

**City Council of Peachtree City**  
**Agenda**  
**April 17, 2003**  
**7:00 p.m.**

- I. Prayer
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition  
Remind Attendees to Turn Off Cell Phones  
Proclamation for Kids Day America/International  
Proclamation for Older Americans Month  
Recognize Supervisor of the Quarter – Russ Geboy
- IV. Minutes  
March 20, 2003 Regular Meeting Minutes  
March 29, 2003 Special Called Meeting Minutes
- V. Consent Agenda
  - 1. Alcoholic Beverage License – Change in License Representative – Kwickie/Flash Foods #246
  - 2. Alcoholic Beverage License – Change in Licensee and License Representative – Wyndham Peachtree Conference Center
  - 3. Consider Contract for Wrecker Service
  - 4. Authorize Renumbering of LUC-19 Limited Use Commercial to LUC-18 Limited Use Commercial
- VI. Old Agenda Items
  - 03-03-CA2 Consider Amendments to Traffic Ordinance
  - 03-03-CA6 Consider Amendments to Ethics Ordinance
  - 03-03-CA11 Adopt Ordinance to Issue Refunding Bonds – (Refund Series 1993 A & B)
  - 04-03-CA6 Consider Request by Southern Conservation Trust to Sublease Office
- VII. New Agenda Items
  - 04-03-06 Alcoholic Beverage License – NEW – Page Two, Inc. dba Ashland Grille
  - 04-03-07 Public Hearing – Variance – 219 Sandown Drive
  - 04-03-08 Consider Change in Employee Sick Leave Policy
  - 04-03-09 Consider Freeze on Tax Assessments for Homeowners Age 70-plus
- VIII. Council/Staff Topics
- VIII. Executive Session

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

**City of Peachtree City**  
**Minutes of Meeting**  
**March 20, 2003**  
**7:00 p.m.**

The City Council of Peachtree City met Thursday, March 20, 2003, 7:05 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

**Announcements, Awards, Special Recognition**

Mayor Brown read a proclamation of appreciation to State Senator Mitch Seabaugh for his efforts regarding traffic improvements in the City.

**Approval of Minutes**

Weed moved to table the March 6, 2003, regular meeting minutes. Rapson seconded. The motion carried unanimously.

**Consent Agenda**

1. **Alcoholic Beverage License – Change in Location – Ribs Inc.**
2. **Consider Amendments to Traffic Ordinance**
3. **Consider Amendments to CAR 8-3**
4. **Consider Amendments to CAR 3-8**
5. **Consider MOST Resolution**
6. **Consider Amendments to Ethics Ordinance**
7. **Consider Bid for Backhoe**
8. **Consider Changes to Land Development Ordinance – Street Signs, House Numbers**
9. **Consider Budget Amendments**
10. **Consider Sale of Surplus Vehicles at County Auction**
11. **Consider Series 1993 A and B Bond Refinancing**

Brown noted that staff had asked to table Consent Agenda Item #2 until the next meeting.

Tennant asked the Mayor to explain how it was decided which items would go on the Consent Agenda. Brown said that generally the Consent Agenda was an efficient way to take care of things that were housekeeping issues. Items were also included on the Consent Agenda if it was felt there would be no objection from any Council Member. The items usually passed with a unanimous vote rather than having to take care of each one individually. Brown noted that Council Members could pull any item off the Consent Agenda if they wanted to discuss it.

McMenamin said she had discussed the matter with Administrative Services Director/City Clerk Jane Miller and Miller said items on the Consent Agenda should be housekeeping. McMenamin continued that Miller said most of the items had come out of Retreat. Staff felt there had been a consensus among Council on the items, although no action had been taken on the items at the Retreat. McMenamin asked for more in-depth

concern when placing items on the Consent Agenda. She added when the Consent Agenda was added the intent was not to get through the meeting more quickly.

Tennant agreed with McMenamin and said they needed to err on the side of caution when it came to public discussion on some items. Rapson said most of the items on the Consent Agenda were housekeeping issues or matters Council had already discussed. Rapson noted that the charter said that anyone, not just a Council Member, could pull an item off the Consent Agenda for discussion. McMenamin noted that when items were placed on the Consent Agenda the public got the impression that the matter had already been decided and they would not have an opportunity to speak.

McMenamin moved to remove items #3, #4, #5, and #6 from the Consent Agenda. Tennant seconded. Rapson felt if any member wanted to remove an item from the Consent Agenda then it was removed. He did not believe there should be a vote if a Council Member felt the item was important enough to be discussed. He directed City Attorney Ted Meeker to check into the matter. The motion carried unanimously.

Tennant moved to approve Consent Agenda items #1, #7, #8, #9, #10, and #11, including the additions and changes on the dais. McMenamin seconded. The motion carried unanimously.

### **3. Consider Amendments to CAR 8-3**

#### **(City Council Funding for Non-Profit Organizations in Fayette County)**

Bonnie Campbell, director of the Fayette County Council on Domestic Violence, addressed Council. She handed the Council Members the 2002 year-end report and domestic violence reports from each of the County's law enforcement agencies. Campbell told Council the non-profit organization provided a real service to the City. She said she hoped Council continued to support those services since they provided a lot for the health and safety of the residents. She added that a majority of the reports came from Peachtree City. Campbell noted that only one out of 10 domestic violence incidents were reported to the police, according to FBI statistics. She said that a lot of the people seen by her organization had never called the police.

Campbell continued that the Fayette County Council on Domestic Violence assisted 416 people in 2002. About 28% of those who received assistance came from Peachtree City. Services included crisis counseling and management, and housing. Campbell continued that 49% of the women who attended the support group were from Peachtree City. The organization also provided prevention services and 63% of those who attended the presentations were Peachtree City residents.

Campbell continued that her organization had a good working relationship with Peachtree City's Police Department. Hopefully, her organization's assistance made the police officers' work safer. The police were required to give the organization's brochures out on every domestic violence call. Campbell added that the organization also helped men and hoped they served the needs of all the community, including the children.

Tennant asked Campbell how much her annual budget was and where the money came from. Campbell said the budget was \$141,000 and that Peachtree City had been very faithful with its contribution for 10 years. In addition to the \$6,000 given by Peachtree City each year, Fayette County gave \$10,000 annually. The Fayette Thrift Shop also provided money and Campbell said they had to hustle for the rest.

Brown asked if Peachtree City was the only city to provide funding and Campbell said yes. She continued that the County was in charge of the Crime Victims' fund and the organization also received \$10,000 annually from that fund.

Wallace Kite addressed Council on behalf of Fayette Senior Services. He explained that the organization was non-profit and 24% of the services, or \$120,000, which it had provided during the past year were for City residents. He continued that, to date, 36% of the home-based services were provided to City residents. Peachtree City gave the organization one percent of its funding.

Services provided include nutrition, case management, referral, in-home services, and the Friendship Center. Kite said they were raising all the money they could, but still had people on the waiting list and the list would get longer. The organization's programs allowed seniors to live independently in their homes as long as they could.

Bill Aleshire addressed Council and said he hoped Council would find another way to find money other than wiping out support for non-profit organizations. He added Peachtree City would suffer because the non-profit organizations would not be able to provide services.

Tennant said no one wanted to wipe out non-profit organizations. He said the reality was that the way the funds were disbursed was unfair.

McMenamin noted that the role of government was to provide for the health, safety, and welfare of its citizens. She said giving funds to the Fayette County Council on Domestic Violence was a clear matter of public safety. The organization protected people from criminal acts and the numbers continued to grow. McMenamin said the commitment by the previous Council to pay the rent for the safe house was very important. She continued that Fayette Senior Services was also a health and safety issue. McMenamin pointed out that in many cases the Fayette Senior Services workers were the only ones who checked on seniors on a daily basis. McMenamin said both organizations stood alone in the community and she would hate to see Council cut the budget for either one.

Tennant recalled that Council had been asked to fund a good cause recently and funded a portion of what the organization had asked for. He noted that until a few years ago any non-profit could request funding from Peachtree City. The previous Council decided it would budget \$25,000 for non-profit organizations and it would last until the money ran out. The money was given out on a first-come, first-served basis. Tennant said Peachtree

City was faced with a severe budget crisis and he asked to discuss at Retreat whether or not it was legitimate to fund these organizations.

Tennant continued that it was a two-pronged issue. He asked if it was the basic role of government to fund non-profit organizations and was it fair to do so on a first-come, first-served basis. He also questioned if they were spending tax money wisely. Tennant said there was only so much money Council could spend and Council had to make tough choices. He felt the process was flawed and that it was not fair to fund whoever jumped up first. Tennant said everyone contributed money on their own and that was how it should be done. He said he was not trying to pull the plug on good people, but to make it fair for everybody.

Tennant also expressed concern that there might be a double-taxation issue since Fayette County contributed to both organizations. He said the politics needed to be taken out. He did not believe government should give money to non-profit organizations. Tennant reiterated that the process was flawed and to continue to give money to non-profit organizations was difficult in the current economic times. He said politics was the art of compromise and it was incumbent upon Council to make sure everyone understood the consequences.

Rapson agreed with McMenamin and said there was a distinction between basic needs and general needs. He felt it was ultimately the responsibility of the County, but also fell on City residents. Rapson said he had no problem with giving money to non-profit organizations as long as the services to be provided were put in a legal document and the amount of money given was based on the number of City residents who were served. He stressed there needed to be a contractual document and limited exposure to Peachtree City. He said the donations could be made perpetual so Council did not have to address them every year. Rapson suggested grandfathering Fayette Senior Services and the Fayette County Council on Domestic Violence for one year. He said that protected Peachtree City because they were paying for services that benefited City residents, while allowing the two organizations to prepare within their budgeting process for next year.

Weed said he did not consider the contributions to be handouts. He considered them to be payments for services rendered. The non-profit groups were vendors and should be treated as such because they were providing valuable services. He wanted the organizations to do the best job they could. There was a policy in writing that everyone had access to. The process was fair as long as everyone was treated the same in the bid process. Some vendors got the bid and others did not; that was life. Weed felt prorating the contributions based on Peachtree City residents served was a good compromise and cleaned up the policy.

Brown recalled that a citizen had come to Peachtree City and asked for money to re-sod an athletic field at the high school under the CAR. Brown noted that the Board of Education could generate its own funds and asked if Council should take on their budgetary requirements. Brown said Council was responsible for the health, safety, and

welfare of the citizens. A woman being beaten was considered a health and safety issue. A senior who could not prepare food or get out was a legitimate welfare issue. He had no problems as long as everyone in the jurisdiction paid their fair share. Brown said some things were very legitimate concerns, but Council needed to draw the line at organizations that could legitimately fund themselves.

Rapson said the Board of Commissioners might be a better position to fund basic needs, but everyone needed to take ownership. He went through the procedure used by schools that requested contributions for playground equipment. There were several requirements, including a dollar for dollar match and a limitation that they could only ask for the donation every five years.

Weed said the Board of Education could allow City residents to use their facilities after hours. He continued that was what Peachtree City got from the vendor – the facilities were available to Peachtree City after school. Peachtree City was paying for something, but was also getting something in return.

McMenamin said they were discussing basic needs versus general needs and her concern was with basic needs.

Tennant noted there were so many worthy organizations. He pointed out that the Fayette Youth Protection Home was strictly private. A 15 year-old child was as important as an 85 year-old, but the difference was the 15 year-old could not vote. He said that was why the process needed to be de-politicized.

Rapson moved to approve CAR 8-3 as written with the following change in the very last sentence following “basic needs,” add “upon written request by organization that would be subject to a prorated allocation as noted above.” Also, the two organizations that had historically been funded, the Fayette County Council on Domestic Violence (\$6,500 for this year) and Fayette Senior Services (\$7,500 for this year) would fall under this CAR beginning with the new budget year. Financial Services Director Paul Salvatore noted that the donations had already been given this year. Weed seconded.

McMenamin said it served no purpose to vote. She said she was not in favor because these were such basic needs. McMenamin continued that she would be glad to go to the other cities and that she hoped they would begin to provide their fair share. McMenamin said the number of City residents served needed to be included, especially the numbers that included those times that the Council on Domestic Violence intervened before the police were called.

Rapson agreed and said he would also be willing to talk to the other cities. If they put up their fair share, there would not be an issue. Rapson said he wanted staff to determine what was the best objective count to be used. The numbers could be revised each year and the prorated donation would reflect the changes. McMenamin added that if Fayette

Senior Services or the Fayette County Council on Domestic Violence had specific concerns during the year they could address Council about their concerns.

Tennant said he was grateful for the hard work and volunteerism in the County to help those who needed it. He still felt the process was flawed and fundamentally unfair.

Weed said it was not about charity, but product. If the vendor did not give Peachtree City the product it wanted, then Peachtree City would get another vendor.

Brown said he did not want anyone to misconstrue Tennant's concerns. He noted that he knew for a fact Tennant was a generous giver. Brown encouraged everyone to get involved and give to charitable organizations.

The motion carried 4-1 (Tennant).

**4. Consider Amendments to CAR 3-8**

**(Computer Systems Use by City Employees and Elected Officials)**

Tennant said he needed a clarification regarding a statement on Page 2, Section F. He read the following portion of the CAR: For the purposes of this CAR, any e-mail sent or received by any elected official shall be considered enduring and must be kept pursuant to the City's Records Retention policy. Tennant asked if that meant he could not delete any e-mail he sent or received. Meeker said that was correct for any e-mail sent on his City account. Meeker added that as he read the Open Records Act the e-mails were to be treated the same as letters.

Rapson said he also had concerns and was assured by the Interim City Manager Colin Halterman and Systems Administrator Matt Robinson that as long as e-mails sent to his personal account were routed through his City account then he did not have to print them out and save them.

Tennant clarified that the City electronically saved any e-mail sent to or from the City e-mail address somewhere. Weed asked about a City e-mail sent to his personal account. Meeker advised that any e-mail regarding City business should be sent to the Council Member's City e-mail address so it could be saved. Tennant said his City e-mail address was actually routed to his personal e-mail address. Robinson pointed out those e-mails hit the City first and they could be copied before they were routed to Tennant's personal account.

Robinson noted that upon approval of the CAR Council Members could just forward any e-mails to their City e-mail account and they would have it. He said the members could also send copies of any e-mails regarding City business to their City e-mail accounts and he would have it. Robinson noted that anything sent to the City accounts was not a problem, just the replies. He reiterated the changes to the CAR were to facilitate open records requests and records retention.

Weed asked if it would just be easier to have people send him actual letters or make phone calls. He noted the point of e-mail was to make government convenient for the people.

Tennant asked why the CAR had to be amended if the City already kept records of the e-mails. Rapson said there was a distinction in the CAR originally between transitional and enduring. Enduring meant something that set policy. Rapson said anything a Council Member said, whether joking or not, could be perceived as making policy whether it really was or not. Tennant felt the wording needed to be cleaned up since it was confusing.

Meeker said he had just received some proposed language from the Public Information Officer/Deputy City Clerk that needed to be added to the CAR to address these issues. He asked Council to table the CAR until that could be done. Meeker explained that he did not want to read the language and have Council consider it. He would rather they had it before them for consideration.

Weed said that under Title 50 of the Open Records Act anyone could ask for a tape. He asked what about messages left on his home voice mail. He asked if he could delete them from the tape or if he had to keep them. Meeker said it could be carried to an extreme. Meeker advised that in terms of written communication it was better to err on the side of caution.

Tennant moved to table the item until the next meeting at the City Attorney's request. Rapson seconded. The motion carried unanimously.

#### **5. Consider MOST Resolution**

Financial Services Director Paul Salvatore told Council that legislation had been introduced during this session of the General Assembly that would give citizens of cities the opportunity to vote to impose a one percent sales tax in their jurisdictions. The Georgia Municipal Association (GMA) was asking for support for the legislation.

Brown said the MOST (Municipal Option Sales Tax) would give a viable option to take care of some capital projects such as roads and bridges. It was a nice way to take care of the City's own business in its own municipality. He noted that the LOST (Local Option Sales Tax) and SPLOST (Special Local Option Sales Tax) were both controlled by the County. Brown continued that if the voters decided to do it, it would get done.

Tennant said he had spoken to Senator Seabaugh about the MOST and that Seabaugh was against it. He continued that a short-term tax invariably became long-term. He understood that the decision was in the hands of the people, but when times were bad the people were taxed more.

Brown noted that the MOST was a one-cent tax for a limited five-year period. He pointed out it would be a way to generate revenue for the Highway 74 widening without raising taxes or slashing the budget.

McMenamin said she also opposed the MOST. She felt it was just another layer of tax on the citizens. She said it was a shelf tax the City could pull down when it wanted to use it. Government would look forward to the money and would still expect it when the MOST was over.

Rapson said anything the citizens could decide was good. He said he was in favor of the citizens doing a self-imposed tax. Tennant said citizens could not vote to take a tax away. Rapson said that was called a HOST. Rapson continued the MOST was limited to five years and was just another option and the citizens would vote on how the capital funds were spent. Rapson added the House was trying to add language to the legislation that would allow the MOST to go away once the amount of money needed was raised.

Rapson moved to approve the MOST resolution and that the Mayor be authorized to sign the resolution. Weed seconded. McMenamin noted that a letter should go with the resolution that said the vote was not unanimous. The motion carried 3-2 (McMenamin, Tennant).

#### **6. Consider Amendments to Ethics Ordinance**

Tennant noted that the document before Council did not show the proposed changes to the ordinance. He pointed out that the online meeting packet also did not reflect the changes. Tennant said he wanted something that would show the citizens the changes. Tennant moved to table the ordinance until the next meeting so that the changes could be incorporated into the document. Rapson seconded.

Weed told Tennant that this was essentially a different document. The Ethics Committee had worked for three and one-half months with the approval of the City Attorney. Weed said basically the original ordinance in the codebook would be completely lined through and then there would be a separate ordinance.

Tennant said what he was interested in was something that gave the public the ability to see what had changed. He noted the document was 16 pages long and the public did not know what the changes were. Weed said the work could be done, but at the end of the day the original ordinance would be completely lined through. He said they would have a 60-page document with one of the ordinances essentially lined through.

Rapson said Tennant's concern was that the citizens had not had a chance to look at the ordinance with the changes. Rapson said the citizens had the opportunity to look at the ordinance since it was part of the Retreat packet. The ordinance document before Council was also on the website.

The motion carried 3-2 (Rapson, Weed).

Weed beseeched the Ethics Committee to attend the next meeting so they could communicate all their hard work, which Weed said was apparently in vain. McMenamin disagreed and said she watched the committee struggle over the ordinance. She said she just had a couple of questions about the reasoning behind some of the changes and that was the reason she wanted to table the ordinance since the members said they were not prepared. Rapson asked McMenamin if she had her questions prepared so the committee members could have them. McMenamin said she had them marked and would get them to the committee.

**New Agenda Items**

**03-03-03      Consider On-line Payment of Court Fees**

Salvatore said Council had discussed in the past more ways to provide on-line services to citizens. Courtware Solutions, Inc. (CSI), the software company currently used by the City, developed a program that allowed for on-line payment of most citations. Salvatore said staff was looking for approval to offer the on-line service and to increase the technical fee from \$2 per ticket to \$5 per ticket to cover the cost.

Brown asked who else used the software. Robinson said there were several other users and they had been contacted recently. It was a very popular service.

Tennant moved to approve that Council authorize the service and to add a \$3 increase in the technology fee. Rapson seconded.

Robinson said they needed to get in touch with the software company and get set up. They additional fee would not be charged until the service was up and running. A resident asked if the fee would cover the credit card fee and Robinson said yes. Rapson clarified that the \$5 technical fee covered the cost of staff, equipment, and software.

The motion carried unanimously.

**03-03-04      Consider Amendment to Section 2-9-2(8)**

Salvatore noted that this was a housekeeping item and probably could have gone on the Consent Agenda. City Clerk Jane Miller picked up the problem when reviewing the Code of Ordinances. The amount of money that could be approved by the City Manager was different in this section than in the finance ordinance. Salvatore continued that with the amendment this ordinance would change anytime the finance ordinance was changed.

Rapson moved to approve the amendment to Section 2-9-2(8). Tennant seconded. The motion carried unanimously.

**03-03-05      Consider Refund of Alcohol License Fees**

Tennant said he had received a telephone call from John Proffitt, who was a campaign contributor, regarding Proffitt's difficult situation. Brown noted that Proffitt also contributed to his campaign. Weed said that Bob Stieber, who would also address

Council, was one of his supporters. Tennant requested Council consider reimbursing Proffitt \$3,700 for his alcoholic beverage license.

Proffitt told Council he opened his restaurant, Johnny Romano's, and it was very successful; however, his chef had a heart attack. He had to close the restaurant and was never able to use his alcoholic beverage license. Proffitt continued that now there were two permissible licenses for the same address since Council approved the change in address for Ribs Inc. With the duplication, the state had agreed to return his fee. Proffitt said that precedent indicated it was only fair for the City to do the same.

Deputy City Clerk Betsy Tyler went over a memo from the City Clerk that stated there were other businesses who paid fees and the businesses either had not opened or had closed after selling alcohol for only a few days. The businesses included Papaya Thai, Ashland Grille, and Peachtree Bottle Shop. She said staff did not recommend returning the license fee.

Rapson noted there had always been requests for refunds. He said the fee was a business expense. Rapson told Proffitt he was sympathetic, but business owners could not recoup the costs of advertising and renovation. It was just the expense of doing business. He understood that as a prudent businessperson Proffitt would not have spent the \$3,700 if he were not sure he would get it back.

Tennant pointed out that the chef had a heart attack. He asked the Council Members if it was not unreasonable and unfair to collect money and the person could benefit from the fee.

Rapson pointed out there were other businesses with similar circumstances and asked where Council should draw the line. He noted that Council often had to make judgment calls when making expenditures.

Stieber agreed that when a person went into business that person took chances. He continued that a license was not immediate and you had to pay before you could even start to play.

Rapson said he wanted to be fair and suggested tabling the matter and taking a look at it. McMenamin said Proffitt knew the City government and how to go through the process. She said this was a situation never encountered before and something that could be considered catastrophic. McMenamin said she did see a catastrophic situation and felt Proffitt should be repaid, but should be assessed some fee for staff time.

Tennant asked if it was fair to charge for a service never provided particularly in light of the circumstances. McMenamin said she was also in favor of tabling the matter. Rapson said Council needed to talk to staff. Brown said if the matter was tabled Council needed to think about where the line would be drawn.

Weed pointed out that an alcoholic beverage license was a privilege and that Council could turn down anybody because they wanted to, with good reason.

McMenamin moved to table the matter until the next meeting with input from Council, City Attorney, and staff. Tennant seconded. The motion carried unanimously.

Brown asked Proffitt to provide documentation that the state had refunded the fee he paid to the state. Proffitt agreed to provide the documentation.

**Council/Staff Topics**

Meeker reported to Council that he met with State Representatives Westmoreland and Lunsford and Development Authority Attorney Mark Oldenburg at the Capital on Wednesday, March 19, and that Council needed to schedule a special called meeting next week to discuss the Recreation and Entertainment Authority legislation. Meeker said that, based on the meeting with Lunsford and Westmoreland, there were some options. Meeker continued that he hoped to have the information from legislative counsel on Friday, March 21, so he could prepare for the special called meeting. After a short discussion, Council agreed to hold the special called meeting on Saturday, March 29, at 7:45 a.m. Meeker said he would e-mail the documents to Council once he had them finalized. Meeker said he had on item of pending/threatened litigation for executive session.

Brown noted a recent newspaper article regarding increased staffing and funding for the Fire Department. He said a lot of numbers were being thrown out that might not be accurate. Brown said it might need to be discussed at another meeting. Rapson suggested directing Salvatore to clarify the numbers.

