or on my cell phone at 770-883-9909. I look forward to hearing from you.

Thanks,

Greg

P. S. When the Mayor departed, the AJC reporter spoke to him outside. Don't know what was said. She then came in and interviewed us. She was presented the data and told of our proposed compromise. Herb Frady, Chris Cofty and I spoke with her. You now know all I know about our attempt to do something positive. What's the old saying — "No good deed ever goes unpunished" ? ☺

cc: County Commissioners

PEACHTREE CITY
PLAN TO STAY™

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151 WILLOWBEND ROAD
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PHONE: 770-487-7657
FAX: 770-631-2505
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July 8, 2004

The Honorable Greg Dunn, Chairman
The Honorable Commission Members
Fayette County Board of Commissioners
140 West Stonewall Avenue
Fayetteville, GA 30214

Dear Chairman Dunn and Commissioners:

You stated in your July 7, 2004, correspondence, "As is the nature of compromise, neither party can get exactly what they want but each should improve their respective positions." Unfortunately, you are asking Peachtree City to compromise off a referendum approved by the County Commissioners that is viewed as severely lopsided in the County's favor.

Your own legislative representative, the Association of County Commissioners of Georgia, supported HB 709 that allowed us to receive a minimum population share (35%). In fact, the City Council's letter to you dated May 21, 2004, clearly stated that we in no way agreed to the County's unilateral decision as it relates to our share of the SPLOST proceeds. By not using the new state fairness law, the County Commission has stripped away the local control of tax dollars from the Peachtree City residents, businesses and their city elected officials. Please rescind your previous resolution and come to the table under the new state SPLOST fairness law.

The May 26 editions of the ***Today in Peachtree City*** and ***The Citizen*** offered the following quotes from our May 20, 2004, City Council meeting: " I still feel a 60/40 split is moving far off the center line in being agreeable to reaching a number," [Councilman] Rapson said. "That's a giant compromise," [Councilman] Weed said. Mayor Steve Brown said, "60/40 is about half of what the new law allows.'"

[Councilwoman] Rutherford said the service district would be "looking at how we move money out of the County and into the service fund so we're no longer supporting services we're not getting." Brown said "60/40 was the absolute lowest the city could go." Weed said "it is still inequitable.'"

I believe that the sentiment at the Council meeting says it all. Your proposed "compromise" does not reach the minimum funding standard of a majority of our council. With the County receiving total control of 84% or the revenue and our city receiving a mere 12% in your new proposal, the County taxpayers in Peachtree City are being drastically shortchanged. However, I have insisted that we discuss your new proposal at our July 15 City Council meeting. I want informed voters going to the polls on July 20.

Sincerely,

Stephen D. Brown
Mayor

SDB:gr

cc: City Council
City Manager

Fayette County
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BOARD OF COMMISSIONERS
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July 7, 2004

Honorable Steve Brown, Mayor
Honorable Council Members
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Subject: Proposed Compromise – Special Local Option Sales Tax Referendum

Dear Mayor and Council Members:

We attempted to present a compromise offer concerning the division of the proposed Special Local Option Sales Tax proceeds to Peachtree City on Thursday of last week but that meeting did not take place as planned. The Fayette County Board of Commissioners would like to offer that proposal at this time.

As you know, the County has a resolution in place which will allow a SPLOST referendum in November that would provide for 70% to directly support the countywide Transportation Plan i.e., when one of these projects is started, (regardless of the jurisdiction it is in) the local matching funds would come from this account.) Additionally, we would set aside 30% of the total to be used for transportation projects within the various jurisdictions. This 30% would be allocated on a per capita basis.

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If the chance for a compromise exists, we would need to get a signed agreement quickly. We are in hopes that you would discuss this topic at your July 15 meeting. If any of you need further information concerning this matter, please do not hesitate to contact us. We look forward to hearing from you at your earliest convenience.

Sincerely,

Gregory M. Dunn, Chairman
Board of Commissioners

Six Year - SPLOST Comparison

Municipality	New Law[1]	County Offer[2]	PTC Offer[3]	Pop Percent	Variance New law vs. County Offer	Variance County Offer vs. PTC Offer
Fayette County	$63,396,730	$107,540,700	$104,145,015	48.28%	-$44,143,970	-$3,395,685
Peachtree City	$45,433,448	$15,901,706	$18,173,381	34.60%	$29,531,742	$2,271,675
Fayetteville	$16,046,148	$5,616,151	$6,418,460	12.22%	$10,429,997	$802,309
Tyrone	$5,633,222	$1,971,638	$2,253,289	4.29%	$3,661,584	$281,651
Brooks	$800,994	$280,348	$320,398	0.61%	$520,646	$40,050
	$131,310,543	**$131,310,543**	**$131,310,543**	**100.00%**	**$0**	**$0**

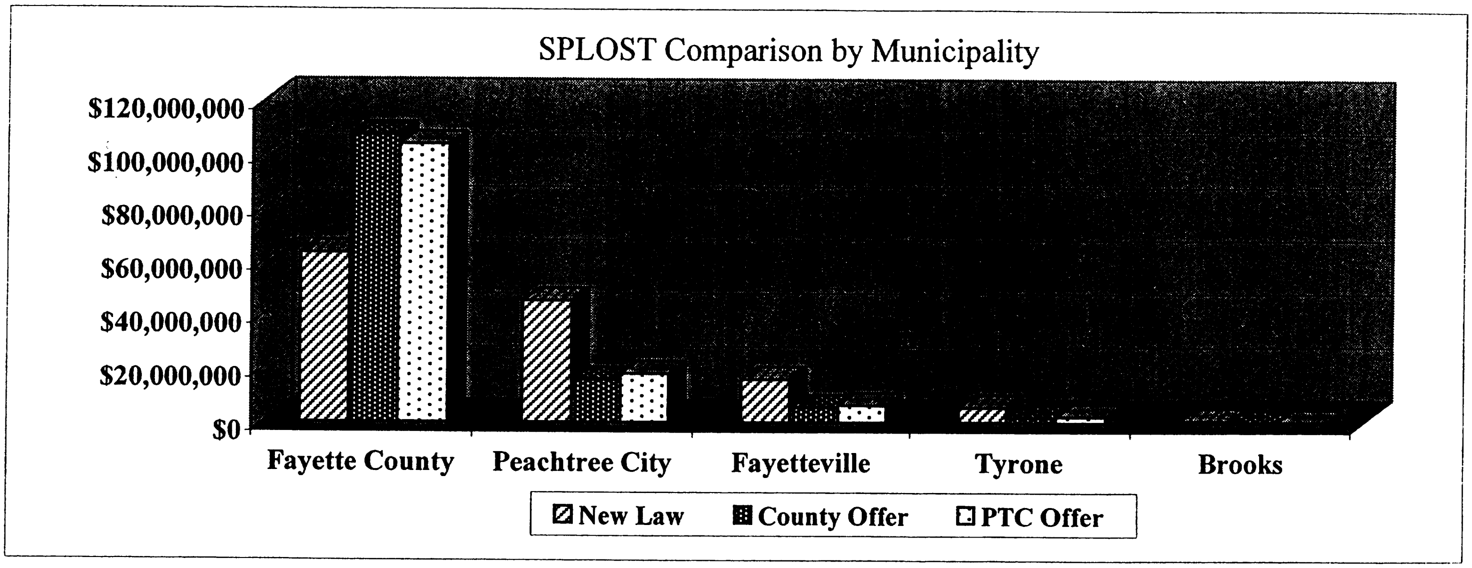
[1] New Law assumes split based on municipality population.

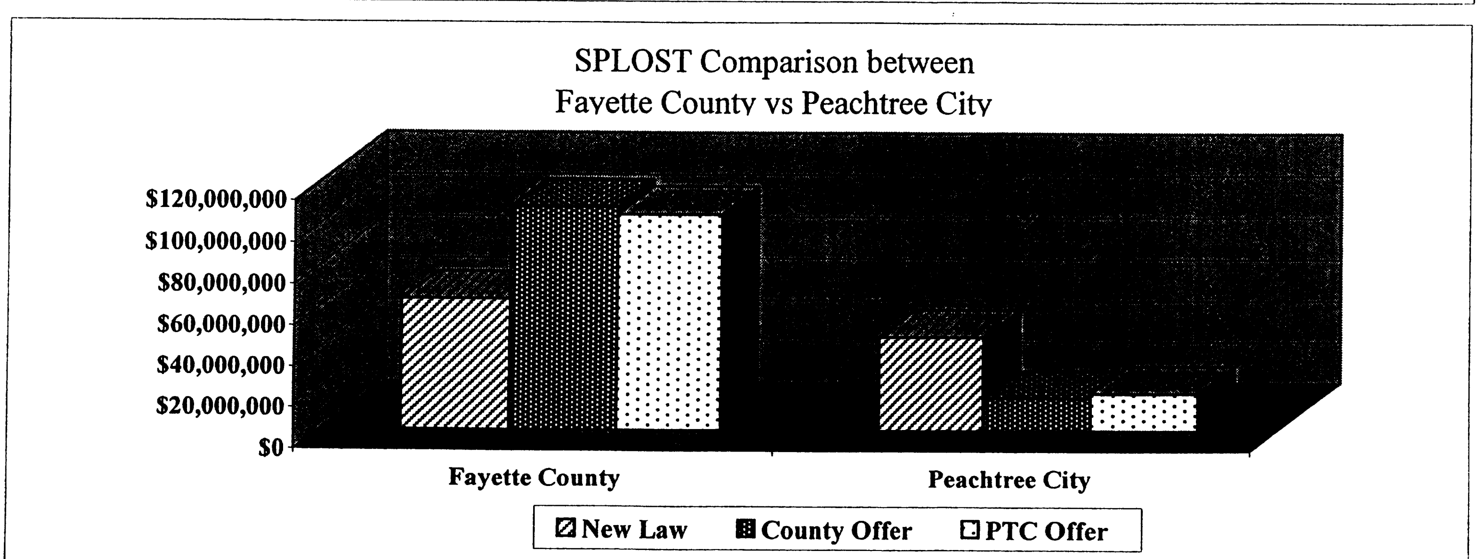
[2] County Offer of a 65/35 split.

[3] PTC Offer of a 60/40 split.

Assuming a 60/40 Split - 60% directly supporting countywide Transportation Plan.

Municipality	60% Fay County	40% Split	PTC Offer	% of Total
Fayette County	$78,786,320	$25,358,695	$104,145,015	79.31%
Peachtree City	$0	$18,173,381	$18,173,381	13.84%
Fayetteville	$0	$6,418,460	$6,418,460	4.89%
Tyrone	$0	$2,253,289	$2,253,289	1.72%
Brooks	$0	$320,398	$320,398	0.24%
	$78,786,320	**$52,524,223**	**$131,310,543**	**100.00%**





CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Planner/ Zoning Administrator** David

VIA: **City Manager**
Developmental Services Director CN7

DATE: **July 28, 2004**

SUBJECT: **Proposed amendment to Section 704 Annexations**
August 5, 2004 City Council Agenda

Recommendation:
Staff recommends that City Council adopt the proposed amendment to Section 704 Annexations, which will lift the moratorium on annexations entirely and replace the moratorium with a detailed Annexation Review Process (Attachment "A").

