City Council of Peachtree City
Agenda
February 7, 2002
7:00 p.m

I. Pledge of Allegiance

II. Announcements, Awards, Special Recognition
Recognize Dan Wright for Service on the Recreation Commission
2001 Builder of the Year Award – Huddleston-Thompson
2001 Best Commercial Site Award (Cousins Properties)
Superintendent of the Year Award – Mike Hanson (Richard Simms Homes)
2001 Builder of the Year Job Site Safety Award – (Richard Simms Homes)

III. Minutes
January 10, 2002 Special Called Meeting Minutes
January 17, 2002 Regular Meeting Minutes
January 23, 2002 Special Called Meeting MInutes

IV. Monthly Reports

V. Consent Agenda
1. Consider Bids for Telephone System
2. Consider Fireworks Display Contract

VI. Old Agenda Items
12-01-02 Public Hearing – Easement Request – St. Andrew's Square
01-02-02 Alcohol License – NEW – Famous Fish Company
01-02-12 Consider Policy for Requests for Legal Opinions
01-02-16 Consider Jail Inmate Agreement

VII. New Agenda Items
02-02-01 Alcohol License – NEW – Café Havana
02-02-02 Alcohol License – NEW – El Tapatio
02-02-03 Discuss Development Authority Budget Reduction Plan
02-02-04 Discuss Sports and Entertainment Authority
02-02-05 Public Hearing – Moratorium Appeal – Lexington Park
02-05-06 Public Hearing – Moratorium Appeal – Lexington Circle
02-05-07 Consider "pooper scooper" ordinance for cart paths/parades
02-02-08 Appointments of Ethics Board Candidates
02-02-09 Consider Renewal for EPI Solid Waste Preferred Provider Agreement
02-02-10 Discuss Creating a Committee to Review Golf Cart Ordinance
02-02-11 Consider Establishment of a Community Improvement District (CID)

VIII. Council/Staff Topics

IX. Executive Session

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

City Council of Peachtree City
Minutes of Special Called Meeting
January 10, 2002
7 p.m.

The City Council of Peachtree City met Thursday, January 10, 2002, for a Special Called Meeting in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

New Agenda Items

01-02-04 Consider Moratorium on Development Activity

Mayor Brown informed the public attending the meeting that the purpose was to discuss the moratorium originally slated for the January 3 meeting. Due to the inclement weather on January 3 and to ensure that everyone had a chance to voice his or her opinion, the public hearing was moved to January 10.

Brown said Council felt the moratorium was necessary to refine the City's land use and zoning ordinances and to correct 20 years of "add-on" amendments. The content needed to be properly segregated by category to make the ordinances easier to use for both the City and the developers.

Brown's second point was that they wanted to ensure that federal and state mandates on stormwater management were followed. Brown said he wasn't willing to allow residential, commercial, and industrial taxpayers to bear the burden of having to pay millions of dollars retrofitting projects in the future.

Brown stated a thorough study of the changes in the City's Land Use Plan recommended by the Planning Commission was absolutely needed.

Brown said they needed to look at ways to require developers to insure that newly planted trees that were approved in landscape site plans by the Planning Commission remained and thrived on the site. They needed to protect the City's tree canopy and preserve the charm and environmental qualities that Peachtree City citizens appreciated.

Brown continued that Council would address the addition of overlay zones in certain areas of the City to add requirements beyond normal zoning regulations. Brown said that would work in conjunction with the Livable Centers Initiative Plan in the State Route 54 West corridor and the State Route 74 North corridor. Brown had spoken with several developers with a stake in the areas and said they agreed that the overlay zoning and LCI improvements would enhance development opportunities in the overlay areas.

Development Services Director Jim Williams addressed Council and said the proposed moratorium ordinance was very simple and was intended only for 90 days. He explained that the intent was not to stop everything, but to get the City's ordinances updated so the City could deal effectively with the plans submitted. Brown said the moratorium would be controlled by the Planning Commission approval process, and that no concept plat for a new subdivision would be approved during the moratorium; however, any plat that had been approved by the Planning Commission would go through, as it would have done previously. Williams said that meant that for any final plat that was recorded, the lots in that subdivision could be built upon and sold. Any subdivision that had gone through concept approval, but not yet built, would also not be affected. The only thing included would be a subdivision plat that had not been before the Planning Commission yet. The maximum impact would be for 90 days.

Williams said no applications for a proposed new zoning would be accepted. Applications in the mill would be processed as usual, but new ones would not be accepted for 90 days. No applications for proposed annexation would be accepted. Because annexations were something the City had the ability to say yes or no to, there wasn't too much debate or any constitutional issues involved. To his knowledge, there were none in the mill.

Williams said that no conceptual site plans or proposed new site development projects would be approved by the Planning Commission. Williams explained that meant that site plans initially approved by the Planning Commission would go through the normal process. One that had not been initially approved would be delayed as part of the moratorium process.

Williams continued that no landscape plan for a proposed site development would be approved. There would be a complete overhaul of the landscape and tree preservation ordinance. If someone had a building near completion and the landscape plan had not been before the Planning Commission, a temporary certificate of occupancy could be issued so no one was held up. The landscaping process could also be bonded until after the moratorium, or some landscaping could be done, or the developer could get a temporary certificate and commit to the landscape process after the moratorium.

The ordinance allowed for an appeals process for anyone caught in the crunch of the moratorium and who was not really covered by the moratorium ordinance. Williams said it would not be a lengthy process and could be handled at the next scheduled Council meeting after the appeal was filed.

McMenamin asked if developers who had not been before the Planning Commission still had the ability to go the planning department for review during the moratorium. Williams answered absolutely and that staff would review plans during the moratorium and schedule workshops with the Planning Commission so they could look things over and talk with the developer.

Bob Meyer told Council his firm bought the property north of Wynnmeade recently with an approved concept plan. While in negotiations, their engineer had come up with a better plan with lower density. Meyer said they had no problem with the original concept plan, but the revised plan reduced the number of lots. He asked if there were consideration in the moratorium for revised plans and said there were enough changes to the original plan that a revised plan would be needed. Brown answered that it sounded like an excellent case for appeal. McMenamin added that if the appeal were filed now, Council would hear it at the first meeting in February. She said there had to be enough time to advertise the appeal.

Dan Fields, vice-president of John Wieland Homes, asked for clarification regarding the Lexington Park development. The original concept plan was approved in 1999 and a lot of effort had been put into it. Fields said it was the tract behind the commercial portion of the Walt Banks property. He asked if his company would be affected by the moratorium. He said they entered into the contract in November 2000 and had been working on engineering aspects of the development. Brown said Fields should consult with staff. He added the property had some limited use prospects and staff needed to make sure things were not "out of the box" for limited use. Williams stated that Lexington Place was a very specific situation and the concept was adopted as part of the zoning. The portion subdivided into lots needed to be presented in concept plat form to the Planning Commission for approval before construction could begin so the moratorium definitely affected it. Rapson commented that as long as the revised plan didn't deviate from an original approved plan or had no special circumstance it should be eligible for the appeals process. He suggested Fields talk to staff and get into the appeals process.

Fields continued that his company's contract with the owner expired on January 31. The residential portion had been substantially completed. The property owner said the current builder decided not to complete the project and the owner came to Wieland Homes. In the event his company could not get an extension on the contract, he requested Council grant an exemption. He stated that his company was not changing the plan, but continuing what had been started. Rapson commented that it was hard to grant an exemption for a moratorium that didn't yet exist.

Bob Brown spoke in favor of the moratorium. The main issue was clarification of the properties to be affected and he read Section 1503 of the proposed moratorium ordinance. Brown said that, by his interpretation, Meyer wasn't affected because his concept plat had already been approved. All Meyer was doing was asking for a revision and the Planning Commission could either approve or deny it. The appeal process applied to properties unjustly affected by the moratorium. Brown said that went to the question of whether or not the moratorium affected Meyer's property. If it didn't, then he wouldn't have to file an appeal and could go ahead with his project.

Fred Wellman spoke against the moratorium. While it sounded like a great idea, Wellman said people needed to dig deeper. The country was in an economic downturn. The moratorium meant that for the next 90 days the Fayette County Development Authority would have to tell interested businesses that there was a moratorium and nothing would happen. A moratorium meant the government was willing to stop business. Wellman continued that it was a political statement and asked Council to not send a message that said the Peachtree City government wasn't friendly to business.

Chuck Lehman also spoke against the moratorium. He asked how much would a moratorium cost. He commented that when development stopped, there was a recession. Based on the vote for the bond issue, people didn't want a property tax increase. Ninety days would cost businesses money. Lehman said there wasn't that much property left in the City and that the City's problems would come from zonings and rezonings in the County.

Margie Swart said the City needed time to develop its ordinances. She said the moratorium was a bold step.

Mike Hofrichter, chairman of the Fayette County Chamber of Commerce Board of Directors, looked at what the moratorium would do to the County. He said that if Council wanted to study, refine, and update the laws, then they should do that. Those reasons didn't justify a moratorium. He continued that a moratorium did not promote a favorable business climate and that was the Chamber's primary objective. He added that 800 businesses and thousands of employees were asking the Council not to put up a "closed for business" sign. It was bad for business, bad for Peachtree City, and bad for Fayette County.

Andrea Jones of Dillard and Galloway told Council that her firm represented RAM Development and Pathway Communities. She continued that she believed the moratorium was unconstitutional and there was no emergency that required the moratorium which did great harm. She pointed out that Pathway Communities had $2.5 million in real estate contracts due within the next three months and the language of the moratorium said it could be extended past the 90 days. Neither RAM nor Pathways were opposed to improving the quality of life. Jones asked Council to step back from the moratorium and look at other ways to address the issue.

Wayne Roberts spoke on behalf of the Wynnmeade Homeowners Association. The board had not met with Meyer yet regarding his development plans, but was concerned that he appeared ready to break ground when all of the zoning conditions had not yet been met. Roberts said he had been in construction since 1979 and had worked on many big projects. He knew what 90 days could mean to a contract. He continued that the majority of the development directly affected Wynnmeade and 100% of the storm water runoff came into their community. They needed time to see how things would affect them, and the development affected their daily lives and their community.

Scott Bradshaw told Council that a developer that had begun to plan a project beyond the concept stage needed to know the rules and regulations. He said they could go ahead and work with staff during the moratorium but they might be working on a project that wouldn't fit the new ordinances. As for temporary certificates of occupancy, a certificate of occupancy meant a tenant could move into the a structure whether it was temporary or not. If a tenant moved in and six months later there was a dispute over the landscaping, what happened to the tenant, Bradshaw asked. The greatest single determinant in making sure trees lived was water and Bradshaw asked whose responsibility that would be – the owner, the tenant, or the developer. Bradshaw, co-chair of the Chamber of Commerce's legislative action committee, agreed with Hofrichter and pointed out that it would be hurtful to business if the City Hall closed down for six months to catch up.

Brown stated Council had heard a lot of comments and there had been a lot of miscommunication. As for not being friendly to businesses, Brown said the City was trying to get a dilapidated, confused set of ordinances straightened out and that would help business. He continued that there had been 20 years of doing things in a hodge-podge manner and there were a lot of issues to consider. Four committees would be running simultaneously and trying to juggle and handle the development process at the same time would kill the system. Easily half of the committee members were developers and they had a say in what happened, Brown said. If a moratorium wasn't put in place, the City was in danger of losing its character. Brown pointed out that some development opportunities would be missed without the overlay zoning.

Rapson said it seemed the process was reasonable. He said Council was talking about looking at the ordinances and making sure they were in agreement. People moved here because of the quality of life and Council was trying to make sure the ordinances that ensured the quality of life stayed in place. Rapson said there were some severe strains on the infrastructure that needed to be looked at. He said the work would be turned around as quickly as it could. Rapson addressed a citizen question about infrastructure and said his point was to revise the ordinances and get everything on the same page.

McMenamin stated that she had been adamantly opposed to a moratorium at first. As she read through the ordinance, however, she became more comfortable that businesses weren't being shut down or closed. People at work would stay at work, she said. McMenamin pointed out that she did have concerns about landscape and erosion control, and she thought the landscape plan should be part of the Certificate of Occupancy. She took exception to the remark that the ordinances were hodge-podge. McMenamin also felt the headlines in the papers had done the City a great injustice and put the word out statewide – Don't do business in Peachtree City. It took seven years to bring the National Weather Service here, McMenamin recalled, and added that big things don't stop in 90 days. The City would continue to do business, but bigger and better. McMenamin said one of the good things for her was that Jim Williams supported the moratorium and said it was good for the City.

Weed said he would not vote for the document currently in people's hands. He proposed four changes if Council decided to proceed. As a member of the Chamber of Commerce and a businessman, Weed said he wouldn't do anything to harm the community or business. Weed then went over his proposed changes to the moratorium ordinance. Weed said the current version indicated it might be necessary to extend the moratorium beyond 90 days. He suggested deleting that sentence in the first paragraph of Section 1501. Purpose and adding "This moratorium shall not permanently suspend or prohibit affected applications and is designed to be limited in scope and duration. Only those areas of land development which may be impacted by the needed review of the City's Comprehensive Plan, zoning ordinances, land development ordinances, and related ordinances shall be affected."

Under Section 1502. Findings., Weed suggested adding "(e) Federal laws regarding stormwater management are soon to be implemented and will pose substantial challenges to the City which must be addressed immediately." Weed added the sentence to explain why it was being done at this time by stating changes in federal law would soon be implemented.

Under Section 1503. Moratorium., Weed suggested deleting the last sentence of (b). He said the basic law on moratoriums was simple. If a developer had submitted a proper application to the proper authority, the developer's rights were vested.

Tennant said he came into the meeting to look objectively at the proposed moratorium. He was interested in what everyone had to say and had come to the conclusion that it might not be the right time for a moratorium. The economy was weak and in recession. The moratorium risked sending a negative business signal to prospective businesses. He said they should be able to straighten out the ordinances without a moratorium and that they were not mutually exclusive. He continued that he understood the idea behind the moratorium but was not in favor of it. Council needed to carefully consider it before voting.

Bill McDonald told Council he had been in business in Peachtree City for 15 years. He recalled that the City wanted businesses, but wanted to hide them. He noted that he had battled the sign ordinance as well as other restrictions over the years. After being here and seeing how business was done, McDonald said it was actually a benefit and he had never seen anything done in a hurry or without thought and planning. He asked Council to step back and think, as well as talk among themselves, about the moratorium for 90 days. He added he had never seen anything done haphazardly in the City.

David Rossetti noted he was part of a family of builders. He said he had lived in five planned communities over the years and that Peachtree City's ordinances put the City light years ahead of the others. The process might be cumbersome, but it was not broken. He said he was more concerned about changes in the Land Use Plan than in the moratorium. He said what they were doing was changing the allowable use on private property and that had a much greater impact than a moratorium, including loss of potential income. He asked what was the process, and who was doing it, for revising the Land Use Plan. He said that's where the citizens needed to be involved. He said one of the planned communities he had lived in had a similar problem. Their solution was a seven-year cycle for rezoning and land use plan approvals. During the seventh year, there was a 180-day window where anyone could present their case for a rezoning or to change the land use plan and it would be voted on. Rossetti said it worked well. It was a clear time frame that gave everybody time to prepare. The time period was also important since demographics and the economy changed and often the use given to a piece of property wasn't viable after a five- or six-year period. He said he didn't see a moratorium bringing anything of value to the City. He said the ordinances might be a little messy because things were added here and there, but there were reasons for that.

Jones asked Weed for clarification and responded to an earlier comment by Brown that it would be good for the city for Pathway's $2.5 million in contracts to not go through during the moratorium. She said Brown didn't know where the properties were located and they might not be in an area affected by the moratorium, but the contracts were gone because of a blanket moratorium. She said that was prima-facie unconstitutional. She said she was surprised by that approach to private property owners' rights. Jones asked Weed about his comment that the moratorium should be limited to certain areas and how he proposed to carve out where he proposed to put the moratorium. Weed said the limitation was currently tied to only the areas of land development, which would be impacted by the needed review of the comprehensive plan, zoning ordinances, and land development ordinances. Jones asked which areas that would be and Weed said that was essentially the entire City. Jones continued that it didn't matter whether their property was affected, but they would pay the price because of a blanket moratorium. She said if Council was bound and determined to do a moratorium they should do one that doesn't damage people who don't need to be damaged.

Wellman told Council he had no idea the City was so screwed up. He said he understood the concerns of the Wynnmeade Homeowners Association. The City couldn't control the headlines or the message a moratorium would send to the world. Moratorium was a nasty word to the business world, he said. Businesses would always wonder if the Council would do it again and no one was going to hear about it when it was lifted. Wellman continued that Jim Williams was a master at the business of taking care of the City. Wellman said he liked the changes proposed by Weed and that they would make the moratorium more defensible so the City wouldn't be sued.

Hofrichter, an attorney, questioned Weed about his recommended changes to the moratorium to comply with a recent Supreme Court decision. The recommended changes put certain language in the moratorium, which Hofrichter said might, or might not, protect the City based on the language. Stating it was limited in scope without identifying the limit of the scope, or without identifying the emergency situation, didn't do what needed to be done. The issue was that nothing had been said to identify a current problem that justified or met the emergency situation standard that necessitating a moratorium. Hofrichter continued that if the problem was with the way the laws were written, fix them. The need to fix the problems with the law didn't necessitate a moratorium.

Eric Snell asked Rapson what the moratorium would do budget-wise, especially with the existing shortfall as well as the current recession. His belief was that very few growing businesses would start new things during the recession. Snell said he thought it would have limited impact since this time of year was a slow building period. He also said a recession would also probably be the best time to do a moratorium. Rapson replied that he didn't think the financial impact to the City would be great.

Lehman commented that one person seemed to be for the moratorium while the others were lukewarm or against it. He said the message he was getting was that the moratorium was a "done deal." Bradshaw questioned if the moratorium were redundant given the moratorium on apartments. Rapson said yes and added that the apartment moratorium didn't make this one weaker or stronger; it was just redundant.

Joe Wesley, an industrial developer in Douglas County, said he was fighting to sell property and the phone was not ringing. He pointed out that builders liked to start projects in March so they could be completed by cold weather. What Council was doing was akin to changing the rules in the middle of the game. He asked Council to go about making and implementing the ordinance changes, but not to enact a moratorium. McMenamin said that often developers resented the fact they didn't know what the end product would be because the City had a better idea. She said they were trying to get things right so changes in plans didn't need to be made. Wesley said he hadn't met many government officials who didn't have a better idea. He suggested Council set things up so the changes made were enacted 90 days later and any plans submitted during that time would be affected.

Brown said the City was changing the rules. He added the City had evolved and had done a good job. He continued that the moratorium wasn't projecting a negative image, but trying to make things better. Developers were included and were among the first people asked to serve on the moratorium committees. Bradshaw asked Brown if the committees had already been set up. Brown answered that if the process were to be conducted in the 90 days, it had to be set up as soon as possible so they could hit the ground running. He said it was prudent planning. McMenamin added that the committees would continue whether the moratorium was approved or not.

Rapson said if image and perception were the problems, the cat was out of the bag and the message was sent whether a moratorium was in place or not. He said he would be hard pressed to go beyond the 90-day window and he would have to be compelled to extend the moratorium beyond 90 days.

Tennant said many issues had come up and he didn't think the City had a black eye by just bringing the issues forward.

Weed said he had litigated and drafted moratoriums as an attorney. He continued that he had never seen a government collapse under a moratorium. Ordinances were living, breathing things that changed. He said his job was to make Peachtree City the best and to protect what previous Councils had given to him. Time was of the essence. Weed moved to adopt the moratorium for 90 days with the changes he suggested with one additional change to Section 1502 (e) – Federal laws regarding stormwater management are soon to be implemented and will pose substantial challenges to the City which must be addressed immediately. These concerns cannot be addressed and the required mandates cannot be effectively met without a review of and changes to the decades-old Zoning Ordinance, Comprehensive Plan and Land Development Ordinance. Brown seconded. The motion carried 4—1 with Tennant voting against it.

Brown said there were two items of litigation for executive session. McMenamin moved to go into executive session after a short break. Rapson seconded. The motion carried unanimously.

McMenamin moved to adjourn the executive session. Rapson seconded. The motion carried unanimously.

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

Pamela Dufresne, Recording Secretary

Steve Brown, Mayor

Betsy Tyler, Deputy City Clerk

City Council of Peachtree City
Minutes of Meeting
January 17, 2002
7 p.m.

The City Council of Peachtree City met Thursday, January 17, 2002, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Announcements, Awards, Special Recognition
Brown recognized David McDaniel as Employee of the Month for December 2001 and Employee of the Year for 2001. Tony Wood was recognized as Supervisor of the Quarter for the 4th Quarter of 2001 and Supervisor of the Year for 2001. Brown proclaimed January 20-26 as Kiwanis Week in Peachtree City. January 21 was proclaimed as Martin Luther King, Jr. Day in Peachtree City.

Approval of Minutes
McMenamin moved to approve the January 3 meeting minutes with corrections. Tennant seconded. The motion carried unanimously.

Rapson moved to approve the December 20 meeting minutes with corrections. McMenamin seconded. The motion carried 3-0-2 (Brown and Weed abstained).

Consent Agenda
Consider Bid for Highway 54 Landscaping
Brown said the landscaping bid was for the Highway 54 median. Basinger said the bid came in about $5,000 over budget. Basinger recommended the additional money come of out the Public Improvement Program (PIP) Contingency Fund. The landscaping started in front of the Wyndham Peachtree Conference Center and ended at Peachtree Parkway. Basinger reminded residents to drive carefully through the area when the work began. McMenamin moved to approve the consent agenda as presented. Rapson seconded. The motion carried unanimously.

Old Agenda Items
12-01-02 Public Hearing – Easement Request – St. Andrew's Square
Brown said that the applicant had requested the hearing be continued until February 7. It was originally scheduled for January 3, but was continued until January 17 due to the inclement weather. Tennant moved to continue the public hearing until February 7. Weed seconded. The motion carried unanimously.

01-02-02 Alcohol License – NEW – Famous Fish Company
Administrative Services Director/City Clerk Jane Miller told Council that staff had attempted to contact the applicant, Bruce Scott, several times, and asked if Mr. Scott was present. He was not. Miller said the paperwork was in order, but Chief Murray was still waiting on some information since it was an international criminal history. Murray said he talked to Scott and reminded him to come. Brown moved to table the public hearing until the end of the agenda to see if Mr. Scott would arrive. Rapson seconded. The motion carried unanimously.

12-01-09 Appoint New Members to the Public Safety Retirement Committee

Brown said Rapson and Weed had expressed interest in participating on this committee. McMenamin moved to appoint Rapson and Weed to the Public Safety Retirement Committee. Tennant seconded. The motion carried unanimously.

01-02-05 Discussion of GEM/NEV Vehicles

Bill Wood, the attorney for Global Electric Motorcars (GEM), addressed Council concerning the tax credit for the GEM vehicles. Wood explained that the company was a subsidiary of the Chrysler Corporation and that GEM had sold and titled its vehicles in Georgia since 1999. Around 47 of the vehicles had been sold and licensed with no problems since that time. During the last session, the state legislature adopted a tax credit for zero emissions vehicles. The GEMs fell under that category. Around December 15, Tony Jackson, the income tax conferee, reviewed the legislation and concluded that vehicles that weren't registered and titled weren't entitled to the tax credit. The Department of Motor Vehicle Safety (DMVS) looked at it and a notice was sent to the tax commissioners to stop registering the vehicles until the DMVS decided whether the vehicles met the definition of motor vehicle. Wood said they had been working with DMVS, the Attorney General's office, the Department of Revenue, and members of the Georgia Legislature to get through it. As far as the statute existed, there was nothing in writing, but Wood said the company understood the problem the state was having with the vehicles but felt the state code was very clear and that the GEMs should be registered and titled in Georgia. The vehicles met the federal requirements for low speed vehicles, a new vehicle category created by Congress in 1998. Wood said he was scheduled to meet the next day with a Georgia legislator who was instrumental in the tax credit bill. He continued that several legislators were very interested in this. A four-page analysis was sent to DMVS pointing out that GEMs should be eligible for the tax credit.

Brown asked Wood if he was filing suit or planning to litigate. Wood said legislation had been drafted and would be ready to be introduced if the DMVS decided the GEMs didn't qualify for the tax credit. Brown asked how that would affect residents who bought the vehicle in 2001. Wood said that the legislation didn't say the vehicles had to be registered and titled by the end of the year. He added that the legislators were aware that the delay in registering the vehicles was beyond the taxpayers' control. Wood pointed out that the tax legislation stated if the qualifying vehicle was bought in Georgia, certified by the Department of Natural Resources Environmental Protection Division, and registered in Georgia, the owner of the certificate of title was entitled to a $5,000 tax credit per vehicle. Wood continued that GEM had sent a letter to its dealers stating the company would buy back the vehicles and hoped the dealers would send the letters out to their customers. He explained that the manufacturer didn't want to get between the dealers and their customers so the letters weren't sent directly to the customers. Brown asked if the City could have a copy of the letter to show interested citizens and Wood said he would e-mail or fax a copy.

Rapson asked what kind of action needed to be taken to help those residents that had been given 30-day temporary tags, especially since the end of the time period was approaching. City Attorney Rick Lindsey recommended Council pass a resolution granting another 30 days. He said it might have to be re-visited at the second meeting in February and extended. If the state decided to register the vehicles, the problem was solved. If the state refused to register the GEMs, GEM owners would have to come to City Hall and register the vehicles like golf cart owners do. Lindsey's recommendation was for Council to pass a resolution granting a 30-day window excluding the GEM owners from having to register with the City Clerk and allowing the GEMs to operate on the same streets on which golf carts were allowed. Brown asked if the golf cart ordinance would need to be re-drafted. Lindsey answered that if the state took the position that the vehicles shouldn't be registered then the City would have to revise the ordinance.

McMenamin moved Council approve the 30-day resolution as recommended by the City Attorney. Rapson seconded. The motion carried unanimously. Tennant asked if that meant 30 days from the expiration of the temporary tag. Lindsey said 30 days from this meeting date, which should be close to the second Council meeting in February.

New Agenda Items

01-02-06 Discuss List of Appointed Positions/Staff Recommendations

Brown explained that he had asked for this agenda item. Since there was a new mayor and council members, he felt Council needed to know who filled what position. No action was needed. He wanted to make sure everyone knew and that it was included in the official meeting packet. Brown continued that interested citizens could pull it up on the website.

01-02-07 Appointment of Legal Organ

Adminstrative Services Director/City Clerk Jane Miller explained that Council appointed the legal organ on an annual basis. This year there was a question of whether or not the City could use multiple legal organs. Miller said the City could have more than one legal organ, but would need to advertise each ad in each newspaper each time. Miller said there could be time constraints, as well as additional costs, in using more than one newspaper as the legal organ. Miller explained that each newspaper determined their charges in a different manner so staff took two ads and checked on the price for each ad. The least expensive was the Fayette Daily News. The next least expensive as The Citizen; however, the editor had requested the paper not be considered because of the paper's earlier support of candidates elected to Council. The Atlanta Journal-Constitution was the most expensive. Miller said press releases were sent to all the newspapers. Miller said staff recommended the Fayette Daily News continue as the legal organ. She pointed out that the paper was published five times a week, which met Council's deadlines as well as the Planning Commission's.

McMenamin stated that delivering in the information in a consistent manner was more important than spreading it out in several newspapers. She moved to appoint the Fayette Daily News and Today in Peachtree City as the legal organ. Rapson seconded. The motion carried unanimously.

01-02-08 Appointment of City Auditor

Financial Services Director Paul Salvatore told Council that the current contract for audit services expired with the completion of audit services for fiscal year 2001. Staff solicited bids for a three-year term and several firms expressed interested. The two viable proposals were received from Mauldin & Jenkins and Geeslin, Cordel, Johnson & Wetherington (the current auditors). Salvatore said a combination of five technical factors was used to evaluate and award criteria for the proposals. Mauldin & Jenkins scored higher on the technical factors primarily due to their more extensive experience with governmental audits and GASB 34, in particular. Salvatore said GASB 34 was the biggest change in governmental reporting history and was a federal mandate the City would have to comply with soon. In addition, the City would also realize a substantial cost savings with Mauldin & Jenkins. Salvatore said staff recommended Council accept the proposal from Mauldin & Jenkins.

Rapson moved to approve staff's recommendation of Mauldin & Jenkins as the city auditor. Tennant seconded. McMenamin said that she really wanted to support Geeslin, Cordel, Johnson & Wetherington since they were a hometown firm and had done a wonderful job. While that weighed heavily, McMenamin said it would be hard to explain the difference in cost to the taxpayers. The motion carried unanimously.

01-02-09 Consider Fine for Operating GEM/NEV in "Street" Mode

Lindsey reported that he had discussed the fines with Municipal Judge Mitch Powell. The judge said he wanted some flexibility in the fines and viewed the fines already in place for the underage operation of golf carts as the fines for illegal operation of low speed motor vehicles. Powell would like flexibility in some cases. Lindsey said operating the vehicles in the higher speed on the cart paths was a safety concern of Council and the Police Chief. The cases would be prosecuted and the higher fines would be recommended. Lindsey recommended that Council not set a minimum fine and give discretion to the judge. Lindsey added that if there was a problem down the road, Council could address it at that time.

For the public's information, Tennant said a fine of not less than $250 was the standard used. For the second offense, it was a fine of not less than $500. Tennant advised against driving in the higher speed setting on the cart path since it would cost a lot of money.

01-02-10 Consider Status of Multi-Family Moratorium

City Manager Jim Basinger told Council the multi-family moratorium had been in place a number of years. He said it was just a matter of Council taking action unless they wanted to remove the moratorium.

McMenamin moved to continue the multi-family moratorium. Rapson asked Jim Williams if there were any areas in the City zoned for multi-family use. Williams said there was an area at Crosstown and Peachtree Parkway, but a senior facility was going there. No other areas were zoned for multi-family use.

Brown asked about any re-development situations and the possibility of ending up with apartments. Williams said some single-family subdivisions were zoned General Residential and someone could acquire the property and re-develop it. Williams said redevelopment plans in commercial zones would have to come before Council for approval, but not in General Residential areas. Rapson clarified and said they were already zoned for apartments, but just happened to have single-family subdivisions. Williams said there were a few churches in General Residential zoning, but the only undeveloped parcel zoned for apartments he knew about was at Crosstown and Peachtree Parkway.