Salvatore said he spoke with the Fire Chief and Interim City Manager. He continued that the article criticized the idea of using consultants. Salvatore said everyone was in agreement that a consultant was the way to go, including the Fire Chief. The Requests for Proposal (RFPs) had gone out. Salvatore explained that the funds came from the surplus sale of #8 (a fire engine that had been replaced) for \$85,000. All of that money was going back into the Fire Department and a budget amendment would be forthcoming. Salvatore noted there were figures in the article that showed there would be a net savings to homeowners if the Insurance Service Office (ISO) rating improved. According to the article, the homeowners' insurance rates would decrease more than taxes would increase. Salvatore said that might be true in some cases, but he added some insurance companies might not give any discount based on the ISO rating.

McMenamin felt Salvatore's comments were very valuable and should be made to the public. She agreed that the matter should go on an agenda.

Salvatore also clarified that the article said the Fire Department's request were denied. He pointed out the requests were not denied since no action was taken at retreat or since.

Rapson agreed with McMenamin and said he would like for staff to do an analysis because it looked like there was staffing involved in the article's analysis. He continued there would be other costs in addition to staffing, such as equipment costs. He directed Salvatore to get with Chief Lohr and come to a consensus. He agreed it was an appropriate agenda item.

Brown said it would also be good to find out what the acceptable level of protection was for the City. Salvatore said the proposal asked for recommendations to maintain an effective, efficient, and fiscally responsible operation. Rapson agreed that the study was long overdue and would help the Fire Department. Brown added that the study would also provide a rational scale to go on.

Brown moved to reconvene in executive session for a legal matter. Rapson seconded. The motion carried unanimously.

Tennant moved to reconvene in regular session. Rapson seconded. The motion carried unanimously.

There being no further business to discuss, Tennant moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 10:00 p.m.

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Jane Miller, City Clerk

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Stephen D. Brown, Mayor

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Pamela Dufresne, Recording Secretary

**City of Peachtree City**  
**Minutes of Meeting**  
**March 29, 2003**  
**7:45 a.m.**

The City Council of Peachtree City met Thursday, March 29, 2003, 7:45 a.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

**New Agenda Items**

**03-03-06      Consider Legislation/Resolution Relative to Development  
Authority/Recreation and Entertainment Authority**

City Attorney Ted Meeker said there was not a lot to add to the information Interim City Manager Colin Halterman had e-mailed to everyone earlier. Representative Lynn Westmoreland of the Fayette delegation felt it would be best to amend the current Development Authority statute. If the amendment to the current legislation would not go forward, Meeker said the plan was to enter the legislation for the Recreation and Entertainment Authority.

Rex Green addressed Council and said he represented DIRECT PAC, an organization formed by citizens who were deeply committed to maintaining the City's aura. Green said the organization fully supported the City's Development Authority as it existed and opposed the creation of a superfluous Recreation and Entertainment Authority. Green continued that the organization supported the positions and efforts of Representatives Westmoreland and John Lunsford to pursue an amendment to existing state statutes that could bring quick, effective resolution to the controversy that had surrounded the Development Authority for the last year. He said the change would eliminate the legal shortcomings and was a straightforward, cost-effective, conclusive means of resolving the dispute.

Brown asked Green if the organization was a political action committee. Green said yes. Brown asked if they had a position on economic development or any of the changes being asked for, such as the Tennis Center running on a break-even basis.

Green said the organization did not have public positions on anything else yet as it was a nascent organization. Green said, in his opinion, it was always good to have a business run on a break-even basis.

Tennant asked how many members the PAC had. Green said he did not know how many people had paid dues to date, but it was not an insignificant number.

Rick Schlosser told Council he was also a member of the PAC and was speaking on behalf of the PAC. He said the group was optimistic about the proposed solution to the yearlong debate about the Development Authority. Schlosser noted that debate was sometimes useful in the decision-making process, but tone of the debate included personal attacks and inappropriate reactions from involved and uninvolved parties. He

pointed out that the local press exacerbated the matter and the Atlanta media had also covered the debate. Schlosser said when the Atlanta press thought a local government's internal debate was newsworthy, then they were probably doing something wrong. Schlosser thanked Westmoreland for his efforts. Schlosser continued it was not Westmoreland's responsibility to solve the City's problems; it was Council's responsibility and the citizens'. He noted that Council Members had been strong advocates of involving residents in important decisions. Schlosser said DIRECT PAC's members were all citizens of the City and would help confront future problems and challenges. The members might be supportive or critical of Council's decisions or proposals, but hoped Council recognized they were a valuable resource. Schlosser said they were all committed to the City's future.

Sharon Waples told Council that she wholeheartedly supported Westmoreland's proposal. She felt it would be an easy fix to a problem that seemed to take up most of Council's time for the past year. In response to a question asked by Mayor Brown regarding the Tennis Center operating on a break-even basis, Waples asked Brown how he felt about the fact that Kedron Fieldhouse, The Gathering Place, and the Baseball/Soccer Complex did not operate on a break-even basis. Waples said she was not opposed to that since cities were supposed to provide activities and help pay for youth and senior activities. She said most people in the City were not aware of that and felt it was unfair for Council to target the Tennis Center.

Brown said the former Mayor and Council requested those venues run on a break-even basis and it was stated in minutes for years that this operation would function on a break-even basis. McMenamin said that was misworded. She said the intent when the Tennis Center was turned over to the Development Authority was to allow them to do some creative things and encouraged them to eventually operate on a break-even basis. Council never set any guidelines for them. McMenamin continued that Council allowed more flexibility and time when the expansion was built.

Brown noted that the former Mayor said under oath that the Tennis Center expansion would help that facility operate on a break-even basis and he expected the center to break even. McMenamin said that was expected eventually. Brown continued that the other facilities named by Waples were passed by public referendum. When the public said they were willing to pay for something, then the City did it. Brown said several citizens, including himself, had asked that the Tennis Center expansion be put on a referendum and it was not done. The process was circumvented while other recreation projects were on the public referendum. Brown said that was a problem. There was also an additional debt load the citizens would have to bear. Brown continued that the people were not allowed to vote and still had to carry the debt load and that presented a prickly problem. He said they were trying to work that out.

McMenamin moved to approve the resolution to move forward with the legislation as stated and as before Council. Tennant seconded.

Weed said the document, in addition to the work of Westmoreland, was also the work of Scott Bradshaw, Brian Palmitessa, Bob Brooks, Doug Warner, Dan Tennant, and himself. They had continued to work with the Development Authority to resolve a thorny issue, an issue the members of the Development Authority and Council found themselves in and were surprised by. Weed continued it was not the product of one person's genius, but was the best product that could be gotten out of an unfortunate situation. He thanked the members of Council and the Development Authority who worked to resolve the matter without it going to litigation.

Tennant echoed Weed's sentiments. He said it was important for the record that it be known that the main reason the Recreation and Entertainment Authority was proposed was to have a legal financing vehicle to take care of the Development Authority debt. There was no need for the new authority with the proposed changes to the Development Authority legislation. Tennant said the subcommittee worked hard to come up with a compromise. Tennant noted one small grammatical error in the resolution on the first page.

McMenamin amended her motion to take care of the grammatical change. Tennant seconded. The motion was approved 4-0-1 (Rapson).

**Council/Staff Topics**

Interim City Manager Colin Halterman reminded Council that Student Government Day was Thursday, April 3, at 8:30 a.m.

Tennant moved to reconvene in executive session after a short break for a legal matter. Weed seconded unanimously.

Tennant moved to reconvene in regular session. Rapson seconded. The motion carried unanimously.

There being no further business to discuss, Tennant moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 8:15 a.m.

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Pamela Dufresne, Recording Secretary

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Stephen D. Brown, Mayor

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**VIA:** Interim City Manager 

**FROM:** Deputy City Clerk 

**DATE:** April 9, 2003

**SUBJECT:** Alcohol License – Change in License Representative –  
Kwickie/Flash Foods #246

---

Kwickie/Flash Foods #246, a convenience store located at 1001 Crosstown Road, has submitted an application for a change in the alcoholic beverage license. Ms. Karen M. Parra has requested she be appointed as the License Representative. Ms. Parra will attend the meeting on Thursday, April 17<sup>th</sup>, to answer any questions you may have.

BT:pd

Attachments



# Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Karen Michelle Parra  
Name

37 Red Oak Drive Newnan, GA 30263  
Address

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

  
Signature  
4-1-03  
Date

  
Witness



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

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

|                                                   |                                                                           |                                        |
|---------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------|
| Business Name: #246<br>Kwickie Flash Foods        | Business Location:<br>1001 Crosstown Rd.<br>PTC, GA 30269                 |                                        |
| Nature of Business:<br>Convenience Store          | Mailing Address:<br>P.O. Box 2149<br>102 Lee Avenue<br>Waycross, GA 31502 | Business Phone Number:<br>770-631-1747 |
| Name of Licensee:<br>William Glen Bryson          | Home Address:<br>3915 Old Walbertown Road<br>Waycross, GA 31503           | Home Phone Number:<br>912-285-7542     |
| Name of License Representative:<br>Karen M. Parra | Home Address: 34 Red Oak Dr.<br>Newnan, GA 30263                          | Home Phone Number:<br>770) 251-2158    |

Please indicate type of licenses applying for:

| Retail Consumption Dealer |   | Retail Package Dealer |  | Wholesale Dealer  |  |
|---------------------------|---|-----------------------|--|-------------------|--|
| Malt Beverage             | X | Malt Beverage         |  | Malt Beverage     |  |
| Wine                      | X | Wine                  |  | Wine              |  |
| Distilled Spirits         |   | Distilled Spirits     |  | Distilled Spirits |  |

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

| NAME                                                                                                                                           | ADDRESS                                                   | PHONE NUMBERS                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc. | Please provide Home Addresses for the individuals listed: | Please provide Home and Business Phone Numbers for individuals listed: |
| List of Corporate Officers attached                                                                                                            |                                                           |                                                                        |
| Jackie Cunningham                                                                                                                              | 172 Beagle Blvd.<br>Alma, GA 31516                        | 912-285-4016<br>8221                                                   |
|                                                                                                                                                |                                                           |                                                                        |
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Is any person who owns an interest in the license an employee of the City of Peachtree City? NO

**List of Corporate Officers and Directors**

**The Jones Company  
and  
Flash Foods, Inc.**

**J.C. Jones, Jr. – Director  
505 Bent Tree Road  
Blackshear, Georgia 31516  
DL# 252507409  
SSN# 252-50-7409  
912-285-4008**

**James C. Jones, III – Chief Executive Officer  
441 Blount Road  
Waycross, Georgia 31503  
DL# 257132233  
SSN#257-13-2233  
912-285-0045**

**James A. Walker, Jr. – President  
1286 River Oaks Drive  
Blackshear, Georgia 31516  
DL# 255720960  
SSN# 255-72-0960  
912-283-6030**

**Patrick C. Jones – Vice President Marketing  
1615 Seminole Springs Road  
Waycross, Georgia 31501  
DL# 257130319  
SSN# 257-13-0319  
912-283-8958**

**Phil Wysong – Secretary/Treasurer  
1043 Woods Road  
Waycross, Georgia 31501  
DL# 255760510  
SSN# 255-76-0510  
912-283-1015**

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**VIA:** Interim City Manager

**FROM:** Deputy City Clerk

**DATE:** April 9, 2003

**SUBJECT:** Alcohol License – Change in Licensee and License Representative –  
Wyndham Peachtree Hotel and Conference Center

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Wyndham Peachtree Hotel and Conference Center, a hotel and conference center located at 2443 Highway 54 West, has submitted an application for changes in its alcoholic beverage license. Ms. Vickie S. Litton has requested she be appointed as the Licensee. Ms. Helen Louise King-Simmons has requested she be appointed as the License Representative. Ms. King-Simmons will attend the meeting on Thursday, April 17<sup>th</sup>, to answer any questions you may have.

BT:pd

Attachments



# Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Vickie S. Litton  
Name

2502 Golden Oaks Drive Garland, Texas 75044-7336  
Address

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

James V. Murray  
Signature

April 4, 2003  
Date

Major R. M. Dukes  
Witness



# Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Helen Louise King-Simmons  
Name

2521 Hampton Park Court Marietta, GA 30062  
Address

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

James V. Murray  
Signature  
April 4, 2003  
Date

Myron R. M. Oulter  
Witness



# APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

|                                                                                               |                                                                                     |                                                 |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Business Name:</b><br>PWMB, Inc. d/b/a<br>Wyndham Peachtree<br>Hotel and Conference Center | <b>Business Location:</b> 2443 Highway 54W<br>Peachtree City, GA 30269              |                                                 |
| <b>Nature of Business:</b><br>Hotel                                                           | <b>Mailing Address:</b><br>1950 Stemmons Freeway, Suite 6001<br>Dallas, Texas 75207 | <b>Business Phone Number:</b><br>(770) 486-3200 |
| <b>Name of Licensee:</b><br>Vickie S. Litton                                                  | <b>Home Address:</b><br>2502 Golden Oaks Drive<br>Garland, Texas 75044-7336         | <b>Home Phone Number:</b><br>(972) 495-8480     |
| <b>Name of License Representative:</b><br>Helen Louise King-Simmons                           | <b>Home Address:</b><br>2521 Hampton Park Court<br>Marietta, Georgia 30062          | <b>Home Phone Number:</b><br>(678) 560-7072     |

| Retail Consumption Dealer |                   | Retail Package Dealer |                   | Wholesale Dealer |                   |
|---------------------------|-------------------|-----------------------|-------------------|------------------|-------------------|
| XX                        | Malt Beverage     |                       | Malt Beverage     |                  | Malt Beverage     |
| XX                        | Wine              |                       | Wine              |                  | Wine              |
| XX                        | Distilled Spirits |                       | Distilled Spirits |                  | Distilled Spirits |

| NAME                                                                                                                                           | ADDRESS                                                   | PHONE NUMBERS                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc. | Please provide Home Addresses for the Individuals listed: | Please provide Home and Business Phone Numbers for Individuals listed: |
| See Attached.                                                                                                                                  |                                                           |                                                                        |
|                                                                                                                                                |                                                           |                                                                        |
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Is any person who owns an interest in the license an employee of the City of Peachtree City? No

**Attachment to City of Peachtree City Application for Alcoholic Beverage License**

| <b>Corporation Name</b>                                   | <b>Corporation Address</b>                   | <b>Corporation Phone Number</b> |
|-----------------------------------------------------------|----------------------------------------------|---------------------------------|
| PWMB, Inc.                                                | 1950 Stemmons #6001, Dallas, Texas 75207     | 214-863-1000                    |
| <b>Officers</b>                                           | <b>Home Address</b>                          | <b>Home Phone Number</b>        |
| Jeffrey George Wagoner, President                         | 5340 Tate Avenue, Plano, Texas 75093         | 972-781-2622                    |
| Judy Lowe Hendrick, Vice President/Treasurer              | 5901 Glendower, Plano, Texas 75093           | 972-608-2958                    |
| Mark Milenko Chloupek, Vice President/Assistant Secretary | 4433 Hyer Street, Dallas, Texas 75205        | 214-522-7726                    |
| Vickie S. Litton, Secretary                               | 2502 Golden Oaks Drive, Garland, Texas 75044 | 972-495-8480                    |
| <b>Contact Person</b>                                     | <b>Contact Address</b>                       | <b>Contact Phone Number</b>     |
| Ms. Vickie S. Litton                                      | 1950 Stemmons #6001, Dallas, Texas 75207     | 214-863-1000                    |

# CITY OF PEACHTREE CITY

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**DATE:** March 28, 2003

**MEMO TO:** Mayor and City Council

**VIA:** Colin W. Halterman, Interim City Manager *CWH*

**FROM:** Paul J. Salvatore, Director of Financial Services *P.S.*  
Janet I. Camburn, Assistant Finance Director *JIC*

**SUBJECT:** Wrecker Service Contract

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On October 16, 2002 and again on December 4, 2002, the City requested proposals for wrecker service for the City of Peachtree City. On January 6, 2003, the City received responses from three firms interested in entering into a contractual arrangement with the City. The firms are:

Caswell's Wrecker Service of Newnan, Georgia  
Parker Wrecker Service of Newnan, Georgia  
Peachtree Towing of Peachtree City, Georgia

The Police Department has reviewed the proposals and has determined that the proposal submitted by Parker Wrecker Service is the overall lowest proposal. Although the Police Department has expressed some concern regarding the required response time by this particular firm, they have noted that if the company can consistently honor the twenty minute response time, as stipulated in the contractual agreement, the Police Department would favorably recommend Parker Wrecker Service be awarded the contract.

Staff concurs with the Police Department and recommends the wrecker service contract be awarded to Parker Wrecker Service and that the current provider, Fayette Wrecker Service, be notified of a 30-day cancellation of their relationship with the City.

**CITY OF PEACHTREE CITY**  
**POLICE DEPARTMENT**  
**WRECKER SERVICE CONTRACT AGREEMENT**

This Agreement made and entered into on this date \_\_\_\_\_,  
by and between the City of Peachtree City, to be also referred to as the "**CITY**" and who  
shall be referred to as the "**CONTRACTOR.**"

The provisions outlined in this Agreement shall be supervised and enforced by  
the Peachtree City Chief of Police or his designee and any violation or performance  
failure on the part of the **CONTRACTOR** shall be documented and appropriate action  
will be taken to include suspension or termination of the Wrecker Service Agreement.

An appeal of the Chief of Police's decision can be made to the City Manager of  
the **CITY**.

The Chief of Police of the City of Peachtree City will act as an official agent of the  
citizens of the City of Peachtree City.

### **DEFINITION OF WORDING, PHRASES, ETC.**

1. **SIMPLE TOW:** This includes the furnishing of a wrecker and all work necessary to properly hook up to the disabled vehicle and tow it to a storage/repair area.
2. **DAMAGED VEHICLE TOW:** This includes vehicles, which have been damaged to the extent of causing problems in preparation for towing or in the actual towing.
3. **SERVICE TO BE RENDERED IMMEDIATELY UPON REQUEST:** This means that the **CONTRACTOR** will have a wrecker standing by and will start toward the scene of traffic infringement immediately after a call for service is received. Arrival shall be within twenty (20) minutes, or as advised by **CONTRACTOR** of reasonable delay.
4. **LIGHT DUTY WRECKER:** A light duty wrecker is defined as one of 14,500 lb. minimum G.V.W. (Gross vehicle weight) with an 8,000 lb. power winch.
5. **MEDIUM DUTY WRECKER:** A medium duty wrecker is defined as one of 25,000 lb. minimum G.V.W. with a 20,000 lb. power winch.
6. **HEAVY DUTY WRECKER:** A heavy duty wrecker is defined as one of 30,000 lb. minimum G.V.W. with a 30,000 lb. power winch.
7. **CONTRACTOR:** The person, company, or corporation to whom the contract is awarded.
8. **AUTHORITY TO REQUEST WRECKER SERVICE:** The **CONTRACTOR** will perform work, answer calls, and receive instructions from the Peachtree City Police Department, Fire Department, Fleet Manager, or Fayette County E-911. The **CONTRACTOR** is specifically prohibited from being involved except as herein outlined.
9. **MILEAGE:** No mileage will be assessed within a reasonable distance. A "reasonable distance" will be agreed upon between the **CONTRACTOR** and the **CITY**.

### **SPECIFICATIONS, REQUIREMENTS, TERMS AND CONDITIONS**

The City of Peachtree City is an indirect party to this contract to the extent that under such contract-agreement, the **CITY** will establish an obligation on the part of the **CONTRACTOR** to make available to the City of Peachtree City and the general public the **CONTRACTOR'S** service when and as called upon, at an established cost rate and to safeguard the public by assured coverage while the **CONTRACTOR** is in performance of such agreed upon service.

1. **CALLS FOR SERVICE:** Service under this Contract is to be rendered upon request of the Peachtree City Police Department, Fire Department, Fleet Manager, or Fayette County E-911. Service is to be rendered immediately upon request. Services rendered in response to requests from others or

under other conditions shall not be applicable under this contract. **CONTRACTOR** shall not respond to the scene of an accident inside the City limits of Peachtree City unless called to the scene by the Peachtree City Police Department of Fayette County E-911.

2. **ANSWERING CALLS:** The **CONTRACTOR** will be required to respond within twenty (20) minutes, or so advise the **CITY** of a reasonable delay. If in the judgment of the Peachtree City Police Department, additional wrecker service is needed, then another wrecker service will be called. The Peachtree City Police Department shall have the final determination as to whether or not additional service is required.
3. **ADHERENCE TO LAWS:** **CONTRACTOR** will conform to all Federal, State, and Local laws and/or rules and regulations now in effect or as new ones become applicable. It shall be the duty of the **CONTRACTOR** to ascertain all applicable laws and changes.
4. **TYPES OF SERVICE:** Included under this Agreement is the furnishing of labor force, required equipment, and other means for extricating and removal of wrecked or disabled vehicles from highways, roads, streets, or other public thoroughfares or proximity thereof, and to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed.
5. **CHARGES FOR SERVICES:** The **CONTRACTOR** will charge the public at rates not greater than those stipulated under this contract for its services. Such rates will be posted in the **CONTRACTOR'S** place(s) of business in such a way as to be prominently displayed for the attention and information of claimants of vehicles under the **CONTRACTOR'S** care. Billings or statements of charges will have clearly printed rates applicable under this contract so that the claimant may verify such charges. All charges must be itemized.
6. **RESPONSIBILITY FOR CHARGES FOR SERVICE:** Neither the **CITY** nor the Police Chief shall be responsible to the **CONTRACTOR** for any sum whatsoever, but that all monies paid the **CONTRACTOR**, pursuant to the terms of this Agreement, shall be paid by the owner(s) of the vehicles removed and stored, or by sums derived from a legal sale of such vehicles according to procedures as set forth in O.C.G.A. Section 40-11-5. Each vehicle is to stand as security only for the charges against that vehicle and when vehicles which are unclaimed are sold and do not bring as much as the charges against the particular vehicle, the **CONTRACTOR** agrees to suffer the loss between the sale price and the charges against the particular vehicle. Any excess monies, after the payment of wrecker service fees and the costs of any notification or advertisements required by law, shall be turned over to the court as required by O.C.G.A. Section 40-11-6. Before any sale of vehicles, the **CONTRACTOR** agrees to abide by all the present provisions and future amendments to the Georgia Laws.
7. **RELEASE OF VEHICLES:** Vehicles/equipment removed, towed, and/or stored as a result of Police directed action, will not be released to the owner

except upon written authorization of the Peachtree City Police Department, or upon authority of a Court Action.

8. **INVENTORY AT SCENE AND CONTRACTOR'S RESPONSIBILITY FOR PERSONAL PROPERTY:**

- a. The **CONTRACTOR** shall be responsible and liable for all vehicles and property hauled, towed, or stored under this contract, including all equipment and contents thereof and shall indemnify and hold harmless the **CITY** against all claims for damages to any vehicle and/or property hauled, towed, or stored under this contract.
- b. It will be the responsibility of the Peachtree City Police Department to make an itemized inventory of property or clothing left in any vehicle placed in its care, excluding vehicles involved in accident scenes, under this contract and a copy of the inventory form will be given to the wrecker operator.
- c. If extenuating circumstances exist, an officer or supervisor may deem it necessary to conduct a vehicle inventory to secure electronic equipment, contraband, personal property, or other items deemed valuable or hazardous.
- d. The wrecker operator will check inventory at the scene of the towing and will approve it by signature. The investigating officer shall retain a copy of the inventory form immediately at the scene and forward it to the Police Department.

9. **HOURS OF SERVICE:** The **CONTRACTOR** will maintain a facility with equipment and sufficient labor force, adequate to supply on demand, twenty-four (24) hours per day, every day, to fulfill **CONTRACTOR'S** responsibilities as set forth herein. Standby crews and equipment are to be available so as to meet emergency situations under abnormal conditions.

