

City Council of Peachtree City  
REVISED AGENDA  
May 1, 2014  
7:00 p.m.

*Shayne & members of Southside Bike Club*

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition  
Proclamation for National Bike Month  
Proclamation for Armed Forces Day

*Veteran's Groups*

IV. 10-Minute Talk  
Wendy Maguire, Executive Director, Pedal for Pets

V. Public Comment

VI. Agenda Changes

VII. Minutes  
April 17, 2014, Regular Meeting Minutes

*approved as amended*

VIII. Consent Agenda

*Approved, 5-0*

1. Consider Tot Lot Lease Agreement with Sequoia Golf LLC
2. Consider Elimination/Replacement of Two (2) Positions in Community Services Division
3. Consider Amendments to the Alcoholic Beverage Ordinance
4. Consider Budget Adjustment - FY 2014
5. Consider Intergovernmental Agreement on FCDA
6. Consider Council Appointment to FCDA - Mike King

IX. Old Agenda Items

X. New Agenda Items

- |          |                                                                                   |
|----------|-----------------------------------------------------------------------------------|
| 05-14-01 | Consider/Discuss List of Projects for Public Facilities Bond                      |
| 05-14-02 | Consider Use of Eminent Domain to Acquire Stormwater Easements at 100 Chase Court |

*approved 5-0*

*\*add to 2nd mtg in June*

XI. Council/Staff Topics  
Hot Topics Update

XII. Executive Session

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

**CITY OF PEACHTREE CITY**  
**INTEROFFICE MEMORANDUM**

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**TO:** Mayor and Council Members

**VIA:** James L. Pennington, City Manager   
Paul Salvatore, Financial Services Director 

**FROM:** Jonathan N. Rorie, Community Services Director 

**DATE:** April 29, 2014

**SUBJECT:** 74 Maintenance Building Renovation  
*May 1, 2014 City Council Consent Agenda*

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**Recommendation**

Staff recommends that City Council approve the re-allocation of \$20,237.48 from the completed Fire Station 83 Sewer Project to a new Public Improvement Project for the renovation of the maintenance building on Hwy 74.

**Discussion:**

Improvements to the maintenance building at Hwy 74 were originally on a 2011 Facilities Project list. However, the funding for this project was moved to other high priority projects at the time. Now, due to the current need, staff would like to transfer the budgeted balance remaining in the Fire Station 83 Sewer Project which is completed to create a new Public Improvement Project – Hwy 74 Maintenance Building Improvement Project.

**Budget Impact**

This will require a budget adjustment transferring \$20,237.48 from 359-3510-541268 Weber Station 83 – Sewer Conn into 334-4110-541236 Hwy 74 Maintenance Building Improvement along with the corresponding revenue. This will not affect the bottom line of the PIP Funds.

## CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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TO: Mayor & Council Members  
FROM: City Manager   
DATE: April 30, 2014  
SUBJECT: Consider Intergovernmental Agreement on FCDA  
May 1, 2014, City Council Meeting

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**Recommendation:**

That Council approve the Intergovernmental Agreement with the change noted (the addition of "The City of Peachtree City" to the parties listed in Paragraph 2 of Page 2).

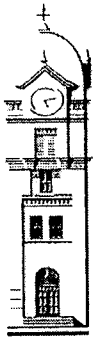
**Discussion:**

The Fayette County Board of Commissioners has proposed revising the Intergovernmental Agreement for the Fayette County Development Authority (FCDA). The proposed agreement is attached and provides the City of Peachtree City with two appointments, allowing Council to select a member of the Peachtree City Airport Authority should Council so desire.

After review, the inclusion of the City of Peachtree City in the second paragraph of Page 2 is recommended as one of the participating parties.

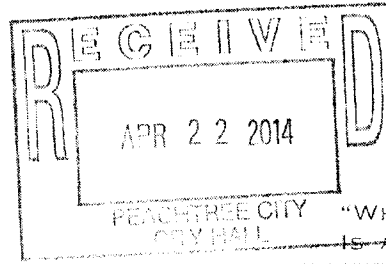
**Budget Impact:**

This item should have no budgetary impact.



*Fayette*  
COUNTY

140 STONEWALL AVENUE WEST, STE 100  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5200  
www.fayettecountyga.gov



April 16, 2014

The Honorable Vanessa Fleisch  
Mayor, City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30269

*VANESSA*

Dear Mayor Fleisch,

I tried to reach you by phone, but to no avail. Our Board of Commissioners has had some genuine concern with the Fayette County Development Authority regarding communication and outreach.

The Board of Commissioners is focusing on creating a more active and energetic Development Authority in an attempt to take advantage of our quality of life statistics and our current economic growth momentum.

At our annual county retreat, we discussed re-forming the authority through a new intergovernmental agreement. As part of that discussion, the notion no longer mandating that the Airport Authority Chairman be on the Development Authority Board was discussed.

Although the Airport Authority is seen as important part of the mix that makes Fayette County marketable to businesses looking for a new home, the thought of having the flexibility to select certain role players rather than mandating a post was appealing.

The Airport Authority Chairman, Mr. Whiteley, has attended only three Development Authority meetings since June of 2012. This type of attendance record is disappointing and we felt more of a commitment was needed if we are going to succeed against the mounting competition for economic development prospects. Again, our new focus is on creating more engagement from authority's board members.

After hearing your comments at our meeting, I had a discussion with my colleagues on the Board of Commissioners. We were going to offer Peachtree City two appointed board positions of your choice, removing the mandate for the Airport Authority Chairman. If your City Council elected to appoint the Airport Authority Chairman, you could certainly make that happen.

Our goal was to create more flexibility in the appointment process. Likewise, your annual contribution for Emily Poole's salary is appreciated and we really wanted to find a practical and effective solution.

Ms. Hope Macaluso did attend six of the meetings, but she has no vote. Please know that Ms. Macaluso is truly appreciated on our end.

In total, there were seven Development Authority meetings with no attendee from the Airport Authority at all.

Please note that I did have a personal conversation with Mr. Whiteley and I found him to be a very nice gentleman. He and I agreed on many points and had the same frustrations with the authority. Mr. Whiteley assured me that his attendance at meetings will be a priority with the new board members in place. I take him to be a man of his word.

Our current Board of Commissioners makes every effort possible to work in harmony with the local municipalities. In that vein, I am recommending the enclosed revised intergovernmental agreement.

If the City Council of Peachtree City is willing to be accountable for the participation of your new appointment and the mandated Airport Authority Chairman's appointment, we will honor your request.

Sincerely,



Steve Brown  
Chairman

Enclosure: New intergovernmental agreement

Cc: Board of Commissioners  
City Council, Peachtree City  
County Administrator  
City Manager

AGREEMENT ON GOVERNANCE OF THE FAYETTE COUNTY  
DEVELOPMENT AUTHORITY

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Fayette County, acting by and through its Board of Commissioners (hereinafter sometimes referred to as the "County"), and the City of Peachtree City, acting by and through its Mayor and Council (hereinafter sometimes referred to as "Peachtree City"), and the Peachtree City Airport Authority, and the City of Fayetteville, acting by and through its Mayor and City Council (hereinafter sometimes referred to as "Fayetteville"), and the Town of Tyrone, acting by and through its Mayor and Town Council (hereinafter sometimes referred to as "Tyrone").

WHEREAS, the County, the Development Authority of Peachtree City, the Peachtree City Airport Authority, the City of Fayetteville, and the Town of Tyrone previously entered into an agreement dated February 27, 1997, providing for the organization and governance of the Development Authority of Fayette County, Georgia, now known as the Fayette County Development Authority, a nine member board established by Fayette County; and

WHEREAS, the Development Authority of Peachtree City has become inactive and has no functioning officers; and

WHEREAS, it is the desire of the parties to the original agreement to substitute Peachtree City for the Development Authority of Peachtree City as a party thereto; and

*\* The City of Peachtree City*

WHEREAS, the County, the Peachtree City Airport Authority, Fayetteville, and Tyrone agree that it is necessary for the various development authorities and municipalities within Fayette County to work together in a coordinated effort to promote economic development within all areas of the county and for the general welfare of all the county residents; and

WHEREAS, to achieve such a united effort, the County has previously established a board of nine (9) members to constitute and govern the Fayette County Development Authority.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.

The Fayette County Development Authority will be responsible for funding economic development efforts throughout all of Fayette County, including those various municipalities contained therein and named above, to the extent it is funded by the Fayette County Board of Commissioners.

2.

In exchange for the funding efforts of the Fayette County Development Authority, the parties agree that the Fayette County Development Authority will have the right of first refusal on all projects which require financing to develop within Fayette County.

3.

Should the Fayette County Development Authority choose not to issue bonds to finance any project within a reasonable period of time, then any other municipal development authority will have the right to finance such project and issue any bonds within its own designated jurisdiction.

4.

A. The Mayor and Council of the City of Peachtree City shall appoint one (1) taxpayer residing in the City of Peachtree City to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the City of Peachtree City should activate a development authority, then the right of appointment given to the City of Peachtree City herein shall immediately lapse, and any unexpired term of the appointee of the City of Peachtree City shall immediately terminate. The initial member from Peachtree City shall serve the remainder of the unexpired term originally allocated to the Development Authority

of Peachtree City. Thereafter, all succeeding terms shall be for a period of four (4) years.

B. All parties agree that the chairman of the Peachtree City Airport Authority shall serve as a member of the Fayette County Development Authority, such membership to run concurrently with his/her tenure as chairman of the Peachtree City Airport Authority.

C. The Mayor and City Council of the City of Fayetteville shall appoint one (1) taxpayer residing in the City of Fayetteville to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the City of Fayetteville should activate a development authority, then the right of appointment given to the City of Fayetteville herein shall immediately lapse, and any unexpired term of the appointee of the City of Fayetteville shall immediately terminate.

D. The Mayor and Town Council of the Town of Tyrone shall appoint one (1) taxpayer residing in the Town of Tyrone to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the Town of Tyrone should activate a development authority, then the right of appointment given to the Town of Tyrone herein shall immediately lapse, and

any unexpired term of the appointee of the Town of Tyrone shall immediately terminate.

5.

The County shall appoint five (5) additional members to the Fayette County Development Authority for four (4)-year terms.

6.

This Agreement shall commence immediately upon its execution and shall continue in effect until any party terminates this Agreement by giving ninety (90) days prior written notice.

7.

This Agreement supersedes any and all other agreements, either oral or in writing, between the contracting parties with respect to its subject matter; no other agreement, statement, or promise between the parties hereto relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing and signed by all parties.

8.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by and construed under the laws of the State of Georgia.