Tennant seconded the motion with the clarification that the multi-family moratorium would be extended through December 31, 2002.

Lindsey said he assumed Council had the same concerns as when the moratorium was enacted three years ago – overcrowded schools, traffic, and public safety. Weed asked Lindsey if there was a basis to extend the moratorium. Lindsey said the concerns were present the last three years. If someone believed the moratorium to be unconstitutional as applied to their property they could come to Council and discuss it. Weed agreed there was a procedural due process remedy in the moratorium. Lindsey recommended Council continue the same set of ordinances. The motion carried unanimously.

01-02-11 Consider Increase in Hotel/Motel Tax

Salvatore recalled that staff had reported at the December 20 Council meeting that the City was experiencing a revenue shortfall of 38% in Hotel/Motel taxes. Salvatore continued that the City's contingency plan only addressed a 20% shortfall in the Hotel/Motel tax. The Hotel/Motel tax was used to fund debt service payments on the Tennis Center expansion project. Council instructed staff to look at raising the tax from 5% to 7%. Salvatore said he talked to the City Attorney and, after researching it, they found the City could only legally raise the tax to 6%. Business had improved and the shortfall now was at 27%; however, Salvatore said he believed there would still be a downturn in the industry. Salvatore discussed some scenarios, which looked at a shortfall anywhere from 20% to 29.75% and included projections at the 5% and 6% rates. Salvatore said staff had a two-fold recommendation to make-up the projected shortfall. The recommendation was to raise the hotel/motel tax to 6% and to go back to the Development Authority and Airport Authority and negotiate to split the shortfall with them.

Development Authority member Tate Godfrey, the Development Authority's treasurer, said they were contacted that week to consider the issue. The Authority had not had a chance to meet and their next scheduled meeting was Monday, January 22. He said they were willing to sit down and talk about it and work with Council on the issue. The Development Authority had some concerns and would like to talk about it among themselves, and then come back to Council.

McMenamin pointed out that the City had a contractual agreement with the Development Authority and needed their cooperation and participation. Tennant noted for clarification that the contract could only be broken if both parties agreed to it.

Godfrey said part of the Development Authority's concern was that the increase from 3% to 5% was discussed in detail over a two- to three-year period. He understood that that increase had very specific uses and had to affect tourism and economic development, things that would potentially benefit the hotels.

Tennant said he was concerned because time was money and felt Council needed to move on it. Rapson said the City was down $70,000 now. Salvatore said if the shortfall stayed at 30% and the tax stayed at the 5% level the city would be about 29.75% short in hotel/motel tax collections, or about $280,000. Rapson said that Council couldn't tell the Authority what to do, but could give direction. Godfrey said Salvatore had given him the spreadsheets and shown him the recommendations. He said he would like to take that to the Development Authority at the January 22 meeting and then get back to Council. McMenamin asked if a workshop should be called. Rapson said he would like to hear from the hotel representatives at the meeting. Weed said that staff had looked at the situation thoroughly. He continued that if the Development Authority could think outside of the box and come up with an alternate solution, he wanted to hear it. Godfrey said they would look at it on Monday, January 22, and get back as soon as possible with a report.

Brown said his concern, after reading the financial papers, was that the situation was so urgent that the governor called a special meeting with the hotel/motel people to discuss it. He continued that the financial papers weren't too optimistic and the City could have a real situation on its hands. Brown said something had to be done very quickly and there were going to be hard decisions to make. He explained to the public that the Development Authority and the Airport Authority shared the hotel/motel tax with the City getting a small portion. The shortfall would affect the City and Brown wanted to share the shortfall in a proportional manner.

Virgil Christian, executive director of the Development Authority, told Council he had met with the Tennis Center and the Amphitheater staffs and told them the staffs needed to participate. They were looking at postponing and cutting some items and were taking it very seriously.

Willis Granger commented that people were being encouraged to travel and he felt that increasing the tax would discourage travel. He acknowledged that a 1% increase wasn't much, but wondered what the impact would be on the hotel/motel industry. Salvatore said the City wouldn't know the impact unless the hotels and motels let them look at their records. He said he surveyed the surrounding counties and cities and the tax ranged from 3% to 8%. The Gwinnett County tax was 7%. Fulton and Clayton Counties and College Park had a 6% tax.

McMenamin said Council had received letters from the local hotels asking Council to not raise the tax. She said they had a good argument. The letters pointed out their revenues were already down and that the local hotels didn't have the amenities to attract tourists as hotels in Atlanta did. They felt the City was sending their business somewhere else and their losses would continue.

Rapson said he disagreed with that point. Raising the tax to 6% put the City in the same market as its neighbors. Rapson pointed out that business at the conference centers came from the east, the northeast, and the hotel/motel tax in New York was 15% to 16%. Rapson said he was in favor of increasing the tax to 6%. He continued that when the tennis center expansion came up he was the one screaming that it should be a bond question. The funding mechanism for the expansion was the 3% to 5% increase in the hotel/motel tax. In December, he was concerned when the financing came in because Council was aware that the hotel/motel tax revenue was down 35% to 38%. He said he spoke with the managers at each hotel and conference center and they all told him the same thing that had been heard from the rest of the state. They would be lucky to get 5% of what they got last year and they didn't see it turning around. In December, the hotels and motels were going to aggressively market new cliques and turn it around. The facts now were that the budget was $70,000 in the hole and 29% less than what was budgeted had been received. At the prorated share the Airport Authority and Development Authority would have gotten, the City had paid them $50,000 more than it should have. Rapson said if the hotel/motel tax wasn't fixed and if the authorities weren't directed to do something about the supplements they were given, the City, and therefore the taxpayers, would be left on the hook. The revenues weren't there and Rapson said it was unacceptable that the taxpayers would be responsible for that. Granger said he agreed, but that the City couldn't tax itself out of a recession.

Weed said he was also concerned. If the Development and Airport Authorities did not think outside of the box and come up with another approach, and if the taxes were not increased, staff said the shortfall would be dealt with by using cash carryovers, the Council Contingency Fund, and the Public Improvement Program (PIP) Contingency Fund. At the end of the day, the money for something that wouldn't have passed as a bond issue would have to come from somewhere.

Rapson said Council wasn't asking the Development or Airport Authorities to do anything different than what Council had asked staff to do. He explained there were things in the PIP that the City wasn't doing because there wasn't enough cash.

Brown said that money would come from somewhere, whether the Recreation Department or Public Works. He said he would take Council's pro rata share out of the general fund, but wouldn't take the rest of it. The only alternative he had been given was to raise the tax to 6%.

Tennant agreed and said he was concerned about moving forward promptly. He speculated that people coming here wouldn't look at a 1% increase in the tax as a detriment.

Pam Kemp commented that when an organization was planning on booking 50 rooms at a conference center they would look at a 1% increase and that could make a difference. Peachtree City didn't have the amenities of New York City or Atlanta. Tennant said Kemp was right, but added that if the City wasn't 25% to 40% below projections they wouldn't be talking about it.

Rapson said he would suggest raising the hotel/motel tax to 6% until the revenue started to come in and the shortfalls were made up. The tax would be lowered back to 5% as soon as the budget was back on even keel.

Weed recommended putting the decision off until Council heard back from the Development Authority and Airport Authority. Rapson said the Mayor sent a letter to the Development Authority on January 3 and it had had 13 days to come up with a plan. Tennant said to be fair there was a recession and everyone was hurting. Council was trying to be as fair as it could.

McMenamin said she was disturbed by the talk of putting the Tennis Center on the bond referendum when the bond referendum failed. She felt the Tennis Center would have failed because the citizens were against any kind of tax increase when it was 32 cents a year to improve Drake Field. The reasons citizens embraced the idea of having a distinguished place like the Tennis Center as an amenity and to bring in economic trade and development was the fact that it wasn't coming out of their pockets. She wasn't interested in listening to the Council beleaguer the Tennis Center expansion as part of the problem when she thought it would help turn the economy around. McMenamin said the two issues should be separated. She was willing to listen to the hotel/motel increase argument and give the Development and Airport Authorities time to come up with solutions on their own.

Kathy Nelmes, chair of the Airport Authority, said she was in the same position as Godfrey. The Airport Authority hadn't had time to meet, but wanted to help out. It was a financial crisis and the Airport Authority wanted to do its share. The next meeting was February 13, but a special meeting could be called. She was optimistic there would be an economic upturn and the money would be recouped in the future. McMenamin asked if the Airport Authority would be amenable to having a meeting next week and said Council was also going to have to call a meeting. Brown agreed and suggested the Airport Authority call a special meeting as soon as possible.

Phyllis Aquayo asked if there was any way the facilities' expansions could be delayed. Brown said that was something the Authorities needed to discuss. He added that it would be their call, but that Council would like them to take their share of the loss. How they did that and incorporated it into their budgets was up to them.

Tennant asked Lindsey to what extent the hotel/motel industry needed a heads up on a tax increase. Lindsey said there was no requirement except to advertise under the Open Meeting law. There was no legal requirement as to how far in advance they were to be notified of a tax increase. Rapson said it couldn't be collected until February 1 at the earliest.

Godfrey said the Development Authority would address it with all seriousness and get back to Council as quickly as possible. He pointed out that the increase from 3% to 5% was earmarked for a specific project and they might not be able to back off that project. They would find other ways and would be as creative as they could be. He commended Christian, who had already started working on it.

Nelmes said it would affect the whole community and it was an unfortunate situation regardless whose pocket the shortfall came out of. Airport Manager Jim Savage said the action to increase the tax needed to be as timely as any action the authorities took. He said if Council took action at the meeting, it would help the Authority in planning.

Rapson moved to increase the hotel/motel tax from 5% to 6% with the understanding from Council that as soon as the shortfall is made up it would be lowered back down to the 5% level. The intent was to not collect any more money than was budgeted as quickly as possible.

Lindsey suggested the wording indicate that effective February 1, 2002, the hotel/motel tax would increase from 5% to 6%, with directions to staff that as soon as the shortfall was made up to place it on the agenda for consideration to move the tax back down to 5%. Tennant seconded. The motion carried unanimously.

Rapson said there were two ways to split the funding shortfall based on a 25% loss. He continued that he chose 25% because he didn't think it would stay at 30%, but he didn't think it would get to 20%. Based on a 25% loss and a February 1 implementation date of the 6% tax, the shortfall would be about $160,000. Salvatore used formulas associated with the entire contribution to the Development Authority and the Airport Authority to figure out the weighted percentage for each entity. The percentages were 48% for the Development Authority, 31% for the Airport Authority, and 21% for the City.

Rapson proposed a counter recommendation. He said when Council made the determination to take the tax to 5%, it was done with the understanding that the existing debt for the Airport and the Development Authorities were already coming to the City. He suggested taking the supplements the City gave to the Authorities, in addition to the new debt generated from the improvements, and the entire contribution from the City. He said that lowered the impact on the Development Authority, was a big shift for the Airport Authority, and the City ate the difference. He said that $160,000 shortfall would be $82,000 for the Development Authority; the Airport Authority would be responsible for $32,000, and the City would make up the remaining $42,000.

McMenamin said she felt Rapson's numbers were good, but she suggested the Airport and Development Authorities should get together after their meetings and work out something between them before coming to Council. Rapson said Council should probably go ahead and set a date for the Authorities to come back for discussion. Godfrey asked if the recommendations could be put on paper so the Development Authority could look at them.

Brown asked Lindsey if the intergovernmental agreement would need to be modified, amended, or re-written. Lindsey replied that it was usually amended, but it would depend on what was done. He was sure there was a provision that modifications were to be made in writing. He said he would take care of it once a decision was made. Rapson said there should be the same caveat that the intergovernmental agreement would be resurrected once the shortfall was gone.

A workshop was scheduled for Wednesday, January 23, 7 p.m., with the Development and Airport Authorities. Friday, January 25, was chosen as a back-up date.

01-02-12 Consider Policy for Requests for Legal Opinions

Basinger said it had been suggested that a policy be set up for requests and distribution of legal opinions. Basinger read the recommended policy for the benefit of the public.

Brown said the policy allowed everyone to stay informed on any requests that were made and to make sure no one was left out of the loop. He said it was in the form of a CAR (City Administrative Regulation) and would be put in the manual if approved. McMenamin added that it also let Council know where the costs for the City Attorney were coming from.

Tennant asked what happened when a telephone call was made to Lindsey with a question and a response was made orally. He said the CAR specified written legal opinions, but he felt more comfortable with the wording "any legal opinion." He said he would like to see the word "written" taken out. McMenamin disagreed and said there might be instances where a Council Member would call the attorney and tell him what direction they were moving in and ask if that was okay.

Willis Granger asked if this was an attempt to deny access to the City Attorney or if it was for billing reasons. Rapson said it was an attempt to find out who was costing the City so much money for legal services. Rapson continued that, before that Council Member got out of control, the other four would put that person back in place.

Brown said there were other instances where two or three Council Members would know about an issue and the others didn't. Tennant said that keeping everyone in the loop was the most important part.

Rapson said his concern was common sense and didn't know if it should be in a CAR. He said if Lindsey was asked for a legal opinion that would generate a lot of hours, Rapson hoped he would come back to Council or notify the City Manager before proceeding. Lindsey said he tried to do that, or to suggest another way to do something before having him do it. Lindsey continued that he got a lot of calls from Council Members with concerns such as living in the same subdivision as someone with a variance request and asking if they could vote on it. If it were just a Council Member asking if something was a conflict or the Police Chief or Jim Williams calling with something, it would increase the legal bill if Lindsey had to come back with a written opinion. He recommended that Council be notified of any opinion oral or written that had any effect on Council. Council directed Lindsey to take another look at the CAR and bring it back to the next meeting.

01-02-13 Consider Van Pool Policy

Jim Williams told Council that the City had been looking at ways to effectively participate in the Clean Air Program for the past year. One way to do it with the least impact and least amount of input on the City's part was the ride-share program, which was simply to put more than one person in a car headed to Atlanta. The ride-share concept could expand from car-pooling to vanpooling. Herb Wood had given a presentation on his company, Metro Van Pool, at the November 15 meeting. Council had some concerns about liability and other issues and it had been referred to the City Attorney for an opinion. The City Attorney determined that Council could endorse the concept without endorsing Metro Van Pool. Williams said he agreed with Lindsey. He recommended Council endorse the concept of vanpools and for staff to work with those interested in providing the service.

Brown asked if there were benefits, other than the obvious ones, from the Atlanta Regional Commission (ARC) or the Georgia Regional Transportation Authority (GRTA) for endorsing or sponsoring such a program. Williams said yes, but it would be an indirect benefit. The Environmental Protection Division sponsored the program and the extent to which the City sponsored programs to their benefit would pay dividends later on.

McMenamin asked if serving as a general resource center meant there would be brochures in the front lobby. Williams said the information would be available as part of the planning function to people with property that could share parking. It wouldn't be a promotional blitz, but the City would be a clearinghouse of information for people who wanted it.

McMenamin moved that the City support the concept of the ride-share and van pooling programs and for the City to serve as a general resource center for such information. Rapson seconded.

Weed asked McMenamin to entertain a change that the City serve as a non-exclusive resource center. He said that would make it plain that the City didn't support any one company. McMenamin commented that staff had done a lot of research on Metro Van Pool and found it to be legitimate. She said she hesitated to throw it out to any company to use the City as a resource center and said staff should have some ability to do some background research on providers. Rapson suggested McMenamin not endorse this particular service provider. McMenamin agreed. Weed agreed and supported Rapson's suggestion. Rapson seconded.

Eugene Miller expressed his concern about City vehicles that parked and idled, adding that was the worst kind of pollution. McMenamin said that was something the City could take a look at. She understood that for the police it had to do with quick response times.

Willis Granger asked if the City had any rules and regulations governing vanpools. McMenamin said that was a concern when they heard the presentation on November 15 and that was why Council asked the City Attorney for an opinion to make sure the City would not be involved legally. Granger asked if there was a regulatory agency that oversaw vanpools. Herb Wood said the ARC regulated his company.

The motion carried unanimously.

12-01-09 Consider Canceling or Rescheduling the April 4 Council Meeting
Basinger told Council that the April 4 meeting was during the school system's spring break and conflicted with plans for trips already scheduled. At this time, there were no items on the agenda for that meeting. Basinger said Council could cancel the April 4 meeting, or reschedule it in case something came up.

McMenamin and Tennant supported canceling the meeting. Tennant said if something pressing came up, a meeting could be scheduled for April 11 or the last week in March. Tennant moved to cancel the April 4 meeting. Brown seconded. The motion carried unanimously.

01-02-15 Consider Liaison to All Children's Playground Committee
Brown said that Council Member Weed had expressed interest in the position. He had served as vice-chair of the committee and had a special attachment to the project. Tennant nominated Weed as the Council liaison to the All Children's Playground Committee. McMenamin seconded. The motion carried unanimously.

Council/Staff Topics
Brown said Council was looking at creating a Recreation Authority and it would be a topic on the Retreat agenda. It would have to go to the General Assembly this year. McMenamin said it would be premature to do it this year when it hadn't even been discussed. It should be ready for the next legislative session. Lindsey said the session would probably be over by the Retreat, which was scheduled for March 15—16. He said models could be used and it could be ready to go, but Lindsey felt it was something Council should discuss. Rapson said he had dealt with Recreation Authorities before and felt comfortable with the process. Council looked at the time they would need to get it ready. Lindsey would send a packet of information for Council to look over.

McMenamin said she had asked for the discussion on televising Council meetings and asked that it be on the February 7 agenda. Brown said one of the considerations was that any projection equipment used should integrate into the television model. Brown said he would like to delay the discussion until Retreat. McMenamin felt it needed to be discussed at a Council meeting since few citizens attended the Retreat meetings. Brad Williams and Matt Robinson, as well as Dennis Payton, were gathering the information. Rapson said it would probably be two meetings since the information would be presented at one meeting and then it would be brought back as a bid.

McMenamin asked that staff be moved back to their former spot in Council Chambers. She said she had difficulty seeing the City Manager and City Attorney, especially if someone was standing at the podium. Weed said he also liked the previous set-up and suggested moving the podium closer to the dais. Kathy Nelmes commented that, as a speaker, she didn't like having staff behind her. Brown said part of the reason for moving things was to create a back aisle so people could leave easily. Rapson suggested Brown and McMenamin discuss the seating. Brown said he was trying to create freedom of movement. He said when there were large gatherings for hot topics people stood along the back and he was trying to make it easier. He said he was willing to modify it.

01-02-02 Alcohol License – NEW – Famous Fish Company

Lindsey reminded Council that the alcohol license had been moved to the end of the agenda in case the applicant was late. He suggested continuing the matter until the February 7 meeting. McMenamin moved to continue the alcohol license until February 7. Rapson seconded. The motion carried unanimously.

McMenamin moved to go into executive session for legal issues after a short break. Tennant seconded. The motion carried unanimously.

Brown moved to adjourn the executive session. Tennant seconded. The motion carried unanimously.

Council discussed holding a special called meeting to discuss the Jail Inmate Agreement. The Council Members agreed to hold a special called meeting prior to the planned workshop with the Development and Airport Authorities on Wednesday, January 23, or Friday, January 25. If the workshop were held on Wednesday, the special called meeting would start at 6:45 p.m. If the workshop was set for Friday, the special called meeting would begin at 6 p.m.

There being no further business to discuss, Brown moved to adjourn the meeting. Tennant seconded. The motion carried unanimously. The meeting adjourned at 10:15 p.m.

Pamela Dufresne, Recording Secretary

Stephen D. Brown, Mayor

Jane Miller, City Clerk

City Council of Peachtree City
Minutes of Special Called Meeting
January 23, 2002
6:45 p.m.

The City Council of Peachtree City met Wednesday, January 23, 2002, in the City Hall Council Chambers. Mayor Steve Brown called the meeting to order at 6:50 p.m. Other Council Members present were: Annie McMenamin, Steve Rapson, and Murray Weed. Council Member Dan Tennant was unable to attend.

01-02-16 Jail Fee Agreement

Brown said Council needed to go into executive session since the agenda item was part of an ongoing lawsuit. McMenamin moved to adjourn into executive session. Rapson seconded. The motion carried unanimously.

Brown moved to adjourn the executive session. Rapson seconded. The motion carried unanimously.

Rapson stated that Council approved in concept the jail inmate agreement with no major changes. However, Council wanted to give its sister cities a chance to look at the agreement. Rapson suggested the agreement be tabled until the February 7 meeting.

Brown moved to table the jail inmate agreement until the February 7 meeting. Weed seconded. The motion carried unanimously.

There being no further business to discuss, McMenamin moved to adjourn the special called meeting at 7:15 p.m. Weed seconded. The motion carried unanimously.

Pam Dufresne, Recording Secretary

Stephen D. Brown, Mayor

Jane Miller, City Clerk

2002 City Event Calendar

January	February	March
	2/7 – City Council Meeting, 7 p.m. 2/21 - City Council Meeting, 7 p.m.	3/7 – City Council Meeting, 7 p.m. **3/15 & 16 – City Council Retreat, 8 a.m. (7:00 a.m. breakfast) Wyndham Conference Center** 3/17-19– GMA Newly Elected Official Training, Athens 3/22 – GMA Joint Spring Training, Dalton 3/21 – City Council Meeting, 7 p.m.
April	**May**	**June**
4/18 – City Council Meeting, 7 p.m. **4/19 – Employee Picnic, Picnic Park, 11:30 a.m. – 1:30 p.m.** **4/21-27 – Georgia Cities Week**	5/2 – City Council Meeting, 7 p.m. 5/3 – GMA Spring Training, Valdosta 5/16 – City Council Meeting, 7 p.m. 5/27 – Memorial Day, City offices closed	6/6 – City Council Meeting, 7 p.m. 6/20 – City Council Meeting, 7 p.m. 6/22-25 – GMA Annual Convention, Savannah
July	**August**	**September**
7/4 – Independence Day, City offices closed (7/4 – City Council Meeting, 7 pm) 7/18 – City Council Meeting, 7 pm	8/1 – City Council Meeting, 7 pm 8/7-9 – GMA Leadership Institute for Municipal Officials 8/15 – City Council Meeting, 7 pm 8/23-24, GMA 2-day Training, PTC	9/2 – Labor Day, City offices closed 9/5 – City Council Meeting, 7 p.m. 9/19 – City Council Meeting, 7 p.m. 9/30 – GMA Joint Fall Conf., Atlanta
October	**November**	**December**
10/3 – City Council Meeting, 7 pm 10/17 – City Council Meeting, 7 pm	11/7 – City Council Meeting, 7 pm 11/21 – City Council Meeting, 7 pm 11/28 & 29 – Thanksgiving Holiday – City Offices Closed	12/5 – City Council Meeting, 7 p.m. 12/19 – City Council Meeting, 7 p.m 12/24 & 25 – Christmas Holiday – City Offices Closed at noon on 24th

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

Updated 1/30/02

Public Information
2001 Citizen Call Log
As of 12/31/01

Problem/Complaint	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2001	YTD 2000	% of 2001
Animal Control	1												**1**	0	**0%**
Business Complaint	1	1		1					1	1			**5**	0	**2%**
Development													**0**	1	**0%**
Garbage Company	3		1	1	1		2	1	2	3	1		**15**	34	**5%**
AT&T (InterMedia) Cable	4	6	8	14	5	7	22	20	17	11	30	99	**243**	37	**79%**
Ordinance/Code Violations	9	6	1	1		1				1			**19**	12	**6%**
Public Works Repair Request	1		1	1		3							**6**	3	**2%**
Recreation						1							**1**	0	**0%**
Traffic							1						**1**	3	**0%**
Utility Company	2		2	1		2					1		**8**	9	**3%**
Other								2	1	4			**7**	4	**2%**
TOTAL	**21**	**13**	**13**	**19**	**6**	**14**	**25**	**23**	**21**	**20**	**32**	**99**	**306**	103	**100%**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Average Response Time for action/update contact w/citizen	0.11 days	0.00 days	0.08 days	0.00 days	0.00 days	0.64 days	0.04 days	0.40 days	0.05 days	0.05 days	0.10 days	0.01 days	**0.08 days**
% Response Time for response / action on same day	90%	100%	92%	100%	100%	79%	96%	87%	95%	95%	91%	99%	**95%**

BUILDING DEPARTMENT

2001 MONTHLY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2001 YEAR-TO-DATE	2000 YEAR-TO-DATE
DEVELOPMENT PERMITS:	15	9	38	22	44	14	20	15	18	13	18	15	241	159
BUILDING PERMITS:														
Single Family Residential	12	10	25	14	27	18	20	11	14	12	12	11	186	129
Multi-Family Residential	0	0	0	0	0	0	0	0	0	0	0	0	0	591
Misc.-Pools/fences/additions	33	40	55	64	74	61	78	52	51	50	40	30	628	705
Commercial/Industrial	15	12	29	4	8	9	10	8	8	14	5	8	130	136
TOTAL INSPECTIONS:	838	789	749	551	555	686	631	899	700	873	707	681	8,659	5,345
CERTIFICATE OF OCCUPANCY:														
Residential	10	12	17	8	12	16	11	15	24	12	22	20	179	168
Commercial	2	7	16	15	6	8	2	6	4	0	5	6	77	26
Multi-Family Residential	69	35	0	0	0	83	0	212	0	26	28	12	465	0
CODE ENFORCEMENT:														
Sign Violations	84	46	152	97	166	187	171	113	87	197	139	76	1,515	0
Rehab	16	11	13	31	18	13	13	2	1	6	8	5	137	0
Notice of Violations	282	195	234	376	260	282	240	233	194	235	124	194	2,849	3,983
Citations *	1	2	2	4	4	0	0	4	36	3	3	5	64	19
Stop Work Orders	7	3	4	12	7	5	5	1	7	5	2	4	62	60
Complaints From Citizens	14	8	13	25	29	6	16	5	16	20	17	17	186	4,240
Assessments	135	176	115	294	79	58	61	4	1	1	0	17	941	0
PERMIT FEES COLLECTED:	21,956	30,692	47,309	16,939	23,856	33,109	32,766	36,149	37,036	60,358	24,026	33,458	397,654	440,829
POPULATION: Based on 2.9 of completed occupancy**	32,158	32,294	32,343	32,366	32,401	32,688	32,720	33,378	33,448	33,558	33,703	33,796	33,796	31,913

* 35 citations to AT&T Broadband for September

**Adjusted to reflect 2000 census figures.

Peachtree City Prisoners at Fayette County Jail

2001

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2001	Previous Year
*Average Misdemeanors	7.57	8.42	8.18	7.90	10.08	11.61	9.80	6.86	9.57	12.60	12.85	12.36	9.82	N/A
*Average Felonies	6.14	5.19	4.27	2.42	2.26	2.14	3.00	3.00	1.05	1.00	1.00	1.10	2.71	N/A
*Average Totals	13.71	13.61	12.45	10.32	12.34	13.75	12.80	9.86	10.82	13.60	13.85	13.46	12.53	N/A

*These totals do not include weekend incarcerations.