Discussion:
Pursuant to the discussion at City Council Retreat, Staff has prepared a two-step process for reviewing and analyzing annexation requests. The first step is intended to provide a general overview of the proposed annexation and identifies how the annexation and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan. Should City Council recommend that the proposed annexation continue through the established review process, the second step will require additional and detailed information specific to the annexation request and the proposed development.

It must be noted that allowing an annexation request to continue through the established review process in no way implies that the property will be annexed. Rather, this new process will allow Staff to discuss specific information pertaining to the request and provide an informed analysis to City Council prior to an application for annexation being accepted by the City.

For your information, the Annexation Review Process has been modified to incorporate the recommendations received from City Council when this document was initially discussed on June 3, 2004.

The proposed amendment and the Annexation Review Process were presented to the Planning Commission at their meeting on June 28, and the Planning Commission voted unanimously to forward the proposed amendment to City Council with a recommendation that it be adopted (Attachment "B").

<u>Budget impact:</u>
There are no budget impacts associated with the establishment of this new review process other than the expense for codification.

Attachments

Ordinance Number ______

AN ORDINANCE TO AMEND ARTICLE VIII, SECTION 704, OF THE PEACHTREE CITY ZONING ORDINANCE SPECIFICALLY TO LIFT THE MORATORIUM ON ANNEXATIONS AND REPLACE THE MORATORIUM WITH A DETAILED ANNEXATION REVIEW PROCESS, AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 704 relating to annexation of property into the city limits of Peachtree City be amended as follows:

Sec. 704. Annexation.

These regulations are designed to set forth the principles which shall apply to annexation of property into the city limits of the city. The following principles shall apply:

(a) Support and enhance the existing economic value and environmental control of property within the city limits.

(b) Primary consideration will be given to complementary zoning within the current land use plan of the city and contiguous jurisdictions.

(704.1) Priority will be given to raw land that can be developed consistent with current city standards. Secondary considerations will be given to harmoniously adjacent developed parcels.

(704.2) The city shall provide written notification to the appropriate governmental jurisdiction as soon as practicable following the initiation of any annexation.

(704.3) It is desirable, but not essential, that all property have natural boundaries, but in no instance create unnatural division for convenience sake.

(704.4) Each of the following factors will be reviewed on each area to be annexed according to economic and service feasibility on its own merit within the framework of existing plan for the entire city:

a. Water/sewer
b. Road/street access
c. Police/fire protection
d. Zoning compliance

(704.5) Whenever the owner of a piece of property outside the city limits wishes to request that certain property be annexed into the city limits of Peachtree City, such person or their designated agent shall follow a two-step review process as adopted by City Council at their meeting on August 5, 2004, and formally identified as the "Annexation Review Process." A copy of this document is kept on record at City Hall and is available from the City Planner/ Zoning Administrator.

The first step of this process is intended to provide a general overview of the proposed annexation and identifies how the annexation may or may not be compatible with the established goals within the City's Comprehensive Plan. This information will be reviewed by City Staff and other governmental agencies and will then be forwarded to City Council for review.

Should City Council recommend that the proposed annexation request continue through the established review process, step two of this process requires the submittal of additional and detailed information pertaining to the impacts of the proposed annexation and subsequent development. The recommendation that the annexation request continue through the review process in no way implies that the City Council will ultimately approve the property for annexation.

Until such time that the City Council votes to accept an application for annexation, City Staff shall not take any action or make any recommendations with respect to such application.

If the application for annexation is rejected by City Council, no further action will be taken by the City regarding such application.

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

Done, Ratified, and Passed this 5th day of August 2004.

____
Stephen D. Brown, Mayor

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Attest: ______________________________
City Clerk

City of Peachtree City

Annexation review process

Annexation is defined as "the process of incorporating an area of land not currently within the jurisdiction of a local government's governing authority for the purpose of including that area within the government's jurisdiction."

The City of Peachtree City has developed rules and procedures for local and intergovernmental review of annexation requests. This review provides for improved communication between affected governments and a means of assessing potential impacts of annexing property into the city limits. At the same time, the rights of the city are preserved because the City of Peachtree City maintains the authority to make the final decision on whether a proposed annexation will or will not move forward.

The Georgia Planning Act of 1989 identifies minimum standards and procedures, including the minimum elements which must be addressed and included within the preparation and implementation of comprehensive plans and for participation in the coordinated and comprehensive planning process. The natural resources, environment and vital areas within local jurisdictions are also of vital importance to the state and its citizens. The state has an essential public interest in establishing minimum standards for land use in order to protect and preserve its natural resources, environment and vital areas.

The City of Peachtree City hereby initiates a two-step process for review and consideration of annexation requests. The first step is intended to provide a general overview of the proposed annexation and identifies how the annexation and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan. This information will be initially reviewed by City Staff and other governmental agencies and then forwarded to City Council for review.

Should the City Council recommend that the proposed annexation continue through the established review process, the second step will require additional and detailed information pertaining to the annexation request and the proposed development. **This recommendation in no way implies that the City Council will ultimately approve the property for annexation.** Rather, it will provide Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

Attachment "A"

Step One: Initial annexation information

The following information is to be completed by the property owner and/ or their agent and submitted to the City Planner for review and distribution. This form provides basic project information that will allow City Staff to determine if the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan.

I. Contact information:

Owner(s) of property:
Mailing address:
City, State, Zip:
Telephone:
Fax:
E-mail address:

Agent(s) for owner:
Mailing address:
City, State, Zip:
Telephone:
Fax:
E-mail address:

(Note: A certified letter must be submitted by all Owners of Record of the subject property indicating they are aware of this request and that they acknowledge this application is being submitted by their agent, if applicable.)

II. Project information

Gross acreage:
Acreage of lakes, floodplain, wetland, streams and associated buffers, etc.:
Net developable acreage:

Current zoning classification (include copy of appropriate zoning ordinance and current Zoning Map of general vicinity):

Current Land Use designation (include copy of appropriate land use description and current Land Use Map of general vicinity):

Location of property:
(Note: A Legal Description and a Boundary Survey identifying the relationship between the current city limits and the property being considered for annexation must be submitted as a part of this application.)

Brief description of proposed project:
(Note: Identify type of development or uses, such as commercial, industrial, residential, etc.; and provide projected size of development, such as floor area in square feet, number of employees, number of lots or housing units, etc.)

III. Relationship to Comprehensive Plan

Provide a brief overview as to how the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan:

- **Housing**

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.
(If applicable, identify the type and number of residential units that are proposed, current and projected zoning and densities, price ranges, amenities, etc.)

- **Commercial**

Provide commercial facilities concentrated in the four village centers already established that serve the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.
(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

- **Economic Development**

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.
(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

- **Transportation**

Establish and maintain a comprehensive system of transportation that provides for safe and convenient circulation through and around the city including roads, cart paths and ride share services.
(Identify how the proposed annexation and subsequent development might impact existing traffic patterns, roadways, etc. and what is planned to mitigate these impacts, how the property will be interconnected with the City's multi-use path system, and what measures will be implemented to reduce traffic congestion associated with the proposed development.)

- **Recreation**

Continue to provide a full range of recreational facilities and programs which serve to satisfy the needs of individual neighborhoods, and the community as a whole.
(If applicable, identify what recreational amenities will be incorporated into the proposed development and how this will serve the needs of the existing residents of Peachtree City.)

- **Land Use**

Establish appropriate land uses in areas that are suitable for development that would not endanger but protect the surrounding environment and aesthetics.

(Identify what type of land use would be proposed for the development and how this would be compatible with the existing land use patterns within the general vicinity.)

- **Natural Resources**

Protect the natural environment by prohibiting development in identified environmentally sensitive areas and continuing to expand city greenbelts and open space areas.

(Identify wetland areas, flood plains, streams and other environmentally sensitive areas and what measures would be taken to protect these areas from development. Also, identify what, if any, property might be donated to the City as greenbelt.)

- **Community Service and Facilities**

Continually provide adequate levels of service in all areas as needed for the residents of Peachtree City.

(Identify projected impacts the proposed development might have on emergency services, including police and fire, as well as sanitary sewer and water services.)

- **Community Aesthetics**

To preserve and enhance the visual image and appearance of the community.

(Identify how the proposed development will blend in with the existing development throughout the community, to include buffers, landscaping, signage, architectural detail, etc. and whether or not you intend to adopt architectural standards or an overlay district for the proposed development.)

- **Planning**

To continue to provide the city with a planning process that encourages citizen participation in every decision.

(Identify how you plan to develop the overall plan for the proposed development, to include workshops, design charrettes, neighborhood meetings, etc. and how you plan to garner public support for the proposed development.)

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

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 (print): ______________________ Date: ______________

Owner (signature): ______________________

Agent (print): ______________________ Date: ______________

Agent (signature): ______________________

To be completed by the City of Peachtree 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.

Date of acceptance: ______________

Request number: ______________

City Planner: ______________________ Date: ______________

City Clerk: ______________________ Date: ______________

Public Hearing – Planning Commission: Date: ______________

Public Hearing – City Council: Date: ______________

Instructions for submitting an Annexation Request Form

Whenever it is proposed that property be annexed into Peachtree City, it will be the responsibility of the applicant to furnish the City with all information and documents that will be necessary to properly evaluate the request. The required information and documents will include, but not be limited to, the following:

I. A completed and signed "Request for Annexation" form;

II. A complete zoning application, including the appropriate application fee;

III. Documentation acceptable to the City Attorney that the property is eligible for annexation, along with a detailed explanation of the proposed method of annexation;

IV. Certification that the applicant is familiar with the Peachtree City Land Use Plan; the Annexation Policy; and all relevant codes and ordinances of the City, especially those pertaining to zoning, land development, site planning, landscaping, and signs;

V. Two copies of a complete and certified boundary survey of the property, along with an accurate legal description;

VI. The following supplemental information and documents:

1. A complete and accurate indication of all zoning classifications that presently exist on and adjacent to the property;

2. Name and address of all property owners within 200 feet of the boundary of the property (these property owners must be shown on an appropriate map);

3. A location map at a scale of 1" = 800' showing the property in relation to the City;

4. A recent aerial photograph which also shows the property in relation to the City;

5. An accurate and detailed map which shows the proposed new City zoning districts at a scale of 1" = 800';

6. An identification of all major natural, geographic, and cultural features which presently exist on or near the property;

7. An identification and description of all public services which are presently available to the property;

8. An identification and description of all public facilities which are presently on or near the property, or are proposed to be built on or near the property;

9. Any development plans, feasibility studies, impact analyses, population projections, or other such planning documents which have been prepared relative to the property;

10. A statement as to the acreage of the property, the proposed density of development, and the projected population at build-out;

11. A report demonstrating exactly how the property will be tied into the City's major thoroughfare system and cart path system;

12. A report demonstrating exactly how the property will relate to and complement the City's Land Use Plan;

13. A report demonstrating that the proposed annexation will be consistent with the City's annexation policy;

14. An analysis of how the proposed annexation will affect the City, especially with respect to:

    a) Tax base;
    b) Public education;
    c) Police and fire protection;
    d) Emergency medical service;
    e) Transportation facilities;
    f) Utilities;
    g) Environmental protection;
    h) Recreation program; and
    i) Implementation of the overall development plan.