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE

(SEAL)

By: \_\_\_\_\_  
ERIC DIAL, Mayor

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

PEACHTREE CITY AIRPORT  
AUTHORITY

(SEAL)

By: \_\_\_\_\_  
RICHARD WHITELEY, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

This Agreement has been executed at Fayette County, Georgia, the day and  
year first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY

(SEAL)

By: \_\_\_\_\_  
STEVE BROWN, Chairman

ATTEST:

\_\_\_\_\_  
Floyd Jones, County Clerk

MAYOR AND COUNCIL FOR THE  
CITY OF PEACHTREE CITY

(SEAL)

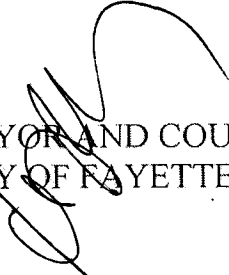
By: \_\_\_\_\_  
VANESSA FLEISCH, Mayor

ATTEST:

\_\_\_\_\_  
Betsy Tyler, City Clerk

MAYOR AND COUNCIL FOR THE  
CITY OF FAYETTEVILLE

(SEAL)

By: \_\_\_\_\_  
GREG CLIFTON, Mayor

ATTEST:

\_\_\_\_\_  
Anne Barksdale, City Clerk

## CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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TO: Mayor & Council Members  
FROM: City Manager   
DATE: April 30, 2014  
SUBJECT: Appoint Council Representative to FCDA – Mike King  
May 1, 2014, City Council Meeting

---

**Recommendation:**

That Council approve the appointment of Mike King to serve as the City representative to the Fayette County Development Authority (FCDA).

**Discussion:**

Council is considering approval of a revised Intergovernmental Agreement for appointments to the FCDA at the May 1 meeting. Under the terms of the new agreement, the Mayor and Council have one appointment to serve on the FCDA to replace the former representative of the Development Authority of Peachtree City (DAPC). However, the City Attorney has advised that, upon dissolution of the DAPC in 2011, the rights and responsibilities of the DAPC reverted to the City (state law attached). This allows Council to make the appointment under the terms of the existing Intergovernmental Agreement and until such time as the new agreement is adopted and executed by all parties.

**Budget Impact:**

This item should have no budgetary impact.

**Effective:[See Text Amendments]**

West's Code of Georgia Annotated Currentness

Title 36. Local Government

▣ Provisions Applicable to Counties and Municipal Corporations

▣ Chapter 62. Development Authorities (Refs & Annos)

→→ **§ 36-62-14. Perpetual existence; dissolution**

(a) Except as otherwise provided in this Code section, an authority created pursuant to this chapter shall have perpetual existence.

(b) If an authority does not have any outstanding unpaid bonds or bond anticipation notes, the authority may be dissolved as provided in this subsection. If the authority was activated for a single county or municipal corporation as provided in Code Section 36-62-4, the authority may be dissolved by adoption of an appropriate resolution by the governing authority of such county or municipal corporation. If the authority was activated for two or more local governments as provided in Code Section 36-62-5.1, the authority may be dissolved by the adoption of appropriate concurrent resolutions by the governing authorities of all such local governments.

(c) If an authority previously activated for a single county or municipal corporation is so dissolved, all assets and debts and rights and obligations of the former authority shall devolve to the parent county or municipal corporation. If an authority previously activated for two or more local governments is so dissolved, all assets and debts and rights and obligations of the former authority shall devolve to the parent local governments in such proportions and manner as shall be specified in the concurrent resolutions dissolving the authority.

(d) Where an authority is dissolved as provided in this Code section, it shall cease to exist as of the effective date specified in the appropriate resolution or resolutions. The dissolution of an authority, however, shall not prevent the subsequent activation of a new authority under this chapter for the same local government or local governments, in the same manner as otherwise specified in this chapter.

CREDIT(S)

Laws 2000, p. 1336, § 2.

Ga. Code Ann., § 36-62-14, GA ST § 36-62-14

Current through Acts 343 to 346 and Acts 348 to 357 of the 2014 Regular Session

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END OF DOCUMENT

**SUMNER | MEEKER**  
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET  
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750  
FACSIMILE 770-251-1770

TO: City Council  
City of Peachtree City

FROM: Theodore P. Meeker, III   
City Attorney

DATE: April 30, 2014

RE: Use of eminent domain to acquire stormwater easements at 100 Chase Court

---

Attached are a Resolution and Declarations of Taking which authorize the use of eminent domain proceedings to acquire stormwater easements for the Preston Chase project.

The owners of 100 Chase Court have agreed to the compensation for the easement, but their lenders have been non-responsive. As a result, we will need to file a "friendly" condemnation to obtain title to the easement.

The easements have been appraised, and the value will be deposited with the Court upon the filing of the Petition.

Staff has viewed the use of eminent domain as a last resort to obtain the easements. In order to proceed with this project and maintain the desired time line, acquiring the easements via this process is necessary.

TPM/kg

Resolution No. \_\_\_\_\_

ORDER AND RESOLUTION  
OF THE MAYOR AND CITY COUNCIL OF THE  
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system in the Wynnmeade Subdivision needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Wynnmeade Parkway Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

|                            |                                                                                                                                                                                                                        |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Required:                  | 100 Chase Court, <u>874.80 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A", and <u>626.80 SF</u> Temporary Construction Easements as designated on plat attached hereto as Exhibit "B" |
| Attachment:                | Exhibit "A" – permanent easement<br>Exhibit "B" – temporary easement                                                                                                                                                   |
| Owner/<br>Interested Party | MICHAEL J. SCHULTZ<br>ROWENA M. SCHULTZ<br>MORTGAGE ELECTRONIC REGISTRATION<br>SYSTEMS, INC.<br>FIRST HORIZON HOME LOAN CORP.                                                                                          |

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file

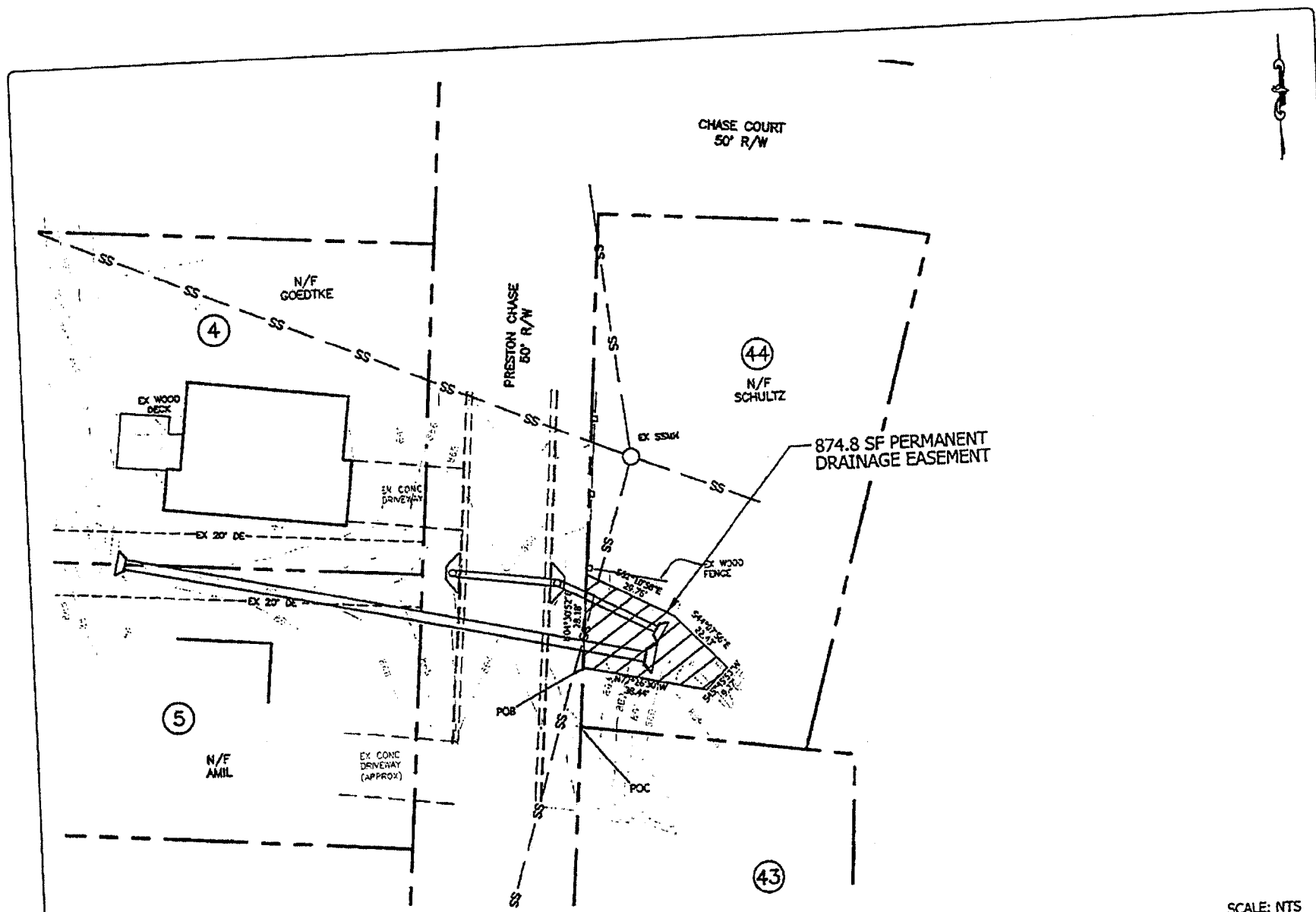
condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Betsy Tyler, City Clerk

\_\_\_\_\_  
Vanessa Fleisch, Mayor

EXHIBIT A



**INTEGRATED**  
Science & Engineering

1000 W. 10th Street, Suite 100  
Des Moines, IA 50319  
515.281.1234

EASEMENT EXHIBIT  
FOR  
306 PRESTON CHASE  
DRAINAGE IMPROVEMENTS

| NO. | REVISION | DATE |
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SCALE: NTS