Fayette County Jail Fund

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2001	Previous Year
$6,666.73	$7,101.58	$5,090.68	$6,986.11	$6,542.81	$7,707.24	$5,984.89	$5,084.78	$5,294.90	$5,217.68	$8,161.08	$5,000.81	$74,839.29	N/A

Financial Services Monthly Report

STATUS OF FUNDS AS OF DECEMBER 31, 2001

Fund	Cash Balance	Total Investment	Total Fund Balance	YTD Interest
General Fund	$29,353	$4,650,161	$4,679,514	$22,457
Library Sales Tax Fund	$68,678	$0	$68,678	$0
Public Improvement Fund	$212,798	$5,939,691	$6,152,489	$8,012
Self Insurance Fund	$50,045	$240,147	$290,192	$7,536
Debt Service Fund	$97,354	$0	$97,354	$0
Municipal Court Fund	$65,560	$0	$65,560	$0
Develop & Impact Fees	$184,805	$614,913	$799,718	$2,629
Neighborhood Parks/Rec.	$43,296	$0	$43,296	$201
Governor's Greenspace Prg	$13,323	$0	$13,323	$127
Federal Seizures Police Fd.	$3,998	$0	$3,998	$0
Police Tuition Account	$2,954	$0	$2,954	$0
Escrow Account	$231,288	$0	$231,288	$1,605
Grand Total	**$1,003,452**	**$11,444,912**	**$12,448,365**	**$42,567**

Purchasing Monthly Report

For Calendar Year	2001 TOTAL YTD	2000 TOTAL YTD	MTHLY % INC/(DEC)
Purchase Requistions Processed	2,121	1,594	14.24%
City Store Requistions Processed	176	172	-12.23%
Sealed Bids Requested >$10,000	23	23	-8.33%
Requests for Proposals	13	N/A	100.00%
Requests for Proposals Awarded	4	N/A	100.00%
Written Quotes Req $5,000-10,000	69	79	-22.09%
Verbal Quotes Requeste	214	201	-1.42%
Total # Purchase Orders Issued	2,210	1,888	0.92%
Total # of Bids Awarded	29	20	38.10%
Contracts Required >$10,000	7	8	100.00%
# of Fixed Assets Purchased >$500	61	57	-4.84%
Total $ of Fixed Assets Purchased	$620,879	$653,965	-48.93%

Collateral Analysis as of December 31, 2001

Security Location	Bank	Total Held
Bank of New York	First Union	$5,726,964
Bank of New York	Peachtree National	$5,729,293
		$11,456,257

General Fund Budget Comparison
Revenues - By Major Category

Description	2002 Budget	Actual YTD	Difference	%
General Property Taxes	$5,617,076	$2,215,316	($3,401,760)	39.44%
Franchise Taxes	$1,919,452	$96,652	($1,822,800)	5.04%
Local Option Sales Tax	$5,900,051	$1,492,230	($4,407,821)	25.29%
Other Sales & Use Taxes	$1,417,927	$268,032	($1,149,895)	18.90%
Business Taxes	$1,126,268	$1,340,759	$214,491	119.04%
Licenses & Permits	$494,254	$230,832	($263,422)	46.70%
Grants	$0	$0	$0	0.00%
Charges for Services	$860,823	$148,424	($712,399)	17.24%
Fines & Forfeitures	$650,179	$148,723	($501,456)	22.87%
Investment Income	$172,689	$22,457	($150,232)	13.00%
Surplus Carryover	$358,534	$0	($358,534)	0.00%
Other Financing Sources	$0	$0	$0	0.00%
Total	**$18,517,253**	**$5,963,426**	**($12,553,827)**	**32%**

General Fund Budget Comparison
Expenditures by Division YTD

Division	2002 Budget	Actual YTD	Difference	%
Administrative	$1,065,008	$292,201	$772,807	27%
Developmental	$870,340	$185,786	$684,554	21%
Finance	$559,093	$120,336	$438,757	22%
Leisure Services	$3,283,059	$759,545	$2,523,514	23%
Public Safety	$6,037,024	$1,297,237	$4,739,787	21%
Public Works	$2,477,446	$528,724	$1,948,722	21%
Trfr to PCDA/PCAA	$596,035	$143,884	$452,151	24%
Council Contingency	$235,021	$40,499	$194,522	17%
Council Reserve	$300,000	$0	$300,000	0%
Transfer to PIP	$1,242,716	$233,896	$1,008,820	19%
Transfer to Debt Svc	$261,974	$0	$261,974	0%
Transfer to Self Ins	$1,589,537	$154,662	$1,434,875	10%
Total	**$18,517,253**	**$3,756,769**	**$14,760,484**	**20%**

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svgs/Short	Date
Automated Controllers	$11,300	$11,300	$0	12/20/01

PEACHTREE CITY FIRE/EMS DEPARTMENT
2001/2002 MONTHLY REPORT

	Oct. 01	Nov. 01	Dec. 01	Jan. 02	Feb. 02	Mar. 02	Apr. 02	May. 02	Jun. 02	Jul. 02	Aug. 02	Sept. 02	Fiscal Yr. 2002 Y-T-D	Fiscal Yr. 2001 Y-T-D
Fire/Accident Calls														
Residential	2	2	6										10	11
Business/Industrial	0	0	1										1	5
Other	180	183	185										548	331
Total Engine Response	182	185	192										559	347
Dispatched Fire Calls	62	48	61										171	131
Response Time Fire	4:46	4:40	4:26										4:43	4:17
Rescue/EMS														
Trauma	49	62	67										178	228
Medical	76	102	113										291	250
Total # Patients	125	164	180										469	478
Patients Transported	77	65	88										230	232
Dispatched EMS Calls	121	137	130										388	399
Total Medic Response	141	146	180										467	545
Dispatched Fire/EMS Total	183	185	191										559	530
Response Time EMS	4:16	3:57	3:46										4:07	4:13
EMS BILLING														
Patients Billed	83	83	69										235	202
Revenue Generated	28,665	29,571	23,300										81,536	71,645
***Total Revenue Received**	17,911	17,137	18,400										53,448	37,651

***Revenue Received on All Outstanding Accounts**

HUMAN RESOURCES DEPARTMENT

2001 MONTHLY REPORT

REPORT PERIOD	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2001 YTD TOTAL	2000 YTD TOTAL
1. Authorized Permanent Positions	223	223	223	223	223	223	223	223	223	224	224	224	224	223
2. Positions Open	14	12	11	9	9	13	15	15	11	11	10	8	—	—
3. Workers Comp. Claims Filed	2	2	1	5	4	4	2	4	3	3	14	4	48	46
4. City Veh./Equip. Accidents	2	0	1	1	1	0	1	1	0	0	0	2	9	14
5. Health Insurance Claims	$80,652	$ 43,314	$55,208	$72,246	$53,759	$ 29,660	$ 79,563	$ 47,292	$ 49,043	$ 149,610	$ 53,405	$ 88,162	$801,913	$ 683,253
6. Law Suit Legal Fees	$ 3,490	$ 8,126	$4,407	$ 6,168	$10,827	$ 7,264	$ 832	$ 1,548	$ 1,118	$ 2,643	$ 2,641	$ 10,678	$59,742	$ 40,090

2. Police Officer/Police (4); Building Inspector/Building (1); Firefighter-Paramedic/Fire (1); Maintenance Technician I/Public Works (1); Maintenance Technician I/Recreation (1).
3. Police Corporal experienced shoulder/neck soreness due to vehicle accident (1) Police; Firefighter/EMT experienced lower back pain after using treadmill in wellness center (1) Fire; Maintenance Technician experienced lumbar strain due to pulling muscle while removing carpet (1) Public Works; Police Corporal sprained ankle during defensive tactics training (1) Police.
4. Volunteer Firefighter scratched paint of Engine 82 while backing up close to a wall (1) Fire; Fire vehicle was struck by another vehicle as it pulled into highway, responding to a call (1) Fire.
5. Balance remaining in health insurance account: $595,649.28
6. Beaman/Shaver Appeal $4,214.75; Lazarus $65.00; O'Keefe $1,379.75; Tax Equity Issue $5,018.36.

ACTIVITY DESCRIPTION	UNIT	January	February	March	April	May	June	July	August	September	October	November	December	2001 Year to Date	2000 Year to Date
LIBRARY															
1. Books Circulated	Num.	14,747	14,227	15,771	14,082	14,609	20,359	18,480	16,153	13,707	16,774	14,594	11,284	[illegible]	157,337
2. Average Daily Traffic															
a. Monday - Saturday	Num.	561	577	557	526	529	644	620	550	557	518	529	443	[illegible]	539
b. Sunday	Num.	287	368	420	346	365	275	247	294	478	371	359	276	[illegible]	286
3. Story Time Participants	Num.	74	93	112	108	47	0	0	51	107	75	112	80	[illegible]	3,266
4. Revenue from Overdue Books	Dls.	1,828	1,659	1,679	2,187	1,633	1,762	1,817	1,564	257	1,482	1,560	1,468	[illegible]	16,448
5. Revenue from Copy Machine	Dls.	717	796	736	946	731	384	584	680	653	976	1,009	447	[illegible]	8,212
6. Reference Assistance	Num.	1,303	741	865	787	853	975	915	1,051	1,068	423	547	341	[illegible]	11,178
7. Internet Usage	Num.	1,406	1,472	1,479	1,283	1,430	1,469	1,508	1,689	1,592	1,575	1,598	1,317	[illegible]	12,803
8. Renewals by Phone	Num.	927	618	868	786	665	622	834	686	456	774	643	589	[illegible]	9,753
Leisure Programs															
1. Adult Athletics															
a. Ongoing Programs	Num.	1	2	2	2	2	3	3	3	2	3	2	1	[illegible]	23
b. New Programs	Num.	0	0	0	0	0	1	0	0	0	2	0	0	[illegible]	4
c. Participants	Num.	240	240	1,248	1,058	1,058	1,288	807	847	617	428	468	240	[illegible]	8,465
d. Revenues	Dls.	0	0	18,158	7,500	146	10,713	855	0	14,401	0	1,400	0	[illegible]	58,376
e. Expenses	Dls.	0	0	0	10,977	2,833	10,837	2,511	1,080	6,548	454	6,774	0	[illegible]	53,430
f. Refunds	Dls.	0	0	0	0	0	0	351	287	0	0	500	0	[illegible]	1,247
g. Balance (+ or -)	Dls.	0	0	18,158	-3,477	-2,687	-124	-2,007	-1,347	7,855	-454	-5,874	0	[illegible]	$3,700.00
RECREATION															
Leisure Programs															
1. Classes/Programs															
a. Classes/programs	Num.	105	118	125	122	110	102	111	117	114	126	129	123	[illegible]	1,184
b. Participants	Num.	3,229	3,037	1,954	3,090	2,871	2,301	2,193	2,994	3,033	3,708	2,962	2,109	[illegible]	28,169
c. Revenues	Num.	19,450	23,601	27,710	25,093	19,998	35,521	26,635	14,119	21,414	31,093	25,238	21,237	[illegible]	238,093
d. Expenses	Dls.	15,550	18,665	20,585	19,779	15,816	26,339	23,001	10,940	16,684	24,421	19,801	16,872	[illegible]	186,296
e. Refunds	Dls.	125	107	1,606	153	90	2,276	623	747	503	465	173	80	[illegible]	2,462
f. balance (+ or -)	Dls.	3,775	4,828	5,518	5,160	4,092	6,905	3,011	2,432	4,228	6,208	5,264	4,505	[illegible]	$49,335.16
2. Special Events															
a. Events	Num.	4	4	3	4	7	0	1	2	13	5	4	2	[illegible]	31
b. Participants	Num.	210	245	190	4,852	1,405	211	10,101	4,082	6,036	203	44	57	[illegible]	22,975
c. Revenues	Dls.	0	2,251	15	0	0	19,824	10,660	780	7,000	4,364	0	0	[illegible]	3,254
d. Expenses	Dls.	0	2,220	0	1,534	2,352	13,908	8,504	5,460	2,247	4,199	94	0	[illegible]	7,937
e. Refunds	Dls.	0	3	15	0	0	285	90	125	0	0	0	0	[illegible]	455
f. balance (+ or -)	Dls.	0	28	0	-1,534	-2,352	5,631	2,066	-4,805	4,753	165	-94	0	[illegible]	($5,138.00)
						Mem. Day overtime salaries									
Sports and Facilities															
1. Playing Surface Mowing	Hrs.	31	0	220	350	355	357	372	348	378	375	183	101	[illegible]	2,635
2. Playing Field Preparation	Hrs.	264	725	711	560	502	424	168	450	496	407	165	195	[illegible]	5,192
3. Building Maintenance	Hrs.	168	200	136	40	60	32	25	100	24	16	64	345	[illegible]	1,607
4. Parks/Pools/tennis Courts															
a. Safety Inspections	Num.	32	32	32	32	24	32	32	32	32	32	32	32	[illegible]	288
b. General Repairs/Maint.	Hrs.	112	109	95	80	85	104	80	110	50	65	50	157	[illegible]	1,144
c. Grounds/Landscape Maint.	Hrs.	512	543	281	211	275	286	197	290	100	100	100	191	[illegible]	1,182
5. Litter Removal	Num.	96	120	136	175	175	195	213	275	285	274	264	296	[illegible]	1,340
6. Vandalism Repairs	Dls.	0	0	120	55	25	273	43	25	100	200	800	75	[illegible]	73
7. Complaints Answered	Num.	3	4	3	4	4	3	5	3	5	4	2	1	[illegible]	11

City of Peachtree City

*2001 figures do not include Summer Reading Projgram as dud 2000

1/14/02

CRIME REPORT – 2001

PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2001	YTD 2000
MURDER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RAPE	0	0	0	0	0	0	0	0	0	0	0	0	0	1
ROBBERY	0	0	0	0	1	0	0	0	0	0	0	0	1	3
AGGRAVATED ASSAULT	0	2	2	0	0	0	2	1	0	0	1	0	8	6
ARSON	0	0	0	1	0	1	0	0	0	0	0	0	2	1
AUTO THEFT	1	6	1	11	1	13	6	3	4	7	8	4	64	57
THEFT	16	12	8	11	19	16	20	22	24	20	19	16	198	196
BURGLARY	2	1	2	0	1	3	3	1	1	0	5	3	21	16
TOTAL PART I CRIMES	19	21	13	23	22	33	31	27	29	27	33	23	295	280
ALCOHOL/DRUG ARRESTS														
DUI – TOTAL	16	15	27	18	19	13	25	16	20	32	16	24	241	171
DUI – ADULT	15	15	26	14	18	11	17	11	19	26	16	21	209	144
DUI – UNDERAGE	1	0	1	4	1	2	8	5	1	6	0	3	32	27
OTHER UNDERAGE ALCOHOL ARRESTS	9	7	0	13	9	11	16	18	13	20	3	11	130	170
DRUG ARRESTS	7	18	21	14	8	5	4	12	11	13	7	5	125	121
ARRESTS														
PROPERTY CRIMES	8	12	4	14	8	8	2	17	8	9	3	11	104	93
PERSON CRIMES	4	3	9	10	5	6	10	4	11	4	10	2	78	68
CITY ORDINANCES	43	33	52	48	47	47	62	52	53	34	29	51	551	588
*OTHER	81	72	67	85	73	74	88	84	86	81	78	90	959	1396
ADMINISTRATIVE AVERAGE RESPONSE TIME	5.21	5.22	5.12	5.32	5.54	5.29	5.41	5.14	7.13	5.32	5.28	5.33	5.44	5.29
CALLS ANSWERED	5094	4165	4863	5182	5177	5069	5518	5114	4453	4758	4750	4953	59,096	57,535
TRAFFIC CITATIONS ISSUED	659	585	661	740	788	521	497	437	488	727	475	583	7161	7789
WARNINGS ISSUED	725	576	676	611	649	425	472	372	485	543	457	518	6509	6217
ACCIDENTS – TOTAL	63	60	74	83	86	82	101	113	72	90	92	77	993	910

TOP 5 ACCIDENT LOCATIONS – MONTH	TOTAL #
1. HWY 54 / HWY 74	8
2. HWY 74 / CROSSTOWN RD.	5
3. HWY 54 / WALTBANKS RD.	4
4. HWY 54 / MARKET PLACE	3
5. HWY 54 / HUDDLESTON DR.	2

TOP 5 ACCIDENT LOCATIONS – YEAR	TOTAL #
1. HWY 54 / HWY 74	79
2. HWY 54 / HUDDLESTON DR.	42
3. HWY 74 / CROSSTOWN ROAD	37
4. HWY 54 / PEACHTREE PARKWAY	24
5. HWY 54 / WALT BANKS ROAD	20

2001 MONTHLY REPORT
PUBLIC SERVICES DIVISION

Activity Description	Unit	January	February	March	April	May	June	July	August	September	October	November	December	2001 YEAR-TO-DATE	2000 YEAR-TO-DATE
CART PATHS															
1. Const./Reconst./Overlay	Ft.	0	0	12	1,250	1,000	0	1,200	465	5,627	640	4,206	1,050	15,450	8,871
2. Drainage Maintenance	Hrs.	270	297	465	291	164	296	143	188	30	167	165	120	2,596	1,222
3. General Maintenance	Hrs.	201	164	201	134	248	163	205	139	141	157	230	272	2,255	2,337
4. Mowing	Hrs.	0	0	0	92	105	211	60	180	10	145	8	0	811	895
5. Litter Removal	Hrs.	75	60	60	53	71	75	51	75	64	60	90	75	809	688
FLEET MANAGEMENT															
1. Equipment Maintenance	Hrs.	16	59	40	5	43	58	4	74	54	44	50	25	472	338
2. Equipment Repairs	Hrs.	138	89	105	135	110	206	197	273	287	192	90	159	1,981	1,778
3. Vehicle Maintenance	Hrs.	173	135	115	202	106	179	193	187	103	224	163	242	2,022	1,402
4. Vehicle Repairs	Hrs.	268	222	238	257	374	180	260	241	153	248	227	198	2,866	2,505
5. Fleet Down Time	Hrs.	595	505	498	592	633	623	654	775	597	708	531	624	7,335	6,325
RIGHT OF WAY															
1. Litter Removal	Hrs.	410	400	369	329	281	312	288	256	298	258	396	404	4,001	4,063
2. Right-of-Way Mowing	Hrs.	0	0	0	540	849	849	814	1,035	674	165	0	0	4,926	5,490
3. General Maintenance	Hrs.	656	649	1,084	186	347	460	363	244	252	651	532	497	5,921	6,508
LANDSCAPE															
1. Litter Removal	Hrs.	0	30	38	12	36	66	63	70	32	88	66	0	501	958
2. Mowing (Sub. Entrances)	Hrs.	0	0	158	888	732	860	680	840	1,025	830	200	0	6,213	5,682
3. General Maintenance	Hrs.	1,045	443	617	277	441	284	218	252	252	270	428	710	5,237	4,182
4. Planting	Hrs.	90	267	8	0	0	14	0	0	0	8	0	132	519	461
RECYCLING SITE															
1. City Employees Hours	Hrs.	184	78	81	72	155	79	68	64	88	74	61	70	1,074	1,287
2. City Employees Salaries	Dls.	3,498	1,296	1,348	1,232	3,017	1,397	1,264	1,041	1,642	1,282	1,099	1,441	19,556	18,244
3. Revenues	Dls.	652	495	529	504	497	89	585	414	433	643	475	472	5,788	7,203
4. Participants															
a. Recycling	Num.	641	605	634	626	1,991	801	463	578	664	584	414	390	8,391	7,632
b. Composting	Num.	1,166	1,124	1,043	1,522	1,542	1,419	1,177	1,389	1,300	1,183	1,162	838	14,865	13,530
c. Mulch (Pick Up)	Num.	70	177	137	265	432	230	182	185	168	151	168	87	2,252	2,240
SIGN MAINTENANCE															
1. Building Maintenance	Hrs.	21	20	22	16	21	20	5	28	19	23	20	19	234	250
2. Subdivision Sign Maintenance	Hrs.	76	78	87	41	85	76	37	30	68	81	95	83	837	1,045
3. Traffic Sign Maintenance	Hrs.	156	156	174	72	148	148	25	133	148	158	109	119	1,546	1,748
STREETS															
1. Street Sweeping	Hrs.	137	17	23	16	16	16	9	3	8	6	18	61	330	351
2. Pavement Patching	Hrs.	0	45	75	158	123	353	224	38	150	323	66	0	1,555	2,407
3. Drainage Maintenance	Hrs.	113	150	227	137	62	247	0	229	99	49	15	240	1,568	2,029
4. General Maintenance	Hrs.	491	761	573	483	634	454	445	365	236	255	293	445	5,435	3,987
MISCELLANEOUS															
1. Vandalism	Dls.	149	161	205	97	127	90	3	0	129	69	178	71	1,279	1,076
2. Complaints Answered	Num.	28	24	47	47	36	47	51	43	16	22	12	5	378	375
3. Wash Police Cars	Hrs.	0	6	23	2	2	12	30	15	30	17	10	12	159	262

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Director of Financial Services** P.S.
FROM:	**Purchasing Agent**
DATE:	**January 31, 2002**
SUBJECT:	**Telephone Bids**

The bids for the telephone and voice mail system for City Hall and Library are due February 5, 2002. The recommendation memo will be sent via email as soon as the bids are evaluated. Normally staff would allow more time to prepare for the approval, but it was determined that it was more cost effective to bid a new phone system than to install outdated equipment in the new Developmental Services location. Therefore we fast tracked the bidding process to be able to do the installation to coincide with the move downstairs.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**
Director of Financial Services P.S.
Fire Chief

FROM: **Director of Leisure Services**

DATE: **Feb. 1, 2002**

SUBJECT: **Fireworks Display Contract**

Staff recommends entering into a three-year contract with Melrose Pyrotechnics, Inc., in the amount of $26,000 on a brand-name basis.

The city has received a proposal from Melrose, and background material relative to that proposal is attached. There are several advantages to the city.

First, the contract amount would remain the same over the three years, at $26,000 each year. In the third year, a 5% credit for additional shells would be added at no cost to the city. The city contracted with Melrose on this type of contract in 1998 and it allowed us to have a spectacular display in 2000.

A high expectation of safety is another benefit. Melrose has conducted the city fireworks for the past six years, and has produced impressive shows that have been lauded by spectators. Throughout that entire time, no significant safety issues have arisen. Chief Lohr is completely comfortable with their safety measures, and says it would be difficult to find a company that does a better job in that respect. Over the years, solid working relationships have been formed that lead to excellent communication and a minimal opportunity for breaches in the safety procedures.

Staff recommends this three-year contract for a brand-name purchase. According to the City Purchasing regulation, this type of contract can be entered when a previously used service has been selected by the city for operational effectiveness and future enhancements. The success of shows since 1996 with Melrose, both from the aspect of pleasing the crowd and providing a safe environment, demonstrates that the company can deliver safe and reliable services that benefit city residents.

During last year's show, **1,046** shells were provided, broken down as: 4 inch shells, **560;** 5 inch shells, **315;** 6 inch shells, **135;** 8 inch shells, **28;** 10 inch shells, **9**. The city purchasing agent has contacted Melrose and has received assurances that the quality of the show will not change and will only improve, and should include additional shells due to the budget increase from $24,600 to $26,000. We are still negotiating the additional number and sizes of shells for the 2002 show.

Again, staff recommends approval to enter into a three-year contract with Melrose on a brand-name basis.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Developmental Services Director

DATE: February 1, 2002

SUBJECT: Proposed Easement – 105 St. Andrew's Square

The hearing on the proposed easement has been continued on three previous occasions: December 6, 2001; January 3, 2002; and January 17, 2002. The staff position paper dated January 10, 2002, is still an appropriate reference; and the staff continues to support the same seven (7) recommendations.

Included with this memo is a letter from Mr. Rye that was received on or about January 25. The letter requests a substantial amount of historic variance information, along with some information on various Council matters. Copies of the responses to this letter are also included with this memo.

JBW/jir

Attachments

William J. Rye
105 Saint Andrews Square
Peachtree City, GA 30269

January 25, 2002

Peachtree City - City Hall
Attention: Jenice Rice
151 Willowbend Road
Peachtree City, GA 30269

Dear Jenice:

I would like to request a copy of ALL variances that have been requested whither approved or denied in Peachtree City in the last twenty years. Would you also please respond with a letter stating my request and that it is in fact all the information recorded.

I would also like to have as much of this information, if not all, by Wednesday, January 30, 2002.

Furthermore, I would like a copy of the guidelines for a member of city council and what they are and are not allowed to present to the council. Specifically, I would like to know if a council member can bring up a topic that has not been officially registered by a citizen where that citizen has not paid the fee or obtained a position on the council agenda. This request may fall into some other person's responsibility. Please forward it to the appropriate person.

Thank you for your assistance.

Sincerely,

William J. Rye
678-641-2385

Peachtree City
Georgia

January 29, 2002

Mr. William J. Rye
105 St. Andrews Square
Peachtree City, GA 30269

Dear Mr. Rye:

Ms. Jennis Rice of the Planning Department forwarded to me your open records request, received on the evening of Friday, January 25, for a copy of all variance requests over the past 20 years. Per the Georgia Open Records Law, Peachtree City can certainly provide this information for you. I am writing to advise you of the potential costs associated with this request and to determine how you would prefer to have this request filled.

Peachtree City charges $0.25 per page for copies, and we will also have to charge for staff time in retrieving the information requested at the rate of the lowest paid employee capable of performing the work. In this case, that would be $12.64 per hour. Based upon these rates, I have calculated a cost estimate below for your consideration:

Copies	3570 pages x $0.25	$892.00
Staff Time	6 hours x $12.64	$ 75.84
TOTAL ESTIMATED COST		**$967.84**

I realize this is a considerable amount of money, so I also wanted to provide you with some other suggestions for obtaining the information you are seeking. You are certainly welcome to come review the variance files and choose which documents to have copied. This may reduce the copy charges considerably. Staff time would still accrue because a staff member would need to be present with the files as you review them.

You are also welcome to come and review the Council Meeting Minutes for the past 20 years, which will have information about each variance that Council considered, as well as the vote, and request copies of the pertinent information. This would not require any staff supervision, thereby reducing that cost as well. Copies would still cost $0.25 per page.

Mr. Rye, please let me know how you would like to proceed. If you prefer to review the variance files or the minute books, we can make an appointment for you to do so as early as Wednesday, January 29, 2002. City Hall is open Monday through Friday from 8:00 a.m. until 5:00 p.m. If you prefer to have copies of the variance files, we should be able to have the copies completed and available for you to pick up on within three days of confirmation from you that you want us to do so.

I look forward to hearing from you.

Respectfully,

Betsy Tyler
Public Information Officer/Deputy City Clerk

1/30/02

Mr. & Mrs. Rye:

Per my conversation yesterday with Mrs. Rye, I did a quick computer search of Council minutes in the 1990s, 2000 and 2001 for the following words: North Cove, Variance, Easement, Encroach.

I have pasted the appropriate section of minutes below, with the date of the meeting listed at the beginning. Please let me know if you have any questions, or would like any additional information. There is no charge for this information because minimal staff time was taken -- the searches were in the newer files in MicroSoft Word, were fairly specific and yielded limited information.

Thanks,
Betsy Tyler
Deputy City Clerk
770-487-7657

September 5, 1996

09-96-02 Public Hearing - Driveway Variance - North Cove Subdivision

Lenox reviewed the rules for a public hearing which allowed each side an equal opportunity and established time limits of 20 minutes per side. During the hearing, members of the City Council would become hearers and no action would be required until the hearing was declared completed. The applicant and those who supported the issue, including city staff as appropriate, would be heard first. Those who opposed the issue, including city staff as appropriate, would be heard second. Prior to closing the public input portion of the meeting, Council and any member of the public, would be given the opportunity to ask questions of either side. When Council was assured the input was complete, the public hearing would be ended and Council would then debate the issue in accordance with "Roberts Rules of Order" and render a decision. The public hearing was called to order and Basinger was requested to keep time.

Jim Strickland presented for the applicant and stated several meetings had taken place with the city and also with Mr. Lincicome as they tried to find the most appropriate way to look at that parcel of land. The land was approximately 12 acres in a triangular shape and when the buffers were taken out of it, there was a 50 foot buffer for a proposed parkway if it did occur and an additional 50 feet on the westerly side of the property. The property was analyzed with the potential of constructing a cul-de-sac with a 60 foot easement which would be a public road. Strickland said they found this did not serve them well even though the property was zoned R 22 which would be a half acre lot. There were certain restrictions that were discussed with city staff and they came up with this particular site plan which consisted of two cuts rather than three cuts in six lots. The lots averaged between 40,000 feet up to 78,000 feet - approximately an acre up to almost an acre and a half. Strickland said what they were asking for was a private road which would really be a drive and would serve all seven lots with two entrances and entrance treatments being done with similar sized roads that would be an eighteen foot road with street trees. Strickland said further that basically there were seven lots with a two-way private road or driveway which the seven lots would come off of. Strickland clarified for Lenox that there would be a homeowner's association.

Tom O'Connell, President of the Smoke Rise Homeowner's Association, addressed Council and stated that, although the Smoke Rise residents reserved their rights to question the final plat approval of North Cove, at this time they had no objection to the variance as explained by Mr. Strickland and his understanding was as follows:

That there would be seven lots with approximately 40,100 to about 76,500.
Lot prices would be approximately $75,000.
That there would be seven houses served by one driveway similar to a private road with extensions so that the driveways would go into the garages.
That the home prices would be approximately $400,000 or greater.
That high-end custom builders would be used with a fifty foot buffer abutting the Smoke Rise Subdivision.
The cartpath depicted did not infringe on the Smoke Rise entryway that was presently there or the one Smoke Rise was trying to build.

Bill Lincicome addressed Council as a resident, the City Landscape Architect, and as a consultant on the North Cove project and said that, in all cases, he was acting on behalf of the city's best interest. Lincicome pointed out this parcel of land was awkward at best and sometimes small pieces of land were left which should be resolved from a planning and site development point of view. Lincicome stated he believed this particular instance was a win-win situation for all parties and commended city staff for recognizing the difficulties on the property and felt that this solution, given Peachtree City standards and the difficulties of the property, had:

Satisfied the relationship to North Cove.
Provided very adequate buffering and dimensional distance from the surrounding neighborhoods.
Alleviated the problems of grading and gave the best possible presentation to Peachtree Parkway.

Mr. Larry McIntosh, 101 Tinsley Mill Road addressed Council and stated his concern for the people living in Smoke Rise and wanted to make sure there was adequate buffering and reiterated that Mr. Strickland had agreed with Mr. O'Connell that on a 50 foot, undisturbed tree line instead of the 25 feet depicted on the drawing and requested this be made an official part of what occurred.

Williams addressed Council on behalf of the city and stated that city staff recommended approval with the following conditions:

The Planning Commission approved the concept (not the details) with the clear understanding it required a variance.
The two driveways which would come out onto one of Peachtree City's most important streets would provide adequate site distance. The City Engineer would be required to work with the engineers on this project to make sure it was handled properly.
The street should be made 18 feet wide so that it would be adequate to carry the heaviest equipment servicing the city but still not be so wide as to take down massive amounts of trees.

Gary Ricards, a resident of Smoke Rise, addressed Council and said he viewed this variance request as the least impactive to the Parkway.

Maxine Ricards, also a resident of Smoke Rise, spoke in opposition to the variance because she did not want the trees, animals, and environment disturbed.

Tom O'Connell addressed Council again to request that the presidents of the homeowner's associations be notified of upcoming variances or City Council action that affected their subdivision at the same it was published in the newspaper which was 15 days prior.

Lenox called the public hearing to a close.

McMenamin commented that it would be appropriate to get the word out to homeowners in advance and stated this would be an excellent addition to the city. McMenamin also remarked that staff recommendation was appropriate and that safety on the Parkway would be critical.

Price made a motion to approve the variance as requested with the condition that the City Engineer was satisfied with the access points on Peachtree Parkway with proper site distances. McMenamin seconded the motion. Motion carried unanimously.

March 6, 1997

2-97-05 Public Hearing - Variance Request - North Cove - Buffer Encroachment

Lenox set a time limit of thirty minutes for each side of the hearing. The applicant, Jim Strickland, addressed Council and explained that the subdivision he was developing, North Cove, was going to have a series of five parks connected by sidewalks. The variance was to request that one of the parks be allowed to encroach into the watershed protection buffer.

Scott Colomb, landscape architect for the applicant, addressed Council and explained that the proposed encroachments into the buffer would actually enhance the intent of the buffer ordinance by providing steps across slopes, an elevated communtity pavilion that retained its own storm water for infiltration and vegetative enhancements of more than 1,700 new plants to reduce potential soil erosion that would take place without the encroachments.

He explained that people would be naturally drawn to the lake, and would create paths from their property to the lake. Colomb felt that if steps and paths were provided, it would control the access to the lake. He also felt they could control access to the lake by planting trees and shrubbery. Colomb said that while they could provide a park without encroaching into the buffer at a substantially lower cost, they felt the encroachment and enhancements were necessary to improve the area. Colomb provided a report to Council using a formula provided by the Natural Resource Conservation Services that gave a comparison of the amount of soil loss if the improvements were not made. The report explained that without the improvements one half ton of soil per year would be lost but that if the improvements were made, the soil loss would be reduced five times to 1/10th of a ton.

Bill Lincicome, Tom O'Connell and Pat Broderick also spoke in favor of the variance because they felt the plan would actually improve the area and prevent erosion that would take place without the encroachments. They felt the applicant took the initiative to spend a substantial amount of time and money to make the improvements and that the overall plan was best for the environment.