The **CONTRACTOR** is obligated to release impounded vehicles between the hours of 8:00 a.m. and 5:00 p.m. five (5) days a week (Monday through Friday) and is not required under this Agreement to release such vehicles between the hours of 5:00 p.m. and 8:00 a.m. on weekdays and at anytime on weekends. If the **CONTRACTOR** is required to open his facility after hours, the **CONTRACTOR**, at its discretion, may charge an additional \$25.00, unless the release involves a government vehicle.

10. **OFFICE AND STORAGE FACILITIES:**

- a. The **CONTRACTOR** will be required to maintain a suitable headquarters facility to transact business and to accommodate the public. There shall be someone who can be reached by telephone twenty-four (24) hours every day of the year. Such facility must be maintained properly, clean, and presentable at all times and shall be subject to inspection by the Peachtree City Police Department. Failure to properly maintain facilities

and provide quality service shall be cause for termination at the option of the City.

- b. The **CONTRACTOR** will have an area for storage of towed vehicles or equipment, within the area of service contracted for or other approved location. Such storage area must be secured against free entry and in such a way as to give security to the property entrusted in its care. If the storage area is an open area, it must be enclosed with an eight-foot (8') fence, including barbed wire, to discourage theft, damage, or malicious mischief. Such storage area must have security with reasonable human attendance, posted with "No Trespassing" signs and be lighted. Such open area must be paved or have sufficient packed gravel surface to prevent problems in entry or exit during inclement weather.

11. **WRECKER AND TOWING EQUIPMENT:**

- a. The **CONTRACTOR** shall have in operational condition at all times a minimum of two light duty, one medium duty, and one heavy-duty wrecker(s) in its wrecker fleet. This is the minimum requirement.
- b. Each wrecker will be required to carry a full compliment of service items such as fire extinguishers, chains, ropes, blocks, skid chains, dollies (not required for flatbeds), stop light, flares, flashers, flood lights, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, and other tools needed for lifting, extricating, or righting of wrecked vehicle-equipment and removal from thoroughfare by towing or carting.
- c. Each wrecker shall display the name and telephone number of the **CONTRACTOR** in not less than four-inch (4") letters.

12. **REMOVAL OF DEBRIS:** Each wrecker will carry a broom and the wrecker driver or his assistant shall be required to sweep up and remove broken glass or other debris when a vehicle is removed from the street. Removing all debris from the street is part of the **CONTRACTOR'S** obligation. When directed by Police to remove material from a street which is part of a load being trucked over the thoroughfare, the **CONTRACTOR** may remove, or subcontract for the removal of, the material as directed and charge a reasonable rate for such removal.

13. **EMPLOYMENT OF CONTRACTOR:** The **CONTRACTOR** affirms that he is not an employee or elected official of the City of Peachtree City. The **CONTRACTOR** shall submit to the Police Chief the names, addresses, and ages of all partners, stockholders, and/or any party having any ownership interest whatsoever in the **CONTRACTOR'S** wrecker service company.

14. **IDENTITY OF EMPLOYEES:** The **CONTRACTOR** will submit to the Police Chief the name, address, and age of all persons employed in the wrecker and storage operation and each such person shall be required to be fingerprinted and photographed by the Police Department before they shall be allowed to serve the City of Peachtree City. Notice in writing to the Police Chief must be made of any changes in the above information.

15. **RECORDS:** The **CONTRACTOR** will provide pre-printed impound inventory forms for the service under this contract. In addition to all other information required by law, the following shall be indicated on the form:
  - a. Time the call came from the Police Department or Fayette County E-911.
  - b. Arrival time at the scene of accident (or the sight where directed).
  - c. Departure time from the scene indicated in item (b).
  - d. Arrival time at the storage facility.
16. **EXAMINATION OF RECORDS:** The **CONTRACTOR** agrees that the Chief of Police or duly authorized representative shall have access to and the right to examine any books or records related to the contract. Such records will be maintained for three years after the end of this contract. **CONTRACTOR** acknowledges that the books and records related to the contract are subject to the Georgia Open Records law.
17. **MONTHLY REPORTS:** The **CONTRACTOR** will provide a list of tows and tow fees initiated by the Peachtree City Police Department, on a monthly basis to the Chief of Police, by the 15<sup>th</sup> of the following month.
18. **REQUIREMENTS OF STATE LAW:** In addition to prior terms, conditions, etc., spelled out in this specification, the **CONTRACTOR**, will comply with any Federal, State, or Local law or ordinance applicable to this operation.
19. **PERFORMANCE BOND:** The **CONTRACTOR** shall furnish a commercial type of Performance Bond in favor of the City of Peachtree City, Georgia in the amount of \$5,000.00 as a guarantee for faithful performance of this contract. Such bond shall be kept in full force during the life of the contract and shall be incumbent upon the **CONTRACTOR** and Surety not to permit the bond to expire. Such surety of bond shall be acceptable to the City and be licensed to do business in the State of Georgia. Failure to maintain the Performance Bond shall result in termination of the contract at the option of the **CITY** without the required thirty (30) days' notice.
20. **INSURANCE:** The **CONTRACTOR** further agrees to furnish to the **CITY** a Certificate of Insurance in the amount not less than \$100,000.00 for one vehicle or \$300,000.000 for one incident, conditioned to guarantee against loss, in case of any fire, theft, or other hazard causing damage to any vehicle while in the custody of the **CONTRACTOR**, or under its control; provided further, that such a deduction shall not operate to relieve the **CONTRACTOR** from liability for the full amount of said loss. The **CONTRACTOR** shall further carry insurance and be fully responsible for any articles left in a vehicle or truck held by the **CONTRACTOR** and shall hold the **CITY** harmless for any losses of this nature whatsoever.

It is mutually agreed between the parties that the **CITY** shall be completely held harmless by the **CONTRACTOR** and all persons whom its services under this contract and that the **CONTRACTOR** shall furnish a copy of the insurance policies issued as previously set out in the contract to the Chief of Police during the tenure of this Agreement and shall defend at its own

expense, any and all litigation of every nature and description that may grow out of its services rendered under this contract.

21. **CONTRACT PERIOD:** The contract period is to commence immediately upon execution of this contract by both parties and shall terminate absolutely and without further obligation on the part of the **CITY** at the close of this calendar year; however, this contract shall be automatically renewed for three consecutive calendar years terminating on December 31, 2006, unless either party notifies the other that it is terminating the contract, in which case the contract is terminated thirty (30) days after the delivery of such notice. Since this contract is for possible services to be rendered in the future by the **CONTRACTOR** upon the request of the **CITY** for third parties, there is no financial obligation on the part of the **CITY**. Title to any supplies, materials, equipment or other personal property shall remain in the possession of the **CONTRACTOR**.
22. **CHARGES:** Subject to all requirements, specifications, etc., of this invitation and resulting contract, the following rates will apply:
  - a. For simple towing of auto, pickup, motorcycle, or golf cart, from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR**, or City facility, an amount not to exceed \$45.00, except that **CONTRACTOR** shall have the right to charge \$12.50 per hour (minimum of \$12.50) for each person in addition to the driver needed to retrieve a golf cart if the golf cart is inaccessible to the wrecker without first relocating it.
  - b. For simple towing of a truck tractor from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR**, or City facility, an amount not to exceed \$100.00.
  - c. For simple towing of a tractor-trailer combination from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR**, or City facility, an amount not to exceed \$125.00.
  - d. When additional service by way of temporary repair to the vehicle, and where necessary to remove said vehicle from an inaccessible location and to place same upon the public highway, road, or street, the **CONTRACTOR** shall be entitled to additional charges for such service, which charges shall be reasonable, not to 20.00 per hour for vehicles of one (1) ton or under, and \$50.00 per wrecker for vehicles exceeding one (1) ton, for actual time required to remove the vehicle from the inaccessible location to the right-of-way of the road. It is the intent of the parties that this charge should be on a pro-rated basis of the actual time removing the vehicle from the inaccessible place (i.e. 30 minutes \$10.00, etc.)
  - e. Where dollies are necessary, the **CONTRACTOR** may charge an additional fee of \$35.00. The fee will not be charged where a single tow vehicle is used to tow two vehicles.

- f. Where it becomes necessary to drop the drive shaft on a vehicle in order to tow it safely, an additional charge of \$25.00 may be made.
  - g. Removal of a tractor bumper - \$25.00.
  - h. Remove a tractor axle, per axle - \$25.00.
  - i. Storage of vehicles, per day, or portion of a day:
    - 1. Storage of a passenger car, pickup, motorcycle, or golf cart - \$10.00.
    - 2. Storage of a truck larger than a pickup - \$10.00 up to one (1) ton.
    - 3. Storage of a tractor - \$20.00.
    - 4. Storage of a trailer - \$20.00.
    - 5. Storage of a tractor and trailer - \$20.00 of together.
  - j. The **CONTRACTOR** agrees, however, that it will tow and store, without charge, any vehicle which is impounded and belongs to a victim, or victim's family, of a capital crime, i.e. murder, rape, kidnapping, etc.
23. **IMPOUNDED VEHICLES TOWED TO PEACHTREE CITY POLICE DEPARTMENT:** All vehicles impounded by the Peachtree City Police Department and towed to the Police Department for processing, and afterwards towed to **CONTRACTOR'S** storage area shall be charged only one basic tow fee.
24. **ALL PEACHTREE CITY VEHICLES:** All City vehicles are to be towed at no cost to the **CITY** to the location designated by the Police Department, Fire Department, or Fleet Manager.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on this day and year first above written.

**CITY OF PEACHTREE CITY**

**CONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



## POLICE DEPARTMENT

350 South Highway 74 • Peachtree City, Georgia 30269 • 770-487-8866 • Fax: 770-631-2512



JAMES V. MURRAY  
Chief of Police

TO: MAYOR AND CITY COUNCIL

FROM: JAMES V. MURRAY, CHIEF OF POLICE

DATE: MARCH 14, 2003

SUBJECT: WRECKER CONTRACT AGREEMENT

The following wrecker services submitted bid document forms regarding interest in the wrecker service contractual agreement for the City of Peachtree City:

Caswell's Wrecker Service Newnan, GA  
Parker Wrecker Service Newnan, GA  
Peachtree Towing Peachtree City GA

The contract bids were evaluated based on the requirements set forth in the city's bid and specifications letter distributed on December 4, 2002. Subsequent evaluations were accomplished in accordance with policies and procedures addressing the bidding process.

Of the three wrecker services participating in the bidding process, Parker Wrecker Service was the lowest bidder. Because of Parker Wrecker Service's geographic location, their response time may be inhibited due to the traffic volume in the west corridor of our city. If this company can consistently honor the twenty-minute response time, as stipulated in the contractual agreement, the Police Department would favorably recommend Parker Wrecker Service be awarded the contract.

It is also recommended that the city provide Fayette Wrecker Service a thirty-day (30) cancellation notification, informing them of the impending change.

JVM/slp

Cc: Colin Halterman, Acting City Manager  
Paul Salvatore, Finance Director  
Janet Camburn, Assistant Finance Director

# CITY OF PEACHTREE CITY

## WRECKER SERVICE

### BID DOCUMENT FORM

**BID:**

- a. For simple towing of auto, pickup, motorcycle, or golf cart, from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 45.00, except that **CONTRACTOR** shall have the right to charge \$ 12.50 per hour (minimum of \$ 12.50) for each person in addition to the driver needed to retrieve a golf cart if the golf cart is inaccessible to the wrecker without first relocating it.
- b. For simple towing of a truck tractor from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 100.00.
- c. For simple towing of a tractor-trailer combination from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 125.00.
- d. When additional service by way of temporary repair to the vehicle and where necessary to remove said vehicle from an inaccessible location and to place same upon the public highway, road, or street, the **CONTRACTOR** shall be entitled to additional charges for such service, which charges shall be reasonable, not to exceed \$ 20.00 per hour for vehicles of one (1) ton or under, and \$ 50.00 per wrecker for vehicles exceeding one (1) ton, for actual time required to remove the vehicle from the inaccessible location to the right-of-way of the road. It is the intent of the parties that this charge should be on a pro-rated basis of the actual time removing the vehicle from the inaccessible place (i.e. 30 minutes \$ 10.00, etc.).
- e. Where dollies are necessary, the **CONTRACTOR** may charge an additional fee of \$ 35.00. The fee will not be charged where a single tow vehicle is used to tow two vehicles.
- f. Where it becomes necessary to drop the drive shaft on a vehicle in order to tow it safely, an additional charge of \$ 25.00 may be made.
- g. Removal of a tractor bumper - \$ 25.00.
- h. Remove a tractor axle, per ax - \$ 25.00.

i. Storage of vehicles, per day, or portion of a day:

- Storage of a passenger car, pickup, motorcycle or golf cart -  
\$ 10.00
- Storage of a truck larger than a pickup - \$ 10.00 up to a 1-ton
- Storage of a tractor - \$ 20
- Storage of a trailer - \$ 20
- Storage of a tractor and trailer - \$ 20 per day if together

SUBMITTED BY:

AUTHORIZED  
SIGNATURE:

Mike Parker

PRINT OR TYPE THE FOLLOWING:

NAME:

Parker Wrecker Ser. Mike & Janet Parker

NAME OF FIRM:

Parker Wrecker Ser.

ADDRESS:

P.O. Box 71096

242 Greenville St.

CITY, STATE, & ZIP:

Newman, Ga. 30263

TELEPHONE  
NUMBER:

770-253-5505

FAX NUMBER:

770-253-0420

# CITY OF PEACHTREE CITY

## WRECKER SERVICE

### BID DOCUMENT FORM

**BID:**

- a. For simple towing of auto, pickup, motorcycle, or golf cart, from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 65.00, except that **CONTRACTOR** shall have the right to charge \$ 40.00 per hour (minimum of \$ 25.00) for each person in addition to the driver needed to retrieve a golf cart if the golf cart is inaccessible to the wrecker without first relocating it.
- b. For simple towing of a truck tractor from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 150.00.
- c. For simple towing of a tractor-trailer combination from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 300.00.
- d. When additional service by way of temporary repair to the vehicle and where necessary to remove said vehicle from an inaccessible location and to place same upon the public highway, road, or street, the **CONTRACTOR** shall be entitled to additional charges for such service, which charges shall be reasonable, not to exceed \$ 40.00 per hour for vehicles of one (1) ton or under, and \$ 100.00 per wrecker for vehicles exceeding one (1) ton, for actual time required to remove the vehicle from the inaccessible location to the right-of-way of the road. It is the intent of the parties that this charge should be on a pro-rated basis of the actual time removing the vehicle from the inaccessible place (i.e. 30 minutes \$ 50.00, etc.).
- e. Where dollies are necessary, the **CONTRACTOR** may charge an additional fee of \$ 20.00. The fee will not be charged where a single tow vehicle is used to tow two vehicles.
- f. Where it becomes necessary to drop the drive shaft on a vehicle in order to tow it safely, an additional charge of \$ 15.00 may be made.
- g. Removal of a tractor bumper - \$ 25.00.
- h. Remove a tractor axle, per ax - \$ 25.00

i. Storage of vehicles, per day, or portion of a day:

- Storage of a passenger car, pickup, motorcycle or golf cart - \$ 10.00,
- Storage of a truck larger than a pickup - \$ 15.00,
- Storage of a tractor - \$ 25.00.
- Storage of a trailer - \$ 25.00.
- Storage of a tractor and trailer - \$ 50.00.

SUBMITTED BY:

AUTHORIZED  
SIGNATURE:

Kenny McElwaney

PRINT OR TYPE THE FOLLOWING:

NAME:

Kenny McElwaney

NAME OF FIRM:

Peachtree Towing

ADDRESS:

213 Huddleston Road

CITY, STATE, & ZIP:

Peachtree City, GA 30269

TELEPHONE  
NUMBER:

770-487-0287

FAX NUMBER:

770-487-0280

## CITY OF PEACHTREE CITY

### WRECKER SERVICE

#### BID DOCUMENT FORM

**BID:**

- a. For simple towing of auto, pickup, motorcycle, or golf cart, from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 44.<sup>00</sup>, except that **CONTRACTOR** shall have the right to charge \$ 25.<sup>00</sup> per hour (minimum of \$ 25.<sup>00</sup>) for each person in addition to the driver needed to retrieve a golf cart if the golf cart is inaccessible to the wrecker without first relocating it.
- b. For simple towing of a truck tractor from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 75.<sup>00</sup>.
- c. For simple towing of a tractor-trailer combination from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR** or City facility, an amount not to exceed \$ 135.<sup>00</sup>.
- d. When additional service by way of temporary repair to the vehicle and where necessary to remove said vehicle from an inaccessible location and to place same upon the public highway, road, or street, the **CONTRACTOR** shall be entitled to additional charges for such service, which charges shall be reasonable, not to exceed \$ 25.<sup>00</sup> per hour for vehicles of one (1) ton or under, and \$ 125.<sup>00</sup> per wrecker for vehicles exceeding one (1) ton, for actual time required to remove the vehicle from the inaccessible location to the right-of-way of the road. It is the intent of the parties that this charge should be on a pro-rated basis of the actual time removing the vehicle from the inaccessible place (i.e. 30 minutes \$ 125.<sup>00</sup>, etc.).
- e. Where dollies are necessary, the **CONTRACTOR** may charge an additional fee of \$ 20.<sup>00</sup>. The fee will not be charged where a single tow vehicle is used to tow two vehicles.
- f. Where it becomes necessary to drop the drive shaft on a vehicle in order to tow it safely, an additional charge of \$ 25.<sup>00</sup> may be made.
- g. Removal of a tractor bumper - \$ 25.<sup>00</sup>.
- h. Remove a tractor axle, per ax - \$ 25.<sup>00</sup>

- i. Storage of vehicles, per day, or portion of a day:
- Storage of a passenger car, pickup, motorcycle or golf cart - \$ 9.00
  - Storage of a truck larger than a pickup - \$ 12.50
  - Storage of a tractor - \$ 17.50
  - Storage of a trailer - \$ 17.50
  - Storage of a tractor and trailer - \$ 35.00

SUBMITTED BY:

AUTHORIZED  
SIGNATURE:

Marcus Caswell Pres.

PRINT OR TYPE THE FOLLOWING:

NAME:

MARCUS CASWELL

NAME OF FIRM:

CASWELL'S HEAVY DUTY RECOVERY INC.

ADDRESS:

679 Hwy 29 South

CITY, STATE, & ZIP:

NEWNAN GA. 30263

TELEPHONE  
NUMBER:

770-251-8921 - 770-257-9453

FAX NUMBER:

770-304-1597



# Peachtree City

---

**Georgia**

**TO:** Mayor and Councilmembers

**VIA:** Interim City Manager *[Signature]*  
Interim Developmental Services Director *[Signature]*

**FROM:** City Planner/ Zoning Administrator *[Signature]*

**DATE:** April 10, 2003

**SUBJECT:** Leach Tract Rezoning

---

At the last Council meeting, Staff presented the text for the Leach Tract rezoning ordinance. At that time, Staff presented the zoning as LUC-19 Limited Use Commercial. Staff has discovered an apparent numbering error in the overall LUC zoning ordinance, as there does not appear to be an LUC-18 classification.

Staff is therefore recommending that Council authorize us to codify the Leach Tract rezoning as LUC-18 Limited Use Commercial. All verbiage and conditions will remain the same as presented to and adopted by Council at our last meeting.

*Attachment*

AN ORDINANCE TO AMEND THE  
PEACHTREE CITY ZONING ORDINANCE  
TO REZONE PROPERTY ON GA 74 NORTH  
FOR COMMERCIAL DEVELOPMENT  
AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that a 2.3525-acre parcel adjacent to GA 74 North be rezoned from its current designation of AR Agricultural Reserve to LUC-18 Limited Use Commercial by amending Section 1006B Specific Limited-Use Commercial Districts and adding Section 1006B.18 as follows:

(Section 1006B.18) *Limited use commercial district no. 18.*

- (a) A tract of property described below shall be rezoned from its present classification of AR Agricultural Reserve to LUC-18. Said property is more particularly described as follows:

All that tract of land lying and being in land lot 158 of the 7<sup>th</sup> district of Fayette County, Georgia, being more particularly described as follows:

To find the point of beginning, commence at the intersection of the centerline of Wisdom Road and the eastern right-of-way line of State Route 74; thence running along said eastern right-of-way line of State Route 74 in a northerly direction, 500.86 feet to an axle found and the true Point of Beginning; thence running, North 8 41'14" West, 446.90 feet to a point; thence leaving said eastern right-of-way line of State Route 74 and running, North 88 32'14" East, 233.85 feet to a point; thence, South 08 18'02" East, 441.89 feet to a point; thence, South 87 23'26" West, 230.31 feet to an axle found on the aforesaid eastern right-of-way line of State Route 74 and the true Point of Beginning. Said tract contains 2.3525 acres (102,473 square feet), more or less, as per survey prepared for Helen Leach by Delta Surveyors, Inc. dated September 12, 1998.

- (b) The above-described tract is illustrated in Exhibit "A," which is included with this Ordinance as an Attachment. It is intended that the LUC-18 zoning district be established specifically for a mixed retail/ commercial use to be developed substantially in accordance with the following express conditions:

(1006B.18.1) *Conformance with master plan.*

Development shall take place in conformance with the master plan prepared by Site Design Services, Inc. (last revised November 4, 2002). Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action.

(1006B.18.2) *Permitted uses.*

- (a) Retail business involving the sale of merchandise on the premises.
- (b) Business involving the rendering of a personal service on the premises.
- (c) Office for governmental, business, professional, or general purposes.

(1006B.18.3) *Uses not permitted.*

- (a) Transportation facility or terminal.
- (b) Self-service storage facilities, i.e., mini-warehouses.
- (c) Adult bookstores.
- (d) Package stores.
- (e) Restaurants and any business involving the sale of food or beverage on the premises.
- (f) Gas stations.
- (g) Off-street auto parking facility.
- (h) Massage parlors.
- (i) Open yard for the sale, rental, and/or storage of materials or equipment, including junk or salvage materials.
- (j) Convenience-type stores.

(1006B.18.4) *Conditional uses.*

No conditional uses shall be permitted within this zoning district.

(1006B.18.5) *Other requirements.*

- (a) Maximum commercial area.

The overall area of general retail, commercial and/ or office space shall not exceed 19,000 SF. All requirements listed in Section (1006A.4) are requirements for any development within the LUC-18 zoning district.

(b) Parking.

Parking shall be provided as set forth in Section 909. Dumpsters, loading and service areas shall not be located within any building setbacks and shall be properly screened from view.

(c) Curb cuts.

The tract shall be limited to one right-in/ right-out curb cut on GA 74. The tear-drop island within this entrance must be landscaped with plant material rather than concrete.

(d) Access drive.

The access road along the rear property line shall be designed in a manner such that the adjoining properties can connect to this road as they are developed.

(e) Architectural concept.

A unified architectural concept for the overall tract must be developed and approved by the Planning Commission. The architectural design of all buildings must be residential in character and must blend in with the scale and design of surrounding developments. All sides of each building must include architectural detailing and similar building materials.

(f) Site lighting.

A complete site lighting plan, including all lighting proposed on the exterior of the buildings, must be developed and approved by the Planning Commission. Wall packs or other external lighting sources will not be permitted on the sides and rear of the buildings without approval. All site lighting must be directed away from the adjoining residential subdivision and placed on a timer. The level of illumination within all parking and service areas must not exceed 3 foot-candles.

(g) Signage program.

Signage shall be provided as set forth within the City's Sign Ordinance and in accordance with an overall sign program for the tract that shall be approved by the Planning Commission as a part of the conceptual site plan review process.

(h) Landscape concept.

A complete landscape plan must be developed and approved by the Planning Commission. The plan must provide for a fully landscaped entrance off GA 74, including substantial landscaping within the detention and buffer areas adjacent to GA 74. The 10-foot wide landscaped area along the rear property line must be heavily landscaped to assist in providing a visual separation between the proposed development and the adjoining subdivision. All landscaped areas within the site, including the GA 74 right-of-way, must be irrigated.