LOT 44  
EXHIBIT A

010918.67

MRN RG

AUGUST 2009

CHASE COURT  
50' R/W

4

PRESTON CHASE  
50' R/W

44

N/F  
SCHULTZ

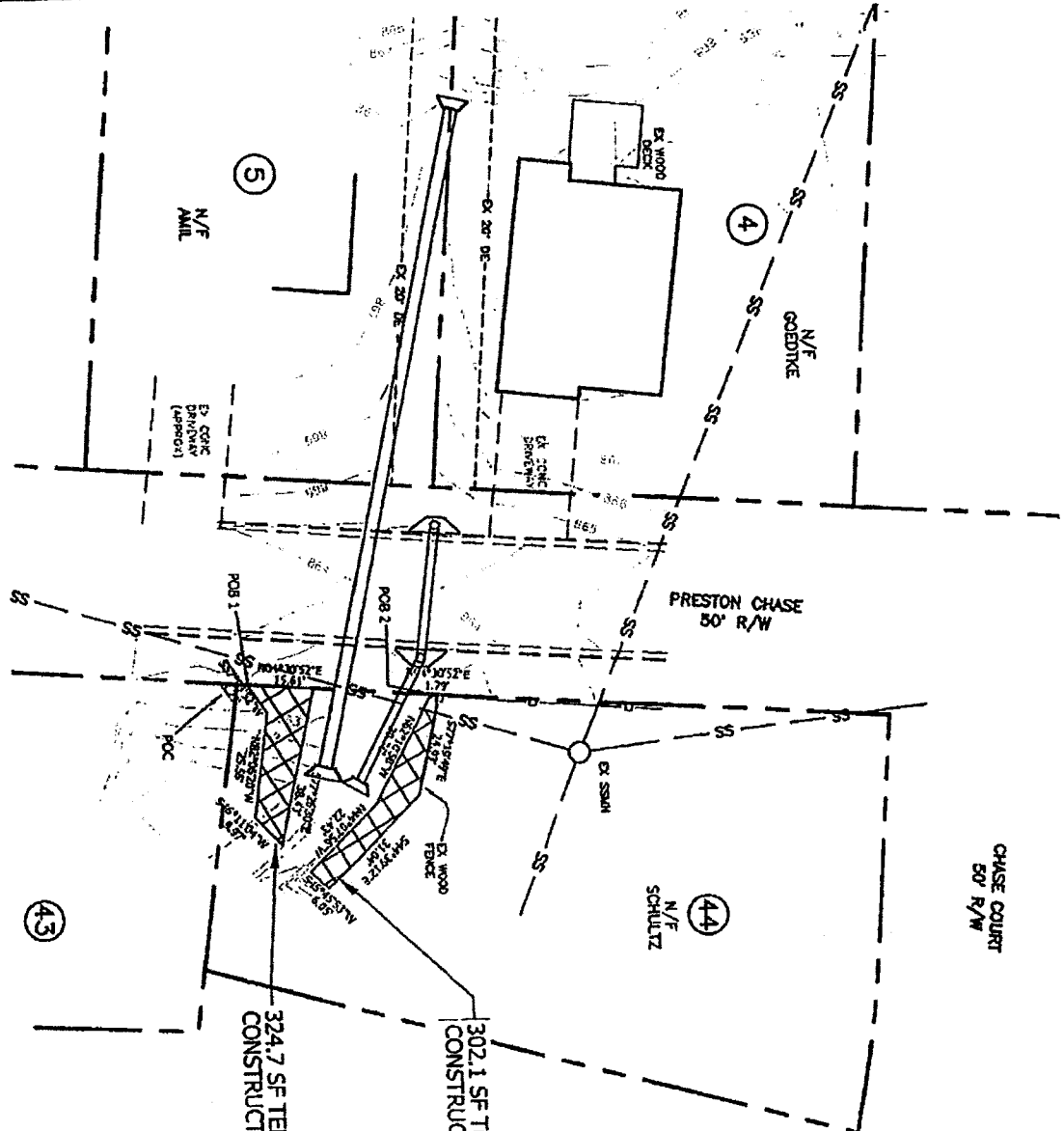
5

N/F  
AMIT

45

324.7 SF TEMPORARY  
CONSTRUCTION EASEMENT (#1)

302.1 SF TEMPORARY  
CONSTRUCTION EASEMENT (#2)



**INTEGRATED**  
Science &  
Engineering

EASEMENT EXHIBIT  
FOR  
306 PRESTON CHASE  
DRAINAGE IMPROVEMENTS



| NO. | REVISION | DATE     |
|-----|----------|----------|
| 1   | ISSUED   | 10/15/07 |
| 2   | REVISED  | 11/15/07 |
| 3   | REVISED  | 12/15/07 |
| 4   | REVISED  | 01/15/08 |
| 5   | REVISED  | 02/15/08 |
| 6   | REVISED  | 03/15/08 |
| 7   | REVISED  | 04/15/08 |
| 8   | REVISED  | 05/15/08 |
| 9   | REVISED  | 06/15/08 |
| 10  | REVISED  | 07/15/08 |

LOT 44  
EXHIBIT B

SCALE: NTS

|      |          |
|------|----------|
| DATE | 01/05/07 |
| BY   | EC       |
| DATE | 11/05/07 |

EXHIBIT B

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing \_\_\_\_\_ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, as same applied to the tract or parcel of land described in said \_\_\_\_\_ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Betsy Tyler, City Clerk  
City of Peachtree City, Georgia

**DECLARATION OF TAKING  
113 Wynnmeade Parkway  
CITY OF PEACHTREE CITY, GEORGIA  
WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted \_\_\_\_\_, 2014, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 100 Chase Court on Construction Plans for 306 PRESTON CHASE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc. dated August, 2009, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$848.00 to be made to the property owner of record, Michael J. Schultz and Rowena M. Schultz, and other holders of legal interests therein as shown by an examination of record title. The Sims have agreed to such amount but the other interested parties, Mortgage Electronic Registration Systems, Inc. and First Horizon Home Loan Corporation, have not responded.

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted \_\_\_\_\_, 2014, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 874.80 sq. ft.), together with temporary construction easements (having an area of 626.80 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$848.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

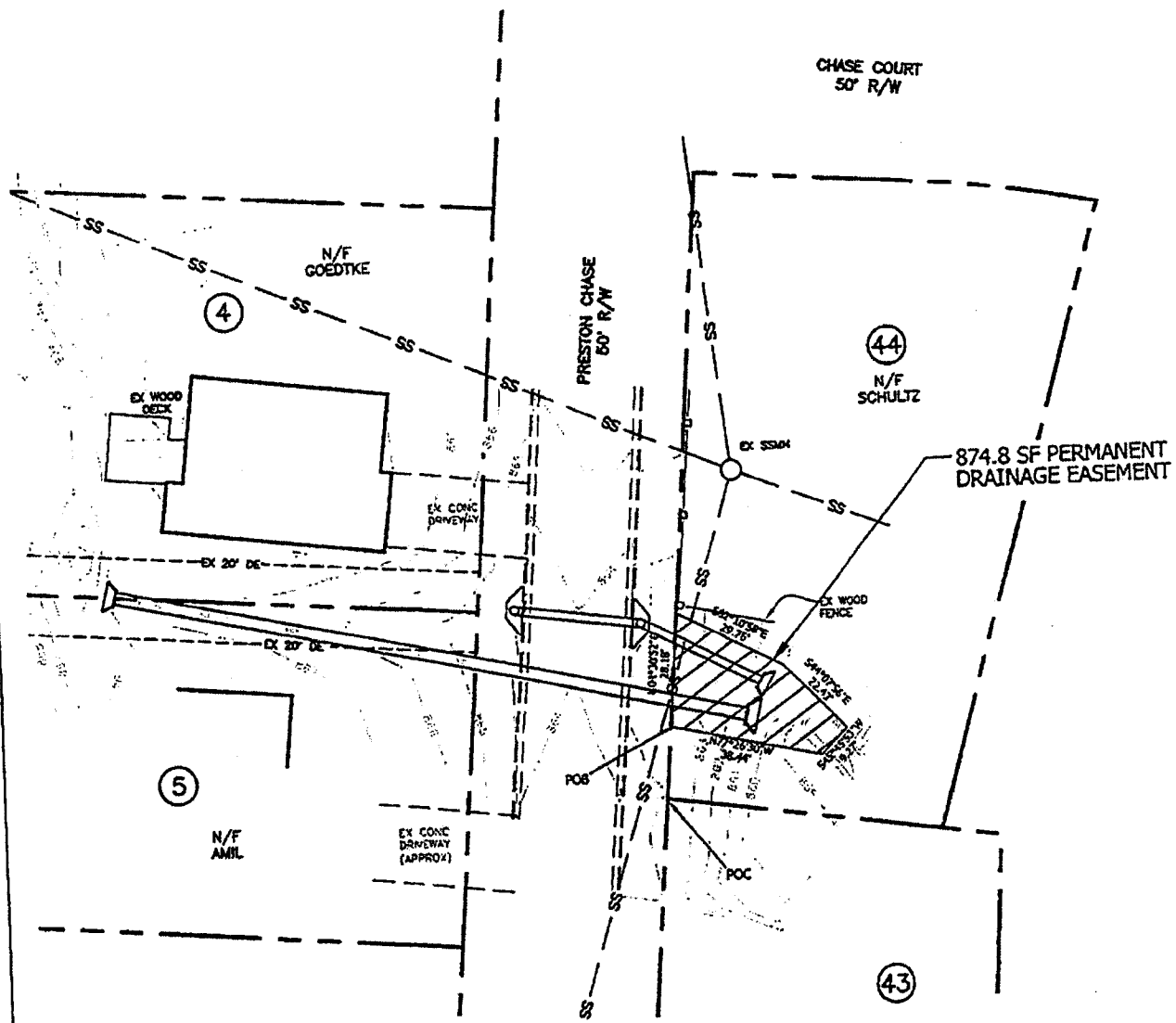
CITY OF PEACHTREE CITY, GEORGIA

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

Attest: \_\_\_\_\_  
Ann E. Tyler, City Clerk

(SEAL)

EXHIBIT A



EASEMENT EXHIBIT  
FOR  
306 PRESTON CHASE  
DRAINAGE IMPROVEMENTS

| NO. | REVISION | DATE |
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SCALE: NTS

LOT 44  
EXHIBIT A

|             |    |
|-------------|----|
| 0109187     |    |
| MSH         | RG |
| AUGUST 2009 |    |



EASEMENT EXHIBIT  
FOR  
306 PRESTON CHASE  
DRAINAGE IMPROVEMENTS

| NO. | REVISION | DATE   |
|-----|----------|--------|
| 1   | ISSUED   | 8/1/00 |
| 2   | REVISED  | 8/1/00 |
| 3   | REVISED  | 8/1/00 |
| 4   | REVISED  | 8/1/00 |
| 5   | REVISED  | 8/1/00 |
| 6   | REVISED  | 8/1/00 |
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| 8   | REVISED  | 8/1/00 |
| 9   | REVISED  | 8/1/00 |
| 10  | REVISED  | 8/1/00 |