Hearing no one else to speak in favor of the variance, Lenox asked to hear from those in opposition to the variance. Cam McNair, City Engineer, addressed Council and explained that it was staff's recommendation that Council deny the variance. He recommended the lakefront buffers be tenaciously guarded against encroachments and pressures for development activities. He said by approving the request, it would compromise the City's principles and set a dangerous precedent which would certainly lead to more requests for variances of that type in the future. McNair also said that the Fayette County Water Committee and Board of Commissions reviewed the variance request and unanimously voted that they recommend Council deny the variance. McNair also explained that the City's Code Enforcement Officer, was already having difficulty defending the watershed protection buffers against disturbances throughout the City, even when the buffers were on City-owned greenbelts.

Bill Antone and Phyllis Aguayo also spoke in opposition to the variance and felt the Council should strictly enforce the land development ordinance.

Hearing no one else speak in opposition to the variance, Lenox called the hearing to a close and opened the floor for Council debate.

Price felt the overall plan was good, but she was opposed to the variance because she felt Council should support the Fayette County Commissioner's recommendation to deny the variance.

Pace said he felt the proposed plan was well planned and presented, but felt it was important to protect water quality issues and recommended that because such a small portion of the park would encroach into the buffer, the park should be built without the encroachment.

McMenamin supported the variance because the plan enhanced the environment. She said it was important to remember that Mr. Strickland could still develop his park but without the improvements it would cause a tremendous run-off into the lake which would have a negative impact.

Brooks was opposed to the variance because it would set a precedent and it did not meet the standards for considering a variance. He said the ordinance stated that to make a determination on a variance request, the Council should consider whether or not special circumstances contributed to the request, whether or not the situation for the request being made posed an unnecessary hardship for the applicant and whether or not the request was due to an intentional action of the applicant to violate the city ordinances.

Lenox felt he could support part of the variance that requested encroachment into the impervious buffer area but he could not support the variance request for encroachment into the undisturbed buffer area.

Brooks made a motion to deny the variance. Pace seconded the motion. Motion carried with McMenamin voting Nay.

December 7, 2000

Public Hearing – Variance – Lot 11, North Cove – denied 4-0

Mayor Lenox read the rules for conducting a public hearing and allowed ten minutes for each side to present its case. Lenox asked to hear from the applicant, followed by those in favor of the variance.

The applicant, Mr. Charles E. Gardner, wished to build a two-car garage in an area that would encroach into the 150-foot watershed protection buffer that prohibited impervious surfaces adjacent to Lake Kedron. He said he had three valuable antique automobiles that required weather protection to maintain their character and value.

Hearing no one else speak in favor of the variance, Lenox asked to hear from those in opposition to the variance.

Jim Williams, Director of Developmental Services, recommended the variance be denied. He did not feel the variance met the minimum requirement for a variance. He also felt its approval would establish a precedent that would counter both state and local watershed protection policies. By doing so, he felt the City's status as Qualified Local Government would be jeopardized.

Phyllis Aguayo, resident, also spoke in opposition to the variance. She felt the watershed protection policies should be enforced to protect drinking water.

Mr. Gardner said he did not realize staff would oppose his variance. He also felt Council had already set a precedent by allowing the developer to place a gazebo in the encroachment area. Brooks disagreed. He said the developer had requested a variance for the gazebo, but that it was denied. Brooks said he could not support the variance.

Tennant asked Gardner how long he owned the vehicles. Gardner said he had owned them for a couple of years and that it took a long time to restore them.

Lenox was empathetic, but could not support the variance and jeopardize the City's Qualified Local Government status. He said the statewide buffer policies had done much to improve environmental concerns.

Fritz said there were good reasons for the state laws and policies concerning watershed protection, and she could not support the variance.

Tennant made a motion to deny the variance. Fritz seconded the motion. Motion carried unanimously.

November 15, 2001

Rockspray Easement Request

Williams stated the house located at 138 Rockspray Ridge was built in 1985 and the driveway nicked the corner of the City-owned greenbelt adjacent to the lot. The builder found it convenient to swing the driveway over to miss the catch basin. Rather than make an adjustment to the site plan, the builder just shifted it over. Williams said no one caught it before and it had become an issue in the sale of the property. Staff felt the way to deal with it would be to grant an easement for the corner of the driveway and let the status quo continue, Williams said. To rip up the driveway and relocate it would be unfair since the owners had nothing to do it. He added that it wouldn't create any kind of precedent the City would have trouble defending. Staff recommended granting the easement.

Fritz commented that the same thing happened at her house and they had to cut part of the driveway off before closing on the house. Rapson asked about charging the owners $10 for the easement.

McMenamin moved to grant the driveway easement and charge the owner $10 for consideration of the easement. Fritz seconded. The motion carried unanimously.

1/31/02

Mr. & Mrs. Rye:

In reviewing your original information request and my original reply, I realized I did not respond to the second portion of the letter. I have attached below Section 2-33 of the Peachtree City Code of Ordinances, which relates to the City Council Meeting Agenda and how items are added or removed. Please let me know if you have any questions.

Thanks,
Betsy Tyler
Deputy City Clerk
770-487-7657

Sec. 2-33. Agenda.

(a) Preparation of agenda. Prior to each regular council meeting, the city clerk shall publish an agenda, which contains all items the council anticipates acting upon at the meeting. A notice shall be placed on the agenda stating: "This agenda may change at any time up to 24 hours prior to the meeting." The agenda shall be published the Friday prior to each regular scheduled meeting.

(b) Consent agenda. In preparing an agenda the city clerk, may separately designate items as "consent agenda", which may be acted upon by the council as described in 2-36(f) of this article. The consent agenda shall consist of routine, noncontroversial items, which (in the city manager's determination) can be appropriately considered in bulk at the council meeting.

(c) Agenda item request. Any person may request to have an item placed on the agenda, by filing such request in writing with the city clerk prior to 5:00 p.m. on the Friday preceding the council meeting. Such item may not be placed on the agenda if council has already decided the issue within 180 days.

(d) Extra items. Items requested, or filed after 5:00 p.m., on the Friday preceding a council meeting shall not be included on the agenda unless the mayor, a council member, the city manager, or the assistant city manager deems the item of sufficient urgency to warrant immediate council action. These additional items shall be added no less than 24 hours prior to the scheduled meeting. The city clerk shall record the name of the person adding the item on the agenda.

(e) Reconsideration of agenda items. The city clerk shall not place on the agenda any matter for reconsideration within 180 days of council action unless sponsored by a council member or mayor who voted on the originally prevailing side or who was absent at the time of the original action.

(f) Staff withdrawal of items. Only the person (or designated representative) requesting the placement of an item on the agenda may withdraw the item prior to the council meeting. Council shall be advised of the reason why the item is being withdrawn. The item withdrawn may, nonetheless, be acted upon in the discretion of the council.

(g) Council action to defer, (table), continue or not act. The mayor or a council member wishing council to defer action or continue an item has a right to make a motion to continue, defer or not act on any item considered before any other action, which council may consider.

(Ord. No. 721, 10-21-99; Ord. No. 737, 5-4-2000)

William J. Rye and Ann A. Rye
105 Saint Andrews Square
Peachtree City, GA 30269

RECEIVED
JAN 10 2002
PEACHTREE CITY
CITY HALL

January 10, 2002

Mr. Steve Brown, Mayor
151 Willowbend Road
Peachtree City, GA 30269

Dear Mayor Brown:

I have been encouraged to write you today so that you can address this issue with your council members this evening. I have been rescheduled by the city for my issues before council to be heard on January 17, 2002. Unfortunately, although I was prepared, the snow earlier this month required that the city cancel the original date of January 3, 2002.

Due to my travel schedule, I am unable to attend the January 17 meeting because of prior planning in my professional life. After attempting to reschedule my flight and my appointments (which involve several other colleges), the cost to myself, but mainly the cost and inconvenience to others, was astronomical.

I ask for your understanding in this matter and request for this hearing to be rescheduled for February 7, 2002. With this much notice I can request the appropriate time off. Should you need any further information, please feel free to contact me.

Sincerely,

William J. Rye

cc: Jim Williams

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Developmental Services Director

DATE: January 10, 2002

SUBJECT: Proposed Easement – 105 St. Andrew's Square

At the Council meeting on December 6, 2001, action on resolving Mr. Rye's encroachment into the City-owned greenbelt was deferred to allow time for additional study. The matter was rescheduled for consideration at the meeting on January 3, 2002. Due to inclement weather on the 3rd, the matter was rescheduled again for the meeting on January 17, 2002.

Attached for your information are the following documents: (1) A copy of the portion of the minutes from the December 6 meeting which addresses the proposed Rye easement; (2) A copy of the staff position paper for the December 6 meeting relative to the proposed Rye easement; and (3) A letter from the City Attorney which discusses the legal aspects of the proposed Rye easement.

Staff has considered several options to resolve the encroachment problem. First would be to require Mr. Rye to remove all encroachments into the greenbelt. It is still felt that this would be too harsh a solution. Allowing an encroachment of no more than two feet would have minimal impact on the greenbelt, but would result in the removal of the major encroachments while preserving much of the existing wall construction. It would seem to be a balanced response if combined with an appropriate re-landscaping requirement.

The second option would be for the City to sell Mr. Rye the area he encroached into at a fair market price.

And the third option would be to trade Mr. Rye the encroachment area for an equal amount of his property in another area. Staff is opposed to selling or trading any greenbelt area to resolve this encroachment problem. Not only would these options establish bad precedents, they would seem to reward or even encourage deliberate encroachments.

Staff recommends the following:

1. That Mr. Rye be ordered to remove all man-made improvements that encroach more than two feet into the greenbelt area;

2. That Mr. Rye be granted a non-exclusive easement for any man-made improvements that already encroach no more than two feet into the greenbelt area;

3. That Mr. Rye pay all expenses incurred in drawing up and recording the easement;

4. That Mr. Rye agree to install landscaping to re-naturalize the greenbelt to repair damage done by constructing the rear yard improvements and illegally using the greenbelt for construction access to the rear yard;

5. That the above landscaping be in accordance with a professionally prepared plan that must be approved by the Planning Commission prior to the installation of any materials;

6. That Mr. Rye shall not under any circumstances create further disturbance in the greenbelt nor ever again use the greenbelt for access to the property; and

7. That, in the event Mr. Rye chooses to simply remove all of the greenbelt encroachments, he still be required to comply with paragraphs 4, 5, and 6 above.

JBW/jir

Attachments

City Attorney Rick Lindsey if the variance could be tabled until Council had a chance to speak with the neighbors behind Blueberry Hill. Lindsey said it could be tabled, but the precedent he was concerned with was if the variance were permitted, that it only addressed the first of the three criteria. The homes all had the peculiar buffer circumstances. Other requests would also have to meet the remaining criteria.

Lenox stated that Kern had been proactive and said the weighted factor for him was that she obtained approval from the people behind her and had a contract for screening the buffer. If the others came along with similar requests, he would require the same thing. Lindsey said it might also address the peculiarity of the properties. It worked because the neighbors behind agreed to put up trees to mitigate the problem.

McMenamin told Kern that Council looked at the requests on a case-by-case basis, but kept it mind it could set a precedent when making the decision. She said the distraction in getting the permits was something she could understand. She felt Kern might not recover from the potential damage to her home from dismantling the deck. She had visited the property and didn't see any negative impact.

Tennant agreed with McMenamin. He said no complaints had been received and it was aesthetically pleasing. Tennant moved to approve the variance. McMenamin seconded.

Lenox and Rapson asked Lindsey if something needed to be put in the motion about the buffer and Lindsey recommended that they should. McMenamin said Kern's contract should be part of the motion. Lindsey said some type of agreement with neighbors to the rear of the subdivision should be included. Lindsey said she had answered the hardship criteria. Other neighbors wouldn't be able to use dismantling a deck as a hardship and had to meet the criteria of the variance. Lenox offered an amendment to the motion that the approval was conditioned upon Kern's obtaining the approval of the neighbors behind her, having entered into an agreement with those neighbors for screening that was acceptable to both parties, and that there were no other objections from the neighborhood. Tennant modified the motion to accept the remarks. McMenamin seconded the amendment. The motion carried unanimously.

12-01-02 Public Hearing – Easement Request – St. Andrew's Square

William Rye asked to withdraw his variance request for 105 St. Andrew's Square, Agenda Item 12-01-03, which followed his easement request on the agenda. Although Rye's request was out of order, no one on Council had any objection and the variance request was withdrawn.

Concerned about the appearance of any conflict of interest, Rapson stated that he lived in St. Andrew's Square, a few houses down from Rye. Lindsey said that was not a reason to abstain from voting since the request had no direct impact on Rapson or his property, but that it was on record that he lived in the same neighborhood.

Rye addressed the Council regarding his request for two easements, one for the fence and columns in the front of the property that encroach less than a foot into the city-owned right-of-way and one a brick retaining wall in the back of the property that encroached from 1.9 feet to 8.1 feet into a city-owned greenbelt. Rye told Council that he inherited some of the issues when he bought the property and created some of the issues himself. Because he bought the property outright, a survey wasn't required when he purchased the home, Rye explained. The fence also encroached onto his neighbor's, the Ferrells, property, in addition to encroaching onto city property. He added he was working with the Ferrells to take care of that issue.

Rye continued that the berm in the back of the property ran across the back for privacy and was put in by the developer. He said he had tried to "max" out his backyard for use by his three daughters and wanted to create a Charleston or Savannah-style private backyard. The berm tapered into the backyard a good bit, Rye said. They pulled the property stakes as they cut into the berm to put in a brick retaining wall. He said several code enforcement officers visited his property on a daily basis during that time. The code enforcers told him not to encroach to the top of the berm. The wall was four to eight feet from the top of the berm. The wall had a double brick top cap. The wall encroached 6.4 feet in one area and 8.1 feet in another area. The playground includes brick pavers, rocks, and bridges. Rye said when discovered the encroachment was an issue he wanted to make sure it was legalized. He added he had spent around $35,000 on his backyard. Jim Williams had expressed concern over the encroachment, Rye said. He had looked at trying to pull the playground forward and out of the city greenbelt. Rye stated he was willing to sign any papers needed to take liability responsibility for any child hurt on the City's property and to work with the City on whatever Council wanted to do.

Lenox explained that this was not a variance request in the classic sense since the structure was not on Rye's property. The request was for an easement from the City to permit him to incorporate the City property into his and leave the structure in place.

Williams pointed out there were two separate areas where easements were needed to correct the problem. The first was in the front area of the house and was relatively minor and accidental when the columns were set for the fence. He recommended that an easement be granted for that.

The second situation in the rear yard was recent construction and no permit was pulled for the construction, Williams stated. Williams said there were two separate parts to that situation. One was the wall that ran most of the distance of the width of the property and encroached about two feet into the greenbelt. Because that wall was just over the line and was well constructed, staff suggested that easement could be granted. The six to eight-foot encroachment would be a serious problem and was a major encroachment into the City-owned greenbelt and could be a serious problem as far as setting a precedent.

Williams continued that during construction, construction traffic came off of Flat Creek Road and across the right-of-way and greenbelt. A number of people complained to Developmental Services and the Building Department. Many of the complaints regarded that and erosion control efforts. Staff recommended that the two minor easements be granted. In return, staff recommended that Rye be required to install landscaping to re-naturalize the greenbelt where it was damaged when the walls were built and from using the greenbelt as a driveway during construction. In addition, the landscaping plan should be professionally done and approved by the Planning Commission before any installation was done so the community could participate in re-naturalizing the area. Staff recommended the third easement not be granted.

Rye added that his chimney also encroached into the setback line, another issue he inherited when he bought the property. The wall in the playground area tapered from one foot to two feet and was built to keep the dirt out of the playground. Rye added that he did ask for a permit to cross the greenbelt after finding out he needed one. Lenox told Rye the situation concerning the chimney was taken care of by granting an administrative variance that afternoon.

Lenox said he was disturbed by this request since greenbelts were the essence of the City and the City was extremely protective of them. He said the greenbelt should be restored and it was the community's property. He said he had no problem with the easement across the front. The error was made a long time ago.

Rapson asked why staff recommended no more than a two-foot encroachment. Williams said it was already there and would probably do more damage to rip it out than to leave it. The other encroachment was significant and could not be justified. Rapson asked if the wall were moved into the playground so it encroached no more than two feet and restoration of the greenbelt beyond the wall would be acceptable. Williams said it would be a consistent acceptable solution.

Tennant asked Rye why the playground was an all or nothing situation. Rye said there were several walls in the backyard. If the back wall had to be pulled in, the wall would be against another wall and the playground wouldn't fit. Rye said he understood the City's position. Tennant asked if the City would be liable if there was an injury on the playground. Lindsey said possibly, and added he had another legal issue. He said there were two different types of easements – exclusive and non-exclusive. The wall made the area part of Rye's yard and if an easement were granted Council would have, in effect, given away City property. Lindsey advised against that, but said the City could sell the property to Rye at market value. He recommended that an easement not be granted, but that it would be a purchase and sell situation. Rye said his preference was for an easement, but if he had to he would purchase the property. He acknowledged it was a difficult subdivision to make thing work. Rye said his work on the property had doubled its value. It had been appraised at $300,000 and now exceeded $600,000.

Rapson agreed with Lindsey that an easement was not the proper thing to do. He agreed with Lenox on the greenbelt and said Rye wouldn't be able to convince a majority of Council that the playground should encroach into the greenbelt. He felt it was an undue hardship and didn't feel the encroachment was intentional. He felt the only solution would be to enter into a sale.

Lindsey recommended Council table the request. He said there were options that needed to be explored and staff would bring a recommendation to Council on December 20. He said it needed to be done without setting a precedent.

Lenox restated what Lindsey suggested. Council was willing to contemplate selling Rye just enough land to accommodate the law, not more than two feet wide. A professional landscaping plan to restore the greenbelt was expected. Lenox told Rye it would be well worth spending $300 to $400 to have a professional designer come up with a plan. Lenox added that any expenses for the sale, including a survey, contracts, descriptions, would be paid by Rye. Rapson said they were asking Rye to work with City staff. Rapson said he had one other condition. Council had a letter from another neighbor regarding the berm and asked Rye to work with them on their issues.

Rapson asked Rye to come back with a plan sanctioned by City staff to take the berm off his neighbors' property. McMenamin and Fritz both told Lindsey they needed assurances that it would not set a precedent.

Lenox moved to continue the hearing until the December 20 meeting pending a report from the City Attorney. Fritz seconded. The motion carried unanimously.

12-01-04 Consider Recommendation for City Flag

Jan Zink, vice chair of the Recreation Commission, presented the Commission's suggestion for a City flag. Zink continued that Council had asked the Recreation Commission to design a flag and City logo in November 2000. None of the process had been taken lightly, Zink said. She added that a lot of love and hard work went into the design. Marilyn Haas designed the proposed flag, which included the current tree logo. Zink said the tree was included because it represented the City's heritage. The five globes on the tree represented the City's five villages. The path on the design represented the City going into the future. Zink said there had been a lot of input from citizens as well. City businesses were already asking about the flags, she continued. As soon as a decision was made, the flag was ready to go out for bids. The estimated cost for an indoor 3-foot by 5-foot embroidered flag was $200—$250. The estimates for good quality outdoor flags was $50—$70 each depending on the number ordered. Zink said that due to current budget constraints the Recreation Commission recommended that only the flag be considered at this time. She added that the cost for changing the logo on letterhead, vehicles, uniforms, and other areas would be significant. The Recreation Commission would also like to have a workshop with Council before December 20 to discuss the proposed design.

Lenox agreed that it would be expensive to duplicate the logo at this time. Both Lenox and Tennant commented that the flag and the logo did not have to be the exact same design.

Fritz told Zink that she had mixed emotions about the design and preferred to have a workshop to discuss it. Tennant commented that he thought the design looked great.

A workshop was scheduled for Monday, December 17, at 5:30 p.m., with the Recreation Commission to discuss the City flag design.

12-01-05 Consider Adjustment to AT&T Franchise Agreement

Administrative Services Director Jane Miller reported to Council that AT&T had notified the City regarding a Federal Communications Commission (FCC) opinion which allowed cable companies to charge customers, and to itemize on customer bills, franchise fees on non-subscriber revenues such as home shopping commissions and advertising revenues. Miller continued that AT&T would be increasing the franchise fee charged to subscribers in the City from 4% to 4.23%. Miller said it would be noted on the bill that the fees increased because the City opted to include the revenue in the franchise fees. She said it would increase the City's revenues from the franchise fees by $9,600 per year, but that staff recommended against the proposed fee increase.

Several councilmembers indicated that this would just be a hidden tax increase for citizens and they could not support it. Rapson moved to not pass along the franchise fee increase. Tennant seconded. The motion carried unanimously.

POSITION PAPER
Proposed Easements: Rye Residence, 105 St. Andrews Square
Director of Developmental Services
November 29, 2001

Situation:

Mr. William Rye is the owner of the residence at 105 St. Andrews Square. He recently applied for a variance. During a review of the plat for the proposed variance, it was discovered that a number of the improvements related to Mr. Rye's property actually extend over his property lines onto city property. Mr. Rye was informed he would need to deal with these encroachment problems concurrent with his variance application. Therefore, he has requested easements from the city for the existing encroachments (Attachment "A").

Facts:

1. In the front of the property, four masonry columns and a connecting fence are partially on city-owned right-of-way. These improvements were constructed some years ago prior to Mr. Rye purchasing the property. The maximum encroachment is less than one foot.
2. In the rear of the property, a brick retaining wall has been constructed across most of the width of the lots. Most of this wall is on a city-owned greenbelt. These improvements were constructed within the past year by Mr. Rye without a city permit. The encroachments vary from 1.9 feet to 8.1 feet (Attachment "B").
3. A children's play area has been established on a portion of the greenbelt inside the retaining wall.

Recommendations:

The staff makes the following recommendations:

1. That Mr. Rye be granted an encroachment easement for the fence and columns in the front yard;
2. That Mr. Rye be granted another easement for the portion of the retaining wall that encroaches no more than two feet into the greenbelt;
3. That Mr. Rye be ordered to remove all man-made improvements that encroach more than two feet into the greenbelt area;

4. That, in return for the two easements, Mr. Rye agree to install landscaping to re-naturalize the greenbelt to repair the damage done by constructing the retaining walls and illegally using the greenbelt for construction access to his rear yard; and

5. That the above landscaping be in accordance with a professionally prepared plan that must be approved by the Planning Commission prior to the installation of any new material.

JBW/jir

Attachments "A" – "B"

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: 105 St Andrews Sq, PTC GA 30269

The reason this variance is being requested is as follows: Exist walls (Masonry Walls) Encroach on to A Jacent City Property. This is a request for easements and not a request for a variance.

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

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

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

a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;

b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and

c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

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

Name: (Please type or Print) William Rye

Address: 105 St. Andrews Sq, PTC, GA 30269

Phone: 678-364-1131 Cell 678-641-2385

Signature: William Rye

****

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

Signature: [signature]

Title: ZONING ADMINISTRATOR

Date of Acceptance: November 16, 2001

Date of Public Hearing: December 6, 2001

07/01/01

Attachment "A"

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC

Attorneys-At-Law

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* Florida
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December 28, 2001

Mayor and Council
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

re: Available Options for Encroachment of Greenbelt by Mr. Rye

Dear Mayor and Council:

At a previous Council meeting, the staff was directed to examine possible alternatives available to Council to resolve the problem created by Mr. Rye's encroachment into the City owned greenbelt. We have looked into the legal issues to determine what options, if any, are available to the Council to rectify this situation caused by the encroachment.

<u>Authority to Convey Property</u>

There is a preliminary issue as to the City's right to sell or otherwise dispose of the property at all. The courts have found a clear distinction between property held by a city for corporate use by it as an entity, such as city buildings, and property held by a city for the public use and benefit of its citizens, such as parks. A city has unquestioned authority to dispose of property held in its proprietary capacity for strictly corporate purposes. In contrast, a city cannot sell, lease or grant easements in property acquired for and dedicated to the public use of its citizens without express legislative authority. The property must be devoted to the use and purpose for which it was dedicated. <u>Tuten v. Brunswick</u>, 262 Ga. 399, 418 S.E.2d 367 (1992).

The property in question appears to be a right-of-way that was intended to be kept as green space. The Peachtree City Charter defines a "greenbelt" as "an area of land to be dedicated to the city which shall remain undisturbed, insofar as possible, from its natural state to form a screen or buffer." Peachtree City Code, Appendix B, § 201 (ff). The City arguably does not have authority to convey its greenbelts to private citizens to erect structures. A citizen could challenge the conveyance of any interest in the greenbelt property, whether through sale, lease, easement or trade, on the grounds that the City has no authority to convey the property. However, because the property is part of a right-of-way, and not simply a greenbelt, then the City probably has authority to dispose of it.

Methods of Disposing of Municipal Property

Section 36-37-6 of the Georgia Code establishes a comprehensive method for disposal of municipal property. First, a city may sell property outright. The law requires publication of notice of intent to sell, and the city must sell the property to the highest bidder. Section 36-37-6 provides exceptions to these general requirements, however. The city may sell a "narrow strip[] of land, so shaped or so small as to be incapable of being used independently"to an abutting property owner, under terms and conditions set out by ordinance. Id. § 36-37-6(g). In doing so, the city may bypass the requirement of public notice and sale to the highest bidder. Moreover, the city may trade the property for property of equal or greater value, after public notice, when that is "deemed to be in the best interest of the municipal corporation." Id. § 36-37-6(c). The value of both properties must be determined by appraisals. Section 36-37-6 contains other provisions for disposing of property, none of which would apply here.

The City has indicated that it might want to give the homeowner an easement to use the property. An easement is a conveyance of interest in property, although more limited in scope than an outright transfer of full title. Therefore, the requirements of Section 36-37-6 apply to easements just as they would apply to any other disposal of city property.

Based on the foregoing, the City of Peachtree City has several options. First, it could offer to sell the property, or an easement in the property, to the highest bidder after public notice. Second, it could offer to the sell the property, or an easement in the property, to the homeowner without public notice and without accepting bids if it is a small, narrow strip of land incapable of being used independently. The terms of this sale must be set out in a City ordinance. Peachtree City does not currently have an ordinance addressing this type of sale but could enact one. Third, the City could trade the property, or an easement in the property, for other property belonging to the homeowner after an independent appraisal of the value of the two properties. Of course, the City could elect to require the homeowner to remove the structures from the greenbelt.

Should you wish to discuss this matter, please do not hesitate to call.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

I:\PTC\CITY\MISC\RYE Greenbelt Issue\Letter to Mayor and Council.wpd

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Manager

FROM: Director of Developmental Services JBW/gp

DATE: December 14, 2001

SUBJECT: Proposed Rye Easement

Attached for your information are excerpts from the Council minutes for the meetings of July 1, 1999, and August 5, 1999. These excerpts concern the McAllister land swap. They were requested by Council as background information for the proposed encroachment easement being requested by Mr. Rye in the St. Andrews Square Subdivision.

JBW/jir

Attachments

07-99-01 Public Hearing – McAllister, 205 Creekbed Court

Lenox read the rules for conducting a public hearing and allowed 40 minutes for each side to present its case.

Brian McAllister addressed Council and stated his family was in a hardship. He explained that his home was the first built in his cul-de-sac in 1973. He said that at the time it was built, a split-rail fence with hog wire was installed in the back yard.. He said shortly there after, the City put in a cartpath near the east side of property to gain access to the Flat Creek golf course. He said a pool and surrounding fence was installed in 1989. He said the building permits were issued and the structures were inspected by the City using the existing split-rail fence as the boundary for the lot. He said that shortly after that, the owner erected a 10x20-ft storage shed on the side of the property, which extended over the split-rail fence line. He said the shed was built on a slope and propped up with cinderblocks. McAllister said his family purchased the house in August of 1997. He explained that his wife used his "power of attorney" to close the mortgage because he was out of town. He said the closing papers included a survey, which showed the existing split-rail fence to be off the back property line; however, neither the realtor nor the attorney pointed this out to his wife.

McAllister said he asked his realtor about the procedure for obtaining a building permit to replace the fence because it was 23–years old and rotting. He said the hog wire was rusted and the fence was over grown with poison ivy. His realtor advised him that he did not need a building permit to replace an existing fence, so he and his wife proceeded to replace the fence with a 6-foot cedar privacy fence along the existing fence line. McAllister said he had since learned, that a building permit had been necessary because the new fence was more than four-feet high. He pointed out that if he had replaced the fence with a four-foot fence, a building permit would not have been required. McAllister explained that it was a great effort for him and his wife to install the fence. He said it was 430 feet in length with 55 eight-foot panels, 58 postholes dug and over 5,000 3-inch screws installed. He said their intentions were to clean up the property and make it safe for their children. He said the clean-up effort took fifteen trips to dump.

McAllister said he felt the storage shed was unsafe because it was propped up with cinder blocks, so he and his wife moved it to a flat area of the back property. Shortly after moving the storage shed, the Code Enforcement Officer came to his house and told him that it had be moved 30-feet from the rear property line. He said they moved the shed again, to a location measuring 30–feet from the rear fence line, as instructed.

McAllister explained that after living in the home 18 months, they decided to move back to

Denver, Colorado to be closer to their family. He said a contract was quickly placed on the home and they proceeded to move. He said that one week before the closing was to take place, he received a phone call from his realtor, who told him that there was a "cease and desist" order placed on the house because the boundary fence extended 60 feet into the City's greenbelt. He said he pulled his survey from his original closing papers and discovered that it did indeed show the fence extending into the greenbelt. He said the sale of his home fell through because of the situation and he could not sell the property until the situation was resolved. He said he now had two mortgages and a bridge loan in place.

Mr. McAllister felt there were two choices that Council could make. He said they could force him to tear down the fence and destroy his backyard or they could agree to swap an equal amount of property with him. He explained that the City encroached onto his property with the cartpath and he would be willing to deed that property (8,810 SF) to the City and asked that in return, the City deed the property between his fence line and property line (8,806 SF) to him. He said the City Attorney had prepared a legal opinion that stated that a city government could annex a citizen's property, but that those "squatter's rights" did not apply for a citizen to annex a municipal government's property. McAllister asked Council to work with him and help settle a 26-year land dispute.

Mr. McAllister's next door neighbor spoke in favor of the proposal. He said McAllister had been a good neighbor and had always consulted him to ensure that nothing he did would affect his property. He said that the McAllister's were very attentive to their children and replaced the fence as soon as they moved in, following the existing fence line.