(i) Utility connections.

The property must be connected to the City's sanitary sewer system, and the existing septic system must be removed. All overhead utility lines that traverse the site must be relocated underground.

(j) Application of requirements and conditions:

The requirements and conditions specified in this section shall remain in effect unless specifically amended or revoked by subsequent action of City Council in accordance with the established procedure for zoning amendments; and, in addition, if it is determined that the property will not be developed in substantially the same manner as depicted on the Site Design Services, Inc. master plan referenced above, and each condition of that plan substantially complied with, the zoning of this property shall automatically revert back to the zoning the property currently holds.

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

Done, Ratified, and Passed this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
Stephen D. Brown, Mayor

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

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** Interim City Manager *[Signature]*

**FROM:** City Engineer/Interim Developmental Services Director *[Signature]*

**DATE:** April 10, 2003

**SUBJECT:** Traffic Impact Ordinance Change

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According to the discussion at the annual City Council retreat on March 7, city staff has prepared a proposed modification to change the duration of the subject ordinance. The ordinance currently imposes standards regarding development and its impact until the Georgia Department of Transportation (GDOT) has completed the highway widening on SR-54 and it is open to traffic. As mentioned during the retreat presentation, the construction schedule for the GDOT project is on the order of 18 months to 2 years, in which mitigation-project permitting from the Department will be improbable. In order to be consistent with the intent of the ordinance, to avoid conflicts with the LCI program, and minimize legal exposure, staff is recommending the ordinance term be modified to expire at the contract-letting for the project, as reflected in the attachment.

Attachment

cc: City Planner  
file

AN ORDINANCE TO AMEND  
THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE  
TO PROVIDE FOR TRAFFIC IMPACT MANAGEMENT  
AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 1201 of Article XII of the Land Development Ordinance be deleted in its entirety and replaced with a new Section 1201 to read as follows:

**Sec. 1201. Purpose and scope.**

The implementation of the master plan for the development of Peachtree City has been temporarily disrupted because **of delays with** the DOT project to improve GA 54 to a four-lane arterial thoroughfare between GA 74 and Coweta County.

Therefore, in order to protect the health, safety, and general welfare of the community, it has been determined to be necessary to adopt the following traffic impact ordinance for the GA 54 corridor. The corridor is defined as all that property both north and south of GA 54 between GA 74 and Coweta County, and extending from the GA 54 right-of-way a distance of 6000 feet to the north and 6000 feet to the south.

The traffic impact ordinance shall establish a minimum standard of traffic operations for the corridor and provide for an administrative process to assure that no development is undertaken that would result in a lowering of the level of traffic operations below that established minimum standard.

This article shall remain in effect until the DOT highway improvements **are under contract and progress is being made toward completion of the widening.**

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

Done, Ratified, and Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Mayor

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

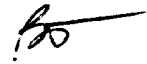
# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council Members

**VIA:** Interim City Manager 

**FROM:** Public Information Officer/Deputy City Clerk 

**DATE:** April 11, 2003

**SUBJECT:** Proposed Ethics Ordinance

---

Attached is the proposed Ethics Ordinance, as well as the current ethics ordinance immediately behind it. Both versions have been available for public review on our web site since April 4, per Council's request.

/bt

AN ORDINANCE TO DELETE THE ETHICS ORDINANCE OF THE CITY OF  
PEACHTREE CITY IN ITS ENTIRETY AND TO REPLACE IT WITH A NEW ETHICS  
ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article III, Section 62-71 through section 62-92, inclusive, be deleted and replaced as follows:

**Sec. 62-71. Declaration of policy.**

(a) The proper government and administration of the city requires that:

(1) Its officials, employees, appointees, and volunteers conducting official city business including those appointed by city council such as commission and authority members:

- a. Serve others and not themselves;
- b. Be independent, impartial and responsible;
- c. Use resources with efficiency and economy;
- d. Treat all people fairly;
- e. Use the power of their position for the well being of their constituents; and
- f. Create an environment of honesty, openness and integrity.

(2) Governmental policies and decisions are made in the proper channels of the government structure;

(3) Public office and employment not be used for undue personal gain; and

(4) The citizens of the city have confidence in the integrity of their government.

(b) Because the attainment of one or more of these ends is impaired whenever there exists in fact, or appears to exist, a conflict between the private interests and public responsibilities of city officials and employees, the public interest mandates that the city protect against such conflicts of interest by establishing appropriate ethical standards with respect to the conduct of its officials and employees in situations in which a conflict may exist or appear to exist.

(c) Yet it is also essential to the efficient operation of the city that those persons best qualified be encouraged to serve in positions of public trust. Accordingly, the standards set forth in this article must be understood and interpreted in a way that will not unreasonably frustrate or impede the desire to seek public office by those best qualified to serve. To that end, officials and employees should not, except as otherwise provided by law, be denied the opportunity available to all citizens to acquire and maintain private, economic and other interests except when a conflict would necessarily result.

(d) The policy and purpose of this article, therefore, is to clarify those standards of ethical conduct that shall be applicable to the officials and employees of the city in the discharge of their public duties and to foster the development and maintenance of a tradition of responsible and effective public service.

#### **Sec. 62-72. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. For the convenience of the reader, unless the context of the regulation specifically relates to only one set or subset of actors, the terms official, employee, appointee, and volunteer may be used synonymously with "official" and "employee" throughout this article:

*Agency* means the city council, and all other agencies, authorities, boards, commissions, committees, departments, and offices of the city, without exception.

*Appointee* means any person duly appointed by the city council to serve on any authority, board, committee, subcommittee, agency, body, or in any other office or position.

*Business* means a corporation, a partnership, a limited liability company, a sole proprietor, or any other person or organization carrying on an enterprise for profit.

*Business relationship* means an agreement between parties designed to result in an enterprise for profit to those parties.

*Censure* means a public expression of severe criticism or reproach.

*Confidential information* means any information, which by law or practice is not available to the general public.

*Contract* means any lease, claim, account or demand against or agreement with any person, whether express or implied, executed or executory, verbal or in writing.

*Employee* means any person holding a classified position as defined in policy I, section 3, of the city's personnel policy.

*Employment* means any rendering of services on request, whether paid or unpaid.

*Formal reprimand* means an action taken by the ethics board against a person or entity found to be in violation of the ethics ordinance, issued in writing to the person or entity, chastising the person or entity for the violation. The record of said formal reprimand shall be inserted into the minutes of the City Council.

*Immediate family* means spouse and children.

*Interest* means any direct or indirect pecuniary or material benefit accruing to a public officer or employee as a result of a contract or transaction, which is or may be the subject of an official act or action by or within the city. This does not, however, include those contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. Examples of interest include, but are not limited to, situations involving:

- (1) Any person in the immediate family of the official, employee, appointee, or volunteer;
- (2) Any person or business with whom a contractual relationship (either written or implied) exists, whereby he may receive a payment or other benefit, including an agreement for employment; and
- (3) Any business in which he is an officer, director, employee, prospective employee or substantial shareholder (owning or controlling in excess of five percent of the total stock or total legal and beneficial ownership).

*Official* means any official, officer, appointee, volunteer, or member of the government of the city who is not an employee, whether elected or appointed, whether paid or unpaid, whether permanent, temporary or alternate.

*Official act or action* means any executive, legislative, administrative, appointive or discretionary act of any official or employee of the city or any agency of the city.

*Official city business* means work, action, attendance, or other legitimate participation in any event or activity sanctioned by the governing authority of Peachtree City, Georgia.

*Paid* means the receipt of, or right to receive, a salary or commission, percentage, brokerage or contingent fee.

*Participate* means to take part in official acts, actions or proceedings personally as an official or employee through approval, disapproval, decision or the failure to act or perform a duty.

*Person* means any individual, business, labor organization, representative, fiduciary, trust, or association, whether paid or unpaid, including any official or employee.

*Property* means any property, whether real or personal, tangible or intangible, including currency and commercial paper.

*Reprimand* means an expression of disapproval, either public or private.

*Transaction* means the conduct of any activity that results in or may result in an official act or action of the city.

*Volunteer* means a nonpaid person engaging in official city business with the approval of the governing authority.

## **Sec. 62-73 Enforcement and administration**

(a) Constituting the board; chairman.

(1) The board of ethics of the city is hereby created and authorized by the mayor and city council of the city.

(2) The board of ethics of the city shall be composed of five residents of the city to be appointed as provided in paragraphs (2) and (3) of this subsection. Each member of the board of ethics shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the board of ethics. No person shall serve as a member of the board of ethics if the person has, or has had within the preceding one year period, any interest in any contract, transaction, or official action of the city.

(3) The mayor and councilmembers shall each designate two qualified citizens to provide a pool of ten individuals who have consented to serve as a member of such board of ethics. These individuals must agree to undergo a criminal background check conducted by the police department prior to designation, and/or redesignation, the results of which will be forwarded to the mayor and council. These individuals should be available to be called upon for a period of two years to serve in the event a board of ethics is appointed. Upon initial designation to the pool, each individual shall attend a training session on the ethics ordinance, conducted by the city. Annually thereafter during their term, each individual shall be required to attend a training class at city expense. The mayor and council shall re-designate individuals to serve in the pool in January the conclusion of each pool member's two year term. Pool members can be reappointed and there shall be no term limits for the pool members since future members of council may wish to appoint the same pool members. However, the term for individuals appointed by the mayor or a councilmember shall end after two years. The city clerk shall maintain a list of the ten qualified individuals. If a member of the pool does not finish their term, the councilmember who designated the original member shall put forward a new designee to fill the remaining pool term.

(4) During the annual training session the pool shall select a chairman at the beginning of each calendar year from the ten qualified members listed by the council. The chairmanship shall remain in place for a one calendar year period. The chairman shall receive additional training regarding the procedures for conducting a hearing. If the chairman leaves before the end of their term, the candidate pool member shall be replaced as set out in 62-73(a)(3) and the pool members shall select a new chairman to fill out the remaining term.

(5) A quorum of the member pool of the Board of Ethics shall be seven members. A quorum of the pool shall be required for annual training and the selection of a chairman.

(b) Duties of board.

The constituted board of ethics shall have the following duties and powers:

- (1) To administer the ethics ordinance;
- (2) To receive, review, investigate, process, make determinations on, and hear complaints of violations of standards required by this article;
- (3) To make such investigation and response to a complaint as it deems necessary to determine whether any person has violated any provisions of this article;
- (4) To hold such hearings and make such inquiries as deemed necessary to investigate and rule upon complaints;
- (5) Recommend any legislative or administrative action regarding the city's policies and practices which the board believes would or could enhance the ethical environment in which public servants work;
- (6) To report its findings and actions to the city council;
- (7) All other duties and powers listed in subparagraph (6) of section 62-73(c).

(c) Enforcement and administration.

(1) Selection Time.

The constituted board of ethics shall be selected within fifteen days after receipt of a complaint.

(2) Complaints.

(A) All complaints of ethical violations must be filed with the city clerk, in writing, no later than ninety (90) days after the alleged act occurred unless the complainant, by exercising reasonable diligence, failed to discover the alleged ethical violation within such 90 day period. In such a case, the complainant must file a written complaint with the city clerk no later than ninety (90) days after the complainant discovered the alleged violation. In all such cases brought after ninety (90) days from the date of the alleged ethical violation, the complainant bears the burden of convincing the board of the true date complainant learned of the alleged violation.

(B) In no event, shall an ethical charge be filed with the city clerk more than two years from the date of the alleged ethical violation.

(C) Constituting a hearing board.

All complaints against an official or city employee shall be filed in writing and submitted to the city clerk. The city clerk shall provide a copy of the complaint to the mayor and council.

- (1) During a public meeting of the mayor and council the city clerk shall place nine names of the pool members in a receptacle. The chairman of the board shall be pre-selected by the pool at its annual meeting.

The city clerk will then draw six (6) names from the nine (9) in the receptacle. The first four (4) pool members selected, plus the chairman, shall constitute the board for consideration of the matter at hand. The last two (2) names selected shall be alternates in the event that some of the chosen members cannot serve.

(2) The city clerk shall notify the selected members of their appointment by telephone the following day and shall ask if there is any reason the member feels they cannot or should not (due to a conflict of interest) serve on the board concerning the particular complaint.

(3) Pay and other staff support.

(a) The members of the board of ethics shall serve without compensation. The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities.

(b) The city attorney is designated to be the legal advisor of the board, except that the city attorney is not authorized to represent the board in any legal action if doing so would create a conflict, which would prevent the city attorney from also representing the mayor, the city manager, or the governing body.

(c) The city clerk shall serve as the recording secretary to the board and shall provide such administrative services to the board as may be necessary.

(D) The Complainant may withdraw the complaint at any time in writing.

(3) Dismissal of frivolous complaints.

Within thirty (30) days of board selection the board may perform one or more of the following:

(a) Upon receipt of a complaint in proper form, review the complaint to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke disciplinary jurisdiction. The board of ethics shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigation to the file containing such complaint.

- (b) Upon completion of its review and/or investigation of a complaint, the board at a public meeting may dismiss those complaints which are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke disciplinary jurisdiction. Provided, however, that a rejection of such complaint by the board of ethics shall not deprive the complaining party of any action he/she might otherwise have at law or in equity against the respondent government servant. A rejection shall prevent refiling of a complaint regarding the same subject(s) and alleged perpetrator(s) for the same offense within six (6) months of the original complaint filing;
- (c) Admonish, formally reprimand, publically censure, any complaining party that files an unjustified, frivolous, patently unfounded or factually insufficient complaint; and
- (d) Forward an Order to the mayor and council as set out in 62-73(c)(6)(v); or
- (e) Hold a public hearing within sixty (60) days after the selection of the board.

(4) Parties rights.

At any hearing held by the board of ethics, the official, employee, or respondent who is the subject of inquiry shall have the right to written notice of the allegations at least ten business days before a hearing, to be represented by counsel, to hear and examine the evidence and witnesses and to present evidence and witnesses in opposition or in extenuation according to the procedures contained in subparagraph (6).

(5) Advisory opinions.

When any official, employee, or person appointed by council has a doubt regarding the applicability of any provision of this article to a particular situation, or regarding the definition of its terms, he may apply in writing or verbally during a public meeting to the city attorney for an advisory opinion. The advisory opinion shall be written unless it is given verbally during a public meeting, and may be provided directly to the requestor of such opinion. Nothing in this article shall be construed to prohibit a request for an informal opinion by any public servant from the city attorney regarding a potential conflict of interest. Neither a request for an informal opinion, nor the making of a statement concerning a potential conflict of interest made by a member of the governing body in the course of abstaining from voting shall create a presumption or inference that a public servant actually has a personal interest in the matter about which the opinion was requested.

(8) Hearing procedures.

(a) At the hearing the conduct of the parties shall be dignified both on and off the record.

Misconduct before the board may be grounds for summary exclusion from the hearing. The hearing is intended to receive evidence either to refute or to substantiate specific charges. It shall not be a forum for discussion of extraneous or irrelevant matters having no bearing on the charges, and the alleged misconduct of others who may have escaped discipline in the past shall serve as no defense. All parties at action and witnesses shall be given ample time and opportunity to develop points, subject to the discretion of the board.

It should be recognized that the board will be composed of private citizens. Accordingly, the board may not follow established legal procedures as might be expected in a court of law. However, in taking testimony and in considering the evidence, the board shall follow accepted legal procedure insofar as is practicable but shall not be bound by the technical rules of evidence observed in courts of law. The board may listen to hearsay testimony and assign such weight as may be warranted and may accept depositions and affidavits, if such testimony is material and relevant to the issues. The board may decline to listen to numerous character witnesses or numbers of witnesses testifying to identical facts.

(b) The chairman of the board of ethics shall conduct the hearing.

(c) The hearing shall be recorded and the city clerk shall prepare a written summary of the hearing. The complainant and/or respondent may provide a court reporter at their expense for a verbatim transcript of the hearing, if so desired. The city clerk, or their designee shall take minutes of the hearing, specifically including the name of the board members who make any motions, the board members who second any such motions, and the names of the individuals on the board and how each voted. This written report shall be presented to the city council at the conclusion of the board's proceedings.

(d) A quorum of the board shall be required to conduct the hearing. A quorum shall be defined as five members. If a member is unable to attend the hearing, the mayor shall designate one of the alternates to replace the member. The ethics board may, before the hearing and upon ten (10) days notice to all parties, approve regulations governing conduct of ethics board hearings so long as such regulations do not conflict with this article.

(e) The person who filed the complaint ("complainant") shall present his case to the board first.

(f) All documentary evidence which is anticipated to be submitted to the board at the hearing by either the respondent or the complainant, and the names, with telephone numbers, of all individuals expected to present testimony to the board on behalf of either the respondent or complainant, must be given to the city clerk at least ten (10) days in advance of the hearing. This requirement shall not apply to evidence used solely for purposes of cross-examination or rebuttal. The failure of a party to adhere to this rule shall preclude such party from tendering such evidence or individual's testimony at the hearing through any form. The respondent, complainant, and the public shall be entitled to see all such lists which are placed on file with the city clerk.

(g) The board may compel the production of any document in the possession of the city and subject to Open Records Act and the testimony of any city employee except where the employee is the respondent. All evidence shall be presented to all parties pursuant to section 62-73(c)(6)(f). Where the board compels any such document or testimony after a hearing has commenced a continuation shall be provided so that section 62-73(c)(6)(f) can be complied with.

(h) Neither party shall have the right to require depositions of any individual, including the opposite party. The respondent and complainant shall have the right to obtain affidavits which may be submitted to the board for consideration provided that such affidavits were filed with the city clerk no less than 48 hours prior to the hearing, and that the name of the affiant is provided to the city clerk. Both the respondent, complainant, and the public shall be entitled to see all such affidavits, which are placed on file with the city clerk.

(i) The complainant's evidence must prove that respondent is guilty of the offense charged by the evidentiary standard commonly referred to as "preponderance of the evidence."

(j) Each witness presented by the complainant, and including the complainant, shall be subject to cross-examination by the individual accused of the ethical violation ("respondent") or such person's representative.

(k) At the conclusion of the complainant's case, the respondent shall be entitled to move for dismissal based on insufficient evidence on the part of complainant's case. If respondent makes such a motion and the board, by majority vote, agrees to dismiss the complaint, the hearing shall be terminated at this point. If either the respondent fails to make such a motion, or, if the board decides by majority vote to overrule respondent's motion, the hearing shall continue. The board may also direct a decision in favor of the respondent upon the board's own initiative.

(l) Respondent shall then be entitled to present his evidence to the board.

(m) Respondent is not required to testify. The absence of respondent's testimony shall not be viewed by the board as a admission of any sort.

(n) If respondent testifies, then respondent shall be subject to cross-examination by complainant. All other witnesses who testify in the respondent's case shall be subject to cross-examination by complainant.

(o) All persons who testify before the board, shall be placed under oath, by either the chairman or a person designated by the chairman. The oath shall read substantially as follows:

“Do you solemnly swear or affirm that the testimony that you are about to give in this matter (name matter) shall be the truth, the whole truth, and nothing but the truth so help you God?”

(p) At the conclusion of respondent's case, the complainant may offer rebuttal evidence only to those items presented in respondent's case. At the conclusion of complainant's rebuttal, respondent shall be entitled to offer rebuttal evidence only to those matters presented in complainant's rebuttal case.

(q) During the course of testimony and at the conclusion of all the testimony and closure of all of the evidence, the board members may ask questions of any of the individuals who testified before the board.

(r) At the conclusion of all questions by parties and board members, the chairman shall end the hearing and permit the board to deliberate in public. If the board decides by majority vote that additional evidence is needed to make a decision, the board shall have the authority to conduct its own investigation or to require either the complainant or respondent to submit additional evidence at a continuation of the hearing which must be held no later than forty-five (45) days after the date of the initial hearing. The board has no authority to continue the hearing past this forty-five (45) day deadline.

(s) Following the conclusion of any additional evidence received at the continued hearing, the board shall continue to deliberate. When deliberations are concluded, the chairman shall call for a vote. The board may vote immediately after deliberations are concluded or they may continue the meeting for up to two (2) weeks when a public vote must be taken. The board's first vote must be whether the respondent violated the ethics code as charged by the complainant. If, by majority vote, the board rules that the respondent did not violate the ethics code as charged by the complainant, then the matter is concluded. If the board, by majority vote, concludes that the respondent did violate the ethics code as charged by the complainant, then the board must make a second decision by majority vote. The second decision involves the form of penalty. The board shall have six (6) options of penalty which include:

1. No admonishment and no further action;
2. A public reprimand and admonishment not to violate the ethics code in the future;
3. Formal reprimand;
4. Public censure;
5. Recommendation for termination resignation or recall; and
6. Recommendation of prosecution in City Court.

(t) The complainant may withdraw his or her complaint at any time without the approval of the board.

(u) If any question concerning the hearing procedures, which is not otherwise addressed in this ordinance, the city attorney, or in his absence, the appointed legal advisor to the board shall resolve the procedural question. Such resolution shall be placed in writing by the city attorney or other legal advisor and given to both parties. Such resolution shall also be presented to the board for final approval and recommendation to amend the article by adding such procedure.

(v) An Order will be generated by the board and submitted to the mayor and council for inclusion in the minutes within five (5) days of the completed Hearing.

**Sec. 62-74. Reserved.**

**Sec. 62-75. Impartiality.**

No official or employee shall by his conduct give reasonable basis for the impression that any person improperly can influence such official or employee or unduly enjoy such official's or employee's favor in the performance of official acts or actions, or that such official or employee is affected unduly by kinship, rank, position or association with any person.

**Sec. 62-76. Gifts and favors.**

(a) No official or employee shall accept any gift, loan, reward, favor or services that may reasonably tend to improperly influence him or her in the discharge of their official duties. This limitation is not intended to prohibit the acceptance of articles of negligible value, which are distributed generally, nor to prohibit officials or employees from accepting loans from regular lending institutions. It is particularly important that employees and officials guard against relationships, which might be construed as, or give the appearance of favoritism, coercion, unfair advantage or collusion. (O.C.G.A. §16-10-2).

(b) Nothing in this article shall prohibit any official or employee from accepting a gift on behalf of the city, provided that the person accepting the gift shall promptly report the receipt of such gift to the city council, which shall have the gift added to the inventory of the property of the city.

**Sec. 62-77. Campaign contributions.**

The provisions of this article shall not apply to campaign contributions made to an official in compliance with the Georgia Campaign and Financial Disclosure Act (O.C.G.A. § 21-5-30 et seq.).

**Sec. 62-78. Coercion.**

No official or employee shall use his position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit or other reward to him or persons within his immediate family, or those with whom a councilmember has business or financial ties.

**Sec. 62-79. Confidential information.**

No official or employee shall disclose or otherwise use confidential information acquired by virtue of his position with the city for his or another's personal gain.

**Sec. 62-80. Representation.**

Except in the regular discharge of official duties, no official or employee shall appear on behalf of any person, other than himself and his immediate family, before any city agency or municipal court. Neither shall any official or employee receive compensation for any services rendered on behalf of any person in relation to any case, proceeding or application before a city agency with respect to which such official or employee was directly concerned; or in which he has personally participated during the period of his service or employment, or which was under his active consideration or with respect to which knowledge or information was made available to him during the period of service or employment. However, a member of the city council may appear before city agencies on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

**Sec. 62-81. Incompatible employment.**

No official or employee shall engage in or accept employment with or render services for any private business or professional activity when such is adverse to and incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties.

**Sec. 62-82. Outside employment.**

No employee shall engage in any other employment, or in any private business, or in the conduct of a profession, during the hours for which he is employed to work for the city or outside such hours in a manner or to an extent that affects or is deemed likely to affect his usefulness as an employee of the city. Toward this end, all outside employment must be reported to and approved by the employee's division director/chief and the city manager, and filed in the personnel office.