A request for annexation shall be submitted to the City Planner, who shall determine whether it is proper and complete. The City Planner shall then review the application with the City Clerk. The application is not considered to be accepted until it is signed by both the City Planner and the City Clerk. Upon acceptance of the application, the appropriate public hearings will be scheduled; and the applicant will be notified in writing of the dates and times.

All materials and fees submitted as a part of the application will become public property and will not be returned once the application is accepted and the public hearings are scheduled.

Peachtree City Planning Commission
Excerpt from minutes of meeting
June 28, 2004

PUBLIC HEARING

The Chairman called the public hearing to order. He explained the rules for conducting a public hearing and informed the people in the audience that printed copies of the rules were available at the entrance.

PH-04-04 Proposed Amendment to Section 704 Annexation.

Mr. Rast presented the proposed Amendment. The current amendment prohibited staff from discussing annexation with an applicant until a request was made to City Council to lift the moratorium for a particular piece of property. If lifted, the applicant could then work with staff to develop a plan that could be considered by the Planning Commission and then forwarded to City Council. The current language within the ordinance prohibited Staff from speaking with a developer or providing any information or a recommendation to City Council.

The proposed annexation review process would consist of two phases, or "steps." Step One would identify how the proposed annexation and rezoning complied with the City's Comprehensive Plan. The Applicant would submit this information to City Staff, who would assemble the documents for presentation to City Council. Should Council decide the proposed annexation warranted additional review, the Applicant would then move to "Step Two." If Council decided that the proposed annexation and rezoning was not a good fit for the City, the project would not move forward. Mr. Rast emphasized that allowing a project to move forward to Step Two of this project in no way obligated the City to annex and/or rezone the piece of property.

The second step of this process would require detailed information about the proposed project in addition to the information previously submitted by the Applicant. Staff would again assemble and review this information and then make a formal recommendation to the Planning Commission, who would ultimately make a recommendation to City Council.

No one spoke in favor of or in opposition to the amendment request.

Mr. Saunders asked if the moratorium on multi-family development would remain intact, and Mr. Rast confirmed that it would.

Attachment "B"

Staff recommended that the Planning Commission endorse the proposed amendment to Section 704 Annexations and recommended adoption by City Council.

After discussion, a motion was made by Mr. Saunders, seconded by Mr. Green, and unanimously adopted to forward the proposed amendment to City Council with a recommendation that it be approved. Mr. Rast informed the Planning Commission that this item would be heard at the July 15, 2004, City Council meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Planner/ Zoning Administrator**

VIA: **City Manager**
Developmental Services Director

DATE: **July 29, 2004**

SUBJECT: **Request to table rezoning request – Broderick tract, 153 Old Senoia Road**
August 5, 2004 City Council Agenda

Due to a delay in getting the addresses, the adjoining property owners were not notified in advance of the scheduled Public Hearing. We are requesting that City Council continue the proposed rezoning to the August 19, 2004, City Council meeting. All of the property owners have now been identified and have received notification of the Public Hearing scheduled for this meeting.

CITY OF PEACHTREE CITY

MEMORANDUM

TO: **Mayor and Council Members**

FROM: **City Manager**

DATE: **July 28, 2004**

SUBJECT: **Consider Resolution Changing Water Restrictions August 5, 2004, Council Agenda**

Recommendation:

Adopt the attached Resolution of Support for the Fayette County Water System Outdoor Water Use Restrictions that is required due to recent requirements by the Georgia Department of Natural Resources Environmental Protection Division (Attachment 1).

Discussion:

On July 22, 2004, the Fayette County Board of Commissioners approved a resolution adopting the attached EPD Rules for Outdoor Water Use (Attachment 2). These rules detail when outdoor watering can occur based on the drought level. Currently, property numbers ending in odd numbers are allowed to use exterior water on odd calendar days while property numbers ending in even numbers are allowed outdoor watering on even calendar days. Effective August 1, 2004, the outdoor water use is restricted by the EPD rules to odd numbered property owners being allowed outdoor water use on Tuesdays, Thursdays and Sundays while even numbered property owners are allowed outdoor water use on Mondays, Wednesdays and Saturdays. No outside watering is allowed on Fridays. The City resolution adopts the same restrictions.

Budget Impact:

None

BJM/jsm

Attachments

Resolution of Support for the Fayette County Water System Outdoor Water Use Restrictions

WHEREAS: The City Council of Peachtree City is authorized to issue rules and regulations on the outdoor use of water in the City of Peachtree City; and

WHEREAS: The State of Georgia Department of Natural Resources Environmental Protection Division has adopted rules pertaining to outdoor water usage that apply to any entity, and its customers, permitted by the EPD for water withdrawal or for the operation of a drinking water system; and

WHEREAS: The Fayette County Water System is the EPD permitted entity operating a drinking water system serving Peachtree City residents; and

WHEREAS: On July 22, 2004, the Fayette County Board of Commissioners adopted the EPD Rules for Outdoor Water Use.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peachtree City, that the Outdoor Water Use Rules adopted by the Fayette County Board of Commissioners, currently and as may be amended in the future, shall apply to all Peachtree City residents who are customers of the Fayette County Water System.

This Resolution is adopted this 5th day of August 2004.

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Stephen D. Brown, Mayor

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City Council of Peachtree City

______________________________ ATTEST
Jane S. Miller, City Clerk

RULES OF
GEORGIA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

CHAPTER 391-3-30
OUTDOOR WATER USE

TABLE OF CONTENTS

391-3-30-.01 Definitions

When used in this Chapter:

(1) "Address" means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes a physical location of a specific property. "Even numbered address" means a house number ending with the number 0, 2, 4, 6, 8, or no house number. "Odd numbered address" means a house number ending with the number 1, 3, 5, 7, or 9.

(2) "Declared Drought Response Level" means one of four levels of drought that can be declared based on the severity of drought conditions, with one being the least severe and four being the most severe.

391-3-30-.02 Applicability of Rule

These rules apply to any entity, and its customers, permitted by the Georgia Environmental Protection Division (EPD) for water withdrawal or for operation of a drinking water system.

391-3-30-.03 Outdoor Water Use Schedule During Non-Drought Periods

(1) Outdoor water use other than exempted activities shall occur only as follows:

(a) Odd-numbered addresses: outdoor water use is allowed on Tuesdays, Thursdays and Sundays.

(b) Even-numbered addresses: outdoor water use is allowed on Mondays, Wednesdays and Saturdays.

391-3-30-.04 Outdoor Water Use Schedule During Declared Drought Response Levels

(1) The Director of the Environmental Protection Division is authorized to make drought declarations.

(2) During declared drought conditions, outdoor water use other than activities exempted in 391-3-30-.05, shall occur only during scheduled hours on the scheduled days.

(3) Declared Drought Response Level One – Outdoor water use may occur on scheduled days within the hours of 12:00 midnight to 10:00 a.m. and 4:00 p.m. to 12:00 midnight.

(a) Scheduled days for odd-numbered addresses are Tuesdays, Thursdays and Sundays.

(b) Scheduled days for even-numbered addresses are Mondays, Wednesdays and Saturdays.

(c) Use of hydrants for any purpose other than firefighting, public health, safety or flushing is prohibited.

(4) Declared Drought Response Level Two – Outdoor water use may occur on scheduled days within the hours of 12:00 midnight to 10:00 a.m.

(a) Scheduled days for odd-numbered addresses are Tuesdays, Thursdays and Sundays.

(b) Scheduled days for even-numbered addresses and golf course fairways are Mondays, Wednesdays and Saturdays.

(c) The following uses are prohibited:

1) Using hydrants for any purpose other than firefighting, public health, safety or flushing.

2) Washing hard surfaces, such as streets, gutters, sidewalks and driveways except when necessary for public health and safety.

(5) Declared Drought Response Level Three – Outdoor water use may occur on the scheduled day within the hours of 12:00 midnight to 10:00 a.m.

(a) The scheduled day for odd-numbered addresses is Sunday.

(b) The scheduled day for even-numbered addresses and golf course fairways is Saturday.

(c) The following uses are prohibited:

1) Using hydrants for any purpose other than firefighting, public health, safety or flushing.
2) Washing hard surfaces, such as streets, gutters, sidewalks, driveways, except when necessary for public health and safety
3) Filling installed swimming pools except when necessary for health care or structural integrity.

4) Washing vehicles, such as cars, boats, trailers, motorbikes, airplanes, golf carts.
5) Washing buildings or structures except for immediate fire protection.
6) Non-commercial fund-raisers, such as car washes.
7) Using water for ornamental purposes, such as fountains, reflecting pools, and waterfalls except when necessary to support aquatic life.

(6) Declared Drought Response Level Four – No outdoor water use is allowed, other than for activities exempted in 391-3-30-.05, or as the EPD Director may order.

391-3-30-.05 Exemptions

(1) This rule shall not apply to the following outdoor water uses:

(a) Capture and re-use of cooling system condensate or storm water in compliance with applicable local ordinances

(b) Re-use of gray water in compliance with applicable local ordinances

(2) The following established landscape water uses are exempt from the outdoor water use schedules of this rule.

(a) Use of reclaimed wastewater by a designated user from a system permitted by EPD to provide reclaimed wastewater.

(b) Irrigation of personal food gardens.

(3) Newly (in place less than thirty days) installed landscapes are subject to the following:

(a) Irrigation of newly installed landscapes is allowed any day of the week, but only during allowed hours for the drought response level in effect, for a period of 30 days following installation. No watering is allowed during Drought Response Level Four.

(b) For new landscapes installed by certified or licensed professionals, commercial exemptions apply.

(4) The following golf course outdoor water uses are exempt from the outdoor water use schedules of this rule.

(a) Use of reclaimed wastewater by a designated user from a system permitted by EPD to provide reclaimed wastewater.

(b) Irrigation of fairways during times of non-drought and Declared Drought Response Level One.

(c) Irrigation of tees during times of non-drought and Declared Drought Response Levels One, Two and Three.

(d) Irrigation of greens.

(5) The following commercial outdoor water uses are exempt from the outdoor water use schedules of this rule.

(a) Professionally certified or licensed landscapers, golf course contractors, and sports turf landscapers: during installation and 30 days following installation only. Professional landscapers must be certified or licensed for commercial exemptions to apply.
(b) Irrigation contractors: during installation and as needed for proper maintenance and adjustments only.
(c) Sod producers.
(d) Ornamental growers.
(e) Fruit and vegetable growers.
(f) Retail garden centers.
(g) Hydro-seeding.
(h) Power-washing.
(i) Construction sites.
(j) Producers of food and fiber.
(k) Car washes.
(l) Other activities essential to daily business.
(m) Watering-in of pesticides and herbicides on turf.

391-3-30-.06 Local and Regional Options

(1) Local and regional water providers are authorized to implement additional outdoor water use restrictions within their jurisdictions. Action items to consider at the local/regional level include, but are not limited to, the following: developing system integration and interconnection to reduce drought vulnerability, placing additional water use restrictions on specific commercial uses, putting water conservation based rates in place (increasing block/summer surcharge) and placing additional restrictions on outdoor water use.