Jim Williams, Director of Developmental Services, spoke in favor of granting a variance to allow the existing pool and its surrounding fence to remain; however, he was not in favor of the land swap to allow the existing privacy fence to remain.

Hearing no one else speak in favor of the variance, Lenox asked to hear from those opposed. Hearing none, Lenox asked if there were any questions. Hearing none, Lenox called the hearing to a close and opened the floor for Council debate.

Jim Pace said he felt one would have to inspect the property to render a fair decision. He said he had inspected the site and felt that there was really only one conclusion. He felt that conclusion was to agree to the land swap as proposed. Pace said the City's cartpath was almost entirely on McAllister's property and he would never support a one-sided adverse possession, even if it were legal, because he did not feel it was fair. He described the property as an established 20-year old back yard landscaped with azaleas, trees, sod, etc. He felt it would be criminal to destroy the yard and to go to the expense of ripping up the cartpath and relocating it, as well as an existing sewer manhole. He also said large trees would need to be cut down for the relocation. Pace felt that nothing would be accomplished by all of the disruption and that, if Council agreed to the land swap, Mr. McAllister would not gain anything of value because he would giving the City an equal amount of property. Pace said he was familiar with the previous fence and that the new fence was much more attractive. He said he could not support giving City greenbelt to residents but that in this case, it would not be given away. He said it would be exchanged for an equal amount of property. He said he did not believe the land swap would set a precedent because the situation was so unusual, he did not think it could be duplicated. However, he said, if the same situation did arise, it could be decided at that time on its own merit. He said the only precedent being set, in his opinion, would be that common sense in government was not an "oxy moron." He also said he could not understand why the boundary dispute had not been noticed in the prior home sales.

McMenamin agreed with Pace and supported everything he said. She said Lindsey's legal opinion was confusing, but that when she visited the site, she also felt it was common sense to grant McAllister's request.

Lenox said if Council approved the land swap, there would be no need for a variance for the pool and its fence. Brooks asked if the corner of the house would violate any setback requirements if McAllister's side property were deeded to the city. Williams said it would not cause any problems.

Pace felt the land swap would officially bring the land into compliance for its existing use for the past 25-years.

Lenox said he could not remember a situation similar to this. He said the City was encroaching on a property owner's land and the property owner was encroaching onto the City's land. Pace felt it would cost more than $5,000 to relocate the cart path.

Fritz said she understood Pace's comments, but she did not want to see people expanding their rear property lines by encroaching into the greenbelt. Pace felt McAllister's situation was different in that he was offering an equal amount of land to the city in return, and that the City was encroaching onto his land. Fritz asked the City Attorney if the land swap could be done and not set a precedent. Lindsey said it was a unique situation and he could not imagine that the same situation could be duplicated.

Pace made a motion to direct city staff and the city attorney take necessary steps to swap land with Mr. McAllister as proposed. McMenamin seconded. Motion carried with Fritz abstaining.

07-99-02 Consider Funding – Concept Design for SR 54/Walt Banks Road Properties

Williams said the development of the property located at the corner of Walt Banks Road and Highway 54 had been in dispute for over 10 years. He felt that the City, residents, and the developers were close to working out a compromise. He said the property in question comprised 74 total acres, with 34 acres being owned by Mr. Lassiter and the other 40 acres being owned by

City Council of Peachtree City
Minutes of Meeting
August 5, 1999
7:00 p.m.

The City Council of Peachtree City met in a regular session, Thursday, August 5, 1999, at 7:00 p.m. in the City Hall Council Chambers. Mayor Robert L. Lenox led those attending in the pledge of allegiance. Other Council members present were: Annie McMenamin, Carol Fritz, Jim Pace and Bob Brooks.

ANNOUNCEMENTS, AWARDS, SPECIAL RECOGNITION

There were no announcements, awards or special recognitions.

MINUTES

McMenamin made a motion to approve the minutes of July 12, 1999, as presented. Pace seconded the motion. Motion carried unanimously with Brooks abstaining.

McMenamin made a motion to approve the minutes of July 15, 1999, as presented. Fritz seconded the motion. Motion carried unanimously.

Brooks made a motion to approve the minutes of July 22, 1999, as presented. McMenamin seconded the motion. Motion carried unanimously.

OLD AGENDA ITEMS

There were no old agenda items.

NEW AGENDA ITEMS

08-99-01 Public Hearing – Proposed Land Swap of 0.202 acres with McAllister, 205 Creekbed Court

Lenox read the rules for conducting a public hearing and set a time limit of 10 minutes for each side to present its case.

Jim Williams, Director of Developmental Services, explained that on July 1, 1999, Council directed staff to initiate a land swap which would affect the property located at 205 Creekbed Court. The owner of that property, Mr. Brian McAllister, had offered to swap an 8,810 square foot parcel of land containing a section of the City's cart path in exchange for an 8,804 square foot parcel of City-owned greenbelt. The greenbelt was adjacent to McAllister's lot and had been fenced and used as part of his property for many years. Williams suggested if

Council approved the land swap, that it be conditional on Mr. McAllister reimbursing the City for its legal and advertising expenses.

Hearing no one speak in favor or in opposition to the land swap, Lenox called the hearing to a close and opened the floor for Council debate.

McMenamin asked the City Attorney, Jim Webb, if he had reviewed the situation and if everything was in order. Webb replied that he had reviewed the situation and everything was in order. McMenamin expressed concern about having McAllister pay the City's legal expenses. She said there had been many instances in which the City had to obtain a legal opinion to address a citizen's need and the City had never been reimbursed for the expense. She also felt that the City was partly to blame for the situation. She said she would feel more comfortable sharing the expenses with McAllister. Pace agreed with McMenamin.

Fritz had concerns about the land swap. She said 60 feet was a substantial amount of land and she felt that allowing a citizen to acquire such a large portion of the City's greenbelt would set a harmful precedent.

McMenamin made a motion to approve the land swap with the understanding that McAllister and the City would equally share the advertising and legal expenses. Pace seconded the motion. Motion carried with Fritz opposing.

08-99-02 Residents of Sagamore/Belvedere – Petition/Concerns
AMLI Apartments and Line Creek Parkway

Mr. Jere Williams presented a petition to Council, signed by 176 residents of Sagamore and Belvedere Subdivisions. The petition expressed their concerns about the entrance/exit of the AMLI Apartments and the proposed Line Creek Parkway. Williams said all of the 97 homes located in the subdivisions were represented on the petition and several residents were present to support it. Williams explained that the petition objected to the one and only entrance/exit from AMLI Apartments onto Kedron Drive, and requested that the entrance/exit be relocated to Senoia Road. The petition also requested that the proposed Line Creek Parkway not be developed. The citizens felt the road would only accommodate Coweta County residents. The petition asked that, if the Line Creek Parkway had to be developed, it should be relocated to merge with Kedron Drive South so that it would not be close to a residential subdivision.

Harry Vandercrab, 209 Brighton Path, spoke in favor of the petition. He said he had previously lived in apartments and felt that residents of the apartments would want two entrances. He felt that if only one entrance/exit was located on Kedron Drive, there would be traffic problems.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Deputy City Clerk

VIA: City Manager

DATE: January 11, 2002

SUBJECT: Alcohol License – NEW – The Famous Fish Company

The Famous Fish Company located at 300 City Circle has submitted an application to sell alcoholic beverages. Mr. Bruce Scott has asked to be appointed as the Licensee and the License Representative. Mr. Scott will be present at the meeting on Thursday, January 17, to answer any questions you may have.

Because Mr. Scott has lived overseas, where the criminal background check process is more cumbersome, the Police Department has not received written documentation regarding his criminal history record. However, through verbal conversations with authorities in the United Kingdom, the department is satisfied with the information it received on Mr. Scott's record.

Staff recommends approval of the license, with the understanding that the written documentation from the Criminal Information Center in the United Kingdom must be provided for the files as it becomes available in the next two to three months.

:pd

Attachment

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police for Peachtree City, certify that information was received from Investigator Phil Geach, of the Thanes Valley Police, United Kingdom, concerning Mr. Bruce Scott. Mr. Scott's current address is 314 Hyacinth Lane Peachtree City, GA.

According to Investigator Geach, he has personally reviewed Mr. Scott's criminal history record and there is no indication that Mr. Scott has been convicted of a felony, misdemeanor or civil violation relating to the sale or use of alcoholic beverages or illegal drugs. As required, the information provided by Investigator Geach is applicable for five (5) years, prior to the date of the application for this license. In addition, the Peachtree City Police Department has received a facsimile transmission from the Central Buckinghamshire Magistrates Court in the United Kingdom. The facsimile states that there are no penalties pertaining to Mr. Scott's alcohol beverage license and the license has therefore been renewed until April 2004.

James V. Murray
Signature

Jan 3, 2002
Date

Major Mike Dekeu
Witness

Note: This approval is contingent on the applicant providing written documentation from the United Kingdom regarding his criminal history record status and information regarding civil licensing violations, if any. It is understood that this information may take approximately five or six weeks to process.

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Chief Murray**

FROM: **City Clerk**

DATE: **December 17, 2002**

SUBJECT: **Alcohol License – NEW – The Famous Fish Company**

An application has been submitted for an alcohol license for The Famous Fish Company, a fish restaurant located at 300 City Circle, Suite 1520. Mr. Bruce Scott has requested that he be appointed as the Licensee and as the License Representative. The application and consent form are attached.

Please conduct a criminal background investigation on Mr. Scott. Council will consider the request at the January 3rd City Council meeting; therefore, I will need your approval prior to December 27th.

:pd

Attachments

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: THE FAMOUS FISH Co.	**Business Location:** 300 CITY CIRCLE SUITE 1520 PEACHTREE CITY GEORGIA 30269	
Nature of Business: FISH RESTAURANT	**Mailing Address:** P.O. BOX 2748 PEACH TREE CITY GEORGIA 30269	**Business Phone Number:** 770-632 1880
Name of Licensee: THE FAMOUS FISH Co. INC	**Home Address:** AS ABOVE	**Home Phone Number:** AS ABOVE
Name of License Representative: MR. BRUCE SCOTT	**Home Address:** 314 HYACINTH LANE PEACHTREE CITY GEORGIA 30269	**Home Phone Number:** N/A.

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
	Malt Beverage	✓	Malt Beverage		Malt Beverage
	Wine	✓	Wine		Wine
	Distilled Spirits		Distilled Spirits		Distilled Spirits

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
BRUCE SCOTT	314 HYACINTH LANE P.T.C. GA, 30269	(H) – N/A (B) – 770 – 632 1880

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

AFFIDAVIT AND CRIMINAL HISTORY CONSENT FORM FOR ALCOHOLIC BEVERAGE LICENSE APPLICATION WITH THE CITY OF PEACHTREE CITY

BRUCE SCOTT (PRINT FULL NAME), swear that I am at least 21 years of age and am competent to provide this affidavit..

My address is: 314 HYACINTH LANE P.T.C. GEORGIA 30269. I have resided at this address for: 0 years and 1 months. My previous addresses for the last 10 years are as follows: 12 HILLCROFT ROAD, TYLERS GREEN, BUCKINGHAMSHIRE HP10 8EA

27 LOUDHAMS ROAD, LITTLE CHALFONT, BUCKINGHAMSHIRE

Social Security #: AWAITING NEW NO. Driver's License #/~~State~~ U.K.: SCOTT 611202 B99 PG 23

Date of Birth is: 20.11.1962 Race: EUROPEAN Sex: MALE

I ~~have~~/have not, within 5 years prior to this application, been convicted of, (or entered a plea of nolo contendere to) any felony or misdemeanor relating to the sale/use of alcoholic beverages or illegal drugs.

I ~~have~~ / have not ever been ever arrested for a crime. If so, details below and the disposition of the arrest are listed below. I understand that failure to disclose any arrest (including DUI's) may result in denial of the application.

(Attach a separate sheet if necessary.)

I ~~have~~ / have not ever had beneficial interest in any other alcoholic beverage business in this or any other state in which the alcohol license was denied, revoked or other disciplinary action taken. **(Beneficial interest here means when a person holds the license in his own name or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest, or derives any economic benefit from, or has control over a business.)** If so, please describe in detail. Attach a separate sheet if necessary:

I am / ~~am not~~ the applicant for license representative. If so, I swear that I am a manager of the business and a resident of the State of Georgia.

I have read the Peachtree City Ordinance regarding the sale of alcoholic beverages and I understand and will comply with the rules and regulations. I hereby authorize the PEACHTREE CITY POLICE DEPARTMENT to receive any criminal history record information pertaining to me, which may be in the files of any state or local criminal justice agency. I solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for city license for sale of alcoholic beverages are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

SIGNATURE OF APPLICANT

CLAIRE ROGERS NOTARY PUBLIC FAYETTE COUNTY GA

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered to me, has sworn that said statements and answers are true.

NOTARY PUBLIC: Claire Rogers This 7 day of Dec, 2001.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Councilmembers**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **January 30, 2002**

SUBJECT: **Revised CAR on Requests for Legal Opinions**

At the last meeting, City Council discussed a process for handling requests for legal opinions. After Council input, the City Attorney has submitted revisions to the CAR that we believe reflect Council's directives. That revised CAR is attached for your review and possible approval.

/jsm

Attachment

LEGAL OPINION NOTIFICATION AND DISTRIBUTION

I. Purpose

The purpose of this CAR is to detail the procedures for obtaining legal opinions from the City Attorney by city staff and elected officials.

II. Policy

It is the policy of the City of Peachtree City to ensure the Mayor and Councilmembers remain informed of all issues on which certain written legal opinions have been requested from the City Attorney. To that end, a copy of all legal opinion requests by either elected officials and staff shall be forwarded to the Mayor and Councilmembers, who shall also receive copies of the resulting, written legal opinion. Likewise, the City Attorney shall notify the City Manager of all verbal requests for legal opinions made by either elected officials or staff if any such request has a direct impact on the City Council or an impact on any member of the City Council other than the person making the request.

III. Responsibility

All legal opinion requests from staff shall be made via the City Manager, or via the City Clerk in the absence of the City Manager. The Mayor and Councilmembers may direct the City Manager to seek a legal opinion or may contact the City Attorney directly to make the request, and the City Attorney shall then inform the City Manager of any such direct requests. It shall be the responsibility of the City Manager and City Clerk to forward a copy of all legal opinion requests and legal opinions to the Mayor and City Councilmembers upon receipt of those documents.

APPROVED:

City Council
City Manager
Administrative Services Director/City Clerk

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC

Attorneys-At-Law

James H. Webb Jr. *
Richard P. Lindsey
H. Clay Collins
Carlton H. Jones III
Jonathan J. Wade

Michele M. Bradley
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E-mail:
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Web Site:
www.webb-firm.com

Other Offices
Atlanta, Georgia
McDonough, Georgia
Peachtree City, Georgia

Other licenses:
* Florida
† Illinois

February 1, 2002

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

RE: Inmate Housing Agreement With Fayette County

Dear Mayor and Council:

Before your consideration is the Inmate Housing Agreement which we have negotiated with Fayette County. This Agreement will replace the 1993 Agreement between the County and the City.

Under the proposed Agreement, the City will continue to collect the ten (10%) percent jail fund surcharge which we have been assessing against all citations since we entered into the 1993 Agreement with the County. In addition, under the proposed Agreement the City may owe additional monies to the County for the cost of housing inmates depending on the exact number of prisoner days utilized by the City and the amount of the previously mentioned ten (10%) percent surcharge collected by the City and given to the County. Under the new Agreement, the County will charge the City a per diem rate for the housing of prisoners. The amount of this per diem is $30.00 for the first fifteen (15) prisoners and $43.70 for each prisoner over fifteen (15). Additionally, the City is not charged for the first day of each prisoner's incarceration. Finally, the Agreement provides for the modification of the per diem rate depending on the previous year's actual maintenance and operation costs of the jail facility and also provides for modification of the number of prisoners for which the County will give the reduced per diem rate.

Based upon information provided to me around the 24th of January, 2002, it appears that this Agreement will result in very little, if any, financial impact upon the City. Of course, the exact impact will depend upon the amount of use of the jail by the City and the amount of fines paid to the City for criminal violations.

I anticipate that there will be a few minor changes to the Agreement before the Council meeting of February 7, 2002. Fayetteville is presently negotiating some of the language in the Agreement. If there are any changes, I will alert you to those prior to the meeting.

Best regards.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

RPL:jmf

INMATE AGREEMENT

This Agreement entered into this ____ day of __________________, 20__, by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and City of Peachtree City, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

W I T N E S S E T H:

ARTICLE I. **Purpose**

A. Purpose. This Agreement between Fayette County, hereinafter the "County"; and City of Peachtree City, hereinafter the "Confining Jurisdiction", is for the purpose of establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility". The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

B. Responsibilities. This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. Inmate Day Rate.

(1) The Parties will determine the inmate day rate annually as set forth in Article VIII of this Agreement. The inmate day rate is arrived at by determining the cost of each bed by dividing the maintenance and operations costs of the Jail Facility in the previous fiscal year of the County by the total number of "inmate days" for the same period of time. "Inmate days" is the total of all daily census numbers collected by the Sheriff during the subject period. For the purpose of the initial term of this Agreement, the Parties agree that the inmate day rate shall be $43.70.

(2) The Parties agree that the Confining Jurisdiction shall receive a reduced inmate day rate of $30.00 per day for a certain number of inmates per day. The Parties agree that the number of inmates for which a reduced inmate day rate will be charged shall be adjusted annually at

the same time the inmate day rate is adjusted as set forth in Article VIII. The number of inmates granted the reduced rate shall be the average daily inmate population of the Confining Jurisdiction during the immediately prior fiscal year plus three (3) as established by the Sheriff's Department inmate data. The Sheriff's Department inmate data provides that the average daily population last year for the Confining Jurisdiction was 15. During the initial term of this Agreement the number of inmates that will receive the reduced rate is 15. For purposes of determining the average daily inmate population of the Confining Jurisdiction during the immediately prior fiscal year, a number representing the average daily inmate population shall be rounded down to the nearest whole number if it ends in .49 or less. Conversely, a number representing the average daily inmate population shall be rounded up to the nearest whole number if it ends in .50 or more.

(3) The Parties further agree that the reduced inmate day rate shall be established annually at the same time the inmate day rate is adjusted as set forth in Article VIII. The reduced inmate day rate shall be 68.6% of the inmate date rate as adjusted.

(4) The Parties further agree that on each day that the number of inmates confined for the Confining Jurisdiction exceeds that number of inmates entitled to receive a reduced rate, the regular inmate day rate as set out in Article I, Para. C(1) shall be charged for the number of inmates exceeding that number of inmates entitled to receive a reduced rate.

ARTICLE II. **General**

A. Funding. The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on all fines handed down in its Municipal Court consistent with law for the Jail Construction Fund. The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to ten (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to ten (10%) percent of the original bail or bond shall be paid over to the County. Said Jail Construction Fund may be used for constructing, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. Scope of Funding Obligation. The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated as a result of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

ARTICLE III. **Covered Services**

A. Bed space. The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph C of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether or not space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

B. Basic needs. The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

C. Unit of service and financial liability. The unit of service will be "inmate day" (one person per census as taken by the Sheriff's Department which census shall be taken approximately the same time each day). The inmate day begins on the date that the inmate is present for the census taken by the Sheriff's Department. For the purposes of this Agreement, the day of arrival shall be the first date on which the inmate is present for the census. The County will bill the Confining Jurisdiction for the date of departure but not the date of arrival. Should the date of arrival and the date of departure occur on the same day, there will be no charge to the Confining Jurisdiction. If an inmate is brought in at any time during a calendar day prior to the census being taken and the inmate is present during the census, this day shall count as the date of arrival. If the inmate is brought in after the census is taken, then that portion of the calendar day shall not be counted as the day of arrival. Likewise, if an inmate is released prior to the census being taken for the day, that date shall not count as the date of departure, but rather, the day on which the inmate was last present for the census shall count as the date of departure.

D. Interpretive services. The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

ARTICLE IV. **Receiving and Discharging Inmates**

A. Required activity. Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

B. Restricted release of inmates. The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of *habeas corpus*. If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

C. County right of refusal. The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

ARTICLE V. **Medical Services**

Access to health care. The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdictions's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.

ARTICLE VI. **Period of Performance.**

This Agreement shall remain in effect until December 31, 2002. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least sixty (60) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the Jail Construction Fund.

ARTICLE VII. **Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

ARTICLE VIII. **Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall adjust the inmate day rate in the month of December of every year, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the maintenance and operations cost of the Jail Facility for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the maintenance and operations cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility. The annual maintenance and operations cost for the Jail Facility is available at the beginning of the new fiscal year (July of each year) for the County. The County shall notify the Confining Jurisdiction of the new inmate day rate for the subsequent calendar year by no later than September 15 of each year.

ARTICLE IX. **Enrollment, Invoicing, and Payment**

A. Invoicing. The County shall submit an original itemized invoice containing the following information: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

____

____

____

____

Phone: ________________________

Fax: __________________________

B. Payment. The Confining Jurisdiction will remit funds collected for the Jail Construction Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of Jail Construction Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term. The number of inmate days shall be broken down into the number of days for which the Confining Jurisdiction is charged the inmate day rate, if any, in addition to the number of inmate days for which the Confining Jurisdiction is charged the reduced inmate day rate pursuant to Article I of this Agreement. If the total amount of Jail Construction Funds received by the County from the Confining Jurisdiction is less than the amount represented by the number of inmate days for which the Confining Jurisdiction is responsible, combining both the inmate day rate and the reduced inmate day rate, the Confining Jurisdiction agrees to remit the difference to the County within thirty days of receipt of the invoice by the Confining Jurisdiction. If the total amount of the Jail Construction Funds received by the County from the Confining Jurisdiction exceeds the amount represented by the number of inmate days for which the Confining Jurisdiction is responsible, combining both the inmate day rate and the reduced inmate day rate, the County shall apply said overage to the next twelve (12)-month term.

C. Accounting of Jail Construction Fund. The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the Jail Construction Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the Jail Construction Fund penalty. These reports shall be submitted to the County Finance Department within three (3) business days subsequent to the session of court at which these cases were disposed.

ARTICLE X. **Indemnification Provisions**

A. Indemnification (County). The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

B. Defense of suit (County). In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X(A), including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction in obtaining recovery.

D. Other jail facility. For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

E. Indemnification (Confining Jurisdiction). The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to the performance of work under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

F. Defense of suit (Confining Jurisdiction). In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X(E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

ARTICLE XI. **Financial Records**

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The 3-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

ARTICLE XII. **Dispute Resolution**

A. Average Daily Inmate Population. In calculating the average daily inmate population for the previous year, the Parties shall utilize the monthly data compiled by the Sheriff's Department and submitted to the Confining Jurisdiction. Should the Confining Jurisdiction disagree with the monthly information received from the County, the Confining Jurisdiction shall raise this issue on or before its timely satisfaction of its obligation to remit payment to the County for the prior month's inmate population. If after reviewing the figures, the Parties continue to disagree on the average daily inmate population, then the Chief Administrative Officer or his designee from each Party shall meet to discuss the discrepancy. The number produced from this review shall be the new average daily inmate population for the month in question. The twelve (12) monthly reports submitted by the County to the Confining Jurisdiction shall be the basis upon which the County determines the average daily inmate population for the Confining Jurisdiction for the prior fiscal year. This number shall be used to determine the number of inmates who will receive a reduced inmate day rate in the ensuing term.

B. Maintenance and Operations Cost. The County shall maintain and calculate the yearly maintenance and operation costs of the Jail Facility. The allocation of all such expenses included in the maintenance and operation costs shall be as accomplished in Fiscal Year 2000-2001. The Confining Jurisdiction shall be provided with a copy of the accounting records for those expenses for the Fiscal Year 2000-2001. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses for the maintenance and operations has changed from the Fiscal Year 2000-2001, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation. If after this meeting, the Confining Jurisdiction continues to believe the allocation of expenses varies from the allocations of the Fiscal Year 2000-2001, then the Confining Jurisdiction shall have the right to terminate this Agreement with sixty (60) days notice to the County so long as notice of said termination occurs no later than November 1 of any calendar year at issue.

C. Other Matters. All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette Superior Court.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY, GEORGIA

BY: ______________________________
Gregory M. Dunn, Chairman

(SEAL)

Attest:

____
Deputy Clerk

CITY OF PEACHTREE CITY

BY: ______________________________
Steve Brown, Mayor

(SEAL)

Attest:

____
Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: January 31, 2002

SUBJECT: Alcohol License – NEW – Café Havana

Café Havana located at 290 North Highway 74 (Wisdom Pointe complex) has submitted an application to sell alcoholic beverages. Mr. Donald Stuart Fail has asked to be appointed as the Licensee and the License Representative. Mr. Solorzano will be present at the meeting on Thursday, February 7, to answer any questions you may have.

: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:

Donald Stuart Fail
Name

465 South Ridge Senoia, GA 30276
Address

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

James V. Murray
Signature

1-14-02
Date

Major R.M. DuPree
Witness

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Cafe Havana	**Business Location:** WISDOM POINTE COMPLEX	
Nature of Business: CUBAN & SPANISH CAFE	**Mailing Address:** 290 . N. Hwy 74, PTC. 30269	**Business Phone Number:** 770-631-1113
Name of Licensee: DONALD STUART FAIL	**Home Address:** 465 SOUTH RIDGE, SENOIA 30276	**Home Phone Number:** 770-599-8686
Name of License Representative: DONALD STUART FAIL	**Home Address:** 465 SOUTH RIDGE, SENOIA 30276	**Home Phone Number:** 770-599-8686

[illegible]

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

[illegible]

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
~~Michelle Bay - Fail~~	~~465 South Ridge Senoia GA 30276~~	~~770-599-8686~~ ~~770-631-8914~~
~~Patrick Azzarito~~		
~~Ayman Amin~~		

Is any person who owns an interest in the license an employee of the City of Peachtree City? ____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: January 31, 2002

SUBJECT: Alcohol License – NEW – El Tapatio

El Tapatio Mexican Restaurant located at 114 Huddleston Road has submitted an application to sell alcoholic beverages. Mr. Jubenal Solorzano has asked to be appointed as the Licensee and the License Representative. Mr. Solorzano will be present at the meeting on Thursday, February 7, to answer any questions you may have.

: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:

Jubenal Solorzano
Name

140 Wynnmeade Parkway Peachtree City, GA 30269
Address

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

James V. Murray
Signature

Jan. 30, 2002
Date

Major R. M. Dulin
Witness

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: EL TAPATIO MEXICAN RESTAURANT	**Business Location:** 114 Huddleston Rd PEACHTREE CITY, GA 30269	
Nature of Business: MEXICAN RESTAURANT	**Mailing Address:** 114 PEACHTREE CITY, GA 30269	**Business Phone Number:** (770) 632-5725
Name of Licensee: JUBENAL SOLORZANO	**Home Address:** 140 WYNNMEADE PKWY, PTC, GA 30269	**Home Phone Number:** (678) 364-0136
Name of License Representative: JUBENAL SOLORZANO	**Home Address:** 140 WYNNMEADE PKWY, PTC, GA 30269	**Home Phone Number:** (678) 364-0136

Please indicate type of licenses applying for

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
✓	Malt Beverage		Malt Beverage		Malt Beverage
✓	Wine		Wine		Wine
✓	Distilled Spirits ?		Distilled Spirits		Distilled Spirits

Please complete information below, use separate sheet if necessary

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
JUBENAL SOLORZANO	140 WYNNMEADE PKWY, PTC 30269	(678) 364-0136

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Jim Basinger, City Manager**

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

DATE: **February 1, 2002**

SUBJECT: **Development Authority Budget Reduction Plan**

As discussed at the January 23 Workshop meeting, the Development Authority is to forward details of their budget reduction plan to Council, to be available for the February 7 City Council Meeting. At this time, those details have not yet been made available.

Staff will forward a copy of the plan to Council immediately upon receiving it from the authority.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: City Manager

DATE: February 1, 2002

SUBJECT: Sports and Recreation Authority

Mayor Brown will address this subject. Attached for your review is the legislation for the establishment of the Parks and Recreation Authority in Cherokee County.

:pd

Attachment

GA LEGIS 210 (1995)
1995 Georgia Laws Act 210 (H.B. 951)

GEORGIA 1995 SESSION LAWS
1995 REGULAR SESSION

Additions and deletions are not identified in this document.
Vetoed provisions within tabular material are not displayed.

Act 210
H.B. No. 951
CHEROKEE COUNTY--PARKS AND RECREATION AUTHORITY--ESTABLISHED

AN ACT to create the Cherokee County Parks and Recreation Authority and to authorize such authority to acquire, construct, equip, maintain, and operate athletic and recreational centers, facilities, and areas, including, but not limited to, playgrounds, parks, hiking, camping, and picnicking areas and facilities, swimming and wading pools, lakes, tennis courts, athletic fields and courts, club houses, gymnasiums, auditoriums, youth centers, senior citizen centers, stadiums, related buildings, golf courses, and the usual and convenient facilities appertaining to such undertakings and extensions and improvements of such facilities, to acquire parking facilities and parking areas in connection therewith, to acquire the necessary property therefor, both real and personal, and to lease or sell any or all of such facilities, including real property; to confer powers and to impose duties on the authority, the determination of which shall be in the sole discretion of the Board of Commissioners of Cherokee County; to provide for the membership and for the appointment of members of the authority; to authorize the authority to contract with others pertaining to such recreational facilities, to execute leases of such facilities, to convey title to real property of the authority in fee simple, and to do all things deemed necessary or convenient for the operation of such undertakings; to authorize the authority and other political subdivisions to enter into contracts pertaining to uses of such facilities and areas, which contracts and leases shall obligate the lessees
to make payment for the use of such areas and facilities for the term thereof and to pledge to that purpose revenues derived from taxation; to provide that no debt of Cherokee County or other political subdivisions, within the meaning of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, shall be incurred by exercise of the powers granted; to authorize the issuance of revenue bonds or obligations of the authority; to authorize the collection and pledging of the revenues and earnings of the authority for the payment of such bonds or obligations and to secure the payment thereof; to define the rights of the holders of such bonds or obligations; to make the property of the authority exempt from taxation and assessment; to grant the authority and its members certain immunities; to authorize the issuance of refunding bonds or obligations; to fix the venue or jurisdiction of actions; to provide that bonds be validated as authorized by Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law"; to provide for construction; to provide for budgets and procedures in connection therewith; to provide for audits; to provide for funding; to provide for personnel; to provide for conveyance of property upon dissolution; to provide for bonding limitations; to provide for automatic repeal of this Act; to provide for severability; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

This Act shall be known and may be cited as the "Cherokee County Parks and Recreation Authority Act."