**Sec. 62-83. Abstention.**

An official or employee who has an interest that he has reason to believe may be affected by his official acts or actions or by the official acts or actions of the city shall disclose that interest. Such official or employee shall abstain from participating in any such discussion, voting or otherwise participating in any official acts or actions affected by such interest. That interest shall be disclosed by such official or employee prior to there being taken any official act or actions.

**Sec. 62-84. Public contracts.**

The city shall not enter into a contract involving services or property with any official or employee or with a business in which the official or employee has an interest. This section shall not apply in the case of:

- (1) The designation of a bank or trust company as a depository for city funds;
- (2) The borrowing of funds from any bank or lending institution, which offers the lowest available rate of interest in the community for such loan;
- (3) Contracts entered into in accordance with the Official Code of Georgia Annotated §16-10-6;
- (4) Contracts entered into under circumstances that constitute an emergency provided that a written record explaining the emergency is inserted by the mayor into the city council minutes as soon as is practicable but no later than fifteen (15) days after the contract is entered into.
- (5) Contracts entered into with an official or employee, or with a business in which the official or employee has an interest, provided that such contract is:
  - a. Awarded through a process of public notice and competitive bid;
  - b. Disclosure of the nature of such member's interest is made prior to the time a bid is submitted; and
  - c. After this section is complied with, a waiver of the prohibition contemplated by this section is issued by the city manager.

**Sec. 62-85. Zoning.**

- (a) All officials and employees are deemed subject to the provisions of Chapter 67A of Title 36 of the Official Code of Georgia Annotated, and shall make the disclosures required in such Chapter, and shall be subject to the penalties stated in said Chapter.
- (b) In addition, any official required to make the disclosures set forth in Chapter 67A of Title 36 of the Official Code of Georgia Annotated shall be prohibited from participating in the zoning matter in which such official or employee has a direct or indirect interest. A violation of the aforesaid provisions of the Official Code of Georgia Annotated shall also constitute a violation of this article.

**Sec. 62-86. Preacquisition of interest**

No official or employee will acquire an interest in any contract, property or other transaction in order to take advantage of such interest where the official or employee, has reason to believe the city will act upon the contract, property or other transaction to the benefit of the official or employee.

**Sec. 62-87 through 62-88. Reserved.**

**Sec. 62-89. Disclosure of relationships.**

(a) Each party subject to this article shall disclose to the city council, either orally or in writing, the following information:

- (1) Any current business interests between or among any parties subject to this article, with a description of such involvement;
- (2) Any business interests between or among any parties subject to this article which have been terminated within the past six (6) months; and
- (3) Any business interests between or among any parties subject to this article anticipated in the next six (6) month period.

(b) Additionally, each party subject to this article shall inform the city council, either orally or in writing, of any business relationship entered into with another party subject to this article, within ten (10) days of such contractual or implied relationship.

(c) Failure on the part of any party subject to this article to comply with the provisions of this section shall be deemed to be a violation of this article.

**Sec. 62-90. Use of city property.**

No official or employee shall use or permit the use of any city property, services, personnel, labor or other thing of value for personal gain or for any purpose other than the official business of the city. Any parties violating this provision shall be required to pay to the city a sum equal to the value of the benefits received, and shall likewise be deemed to have violated the provisions of this article.

**Sec. 62-91. City attorney used for private business.**

No official or employee shall use the attorney or attorneys who are under retainer by the city for personal or private business without paying just compensation.

**Sec. 62-92. Compliance with applicable laws.**

No official or employee shall engage in any activity or transaction that is prohibited by any law, now existing or subsequently enacted, which is applicable to him by virtue of his office. Without

limiting the applicability of other statutory provisions, the provisions of O.C.G.A. § 45-10-1 are incorporated in this section by reference.

**Sec. 62-93. Political activity.**

- (a) An employee of the city shall not have a right to publicly or otherwise hold himself out as a candidate in any city municipal election while holding employment with the city.
- (b) City employees shall not take part in any political management or political campaigns for the election of mayor or any member of the city council for the city during any period of time for which he is expected to perform work or receive compensation from the city.
- (c) No official nor employee or other person on behalf of an official or employee shall campaign, solicit orally or by letter, nor obtain in any other manner assessments, contributions, or services for any political party from employees during the employee's work hours. No official, employee or other person acting on behalf of an official or employee shall in any way attempt to coerce, threaten or force employee support or activity in a campaign or for a political party during work hours or otherwise.
- (d) Employees shall not represent the city by wearing any uniform or portion thereof that is issued by the city while participating in any campaign at any time.
- (e) The city in no way seeks to influence employees in their choice of party affiliations or candidates, recognizing that this is a matter for each person to decide. Therefore, nothing contained herein shall be construed to restrict the right of the employee to hold membership in and support a political party, to vote as he chooses, to express opinions on political subjects or candidates, to maintain political neutrality, to attend political parties after work hours, or to campaign actively during off duty hours in all areas of political activity.
- (f) Employees shall not utilize any city equipment or vehicles in support of any political campaign.

**Sec. 62-94. Distribution and acknowledgement agreement.**

The personnel manager shall cause a copy of this article to be distributed to every official, volunteer and employee of the city within thirty (30) days after its enactment, as well as to those appointed by city council to conduct official city business (including commission and authority members). Each person elected, appointed or otherwise hired thereafter shall be furnished a copy before entering upon the duties of his office or employment.

**Sec. 62-95. Construction, application.**

- (a) This article shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as may relate to the conduct of the persons made subject to this article.

(b) This article shall in no way be construed as creating an employment contract between the city and its officials and employees. Nevertheless, any official or employee affected by this article shall be required to affirm in writing that he has received a copy of this article and has read it and understands its provisions.

(c) The propriety of any official act or action taken by or transaction involving any official or employee immediately prior to the time this article shall take effect shall not be affected by the enactment of this article.

(d) The provisions of this article are severable; and if any of its provisions shall be held unconstitutional or invalid by a court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining provisions.

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

Done, Ratified and Passed this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Council

\_\_\_\_\_  
City Clerk      Attest

**ARTICLE III. CODE OF ETHICS\*****Sec. 62-71. Declaration of policy.**

- (a) The proper government and administration of the city requires that:
- (1) Its officials, employees, and volunteers conducting official city business including those appointed by city council such as commission and authority members:
    - a. Serve others and not themselves;
    - b. Be independent, impartial and responsible;
    - c. Use resources with efficiency and economy;
    - d. Treat all people fairly;
    - e. Use the power of their position for the well being of their constituents; and
    - f. Create an environment of honesty, openness and integrity.
  - (2) Governmental policies and decisions are made in the proper channels of the government structure;
  - (3) Public office and employment not be used for undue personal gain; and
  - (4) The citizens of the city have confidence in the integrity of their government.

(b) Because the attainment of one or more of these ends is impaired whenever there exists in fact, or appears to exist, a conflict between the private interests and public responsibilities of city officials and employees, the public interest mandates that the city protect against such conflicts of interest by establishing appropriate ethical standards with respect to the conduct of its officials and employees in situations in which a conflict may exist or appear to exist.

(c) Yet it is also essential to the efficient operation of the city that those persons best qualified be encouraged to serve in positions of public trust. Accordingly, the standards set forth in this article must be understood and interpreted in a way that will not unreasonably frustrate or impede the desire to seek public office by those best qualified to serve. To that end, officials and employees should not, except as otherwise provided by law, be denied the opportunity available to all citizens to acquire and maintain private, economic and other interests except when a conflict would necessarily result.

(d) The policy and purpose of this article, therefore, is to clarify those standards of ethical conduct that shall be applicable to the officials and employees of the city in the discharge of their public duties and to foster the development and maintenance of a tradition of responsible and effective public service.

(Ord. No. 00-739, 8-3-00)

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**\*Editor's note**—Ord. No. 739, adopted, Aug. 3, 2000, amended Art. III in its entirety, in effect repealing §§ 62-71—62-92 and enacting similar new provisions as herein set out. Formerly, such provisions derived from Ord. No. 741. See Code Comparative Table.

**State law references**—Code of ethics for government service, O.C.G.A. § 45-10-1; code of ethics for members of boards, commissions and authorities, O.C.G.A. § 45-10-3.

**Sec. 62-72. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Agency* means the city council, and all other agencies, authorities, boards, commissions, committees, departments, and offices of the city, without exception.

*Business* means a corporation, a partnership, a limited liability company, a sole proprietor, or any other person or organization carrying on an enterprise for profit.

*Business relationship* means an agreement between parties designed to result in an enterprise for profit to those parties.

*Censure* means a public expression of severe criticism or reproach.

*Confidential information* means any information, which by law or practice is not available to the general public.

*Contract* means any lease, claim, account or demand against or agreement with any person, whether express or implied, executed or executory, verbal or in writing.

*Employee* means any person holding a classified position as defined in policy I, section 3, of the city's personnel policy.

*Employment* means any rendering of services on request, whether paid or unpaid.

*Immediate family* means spouse and children.

*Interest* means any direct or indirect pecuniary or material benefit accruing to a public officer or employee as a result of a contract or transaction, which is or may be the subject of an official act or action by or within the city. This does not, however, include those contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this article, an official or employee shall be deemed to have an interest in the affairs of:

- (1) Any person in his immediate family.
- (2) Any person or business with whom a contractual relationship (either written or implied) exists, whereby he may receive a payment or other benefit, including an agreement for employment.
- (3) Any business in which he is an officer, director, employee, prospective employee or substantial shareholder (owning or controlling in excess of five percent of the total stock or total legal and beneficial ownership).

*Official* means any official, officer or member of the government of the city who is not an employee, whether elected or appointed, whether paid or unpaid, whether permanent, temporary or alternate.

*Official act or action* means any executive, legislative, administrative, appointive or discretionary act of any official or employee of the city or any agency of the city.

*Paid* means the receipt of, or right to receive, a salary or commission, percentage, brokerage or contingent fee.

*Participate* means to take part in official acts, actions or proceedings personally as an official or employee through approval, disapproval, decision or the failure to act or perform a duty.

*Person* means any individual, business, labor organization, representative, fiduciary, trust, or association, whether paid or unpaid, including any official or employee.

*Property* means any property, whether real or personal, tangible or intangible, including currency and commercial paper.

*Reprimand* means an expression of disapproval, either public or private.

*Transaction* means the conduct of any activity that results in or may result in an official act or action of the city.

(Ord. No. 00-739, 8-3-00)

#### **Sec. 62-73. Impartiality.**

No official or employee shall by his conduct give reasonable basis for the impression that any person improperly can influence such official or employee or unduly enjoy such official's or employee's favor in the performance of official acts or actions, or that such official or employee is affected unduly by kinship, rank, position or association with any person.

**Cross reference**—PTC personnel policy XIX.  
(Ord. No. 00-739, 8-3-00)

#### **Sec. 62-74. Gifts and favors.**

(a) No official or employee shall accept any gift, loan, reward, favor or services that may reasonably tend to improperly influence him or her in the discharge of their official duties. This limitation is not intended to prohibit the acceptance of articles of negligible value, which are distributed generally, nor to prohibit officials or employees from accepting loans from regular lending institutions. It is particularly important that employees and officials guard against relationships, which might be construed as, or give the appearance of favoritism, coercion, unfair advantage or collusion.

(b) Nothing in this article shall prohibit any official or employee from accepting a gift on behalf of the city, provided that the person accepting the gift shall promptly report the receipt of such gift to the city council, which shall have the gift added to the inventory of the property of the city.

**Cross reference**—PTC personnel policy XVII.  
(Ord. No. 00-739, 8-3-00)

**Sec. 62-75. Campaign contributions.**

The provisions of this article shall not apply to campaign contributions made to an official in compliance with the Georgia Campaign and Financial Disclosure Act (O.C.G.A. § 21-5-30 et seq.).

(Ord. No. 00-739, 8-3-00)

**Sec. 62-76. Coercion.**

No official or employee shall use his position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or persons within his immediate family, or those with whom a council member has business or financial ties.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-77. Confidential information.**

No official or employee shall disclose or otherwise use confidential information acquired by virtue of his position with the city for his or another's personal gain.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-78. Representation.**

Except in the regular discharge of official duties, no official or employee shall appear on behalf of any person, other than himself and his immediate family, before any city agency or municipal court. Neither shall any official or employee receive compensation for any services rendered on behalf of any person in relation to any case, proceeding or application before a city agency with respect to which such official or employee was directly concerned; or in which he has personally participated during the period of his service or employment, or which was under his active consideration or with respect to which knowledge or information was made available to him during the period of service or employment. However, a member of the city council may appear before city agencies on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-79. Incompatible employment.**

No official or employee shall engage in or accept employment with or render services for any private business or professional activity when such is adverse to and incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-80. Outside employment.**

No employee shall engage in any other employment, or in any private business, or in the conduct of a profession, during the hours for which he is employed to work for the city or outside such hours in a manner or to an extent that affects or is deemed likely to affect his

usefulness as an employee of the city. Toward this end, all outside employment must be reported to and approved by the employee's division director/chief and the city manager, and filed in the personnel office.

**Cross reference**—PTC personnel policy XVI.  
(Ord. No. 00-739, 8-3-00)

**Sec. 62-81. Abstention.**

An official or employee who has an interest that he has reason to believe may be affected by his official acts or actions or by the official acts or actions of the city shall disclose that interest. Such official or employee shall abstain from participating in any such discussion, voting or otherwise participating in any official acts or actions affected by such interest. That interest shall be disclosed by such official or employee prior to there being taken any official act or actions.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-82. Public contracts.**

The city shall not enter into a contract involving services or property with any official or employee or with a business in which the official or employee has an interest. This section shall not apply in the case of:

- (1) The designation of a bank or trust company as a depository for city funds;
- (2) The borrowing of funds from any bank or lending institution which offers the lowest available rate of interest in the community for such loan;
- (3) Contracts entered into in accordance with the Official Code of Georgia Annotated 16-10-6;
- (4) Contracts entered into under circumstances that constitute an emergency situation, provided that the mayor prepares a written record explaining the emergency;
- (5) Contracts entered into with an official or employee, or with a business in which the official or employee has an interest, provided that such contract is:
  - a. Awarded through a process of public notice and competitive bid;
  - b. Disclosure of the nature of such members interest is made prior to the time a bid is submitted; and
  - c. After this section is complied with, a waiver of the prohibition contemplated by this section is issued by the city manager.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-83. Zoning.**

(a) All officials and employees are deemed subject to the provisions of chapter 67A of title 36 of the Official Code of Georgia Annotated, and shall make the disclosures required in such chapter, and shall be subject to the penalties stated in said chapter.

(b) In addition, any official required to make the disclosures set forth in chapter 67A of title 36 of the Official Code of Georgia Annotated shall be prohibited from participating in the zoning matter in which such official or employee has a direct or indirect interest. A violation of the aforesaid provisions of the Official Code of Georgia Annotated shall also constitute a violation of this article.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-84. Preacquisition of interest.**

No official or employee with respect to any contract or transaction which is or may be the subject of an official act or action of the city shall acquire an interest in such contract or transaction at a time when the official or employee has reason to believe that it will directly or indirectly be affected by an official act or action of the city.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-85. Disclosure of relationships.**

(a) Each party subject to this article shall disclose to the city council, either orally or in writing, the following information:

- (1) Any current business interests between or among any parties subject to this article, with a description of such involvement;
- (2) Any business interests between or among any parties subject to this article which have been terminated within the past six months; and
- (3) Any business interests between or among any parties subject to this article anticipated in the next six-month period.

(b) Additionally, each party subject to this article shall inform the city council, either orally or in writing, of any business relationship entered into with another party subject to this article, within ten days of such contractual or implied relationship.

(c) Failure on the part of any party subject to this article to comply with the provisions of this section shall be deemed to be a violation of this article.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-86. Use of city property.**

No official or employee shall use or permit the use of any city property, services, personnel, labor or other thing of value for personal gain or for any purpose other than the official business of the city. Any parties violating this provision shall be required to pay to the city a sum equal to the value of the benefits received, and shall likewise be deemed to have violated the provisions of this article.

**Cross reference**—PTC personnel policy XVIII.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-87. City attorney used for private business.**

No official or employee shall use the attorney or attorneys who are under retainer by the city for personal or private business without paying just compensation.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-88. Compliance with applicable laws.**

No official or employee shall engage in any activity or transaction that is prohibited by any law, now existing or subsequently enacted, which is applicable to him by virtue of his office. Without limiting the applicability of other statutory provisions, the provisions of O.C.G.A. § 45-10-1 are incorporated in this section by reference.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-89. Political activity.**

(a) An employee of the city shall not have a right to publicly or otherwise hold himself out as a candidate in any city municipal election while holding employment with the city.

(b) City employees shall not take part in any political management or political campaigns for the election of mayor or any member of the city council for the city during any period of time for which he is expected to perform work or receive compensation from the city.

(c) No employee, official or other person shall solicit, orally or by letter, or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party from any employee during his hours of duty, service, or work with the city.

(d) Employees shall not represent the city by wearing any uniform or portion thereof that is issued by the city while participating in any campaign at any time.

(e) The city in no way seeks to influence employees in their choice of party affiliations or candidates, recognizing that this is a matter for each person to decide. Therefore, nothing contained herein shall be construed to restrict the right of the employee to hold membership in and support a political party, to vote as he chooses, to express opinions on political subjects or candidates, to maintain political neutrality, to attend political parties after work hours, or to campaign actively during off duty hours in all areas of political activity.

(f) Employees shall not utilize any city equipment or vehicles in support of any political campaign.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-90. Enforcement and administration.**

(a) *Board of ethics.*

(1) The board of ethics of the city is hereby created and authorized by the mayor and city council of the city.

(2) The board of ethics of the city shall be composed of five residents of the city to be appointed as provided in paragraphs (2) and (3) of this subsection. Each member of the

board of ethics shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the board of ethics. No person shall serve as a member of the board of ethics if the person has, or has had within the preceding one year period, any interest in any contract, transaction, or official action of the city.

- (3) The mayor and councilmembers shall each designate two qualified citizens to provide a pool of ten individuals who have consented to serve as a member of such board of ethics. These individuals must agree to undergo a criminal background check conducted by the police department prior to designation, the results of which will be forwarded to the mayor and council. These individuals should be available to be called upon for a period of two years to serve in the event a board of ethics is appointed. Upon initial designation to the pool, each individual shall attend a training session on the ethics ordinance, conducted by the city. Annually thereafter during their term, each individual shall be required to attend a training class at city expense. The mayor and council shall re-designate individuals to serve on the board each January following a regular scheduled municipal election. Board members can be reappointed and there shall be no term limits for the board members since future members of council may wish to appoint the same board members. However, the term for individuals appointed by the mayor or a councilmember shall end when a new mayor or councilmember replaces the appointing mayor or councilmember, and when the new mayor or councilmember appoints new individuals to the pool. The city manager shall maintain a listing of these ten qualified individuals.
- (4) All complaints against an official or city employee shall be filed in writing and submitted to the city manager. The city manager shall provide a copy of the complaint to the mayor and council. The mayor and council, at the first public meeting after such complaint is filed, shall each draw names randomly from the listing of qualified citizens until the specified five members of the board of ethics have been appointed. The mayor shall draw two additional names to serve as alternates in the event that one or two of the chosen members cannot serve. Such board will elect one of its members to serve as chairman.
- (5) The city clerk shall notify the selected members of their appointment by telephone the following day and shall ask if there is any reason the member feels they can not or should not (due to a conflict of interest) serve on the board concerning the particular complaint. Once the board members and alternates are confirmed, the city clerk shall, if needed, schedule a workshop for the board. At the workshop, the city attorney shall conduct a review of this section and the alleged complaint.
- (6) The members of the board of ethics shall serve without compensation. The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities.

## PERSONNEL

§ 62-90

- (7) The city attorney is designated to be the legal advisor of the board, except that the city attorney is not authorized to represent the board in any legal action if doing so would create a conflict, which would prevent the city attorney from also representing the mayor, the city manager, or the governing body.
- (8) The city clerk shall serve as the recording secretary to the board and shall provide such administrative services to the board as may be necessary.

- (b) The constituted board of ethics shall have the following duties and powers:
- (1) To hold a public hearing within 60 days after the receipt of complaint;
  - (2) To receive and hear complaints of violations of the standards required by this article;
  - (3) To make such investigation and response to a complaint as it deems necessary to determine whether any person has violated any provisions of this article;
  - (4) To hold such hearings and make such inquiries as deemed necessary to investigate and rule upon complaints;
  - (5) Recommend any legislative or administrative action regarding the city's policies and practices which the board believes would or could enhance the ethical environment in which public servants work;
  - (6) To report its findings and action to the city council;
  - (7) Upon completion of its investigation of a complaint, the ethics committee shall be empowered to dismiss those complaints which are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction; provided, however, that a rejection of such complaint by the ethics committee shall not deprive the complaining party of any action he might otherwise have at law or in equity against the respondent government servant.
  - (8) All other duties and powers listed in subparagraph (f).
- (c) *Member rights.*

At any hearing held by the board of ethics, the official, employee, or respondent who is the subject of inquiry shall have the right to written notice of the allegations at least ten business days before a hearing, to be represented by counsel, to hear and examine the evidence and witnesses and to present evidence and witnesses in opposition or in extenuation according the procedures contained in subparagraph (f).

(d) *Appeals.*

- (1) Any official, employee or respondent adversely affected by these findings of the board of ethics may appeal to the city council to reverse or otherwise modify such decision. City council shall review the record of the hearing conducted by the ethics board or upon motion duly accepted by a majority of city council may conduct a new hearing and receive evidence. If council votes to conduct a hearing, it shall follow the procedures set forth in subparagraph (f) substituting itself for the Ethics Board and the mayor as the chairman. After either reviewing the record, conducting a new hearing, or both, the city council shall receive a decision by majority vote as set forth in subparagraph (f).
- (2) Any official, employee or respondent adversely affected the findings of city council may obtain judicial review of such decision.
- (3) An action for judicial review may be commenced by filing an application for a writ of certiorari in the superior court of the county within 30 days after the final decision by the mayor and city council. The filing of such application shall act as supersedes.

(e) *Advisory opinions.*

- (1) When any official, employee, or person appointed by council has a doubt regarding the applicability of any provision of this article to a particular situation, or regarding the definition of its terms, he may apply in writing or verbally during a public meeting to the city attorney for an advisory opinion. The advisory opinion shall be written unless it is given verbally during a public meeting, and may be provided directly to the requestor of such opinion. Nothing in this article shall be construed to prohibit a request for an informal opinion by any public servant for the city attorney regarding a potential conflict of interest. Neither a request for an informal opinion, nor the making of a statement concerning a potential conflict of interest made by a member of the governing body in the course of abstaining from voting shall create a presumption or inference that a public servant actually has a personal interest in the matter about which the opinion was requested.
- (2) Such written or publicly stated opinion until amended or revoked shall be binding on the city, the city council, the ethics board and the city attorney in any subsequent actions concerning the official or employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion.
- (3) Any advisory opinion prepared by the city attorney shall be made public.

(f) *Hearing procedures.*

- (1) Generally, hearings shall be conducted following the same procedures of court hearings in the state.
- (2) The chairman of the board of ethics ("board") shall conduct the hearing.
- (3) The hearing shall be tape recorded and the city clerk shall prepare a written summary of the hearing. The complainant and/or respondent may provide a court reporter at their expense for a verbatim transcript of the hearing, if so desired.
- (4) A quorum of the board shall be required to conduct the hearing. A quorum shall be defined as five members. If a member is unable to attend the hearing, the mayor shall designate one of the alternates to replace the member.
- (5) The person who filed the complaint ("complainant") shall present his case to the board first.
- (6) Each witness presented by the complainant, and including the complainant, shall be subject to cross-examination by the individual accused of the ethical violation ("respondent") or such person's representative.
- (7) At the conclusion of the complainant's case, the respondent shall be entitled to move for dismissal based on insufficient evidence on the part of complainant's case. If respondent makes such a motion and the board, by majority vote, agrees to dismiss the

complaint, the hearing shall be terminated at this point. If either the respondent fails to make such a motion, or, if the board decides by majority vote to overrule respondent's motion, the hearing shall continue.