(2) Local and regional water providers may request approval of alternative days for outdoor water use for purposes of enforcement, peak water usage, timing of recovery days, and other valid reasons. Approval shall be contingent upon:

(a) Written notification to, and approval by, EPD of the alternate watering schedule; and
(b) Enactment of a local ordinance allowing no more than 3 days a week outdoor watering during time(s) of day consistent with the level of drought as set forth in sections 391-3-30-.03 and -.04 of this rule.
(c) Regional consistency.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Administrative Services Director / City Clerk**

DATE: **July 28, 2004**

SUBJECT: **Consider Amendments to Occupational Tax Ordinance Relative to who is Required to Pay**
August 5, 2004, Council Agenda

Recommendation:

Recommend Council consider approving attached proposed amendment to Occupational Tax ordinance detailing those businesses that are not required to pay an occupational tax based on exemptions allowed by state law and eliminating the exemption of self-employed persons who perform day and domestic work or services from the payment of occupational tax.

Discussion:

At the June 17, 2004, meeting, Council approved changes to the amount of occupational tax paid by businesses in Peachtree City. At that time, a Councilmember requested that staff evaluate the exemption of day/domestic workers from the payment of occupational tax that is currently in the ordinance. Staff agrees that individuals engaged in that line of work should pay occupational tax if their business is located in Peachtree City, just as other businesses do. While evaluating the day/domestic worker exemption, staff researched state law and identified numerous types of businesses that were exempt from paying an occupational tax. Staff has drafted an ordinance amendment adding those businesses exempted by state law and deleting the exemption for day/domestic workers.

Budget Impact:

This should have a positive effect on the budget as no revenue has been collected in the past for day/domestic workers. The exempted businesses that are added in the ordinance have never paid. The amendment just lists them in the ordinance.

/jsm
Attachment

Ordinance # _______

AN ORDINANCE TO AMEND ARTICLE II, SECTION 74-36, OF THE PEACHTREE CITY CODE OF ORDINANCES RELATING TO BUSINESSES NOT SUBJECT TO THE OCCUPATIONAL TAX, TO BRING THE ORDINANCE INTO CONFORMANCE WITH STATE LAW, AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-36(b) relating to businesses not subject to the Occupational Tax be amended as follows:

Sec. 74-36. Required; occupation tax required for business dealings in the city.

(b) The following businesses are not covered by the provisions of this article but may be assessed an occupation tax or other type of tax pursuant to the provisions of other general laws of the state or by act of local law: ~~The following persons will not be subject to the occupational tax:~~

(1) Those businesses regulated by the Georgia Public Service Commission.
(2) Those electrical service businesses organized under O.C.G.A. Chapter 3 of Title 46.
(3) Any farm operation for the production from or on the land of agricultural products, but not including agribusiness.
(4) Cooperative marketing associations governed by O.C.G.A. section 2-10-105.
(5) Insurance companies governed by O.C.G.A. section 33-8-8.
(6) Motor common carriers governed by O.C.G.A. section 46-7-15.
(7) Those businesses governed by O.C.G.A. section 48-5-355.
(8) Agricultural products and livestock raised in the state governed by O.C.G.A. section 48-5-356.
(9) Depository financial institutions governed by O.C.G.A. section 48-6-93.
(10) Facilities operated by a charitable trust governed by O.C.G.A. section 48-13-55.
~~(1) Persons deemed to be engaged in business solely by reason of being engaged as a farmer in the production of crops, livestock or other farm products within the city.~~ Persons
(~~2~~11) Persons engaged in recreation activities sponsored by the parks and recreation department of the city.
(12) The following classes of persons may peddle, conduct business, or practice the professions and semiprofessions without paying an occupation tax, administrative fee, or regulatory fee for the privilege of so doing:
 (A) Any disabled veteran of any war or armed conflict in which any branch of the armed forces of the United States engaged, whether under United States command or otherwise;
 (B) Any blind person; or

(C) Any veteran of peace-time service in the United States armed forces who has a physical disability incurred during the period of such service;

provided such person receives a certificate of exemption issued by the commissioner of veterans service, has furnished proof of disability, and provides documentation that the person making application is a resident of this state and that the income of such person is such that he or she is not liable for the payment of state income taxes, subject to O.C.G.A. 43-12-1, et. seq.

~~(3) Self-employed persons engaged in performing day and domestic work or services conducted in connection with or for occupants or residents of the city.~~

~~(4) Those businesses regulated by the state public service commission.~~

~~(5) Those electrical service businesses organized under O.C.G.A. § 46-3-170 et seq.~~

Done, Ratified, and Passed this ______ day of _____________ 2004.

____
Stephen D. Brown, Mayor

____

____

____

Attest: ____________________________
City Clerk

____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **James V. Murray, Chief of Police**

DATE: **July 28, 2004**

SUBJECT: **Position Paper for Court Solicitor**

Recommendation:

It is my recommendation that the Mayor and City Council approve the proposed Municipal Court Solicitor's position and assign it to the Police Department, as outlined in the attached class specification. The Municipal Court Solicitor will prosecute misdemeanor criminal complaints and traffic offenses within the city. In addition, the position will manage administrative responsibilities including, but not limited to: Processing Motions for Discovery and open records requests, coordinating the Police Department's Victim/Witness Program, handling pre-trial conferences and case review, providing technical guidance through legal research, and representing the department's position through training, and policy development and utilization.

Discussion:

In accordance with the City's requirement for position justification, the staff of the Police Department has researched and evaluated potential responsibilities for a full-time Municipal Court Solicitor, when the City replaces the current contracted Court Solicitor. The evaluation produced information that was objective, comprehensive and most importantly, verifiable by independent review. Specifically, the study was accomplished by considering the duties, responsibilities, functions and tasks of the position; the frequency with which the work occurs for the position; and how critical job related skills, knowledge and abilities are for the position. Furthermore, we assessed the potential workload for this position, while consulting with the Municipal Court and Warren Sellers, the current Solicitor, regarding the data. Please note that the hours designated below are projected hours and are based on the factors influencing workload demands, such as the nature or number of tasks and their frequency or complexity, and the time required to complete them. The hours were factored by combining the time currently utilized by the Municipal Court Solicitor with job assignments already in place within the Police Department. By allocating this position to the Police Department, the workload that is assigned to other staff members can be shifted to the new position, reducing an already heavy workload for these employees.

The following is a projected breakdown of the weekly work schedule requested for the new full-time Municipal Court Solicitor and details current workload percentages:

- 8-10 hours per week at Municipal Court (Wednesday) (100% Solicitor)
- 6-8 hours per week processing Motions for Discovery (approximately 400 Motions annually) (100% Solicitor)
- 8-12 hours per week processing legal documents (issuing and mailing 1500 subpoenas and reviewing/processing 200 warrants annually) (60% Solicitor, 40% in house)
- 2-3 hours per week processing open records requests (approximately 412 requests annually, requiring 1348 reports to be reviewed, redacted and copied (25% City Attorney, 75% in house)
- 2-3 hours per week preparing witness and evidence memos to officers (100% Solicitor)
- 1-2 hours per week for pretrial review of officer's evidence and videotapes (this amount of time includes reviewing videotapes with defendant's attorneys) (100% Solicitor)
- 2-3 hours per week for telephone conferencing (with defense attorneys, police officers, clerks, victims, witnesses, hospitals, state court solicitors, and court clerks) (100% Solicitor)
- 2-3 hours per week spent on pretrial preparations (reviewing case files, which include incident reports, statements, evidence etc) (100% Solicitor)
- 1 hour per week for new case set up and pleading review (review incoming motions and create a file for each new case) (100% Solicitor)
- 2 hours per week spent on bond forfeiture order preparation and processing; legal research and brief writing in connection with motions to suppress; written follow-up contact with victims/witnesses; preparing seizure/condemnation documents; reviewing lesson plans and instructing training courses; processing expungements; and answering legal questions from officers (90% Solicitor, 10% in house)
- .5-1 hour per week spent conducting community relations functions (100% in house)
- 1-2 hours per week spent consulting with other divisions within the city about basic legal questions. (100% City Attorney)

Budget Impact:

From a budgetary standpoint, it is not only practical, but it is feasible to allocate this new exempt position for the Police Department in the 2004-2005 budget. The starting salary and benefit package combined is estimated at $58,500 to $65,000 annually, depending on the experience level of the candidate selected. This estimation is approximately 32%-39% less than outsourcing to a part-time private service ($8,000 a month). Employing a full time individual would substantially reduce the costs associated with hiring a part-time contracted person. For example: If you hire an in-house Court Solicitor, the cost to the city is estimated between $28.12 and $31.25 an hour, based on the particular salary range. On the other hand, when contracting with a private source, the city would have to pay minimum outsource rates of $63.95 or maximum rates of $83.91 an hour (outsource rates for the part-time position are based on a 22-28 hour workweek). If implemented, the position will also assist in reducing attorney's fees by the City Attorney's Office, as it will limit the need for consulting with the City Attorney on basic legal advice. The provisions for relating compensation for this position were based on salary ranges provided by the National Association for Law Placement and the Prosecuting Attorney Council of Georgia.

In addition to the salary and benefit package, approximately $6,300 will be needed as a one-time start up cost for office furniture and equipment, legal reference material (including software), and a laptop computer.

CITY OF PEACHTREE CITY, GEORGIA
CLASS SPECIFICATION

Job Code:

POSITION TITLE: **COURT SOLICITOR**

DIVISION: **PUBLIC SAFETY**

DEPARTMENT(S): **POLICE**

REPORTS TO: **POLICE CHIEF**

POSITION SUMMARY:

This is highly technical, administrative, professional and managerial work responsible for planning and coordinating the department's activities specific to the Peachtree City Municipal Court function. Work involves general responsibilities for planning, development, and direction. Primary responsibilities include the performance and practice of legal proceedings, the initiation of prosecution, interpreting local, state and federal statutes, legal research, legal advisory, and acting as the department's legal representation during municipal court sessions of arraignment and trial. The work includes handling the daily operations of court solicitor duties, and conducting special administrative responsibilities as directed by the chief of police or his designee.

The work requires discretion and judgment in interpreting departmental policies, laws, and ordinances; drafting and implementing departmental written directives and city ordinances; managing department activities specific to municipal court (under the guidelines of standard operating procedures); ensuring the effective and efficient operations of the department; developing and implementing plans, procedures and recommendations; and serving as a department liaison to other criminal justice agencies, probation offices, and government entities within Fayette County and the State of Georgia.

Work is performed independently in accordance with established regulations. Work is reviewed through reports and evaluation of results achieved. Employee may be required to be available during non-working hours for emergencies.

POSITION DUTIES:

Oversees the department's activities specific to the Peachtree City Municipal Court.

Oversees the police department's involvement in arraignment court.

Handles the responsibilities of prosecuting solicitor during municipal court trials. Reviews and stays current regarding the municipal court calendar.

Plans and organizes work and establishes priorities.