SECTION 2.

(a) There is created a body corporate and politic to be known as the Cherokee County Parks and Recreation Authority, which shall be deemed to be a political

SECTION 3.

As used in this Act, the term:

(1) "Authority" shall mean the Cherokee County Parks and Recreation Authority created in Section 2 of this Act.

(1) "Cost of the project" shall embrace the cost of acquisition and construction; the cost of all lands, properties, rights, easements, and franchises acquired and the cost of all conveyances in fee simple of the authority's title thereto and leases thereof; the cost of all machinery and equipment and financing charges and interest prior to and during construction and for one year after completion of construction; cost of engineering, architectural, fiscal, and legal expenses, and of plans and specifications and other expenses necessary or incident to determining the feasibility or practicability of the project; administrative expenses and such other expenses as may be necessary or incident to the financing authorized by this Act; the acquisition and construction of any project, and the placing of the same in operation. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of revenue bonds issued under the provisions of this Act for such project.

(1) "Project" shall be deemed to mean and include the acquisition, construction, equipping, maintenance, and operation of athletic and recreation centers, facilities, and areas, including, but not limited to, playgrounds, parks, hiking, camping, and picnicking areas and facilities, swimming and wading pools, lakes, tennis courts, athletic fields and courts, club houses, gymnasiums, auditoriums, youth centers, senior citizen centers, stadiums, related buildings, golf courses, and the usual and convenient facilities appertaining to such undertakings and extensions and improvements of such facilities; the acquisition of parking facilities or parking areas in connection therewith; the acquisition of the necessary property therefor, both real and personal, and the lease and sale of any part or all of such facilities, including real and personal property, so as to assure the efficient and proper development, maintenance and operation of such recreational facilities and areas deemed by the authority to be necessary, convenient, or desirable.

(1) "Revenue bonds," "bonds," and "obligations," means revenue bonds as defined and provided for in Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," and such type of obligations may be issued by the authority as authorized under said "Revenue Bond Law" and any amendments thereto and, in addition, shall mean obligations of the authority the issuance of which are specifically provided for in this Act.

(b) Any project shall be deemed "self-liquidating" if, in the judgment of the authority, the revenues and earnings to be derived by the authority therefrom, including the anticipated revenues and earnings from the lease of any project, and all properties used, leased, and sold in connection therewith will be sufficient to pay the cost of acquiring, operating, maintaining and repairing improving, and extending the project and to pay the principal of and interest on the revenue bonds which may be issued to finance, in whole or in part, the cost of such project or projects.

SECTION 4.

(a) The authority shall have powers:

extend, improve, equip, operate, and manage projects as defined in this Act, the cost of any such project tobe paid in whole or in part from the proceeds of revenue bonds or other funds of the authority or from such proceeds or other funds and any grant from the United States of America and any agency or instrumentality thereof;

(1) To accept loans and grants of money or materials or property of any kind from the United States of America or any agency or instrumentality thereof, upon such terms and conditions as the United States of America or such agency or instrumentality may impose;

(1) To accept loans and grants of money or materials or property of any kind from the State of Georgia or any agency or instrumentality or political subdivision thereof, upon such terms and conditions as the State of Georgia or such agency or instrumentality or political subdivision may impose;

(1) To borrow money for any of its corporate purposes and to execute evidences of such indebtedness and to secure the same and to issue negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof;

(1) To exercise any power usually possessed by private corporations performing similar functions which is not in conflict with the Constitution and laws of this state;

(1) To borrow money for any of its corporate purposes from any bank, banks, or other lending institutions and to execute evidences of such indebtedness and to secure the same by assigning all rights to and pledging all funds to be received by the authority from a lease or leases entered into by the authority as the lessor and Cherokee County or a municipality within it as the lessee;

(1) To do all things necessary or convenient to carry out the powers expressly given in this Act; and

(1) To make recommendations to the Board of Commissioners of Cherokee County on land acquisition, facilities development, and other matters relating to the provision of recreation and recreational opportunities to the citizens of Cherokee County and the municipalities within it.

(b) The authority and the trustee acting under a trust indenture are specifically authorized from time to time to sell, lease, grant, exchange, or otherwise dispose of any surplus property, both real and personal, or interest therein not required in the normal operation of and usable in the furtherance of the purpose for which the authority was created.

SECTION 5.

The authority, or any authority or body which has or which may in the future succeed to the powers, duties, and liabilities vested in the authority created by this Act, shall have power and is authorized at one time or from time to time to provide by resolution for the issuance of negotiable revenue bonds for the purpose of paying all or any part of the cost as defined in this Act of any one or more projects. The principal of and interest on such revenue bonds shall be payable solely from the special fund provided for in this Act for such payment. The bonds of each issue shall be dated and shall bear interest at such rate or rates as determined by the authority, payable on such dates as determined by the authority. Principal on such bonds shall mature on or before December 31, 2000, shall be payable in such medium of payment as to both
principal and interest as may be determined by the authority, and may be made redeemable before maturity at the option of the authority at such price or prices and under such terms and conditions as may be fixed by the authority in the resolution providing for the issuance of the bonds. Such revenue bonds or obligations shall be issued pursuant

The revenues, rents, and earnings derived from any particular project or projects and any and all revenue, rents, and earnings received by the authority, regardless of whether such revenues, rents, and earnings were produced by a particular project for which bonds have been issued, unless otherwise pledged, may be pledged by the authority to the payment of the principal of and interest on revenue bonds of the authority as may be provided in any resolution authorizing the issuance of such bonds or in any trust instrument pertaining to such bonds. Such funds so pledged from whatever source received, which may include funds received from one or more or all sources, may be set aside at regular intervals into sinking funds for which provision may be made in any such resolution or trust instrument and which may be pledged to and charged with the payment of: (1) the interest upon such revenue bonds as such interest shall become due, (2) the principal of the bonds as the same shall mature, (3) the necessary charges of any trustee or paying agent for paying such principal and interest, and (4) any premium upon bonds retired by call or purchase. The use and disposition of any sinking fund may be subject to such regulation as may be provided for in the resolution authorizing the issuance of the bonds or in the trust instrument securing the payment of the same.

SECTION 11.

The exercise of the powers conferred upon the authority in this Act shall constitute an essential governmental function for a public purpose and the authority shall be required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction, control, possession, or supervision or upon its activities in the operation and maintenance of property acquired by it or of buildings erected or acquired by it or any fees, rentals, or other charges for the use of such property or buildings or other income received by the authority. The tax exemption provided in this Act shall not include an exemption from sales and use tax on property purchased by or for the use the authority.

SECTION 12.

The authority shall have the same immunity and exemption from liability for torts and negligence as the State of Georgia, and the officers, agents, and employees of the authority, when in performance of work of the authority, shall have the same immunity from liability for torts and negligence as officers, agents, and employees of the State of Georgia. The authority may be sued the same as private corporations on any contractual obligation of the authority.

SECTION 13.

The property of the authority shall not be subject to levy and sale under legal process.

SECTION 14.

Any action to protect or enforce any rights under the provisions of the Act or any suit or action against such authority shall be brought in the Superior Court of Cherokee County and any action pertaining to validation of any bonds issued under the provisions of this Act shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.

SECTION 15.

Bonds of the authority shall be confirmed and validated in accordance with the procedure of Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law." The petition for validation shall also make party defendant to such action the State of Georgia or any municipality, county, authority, political subdivision, or instrumentality of the State of Georgia or
the United States government or any department or agency of the United States government, if subject to being sued and if consenting to same, which has contracted with the authority for the services and facilities of the project for which bonds are to be issued and sought to be validated and the state or such municipality, county, authority, political subdivision, or instrumentality
shall be required to show cause, if any, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the validity of the terms thereof be determined and the contract or contracts adjudicated as part of the basis of the security for the payment of any such bonds of the authority. The bonds when

agents, and employees and adopt rules and regulations governing their services and fix their respective compensations and terms of employment.

SECTION 22.

This Act and any other law enacted with reference to the Cherokee County Parks and Recreation Authority shall be liberally construed for the accomplishment of its purposes.

SECTION 23.

The scope of the authority's operation shall be limited to the territory embraced within Cherokee County.

SECTION 24.

(a) Notwithstanding any other provision of this Act to the contrary, any indebtedness whatsoever incurred by or on behalf of the authority must be repaid in full not later than December 31, 2000.

(a) The Act shall stand repealed in its entirety on December 31, 2000.

SECTION 25.

When the authority for any reason is dissolved after full payment of all bonded indebtedness incurred under the provisions of this Act, both as to principal and interest, title to all property of any kind and nature, real and personal, held by the authority at the time of such dissolution shall be conveyed to Cherokee County; or title to any such property may be conveyed
prior to such dissolution in accordance with provisions which may be made therefor in any resolution or trust instrument relating to such property, subject to any liens, leases, or other encumbrances outstanding against or in respect to said property at the time of such conveyance.

SECTION 26.

Should any sentence, clause, phrase, or part of the Act be declared for any reason to be unconstitutional or invalid, the same shall not affect such remainder of this Act or any part hereof other than the part so held to be invalid, but the remaining provisions of this Act shall remain in full force and effect, and it is the express intention of this Act to enact each provision of this Act independently of any other provision hereof.

SECTION 27.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 28.

All laws and parts of laws in conflict with this Act are repealed.

Approved this 5th day of April, 1995.

GA LEGIS 210 (1995)

END OF DOCUMENT

POSITION PAPER
Moratorium Appeal
Lexington Park Subdivision
Developmental Services Director
January 30, 2002

Situation:

Following the establishment of the 90-day development moratorium on January 10, 2002, an appeal was filed by John Wieland Homes on January 14, 2002 (Attachment "A"). Additional documentation in support of the appeal was filed on January 25, 2002 (Attachment "B"). The appeal was for the undeveloped portion of the 73-acre Lexington Commons project at the corner of GA 54 and Walt Banks Road that was designated for single-family detached homes. That single-family area is identified as the Lexington Park Subdivision.

Facts:

1. The Lexington Commons project was zoned LUC-16 on March 16, 2000 (Attachment "C"). That zoning district included an area for no more than 135 single-family detached homes. Subsequently, it was named the Lexington Park Subdivision.

2. Bob Adams Homes has platted and is developing houses on 107 lots in Lexington Park. These lots are not affected by the moratorium.

3. The first paragraph in the ordinance creating the LUC-16 zoning district states that the purpose of the district is to "permit the development of the property in accordance with the revised master plan concept prepared by Ozell Stankus Associates Architects . . . ." A copy of the Ozell Stankus plan is included as Attachment "D."

4. In approving the 107 lots for Bob Adams Homes, the Planning Commission determined that those lots were in accordance with the Ozell Stankus master plan and therefore the Commission issued concept plat approval in accordance with the requirements of the Land Development Ordinance.

5. The Ozell Stankus master plan concept was not intended to serve as a concept plat for land subdivision purposes.

6. The staff has not yet accepted a concept plat from John Wieland Homes for the remaining 28 lots in the Lexington Park Subdivision. However, a plat has been submitted which with a few modifications could certainly be made ready for Planning Commission review as an acceptable concept plat. This plat is directly affected by the moratorium and is the subject of this appeal (Attachment "E").

Recommendation:

The staff recommends that this appeal be granted and the Planning Commission be allowed to review and approve the concept plat for the remaining 28 lots in the subdivision. The subdivision is already 80 percent complete; and, as a result, the character of the area is well established. It would not appear to be consistent with the stated objectives of the moratorium to hold up this project for several months while the committees complete their work. Because of the nature of this project and the amount of study that has already gone into it, it is doubtful that any of the work of the committees would be directly applicable.

JBW/jir

Attachments "A" – "E"

John Wieland

JOHN WIELAND HOMES
AND NEIGHBORHOODS

January 14, 2002

Mr. Jim Williams, Director of Developmental Services
Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Re: Development Moratorium

Dear Mr. Williams:

We are very much anxious to begin the Lexington Circle project and look forward to working with the staff to determine whether this project would be subject to the development moratorium approved at last Thursday's City Council meeting.

As you know, the Lexington Circle concept plan was approved as part of the LUC-16 zoning, approved in March, 2000. The concept plan grew out of a city-sponsored task force and a professional land planning charette. The charette included property owners, city staff, Planning Commission and City Council members and other interested parties.

Since the preliminary plat is consistent with the overall concept plan, we believe the preliminary plan submittal process is not specifically identified in the moratorium. The plan is substantially consistent with the objectives of the Planning Commission, City Council and the Task Force.

As we explained at the City Council meeting, we have proceeded relying on the strict approvals that were granted and have complied with the City specific ordinance for the development of this site. In order to close, we must have a land disturbance permit. Our contract provides for a closing date is January 31, 2002, with a 30-day extension provision. While we may extend the closing 30 days, there is no guarantee of future extensions. Therefore, we are requesting that the preliminary plan be considered by the Planning Commission at the next regularly scheduled meeting.

Should it be determined that this request falls under the moratorium, we would appreciate you placing this appeal on the next Council agenda as provided in Article XV, Section 1504 of approved moratorium.

Attachment "A"
Page 1 of 2

P.O. BOX 87363 • ATLANTA, GA 30337 • 770-996-1400 • FAX 770-907-3481 www.jwhomes.com

We are very excited about this project and feel that the delays have afforded everyone an outstanding opportunity to do something very special. We look forward to your prompt response.

Sincerely,

Dan Fields

cc: Rick Schlosser

Appeal for an Exclusion from City Moratorium for Lexington Commons

Mayor and Council Members
City of Peachtree City

January 25, 2002

The property in question consists of 73 acres zoned LUC-16.

- Lexington Park is 36 acres of single family residential land.
- Lexington Circle is 37 acres of mixed use development consisting of commercial/office/residential loft.
- Lexington Commons is a name that has been used in the past to describe the entire 73 acres.

Recent History

- February 1999, Regional shopping center rezoning denied by the City
- July 1999, City Inspired Citizen and Land Owner Task Force created
- August 1999, Wood and Partners conducted planning charette which produced a concept plan for entire 73 acres
- September 1999, Bob Adams contracts for entire 73 acre site
- November 1999, LUC-16 zoning proposed to City by Bob Adams
- January 2000, LUC-16 zoning was unanimously approved by Planning Commission
- March 2000, LUC-16 zoning was unanimously approved by City Council
- April 2000 to June 2001:
    - Development Agreement signed with City
    - Architectural Review Guidelines created
    - Internal Development Agreement signed by landowners
    - Restrictions and Covenants signed by landowners
    - Construction of Utility Infrastructure
    - Completion of residential streets and infrastructure in Lexington Park, Phase I
- June 2001 to October 2001
    - Landowners' contracted with Ashford Engineers for design and engineering services on Lexington Circle
    - Landowners' contract with MetroGroup and John Wieland Homes for commercial and residential parcels
    - Planning and Zoning Commission approve site plan for first commercial parcel in Lexington Circle
    - Completion of residential streets and infrastructure in Lexington Park, Phase II

- December 2001:
  - Ashford Engineers completes design and engineering of streets and infrastructure in Lexington Circle
  - John Wieland Homes completes design and engineering of streets and infrastructure in Lexington Park, Phase III
  - MetroGroup completes design and engineering of streets and infrastructure for second commercial parcel
- January 10, 2002: Moratorium enacted by City Council

This request for exemption from the Moratorium Ordinance of January 10, 2002 is based upon the hardship provision that is described in the appeal section of the ordinance.

Points to consider:

- In 1999, a city-sponsored Task Force created the concept plan that is the basis for the zoning ordinance.
- The landowners participated on this Task Force and have cooperated with Peachtree City in every way. They promptly signed the development agreement that clarifies certain aspects of the LUC-16 zoning and created the architectural guidelines required by the City at their own expense.
- All development to date has been in strict compliance with the zoning and the development agreement.
- The landowners have spent a substantial amount of money designing and developing this property:
  - $218,000 for design and engineering services (see attached letter from Ashford Engineers) on Lexington Circle only
  - $180,000 sewer lift station
  - $50,000 for construction of detention facilities
  - Both the detention facilities and the lift station are engineered and built to service the entire 73-acre development.
  - $15,000 for Architectural Design Guidelines created by Foley Design Associates
- As a result of these and other expenditures, the landowners have not only begun the project, but have:
  - Designed and engineered 100% of the roadway system and infrastructure on the property using the existing rules and regulations.

    - Developed over 30% of the total acreage of the property.
    - Met 100% of the detention pond requirements
    - Built the sewer lift station (already dedicated to the City.)
- Any anticipated changes to the land development ordinances that require redesign or reconstruction would create an unreasonable hardship for the landowners.
- John Wieland Homes and MetroGroup Development have also spent substantial monies in the preparation and submittal of plans to the City
- The City of Peachtree City sponsored for and funded the planning charette mentioned above ($7,800) plus expended substantial Staff time

The LUC-16 zoning ordinance, architectural guidelines and the development agreement are the main documents that control the development of the Lexington Commons project. We request that Mayor and Council review these documents prior to the public hearing.

This has been a brief introduction to our complete presentation. Representatives from Bob Adams Homes, Palm Beach Development Corp., MetroGroup Development Corp. and John Wieland Homes will be available to answer questions at the February 7, 2002 Public Hearing:

Palm Beach Development	Rick Schlosser	770-487-8417
	David Rossetti	770-389-9100
Bob Adams Homes	Bob Adams	770-487-4663
	Beverly Holder	770-487-3821
John Wieland Homes	Dan Fields	770-907-3433
MetroGroup Development	Pete Corbett	770-641-1671

ashford engineers, inc.
2233 Lake Park Drive, Suite 270
Smyrna, GA 30080 USA
Tel. 770.435.2733
Fax 770.435.7639
ashfordengineers.com

January 23, 2002

Mayor and City Council
Peachtree City Georgia
151 Willowbend Road
Peachtree City, GA 30269

RE: Lexington Circle

Dear Mayor and Council Members:

As of January 2002, the landowners – Palm Beach Development and Bob Adams Homes - have contracted with ashford engineers, inc. for approximately 2910 hours of civil engineering and survey services on the residential and commercial land within the referenced development. Costs for this work to the landowners is in excess of $218,000 Components of the master plan for Lexington Circle have been submitted as Lexington Park, Place, and Commons. We have been working continuously on aspects of this on-going development since October 1998.

Residential development is in various stages of completion, from Preliminary Plat for Lexington Place, Lexington Park Phase 2 is under construction, and the first phase is recorded and has residents (tax-paying citizens of Peachtree City.) Bob Adams portion of the commercial development has been submitted with application for land disturbance permit, and we have received and addressed the City Engineers comments. One parcel of the commercial tract has been engineered and was submitted at the end of 2001 for permitting of a retail facility.

Final engineering design drawings and hydrological study for the commercial tract owned by Palm Beach Development have been complete for weeks. We are prepared to submit to Peachtree City and apply for a land disturbance permit within one business day of notification from the City that they will be accepted for review.

Very truly yours,
ashford engineers, inc.

Rik Galpin

cc: Bob Adams Homes
Palm Beach Development

Ordinance Number ______ (LUC-16)

AN ORDINANCE TO ESTABLISH
THE LIMITED USE COMMERCIAL ZONING DISTRICT NO. 16
OF THE PEACHTREE CITY CODE OF ORDINANCES
APPENDIX A. ZONING
ARTICLE X. REQUIREMENT BY DISTRICT
SECTION 1006B. SPECIFIC LIMITED USE

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 1006B.16 Limited Use Commercial District No. 16 be added to the Zoning Section (Appendix A) of the Peachtree City Code of Ordinances as follows:

LIMITED USE COMMERCIAL DISTRICT NO. 16
(LUC-16)

The purpose of this Section is to rezone the 73.2-acre tract at the northwest corner of GA 54 and Walt Banks Road to an LUC-16 Limited Use Commercial classification in order to permit the development of the property in accordance with the revised master plan concept prepared by Ozell Stankus Associates Architects, dated December 2, 1999, subject to the following conditions and requirements:

1006B.15.1 **<u>Effect on Other Zoning Districts.</u>**

The LUC-16 zoning district created by this Section replaces the following existing zoning classifications:

a) LUC-7 Palm Beach property,
b) LUR-8 Lallande property,
c) LUR-9 Lallande/Scott property, and
d) R-43 Heard property.

1006B.15.2 **<u>Conformance with Master Plan.</u>**

Development shall take place in conformance with the Ozell Stankus master plan dated December 2, 1999. Any substantive change to this plan or any of the conditions and requirements of this Section will require a new rezoning action.

1006B.15.3 **<u>Permitted Uses.</u>**

a) Single-Family Detached Residences.
b) Multi-Family Residences in Second-Floor Loft Apartments.
c) General Retail Commercial.
d) Theater and Restaurant Commercial.
e) General Office Commercial.

1006B.15.4 Conditional Uses.

No conditional uses shall be permitted in this district.

1006B.15.5 Other Requirements.

a)	General Retail:	Minimum Floor Area	150,000 square feet
	Maximum Floor Area		225,000 square feet
b)	Restaurants:	Minimum Floor Area	15,000 square feet
	Maximum Floor Area		40,000 square feet
c)	Offices:	Minimum Floor Area	30,000 square feet
	Maximum Floor Area		80,000 square feet

d) Maximum Commercial Area:

The overall area of General Retail, Restaurants, and Offices shall not exceed 300,000 square feet.

e)	Maximum Residential Units:	
	Single-Family Detached	135 units
	Multi-Family Loft Apartments	no more than 80 units

f) Minimum Open Space Area:

At least 20 percent of the tract must be exclusively devoted to permanent green space in the form of park land, greenbelts, and buffers.

g) Commercial Tenants:

The largest single commercial tenant in the Center shall have a floor area of less than 50,000 square feet; the second largest tenant shall have a floor area of less than 40,000 square feet; and the third largest tenant shall have a floor area of less than 32,000 square feet. No businesses shall be located within the Center if they rely on drive-thru traffic for more than 50 percent of their revenue. In addition, all drive-thru facilities shall be located away from the main shopping street, the traffic circle, and the secondary access street; and no direct access is provided to these areas.

h) Single-Family Detached Residential:

There shall be two types of single-family detached residential lots: Type "A" shall have a minimum width of 82 feet and shall be located adjacent to the greenbelt along the west property line of the tract. There shall be at least 22 Type "A" lots. All other lots shall be Type "B," and they shall have a minimum width of 52 feet.

i) Minimum Residential Lot Area:

Type "A" - 7,800 square feet
Type "B" - 5,600 square feet
Multi-Family - N/A

j) Minimum Residential Floor Area:

Type "A" - 2,400 square feet
Type "B" - 1,600 square feet
Multi-Family Loft Apartments - 800 square feet

k) Minimum Front Setback:

Type "A" - 30 feet from back of curb
Type "B" - 15 feet from back of curb
All Other Uses - 10 feet from back of curb

l) Minimum Side Setback:

Type "A" - 5 feet
Type "B" - 3 feet
All Other Uses - 0 feet

m) Minimum Rear Setback:

Type "A" - 20 feet
Type "B" - 17 feet
All Other Uses - 0 feet

n) Building Separation:

If any buildings within the tract are not attached, there must be a minimum separation of 10 feet between them.

o) Parking:

As set forth in Section 909.

p) Signs:

As set forth in the Sign Ordinance and in accordance with a sign program for the tract which shall be approved by the Planning Commission as a part of the overall design criteria for the tract.

q) Maximum Building Height:

Three (3) stories plus a basement.

r) Buffers:

The following buffers and greenbelts shall be provided:

1) A minimum 35-foot wide City-owned greenbelt along the north property line adjoining the Mathis property;
2) A minimum 50-foot wide City-owned greenbelt along the west property line adjoining the Southern Trace and Parkway Estates subdivisions.
3) A minimum 60-foot wide City-owned greenbelt along the east property line adjacent to GA 54 in all areas where residential lots are platted;
4) A minimum 60-foot wide landscaped buffer along the eastern property line adjacent to GA 54 in all areas where residential lots are not platted;
5) A minimum 50-foot wide landscaped buffer along the southern property line adjacent to Walt Banks Road where residential lots are not platted;
6) A minimum 60-foot wide greenbelt along the southern property line adjacent to Walt Banks Road where residential lots are platted.

s) Curb Cuts:

The tract shall be limited to one curb cut on GA 54 and one curb cut on Walt Banks Road to serve the single-family detached lots.

The tract shall be limited to three commercial curb cuts on GA 54 (one at the existing median cut and two other right-in, right-out cuts about equally spaced between the median cut and Walt Banks Road). The tract shall be limited to one commercial curb cut on Walt Banks Road.

t) Architectural Concept:

The overall tract must be developed in accordance with an architectural concept for the commercial and multi-family residential uses. The architectural concept shall be approved by the Planning Commission as a part of the overall design criteria for the tract.

u) Landscape Concept:

In addition to an architectural concept, the overall tract must be developed in accordance with an approved landscape concept that includes islands at each entrance, all medians, and all landscape areas shown on the master plan.

v) Tree-Save Areas:

In developing the tract, the developer shall make every reasonable effort to provide meaningful tree-save areas in addition to the required greenbelts and buffers.

w) Watershed Protection:

The developer must take whatever steps are necessary to assure that the quality of storm water runoff from the tract is properly controlled in accordance with established "best management practices."

x) Traffic Improvements:

Based on the traffic study that was prepared for this project and a careful analysis of that study, the developer shall be responsible for the implementation of the following traffic system improvements subject to the approval of the City Engineer:

1) Install a new Roundabout at the intersection of Peachtree Parkway and Walt Banks Road; or
2) Install a new traffic signal at the intersection along with proper turn lanes in all four directions; and
3) Install left-turn lanes and right-turn deceleration lanes at all school driveway intersections, at all church driveway intersections, at Southern Trace, and at all project intersections on Walt Banks Road; and
4) Install concrete curb and gutter on all new improvements to Walt Banks Road.

1006B.15.6 Application of Requirements and Conditions:

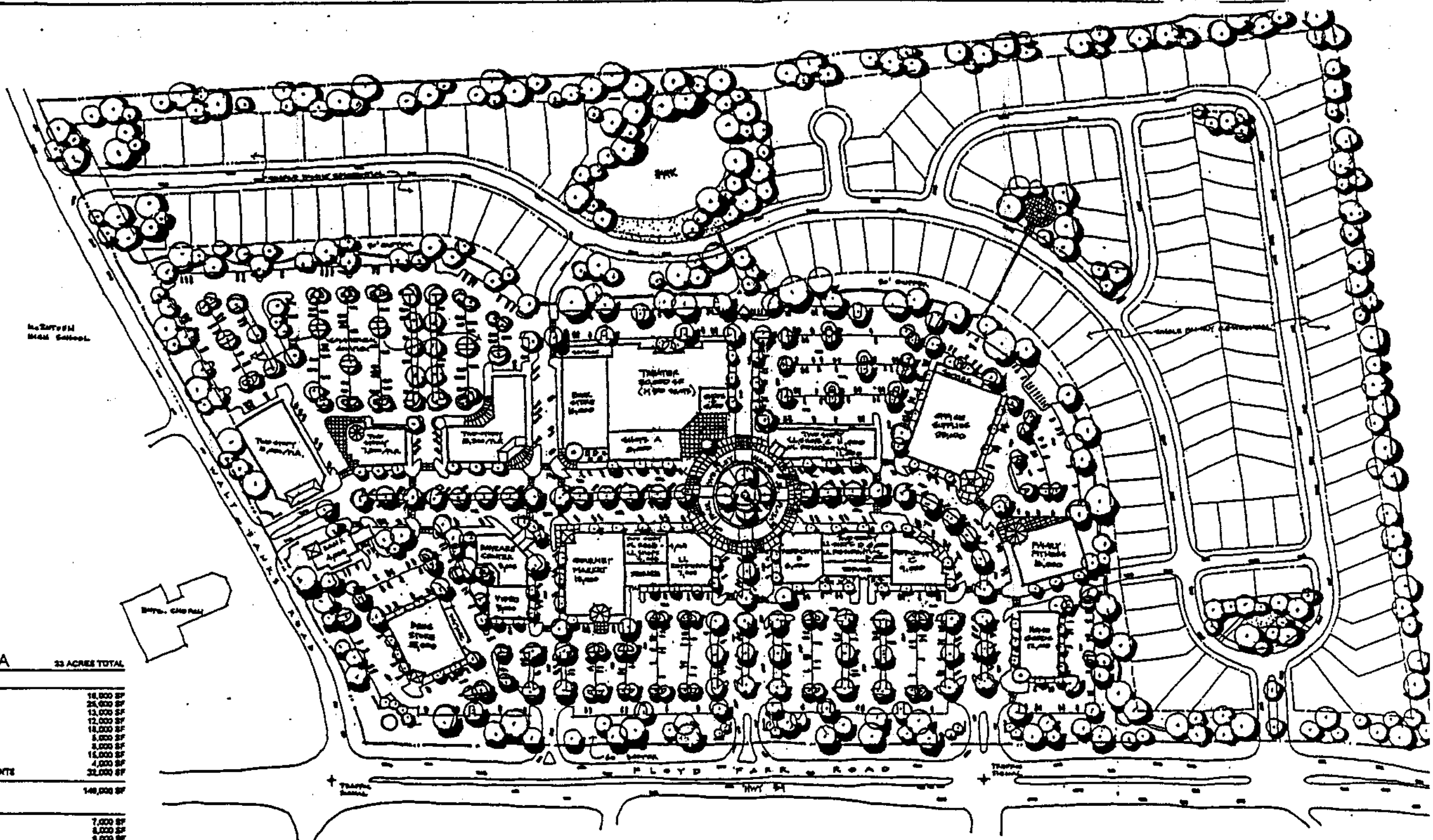
The requirements and conditions specified in this Section shall remain in effect unless specifically amended or revoked by subsequent action of City Council in accordance with the established procedure for zoning amendments; and, in addition, if it is determined that the property will not be developed in substantially the same manner as depicted on the Ozell Stankus 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 on the 16th day of March 2000.