LOT 44  
EXHIBIT B

DATE  
AUGUST 2000

SCALE: NTS

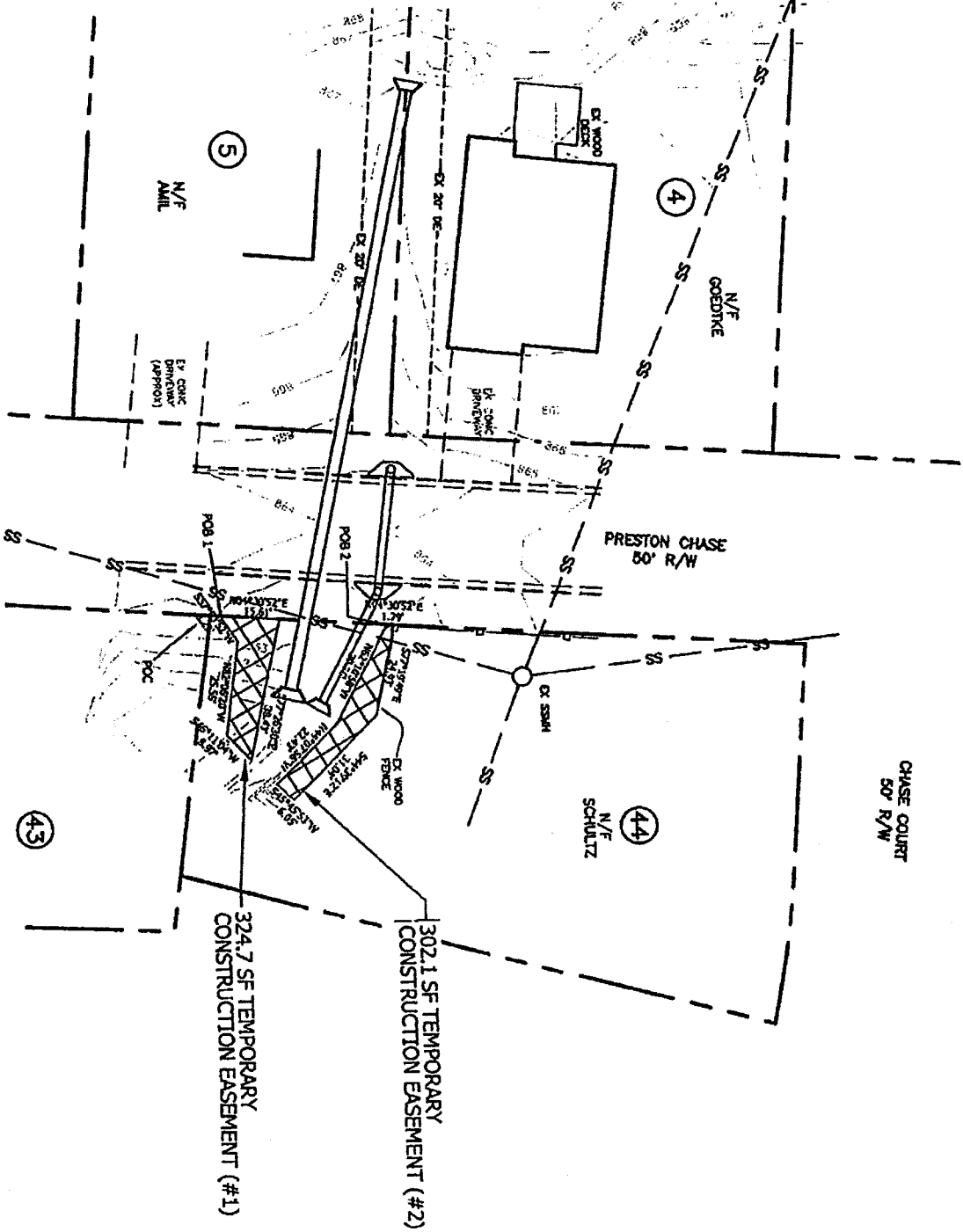


EXHIBIT A

State of Georgia,

County of Fayette

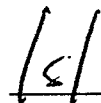
APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 100 Chase Court of the PRESTON CHASE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated August, 2009, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$848.00.

FURTHER AFFIANT SAYETH NOT.



Michael H. Biggers, Appraiser

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT B

**City Council of Peachtree City**  
**Agenda**  
**May 1, 2014**  
**7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**  
**Proclamation for National Bike Month**  
**Proclamation for Armed Forces Day**
- IV. 10-Minute Talk**  
**Wendy Maguire, Executive Director, Pedal for Pets**
- V. Public Comment**
- VI. Agenda Changes**
- VII. Minutes**  
**April 17, 2014, Regular Meeting Minutes**
- VIII. Consent Agenda**
  - 1. Consider Tot Lot Lease Agreement with Sequoia Golf LLC**
  - 2. Consider Elimination/Replacement of Two (2) Positions in Community Services Division**
  - 3. Consider Amendments to the Alcoholic Beverage Ordinance**
- IX. Old Agenda Items**
- X. New Agenda Items**  
**05-14-01 Consider/Discuss List of Projects for Public Facilities Bond**
- XI. Council/Staff Topics**  
**Hot Topics Update**
- XII. Executive Session**

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

**City Council of Peachtree City**  
**Meeting Minutes**  
**April 17, 2014**  
**7:00 p.m.**

The Mayor and Council of Peachtree City met on Thursday, April 17, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Mike King, and Kim Learnard. Eric Imker was out of town.

**Announcements, Awards, Special Recognition**

Mayor Fleisch proclaimed the week of April 27 as Paint the Town Purple Week in recognition of the American Cancer Society's (ACS) Bark for Life on April 27 and the Relay For Life Walk on May 3. Debi and Shannon Heaton accepted the proclamation for the local ACS office. Fleisch presented a proclamation to Bob Grove and Mike Bosma of the Dixie Wing of the Commemorative Air Force recognizing World War II Heritage Days on April 27 – 28.

Will Harbin of the Fire Department was recognized for 15 years of service to the City. Police Capt. Stan Pye was recognized as Supervisor of the Quarter.

Mayor Fleisch read the following statement in support of the Peachtree City Fire Department:

*I asked for this item to be added to the agenda following some recent discussions about the possible consolidation of area fire departments so that we, the Mayor and Council of Peachtree City, can express our support for the Peachtree City Fire Department and the current levels of service it provides our community. We wanted to take this moment to reaffirm that support and to confirm to both the department and to the citizens of this City that consolidation is not a topic of conversation with this Mayor and Council.*

**Minutes**

**April 3, 2014, Regular Meeting Minutes**

Learnard moved to approve the April 3, 2014, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

**Monthly Reports**

Fleisch noted there was a revised report from Administrative Services on the dais, along with the Recreation Report. There were no comments on the Monthly Reports.

**Consent Agenda**

- 1. Consider Amendment to Land Development Ordinance – Sign Post Materials**
- 2. Consider Employee Holiday & Council Meeting Calendar**
- 3. Consider Acceptance of GEMA Grant – Fire Department**
- 4. Consider Acceptance of GEMA Grant – Police Department**
- 5. Consider Agreement with KPTCB**

Learnard moved to remove Consent Agenda item 1. Ernst seconded. Motion carried unanimously.

Learnard moved to approve Consent Agenda items 2 – 5. King seconded. Motion carried unanimously.

**Consent Agenda 1. Consider Amendment to Land Development Ordinance – Sign Post Materials**

Learnard reported she had received a communication from a resident who was concerned about the silver backs on the new signs rather than the subdued brown-backed signs, so she

drove around the City to look at the signs. Learnard agreed the brown-backed signs were more park-like and lent a certain "something" to the community, asking City Manager Jim Pennington to clarify what was in the proposed amendment to the ordinance.

Pennington said he had also communicated with the same resident and agreed, saying the purpose of the ordinance amendment changed the references to wooden sign posts to aluminum posts, since wood was no longer used. The back of the signs could be painted. The painting had been stopped because it was not cost effective, but he had spoken to Jon Rorie, the interim director of Public Services, and it would only cost a few dollars to paint the backs of the signs. However, Pennington pointed out that the City could not change the signs on the state highways since those did not belong to the City.

Learnard clarified that approving the ordinance amendment did not take away to option to have the brown-backed signs.

Fleisch asked if Council should approve the ordinance as written and whether anything else should be done to ensure the signs were brown-backed. Pennington said that painting the back of the signs brown was simply an administrative decision. He continued that, per the Manual on Uniform Traffic Control Devices (MUTCD), the reflectability of signs had to be measured at certain times. A sticker was placed on the back of each sign that had the expiration date of each sign written on it. The stickers would not go on until the back of the sign was painted.

Ernst moved to approve Consent Agenda item "1. Consider Amendment to Land Development Ordinance – Sign Post Materials." Learnard seconded. Motion carried unanimously.

#### **Old Agenda Items**

##### **04-14-03      Public Hearing – Consider Lifting Moratorium on Multi-Family Housing for Proposed Assisted Living Facility, Lexington Circle Tract**

Planning & Zoning Administrator David Rast addressed Council, noting the request to lift the moratorium was from the LaSalle Group for a 4.7-acre tract in Lexington Circle at the corner of Walt Banks Road and SR 54. The applicant had proposed an assisted living facility for the site, and a representative of the company had contacted the City approximately six weeks prior to the meeting. Rast said staff had looked at the Limited Use Commercial-16 (LUC-16) zoning for Lexington Circle and the development agreement. Some discrepancies had been found between the ordinance and the development agreement. It appeared the approval of the development agreement had not followed the zoning procedures law. There was nothing in the minutes showing a vote by City Council to approve the development agreement had been taken, had been heard in public meetings, or was properly advertised.

Rast continued staff would like to continue working with the applicant, but staff would also work on clarifying the inconsistencies in the LUC-16 ordinance and in the development agreement. The development agreement had been recorded with Fayette County, and staff had followed the development agreement and the conditions it contained since it was adopted in 2001 under the assumption it had all been done according to the zoning procedures law. Rast continued that staff could not recommend whether Council should lift the moratorium or not. Moving forward, staff would make the ordinance and development agreement consistent, bringing the ordinance back to Council on May 15.

Ilde Robles, the LaSalle Group representative, said his company was a family-owned assisted living facility company out of Texas. The company had been considering Peachtree

City as a location for a long time. He continued that their product focused on memory care only, and the proposed one-story facility would house 54 residents. They had spent a great deal of time looking for a location.

Fleisch opened the public hearing.

Diane Newton, executive director of Ashley Glen Senior Living and Memory Care, told Council their facility had opened its doors 16 years ago. Located on Prime Point behind McIntosh High School, Newton said they were concerned about traffic congestion a new facility would bring with three shifts of staff, volunteers, and families coming and going. The area already had multi-family residences, single family homes, and commercial business. As a result, it was full of cars, buses, and golf carts. Ashley Glen found emergency response to be tremendous when they called 911, and she could not imagine how horrible it would be if emergency personnel could not get to the new facility or to theirs because of the congestion. Walt Banks was a two-lane road that was heavily travelled since it connected SR 54 and Peachtree Parkway, and the traffic on SR 54 was also a concern. Newton continued that 158 new assisted living beds had been added in Fayette County in the last year, and 84 of those beds were for memory care or Alzheimer's care. Only one-third of those new beds were occupied. The existing assisted living facilities were having occupancy challenges, and some were only at 77% occupancy. She believed the business mix in the area was wrong. Newton urged Council and the Planning Commission to reject the proposal to lift the multi-family housing moratorium.

The public hearing closed.

King asked how many assisted living facilities were located in the City. Rast said Arbor Terrace (formerly Towne Club) had changed some of its apartment homes into assisted living. Somerby had 74 assisted living beds, and 22 were memory care beds. Ashley Glen had 69 assisted living beds, and 18 were memory care. There were several independent living choices for seniors, but there were not a tremendous number of memory care options.

King asked Robles why his company was interested in this location. Robles said the City fit their model demographic well. They had facilities in Sugar Loaf and Woodstock, and another would open soon in Stockbridge. They specialized in memory care, and their residents tended to be in the later stages of their particular issue. They had an assisted living license versus the other types of licenses other facilities might have. King asked if the proximity of McIntosh High School and its activities would pose a problem. Robles said the construction of the building would take care of the noise. Everything had been taken into consideration.

Learnard said she had asked staff for some numbers, saying there were 1,908 age-targeted units for seniors in the community, including age-targeted subdivisions, senior apartments, nursing homes, assisted living, and duplexes. There was a plethora of options that totaled approximately 15% of the total number of housing units in the City. She did not have a comparison with other Class B cities. There was zoning for a reason, so there would be pockets of areas that complemented each other, but this location flew in the face of the zoning in the area. She did not understand why a memory care facility would want to locate on a main highway, and she did not think it was a good location for the facility.

Learnard continued that, according to the County-wide visioning effort, the housing trend for seniors was not sustainable. It was imperative for the County to attract younger families to rejuvenate the area and repopulate the schools. She did not think this project was the right thing at this time.

Ernst moved to deny agenda item "04-14-03 Consider Lifting Moratorium on Multi-Family Housing for Proposed Assisted Living Facility, Lexington Circle Tract." King seconded. Motion carried unanimously.