- (8) Respondent shall then be entitled to present his evidence to the board.
- (9) Respondent is not required to testify. The absence of respondent's testimony shall not be viewed by the board as an admission of any sort.
- (10) If respondent testifies, then respondent shall be subject to cross-examination by complainant. All other witnesses who testify in the respondent's case shall be subject to cross-examination by complainant.
- (11) All persons who testify before the board, shall be placed under oath, by either the chairman or a person designated by the chairman. The oath shall read as follows:

Do you solemnly swear or affirm that the testimony you are about to give to this board shall be the truth, the whole truth, and nothing but the truth, so help you God?
- (12) At the conclusion of respondent's case, the complainant may offer rebuttal evidence only to those items presented in respondent's case. At the conclusion of complainant's rebuttal, respondent shall be entitled to offer rebuttal evidence only to those matters presented in complainant's rebuttal case.
- (13) At the conclusion of all of the testimony and closure of all of the evidence, the board members may ask questions of any of the individuals who testified before the board.
- (14) At the conclusion of all questions by board members, the chairman shall end the hearing and permit the board to debate the issues in public. If the board decides by majority vote that additional evidence is needed to make a decision, the board shall have the authority to conduct its own investigation or to require either the complainant or respondent to submit additional evidence at a continuation of the hearing which must be held no later than 45 days after the date of the initial hearing. The board has no authority to continue the hearing past this 45 day deadline.
- (15) Following the conclusion of any additional evidence received at the continued hearing, the board shall continue to debate the issues. When the debate is concluded, the chairman shall call for a vote. The board's first vote must be whether the respondent violated the ethics code as charged by the complainant. If, by majority vote, the board rules that the respondent did not violate the ethics code as charged by the complainant, then the matter is concluded. If the board, by majority vote, concludes that the respondent did violate the ethics code as charged by the complainant, then the board must make a second decision by majority vote. The second decision involves the form of reprimand. The board shall have three options of reprimand which include:
  - a. No formal reprimand, but an admonishment not to violate the ethics code in the future;
  - b. Formal reprimand; and
  - c. Public censure and/or recommendation to council for removal of office.

- (16) The complainant's evidence must prove that respondent is guilty of the offense charged by the evidentiary standard commonly referred as "preponderance of the evidence.
- (17) All complaints of ethical violations must be filed with the city clerk, in writing, no later than 90 days after the alleged act occurred unless the complainant, by exercising reasonable diligence, failed to discover the alleged ethical violation within such 90 day period. In such a case, the complainant must file a written complaint with the city clerk no later than 90 days after the complainant discovered the alleged violation. In all such cases brought after 90 days from the date of the alleged ethical violation, the complainant bears the burden of convincing the board of the true date complainant learned of the alleged violation.
- (18) In no event, shall an ethical charge be filed with the city clerk more than two years from the date of the alleged ethical violation.
- (19) The city clerk, or in her absence another individual appointed by the city manager, shall cause the hearings to be tape-recorded and shall take minutes of the hearing, specifically including the name of the board members who make any motions, the board members who second any such motions, and the names of the individuals on the board and how each voted. This written report shall be presented to the city council at the conclusion of the board's proceedings.
- (20) All documentary evidence which is anticipated to be submitted to the board at the hearing by either the respondent or the complainant, and the names, with telephone numbers, of all individuals expected to present testimony to the board on behalf of either the respondent or complainant, must be given to the city clerk at least ten days in advance of the hearing. This requirement shall not apply to evidence used solely for purposes of cross-examination or rebuttal. The failure of a party to adhere to this rule shall preclude such party from tendering such evidence or individual's testimony at the hearing through any form. Both the respondent, complainant, and the public shall be entitled to see all such lists which are placed on file with the city clerk.
- (21) The board shall have subpoena power to require the production of documents and testimony of individuals. If a subpoena is not honored, and the documents are not produced or individuals do not come forward as required under the subpoenas, the board is to take into consideration in making its decision the refusal to produce such documents or the refusal of such individuals to come before the board and testify.
- (22) Neither party shall have the right to require depositions of any individual, including the opposite party. The respondent and complainant shall have the right to obtain affidavits which may be submitted to the board for consideration provided that such affidavits were filed with the city clerk no less than 48 hours prior to the hearing, and that the name of the affiant is provided to the city clerk as required in rule 19. Both the respondent, complainant, and the public shall be entitled to see all such affidavits, which are placed on file with the city clerk.

(23) The complainant may not withdraw his or her complaint at any time without the approval of the board, by majority vote.

(24) If any question concerning the hearing procedures which is not otherwise addressed in this ordinance, the city attorney, or in his absence, the appointed legal advisor to the board shall resolve the procedural question. Such resolution shall be placed in writing by the city attorney or other legal advisor and given to both parties. Such resolution shall also be presented to the board for final approval and recommendation to amend the article by adding such procedure.

(Ord. No. 00-739, 8-3-00; Ord. No. 780, 1-3-02)

**Sec. 62-91. Distribution and acknowledgement agreement.**

The personnel manager shall cause a copy of this article to be distributed to every official, volunteer and employee of the city within 30 days after its enactment, as well as to those appointed by city council to conduct official city business (including commission and authority members). Each person elected, appointed or otherwise hired thereafter shall be furnished a copy before entering upon the duties of his office or employment.

All persons subject to the code of ethics shall acknowledge receipt of such by signing an agreement stating they have read, understood and agreed to abide by this article.

(Ord. No. 00-739, 8-3-00)

**Sec. 62-92. Construction, application.**

(a) This article shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as may relate to the conduct of the persons made subject to this article.

(b) This article shall in no way be construed as creating an employment contract between the city and its officials and employees. Nevertheless, any official or employee affected by this article shall be required to affirm in writing that he has received a copy of this article and has read it and understands its provisions.

(c) The propriety of any official act or action taken by or transaction involving any official or employee immediately prior to the time this article shall take effect shall not be affected by the enactment of this article.

(d) The provisions of this article are severable; and if any of its provisions shall be held unconstitutional or invalid by a court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining provisions.

(Ord. No. 00-739, 8-3-00)

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and City Council

**VIA:** Colin Halterman, Interim City Manager *CH*

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

**DATE:** April 11, 2003

**SUBJECT:** Ordinance to Issue Refunding Bonds – Series 1993 A & B

---

Bond counsel Earle Taylor is in the process of drafting an ordinance (to be reviewed by the City Attorney) for issuing refunding bonds for our Series 1993 A & B general obligation bonds. We expect to have the ordinance available and sent to Council for your review by early next week. A copy will also be placed on the dais at the April 17 City Council Meeting.

Also, our underwriter expects to have final pricing on the refunding bonds, and lock in a rate, by the close of business today. We will make this information available to Council as soon as we receive word from Todd Barnes.

Staff recommends adoption of the ordinance to issue the refunding bonds.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**VIA:** Interim City Manager *CMS*

**FROM:** Public Information Officer/Deputy City Clerk *JS*

**DATE:** April 10, 2003

**SUBJECT:** Request by Southern Conservation Trust to Sublease Office

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Attached is a proposed Addendum to the Lease Agreement between the City of Peachtree City, Southern Conservation Trust (SCT) and the Development Authority of Peachtree City, prepared at Council's request by the City Attorney. Mr. Meeker feels this addendum should address the concerns expressed by Council at the April 7 meeting regarding the original lease and SCT's request to sublease a portion of their space in the facility.

/bt

## **ADDENDUM TO LEASE AGREEMENT**

This Addendum to Lease Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Peachtree City, Georgia (hereinafter "Landlord") and The Southern Conservation Trust, Inc., (hereinafter "SCT") and the Development Authority of Peachtree City, Georgia (hereinafter "DAPTC").

### **WITNESSETH**

It is hereby acknowledged between the Landlord and SCT and DAPTC that SCT and DAPTC (hereinafter jointly and severally referred to as "Tenants") presently have in full force and effect a lease with Landlord dated September 5, 2002 for that certain property located at 201 McIntosh Trail, Peachtree City, Fayette County, Georgia 30269 (hereinafter referred to as the "Subject Property").

This Addendum is for the purpose of further stating the consideration from Tenants to Landlord under the terms of the Lease dated September 5, 2002.

In addition to the consideration from Tenants to Landlord set forth in the Lease dated September 5, 2002, SCT will also perform those duties set forth in the Lease Agreement for Line Creek Nature Preserve between the Landlord and SCT dated December 29, 1997. In this regard, SCT shall utilize the Subject Property in furtherance of performing the duties set forth in the Lease Agreement Creek Nature Preserve dated December 29, 1997, which duties shall inure to the benefit of the citizens of the City of Peachtree City, Georgia and are recognized as services provided by SCT on behalf of the City.

The parties hereto agree that this Addendum is in addition to the rights, duties and obligations set forth in the Lease Agreement between the Landlord and Tenants dated

September 5, 2002, and that this Addendum shall be attached thereto and made a part of said original Lease.

IN WITNESS WHEREOF, Landlord and Tenants have caused this Addendum to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF PEACHTREE CITY, GEORGIA

\_\_\_\_\_  
Stephen D. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jane Miller, City Clerk (SEAL)

SOUTHERN CONSERVATION TRUST, INC.

By: \_\_\_\_\_  
President (SEAL)

THE DEVELOPMENT AUTHORITY OF  
PEACHTREE CITY, GEORGIA

\_\_\_\_\_  
J. Tate Godfrey, Chairman (SEAL)



March 19, 2003

Jane Miller  
City Clerk  
City of Peachtree City  
151 Willowbend Road  
Peachtree City  
Georgia 30269

RE: SCT Lease

Dear Jane:

Section 19 of the lease for 201 McIntosh Trail between Southern Conservation Trust (SCT) and the City requires SCT to obtain written consent of the landlord (City) for any sub lease of our portion of the building. SCT hereby requests consent of the following sub lease.

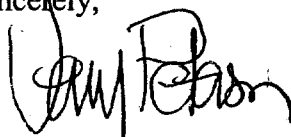
Tori Stivers of The University of Georgia would like to lease one of the offices on the lower level, about 200 square feet, from SCT to continue the environmental work she has been doing from another location in Peachtree City. Tori has been active locally on the Flint Basin Advisory Council, which is part of a 16 county area, through the Metropolitan North Georgia Water Planning District headed by Joel Cowan. Her background is with the Marine extension service at UGA and expects to expand her work to include information to local municipal officials regarding storm water runoff and how land use decisions effect water quality.

We feel that Tori Stivers would complement the efforts and goals of SCT and the Nature Center. She can help set up the environmental lab and work our storm water education programs in the future. She can also provide a almost full time person in the Nature Center.

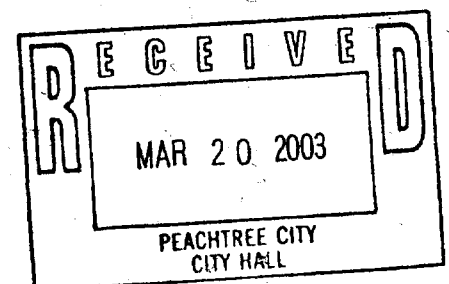
SCT will charge no rent to UGA for this office, as we do not pay rent to the City. Lease will be year to year with similar language to our lease with the City.

We are hoping to move Tori into the building fairly soon. Please let me know if you have any questions regarding this lease at 770 487-9124. I look forward to receiving your written consent.

Sincerely,

  
Jerry Peterson  
Board Member SCT

201 McIntosh Trail  
Peachtree City, GA 30269  
(770) 486-7774 FAX (770) 486-7775



### **Section Nineteen: Assignment or Subletting**

1. Tenants shall not assign this lease or any interest in it, and shall not sublet the premises or any part of it or any right or privilege appurtenant to this agreement or permit any other person (the agents and servants of tenants excepted) to occupy or use the premises or any portion of it without first receiving the written consent of landlord. Landlord agrees not to unreasonably withhold such consent but may, in lieu of granting such consent, terminate this lease. A consent to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any other or further assignment, subletting, or occupation, nor a waiver of the provisions of this section, except as to the specific instance covered by it. Any such assignment, subletting, or occupation without consent shall be void and shall at the option of landlord terminate this lease. This lease and any interest in it shall not be assignable as to the interest of tenants by operation of law without the written consent of landlord.

2. Either tenant shall have the right, in the event of a merger, consolidation, reorganization, or recapitalization, whether or not tenant survives as the surviving corporation, to assign or transfer this lease to the surviving corporation. Such right of assignment or transfer shall, however, be limited to an assignee whose book value is equal to or greater than the book value of such tenant at the time of such assignment or transfer. In the event either tenant contemplates making an assignment or transfer as provided in this section, such tenant shall give 30 days' notice to all other parties of its intent to make such assignment or transfer, and shall furnish to all other parties all pertinent information as to the book value of the proposed assignee. Upon assignment or transfer, as provided in this section, the liability of such tenant shall terminate and landlord shall look to the assignee for performance under this lease, provided such assignee agrees in writing to be bound by the terms and conditions of this lease as though an original signatory to this agreement.

3. Except as otherwise expressly provided in this lease, tenants shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease unless landlord consents.

# **CITY OF PEACHTREE CITY**

## **INTEROFFICE MEMORANDUM**

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**TO: Mayor and Council**

**VIA: Interim City Manager** 

**FROM: Deputy City Clerk** 

**DATE: April 9, 2003**

**SUBJECT: Alcohol License – NEW – Page Two, Inc. dba Ashland Grille**

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Page Two, Inc. dba Ashland Grille, a restaurant located in the Peachtree City Tennis Center, 10 Planterra Way, has submitted an application for an alcoholic beverage license. Ms. Gina L. Smith has requested she be appointed as the Licensee and as the License Representative. Ms. Smith will attend the meeting on Thursday, April 17<sup>th</sup>, to answer any questions you may have.

BT:pd

Attachments



# Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Gina Louise Smith  
Name

186 Wynnmeade Pkwy Peachtree City, GA 30269  
Address

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

James V. Murray  
Signature  
April 4, 2003  
Date

Mark R. M. Dube  
Witness



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

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

|                                                                          |                                                                          |                                                         |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------|
| <b>Business Name:</b> <i>Page Two, INC</i><br><i>DBA: Ashland Grille</i> | <b>Business Location:</b> <i>10 PLANN TERRA WAY</i> <i>PTC, GA 30269</i> | <b>Receipt #</b><br><i>00014617</i><br><i>\$ 200.00</i> |
| <b>Nature of Business:</b><br><i>Full service Restaurant</i>             | <b>Mailing Address:</b><br><i>Same as above</i>                          | <b>Business Phone Number:</b><br><i>770-486-0026</i>    |
| <b>Name of Licensee:</b><br><i>Gina L. Smith</i>                         | <b>Home Address:</b><br><i>186 Wynnmeade Pkwy</i> <i>PTC, GA 30269</i>   | <b>Home Phone Number:</b><br><i>770-486-8479</i>        |
| <b>Name of License Representative:</b><br><i>Same as above</i>           | <b>Home Address:</b><br><i>- A</i>                                       | <b>Home Phone Number:</b><br><i>- A</i>                 |

Please indicate type of licenses applying for:

| Retail Consumption Dealer           |                   | Retail Package Dealer    |                   | Wholesale Dealer         |                   |
|-------------------------------------|-------------------|--------------------------|-------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | Malt Beverage     | <input type="checkbox"/> | Malt Beverage     | <input type="checkbox"/> | Malt Beverage     |
| <input checked="" type="checkbox"/> | Wine              | <input type="checkbox"/> | Wine              | <input type="checkbox"/> | Wine              |
| <input type="checkbox"/>            | Distilled Spirits | <input type="checkbox"/> | Distilled Spirits | <input type="checkbox"/> | Distilled Spirits |

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

| NAME                                                                                                                                                  | ADDRESS                                                          | PHONE NUMBERS                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.</b> | <b>Please provide Home Addresses for the individuals listed:</b> | <b>Please provide Home and Business Phone Numbers for individuals listed:</b> |
| <i>Gina L. Smith (owner)</i>                                                                                                                          | <i>186 Wynnmeade Pkwy</i> <i>PTC, GA 30269</i>                   | <i>7) 486-8479 (H)</i><br><i>7) 486-0026 (W)</i>                              |
| <i>Michael P. Bradshaw (owner)</i>                                                                                                                    | <i>349 Strathmore Dr.</i> <i>Sharpsburg, GA 30217</i>            | <i>7) 463-9185 (H)</i><br><i>7) 487-4226 (W)</i>                              |
| <i>Page Two, Inc.</i>                                                                                                                                 | <i>10 Planterra Way</i> <i>PTC, GA 30269</i>                     | <i>7) 486-0026</i>                                                            |
|                                                                                                                                                       |                                                                  |                                                                               |
|                                                                                                                                                       |                                                                  |                                                                               |
|                                                                                                                                                       |                                                                  |                                                                               |
|                                                                                                                                                       |                                                                  |                                                                               |
|                                                                                                                                                       |                                                                  |                                                                               |
|                                                                                                                                                       |                                                                  |                                                                               |
|                                                                                                                                                       |                                                                  |                                                                               |

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

## **POSITION PAPER**

Proposed Variance: Lot 41, Sandown Creek Subdivision

Cornett Residence

City Planner/ Zoning Administrator

April 10, 2003

*David*

### **Situation:**

Mr. Cornett purchased a home at 219 Sandown Drive, which was built in 1983. The former owner of the home constructed an elevated deck without obtaining a Building Permit. The deck extends from the rear of the home to the side property line, encroaching 10' into the required 10' side setback. The deck was built around an aboveground swimming pool, which also encroached approximately 7' into the side setback. Due to leaks and safety concerns, the Applicant decided to remove the aboveground pool and cover the area where the pool was located with wood decking to match the remainder of the deck. The Applicant also constructed a 12' x 16' gazebo on the deck which encroaches 4'-4" into the side setback. The deck repair and the construction of the gazebo were done without obtaining a Building Permit. Mr. Cornett has applied for a variance to permit this construction (Attachment "A").

### **Facts:**

1. The subject parcel is zoned R-12 Residential, and the side setback in this zoning district is 10'. The existing deck extends to the side property line, encroaching 10' into the side setback. The former aboveground swimming pool also encroached 7' into the side setback. Both the deck and the pool were constructed by the previous owner without obtaining a Building Permit.
2. When Mr. Cornett purchased the home, the Seller's Property Disclosure Statement (Attachment "B") indicated that the former owner was not aware of "any past or present encroachments, boundary line disputes, or unrecorded easements"; "any instances where necessary permits and approvals were not obtained"; "any work not done in compliance with building codes or zoning regulations"; or "any violations of local, state or federal laws, codes or regulations with respect to the Property." Based on these disclosures, the Applicant assumed the existing deck and swimming pool met applicable building and zoning codes.
3. Due to the fact that the pool liner began leaking and was causing structural damage to the existing deck, the Applicant removed the pool and associated pool equipment – leaving a large hole in the existing deck where the pool had been located. The Applicant reinforced and rebuilt the structural component of the existing deck and then covered the hole with wood to match the existing deck.

**Proposed Variance: Lot 41, Sandown Creek Subdivision**

*April 10, 2003*

*Page 2*

4. The Applicant then constructed a 12' x 16' gazebo on the deck in the general location where the pool had been located. Based on the assumption that a Building Permit was not required for the original deck and pool, the Applicant did not secure a Building Permit for the new gazebo.
5. The gazebo encroaches 4'-4" into the side setback. A 6' high wood fence completely encloses the Applicant's rear yard. Additionally, a mature leyland cypress and eleagnus hedge screens the fence and gazebo from the adjoining property owners. The adjoining property owner has provided a letter in support of this variance request (Attachment "C").
6. The Applicant has agreed to plant several leyland cypress along the front of the fence to screen views of the gazebo from the street. The City has not received any complaints from the neighbors about the appearance of the gazebo.
7. A copy of the portion of the Zoning Ordinance that addresses variance policies and procedures is included as Attachment "D."

**Recommendation:**

City Staff recommends that a variance of 4'-4" be approved as requested, with the understanding that the Applicant be required to install a minimum of four (4) leyland cypress (minimum 6' in height) in front of the existing fence. Further, the Applicant shall secure appropriate Building Permits and inspections for the existing deck and gazebo and pay applicable permit fees.

This is a situation where the Applicant failed to follow proper procedures prior to constructing the gazebo. This is also a situation where the Applicant inherited a variety of problems created by the previous owner and not properly disclosed on the Seller's Property Disclosure Statement as required by law.

It is Staff's position the Applicant should be commended for his willingness to work with the City to try and resolve this situation. The Applicant has met with the Building Official on-site to examine the construction of the deck and gazebo. The Applicant has also met with the City Planner to determine what type of vegetation would properly screen views to the gazebo from the street. The gazebo itself is an attractive feature and a drastic improvement over what the Applicant inherited when he purchased the home.

2003-05

# REQUEST FOR VARIANCE ZONING ORDINANCE, CITY OF PEACHTREE CITY

This is a request for a variance from the requirements of the Peachtree City Zoning Ordinance for the property located at: 219 Sandown Dr. Peachtree City, GA. 30269

The reason this variance is being requested is as follows: Repaired hole in existing deck where pool was installed. Built Gazebo over hole on top of deck. Gazebo is 5'8" away from property line. Zoning requirement is a 10' setback.

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

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

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

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

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

Name: (Please type or Print) Michael D. Cornett

Address: 219 Sandown Dr. Peachtree City, GA. 30269

Phone: 678-364-0746

Signature: Michael D. Cornett

\*\*\*\*\*

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

Signature: David E. Rant

Title: City Planner / Zoning Administrator

Date of Acceptance: March 25, 2003

Date of Public Hearing: April 17, 2003

9/1/00

Attachment "A"

Michael and Christy Cornett  
219 Sandown Drive  
Peachtree City, Georgia 30269  
Home 678-364-0746  
Work (Christy) 770-716-0074\*220  
E-mail [piemates@aol.com](mailto:piemates@aol.com)

March 25, 2003

Peachtree City Government  
Attn: Zoning Administrator and Council  
153 Willowbend Road  
Peachtree City, Georgia 30269

Re: Lot 41, Sandown Creek  
Submittal of zoning variance application

Dear Administrator and Council Members:

Please accept this letter, the enclosed documentation and our check in the amount of \$250.00 as our application and request for a variance.

As you know, we built a screened gazebo on top of our deck. It has been brought to our attention that the setback for a gazebo is 10' from the property line and our gazebo is at 5'8". It will be quite impossible to move the gazebo as it is built on top of the deck and attached by posts, which are set in cement.

Regretfully, we did not obtain a permit to build the gazebo. This application is brought to you so that hopefully we may obtain the proper authorization and permits to keep our gazebo. In your review of our application, we would like to note the following:

We purchased our home in August 1999. A copy of the survey and the seller's property disclosure are enclosed. The deck, fence and above ground pool had already been built and in place for several years prior to us purchasing the home. We were not made aware at the time of purchase that permits had not been issued for these items, as reflected on the enclosed seller's property disclosure statement, Item 7. We expect that we will not be held responsible for these items since they were already in place long before we owned the home.

Peachtree City Government  
Attn: Zoning Administrator and Council  
March 25, 2003  
Page Two

With regard to the letter we received from David Rast, we would like to note that we did not enlarge the deck. We removed the above ground pool because it was in grave disrepair and dangerous due to the fact that it was not installed correctly by the previous owners. We then repaired the hole it left in the deck. We went to great lengths and expense to repair the deck, correctly. As you will see by the enclosed photographs, the gazebo does not reach as far out as the pool did towards the property line. You can clearly see in the photos, where the pool was and the repair made to the deck.