Conducts legal research and acts as legal advisor to the Patrol, Criminal Investigations and Administrative Services Divisions of the department.

Coordinates the department's legal document process as it relates to municipal court subpoenas.

Responds to requests and completes legal processes, if criteria has been met, to expunge criminal records.

Maintains a comprehensive knowledge of state statutes, legal updates, and Appellate and Supreme Court decisions.

Acts as the department's liaison to the municipal, State and Superior Courts.

Previews videotapes assigned for court presentation and coordinates pretrial reviews with the defendants' attorneys. Participates in pretrial conferences with defendants' attorneys.

Conducts case review of all applicable cases scheduled for trial on the municipal court trial calendar.

Handles Victim/Witness Coordinator responsibilities through follow-up contact and written correspondence. Conducts interviews with witnesses and victims.

Monitors officers testimony during court to ensure courtroom demeanor is conducted in accordance with departmental policies.

Develops a system to review, assign, and coordinate department activity to ensure an effective and efficient method of responding to open records requests and discovery motions.

Provides input to the Accreditation Committee to ensure compliance with applicable accreditation standards and state and federal statutes.

Develops long-range goals and objectives and ensures goals and objectives are met.
Handles appeals, certiorari, and hearings including filing at Superior Court.

Maintains a comprehensive knowledge of department written directives to ensure compliance with statutes and accreditation standards.

Provides instruction to officers during training courses on legal updates and courtroom demeanor.

Provides technical guidance in complicated situations relating to investigations, arrest warrants, search warrants, court orders and emergency operations or unusual events.

Assists officers in preparing arrest and search warrants. Reviews the same to ensure accuracy and content.

Assists officers in preparing and processing condemnation (seizure) requests. Reviews the same to ensure accuracy and content.

Drafts new or amended city ordinances and prepares documents for City Council review. Coordinates the implementation of the same as required. Reviews, researches and recommends the police department position on proposed laws and/or ordinances under consideration.

Performs public relations duties as required.

Represents the department at meetings and other functions; speaks on a variety of criminal justice topics to civic, neighborhood, church and school groups and at professional meetings and conferences.

Assists with annual budget preparation, implements approved budget and monitors expenditures.

Conducts research and provides recommendations on new policies and procedures; assists the chief of police with policy and procedure changes, when necessary; writes standard operating procedures (SOPs) as required; coordinates the implementation of new policies and procedures.

Oversees the establishment of methods and operating procedures in compliance with applicable laws and orders from the chief of police.

Reviews and approves department training materials, as directed, to ensure legal requirements are met.

Makes and prepares written recommendations to the chief of police on personnel matters involving court related functions.

Prepares reports as required on various activities of the police department.

Updates knowledge and skills with conferences, seminars, schools, meetings and continuing education.

Maintains skills, knowledge and abilities necessary to obtain, clarify, or find facts or information in highly structured situations.

Justifies, defends, negotiates, or settles matters involving significant or controversial issues with individuals or groups with diverse viewpoints to arrive at a common understanding.

Writes grants to improve the efficiency and effectiveness of the police department.

Performs special projects as directed by the chief of police.

Performs related duties of equivalent difficulty as directed or assigned by the chief of police or his designee.

DESIRABLE QUALIFICATIONS:

Education and Experience

High school diploma or equivalent required.

Graduation from a school of law that is accredited by the American BAR Association.

Current membership in the Georgia BAR Association.

Two years experience in criminal prosecution preferred.

Municipal or other governmental law experience is desirable.

Strong background in the prosecution of Driving Under the Influence and Georgia Traffic Code.

Knowledge, Skills, and Abilities

Thorough knowledge of federal, state, and local laws and legal procedures.

Thorough knowledge of governmental rules, regulations, procedures, and laws specific to the municipal court function.

Thorough knowledge of courtroom demeanor, etiquette, and principals.

Ability to develop a good knowledge of the methods and techniques used to obtain, preserve, and present evidence in court and procedures of proper investigative processes.

Ability to develop a good knowledge of law enforcement methods, procedures, and techniques and the ability to apply such knowledge to specific situations.

Ability to analyze, appraise, and organize facts, evidence and precedence.

Ability to make effective oral presentations.

Ability to obtain information through courtroom testimony, cross-examination, interviews and observation.

Ability to understand, analyze, and interpret a wide variety of complex written information.

Ability to analyze situations and take quick, effective, and reasonable courses of action giving regard to the circumstances of each situation.

Ability to establish and maintain effective working relationships with City employees, City officials, other criminal justice agencies, and the public.

Thorough knowledge of management theory and practices.

Ability to develop a thorough knowledge of departmental rules and regulations.

Ability to develop a good knowledge of methods and practices of the administration and management.

Ability to develop a good knowledge of the conduct of criminal investigations including special equipment, application of equipment, specialized techniques, and other specific data.

Ability to plan, direct, and coordinate work.

Ability to utilize a personal computer, a variety of computer software and other equipment essential to performing the daily activities of the position.

Ability to operate a variety of standard office equipment that required continuous and repetitive eye, arm or hand movements.

Ability to deal courteously, fairly and effectively with people.

Ability to write clear and comprehensive reports.

Ability to follow orders.

OTHER REQUIREMENTS:

Must be twenty-one (21) years of age or older.

Must be a citizen of the United States.

Must have no record of any felony conviction.

Must possess a valid State of Georgia driver's license (Class C) and a satisfactory Motor Vehicle Record (MVR).

Ability to drive and operate the department's assigned vehicles and equipment in a safe and efficient manner.

Ability to pass a pre-employment physical examination including drug screening.

Must be free of any physical, emotional, or mental condition that will adversely affect the ability to perform the duties or exercise the powers of a Municipal Court Solicitor.

Ability to work routinely under highly stressful conditions.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Councilmembers**
VIA:	**City Manager**
FROM:	**Director of Leisure Services**
DATE:	**July 27, 2004**
SUBJECT:	**Agreement with Coke for Scoreboards** ***5 August, 2004 City Council Agenda***

Recommendation: That the Mayor and Council authorize the City Manager to sign an agreement with Coke whereby Coke provides, installs and maintains scoreboards for all city sports fields and facilities free of charge in exchange for exclusive use of Coke products at those facilities.

Discussion: The City has been under this agreement for several years. Jim Basinger signed the last agreement in April 1995, when the scoreboards were put in at the Kedron Fieldhouse. Attached are background documents relative to that approval. This request is promulgated as new scoreboards are being planned for the nearly completed handicap-accessible Field of Hope at the South 74 Baseball Soccer Complex.

Under the agreement, Coke provides complete installation and follow-on maintenance, and also provides bulbs for those scoreboards that use them. Newer scoreboards use digital technology not requiring bulbs. It is estimated that this saves the city about $30,000 over the ten-year period.

In exchange, Coke is allowed to use their logo and related advertising on the scoreboards and on concession menu boards. In addition, only Coke products can be sold at the facilities, and sports associations must purchase the product directly from the bottler.

The city attorney has reviewed and approved this contract.

Budget Impact: There is no adverse budgetary impact.

Scoreboard Agreement

This AGREEMENT between The Atlanta Coca-Cola Bottling Company, a division of Coca-Cola Enterprises Inc., a Delaware corporation (hereinafter referred to as "Bottler") and CITY OF PEACHTREE CITY (hereinafter referred to as "Dealer") is made and entered into on August 6, 2004.

WHEREAS, Dealer owns and operates the athletic facilities throughout the city of Peachtree City and has the authority to offer advertising and beverage availability rights in such Facilities. The Agreement will become effective on the date it is executed by the parties hereto ("Effective Date") and shall expire on December 31, 2004. Thereafter, unless terminated as set forth below or unless either party provides at least thirty (30) days written notice prior to the expiration date this Agreement shall automatically renew for ten (10) additional one (1) year terms beginning on January 1 and ending December 31 of each such year.

The parties hereby agree as follows:

A. **Defined Terms**

1. "Beverages" shall mean all carbonated and noncarbonated nonalcoholic beverages including but not limited to carbonated soft drinks; mixers; flavored and unflavored packaged waters; fruit juices containing or flavored drinks; fruit punches and ades; energy and fluid replacement drinks (sometimes referred to as "sports drinks"); tea drinks; and all drink beverage bases. Whether in the form of syrups, powders, crystals, concentrates, slushies or otherwise, from which such Beverages are made.
2. "Products" shall mean Beverages purchased directly from the Bottler.
3. "Competitive Products" shall mean all Beverages which are not purchased from the Bottler.

B. **Responsibilities of Bottler**, Bottler hereby promises that it shall maintain scoreboard.

1. Cause to be installed and maintained, at the expense of the Bottler, scoreboards appropriate to the type of sport represented at each location in the Facility at the location specified by the Dealer in accordance with applicable building and electrical codes.
2. Pay the cost of purchasing all scoreboards needed for facilities including the applicable freight charges and taxes.
3. The provision of the Scoreboard/Equipment is on an "as is" basis. Bottler hereby disclaims any and all express and implied warranties, including without limitation those of merchantability and fitness for intended use, and Bottler shall not be liable for consequential, incidental or indirect damages.

C. **Responsibilities of Dealer**, Dealer hereby promises that it shall:

1. Purchase from the bottler and sell exclusively in vended and nonvended products the following Brands and Packages to include 20oz CSD(Coca-Cola classic, Vanilla Coke, diet Coke, Sprite, Sprite Remix, Mr.Pibb Xtra , 20oz Minute Maid Refreshment, 20oz Minute Maid Lemonade, 15.2oz Minute Maid juices and soft drinks, 20oz Dasani, 24oz Dasani and 20oz POWERaDE) purchased directly from the Atlanta Coca-Cola Bottling Company at wholesale prices to be exclusively available at the Facility, including all concessions, coolers and vending machines locations. No Competitive Products shall be made available in the Facility.
2. Cause all menu boards, Scoreboards, beverage point of sale and concessions dispensing Beverages on the premises of the Facility to exclusively carry Coca-Cola advertising panels mentioning products which are clearly visible to the purchasing public.
3. Peachtree City (Parks & Recreation) will ensure all contracts made with third party concessionaires will follow Atlanta Coca-Cola Bottling Company terms and agreements.

4. Grant exclusive Beverage advertising rights on the Scoreboard and in the Facility to Bottler and not grant advertising rights at the Facility to any Competitive Products. Grant Bottler the right to grant advertising space on the Scoreboard to mutual agreed trade partner.
5. POWERaDE will be the exclusive Isotonic/Sports Beverage and all athletic sideline equipment at all athletic events be POWERaDE Trademark Identified.
6. Operate the Scoreboard in good condition during the term at Dealer's expense and allow access by Bottler personnel to change the advertising message on the Scoreboard, such changes to be in Bottler's sole discretion and expense.
7. Pay all costs of operating the Scoreboard, including, but not limited to, all utility charges. Coke will provide Lamps for replacement.
8. Maintain the following insurance:
   a. All risk property insurance in an amount equal to the replacement cost of the Scoreboard.
   b. General Liability Insurance in the amount of $2,000, 000 per occurrence
9. Pay all costs incurred installing the necessary electrical and cable requirements for the Scoreboard.