#### **New Agenda Items**

##### **04-14-06      Public Hearing – Consider Adoption of Transmittal Resolution Authorizing Staff to Forward 2014 Partial Plan Update to ARC**

Rast said this was a procedural item, explaining it pertained to a document that must be submitted to the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA) each year to stay in compliance with the Georgia Planning Act. An update to the Short Term Work Program (STWP), Capital Improvements Element (CIE), and annual Impact Fee financial report would be submitted. The transmittal resolution allowed staff to send the information to the state agencies for review. When the updates came back, staff would come back to Council for a formal adoption of the updates, probably in late May or early June. Rast asked Council authorize the Mayor to sign the transmittal resolution so the information could be sent to the ARC and DCA.

Fleisch opened the public hearing. No one spoke. The public hearing closed.

Learnard move to approve the New Agenda Item "01-14-06 Consider Adoption of the Transmittal Resolution Authorizing Staff to Forward the 2014 Partial Plan Update to the ARC." King seconded. Motion carried unanimously.

##### **04-14-07      Consider Revisions and Updates to City's Impact Fee Program**

Pennington said staff had looked at examining the Impact Fee Ordinance because there were two major projects on the horizon, The Oaks and the potential Wieland development, and the ordinance had not been updated since 2009. Things had changed since 2009, and where the impact fees needed to go then was not where the fees were needed today. The City had met all the standards it could meet for recreation programming and had exceeded the standards for the Library. Staff believed a new study should be done, and looked at Ross+associates, the company that had done the 2009 study. Two other contractors were recommended by the ARC, who were essentially nonresponsive, and Ross+associates had submitted a proposal.

Community Services/Interim Public Services Director Jon Rorie said the current plan required the City to identify public facilities that needed improvements based on future growth. When the update was done in 2009, it was based on build out populations. As growth occurred, the City assessed and received the impact fees to address the demand placed on public facilities. The current plan included police services, fire services, Library, and parks and recreation. Rorie said, under police services, the need for additional square footage for the building was identified based on a build out population of 38,000 – 40,000 people. The Library was receiving impact fees to increase circulation materials, and the Library already exceeded the benchmark from the 2009 update. Additional fees were being collected to build additional pools, ballfields, and other recreation facilities.

Rorie continued that, moving forward, the City needed to look at the future projects to see where it fit in the standard. The changing demographics in the community needed to be considered. The review and revisions in 2009 were based on a different set of forecasting assumptions than what the reality was now. Rorie noted that Ross+associates provided 95% of the impact fee methodology reports and revisions for CIE in the state. A specialist was needed to do the work. They were familiar with the City's past process and the data collection.

Rorie said staff's recommendation was to take the Library and parks and recreation off the list, replacing them with streets and cart paths. It was time to move forward with the update.

Fleisch asked how long it would take. Rorie said it should be completed by December, and the timeline was laid out to complete it by that time. Fleisch asked if any of the work was done inhouse in 2009. Rorie said it was done by the same firm. There were strict guidelines in place that had to be followed.

Fleisch asked how The Gates project would be affected if the impact fees changed. City Attorney Ted Meeker said the development agreement did not address the impact fee rates, only that they would have to pay the applicable fees. If the fees changed in December, then the developer would pay the reduced rate for any permits pulled after that change took effect.

King asked Rorie if he was comfortable with this company doing the work since it was a sole source contract. Rorie said he was. There were not many companies that could provide the specialized service needed.

King moved to approve agenda item "04-14-07 Consider Revisions and Updates to City's Impact Fee Program" for an amount not to exceed \$21,200. Learnard seconded. Motion carried unanimously.

**04-14-08      Consider Use of Eminent Domain to Acquire Stormwater Easements at 110 Wynnmeade, 113 Wynnmeade, and 301 Glen View Drive**

Meeker said there were three different resolutions for Council's consideration. Two would not be necessary except that the lender would not respond to the City's inquiries to sign off. There was an agreement with the property owners, so the City would have to go through the process to affect title. The third property owner had not responded. Staff would like to acquire the easements in order to proceed with the project in Wynnmeade.

King moved to approve the use of eminent domain to acquire stormwater easements at 110 Wynnmeade, 113 Wynnmeade, and 301 Glen View Drive, agenda item 04-14-08. Ernst seconded. Motion carried unanimously.

**Council/Staff Topics**

Pennington notified Council that World Airways had closed. An analysis would be done on the effect of the closing on the City.

The contract for the employee pay study had been executed, and Pennington said he hoped to have the results by late summer.

Pennington continued there had been a number of comments regarding the Battery Way dock, which had been taken down. The dock would be rebuilt. The contract had been authorized by Council, and it was being manufactured. However, the level of Lake Peachtree would need to rise prior to installing the dock. The pilings had to go down 20 feet to support the dock. At this time, there was no date set for the construction. The Fayette County Water System was doing what was needed to make repairs to the spillway, which had to be taken care of before putting water back into the lake. A series of meetings were scheduled the next week that might give a better idea of a timeline.

Ernst asked if there would be any issues with the upcoming triathlons, since Lake Peachtree was used for the swimming portion. Pennington said there were three triathlons scheduled, and

there were three lakes located in the City. The City owned Lake Peachtree, and the County owned Lakes Kedron and McIntosh, which were reservoirs and were not permitted for swimming. A special permit would be needed from the state for the County's lakes. The first triathlon had cleared that hurdle, and it would be moved to Lake McIntosh. Staff hoped Lake Peachtree would be refilled before the other events.

Fleisch reported that Student Government Day had been held that day at City Hall, adding the students were great.

Pennington said Council Member Eric Imker had suggested putting together a calendar with all the events going on in the City listed. There was not a unified calendar with everything on it, and his office was working on one.

Staff would have a list of potential projects for another Facilities bond next month. The list had been narrowed down, and time was closing in on getting things done.

Learnard said she wanted to make some clarifications regarding the recent headlines involving the Fayette County Development Authority (FCDA) to ensure everyone was on the same page. She noted that the bond issuance the FCDA backed for Pinewood Studios was not unusual as suggested by the headlines, adding that was what a development authority did. It was called real estate tax abatements, which were standard and within a development authority's powers. Other bonds issued in 2013 included Calpis, IPN, Universal Environmental Services, and two Pinewood bonds. Bonds had been issued for Sany and Cooper Lighting. One Pinewood bond was for the 288 acres of property for \$45 million and one for \$7 million for the 30-acre Rivers Elementary School property. The 288 acres had been agricultural and brought in \$10,000 per year in property taxes, and the school property did not provide much tax revenue. Matt Forshee, president of the FCDA, noted that Pinewood Studios would pay \$89,500 in property taxes and sales taxes and \$37,350 in school taxes beginning in 2014. At year five, the property taxes would be \$310,000 and school taxes would be \$4000. In year 10, property taxes would be \$500,000, and the school system would receive more than \$935,000. The figures took the tax abatements into account.

Learnard addressed the communications issues the County's Commission chair had alluded to in recent news articles, saying the FCDA had met monthly for decades. The meetings and records were open to the public, and she and Fleisch had attended the meetings. The FCDA was a board of nine people, five chosen by the County who served four-year terms. Four of those terms ended this month, and the County had replaced all four people. The City's seat was still "on the record books" as the representative from the Development Authority of Peachtree City (DAPC), which was disbanded in 2012. It would have been difficult to correct that with the former mayor, but with the current mayor, things were well on their way.

Learnard continued that, per the rumor mill, the fifth County appointee, whose term was not up, the chairman, and the Fayetteville representative were pressured to resign. The County Commission chairman also asked the Peachtree City Airport Authority (PCAA) to give up its seat, which was not something the County Commission had jurisdiction over. Every member of the FDCA with the exception of the PCAA member and the Tyrone member were gone. Decades-long relationships and 50 years of experience were gone. Mayor Fleisch had handled the situation with smarts and grace, explaining at the last County Commission meeting why the City needed a City-appointed representative and why the PCAA needed a representative. The entities that were part of the FCDA were bound by the intergovernmental agreement, and any entity could issue a 90-day letter if they wished to dissolve the agreement. Learnard said she

hoped that would not happen, but she also had not imagined that the FCDA would be decimated after so many positive successes. Thanks to the now-past members of the FCDA, the County had a solid history, and she thanked them all.

King moved to convene in executive session to discuss pending or threatened litigation and personnel at 8:02 p.m. Ernst seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 8:28 p.m. King seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting. King seconded. Motion carried unanimously. The meeting adjourned at 8:29 p.m.

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Pamela Dufresne, Deputy City Clerk

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Vanessa Fleisch, Mayor

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**VIA:** City Manager   
Community Services Director  JR (b7)

**FROM:** City Clerk 

**DATE:** April 24, 2014

**SUBJECT:** Consider Braelinn Tot Lot Lease Agreement with Sequoia Golf  
May 1, City Council Meeting

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### **Recommendation:**

That Council approve the attached lease agreement with Sequoia Golf LLC for the Braelinn Tot Lot.

### **Discussion:**

In 1993, the City entered into a lease agreement with Patten Seed Company, the former owner of the Braelinn Golf Course, for the City-managed tot lot off Braelinn Road. The agreement transferred to Sequoia Golf when they purchased the golf course.

The agreement has expired and the attached lease renews the agreement under substantially similar conditions. Language reflecting the City's current standard for such agreements has been added, and the lease expires and automatically renews each year unless notice is provided by either party. The City does not pay for this lease, and agrees to limit its use of the property to a tot lot or recreational purpose as defined by state law.

The City Attorney has reviewed the agreement and the changes have been accepted by Sequoia Golf.

### **Budget Impact:**

This item should have no budgetary impact.

**"TOT LOT" LEASE AGREEMENT  
BETWEEN SEQUOIA GOLF LLC AND THE CITY OF PEACHTREE CITY, GEORGIA**

WHEREAS, the City of Peachtree City ("Peachtree City") and the Patten Seed Company entered into that certain lease agreement dated May 25, 1993 (the "1993 Lease"), pursuant to which Peachtree City leased and operated the property identified in said agreement as a "tot lot" for the recreation of young children (such property hereinafter identified in this agreement as the "Tot Lot Property"); and

WHEREAS, Sequoia Golf LLC ("Sequoia Golf") is the present owner of the Tot Lot Property, having purchased said property from the Patten Seed Company; and

WHEREAS, Sequoia Golf and Peachtree City have continued the above-described lease arrangement under the same terms and conditions of the 1993 Lease, and Peachtree City has operated the Tot Lot Property as a "tot lot" since the 1993 Lease and continuing to the present; and

WHEREAS, Sequoia Golf and Peachtree City desire to enter into this agreement (the "Lease Agreement") pursuant to which Peachtree City will continue to lease and operate the Tot Lot Property as a "tot lot" for the recreation of young children;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration and the mutual covenants and agreements hereinafter contained, the parties hereto mutually covenant and agree with each other as follows:

1. Sequoia Golf hereby leases to Peachtree City the Tot Lot Property for the purpose of operating a recreational tot lot. Sequoia Golf shall remain the owner of all of the Tot Lot Property. The Tot Lot Property is more particularly described on Exhibit A hereto.
2. Term. Peachtree City shall have and hold the Tot Lot Property beginning on May 1, 2014 and shall expire on December 31, 2014; providing however that this Lease Agreement shall automatically renew itself without any further action of the parties for successive one-year terms beginning January 1 and ending on December 31 of each succeeding year unless either party provides written notice to the other party of its intention to not renew this Lease Agreement at least ninety (90) days prior to any expiration of the original term or any successive renewal term.
  - a. Early Termination. Without limitation as to other remedies that may be available at law or equity, either party may terminate this Lease Agreement sooner than the expiration of the initial or any renewal term should the other party default in any of the promises or covenants made in this Lease Agreement. Provided, however, that prior to such early termination, the party alleging a breach of this Lease Agreement shall give notice of such default, and if the other party does not cure any such default within ten (10) days, then the party claiming breach may terminate this Lease Agreement on not less than thirty (30) days' additional notice. No failure to enforce any term of this Lease Agreement shall be deemed a waiver.
3. Use of the Tot Lot Property. The Tot Lot Property shall be used for a recreational area for young children and no other purposes other than recreational purposes under the Georgia

Recreational Property Act. The Tot Lot Property shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass.