Robert L. Lenox
Attest: Mayor Robert L. Lenox

Nancy Faulkner
City Clerk



SITE DATA	33 ACRES TOTAL
RETAIL	
BOOK STORE	16,000 SF
OFFICE SUPPLIES	25,000 SF
FAMILY FITNESS	13,000 SF
GAME MAKERS	12,000 SF
GOURMET MARKET	18,000 SF
VIDEO STORE	5,000 SF
DAYCARE	8,000 SF
DRUG STORE	15,000 SF
BANK	4,000 SF
SMALL SHOP TENANTS	32,000 SF
SUBTOTAL	148,000 SF
RESTAURANTS	
RESTAURANT 'A'	7,000 SF
RESTAURANT 'B'	8,000 SF
RESTAURANT 'C'	9,000 SF
SUBTOTAL	24,000 SF
MULTI-PLEX THEATER	38,000 SF
RESIDENTIAL	23,000 SF
COMMERCIAL COMPLEX	86,000 SF
TOTAL	316,000 SF

BOB ADAMS HOMES
EXCELLENCE IN CUSTOMER CARE

PIEDMONT COMPANIES

Attachment "D"

PROPOSED SITE PLAN
99030 SP-02 12/2/99

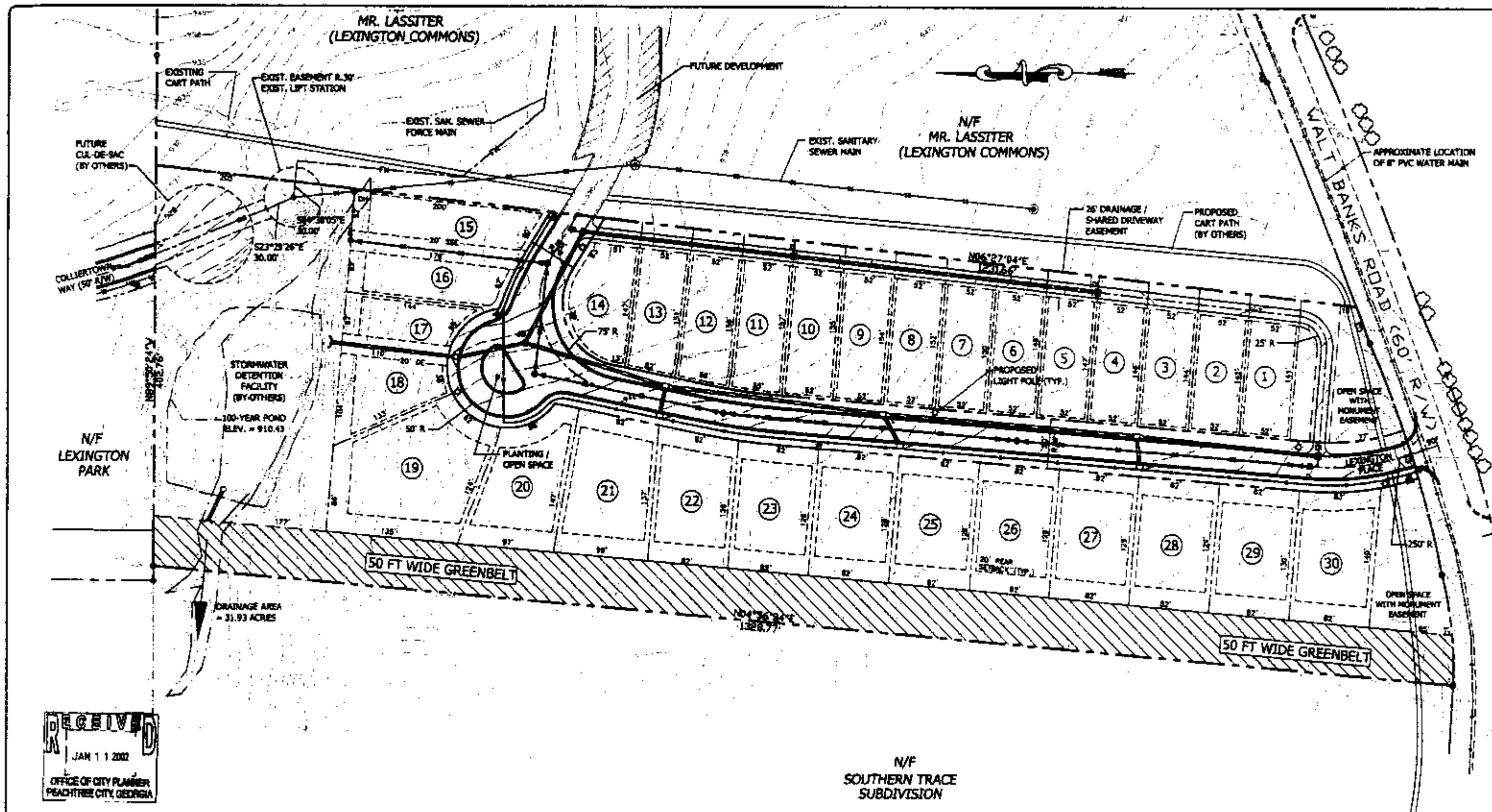
PEACHTREE CITY
GEORGIA

PRELIMINARY PLAT FOR
LEXINGTON PLACE

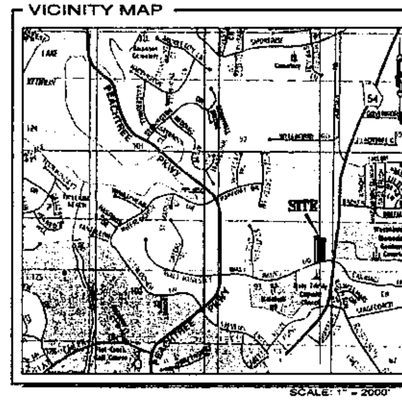
CITY OF PEACHTREE CITY, GEORGIA

LOCATED IN LAND LOTS 68 AND 93 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA

INTEGRATED Science & Engineering



VICINITY MAP



CONTACTS

SUBDIVIDER:
JOHN WIELAND HOMES AND NEIGHBORHOODS, INC.
1950 SULLIVAN ROAD
ATLANTA, GA 30337
PHONE: (770) 996-2400
CONTACT: GERALD MARTIN

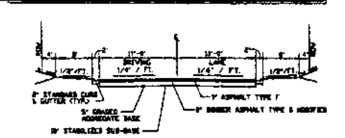
OWNER:
PALM BEACH DEVELOPMENT CORPORATION
505 SOUTH FLAGLER DRIVE SUITE 1300
WEST PALM BEACH, FL 33401

ENGINEER:
INTEGRATED SCIENCE & ENGINEERING
275 SOUTH LEE STREET
FAYETTVILLE, GA 30214
PHONE: (770)461-4292
FAX: (770)461-4801
CONTACT: DANIEL R. GREENE, P.E.

GENERAL NOTES

1. PROPERTY CURRENTLY ZONED LUC-16
   TYPE 'A': (LOTS 19-30)
   - MIN. LOT WIDTH: 82 FEET
   - MIN. FRONT SETBACK: 20 FEET FROM BACK OF CURB
   - MIN. SIDE SETBACK: 5 FEET
   - MIN. REAR SETBACK: 20 FEET
   - MIN. RESIDENTIAL LOT AREA: 7,500 sq. ft.
   - MIN. RESIDENTIAL FLOOR AREA: 2,400 sq. ft.
   - NUMBER OF TYPE 'A' LOTS: 12
   - MIN. BUILDING SEPARATION: 10 FEET

   TYPE 'B': (LOTS 1-18)
   - MIN. LOT WIDTH: 52 FEET
   - MIN. FRONT SETBACK: 15 FEET FROM BACK OF CURB
   - MIN. SIDE SETBACK: 3 FEET
   - MIN. REAR SETBACK: 17 FEET
   - MIN. RESIDENTIAL LOT AREA: 5,800 sq. ft.
   - MIN. RESIDENTIAL FLOOR AREA: 1,800 sq. ft.
   - NUMBER OF TYPE 'A' LOTS: 18
   - MIN. BUILDING SEPARATION: 10 FEET
2. PROPERTY IS 11.40 ACRES AND IS LOCATED IN LAND LOTS 68 AND 93 OF THE 7th DISTRICT OF FAYETTE COUNTY, GEORGIA.
3. BOUNDARY SURVEY DATED NOVEMBER 26, 1999 (BY OTHERS).
   BOUNDARY VERIFICATION: ONGOING
   FIELD-RUN TOPOGRAPHIC INFORMATION PROVIDED BY PERIMETER SURVEYING, DATED JUNE 4, 2001.
   SOURCE OF DATUM: MEAN SEA LEVEL
4. THIS 30-LOT SUBDIVISION DEVELOPMENT IS ONE PHASE ONLY.
5. THIS SITE IS LOCATED IN A ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOODPLAIN, AS PER FEMA F.I.R.M. COMMUNITY PANEL NUMBER 13113C 0080 D FOR FAYETTE COUNTY, GEORGIA, DATED MARCH 16, 1995.
6. SANITARY SEWER TO BE PROVIDED BY THE CITY OF PEACHTREE CITY WATER SERVICE TO BE PROVIDED BY FAYETTE COUNTY.



TYPICAL PUBLIC STREET SECTION
N.T.S.

CERTIFICATE OF DESIGN

I HEREBY CERTIFY THAT THE DESIGN AND LAYOUT OF THE PROPOSED LOTS, BLOCKS, STREETS, AND OTHER PLANNED FEATURES INCLUDED IN THIS PROPOSED PRELIMINARY PLAT HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

BY Daniel R. Greene
REGISTERED ENGINEER

NO. 21749

CERTIFICATE OF CONFORMANCE WITH CONCEPTUAL PLAT

I HEREBY CERTIFY THAT THIS PROPOSED PRELIMINARY PLAT CONFORMS TO THE CONCEPTUAL PLAT AS APPROVED BY THE PLANNING COMMISSION.

PLANNING COMMISSION MEMBER

DATE

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

ALL REQUIREMENTS OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED.

CITY PLANNER

DATE

THIS CERTIFICATE EXPIRES ________

LEGEND

- PROPERTY LINE
- LOT LINE
- SETBACK LINE
- EX. CONTOUR LINE
- EX. WATER LINE
- PROP. WATER LINE
- PROP. SAN. SEWER LINE
- PROP. STORM LINE
- PROP. LIGHT POLE
- JB PROP. JUNCTION BOX
- DI PROP. DROP INLET
- PROP. CATCH BASIN
- DH PROP. DOGHOUSE MANHOLE
- PROP. PAVEMENT

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	111.57	371.26	56.21	17°13'06"
C2	243.36	1135.66	122.14	12°16'37"
C3	39.25	5336.77	19.62	0°25'17"

CONSTRUCTION SCHEDULE

	MAR.	APR.	MAY	JUNE
TREE PROTECTION FENCE INSTALLATION				
TIMBER SALVAGE				
TEMPORARY SEDIMENT BASINS				
MAINTAINING SEDIMENT CONTROL STRUCTURES				
CLEARING AND GRUBBING				
TOPSOIL STRIPPING & STORAGE				
GRADING				
DAM RECONSTRUCTION				
TEMPORARY VEGETATION (AS NEEDED)				
STORM SEWER INSTALLATION				
DETENTION/SEDIMENT POND INSTALLATION				
SANITARY SEWER INSTALLATION				
CURBING				
WATERLINE INSTALLATION				
FINE GRADING				
STONE BASE FOR PAVING				
PAVING				
PERMANENT VEGETATION & LANDSCAPING				
REMOVE TEMPORARY STRUCTURES AND BASINS				

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

PRINTED
JAN 1 0 2002
INTEGRATED SCIENCE & ENVIRON.

NO.	REVISIONS	DATE

PROJECT NUMBER 01145
DRAWN BY DDA
REVIEWED BY DRC
DATE JANUARY 8, 2002

PRELIMINARY PLAT

LEXINGTON PLACE

1

POSITION PAPER
Moratorium Appeal
Lexington Circle Commercial Area
Developmental Services Director
January 31, 2002

Situation:

Lexington Commons is the 73-acre mixed-used development at the corner of GA 54 and Walt Banks Road. It is divided into two parts: Lexington Park is the single-family detached residential component; and Lexington Circle is the commercial component. This appeal pertains only to the commercial component. A separate appeal has been filed for Lexington Park.

The 90-day moratorium was enacted on January 10, 2002. The appeal for Lexington Circle was initially filed on January 11, 2002 (Attachment "A"). Additional information was filed on January 25, 2002. It included a document entitled "Appeal for an Exclusion from City Moratorium for Lexington Commons" (Attachment "B") and "Lexington Circle/Design Guideline" (Attachment "C").

Facts:

1. As outlined in the materials submitted in support of the appeal, the applicants have initiated a great deal of work on planning, designing, and engineering the infrastructure for the Lexington Circle project.

2. To date, the only portion of Lexington Circle that has been given conceptual site plan approval by the Planning Commission is the CVS Pharmacy project on GA 54 at the traffic signal opposite the Stein Mart store. This approval included the first phase of the internal street system (Attachment "D").

3. A significant portion of the internal sewerage system has been installed, and the overall stormwater detention area has been installed.

4. The Design Guidelines for the commercial area have been prepared, an Architectural Review Committee has been established (this committee includes city staff), and the Committee has reviewed and approved the proposed CVS Pharmacy plans.

5. To date, all planning, engineering, and construction associated with Lexington Circle has been in accordance with the requirements of the LUC-16 zoning district and in conformance with the Ozell Stankus Master Plan Concept.

Recommendation:

Staff recommends that this appeal be granted and the Planning Commission be authorized to review and approve the additional elements of the Lexington Circle project as they become available. The overall concept for this project is well established and would probably not be greatly affected by the work of the various study committees.

JBW/jir

Attachments "A" – "D"

METROSOUTH
RICK SCHLOSSER

David Rast
City Planner
City of Peachtree City

1/11/02

Hand Delivered

Re: Lexington Circle

Under the terms of Article XV Land Development Moratorium Section 1504 Appeals, we are requesting that an appeal to exclude the Lexington Circle development from the recently enacted Land Development Moratorium.

It is our understanding that there is a 15-day advertising requirement, which could commence as early as Monday January 14. That would enable Council to call a special meeting on January 31.

John Wieland Homes will also be seeking an exemption for Lexington Place - the residential subdivision we discussed yesterday. Bob Adams Homes will also be seeking an exemption for a 1-acre commercial site next to CVS. It would be logical to place those requests on the same agenda since they are part of the overall Lexington Circle project.

The undersigned property owners have been severely and unjustifiably affected by this moratorium for the following reasons:

- The concept plan for the 73-acre Lexington Circle project was part of the LUC-16 zoning approved in March 2000.
- Actual construction under LUC-16 began in 2000 when Bob Adams Homes broke ground for Lexington Park.
- That concept plan grew out of a city-sponsored task force and a professional land planner who conducted a planning charette in 1999. That planning charette included the property owners, members of city staff, council and planning commission, neighboring property owners and other interested citizens.
- The subdivision plat for Wieland's subdivision has been in the preparation stage since November 2001, shortly after the land was placed under contract by John Wieland Homes.
- The subdivision plat that Wieland submitted for Lexington Place is almost identical to the concept plan that was approved by Planning Commission 4-0 in January 2000 and

770-487-8417 ◆ Fax 770-487-4521 ◆ schlosser@peachcity.com
www.metrosouthrealty.com

METROSOUTH
RICK SCHLOSSER

- City Council 5-0 in March 2000. The lot width, size, setbacks, etc. are exactly what is described in the LUC-16 zoning.
- We were proceeding in good faith with the construction drawings for the roadway system in Lexington Circle during the last 6 months of 2001 and were very surprised by the proposed moratorium. To date over $100,000 has been spent creating construction drawings that adhere to the current land development requirements.

Please let us know when the advertising requirement has been met and the meeting scheduled. We will be happy to meet with you and Jim Williams prior to the meeting in order to provide you with the complete information regarding our appeal.

Sincerely,

Richard Schlosser
Metrosouth Realty
For Palm Beach Development Corp

Beverly Holder
Beverly Holder
Bob Adams Homes

770-487-8417 ◆ Fax 770-487-4521 ◆ schlosser@peachcity.com
www.metrosouthrealty.com

Appeal for an Exclusion from City Moratorium for Lexington Commons

Mayor and Council Members
City of Peachtree City

January 25, 2002

The property in question consists of 73 acres zoned LUC-16.

- Lexington Park is 36 acres of single family residential land.
- Lexington Circle is 37 acres of mixed use development consisting of commercial/office/residential loft.
- Lexington Commons is a name that has been used in the past to describe the entire 73 acres.

Recent History

- February 1999, Regional shopping center rezoning denied by the City
- July 1999, City Inspired Citizen and Land Owner Task Force created
- August 1999, Wood and Partners conducted planning charette which produced a concept plan for entire 73 acres
- September 1999, Bob Adams contracts for entire 73 acre site
- November 1999, LUC-16 zoning proposed to City by Bob Adams
- January 2000, LUC-16 zoning was unanimously approved by Planning Commission
- March 2000, LUC-16 zoning was unanimously approved by City Council
- April 2000 to June 2001:
  - Development Agreement signed with City
  - Architectural Review Guidelines created
  - Internal Development Agreement signed by landowners
  - Restrictions and Covenants signed by landowners
  - Construction of Utility Infrastructure
  - Completion of residential streets and infrastructure in Lexington Park, Phase I
- June 2001 to October 2001
  - Landowners' contracted with Ashford Engineers for design and engineering services on Lexington Circle
  - Landowners' contract with MetroGroup and John Wieland Homes for commercial and residential parcels
  - Planning and Zoning Commission approve site plan for first commercial parcel in Lexington Circle
  - Completion of residential streets and infrastructure in Lexington Park, Phase II

- December 2001:
  - Ashford Engineers completes design and engineering of streets and infrastructure in Lexington Circle
  - John Wieland Homes completes design and engineering of streets and infrastructure in Lexington Park, Phase III
  - MetroGroup completes design and engineering of streets and infrastructure for second commercial parcel
- January 10, 2002: Moratorium enacted by City Council

This request for exemption from the Moratorium Ordinance of January 10, 2002 is based upon the hardship provision that is described in the appeal section of the ordinance.

Points to consider:

- In 1999, a city-sponsored Task Force created the concept plan that is the basis for the zoning ordinance.
- The landowners participated on this Task Force and have cooperated with Peachtree City in every way. They promptly signed the development agreement that clarifies certain aspects of the LUC-16 zoning and created the architectural guidelines required by the City at their own expense.
- All development to date has been in strict compliance with the zoning and the development agreement.
- The landowners have spent a substantial amount of money designing and developing this property:
  - $218,000 for design and engineering services (see attached letter from Ashford Engineers) on Lexington Circle only
  - $180,000 sewer lift station
  - $50,000 for construction of detention facilities
  - Both the detention facilities and the lift station are engineered and built to service the entire 73-acre development.
  - $15,000 for Architectural Design Guidelines created by Foley Design Associates
- As a result of these and other expenditures, the landowners have not only begun the project, but have:
  - Designed and engineered 100% of the roadway system and infrastructure on the property using the existing rules and regulations.

    - Developed over 30% of the total acreage of the property.
    - Met 100% of the detention pond requirements
    - Built the sewer lift station (already dedicated to the City.)
- Any anticipated changes to the land development ordinances that require redesign or reconstruction would create an unreasonable hardship for the landowners.
- John Wieland Homes and MetroGroup Development have also spent substantial monies in the preparation and submittal of plans to the City
- The City of Peachtree City sponsored for and funded the planning charette mentioned above ($7,800) plus expended substantial Staff time

The LUC-16 zoning ordinance, architectural guidelines and the development agreement are the main documents that control the development of the Lexington Commons project. We request that Mayor and Council review these documents prior to the public hearing.

This has been a brief introduction to our complete presentation. Representatives from Bob Adams Homes, Palm Beach Development Corp., MetroGroup Development Corp. and John Wieland Homes will be available to answer questions at the February 7, 2002 Public Hearing:

Palm Beach Development	Rick Schlosser	770-487-8417
	David Rossetti	770-389-9100
Bob Adams Homes	Bob Adams	770-487-4663
	Beverly Holder	770-487-3821
John Wieland Homes	Dan Fields	770-907-3433
MetroGroup Development	Pete Corbett	770-641-1671

ashford engineers, inc.
2233 Lake Park Drive, Suite 270
Smyrna, GA 30080 USA
Tel. 770.435.2733
Fax 770.435.7639
ashfordengineers.com

January 23, 2002

Mayor and City Council
Peachtree City Georgia
151 Willowbend Road
Peachtree City, GA 30269

RE: Lexington Circle

Dear Mayor and Council Members:

As of January 2002, the landowners -- Palm Beach Development and Bob Adams Homes - have contracted with **ashford engineers, inc.** for approximately 2910 hours of civil engineering and survey services on the residential and commercial land within the referenced development. Costs for this work to the landowners is in excess of $218,000 Components of the master plan for Lexington Circle have been submitted as Lexington Park, Place, and Commons. We have been working continuously on aspects of this on-going development since October 1998.

Residential development is in various stages of completion, from Preliminary Plat for Lexington Place, Lexington Park Phase 2 is under construction, and the first phase is recorded and has residents (tax-paying citizens of Peachtree City.) Bob Adams portion of the commercial development has been submitted with application for land disturbance permit, and we have received and addressed the City Engineers comments. One parcel of the commercial tract has been engineered and was submitted at the end of 2001 for permitting of a retail facility.

Final engineering design drawings and hydrological study for the commercial tract owned by Palm Beach Development have been complete for weeks. We are prepared to submit to Peachtree City and apply for a land disturbance permit within one business day of notification from the City that they will be accepted for review.

Very truly yours,
ashford engineers, inc.

Rik Galpin

cc: Bob Adams Homes
Palm Beach Development

Table of Contents **Page**

I. Intent

This design guideline is set forth as a reference for all development that will occur in the Lexington Circle Mixed Use Development in Peachtree City, GA. It is intended to foster architectural design that is in keeping with Lexington Circle's conception as a pedestrian-oriented, traditionally styled community. The following pages will establish a framework for the site-planning and architectural character, as well as the approval process. Consistency in this character is what will ensure the success of the development.

II. Approved Uses

Peachtree City approved a Mixed-Use Development Plan with the following uses:

a) General Office Commercial
b) Theater and Restaurant Commercial
c) General Retail Commercial
d) Multi-Family Residences in Second-Floor Lofts

All commercial uses have floor area limitations (refer to LUC-16, as approved by the City Council on March 16, 2000) and are to occur on designated parcels of the development. The Multi-Family category of residences must occur in Lexington Circle and only on 2nd and 3rd floors. Refer to the planning and architectural regulations for more detailed information.

III. Approval Process

The process for the approval of any building and site design shall be as follows: Not later than ten working days prior to the scheduled meeting a design package including: Site Plan (showing landscape layout), Floor Plans and Elevations shall be submitted to each member of the Architectural Review Board (ARB). Finish material desriptions shall be noted on the plans and samples shall be made available at the ARB meeting. The ARB shall consist of 3 members: 1) an appointed representative of Foley Design Associates; 2) an appointed representative of Peachtree City Department of Development Services; 3) the landowner/developer (submitter). The ARB will meet at City Hall, Peachtree City. Comments on plans submitted will be addressed at the ARB meeting by the members and the meeting will not close until all comments are noted and signed off by each attending member. Corrections, if any, noted at this first ARB meeting shall be addressed by the submitter and corrected plans shall be submitted to the ARB members not later than one week prior to the next scheduled meeting. Approved plans shall be signed off by the members at the first meeting if there are no comments or at the 2nd meeting if comments from the first meeting have been addressed. There will be an application fee of Five Hundred Dollars ($500.00) for each ARB review payable to Foley Design Associates. Additional fees shall not be assessed unless the submitter's architect has failed to address the comments from the initial ARB meeting and therefore additional meetings must be scheduled. The ARB reserves the right to interpret this design guideline with respect to a design submittal.

Concurrent to the ARB submittal, a site development plan shall be submitted to Peachtree City. The city review process will take approximately 30 days.

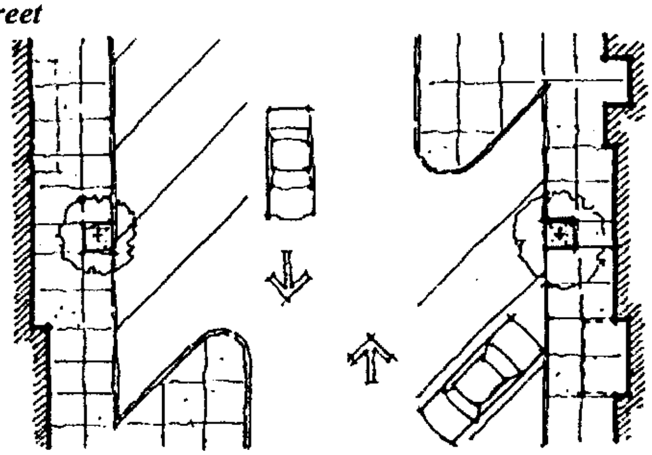
In addition to the provisions of this guideline, all construction is subject to the provisions of the standard building code, the CABO one and two family dwelling code and other applicable state, county or city codes. The ARB is not responsible for design or construction defects or failure of the building to comply with the appropriate codes.

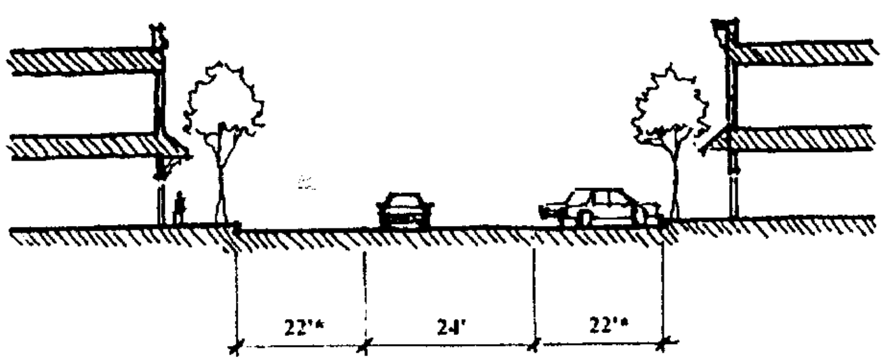
IV. Planning Regulations

A) Streets

The streets of a community are the fabric that ties it together. Their scale and detailing are essential to creating a sense of place. Within the community there is a hierarchy of streets, beginning with "Main Street".

1)*Main Street*





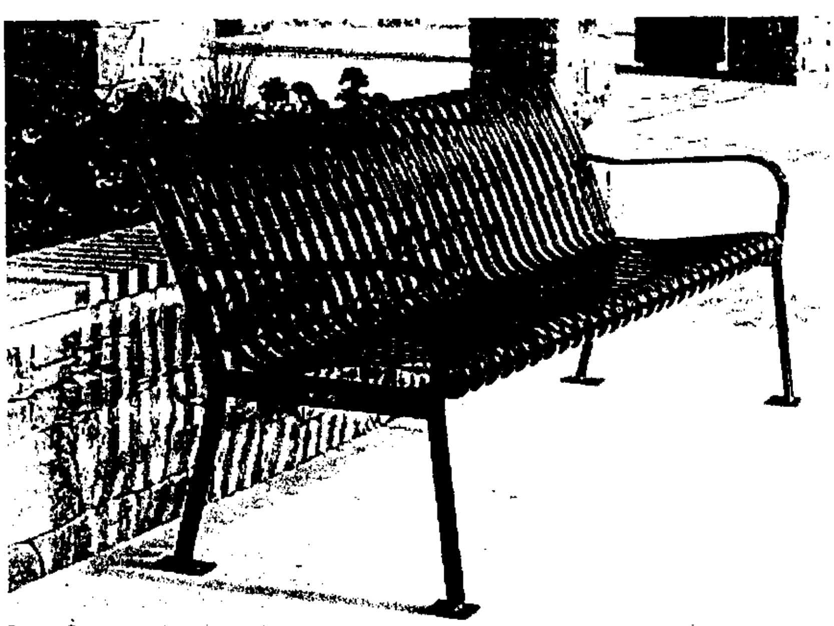
*PARKING WHERE SHOWN IN PLAN

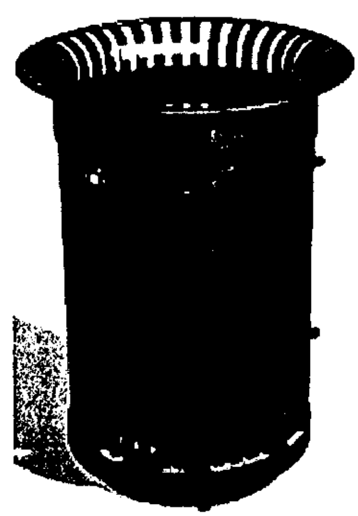
This is the heart of the community, to and from which people walk, drive, or cart.

Some of the common features are:


street light

a) Parking- Angled parking shall be permitted. All angled parking is to be at 45° to the street. All off-street parking may be conventional, 90°.
b) Sidewalks- Shall extend from the curb to the face of the building. This is typically 15', minimally 10'. Exceptions are subject to review.
c) Street Lights- Pedestrian pole lights shall be equal to the "1910 Acorn" fixture by Sternberg, on 12' "Decatur" posts with a black finish (at right). Typical spacing is +/- 50' o.c., with lights placed at most street corners. See section IV - E for other light types.
d) Street Trees- The selected species shall be Chinese Elm @ 50' o.c. or other canopy/shade tree (all of same type), planted in wells, alternating with the street lights. All trees should be a minimum 3" caliper, and their wells should be covered with the "A.D.A" square tree grate with a black finish by Ironsmith Company.
e) Signage- See Signage Section (IV-D)
f) Bike Racks- Shall be provided at each block.
g) Benches- Shall be equal to the "RB-28" , with a black finish, by Victor Stanley (shown below). A minimum of one per block shall be installed..
h) Trash Cans- Shall be equal to "SD-35", with a black finish by Victor Stanley (shown below). They should be placed at or near all major tenant entries.