D. **Ownership of the Scoreboard,** The Scoreboard shall be the property of the Bottler.

E. **Term and Termination,**

1. The term of this Agreement shall be from August 6, 2004 and shall expire on December 31, 2004. Thereafter, unless terminated as set forth below or unless either party provides at least thirty (30) days written notice prior to the expiration date, this Agreement shall automatically renew for ten (10 additional one (1) year terms beginning on January 1 and ending on December 31 of each such year. Upon termination of this Agreement, Dealer shall grant Bottler first right of refusal of any similar agreement regarding advertising and Beverage availability rights.
2. If Dealer fails to perform any of the promises set forth in this Agreement, or if the Facility is closed, then as an option but not as its sole remedy, Bottler may terminate this Agreement, and Dealer shall pay to the Bottler a pro rata portion of the amount Bottler has invested in the purchase and installation of the Scoreboard.

F. **Miscellaneous**, This agreement constitutes the entire understanding of the parties and no terms may be altered or waived except by the mutual written consent of both parties. None of the rights of either party to this Agreement may be assigned without the written consent of the other party.

BOTTLER:

ATLANTA COCA-COLA BOTTLING COMPANY, A DIVISION OF COCA-COLA ENTERPRISES INC.

DEALER:

____
Requester

____
Center Manager

____
Division On Premise Director

____
Date

By: ________________________

Printed Name: ____________________

Title: ________________________

Date: ________________________

Peachtree City
Georgia

TO: Jim Basinger

VIA: Colin Halterman

FROM: Sherry Reavis

DATE: March 21, 1995

SUBJECT: Coke Scoreboards

At Retreat City Council had several questions about the contract requirements for having Coke scoreboards installed at the new fieldhouse and the South 74 ballfields. Rick Lindsey spoke with Mike Toomer, the Coke representative, and following are the answers to the questions raised at Retreat:

Size of scoreboards:	Scoreboards at fieldhouse are 3′ x 8′ (Coke logo is 3′ x 3′) Scoreboards at ballfields are 5′ x 14′ (Coke logo is 5′ x 4′)
Other coke logos:	A Coke logo will be on the menu boards at the concession stands which Coke will supply along with a Coke clock. If we opt for fountain dispensers, the dispensers will also have the Coke logo.
Termination language:	Not needed. Coke will remove scoreboards if requested by City.
Liability Insurance:	Coke does not have a problem with self insurance.
Sale of other products:	While only Coke products can be sold by the City at the concession stands, other products can be made available by team mothers, etc. to serve sports participants. The Coke representative assured Rick Lindsey that, while Coke would like to have their products exclusively available, they understand that that would be unrealistic.

Rick Lindsey is comfortable with the contract.

151 Willowbend Road • Peachtree City, Georgia 30269 • (404) 487-7657

Peachtree City
Georgia

TO: Mayor and City Council

VIA: City Manager

FROM: Recreation Director SCR

DATE: March 28, 1995

SUBJECT: Coca-Cola Scoreboard Recommendation

At the January 24, 1995 Recreation Commission meeting, the Recreation Commission voted 4 to 1 to pursue the usage of Coca-Cola furnished scoreboards at the new Kedron Fieldhouse. At the February 20, 1995 Recreation Commission meeting, the Recreation Commission voted 4 to 1 to pursue the same type of agreement for Coca-Cola scoreboards at the new South 74 Sports Complex only for the four (4) youth baseball fields. This agreement includes the supply, installation and maintenance of the scoreboards at both locations.

Several questions concerning the agreement were raised at the City Council Retreat. These concerns have been addressed in the attached memo.

Staff recommends that the City execute the contract offered by Coca-Cola for supplying, installing and maintaining the scoreboards at the new South 74 Sports Complex baseball fields and the new Kedron Fieldhouse.

SR/md

Attachment

cc: Director of Public Services

151 Willowbend Road • Peachtree City, Georgia 30269 • (404) 487-7657

to Peachtree City residents only and no user fee had ever been established for non-residents. Basinger said city staff recommended that a sixty dollar ($60.00) annual registration/user fee be established for non-residents to help pay for construction and maintenance of the City's path system.

Price stated that Council had discussed this item at Retreat last month and made a motion to delete section 19-31a and replace it with the proposed ordinance. McMenamin seconded the motion. Motion carried unanimously.

4-95-8 Tower Lease Agreement - Georgia Power

Basinger stated Council had a copy of a proposed lease agreement with Georgia Power to lease space on the tower allowing Georgia Power to install an antenna to enhance their communications. He said the contract was for five (5) five-year periods with an increase of 2% per year beginning with the sixth year of the lease. He said revenue expected to be generated was estimated to be $357,290. He said the amount for the first three years of the contract was prorated from $12,500 to $7,500 in exchange for Georiga Power to bury the above ground cables behind the municipal building and to install lights in the new parking lot.

Ms. Atkins and Mr. Phillips, from Georgia Power company addressed Council and thanked City staff for their assistance in preparing the lease agreement.

Price made a motion to approve the tower lease agreement with Georgia Power as presented. McMenamin seconded the motion. Motion carried unanimously.

4-95-9 Development Authority Appointments

Mayor Lenox stated the selection committee interviewed 18 candidates for four vacancies on the Development Authority. The committee recommended that Robert Truitt, Tate Godfrey and Rex Hollis, Jr. be reappointed to serve terms which would expire April 7, 2001 and that Mr. Tom Allen be appointed to fill the unexpired term of Fred Brown which would expire April 7, 1999.

Brooks made a motion to fill the Development Authority vacancies with the appointments that the interview committee recommended. Price seconded the motion. Motion carried unanimously.

4-95-10 Consider Scoreboards - Fieldhouse and South 74 Sports Complex

City Manager Jim Basinger stated that Council had discussed the scoreboards for the Fieldhouse and South 74 Sports Complex at the Retreat. Basinger said it had been City policy not to place signage depicting advertizing at any City facility. Basinger asked for Council's approval of an agreement with Coca-Cola to supply, install and maintain scoreboards at the new South 74 Sorts Complex fields and the new Kedron Fieldhouse in exchange for allowing the

Coke logo to be printed on the scoreboards. The scoreboard at the fieldhouse would be 3' x 8' with a Coke logo 3' x 3'. The scoreboard at the ballfields would be 5 ' x 14 ' with Coke logo 5' x 4'. Other Coke logos would be on the menu boards along with a clock. Basinger said the City Attorney reviewed and approved the contract and that the Coca-Cola company agreed to remove the scoreboard at any time requested by the City. Basinger said staff recommended Council authorize the agreement which would result in a savings of $30,000 over the next ten years.

Price made a motion to approve the agreement with Coca-Cola as presented. Motion was seconded by McMenamin. Motion carried unanimously.

4-95-11 Consider Bids - South 74 Sports Complex - Phase IB

Basinger stated the bids for the South 74 Sports Complex, Phase 1B came in under budget. Phase 1B included paving, fencing, dugouts, field equipment, scoreboards, concession/restroom/storage building, water lines and sewer lines. Six bids submitted were as follows:

Tiernan & Patrylo Inc.	$412,950
Gene Barber Contracting,	$414,392
Tuggle Construction, Inc.	$414,900
Flanders Construction, Inc.	$446,177
Parker & Company	$500,000
Lewis Construction	$745,000

Basinger stated there were numerous add alternates. The only alternate the City requested was the vinyl coating for the fences. The other alternates were additions to the project that the sports associations might want to do if they could obtain the funds. Basinger said staff recommended the contract be awarded to the low base bidder, Tiernan & Patrylo, Inc. for $437,950 which included the add alternate for the fences.

Mr. Gene Barber, Gene Barber Contracting, addressed Council with his concerns that Tiernan & Patrylo did not attend a mandatory pre-bid conference. Basinger said while the bid package did state that the pre-bid conference was mandatory, the initial letter soliciting bids did not. After further discussion, City Attorney, Jim Webb stated that bid specifications gave the City the right to waive any and all irregularities.

Price made a motion that the bid be awarded to Tiernan & Patrylo who had the lowest base bid for $412,950 with the add alternate #20 for $25,000 for a grand total of $437,950. Motion was seconded by Brooks. Motion carried unanimously.

4-95-12 Larp Contract - DOT

Basinger said staff recommended Council approve a contract with the Department of Transportation valued at $26,000 for the cost of materials to pave the following roads:

CITY OF PEACHTREE CITY

MEMORANDUM

TO: **Mayor and Council Members**

FROM: **City Manager**

DATE: **July 28, 2004**

SUBJECT: **Consider Ordinance Regarding Smoking in Public Places**
August 5, 2004, Council Agenda

As you know, several meetings have been held with citizens and business owners to discuss the topic of smoking in public places. As a result of input from these meetings, a proposed smoking ordinance has been drafted for Council consideration and possible action. Attached is a copy of the draft smoking ordinance to be discussed at the August 5, 2004, Council meeting.

BJM/jsm

Attachment

(Revised, Section 1006, July 19, 2004, 12:15p.m.)

PEACHTREE CITY SMOKEFREE AIR ACT OF 2004

Sec. 1000. Title

This Article shall be known as the Peachtree City Smokefree Air Act of 2004.

Sec. 1001. Findings and Intent

The Peachtree City Council does hereby find that:

Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, and lung cancer. The National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of up to 65,000 Americans annually. (National Cancer Institute (NCI), "Health effects of exposure to environmental tobacco smoke: the report of the California Environmental Protection Agency. Smoking and Tobacco Control Monograph 10," *Bethesda, MD: National Institutes of Health, National Cancer Institute (NCI)*, August 1999.)

The Public Health Service's National Toxicology Program has listed secondhand smoke as a known carcinogen. (Environmental Health Information Service (EHIS), "Environmental tobacco smoke: first listed in the Ninth Report on Carcinogens," *U.S. Department of Health and Human Services (DHHS), Public Health Service, National Toxicology Program*, 2000.)

Secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. Children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden infant death syndrome, developmental abnormalities, and cancer. (California Environmental Protection Agency (Cal EPA), "Health effects of exposure to environmental tobacco smoke", *Tobacco Control* 6(4): 346-353, Winter, 1997.)

The Americans With Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability. (Daynard, R.A., "Environmental tobacco smoke and the Americans with Disabilities Act," *Nonsmokers' Voice* 15(1): 8-9.)

The U.S. Surgeon General has determined that the simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to secondhand smoke. (Department of Health and Human Services. *The Health Consequences of Involuntary Smoking: A Report of the Surgeon General.* Public Health Service, Centers for Disease Control, 1986.) The Environmental Protection Agency has determined that secondhand smoke cannot be reduced to safe levels in businesses by high rates of ventilation. Air cleaners, which are only capable of filtering the particulate matter and odors in smoke, do not eliminate the known toxins in secondhand smoke. (Environmental Protection Agency (EPA), "Indoor air facts no. 5: environmental tobacco smoke," *Washington, D.C.: Environmental Protection Agency (EPA)*, June 1989.)