We have also spoken with our neighbors, Randy and Ellen Gaddo, who reside at 217 Sandown Drive. They have expressed to us that they have no objection to the gazebo. Please refer to the e-mail received by Mr. Rast from the Gaddos on or about March 25, 2003.

If we are allowed the variance for the gazebo, we would like to add Leland cypress trees on the front side of the fence, next to the house, which would limit the view of the gazebo from the street and also offer more privacy to us and our neighbors.

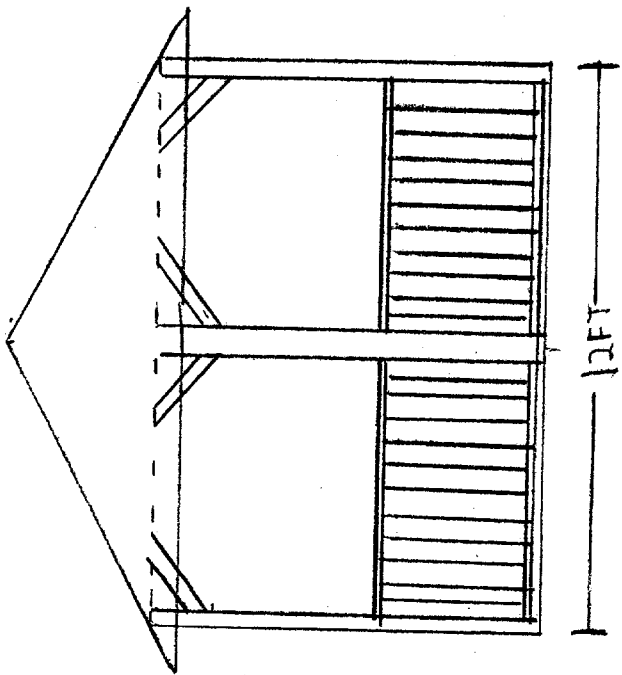
We do apologize for the inconvenience that we have caused the City and the Council. We would like to express to you that it was never our intention to go against any laws, ordinances, variances or setbacks in building this gazebo, nor will we make this mistake again. We simply viewed the situation as removing a dangerous pool and repairing the deck. We hope that we can come to a resolution of this matter. We are good, law abiding and tax paying Peachtree City citizens and would like to remain so. We appreciate your review of these matters and look forward to hearing from you or meeting with you in the near future.

Sincerely,

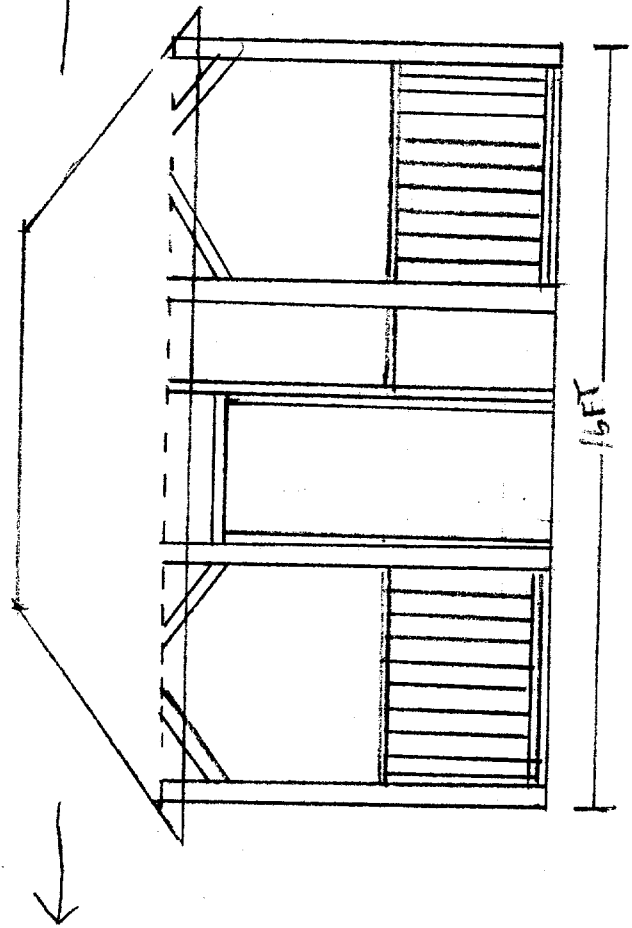
  
Michael and Christy Cornett

Cc: David Rast, City Planner, Peachtree City

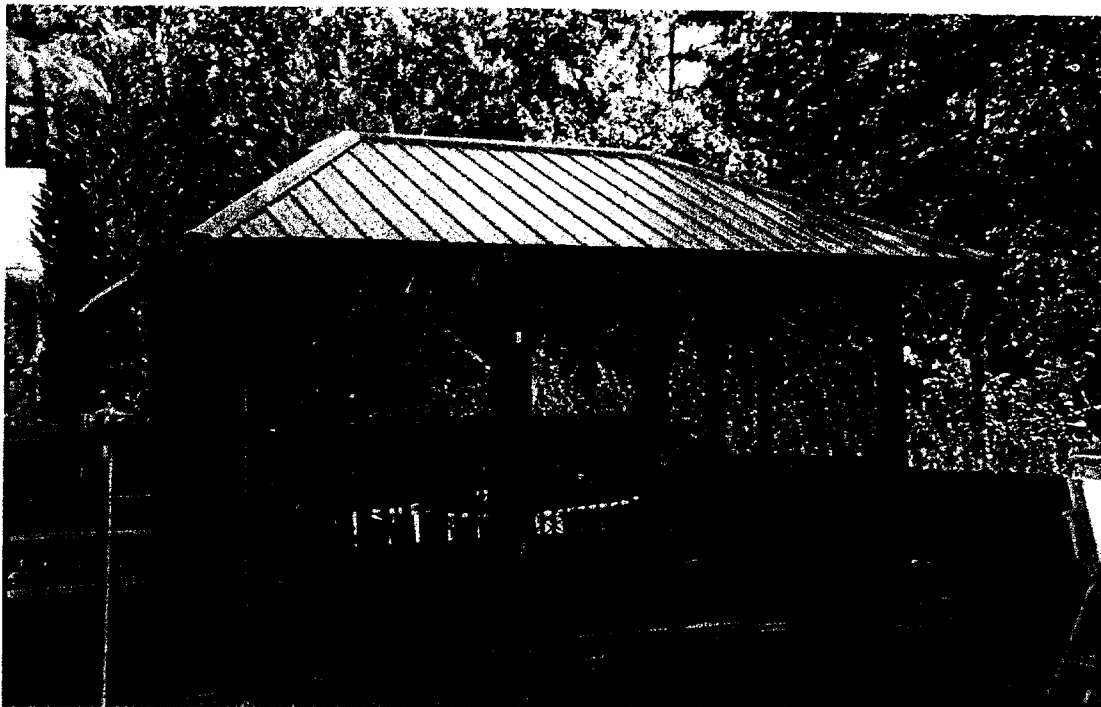
Facing street

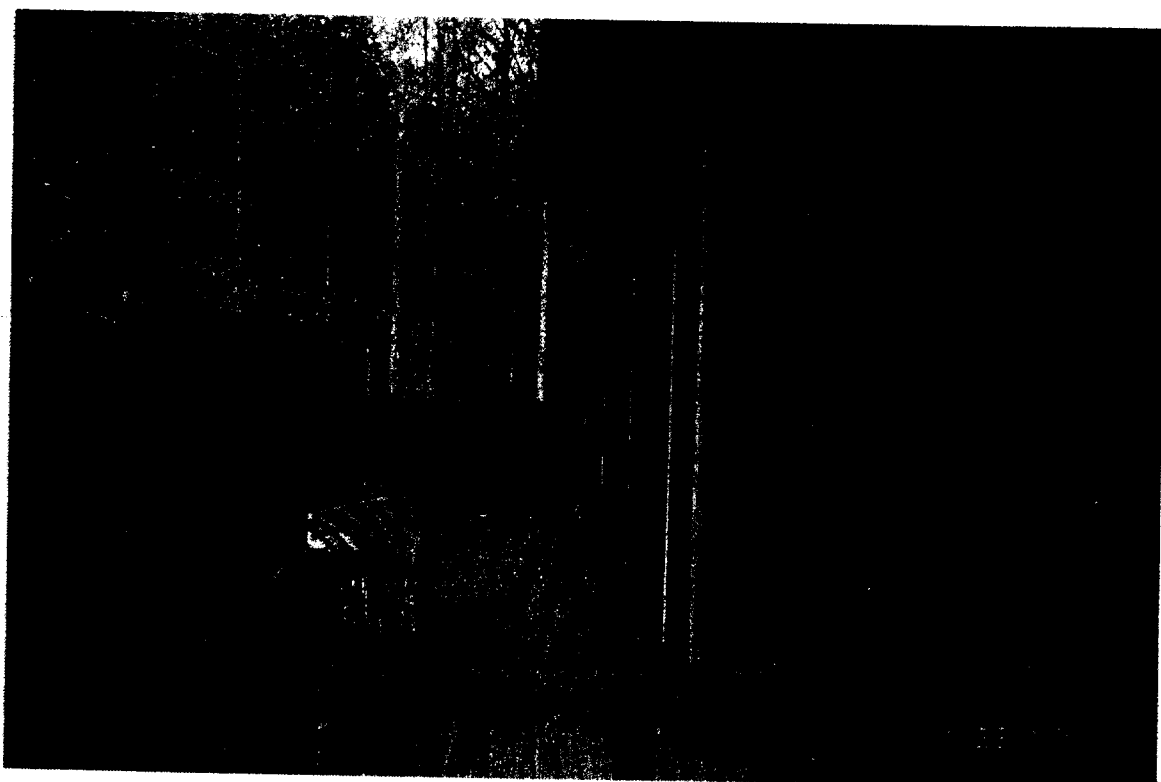
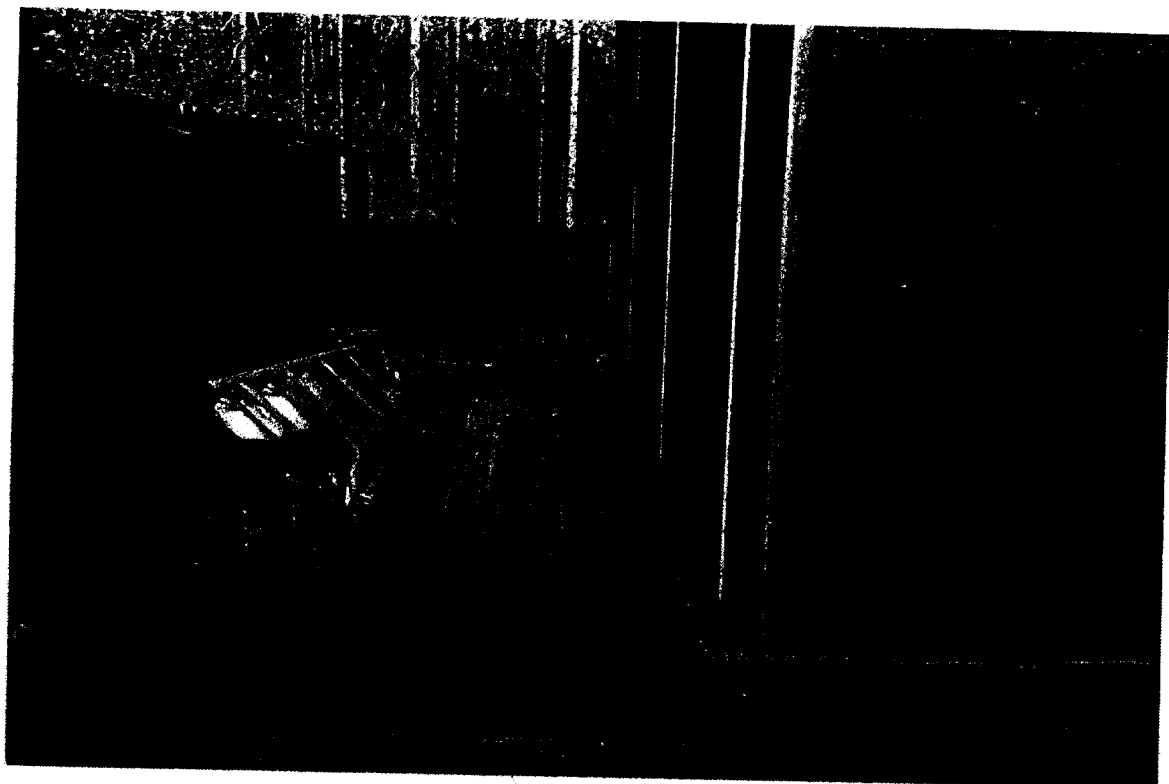


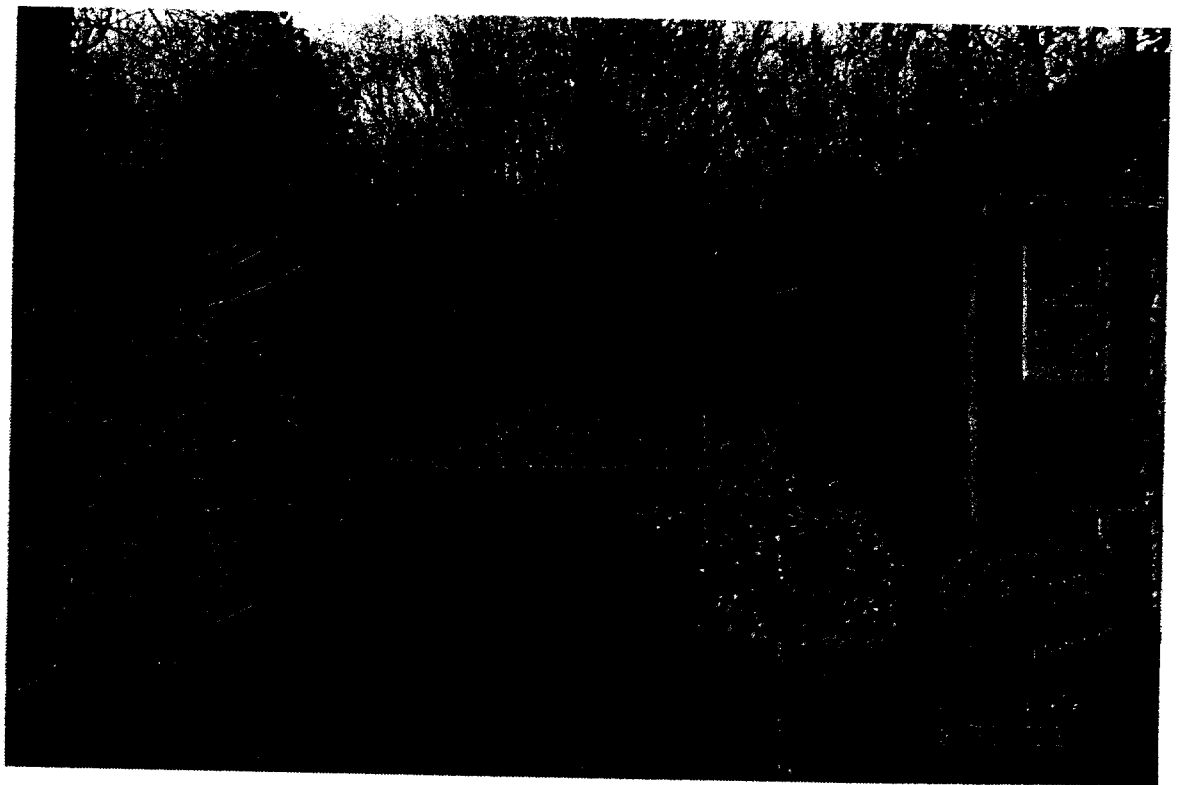
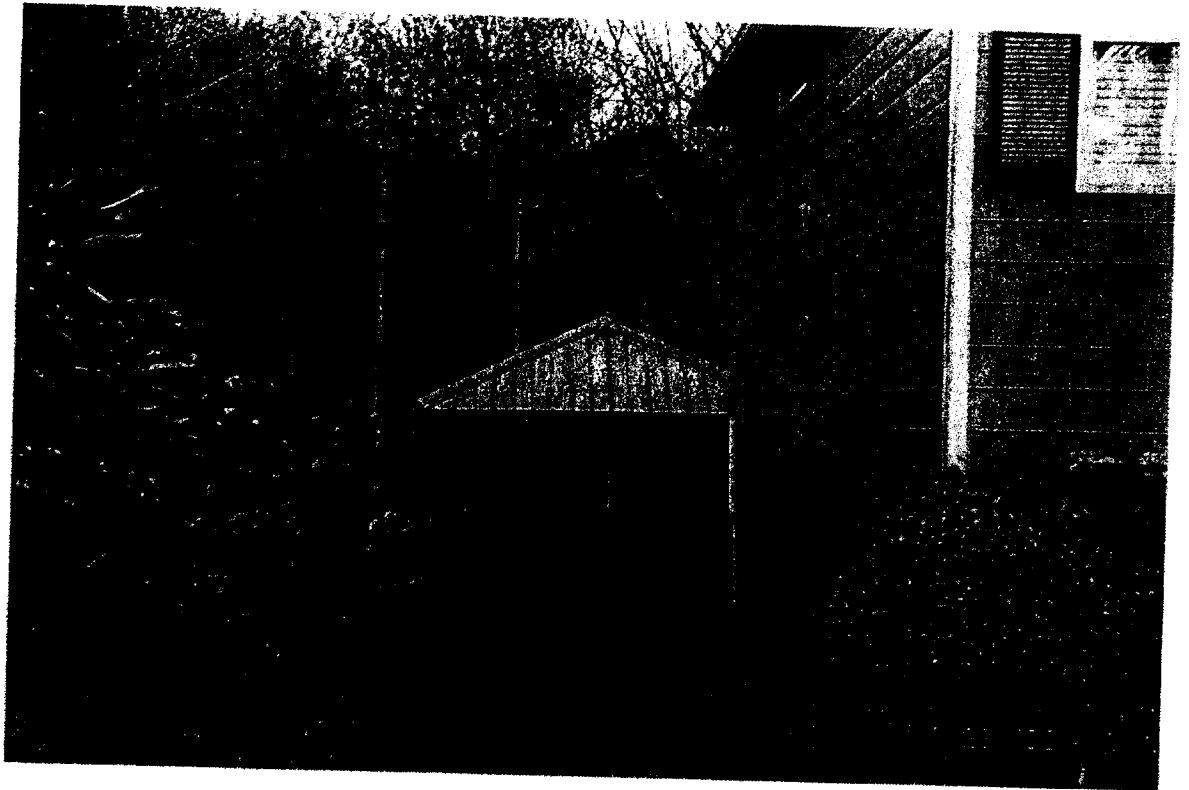
Path side

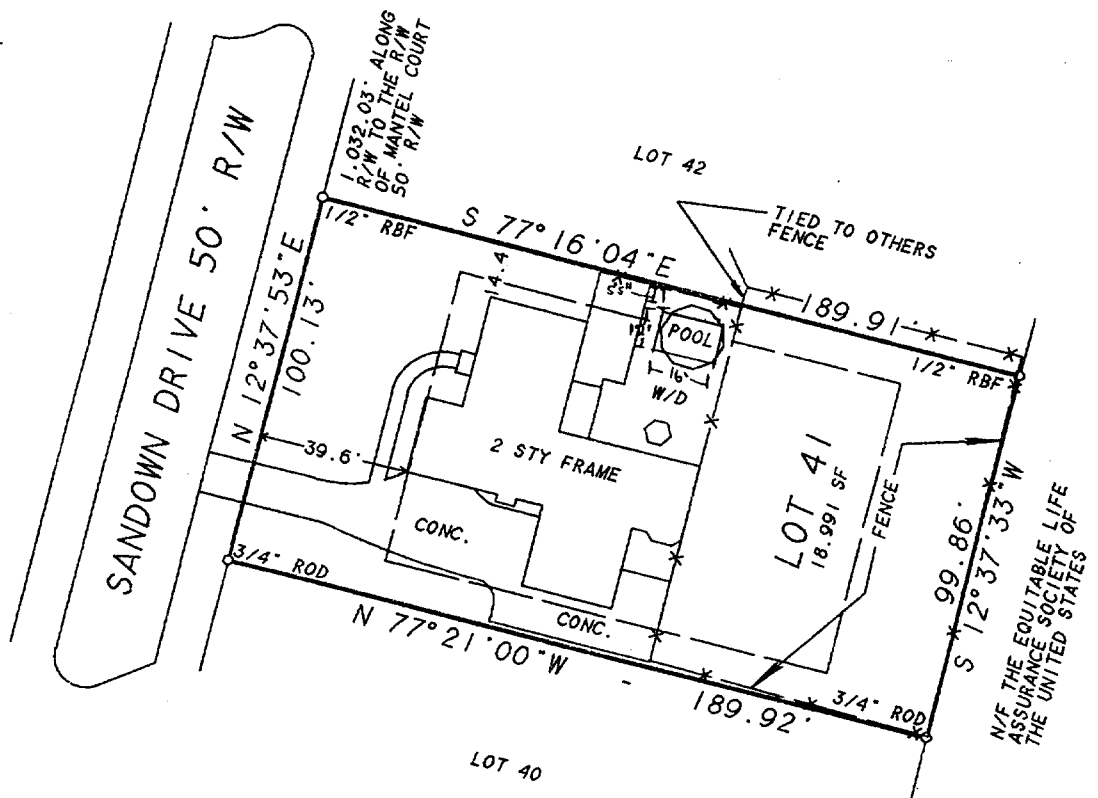
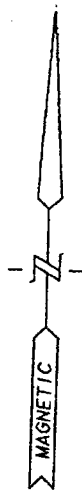


Street side









**BUILDING LINES**

FRONT - 40'  
SIDE - 10'  
REAR - 30'

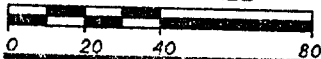
**LEGEND**

RBF-RE-BAR FOUND  
RBS-RE-BAR SET  
R/W-RIGHT OF WAY  
MAG- MAGNETIC  
P.O.B.-POINT OF BEGINNING  
B/L-BUILDING LINE  
D.E.-DRAINAGE EASEMENT  
N/F-NOW OR FORMERLY

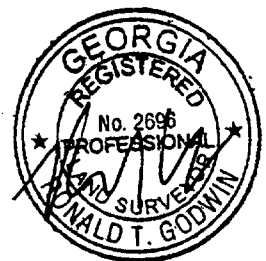
**CLOSURE DATA**

FIELD CLOSURE-1" IN 10,000+  
ANGLE POINT ERROR-< 20"  
EQUIPMENT USED-E.D.M. & THEODOLITE  
ADJUSTMENT METHOD-COMPASS RULE  
PLAT CLOSURE-1" IN 100,000+

**GRAPHIC SCALE**



THIS PROPERTY DOES NOT LIE WITHIN A 100  
YEAR FLOOD PLAIN, AS PER CITY OF FAYETTEVILLE  
F.I.R.M. FLOOD PLAIN MAP NO. 13113C0090D  
DATED MARCH 18, 1996.



PREPARED FOR:

MICHAEL D. CORNETT  
CHRISTY A. CORNETT

SUBDIVISION: SANDOWN CREEK PHASE ONE

P.B. 13

Pg. 158-159

OT: 41

LAND LOT: 39

DATE: 8/1/99

LOCK:

DISTRICT: 6 th

REV:

CALE: 1" = 40'

COUNTY: FAYETTE, GA.