4. Abandonment of the Tot Lot Property. Peachtree City agrees not to abandon or vacate the Tot Lot Property during the period of this Lease Agreement or any renewal thereof and agrees to use the Tot Lot Property for the purposes herein leased until the expiration hereof.
5. Indemnity and Release. To the extent permitted by Georgia law, Peachtree City agrees to indemnify, defend, and hold harmless Sequoia Golf LLC, its parent and subsidiary entities, and its and their officers, employees, agents, and insurers from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Tot Lot Property, whether brought by the person claiming injury or someone else, and whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of Sequoia Golf, its officers, or its employees, or from any other cause whatsoever. To the extent permitted by Georgia law, Peachtree City further expressly exempts and releases Sequoia Golf LLC, its parent and subsidiary entities, and its and their officers, employees, agents, and insurers from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Peachtree City may incur as a result of its use of the Tot Lot Property, whether any such liability, claims, and demands result from the act, omission, or negligence of Sequoia Golf, or from any other cause whatsoever.
6. Maintenance and Upkeep. Peachtree City shall maintain and properly attend to the needs of the Tot Lot Property. Sequoia Golf has no duty to inspect the Tot Lot Property; rather, Peachtree City has full responsibility of keeping the Tot Lot Property in a safe and orderly manner.
7. Adjacent Property. Peachtree City shall not impose on Sequoia Golf or its successors in title any greater restrictions on the adjacent property owned by Sequoia Golf because of the existence of this tot lot. This right shall include, but not be limited to, the right to burn debris on the adjacent property as long as such outdoor burning is permitted by law inside the city limits of Peachtree City.
8. Fence. Peachtree City shall, at its own expense, maintain a fence on the tot lot so that small children will be prevented from wandering away from the Tot Lot Property.
9. No Estate in Land. This Lease Agreement shall create the relationship of landlord and tenant between the parties hereto and no estate shall pass out of Sequoia Golf. Peachtree City has only a usufruct which is not subject to levy and is not assignable by Peachtree City except by Sequoia Golf's consent.
10. Right to Close. Peachtree City shall have the right to close to the public any or all parts of the improvements or any other portion of the Tot Lot Property if Peachtree City believes that any portion of the improvements of real property pose a danger to the safety, health or welfare of the public.

11. Notice. Notice to the parties herein shall be by certified mail as follows:

Peachtree City  
Attn: City Manager  
151 Willowbend Road  
Peachtree City, Georgia 30269

Sequoia Golf LLC  
Mr. Tim Dunlap  
1955 Highway 34 East  
Newnan, Georgia 30265

The parties may change their notice designee and/or address by written notice to the other party.

12. Law Governing. This Agreement shall be governed by the laws of the State of Georgia.

13. Severability. If any portion or paragraph of this Agreement shall be held to be invalid or illegal, it is the intent of the parties that all remaining portions of this Agreement shall remain binding between the parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and binding on both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates indicated below.

**CITY OF PEACHTREE CITY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

**SEQUOIA GOLF LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

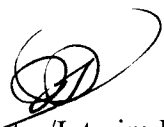
\_\_\_\_\_  
Witness

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** Dr. James Pennington, City Manager   
Jon Rorie, Community Services Director/Interim Public Services Director   
Paul Salvatore, Financial Services Director 

**FROM:** Ellece Brown, Director, HR & Risk Management 

**DATE:** April 24, 2014

**SUBJECT:** Consider Elimination/Replacement of Two (2) Positions in Community Services Division  
May 1, 2014, City Council Meeting

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### Recommendation

Staff recommends eliminating/replacing the following positions within the Community Services Division:

#### Current Position/Grade

Planning & Zoning Administrator  
Salary Grade 285  
Min. \$56,530; Max. \$91,032

Planning Coordinator  
Salary Grade 278  
Min. \$40,007; Max. \$64,424

#### Proposed Position/Grade

Planning and Development Director  
Salary Grade 289  
Min. \$68,875; Max. \$110,911

Senior Planner  
Salary Grade 283  
Min. \$51,212; Max. \$82,467

### Discussion

There is a need to change the Planning and Zoning Administrator position to Planning and Development Director over the Planning and Zoning Department, as well as the Building Department. The expectation is that the position will provide a much needed leadership role and will provide increased direction on the activities of these departments. The title change will increase the likelihood that we can draw prospective employees with strong leadership, management, and planning and development backgrounds when recruiting. The new Planning and Development Director job description is attached.

In addition, staff is recommending that Council replace the Planning Coordinator position with a Senior Planner position. A higher level position requiring more experience and knowledge in the planning and development function is needed. Under the direction of the Planning and Development Director, this Senior Planner position will be responsible for providing planning for short-range (current planning) and long-range (future land use) plans including reviewing and analyzing zoning requests, site plans, lighting plans, and design review. This position will manage complex planning studies and development applications, as well as reviewing consultant proposals, etc. A comprehensive job description is attached for your review. The Senior Planner position will be placed in salary grade level 283 and will not result in additional headcount.

### **Budget Impact**

The budget impact for making these requested changes in positions is approximately \$22,969 in FY 14 (5 months) with an approximate annual impact of \$55,126. The amount required for these changes can be absorbed in the General Fund through savings of vacant positions (i.e. Public Service Director).

## **THE CITY OF PEACHTREE CITY**

### **JOB DESCRIPTION**

|                               |                                                        |
|-------------------------------|--------------------------------------------------------|
| <b>Title:</b>                 | <b>Planning and Development Director</b>               |
| <b>Division:</b>              | <b>Community Services Division</b>                     |
| <b>Department:</b>            | <b>Planning</b>                                        |
| <b>Job Code:</b>              | <b>312</b>                                             |
| <b>Level:</b>                 | <b>289</b>                                             |
| <b>Eligible for Overtime:</b> | <b>No</b>                                              |
| <b>Reports To:</b>            | <b>City Manager</b>                                    |
| <b>Prepared By:</b>           | <b>Director, Human Resources &amp; Risk Management</b> |
| <b>Prepared Date:</b>         | <b>April 22, 2014</b>                                  |

#### **I. POSITION SUMMARY**

Under the general direction of the City Manager, this position is responsible for planning, organizing, administering, and directing the activities of the City of Peachtree City's Planning and Zoning Department and the Building Department. Others may be assigned by the City Manager in order to provide highly responsible professional, community-oriented, and effective staff assistance and services.

#### **II. ESSENTIAL DUTIES**

- Provides overall direction to all employees.
- Oversees the recruitment, employment, evaluation, and release of staff and contract personnel with direct supervision of the following positions: Senior Planner, Administrative Assistant, Permits Technician, and Contract Personnel.
- Develops plans, and implements goals and objectives of the Division and its departments and the City; recommends and administers policies and procedures.
- Resolves work problems and interprets administrative policies to subordinates, other divisions, departments, and the public.
- Prepares comprehensive written reports for department action or other City Boards and Commissions; makes oral presentations to same; and prepares annual reports required for State or Federal agencies or other interested parties.
- Responds to citizen inquiries and complaints, provides information about City-related events and activities, and takes appropriate remedial action to rectify concerns.
- Attends and participates in meetings and conferences with City Boards and Commissions, the City Council, Division Directors, public officials, and professional organizations; and the county, regional, and State agencies regarding matters relating to areas of assigned responsibilities.
- Prepares and administers the annual operating budget; continually reviews and evaluates the staffing, equipment, materials, and supply needs of the division; and administers approved budget and recommends needed adjustments.

- Serves as a member of the City's senior management team; provides information and recommendations regarding operations; and assists in making decisions related to all facets of municipal government.
- Recommends for employment, trains, and evaluates personnel; establishes and monitors employee performance objectives; prepares and presents employee performance evaluations; provides or coordinates staff training; works with employees to correct deficiencies; and implements discipline and termination procedures when necessary.
- Promotes and maintains safety in the workplace.
- Analyzes the needs of the community in relation to the services provided by the Division and makes recommendations for changes when applicable.
- Analyzes the effectiveness of and makes recommendations for changes in procedures.
- Establishes and maintains effective working relationships with elected officials, supervisors, co-workers, other divisions, outside agencies, business and community groups, contractors, and the public.
- Prioritizes workload of self and others and exercises sound judgment within established procedural guidelines.
- Attends professional development training that will enhance the operations of the Division and overall improvement to the City through personal professional development opportunities.
- Assists the City Manager in conducting research on administrative problems and practices.
- Evaluates planning-related legislation and applicability to department projects.
- Ensures that the Board of Trustees is kept fully informed on the condition of the agency and about any trends, events, or emerging issues of significance to the agency's success. Report events and activities to senior management and elected and appointed officials.
- May act as City Manager in his/her absence based upon the lines of succession.
- Becomes an active member in appropriate professional organizations of the Division to best support staff (APA, GMA, etc.).
- Performs other duties as assigned by supervisor.

### **III. QUALIFICATIONS**

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

#### **A. Education and/or Experience**

- Bachelor's Degree in Public Administration or a closely related field and over 10 years related experience or a Master's Degree in Public Administration or a closely related field and a minimum of 5 years related experience. MPA is preferred.
- Minimum of 3 years of administrative and management responsibility is required.

- Prior experience in managing a multi-faceted program in a high-level management or director position is desired.

#### **B. Knowledge/Skills/Abilities**

- Must possess outstanding communication skills, both orally and in writing, using both technical and non-technical language and the ability to present information to government entities and various committees.
- Must have knowledge of legal and administrative rules and regulations which apply to operation of Division.
- Must have knowledge of trends and current developments in City government.
- Must possess knowledge of principles of policy development and implementation.
- Must have knowledge of pertinent local, State, and Federal laws and regulations, ordinances, and codes pertaining to a wide variety of planning topics.
- Considerable knowledge of the theory, principles, and techniques of the planning profession and development process.
- Must possess knowledge of principles and techniques of budget development and administration.
- Must possess knowledge of principles and practices of organization, administration, and personnel management.
- Must have knowledge and understanding of the demographic composition of the City.
- Must have knowledge of the applications and utilization of the computer systems used by the City including Microsoft Office, internet applications, and GIS.
- Must exemplify top-down management techniques, ensuring a team approach to management of workloads.
- Must be able to analyze complex problems, evaluate alternatives, and make creative recommendations to the City Manager, Council, and staff.
- Must be able to meet with the public to discuss problems and complaints tactfully and effectively.
- Must be able to motivate employees to encourage bottom-up troubleshooting.