A significant amount of secondhand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function. (Pitsavos, C.; Panagiotakos, D.B.; Chrysohoou, C.; Skoumas, J.; Tzioumis, K.; Stefanadis, C.; Toutouzas, P., "Association between exposure to environmental tobacco smoke and the development of acute coronary syndromes: the CARDIO2000 case-control study," *Tobacco Control* 11(3): 220-225, September 2002.)

Smoke-filled workplaces result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates, and increased liability claims for diseases related to exposure to secondhand smoke. ("The high price of cigarette smoking," *Business & Health* 15(8), Supplement A: 6-9, August 1997.)

Numerous economic analyses examining restaurant and hotel receipts and controlling for economic variables have shown either no difference or a positive economic impact after enactment of laws requiring workplaces to be smoke free. Creation of smoke free workplaces is sound economic policy and provides the maximum level of employee health and safety. (Glantz, S.A. & Smith, L. The effect of ordinances requiring smoke free restaurants on restaurant sales in the United States. *American Journal of Public Health*, 87:1687-1693, 1997; Colman, R.; Urbonas, C.M., "The economic impact of smoke-free workplaces: an assessment for Nova Scotia, prepared for Tobacco Control Unit, Nova Scotia Department of Health," *GPI Atlantic,* September 2001.)

Smoking is a potential cause of fires; cigarette and cigar burns and ash stains on merchandise and fixtures causes economic damage to businesses. ("The high price of cigarette smoking," *Business & Health* 15(8), Supplement A: 6-9, August 1997.)

Secondhand smoke contains a complex mixture of more than 4,000 chemicals, more than 50 of which are cancer-causing agents (carcinogens).[1,2] (National Cancer Institute. *Health Effects of Exposure to Environment Tobacco Smoke.* Smoking and Tobacco Control Monograph No. 10 Bethesda, MD: U.S. Department of Health and Human Services, National Institutes of Health, National Cancer Institute; 1999. NIH Pub. No. 99-4645. Accessed: February 2004.) (National Toxicology Program. *10th Report on Carcinogens.* Research Triangle Park, NC: U.S. Department of Health and Human Services, Public Health Service, National Toxicology Program, December 2002. Accessed: February 2004.)

An estimated 3,000 lung cancer deaths and 35,000 coronary heart disease deaths occur annually among adult nonsmokers in the United States as a result of exposure to secondhand smoke.[6] (CDC. Annual smoking-attributable mortality, years of potential life lost, and economic costs—United States, 1995–1999. *Morbidity and Mortality Weekly Report* 2002;51(14):300–303. Accessed: February 2004.)

Each year, secondhand smoke is associated with an estimated 8,000–26,000 new asthma cases in children.[4] Annually an estimated 150,000–300,000 new cases of bronchitis and pneumonia in children aged less than 18 months (7,500–15,000 of which will require hospitalization) are associated with secondhand smoke exposure in the United States.[4] (U.S. Environmental Protection Agency. *Respiratory Health Effects of Passive Smoking: Lung Cancer and Other Disorders.* Washington, DC: U.S. Environmental Protection Agency;1992. Pub. No. EPA/600/6-90/006F. Accessed: February 2004.)

Approximately 60% of people in the United States have biological evidence of secondhand smoke exposure.[7] (CDC. *Second National Report on Human Exposure to Environmental Chemicals: Tobacco Smoke.* Atlanta, GA: U.S. Department of Health and Human Services, CDC, National Center for Environmental Health; 2003:80. NCEH Pub No. 03-0022. Accessed: February 2004.)

Second hand smoke exposure is a cause of heart disease in nonsmokers (The Surgeon General.)

Accordingly, the Peachtree City Council finds and declares that the purposes of this ordinance are (1) to protect the public health and welfare by prohibiting smoking in public places and places of employment; and (2) to guarantee the right of nonsmokers to breathe smoke free air, and to recognize that the need to breathe smoke free air shall have priority over the desire to smoke.

Sec. 1002. Definitions

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

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

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

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

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

5. "Enclosed Area" means all space that is enclosed on all sides by solid walls or windows (exclusive of doorways).

6. "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

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

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

9. "Restaurant" means an eating establishment where the sale of food is 60% or more of total revenue, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as

well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

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

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

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

13. "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form.

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

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

Sec. 1003. Application of Article to Peachtree City Facilities

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

Sec. 1004. Prohibition of Smoking in Public Places

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

1. Aquariums, galleries, libraries, and museums.

2. Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels, and motels.

~~3. Bars.~~

3. ~~4.~~ Bingo facilities when a bingo game is in progress.

4. ~~5.~~ Convention facilities.

5. ~~6.~~ Elevators.

6. ~~7.~~ Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.

7. ~~8.~~ Health care facilities.

8. ~~9.~~ Licensed childcare and adult day care facilities.

9. ~~10.~~ Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.

10. ~~11.~~ Polling places.

11. ~~12.~~ Public transportation facilities, including buses and taxicabs, under the authority of the city of Peachtree City, and ticket, boarding, and waiting areas of public transit depots.

12. ~~13.~~ Restaurants.

13. ~~14.~~ Restrooms, lobbies, reception areas, hallways, and other common-use areas.

14. ~~15.~~ Retail stores.

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

16. ~~17.~~ Service lines.

17. ~~18.~~ Shopping malls.

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

Sec. 1005. Prohibition of Smoking in Places of Employment

A. Smoking shall be prohibited in all enclosed facilities within places of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices (excluding home offices) , elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

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

Sec. 1006. Reasonable Distance

Smoking is prohibited within a reasonable distance of 10 ~~25~~ feet outside an enclosed area where smoking is prohibited, so as to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or other means. All commercial establishments shall be required to have HVAC systems designed with positive air pressure except for automotive repair facilities with bay doors and large warehouse facilities; however all enclosed offices and customer waiting areas must have positive air pressure.

Sec. 1007. Where Smoking Is Not Regulated

Notwithstanding any other provision of this Article to the contrary, the following areas shall be exempt from the provisions of Sections 1004 and 1005:

1. Private residences, except when used as a licensed childcare, adult day care, or health care facility.

2. Hotel and motel rooms that are rented to guests and are designated as smoking rooms that have separate ventilation; provided, however, that no more than twenty percent (20%) of rooms rented to guests in a hotel or motel may be so designated.

3. Retail tobacco stores; provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this Article.

4. Private and semiprivate rooms in nursing homes and long-term care facilities that are occupied by one (1) or more persons, all of whom are smokers and have requested in writing to be placed in a room where smoking is permitted.

5. Outdoor areas of places of employment except those covered by the provisions of Section 1006.

6. Facilities owned by private clubs where only members are present, and no persons under the age of 18 are permitted on premises.

7. Bars- As defined in Section 1002.

Sec. 1008. Declaration of Establishment as Nonsmoking

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 1009(A) is posted.

Sec. 1009. Advertisements & Posting of Signs

A. The standard mandated City sign with the ~~"No Smoking" signs or the~~ international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this Article, by the owner, operator, manager, or other person in control of that place These signs shall be available for purchase at the City Hall, Peachtree City.

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

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

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

Sec. 1010. Nonretaliation

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

Sec. 1011. Enforcement

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

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

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

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

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

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

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

Sec. 1012. Violations and Penalties

A. A person who smokes in an area where smoking is prohibited by the provisions of this Article shall be guilty of an infraction, punishable by a fine not exceeding fifty dollars ($50).

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

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

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

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

Sec. 1013. Public Education

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

Sec. 1014. Governmental Agency Cooperation

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

Sec. 1015. Other Applicable Laws

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

Sec. 1016. Liberal Construction

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

Sec. 1017. Severability

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

Sec. 1018. Effective Date

This Article shall be effective ninety (90) ~~thirty (30)~~ days from and after the date of its adoption.

Pam Dufresne

From: Bernard McMullen
Sent: Monday, July 19, 2004 1:44 PM
To: Pam Dufresne; Jane Miller
Cc: A - Mayor and Council (E-mail)
Subject: FW: RE: Peachtree City Smokefree Air Act of 2004 - OBJECTION

Add this email as part of "Ordinance Regarding Smoking in Public Places" agenda package for August 5.

-----Original Message-----
From: Steve Rapson [mailto:steverapsonptc@ureach.com]
Sent: Monday, July 19, 2004 12:58 PM
To: Terry Childers; Bernard McMullen
Subject: Re: RE: Peachtree City Smokefree Air Act of 2004 - OBJECTION

Will do Sir.

Bernie,

Could you please copy the below email and have it included as part of the Nonsmoking documentation given to Council for the August 5th meeting... Thanks

Steve

Get your own "800" number
Voicemail, fax, email, and a lot more
http://www.ureach.com/reg/tag

---- On Mon, 19 Jul 2004, Terry Childers (TerryC@cold4u.com) wrote:

> Thanks,
> Steve, I do need you to take up this issue - I have a conflict Thursday, August 5th and can not make
> the meeting. I can make the August 19th meeting.
> At least, thanks for hearing the "other" side.
>
> Terry R. Childers
> ALTA Refrigeration, Inc.
> 403 Dividend Drive
> Peachtree City, GA 30269-1905
> Direct Line (678) 554-1147
> Fax Line (678) 554-1111
> TerryC@Cold4U.com
>
> -----Original Message-----
> From: Steve Rapson [mailto:steverapsonptc@ureach.com]
> Sent: Monday, July 19, 2004 10:23 AM
> To: Terry Childers
> Subject: Re: Peachtree City Smokefree Air Act of 2004 - OBJECTION
>
> Mr. Childers,
>
> It was a pleasure speaking to you and I look forward to seeing
> you on Thursday evening... to address your concerns.
>

> Steve Rapson
>
>
> ____
> Get your own "800" number
> Voicemail, fax, email, and a lot more
> http://www.ureach.com/reg/tag
>
>
> ---- On Fri, 16 Jul 2004, Terry Childers (TerryC@cold4u.com)
> wrote:
>
> > Mr. Rapson, Mayor, and City Council,
> >
> > I want to thank each of you for the time you take from your
> personal lives to serve others; however,
> > in The Citizen this past Wednesday, Mr. Rapson was quoted
that
> he had not received any calls against
> > the proposed Ordinance. Please consider this email as strong
> objection to the proposed smoking ban.
> >
> >
> > I personally do not smoke and think everyone who is smoking,
> should give it up; however, it is not
> > illegal to smoke. We do not allow smoking in our office and
> anyone who wants to smoke must go
> > outside. Businesses should be left out of the ordinance and
> let the people, or employees, vote by
> > using their feet or dollar. If a business allows smoking,
let
> the people that are spending the
> > dollar vote - it's stronger than this ordinance can even be.