JOB NO.: 98-0321

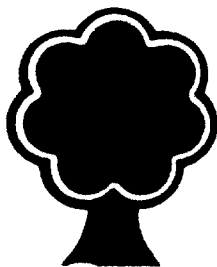
**DELTA SURVEYORS, INC.**

P.O. BOX 571  
770\460\9342

FAYETTEVILLE, GA. 30214  
FAX 770\460\7114



JOHN 3:16



# Peachtree City

Georgia

January 31, 2003

Mr. Michael Cornett  
219 Sandown Drive  
Peachtree City, GA 30269

**Re: Lot 41, Sandown Creek**  
*Submittal of variance application*

Dear Michael:

I have reviewed the information you brought to our office pertaining to the gazebo you constructed on your property. I also visited your property to get a better understanding of how this structure appears from the street. I must say this is quite an attractive addition to your home!

Unfortunately, the gazebo was built within the required building setback. Your subdivision is zoned R-12 Residential which requires a side building setback of 10'. The information you submitted indicates that a deck and pool were built within this setback prior to you purchasing the property. Our records indicate a building permit was never issued for this work. Our records also indicate that a building permit was not obtained prior to removing the pool, enlarging the deck or constructing the gazebo.

In order to keep these structures within the building setback, you must secure a variance from the City's zoning ordinance. I have attached a copy of the appropriate application and associated instructions for your use.

This information should be completed and submitted to the City as soon as possible so that we can schedule this item for review by City Council in a timely manner. Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

David E. Rast, ASLA  
City Planner

cc: Troy Besseche  
Tom Carty  
Ted Meeker  
file

City Engineer  
Building Official  
City Attorney

# REMAX RESULTS



## SELLER'S PROPERTY DISCLOSURE STATEMENT

1997 Printing

For Property Located at 019 Sandown Dr PTC ("Property")

**NOTICE TO BUYER AND SELLER:** This disclosure statement is designed to assist Seller in disclosing to a buyer all known material or adverse facts relating to the physical condition of the Property that are not readily observable. All questions are to be answered with respect to the Property listed above. **TO THE ANSWERS ANY OF THE QUESTIONS LISTED BELOW ARE "YES" PLEASE EXPLAIN IN DETAIL IN THE "ADDITIONAL EXPLANATIONS" SECTION.**

|                                                                                                                                                                                                                                        | Yes                                 | No                                  | Don't Know                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>1. OCCUPANCY:</b>                                                                                                                                                                                                                   |                                     |                                     |                                     |
| (a) Does Seller currently occupy this Property?                                                                                                                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (b) If not, how long has it been since Seller occupied the Property?                                                                                                                                                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Are there any leases, written or verbal, on the Property or any part thereof?                                                                                                                                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>2. LAND (SOILS, DRAINAGE AND BOUNDARIES):</b>                                                                                                                                                                                       |                                     |                                     |                                     |
| (a) Is there any fill (other than foundation backfill), landfill, mine shafts or wells (in use or abandoned) on the Property?                                                                                                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Are you aware of any past or present sliding, settling, earth movement, upheaval or earth stability/expansive soil problems?                                                                                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Is the Property or any part of the main dwelling located in a flood zone?                                                                                                                                                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (d) Are you aware of any past or present drainage or flooding problems?                                                                                                                                                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (e) Are you aware of any past or present diseased or dead trees?                                                                                                                                                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (f) Are you aware of any past or present encroachments, boundary line disputes, or unrecorded easements?                                                                                                                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>3. ROOF:</b>                                                                                                                                                                                                                        |                                     |                                     |                                     |
| (a) Age: <u>3</u> years.                                                                                                                                                                                                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Has the roof, or any part thereof, been replaced or repaired during your ownership?                                                                                                                                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Are you aware of any problems past or present with the roof or rain gutters or downspouts?                                                                                                                                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>4. TERMITES, DRY-ROT, PESTS:</b>                                                                                                                                                                                                    |                                     |                                     |                                     |
| (a) Do you have any knowledge of any past or present damage to the Property caused by infiltrating pests, termites, dry-rot, or other wood-destroying organisms?                                                                       | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Is your Property currently under warranty or other coverage by a licensed pest control company?                                                                                                                                    | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Are you aware of any termite/pest control reports or treatments for the Property in the last five years?                                                                                                                           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (d) Do any exterior walls or the foundation of any dwelling have rigid board insulation, foam board, polystyrene or similar materials?                                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (e) Does the Property have synthetic stucco?                                                                                                                                                                                           | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>5. STRUCTURAL ITEMS:</b>                                                                                                                                                                                                            |                                     |                                     |                                     |
| (a) Are you aware of any past or present movement, shifting, settling, cracking, deterioration, or other structural problems with floors, walls, or foundations?                                                                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Property?                                                                                                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Has there ever been a fire, flood or wind which required any repair to the Property?                                                                                                                                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (d) When was the fireplace, wood stove or chimney/flue cleaned? Date: _____                                                                                                                                                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>6. BASEMENTS AND CRAWL SPACES: (Complete only if applicable)</b>                                                                                                                                                                    |                                     |                                     |                                     |
| (a) Has there ever been any water leakage, accumulation, or dampness within the basement or crawl space?                                                                                                                               | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (b) Have there been any repairs to control any water or dampness problems in the basement or crawl space?                                                                                                                              | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>7. ADDITIONS AND ALTERATIONS:</b>                                                                                                                                                                                                   |                                     |                                     |                                     |
| (a) Have there been any additions, structural changes, or other alterations to the Property?                                                                                                                                           | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Are you aware of any instances where necessary permits and approvals were not obtained?                                                                                                                                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Was any work not done in compliance with building codes or zoning regulations?                                                                                                                                                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>8. PLUMBING RELATED ITEMS:</b>                                                                                                                                                                                                      |                                     |                                     |                                     |
| (a) What is your drinking water source? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private System <input type="checkbox"/> Well on Property                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (b) If your drinking water is from a well, has it been tested within the past twelve months?                                                                                                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (c) Do you have a water softener, or filter or purifier? <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (d) What is the type of sewage system? <input checked="" type="checkbox"/> Public Sewer <input type="checkbox"/> Private Sewer <input type="checkbox"/> Septic Tank                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (e) Is there a sewage pump?                                                                                                                                                                                                            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (f) When was the septic tank or cesspool last serviced? Date: _____                                                                                                                                                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (g) Do you know of any past or present leaks, backups, or other similar problems relating to any of the plumbing, water and/or sewage-related items?                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (h) Is there any polybutylene plumbing on the Property?                                                                                                                                                                                | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>9. TOXIC SUBSTANCES:</b>                                                                                                                                                                                                            |                                     |                                     |                                     |
| (a) Are you aware of any underground tanks or toxic substances on the Property (structure or soil) such as asbestos, polychlorinated biphenyls (PCBs), tri- and tetrahalomethane, methane gas, radioactive material, radon, or others? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Has the Property been tested for radon or any other toxic substances?                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <b>10. COVENANTS, FEES AND ASSESSMENTS:</b>                                                                                                                                                                                            |                                     |                                     |                                     |
| (a) Is the Property part of a condominium or other community association or is it subject to covenants, conditions and restrictions (CC & R's)?                                                                                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (b) Is there an Association Fee? If "Yes," what amount \$ _____ per _____                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) If there is an Association Fee, is it mandatory?                                                                                                                                                                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (d) Is there an initiation fee? If "Yes," Amount \$ _____                                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (e) Are there any special assessments approved but unpaid by the Association?                                                                                                                                                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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Ready the Software, 586 Nottingham, Irving, TX 75061, (800) 583-2252

Provided by: Broker 07151091

# 11. OTHER MATTERS:

- (a) What year was the main residential dwelling constructed? 1983
- (b) Do you know of any violations of local, state, or federal laws, codes or regulations with respect to the Property? Yes No Don't Know
- (c) Is there any system or appliance which is leased or which has a fee associated with its use? Yes No Don't Know
- (d) Does the main dwelling have aluminum wiring? Yes No Don't Know
- (e) Have you received any notices by any governmental or quasi-governmental agency affecting the Property? Yes No Don't Know
- (f) Have there been any inspections on the Property in the past year? Yes No Don't Know
- (g) Has the Property ever been the subject of litigation including, but not limited to construction defects, termities, and/or title problems? Yes No Don't Know
- (h) Are you presently or have you ever been involved in any litigation involving a defective product located in or on the Property? Yes No Don't Know
- (i) Have you ever filed a claim not involving litigation relating to any defective product located in or on the Property? Yes No Don't Know
- (j) Have you been awarded any sums of money in lieu of repairs for a defective product located in or on the Property? Yes No Don't Know
- (k) Have you signed any release that would limit a future owner from making any claims in connection with the Property? Yes No Don't Know

## 12. SYSTEMS: (Check only those items/systems that are included in the sale of the Property.)

| A. APPLIANCES   | INCLUDED                            | B. ELECTRICAL      | INCLUDED                            | C. ENERGY SOURCE    | INCLUDED                            | D. PLUMBING         | INCLUDED                            |
|-----------------|-------------------------------------|--------------------|-------------------------------------|---------------------|-------------------------------------|---------------------|-------------------------------------|
| Built-in Vacuum |                                     | Air Purifier       |                                     | Attic Fan(s)        | <input checked="" type="checkbox"/> | Hot Tub             |                                     |
| Disposal        | <input checked="" type="checkbox"/> | Burglar Alarm      |                                     | A/C-Electric        | <input checked="" type="checkbox"/> | Spa                 |                                     |
| Vent Hood       | <input checked="" type="checkbox"/> | Ceiling Fan(s)     | <input checked="" type="checkbox"/> | A/C-Gas             | <input checked="" type="checkbox"/> | Pool (In-ground)    | <input checked="" type="checkbox"/> |
| Microwave Oven  |                                     | Garage Door Opener | <input checked="" type="checkbox"/> | Fireplaces(s)       | <input checked="" type="checkbox"/> | Septic              |                                     |
| Oven/Range      | <input checked="" type="checkbox"/> | Opener Controls    | <input checked="" type="checkbox"/> | Heat-Electric       | <input checked="" type="checkbox"/> | Sump Pump           |                                     |
| T.V. Antenna    | <input checked="" type="checkbox"/> | Telephone Jacks    | <input checked="" type="checkbox"/> | Heat-Gas            | <input checked="" type="checkbox"/> | In-ground Sprinkler |                                     |
| T.V. Dish       |                                     | T.V./Cable Jacks   | <input checked="" type="checkbox"/> | Heat-Solar          |                                     | Water Purifier      | <input checked="" type="checkbox"/> |
| Trash Compactor |                                     | Intercom Radio     |                                     | Heat/Cool-Heat Pump | <input checked="" type="checkbox"/> | Water Softener      |                                     |
| Dishwasher      | <input checked="" type="checkbox"/> | Light Fixtures     | <input checked="" type="checkbox"/> | Heat-Wood Burning   |                                     | Well                |                                     |
|                 |                                     | Senna              |                                     | Hot Water-Electric  | <input checked="" type="checkbox"/> |                     |                                     |
|                 |                                     | Smoke/Fire Alarms  | <input checked="" type="checkbox"/> | Hot Water-Gas       | <input checked="" type="checkbox"/> |                     |                                     |
|                 |                                     | Roof Vent Fan(s)   | <input checked="" type="checkbox"/> | Hot Water-Solar     |                                     |                     |                                     |
|                 |                                     | 220 Volt Service   | <input checked="" type="checkbox"/> | Humidifier          |                                     |                     |                                     |

Are any of the above items/systems, that are included in the sale of the Property, in need of repair or replacement? If "Yes," explain in detail.

13. AGRICULTURAL DISCLOSURE: Is the subject Property within, partially within, or adjacent to any Property zoned or identified on an approved county land use plan as agricultural or forestry use? Yes No (Do Not Know) Yes. It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective Property owners or other persons or entities leasing or acquiring an interest in real Property that the Property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

## 14. LEAD-BASED PAINT:

Was any part of the residential dwelling on the Property constructed prior to 1978? Yes No Do Not Know Yes. Seller does hereby provide the following warning and shall disclose the following information regarding lead-based paint and lead-based paint hazards.

## PURCHASE AND SALE TRANSACTION LEAD WARNING STATEMENT.

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessment or inspections in the Seller's possession and control. (Seller to initial section A and B below). A risk assessment or inspection is recommended prior to purchase.

- A. Presence of lead-based paint and/or lead paint hazard (check one below)
- ☒ Known lead-based paint and/or lead-based paint hazard are present in the housing (explain below):
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and Reports available to the Seller (check one below):
- ☒ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment.** (Buyer to initial section C and/or D below)

☐

C. Buyer has received copies of all information listed above.

☐

D. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

**Broker Acknowledgment.** (Broker to initial section E below)

☐

E. Broker has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

This disclosure form and the attached "Protect Your Family From Lead in Your Home" pamphlet must be attached and acknowledged by all parties to an offer to sell a home which was built prior to 1978. The disclosures must occur prior to the Seller's acceptance of the Buyer's written offer to purchase; if the potential Buyer makes the offer to purchase before the requisite disclosures are provided to the Buyer, the Seller can not accept the offer until: 1) the disclosure is made and 2) the potential Buyer has had an opportunity to review the information and consider whether to amend his offer.

**15. ADDITIONAL EXPLANATIONS OR DISCLOSURES:** Please attach additional sheets if necessary.

281 - Due from upstairs bath - Has now been repaired.

**16. SELLER'S REPRESENTATION:**

In this disclosure, Seller warrants that to the best of Seller's knowledge and belief, the information contained herein with respect to the condition of the Property is accurate and complete as of the date signed by Seller. It is not a substitute for any inspections or warranties that Buyer may wish to obtain. Seller hereby authorizes Broker to provide this information to prospective buyers of the Property and to real estate brokers and their affiliated licensees. Seller agrees to promptly update this Property Disclosure Statement and provide any Buyer and Brokers with a revised copy of the same if there are any material changes in the answers to the questions contained herein.

Is each individual named above a U. S. Citizen or resident alien?

☒ Yes ☐ No

Has each individual named above been a Georgia resident for the past 2 years?

☐ Yes ☒ No

Seller:

*[Signature]*

Date:

*[Signature]*

Seller:

*[Signature]*

Date:

**17. RECEIPT AND ACKNOWLEDGMENT OF BUYER:**

I acknowledge receipt of this Property Disclosure Statement. I understand that except as stated in the Purchase And Sale Agreement with Seller, the Property is being sold in its present condition only, without warranties or guarantees of any kind by Seller or Brokers. No representations concerning the condition of the Property are being relied upon by me except as disclosed herein or stated in the Purchase And Sale Agreement.

Buyer:

*[Signature]*

Date:

7-20-99

Buyer:

*[Signature]*

Date:

7-20-99

**Memorandum**

**From:** Randy L. Gaddo   
**To:** David Rast, City Planner

**Date:** March 27, 2003

**Subj:** Variance Request from Mr. Michael Cornett

**This is to inform you that my wife and I have no objection to approval of the variance request submitted by Mr. Michael Cornett, who lives at 219 Sandown Drive.**

**Mr. Cornett and his wife have been good neighbors of ours for several years. My family and I live at 217 Sandown, and the structure in question (the gazebo) is slightly visible from our property. However, it poses no problems for us. We have a hedge of Leland cypress and illeagnus growing on that side of the house, which nearly completely screens Mr. Cornett's home, and the gazebo, from our view.**

**Please feel free to contact me if you need further comments or information.**

(1202.2) The purpose of this section is to authorize variances from the terms of this ordinance as will not be contrary to the public interest so that the spirit of this ordinance shall be observed, public safety and welfare secured, and substantial justice done.

An application for a variance may be submitted only by the owner of the property for which a variance is desired, or his authorized agent.

- (a) Variance applications shall be filed with the city planner on forms provided by the city planner.
- (b) Any communication relative to a variance request will be regarded as information only until a proper application is made in the form required.
- (c) An application fee of \$250.00 must accompany each variance application.
- (d) Upon receiving an application, the city planner shall schedule a public hearing on the request before the city council within 45 days after receipt.
- (e) A sign displaying the hearing date and the nature of the hearing shall be placed in a conspicuous location on the property not less than 15 days prior to the hearing date.
- (f) A notice of the public hearing date and the nature of the hearing shall be published in the newspaper of general circulation which serves as the legal organ for the city. The newspaper notice shall appear at least 15 days prior to the hearing date.
- (g) At the public hearing before the city council, the applicant may appear in person or be represented by an agent or attorney.
- (h) Variances from the provisions of this ordinance may be approved by the city council if it is determined that they will not cause substantial detriment to other parties or impair the purpose or intent of this ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this ordinance within the zoning district in which the property is located.

In making a determination on a variance request, the city council shall consider the following factors:

- (1) Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- (2) Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- (3) Whether or not the request is due to an intentional action of the applicant to violate the requirements of this ordinance.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** Colin Halterman 

**FROM:** Jane Miller 

**DATE:** April 2, 2003

**SUBJECT:** Change to Employee Sick Leave Policy

---

At retreat, Council discussed the City's sick leave policy. Currently, employees are able to accrue up to 480 hours of sick leave (720 hours for firefighters). This equates to 12 weeks of paid sick leave. Once an employee reaches the maximum allowed, no more time is accrued until the employee uses some of the sick leave on the books. Council asked staff to prepare a change to the sick leave policy that would increase the total amount of accrued sick leave by creating another category of sick leave to be used in the event of a catastrophic illness or injury. This would reward those employees who do not use sick leave by providing additional time in the event of a serious medical condition that requires they miss a great deal of work.

Attached is a draft of a change to the sick leave policy that establishes a catastrophic sick leave bank and the rules associated with the bank. It also modifies the amount of sick leave paid to a firefighter at retirement or death from up to 480 to up to 720 (12 weeks pay). The changes to the policy are in bold. The catastrophic bank would equal a total of 12 weeks of leave and could only be used once all other leave on the books was used. This would enable an employee who has the maximum bank in regular sick leave and catastrophic sick leave to be on paid sick leave status for 24 weeks. Since long-term disability goes into effect at 26 weeks, this would provide the employee with significant salary protection.

Over the years a number of employees have been at maximum sick leave and have, in some cases, lost hundreds of hours in earned sick leave. It has been suggested that Council consider approving the changes retroactively to some date in the past that would allow employees who have lost sick leave to regain at least a portion of the time. The City has six years of employee time records so staff could review records back to that time to determine lost time.

Staff does recommend adoption of the changes to the sick leave policy and consideration of a retroactive effective date.

/jsm

Attachment

Section 5. Sick Leave

- A. Sick Leave Defined. Sick leave is paid leave that may be granted to each eligible employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, who is quarantined by a physician because he has been exposed to a contagious disease, for medical, dental, or optical examination or treatment or for personal emergency if specifically approved by the City Manager. **The City has two categories of sick leave: regular and catastrophic. Regular sick leave is granted to eligible employees from initial employment until the employee reaches the established maximum as outlined in D. below. Catastrophic sick leave is granted to eligible employees who have accrued the maximum regular sick leave allowed. The amount of catastrophic sick leave that can be accrued is as outlined in E. below.**
- B. Persons Entitled. All regular employees are eligible to accrue sick leave as outlined in D and E below. Temporary, seasonal and other part-time or substitute employees are not eligible for sick leave. (Approved 10/7/82)
- C. Sick Leave for on the job Injury. An employee who sustains an on-the-job injury, must report the injury to his supervisor immediately on forms provided. If the injury necessitates the employee's absence from work, he may immediately go on sick leave. He may remain on official sick leave until workman's compensation takes over. The employee will then receive only workman's compensation benefits. The Mayor and City Council may consider individual cases when extenuating circumstances are involved. A determination will be made at the end of 13 weeks and again at 26 weeks to determine permanent disability.
- D. Accrual of **Regular** Sick Leave. Each full-time employee shall earn **regular** sick leave at the rate of eight (8) hours per month of service. Regular part-time employees are eligible to earn **regular** sick leave on a pro-rated basis. There shall be a 480 hour (12 work weeks) limit placed on the amount of **regular** sick leave earned by all full-time employees excepting firefighters. Firefighters working a 24 hour on and 48 hour off schedule shall be allowed to accrue 720 hours (12 work weeks) of **regular** sick leave. Regular part-time employees shall be able to accrue **regular** sick leave in an amount equal to a 12 work week period on a pro-rated basis. (Amended 1/2/86)
- E. Accrual of **Catastrophic** Sick Leave. Each full-time employee and regular part time employee shall be eligible to earn catastrophic sick leave once the employee as accrued the maximum regular sick leave allowed. Regular full-time employees shall accrue a maximum of 480 hours of catastrophic sick leave; firefighters working a 24 hour shift shall accrue a maximum of 720 hours of catastrophic sick leave and regular part-time employees shall accrue a maximum catastrophic sick leave in an amount equal to a 12 work week period on a pro-rated basis. Catastrophic sick leave shall only be used once all

**accrued regular sick leave and any other banked leave the employee has earned has been exhausted.**

- F. Reporting of Sick Leave. An employee who is absent from work because of illness is responsible for reporting to the appropriate supervisor within one (1) hour before the designated reporting time on the day of absence, and will be expected to keep his supervisor informed of his progress on a regular basis. Such leave will be charged against sick leave. Where a relief employee is required in a department which must provide 24 hours sustained service, the employee must report his absence two (2) hours before the designated reporting time. In the event of failure of compliance with the provision, the employee will be charged on the payroll with leave without pay.
- G. Use of Sick Leave. Sick leave is not to be considered a right which an employee may use at his discretion, but a privilege not to be abused. Division Directors/Chiefs who feel an employee is abusing the sick leave privilege may require the employee to furnish a doctor's certificate for each period of absence regardless of the provisions of H below.
- H. Doctor's Certificate. If an employee shall be absent for more than three (3) days, he shall be required to submit a doctor's certificate upon his return attesting to his inability to have reported for work during his absence. (January 20, 1994)
- I. Sick Leave on Termination of Employment. Payment for accumulated **regular** sick leave up to the following maximum will be made upon death or retirement from the City. Service will be as follows:

10 years total service - 240 hours (40 hour per week employees)  
10 years total service – 360 hours (24on/48off firefighters)  
15 years total service - 480 hours (40 hour per week employees)  
15 years total service – 720 hours (24on/48off firefighters)

Employees, upon separation from City service for any other reason shall not receive payment for accumulated **regular** sick leave.

**There will be no payment for accrued catastrophic sick leave when an employee separates from City service under any circumstances.**

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and City Council

**VIA:** Colin Halterman, Interim City Manager 

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

**DATE:** April 11, 2003

**SUBJECT:** Freeze on Tax Assessments- Homeowners Over 70

---

Upon review of this matter by the City Attorney, it was determined that we are beyond the timeframe for having this matter introduced to the General Assembly this year. Approval by the General Assembly is necessary in order to hold a voter referendum on the issue in November. Also, our attorney has 'serious questions about the validity of freezing property tax assessments'. Please refer to the attached e-mail copies from Ted Meeker.

Therefore, at this time, staff is recommending that this issue be tabled, as suggested by legal counsel.

Paul:

I have reviewed Rick Lindsey's letter to Jim Basinger dated January 21, 2002, regarding the City's authority to reduce Senior Citizens' Property taxes. In short, Rick was dead on with respect to the law on this issue.

The problem, as I see it, is that it is practically impossible to have this matter addressed this year. The General Assembly is in its 36th day. Assuming that the Council voted to have the General Assembly approve the local law needed for the referendum, the ad for the local legislation would have to run first. Assuming that the Council voted on this issue next Thursday, the ad would run the following Monday or sometime during that week. Then, the legislation could be introduced the following week. As you can tell, there is not enough time.

I would table the issue for now and either bring it up at the end of the year/first of next year, or wait until the next general election cycle.

Ted

PS

The same result would apply to any freeze on property tax assessments. I must admit that I have serious questions about the validity of freezing property tax assessments. That being said, it would still require the passage of a local act by the General Assembly, and a subsequent referendum. As I mentioned, we are simply out of time on these issues.

Ted