#### **C. Certificates/Licenses/Registrations**

- AICP Certification is required or ability to obtain certification within one year.
- Valid Class "C" Drivers License.

### **IV. WORKING CONDITIONS**

#### **A. Physical Demands**

- The position requires some physical exertion, such as long periods of standing; walking over rough or difficult surfaces; recurring stooping,

climbing, or walking; recurring lifting of moderately heavy items weighing less than 25 pounds and may require occasional lifting of objects weighing in excess of 25 pounds. The work may require specific, but common, physical characteristics and abilities, such as mobility and dexterity.

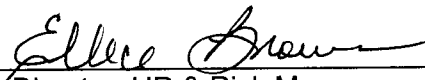
**B. Work Environment**

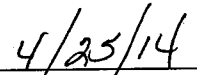
- The incumbent will work in an environment involving moderate risks or discomforts which require special safety precautions. The employee may be required to use protective clothing or equipment, such as masks, coats, boots, goggles, gloves, or shield.

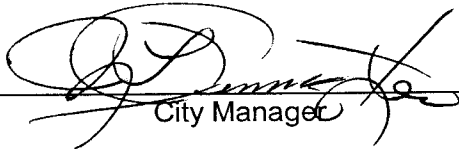
**C. Travel Requirements**

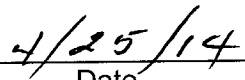
- The incumbent will be required to travel on a limited basis.

**V. APPROVAL SIGNATURES**

  
\_\_\_\_\_  
Director, HR & Risk Management

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Date

## **THE CITY OF PEACHTREE CITY**

### **JOB DESCRIPTION**

|                               |                                                        |
|-------------------------------|--------------------------------------------------------|
| <b>Title:</b>                 | <b>Senior Planner</b>                                  |
| <b>Division:</b>              | <b>Community Services Division</b>                     |
| <b>Department:</b>            | <b>Planning</b>                                        |
| <b>Job Code:</b>              | <b>322</b>                                             |
| <b>Level:</b>                 | <b>283</b>                                             |
| <b>Eligible for Overtime:</b> | <b>No</b>                                              |
| <b>Reports To:</b>            | <b>Planning and Development Director</b>               |
| <b>Prepared By:</b>           | <b>Director, Human Resources &amp; Risk Management</b> |
| <b>Prepared Date:</b>         | <b>April 22, 2014</b>                                  |

#### **I. POSITION SUMMARY**

Under the general direction of the Planning and Development Director, this position is responsible for providing planning for short-range (current planning) and long-range (future land use) plans including reviewing and analyzing zoning requests, site plans, lighting plans, and design review; and administrative and technical support to the permitting processes and personnel of the Community Services Division. The work includes varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis. Decisions deal with major areas of uncertainty in approach, methodology or interpretation and evaluation processes resulting from such elements as continuing changes in program, technological developments, or conflicting requirements. The work requires originating new techniques, establishing criteria, or developing new information.

#### **II. ESSENTIAL DUTIES**

- Performs advanced professional work related to variety of planning assignments.
- Manages complex planning studies and development applications and reviews consultant proposals.
- Reviews and processes complex comprehensive plan amendments/updates, rezonings, annexations, site plans, and plats.
- Administers the staff plan review process by reviewing development and related land use permit applications and site plans. Reviews applications for conformance with established plans and ordinances and applicable local, State, and Federal regulations. Solicits input from appropriate staff and schedules hearings and actions. Monitors applications through the approval process. Enforces compliance with regulations and prepares reports and related data as required to address complaints.
- Reviews and coordinates projects with development applicants.
- Coordinates plan review with other City departments.
- Develops project budgets, administers bidding process, verifies contract expenditures, and ensures compliance.

- Administers and provides information on zoning and land development ordinances.
- Administers and provides information on sign and special events ordinances.
- Performs field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Serves as liaison to community groups, government agencies, developers, and elected officials when assigned.
- Provides technical and professional advice and drafts reports and makes presentations to City Council, Planning Commission, civic groups, and the general public when assigned.
- Collects and maintains a variety of statistical data to include, but not limited to, land use inventory, development tracking, and GIS updates.
- Assists in preparing, implementing, and administering grant applications and/or funding sources for community and economic growth.
- Performs and manages major professional and technical planning projects utilizing advanced techniques and gathering, analyzing, and presenting data.
- Compiles and analyzes data on economic, social, and physical factors affecting land use to recommend governmental measures affecting land utilization consistent with the community needs.
- Maintains an awareness of new development programs, as well as local, State, Federal, and private funding sources and grant opportunities.
- Performs other duties as assigned by supervisor.

### **III. QUALIFICATIONS**

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

#### **A. Education and/or Experience**

- A Bachelor's Degree and six to ten years directly related experience or a Master's Degree and two to five years directly related experience.

#### **B. Knowledge/Skills/Abilities**

- Must possess outstanding communication skills, both orally and in writing, using both technical and non-technical language.
- Must have knowledge of pertinent local, State, and Federal laws and regulations.
- Must possess knowledge of principles and practices of organization, administration, and personnel management.
- Must have the ability to relate to individuals from all social and economic segments of the community.
- Must possess excellent customer service skills, having the ability to deal with different personalities in a professional calm manner.

- Must be comfortable with computer software programs used by the department which may include Microsoft Office, Internet applications, and GIS.
- Must possess group facilitation skills for use with community workshops.
- Must have the ability to work on several projects or issues simultaneously.
- Must have the ability to manage projects effectively and meet firm deadlines.

**C. Certificates/Licenses/Registrations**

- AICP Certification required or must be obtained within three (3) years.

**IV. WORKING CONDITIONS**

**A. Physical Demands**

- The position requires some physical exertion, such as long periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing or walking; recurring lifting of moderately heavy items weighing less than 25 pounds and may require occasional lifting of objects weighing in excess of 25 pounds. The work may require specific, but common physical characteristics and abilities such as mobility and dexterity.

**B. Work Environment**

- The incumbent will work in an environment involving everyday risks or discomforts which require normal safety precautions. Use of safe work practices with office equipment, avoidance of trips and falls, and observance of fire regulations are minimally required.

**C. Travel Requirements**

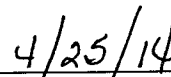
- The incumbent will be required to travel on a limited basis.

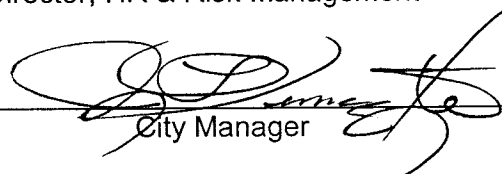
**V. APPROVAL SIGNATURES**

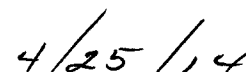
\_\_\_\_\_  
Planning and Development Director

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, HR & Risk Management

  
\_\_\_\_\_  
Date

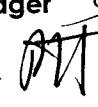
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Date

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members  
**VIA:** City Manager   
**FROM:** City Clerk   
**DATE:** April 25, 2014  
**SUBJECT:** Consider Amendments to the Alcoholic Beverage Ordinance  
May 1, 2014, City Council Meeting

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### Recommendation:

That Council adopt the attached amendment to the Alcoholic Beverage Ordinance.

### Discussion:

The City has received several requests over the past few months to amend the Alcoholic Beverage Ordinance and clarify or standardize some of the language and requirements based on recent Council decisions and requests. These include:

- Last fall, Council requested modifications to the Special Events Permit to provide for the sale of alcohol at the Great Georgia Air Show without a requirement to set a temporary or short-term fee each year prior to the event (as was necessary in 2013).
- The local Farmers Markets have asked about having local Georgia Wineries have booths at the markets, selling their bottles of wine and possibly providing samples.
- Council and the Amphitheater have asked about reducing the license fee paid by the concessionaire when the concessionaire already possesses a current Peachtree City Alcoholic Beverage License.
- Sequoia Golf LLC has requested (letter attached) to be allowed to serve liquor as well as the already-permitted beer and wine on the course. Beer and wine sales have been permitted for several years, and the City Attorney has confirmed that there is no state prohibition on liquor in this setting.

The proposed amendment will accomplish the following:

- Reduce the price of the license at the Amphitheater for Alcohol Concessionaires possessing a Peachtree City Alcohol License
- Establish a process and fee for the short-term sale of alcoholic beverages at special events such as the Great Georgia Air Show
- Provide for periodic sales of bottles of wine at the farmers markets

- Standardize the Wine Tasting Permit restrictions to mirror the Growler Sampling requirements which were adopted later by eliminating the requirement on a separate area for tasting.
- Standardizing language regarding alcohol sales on the golf courses

The City Attorney and the Chief of Police have reviewed the proposed changes.

**Budget Impact:**

This item should have no budgetary impact.



**April 1, 2014**

**To whom it may concern,**

**Canongate Golf Clubs would like the opportunity to be able to sell liquor on the beverage carts at the golf courses in Peachtree City. If we can assist with any information, please feel free to contact me at anytime.**

**Sincerely,**

A handwritten signature in black ink, appearing to be 'Steve Soriano', is written over a circular line.

**Steve Soriano  
PGA General Manager  
Canongate Golf Clubs  
678-469-8136**

**AN ORDINANCE TO AMEND THE ALCOHOLIC BEVERAGE ORDINANCE OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO PROVIDE FOR THE LICENSING OF THE SALE OF ALCOHOLIC BEVERAGES; TO PROVIDE FOR SPECIAL EVENT PERMITS; TO AUTHORIZE WINE TASTINGS; TO PROVIDE FOR SALE OUTSIDE LICENSED PREMISES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**NOW THEREFORE, 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 1.** Article II. Licensing, Division 1, Section 6-36, Subparagraph (c), of the Alcoholic Beverages Ordinance, as amended, is hereby further amended as follows:

**Sec. 6-36. License required to sell alcoholic beverages.**

- (c) The fee for the retail consumption license issued for the Frederick Brown, Jr., Amphitheater shall be 50% of the annual fee established by city council; provided, however, that if the licensee holds another retail consumption license within the city the fee shall be 25% of the annual fee established by the city council.

**Section 2.** Article II. Licensing, Division 1, Sections 6-51 through 6-54, inclusive, of the Alcoholic Beverages Ordinance, as amended, is hereby further amended as follows:

**Sec. 6-51. Permitted location for special events at which alcoholic beverages are served or sold.**

- (a) No alcoholic beverages shall be sold, dispensed, distributed, poured or served at any location, premises, or building in the city except as set out in this chapter unless otherwise provided for under this chapter.
- (b) The owner or lessee of a location at which alcoholic beverages are to be furnished and served by the drink at a private function or special event by a person at a location not otherwise required to be licensed pursuant to this chapter, or at a location at which alcoholic beverages are to be sold by the drink or by the package at a special event, shall first obtain a qualifying location permit designating such location as a "permitted location." Such qualifying location permit shall be good for the calendar year in which it is issued and may be renewed annually as set forth in this chapter. Thereafter, the person organizing the private function or special event to be held at a permitted location must apply for and obtain a "special event permit" as set forth in section 6-52. The cost of such permits shall be as set forth in section 6-36. The requirements of sections 6-37 and 6-38 shall be met by an applicant for a permitted location license.
- (c) To qualify as a "permitted location", the location, premises or building shall not be located nearer to an alcoholic treatment center and therefore be considered to be a "prohibited location" as set out in section 6-39, or shall not fail to meet all requirements of the building inspector, the fire marshal, the traffic engineer, and the planning and zoning coordinator for an on-premises pouring outlet, and shall possess a permit as a "permitted location" pursuant to this chapter. The applicant for a qualifying location permit shall submit a plat of survey

prepared by a state registered land surveyor showing the distances set forth in this chapter with the application for the qualifying location permit.