> In the proposed ordinance, how can you
> > expect a smoking employee, that is the only assigned driver
to
> a company vehicle, not to smoke in the
> > vehicle. We have a welding shop and it does not have an
HVAC
> system and the workers are welding all
> > day. Because of the welding smoke, we have a negative air
> pressure in the shop. Exhaust fans are
> > running all day bringing in fresh air from the outside and
> exhausting the smoke from inside the shop.
> > In this case, we are not meeting sec. 1006. Reasonable
> Distance, "All commercial establishments will
> > be required to have HVAC systems designed with positive air
> pressure."
> >
> > I do agree that there should be a ban on smoking in public
> areas, but businesses need to be left out
> > of the ordinance. Under Sec. 1010. Non-retaliation - what
> about the people who smoke? You are
> > taking their legal rights to smoke away in safe areas - such
> as driving a company assigned vehicle
> > when no one else is in the vehicle or smoking in an open
work
> shop (all smokers) where there are
> > strong exhaust fans.
> >
> > Because of time conflicts, I was unable to attend earlier
> meetings; however, I always felt in the
> > past, that the Mayor and the City Council has worked with
> businesses to make Peachtree City a better
> > place to live and work. Questions I feel are not answered
or

> covered in the ordinance are as
> > follows:
> > 1.   Work shops, such as welding shops, which must be under
> negative air pressure to remove smoke and
> > fumes.
> > 2.   HVAC systems being positive air - unless you have a large
> commercial roof top unit, you can not
> > have positive air flow. A lot of A/C units are small. Like
> your home - they do not have access to
> > outside air. What about these businesses that can not meet
> the proposed ordinance: Does this mean
> > they must go out and purchase a new HVAC system - or just
> remove their current one and have no A/C in
> > the area.
> > 3.   The distance from the building needs to be removed - 10'
or
> 25' does matter once outside a
> > building. Its how close to a door or window that opens.
> > 4.   Many businesses can not begin to meet the positive air
> pressure requirement. Warehouses, welding
> > shops, and car repair places. Most all these buildings do
not
> have A/C in the summer and use exhaust
> > fans to cool their facility during the summer. At least give
a
> choice to move further away from the
> > building or have positive air pressure.
> >
> > I invited each of you to visit ALTA Refrigeration and see
this
> side of business. I encourage you to
> > not pass the ordinance as currently written and request that
> you do contact me for further
> > conversation.
> >
> > Terry R. Childers
> > President
> > ALTA Refrigeration, Inc.
> > 403 Dividend Drive
> > Peachtree City, GA 30269-1905
> > Direct Line (678) 554-1147
> > Fax Line (678) 554-1111
> > TerryC@Cold4U.com
> >
>
>
>

ASOLUTELY NO ONE UNDER 18 ADMITTED

SMOKING PERMITTED INSIDE THIS FACILITY
SMOKING PROHIBITED WITHIN
10 FEET OF THIS BUILDING
PURSUANT TO PTC ORDINANCE ####

PEACHTREE CITY

PEACHTREE CITY

SMOKING PROHIBITED INSIDE THIS FACILITY
SMOKING PROHIBITED WITHIN
10 FEET OF THIS BUILDING

PURSUANT TO PTC ORDINANCE ####

CITY OF PEACHTREE

INTEROFFICE MERORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **James V. Murray, Chief of Police**

SUBJECT: **Adoption of New Fee Schedule/Expungement Records Request (August 5, 2004) City Council Agenda**

Recommendation:

It is my recommendation that the Mayor and City Council approve the proposed administrative fee of $50.00 for the processing of expungements. This administrative fee will help to offset the cost incurred for handling these records requests.

Discussion:

Currently, many cities throughout the metro-area have found it increasingly necessary to adopt a fee schedule to help defer the cost incurred from processing expungement requests. Over the past year, the Police Department has experienced a dramatic increase in the number of expungement requests. These administrative requests require a great deal of time to process. In many cases, the offender is not a resident of Peachtree City and their only tie to our community is their work history or criminal arrest record. Many of these individuals are also repeat offenders.

The processing of these records results in at least one of the administrative staff having to spend one to two hours processing each request. This results in a substantial cost for City. While gathering information and surveying many of the metro-agencies it was determined that the majority of these agencies are now imposing a fee schedule to help offset the expense to the agency. With only four civilian staff, these requests have a dramatic workload affect on our department.

Under O.C.G.A. 35-3-37, the state of Georgia allows for a fee schedule up to $50.00 per expungement transaction. It is my request that the City adopt this fee schedule in that amount.

BUDGET IMPACT:

There will be a small positive impact on the budget as a result of this fee schedule.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **Developmental Services Director**

VIA: **City Manager**

DATE: **July 29, 2004**

SUBJECT: **Resolution of adoption of GDOT Agreement for West Village Bridge**
August 5, 2004 City Council Agenda

Recommendation:
Approve the attached Resolution with the Georgia Department of Transportation (GDOT) authorizing the agreement to acquire rights-of-way in the name of the City for the West Village Bridge.

Discussion:
The City of Peachtree City owns these properties presently.

Budget Impacts:
This project has been budgeted in the PIP such that this is fulfillment of the City's existing obligations and thus has no budget impacts.

RESOLUTION OF THE CITY OF PEACHTREE CITY

STATE OF GEORGIA

COUNTY OF FAYETTE

CITY OF PEACHTREE CITY

BE IT RESOLVED by the Mayor and City Council of the City of Peachtree City and it is hereby resolved, that the foregoing attached Agreement, relative to Project STO-0002-00 (305), Fayette County be entered into by said Mayor and City Council and Steven E. Brown as Mayor and Jane Miller as Clerk. Be and they are thereby authorized and directed to execute the same for and in behalf of said Mayor and City Council.

PASSED AND ADOPTED, this ____ day of ______________. 2004.

ATTEST:

______________________________ BY: ______________________________

CLERK MAYOR

STATE OF GEORGIA
COUNTY OF FAYETTE
CITY OF PEACHTREE CITY

I, Jane Miller, as Clerk for the Mayor and City Council, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the ____day of ______________, 2004.

BY: ______________________________

CLERK

Department of Transportation
State of Georgia
Thomaston District Office

July 14, 2004

The Honorable Steve Brown, Mayor
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Dear Mayor:

STP-0002-00 (305) Fayette County
West Village Multi-Use Bridge in Peachtree City
P.I. No. 0002305

Transmitted for your further handling for execution, is the original and a copy of the Contract for Acquisition of Right of Way on the above subject project. **Please omit the date at the top of page one, as this date will be inserted by the Department at the time of execution**. Please return both copies to this office for execution by the Deputy Commissioner and the State Preconstruction Engineer. Once the contracts have been signed, our office will return a copy to you for your use.

Any questions regarding this matter should be directed to the District Local Government R/W Coordinator, Audrey Gooch, at (706) 646-6602.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

David B. Millen By/RWA
By: David B. Millen
District Preconstruction Engineer

DBM:ADG:rwa
Attachments

715 Andrews Drive, Thomaston, Ga, 30286-4524, Fax 706-646-6584

CONTRACT FOR ACQUISITION OF RIGHT OF WAY
FEDERAL-AID PROJECT

PROJECT: **STP-0002-00 (305)**
COUNTY: **FAYETTE**
STATE ROUTE: **54**
COUNTY ROAD:**N/A**
P. I. NO.: **0002305**

STATE OF GEORGIA

COUNTY OF FAYETTE

CITY OF PEACHTREE CITY

This agreement made and entered into this _____ day of _________________, ______ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the DEPARTMENT) and the **CITY OF PEACHTREE CITY** (hereinafter called the CITY).

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT**, and the **CITY**, proposes to let to construction the above indicated project located on **West Village Multi-Use Bridge** the rights of way which are to be acquired in the name of the **CITY** by the **CITY** without cost to the **DEPARTMENT** except as hereinafter specified; and,

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **CITY** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and,

WHEREAS, the **CITY** is authorized to enter into this contract by virtue of Sections 32-3-3 (3), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that certain resolution of the Board of Commissioners adopted the ____ day of ________________, ______.

WHEREAS, said rights of way are to be acquired by the **CITY** in accordance with certain specified requirements of the Federal-aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and,

NOW, THERFORE, in consideration of Ten ($10.00) Dollars in hand paid to the **CITY**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **CITY** agree as follows:

ITEM 1

The **DEPARTMENT** will prepare the legal descriptions and colored plats and furnish them to the **CITY** for use in acquiring the Rights of Way. The **CITY** shall ensure at the time of closing that the legal's and plats in hand reflect the latest revised or current required right of way and/or easements.

ITEM 2

The **CITY** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **CITY.**

ITEM 3

The **CITY** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **CITY**.

The **CITY** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT**.

ITEM 4

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **CITY** agrees not to use convict labor in any way on or in connection with this project.

ITEM 5

The **CITY** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, except that which is the result of the sole negligence of the **DEPARTMENT**.

ITEM 6

The **CITY** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT,** to acquire the Rights of Way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans as prepared by the **DEPARTMENT**.

ITEM 7

The **CITY** will, in its right of way acquisition procedure observe and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Public Law 91-646 and Georgia Laws 1972, p 931, and in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **CITY** will be responsible for making payments to owners as required under this procedure for incidental expenses on the transfer of real property for rights of way purposes and such other moving and relocation cost as required under the law and determined to be proper by the **DEPARTMENT**. The **CITY** will in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions. During the performance of this Contract, the **CITY** will also comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A" attached.

ITEM 8

Where determined to be desirable by Department Inspectors, the **CITY** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM 9

The **CITY** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements.

ITEM 10

This contract is the total agreement between the **DEPARTMENT** and the **CITY** and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **CITY**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **CITY**.

ITEM 11

Time is of the essence of this contract

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT OF TRANSPORTATION** by the Commissioner of the **DEPARTMENT OF TRANSPORTATION** and on behalf of the **CITY** of **Peachtree City** being duly authorized to do so by the Mayor and City Council of the **CITY** of **PEACHTREE CITY**.

This on the day and year below written.

Executed on behalf of the Department Of Transportation this the ____ day of ________________, _____.

BY: ______________________________
DIVISION DIRECTOR

APPROVED:

BY: ______________________________
DEPUTY COMMISSIONER

Witness for the Department of Transportation:

____

Executed on behalf of the CITY of PEACHTREE CITY this the ___ day of ____________________, ______.

BY: ______________________________
MAYOR

This Contract was approved by the Mayor and City Council at a meeting held this the ____ day of ____________________, ______.

____
CLERK OF THE CITY

Witness for the CITY:

____

RESOLUTION OF CITY

STATE OF GEORGIA

COUNTY OF FAYETTE

CITY OF PEACHTREE CITY

BE IT RESOLVED by the Mayor and City Council of the City of Peachtree City and it is hereby resolved, that the foregoing attached Agreement, relative to Project STO-0002-00 (305), Fayette County be entered into by said Mayor and City Council, and that ____________________________ as Mayor, and ________________________ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Mayor and City Council.

PASSED AND ADOPTED, this _____ day of _____________________, ______.

ATTEST:

_________________________________ BY: ___________________________________

CLERK MAYOR

STATE OF GEORGIA

COUNTY OF FAYETTE

CITY OF PEACHTREE CITY

I, _______________________ as Clerk for the Mayor and City Council, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council.

Witness by hand and official signature, this the _______ day of ___________________, _______.

BY: ___________________________________

CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:

    A) An appraiser approved by the Department must prepare an appraisal.

    B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.

    C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.

    D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.

    E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.

2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice.

3. The Department will furnish copies of letters, settlement and disbursement statements and such other forms, as it may deem necessary or desirable.

4. Copies of all letters, forms, deeds and status reports use in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.

APPENDIX "A"

A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.

B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.

C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulation or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.