- (d) It shall be unlawful for any person to furnish or sell and serve alcoholic beverages by the drink at a private function or special event at a permitted location unless food is also served at the private function or special event.
- (e) Alcoholic beverages furnished or sold and served by the drink at a private function or special event may be consumed only on the premises; and may not be removed from the premises in an open container.
- (f) It shall be unlawful for any alcoholic beverages to be sold at a private function or special event, i.e. "no cash bar" sales will be permitted, unless the permitted location also holds an on premises consumption license for alcoholic beverages.
- (g) Locations, premises or buildings for which an on-premises consumption license has been issued pursuant to this chapter shall be deemed a "permitted location" under this section without further application; however, alcoholic beverages may not be sold or dispensed from the area or premises licensed for the sale and dispensing of alcoholic beverages on Sundays in violation of this chapter; provided, however, that if an on premises consumption licensee provides a separate room, not accessible to the regular public or customers of the licensed establishment, where the alcohol is purchased, furnished and served not by the on premises consumption licensee but by the person holding the private function or special event may qualify as a permitted location for the serving of alcoholic beverages in accordance with this section.
- (h) Alcoholic beverages sold by the package at a special event may not be consumed on the premises. Special event permits for package sales shall be issued for beer and wine only, and shall not include spirituous liquors.
- (i) Alcoholic beverages sold by the drink or by the package at a licensed special event shall only be sold or served by persons possessing valid alcoholic beverage handling permit as set forth in Section 6-127.
- (hj) The "permitted location" licensee shall be responsible for any violation of this chapter which occurs at the "permitted location" whether by the licensee's employees or agents, a caterer or their employees or agents, or a lessee or invitee of the licensee, their lessee or invitees or any of their employees or agents.
- (i) ~~The person holding the private function or special event, and not otherwise required to be licensed pursuant to this chapter must purchase and furnish the alcoholic beverages.~~
- (jk) The times for sales of alcoholic beverages set forth in section 6-123 except that serving without sale of alcoholic beverages at a special event at a permitted location for a special event not otherwise required to be licensed or licensed hereunder for the sale of alcoholic beverages for consumption on the premises only shall be permitted on Sunday between the hours of 12:30 p.m. and 12:00 midnight.

#### **Sec. 6-52. Special event permits.**

- (a) In order to serve wine, and/or beer and malt beverages, and/or distilled spirits at a private function or special event, or to sell wine and/or beer and malt beverages at a special event at a permitted location, the person organizing the private function or special event shall be required to:
  - (1) Apply to the city for a "special event permit." The application shall include the name and business address of any caterer providing food service for the private function or special event, the date, time and location of the event, which location must be a

permitted location as set forth in this chapter or otherwise exempt as set forth under this chapter;

(2) Pay the cost of such permit as set forth in section 6-36; provided, however that special event permits for events that are less than five (5) consecutive days in duration and held at qualified locations that are owned or by governmental entities shall be 5% of the annual permit fee.

(3) Allow only persons possessing valid alcoholic beverage handling permits as set forth in Section 6-127 to serve or sell alcohol sold by the drink or by the package.

If the application meets all of the requirements of this chapter, the city clerk shall issue the special event permit. If the city clerk finds that the application does not meet the requirements of this chapter and denies the special event permit, the applicant may appeal in writing to the city council within five days of the date of the denial.

(b) The "special event permit" shall be maintained at the site of the private function or special event during the hours alcoholic beverages are served.

~~(c) The person holding the private function or special event, and not otherwise required to be licensed pursuant to this chapter, must purchase the alcoholic beverages.~~

(d) The "special event permit" licensee shall be responsible for any violation of this chapter which occurs at the event whether by the licensee's employees or agents, invitee of the licensee or invitee of the invitee of the licensee.

#### **Sec. 6-53. Exceptions.**

(a) The fee requirements of this chapter shall not apply to a private function held for business development purposes or charitable purposes at which alcoholic beverages are served by a person or organization not otherwise required to be licensed pursuant to this chapter to members and invited guests of such persons or organization holding the event at a permitted location or at a location not otherwise required to be permitted pursuant to this chapter, ~~provided that the person or organization purchased and served the alcoholic beverages and receives no payment from invited guests, and the event is not open or accessible to the general public.~~

(b) The requirements of this chapter shall not apply to a private function held at a private residence at which alcoholic beverages are purchased and served by a person not otherwise required to be licensed pursuant to this chapter to invited guests of such person, provided that the person holding the event purchases the alcoholic beverages and receives no payment from invited guests, and the event is not open or accessible to the general public.

#### **Sec. 6-54. Wine tastings.**

(a) A wine-tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine license from the state.

(b) No wine tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container. ~~Any wine tasting occurring on the premises of a business possessing a license to sell wine by the package shall be limited to an area that is separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the wine tasting area.~~

(c) An eligible licensee may petition the city for a wine-tasting permit provided it meets all requirements of the city's alcohol beverage ordinance and presently maintains a valid

license for the sale of wine by the package issued by the city. A wine-tasting permit shall allow the permittee to offer or sell wine samples in connection with an instructional or educational promotion. A wine-tasting permit is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment or occur on a daily basis.

- (d) A wine-tasting permittee shall be subject to all laws, rules and regulations of the city and state, including rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to permit revocation for violation thereof.
- (e) Said wine-tasting permit need only be applied for once and shall automatically renew when said license to sell wine by the package is renewed. Provided, however, that the city may revoke or suspend such wine-tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety and welfare of the city's inhabitants.
- (f) The one-time fee for application for the wine tasting permit shall be equal to the established fee for applications for a change in license.
- (g) Wine tasting permits shall be limited to persons holding a wine license and who obtain a permit from the city and who execute samplings pursuant to the following restrictions:
  - (1) Samples shall be provided on limited occasions when a customer requests and purchases a sample of a wine offered for sale on the premises or in conjunction with a presentation designed to promote wine appreciation or education, or a promotion sponsored by the permittee.
  - (2) No customer shall receive via samples more than four (4) ounces of wine from any licensee per day, and the licensee shall not serve any individual sample that exceeds two ounces.
  - (3) Only the licensee or an agent thereof shall open, handle, and serve opened packages or bottles of wine, and individual samples shall only be poured by the licensee or an employee thereof.
  - (4) Customers shall not remove opened packages or unsealed bottles from the premises.
  - (6) The holder of a wine tasting permit may conduct educational classes and sampling classes for class participants. Such events shall be limited to no more than twice per week and shall not exceed two consecutive hours in length. All conditions of sampling set forth herein shall apply to such classes.
  - (7) Wine tasting permittees are prohibited from selling distilled spirits and vehicular fuel. No wine tasting permit shall be granted to any retail consumption licensee.

**Section 3.** Article III. Operating Regulations and Responsibilities, Section 6-122, subparagraph (b), of the Alcoholic Beverages Ordinance, as amended, is hereby further amended as follows:

**Sec. 6-122. Sale outside licensed premises or removal of alcoholic beverages dispensed on premises.**

- (b) For golf club facilities, "licensed premises" includes not only the room wherein alcoholic beverages are sold or served, but shall also include the entire building where the room is located and the entire boundary of the golf course except parking lots, alleyways, public streets, public multi-use paths including paths shared with the public, and lakes. ~~Golf clubs~~

~~are authorized to sell and serve only malt beverages and/or wine in the manufacturer's original containerized single-serving receptacle outside the room and building on the licensed premises as defined above. Patrons may consume the same on the licensed premises as defined above, and the following provisions shall apply:~~

- (1) Golf clubs shall clearly mark areas where the course intersects public streets and public multi-use paths with signs reading "Public Way—Open Containers of Alcohol Prohibited".
- (2) Golf club staff may not sell alcohol within the prohibited distances outlined in section 6-39.

**Section 4.** All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

**Section 5.** Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

**Section 6.** This ordinance shall be in full force and effect upon its official adoption by the City Council.

This \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Vanessa Fleisch, Mayor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** James Pennington, City Manager  
Paul Salvatore, Finance Director *P.S.*

**FROM:** Jonathan N. Rorie, Community Services Director *JR* *AL*

**DATE:** April 24, 2014

**SUBJECT:** 2015 Facility Authority Bond Funding  
May 1, 2014 *City Council Meeting*

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### Recommendation

Staff is recommending the issuance of up to three (3) million dollars in facility bonds and closing costs based upon the FY 2015 bond project list.

### Discussion

The FY 2014 budget was approved with a \$2.5 Million facility bond for city building and infrastructure needs with service life expectancy of ten (10) years or more. Specifically, the 2014 facility bond list identified twenty-four (24) bond projects with an annual debt service payment of \$299,000. Identified projects in FY 2014 include:

- |                                          |           |
|------------------------------------------|-----------|
| • All Children's Playground Surface      | \$42,000  |
| • Clover Reach Pool Demolition           | \$87,000  |
| • Kedron Aquatic Center Wall Restoration | \$182,000 |
| • Tennis Center Roof Replacement         | \$175,000 |
| • Tennis Center-Resurface Outdoor Courts | \$36,000  |
| • Tennis Center Awning Replacement       | \$32,000  |
| • Tennis Center Exterior Painting        | \$20,000  |
| • Burn Building Railings/Sealant         | \$32,000  |

As FY 2014 has progressed, staff has completed some identified projects using FY 2011 Facility Bond funding, but major items such as Kedron Aquatic Center Wall Restoration and Tennis Center Roof Replacement remain as identified and unfunded needs because we have yet to pursue and close on the issuance of the FY2014 Facility Bonds. As a result, staff is faced with the need to program the expenses into the FY 2015 operating budget. For example, the Fire Department will program \$32,000 in the operating budget for the Burn Building Railings and Sealant, and the Recreation Department will program \$182,000 for the Kedron Aquatic Center Wall Restoration, program \$175,000 for Tennis Center Roof Replacement, etc.

As FY 2014 has progressed, staff re-evaluated the project list to identify additional city building and infrastructure needs; therefore, the FY 2014 Facility Bond project list has been

updated and modified to reflect additional needs. Staff will provide a presentation/discussion covering the present status of the FY 2011 Facility Bond Projects completed and the identified projects for the potential FY 2015 Facility Bond as a new agenda item during the City Council meeting.

### **Budget Impact**

Assuming a 3.5% rate and an even \$2.5 Million in bonds and closing costs, the total annual debt service payment is estimated at \$300,000 over a ten (10) year period beginning in FY 2015 and ending in FY 2025.

Assuming a 3.5% rate and an even \$3 Million in bonds and closing costs, the total annual debt service payment is estimated at \$361,000 over a ten (10) year period beginning in FY 2015 and ending in FY 2025.