2) *Side Streets*

a) Parking- Parallel parking shall be permitted. All off-street parking may be conventional, 90°.

b) Sidewalks- Shall extend from the curb to the face of the building. There shall be a minimum of 10'. Exceptions are subject to review.

c) Street Lights- Pedestrian pole lights shall be equal to the "1910 Acorn" fixture by Sternberg, on a 12' "Decatur" pole. Typical spacing is +/-50' o.c., with lights placed at most street corners. Building mounted fixtures shall be similar or complimentary in style.

d) Trees- The selected species shall be Chinese Elm @ 50' o.c., planted in wells, alternating with the street lights. All trees should be a minimum 3" caliper, and their wells should be covered with the "A.D.A" square street grate, with a black finish by Ironsmith Company.

e) Signage- See Signage Section (IV-D)

f) Bike Racks- one per block

g) Benches- not required

h) Trash Cans- at major tenant entries

B) Setbacks

No specific lot setbacks exist for commercial development. There are buffers:

- 60' tree save landscape buffer along S.R. 54
- 50' tree save landscape buffer along Walt Banks Rd.
- 50' vegetated buffer between commercial and residential.
- Contiguous buildings are encouraged. When they are detached, there shall be 10' min. building separation

C) Landscaping

It is the owner's responsibility to submit a landscape plan along with the building design to the ARB. The plan should illustrate the scope and type of plant material, ground plane treatment, etc. The landscape layout should compliment the architecture. For instance, trees may be placed in front of a large expanse of wall. All utilities, mechanical units, dumpsters shall be screened with dense plant material and/or architectural screening (fence, etc.). Concurrent to the ARB submittal, the owner should submit full site development plans to Peachtree City.

1) The following list outlines several approved plant materials. Other plant materials may be submitted with the landscape plan and are subject to review by the ARB.

Lexington Circle Suggested Plant List

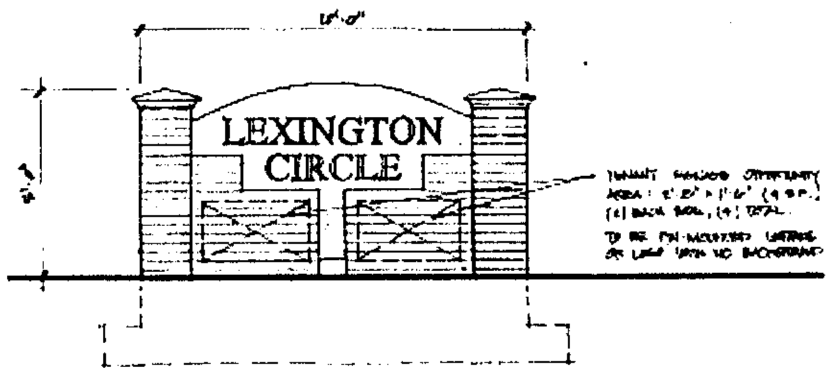
Canopy/Shade Trees	Flowering Trees	Evergreen Trees	Evergreen Shrubs	Deciduous Shrubs	Groundcover
Chinese Elm	Dogwood	Foster Holly	Dwarf Burford Holly	Virginia Sweetspire	'Big Blue' Liriope
Willow Oak	Kousa Dogwood	Nellie Stevens Holly	Recurve Ligustrum	Hydrangea Sp.	Dwarf Mondo
Nuttall Oak	Crape Myrtle	Savannah Holly	Dwarf Yaupon Holly	Nearly Wild Rose	Sargent Juniper
Red Maple	Yoshino Cherry	Japanese Cryptomeria	Helleri Holly	Spirea Japonica	Blue Rug Juniper
Sugar Maple		Tree Form Ligustrum	Azalea	(ornamental grass)	Holly Fern
		Tree Form Burford Holly	Purple Leaf Loropetalum		(annuals & (perennials)
			Plum Yew		
			Boxwood		

2) Parking lot landscape requirements:
- Must meet Peachtree City requirements outlined in Section 1109 of the Land Development Ordinance.
- The selected species shall be Chinese Elm @ 50' o.c. or other canopy / shade tree listed in section IV-C.

D) Signage

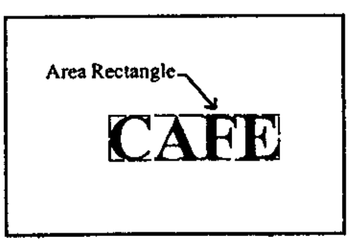
In addition to the requirements of this guideline, all tenant signage must comply with the Peachtree City signage ordinance (sect. 66-1). Each tenant is responsible for obtaining a sign permit.

Monumental signage at the property entries shall meet the standards set by Peachtree City and be constructed of the materials listed in Section V.A(4). There shall be four (4) tenant identification positions at each monumental entry sign. The distribution of those four spots will be based on the size of each tenant in close proximity to that entrance. (i.e. the four largest tenants obtain one spot each) It is also possible for a tenant to occupy two spots (one each side).



The following types of signage are allowed for tenant identification in Lexington Circle:

1) ***Wall signage*** - This refers to any sign or graphic parallel to the facade of a building.
   - Wall signage shall not exceed fifteen inches in depth, (projection from the wall).
   - Wall signage shall be limited to (1.5) square feet of area per linear foot of building frontage, or a maximum of (150) square feet. Area is determined by the smallest rectangle required to enclose the letters or graphic. Frontage is determined by the primary facade only.
   - All wall signage must occur within the facade of a building, preferably within a sign band, and shall not extend above the roof or parapet line.
   - All wall signage must be indirectly lighted.



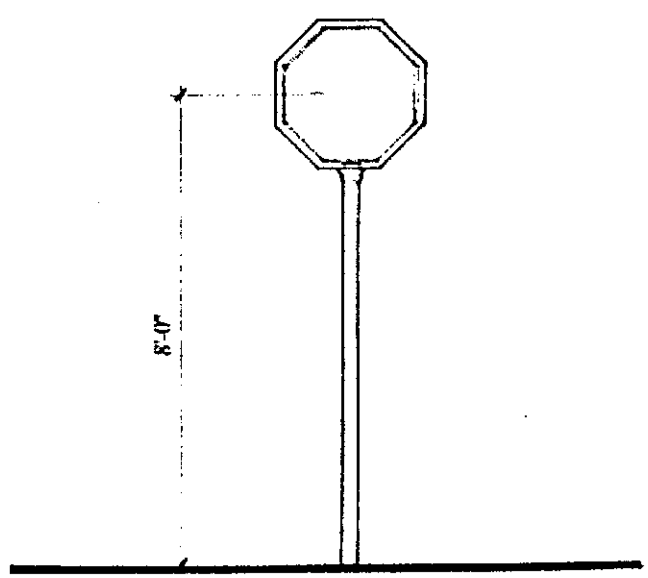
Area diagram.

2) ***Banner signage*** - This refers to any sign or graphic mounted to the facade of a building, projecting perpendicular to the facade.
   - Banner signage shall be constructed of either metal or acrylic plaques, mounted on a bracket or banner arms, or fabric awning material mounted on banner arms.
   - Banner signage shall be limited to 20 sqare feet in area.
   - Banner signage must occur within the facade of a building, and shall not extend above the roof or parapet line.

3) ***Window signage*** - Refers to any sign or graphic applied directly to a storefront window.
- Window signage shall be limited to (10) square feet in area. Area is determined by the smallest rectangle required to enclose the letters or graphic.
- Window signage shall be decal-type, direct-adhesion graphics. No panels, boxes, etc. mounted against the face of a window shall be allowed.
- There shall be no background for window signage which obstructs view through the glass. Opaque signage shall be limited to the letter and/or graphics (i.e. logo) only.

Directional and regulatory signage:

All vehicular and pedestrian way-finding signage shall be mounted on 3" diameter painted metal poles (black). All sign panels shall be top-mounted with a collar bracket. All signage panels shall be mounted at a height of 8 feet.



E) Lighting

In addition to the street light specified (Sternberg 1910 Acorn, 12' Decatur posts), there shall be the following limitations on other light types.

1) Allowable fixture types are RLM shades, carriage lamps, globes with frosted glass or other architecturally decorative fixtures with a historic style. It is preferable that the light have a concealed source.
2) Parking lot fixtures (for off-street parking) shall be McGraw-Edison GR Galleria Round, with high pressure sodium lamp and arm mount. The level of illumination achieved in these areas should not exceed 3 footcandles.
3) Prohibited light styles are: shoe box, wall-pack and cobra type lamps, in addition to any others prohibited by Peachtree City.

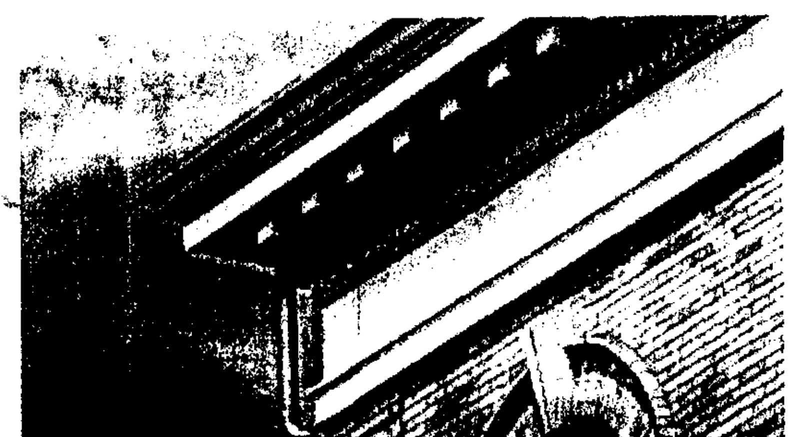
V. Architectural Regulations

A) Commercial

The character of Lexington Circle is based on the "Main Street" concept of traditional small towns throughout America. This idea is rooted in creating a pedestrian-oriented environment and establishing a vibrant community identity. The architecture should reflect the scale , proportion, materials and details found throughout the true "Main Streets" of early 20th Century America.

Note the surface articulation.

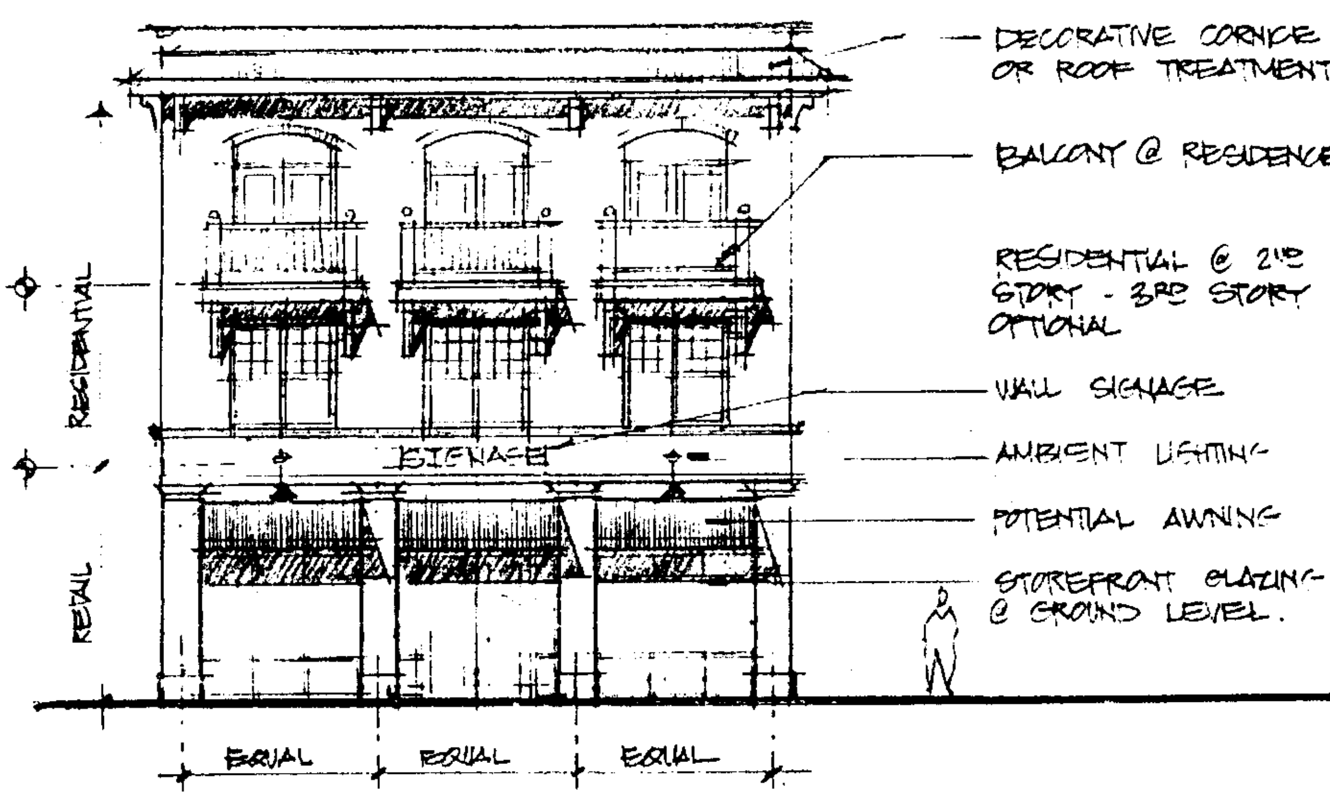
1) Key Elements:
- Storefront window systems at ground level
- Well detailed eaves or cornices
- Evenly spaced, vertically proportioned window bays and/or columns.
- Potential use of awnings, other roof elements



Example of cornice.

2) Massing:

In general, the façade of a commercial design should provide visual interest to the pedestrian. The minimum height for a parapet shall be 16' above grade, with a min. 10' ceiling. When gable or hip roof forms are used, their slope shall be 8:12 to 12:12. Emphasize the verticality of each component to the extent possible. This ranges from an individual window to structural spacing to the entire facade.



The anatomy of a facade.

3) Doors and Windows

- Typical storefront glazing system shall be similar to Kawneer, with an anodized bronze or painted finish. Individual windows should be vertical in proportion.
- Accent windows are encouraged, but are subject to review.
- All hardware to be black or bronze.

4) Materials:
   a) Roofing (For sloped roofs)
      • Standing seam metal
      • Architectural asphalt shingle
      • Awnings, may be 4:12 minimum
   b) Cladding
      • Brick (finish or painted)
      • Cast stone or precast concrete
      • Stucco or EIFS (limited use)
      • Cementitious lap siding
   c) Lintels
      • Brick
      • Cast stone or pre-cast
   d) Cornice, Trim
      • Pre-formed polymer shapes by Fypon or equal
      • Painted wood
      • Painted metal
   e) Gutters/Leaders
      • Copper or painted ogee or half round gutters
      • Copper or painted round leaders
      • Conductor boxes on parapet treatments
   f) Lighting (concealed source; see also section IV - E)
      • Wall mounted carriage lamp (black or bronze)
      • Wall mounted gooseneck and RLM lamps (black, bronze or dark green)
      • No wall packs.
   g) Monument Signs
      • Brick
      • Cast stone or precast concrete
      • Stucco or EIFS

5) Colors: A sample board of the following materials will be on file with the ARB.
   a) Cladding:
      • Brick
         - Finish bricks should have either a tumbled, handmade or molded surface texture. Allowable colors include (by Boral): Old Abbey Antique; Milva; Cameo; Misty Bay; Middle Plantation, or equal.
         - Painted white.
      • EIFS
         - Allowable colors include (by Dryvit): #111 Prairie Clay; #112 Sandalwood Beige; #310 China White; #442 Cotton; #449 Buckskin, or equal.
      • Natural stone
         - Coursed or stacked stone, colors similar to synthetic stone, subject to review.
      • Synthetic stone
         - Allowable colors include (by Cultured Stone): Caramel Drystack

Ledgestone; Cedar Drystack Ledgestone; Austin Cobblefield; Golden Blend European Castle Stone; Cedar Limestone, or equal.

b) Trim
- Facias, Friezes, Surrounds, etc.:
  White, (Sherwin Williams) Olympic Range #SW2385, Weathervaine #SW2927; Blue Ridge #SW2257; Black Cherry #SW2724, or equal.
- Storefront Windows:
  same colors as above or anodized bronze.
- Other windows (clad or painted):
  White, same colors as above or manufacturer's clad colors such as Burgundy or Hartford green. Subject to ARB review.

c) Signage (see Section IV-D)

d) Awnings / Canopies
- Solid color fabrics:
  Allowable colors include (by Sunbrella): Navy Blue, Forest Green, Burgundy, Black Cherry, Black, or equal.
- Metal Roofs:
  Allowable colors include (by Berridge): Aged Bronze, Hartford Green, or Burgundy.

e) Roofs
- Architectural shingles (by GAF):
  Cedar blend; Heather blend; Slate blend; Driftwood blend, or equal.
- Metal Roofs:
  same as above.

f) Precast stone
- Shall range from white to beige / buff.

B) Multi-Family Residential

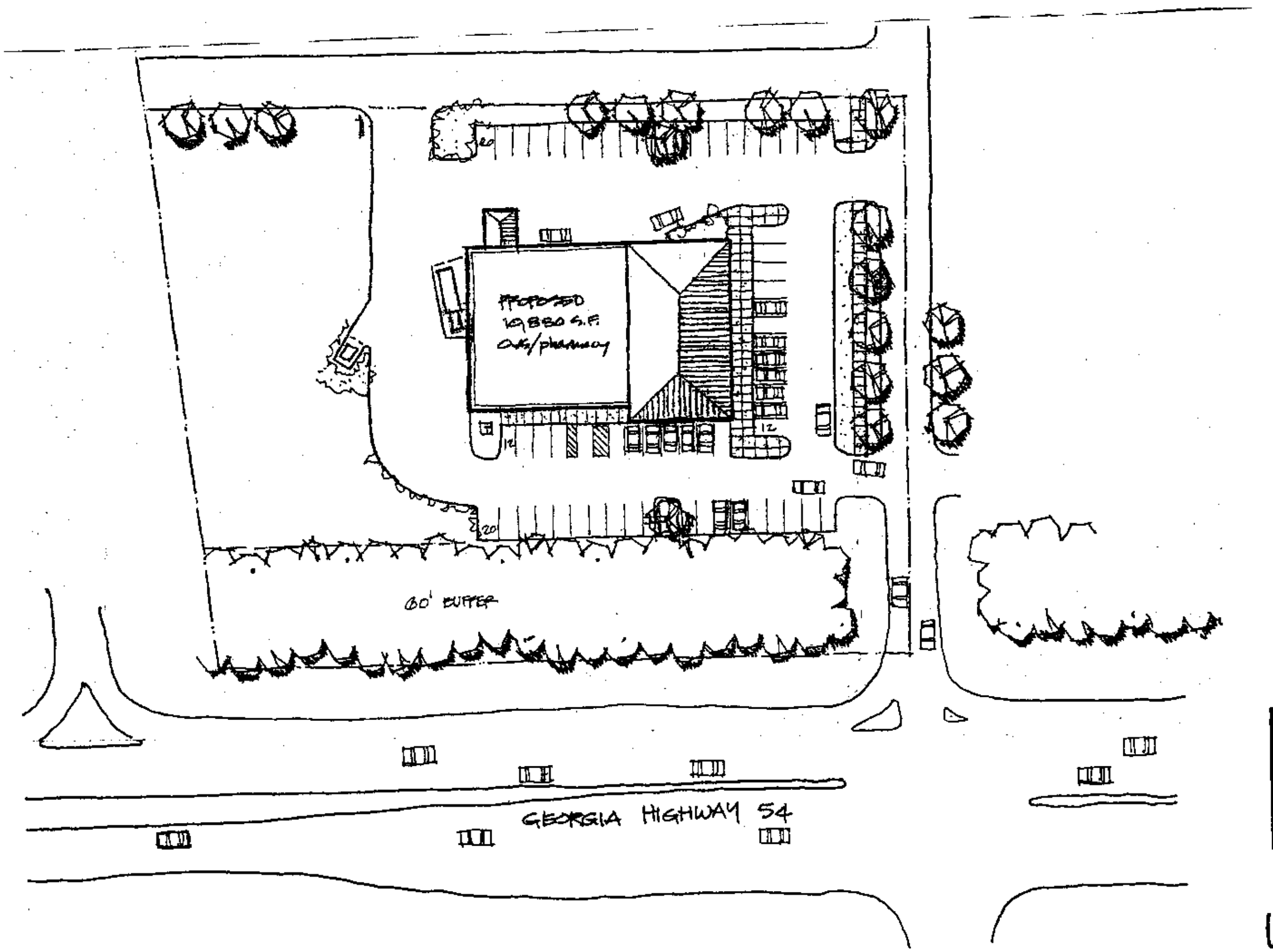
Multi-family residential development occuring within Lexington Circle is limited to the upper floors (2nd and 3rd) as loft-style residences. As such the architectural character should be consistent with the commercial buildings of which they are a part.

Many of the same principles will apply to the multi-family residential designs as they do to the commercial designs. For instance:

- Vertical rather than horizontal openings
- Well detailed eaves or cornices
- Similar (or complimentary) materials
- Surface articulation (via balconies*, window planters, etc.)
  *the use of balconies is subject to approval of the ground floor commercial tenant

The color palette shall be similar to that listed above for commercial development.

Note: all loft residences shall be rear-entry only. That is, no unit shall walk out onto Main Street.



[redacted]

Conceptual Site Plan

Approval subject to conditions.

Scale : 1" = 30'-0" 10' 20' 30'

N

Planning Eng

phillips partnership

architects planners

5000 Central Park West
Suite 200
Atlanta Georgia 30328
P 770 394 1616
F 770 394 1314

Proposed CVS Pharmacy

Lexington Circle
Peachtree City, Georgia

Attachment "D"

OCT 24 2001

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Director of Leisure Services**

DATE: **Jan. 28, 2002**

SUBJECT: **Pet Waste Control Along Cart Paths and During Parades**

In November the Council approved a new ordinance, # 54-13 (Animals in the Parks), which established clear guidelines on excrement clean up for pet owners who choose to walk their animals in city parks, ball fields and other recreational facilities. At the time, Council directed staff to develop a similar ordinance to regulate pet owners' responsibilities to clean up after their pets along the city's cart path system and on city streets during parades. In part, Council's directive was based on citizen input during the development process of # 54-13.

If Council chooses to place this regulation in the ordinance book, staff recommends that it be added to an existing section rather than create a new ordinance. Section 70-36 of the ordinance book already addresses path system use. Subsection 4(d) of that section discusses littering on the path system. Staff recommends that subsection 4(e) be created to deal with pet owners' responsibilities on the cart path system and on city streets during parades. This recommendation has been coordinated with the city attorney. Recommended wording is:

70-36 (4)(e): As a common courtesy and concern for the health and welfare of others using the city cart path system, people accompanied by pets are responsible to clean up after such pets along the path system, and on city streets during high-volume pedestrian events such as parades. Such individuals should carry the appropriate materials to ensure that they remove the pet's excrement from along the paths and streets and dispose of it in a sanitary method when they get back to their home.

Discussion:

There are distinct differences in the parameters of Ordinance 54-13 and the proposed 70-36(4)(e). Parks, sport fields and other recreational facilities are contained areas where there is normally a concentration of people, especially children. The opportunity to encounter animal excrement is high. On cart paths, people generally tend to stay on the paths themselves, and the majority of pet owners generally ensure that pets use the right of way along the paths where contact with humans is minimized. However, there are pet owners who are not this conscientious, and allow pets to defecate either on or very near the path. This ordinance would be directed at those pet owners, and unfortunately the responsible majority must also be subject to the same guidelines, as is the case with most laws.

There was some staff discussion about trying to differentiate between public and private property along the cart path systems and make this ordinance address both. However, it was determined that any incursion onto private property for any reason without approval of the property owner would be subject to action according to the property owner's discretion. Therefore, this ordinance will only address pet owners' responsibilities as regards the paths and the public right of way that runs adjacent to them, as well as along parade routes.

There was also discussion about reporting and enforcement of this ordinance change. In the case of # 54-13, we have a parks monitor who routinely patrols our parks and is authorized to issue citations on this ordinance. In addition, we have parks maintenance crews out during weekdays and on weekends. However, in the case of the path system and streets, the Recreation Department doesn't have a monitor patrolling there. While police do run periodic checks on the path system, their focus is on more serious criminal activity, and in any case the odds of them catching someone in the act is remote. Therefore, we anticipate that reports will generally come from citizens who observe others in the act. Verification will be difficult and generally it will be up to the citizen reporting the infraction to produce the evidence that supports the accusation. However, it should be noted that the same situation exists for littering on the path system, which is covered in 70-36(4)(d).

During high-volume pedestrian events such as parades, there is also a significant opportunity for people, especially children, to come in contact with animal excrement. Again, for health and welfare reasons, parades are included in the same category as parks and ball fields, where there is a high concentration of people. Detection and enforcement of these additions will be equally as challenging as along cart paths.

In the final analysis, staff feels that responsible and conscientious pet owners already take measures to ensure that their pet's excrement doesn't adversely affect the health and welfare of other cart path users, and that they will not object to taking this further measure. If the ordinance change is approved, those who are not so conscientious would potentially face fines and penalties for violation of what should be common sense and common courtesy to others.

Recommendation: If Council determines it is appropriate to legislate this aspect of life in Peachtree City, staff recommends you approve the addition of subsection (4)(e) to section 70-36 of the Code of Ordinances, as worded above.

Note: We should also note that we received one call from a citizen asking that day-to-day use of city streets be considered for inclusion in this ordinance due to similar problems she is having in her neighborhood. Apparently, a pet owner in her area walks three large dogs down the street towards the cart path every day, but often the dogs don't make it to the path before doing their business. This lady feels that the same logic that applies to cart paths can be transferred to streets. Staff presents this for your consideration and discussion if appropriate.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Administrative Services Director/City Clerk

DATE: January 28, 2002

SUBJECT: ETHICS BOARD – CRIMINAL HISTORY BACKGROUND INVESTIGATIONS

The Police Department has completed criminal history background investigations on those individuals nominated to be appointed to the Ethics Board. All applicants have satisfied the background requirements and staff proposes that they be appointed.

Those nominated and approved are as follows:

Barry G. Amos
Steven Roe Fraas
Ann Marie Matwick
Frances T. Meaders
Allison Smith Moore
Robert Leonard Rothley
Pamela Jacques Sims
Iola Mae Snow
William Dan Webster
G. Robert Williams, II

JSM:gr

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Director of Financial Services**
FROM:	**Purchasing Agent**
DATE:	**January 23, 2002**
SUBJECT:	**EPI Preferred Provider Contract for Refuse Collection**

The City has received a letter from Mr. Jim Bennett of EPI for renewal of the Preferred Provider Contract for Refuse Collection for the citizens of the City. In this letter they have also requested a price increase of 3.4%. According to the terms of the contract the amount requested is to be 90% of the Consumer Price Index for the 12 previous months. I have checked the Internet for the CPI and found that the rate ending in December 2001 was 1.6%. Therefore the amount that the contract could increase is only 1.44%

It is my recommendation that the contract be extended till December 31, 2002 and that EPI be granted a 1.44% increase in their fees. Below is a chart showing the current prices and with the increase. I have spoken to Mr. Bennett about this discrepancy and he said that he is agreeable to whatever the terms of the contract are.

	Current	Requested
▪ Once per week curbside pick-up		
▪ One (1) cart	$10.31	$10.45
▪ Two (2) carts	$14.94	$15.15
▪ Twice per week curbside pick-up	$16.49	$16.72
▪ Once per week recycling pick-up	$5.18	$5.25
▪ Once per week yard trimming	$5.18	$5.25

This will be the final renewal of the contract. It will be sent out for RFP's at the end of this year.

EPI

ENVIRONMENTAL PARTNERS

January 15, 2002

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Members of the City Council,

It has been a pleasure working with the city this past year. We feel we have met the many challenges asked of us and that we have developed a very good working relationship that we appreciate greatly. We look forward to continuing to build on that relationship and we will strive to make any requests your designees may have. For the 2002 term we are asking for a CPI adjustment of 3.4%.

Thank you for your consideration of this matter and if there is anything we can do to improve our service(s), please feel free to contact us at anytime.

Thank you,

Jim Bennett

Jim Bennett
Account Executive
Environmental Partners

Office: (770) 487-2650 120 Clover Lane Tyrone, GA 30290 Fax: (770) 487-3877

An Allied Waste Company

11. EQUIPMENT

Contractor shall provide an adequate number of vehicles, carts, containers and other equipment in good mechanical condition for all services which the contract covers. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the **Contractor.**

12. FORCE MAJEURE

It is mutually understood and agreed that the **Contractor** shall be relieved of its obligation under this contract during any period or periods of time when strikes, acts of God, war or public enemy, catastrophe, governmental order or regulation making performance impossible, or any other act beyond the control of the **Contractor** render impossible its performance under this contract, and during such period or periods of time a deduction in the monthly charges for collection and removal of refuse at the prevailing rates shall be made; provided, however, that the **Contractor** must make a reasonable bona fide effort to settle strikes or other labor disputes, and will make reasonable efforts to resume service in the event the act of God or other catastrophe terminates or reduces.

13. ADJUSTMENTS TO COLLECTION COSTS

The City may approve an adjustment to the unit cost for collection upon the **Contractor**'s written request and justification. The published increase in Consumer Price Index will be used as an indicator for justification. However, adjustments will not be considered before one year after the date of contract and annually thereafter. Any increase in collection rates shall not exceed 90% of the annual increase in the Consumer Price Index for the twelve (12) months immediately preceding the month during which the request is made. No rate adjustment may take effect in whole or part without the approval by the City.

The City may approve an adjustment to the unit cost for increases in landfill disposal charges upon **Contractor's** written request and justification. However, adjustments will not be considered before one year after the date of contract and annually thereafter. No rate adjustment may take effect in whole or part without approval by the City.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U)

Expenditure Category	Seasonally adjusted: Changes from preceding month 2001: June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Compound annual rate 3-mos. ended Dec. '01	Un-adjusted 12-mos. ended Dec. '01
All Items	.2	-.3	.1	.4	-.3	.0	-.2	-2.0	1.6
Food and beverages	.4	.3	.2	.2	.5	-.1	-.1	1.4	2.8
Housing	.4	.0	.3	-.2	-.1	.4	.2	2.1	2.9
Apparel	-.3	-.6	-.6	.6	.6	-.9	-.6	-4.1	-3.2
Transportation	-.2	-2.3	-.5	1.6	-2.2	-1.5	-.8	-16.6	-3.8
Medical care	.4	.1	.5	.3	.4	.5	.1	4.4	4.7
Recreation	-.2	.2	.2	.1	.1	.3	-.2	.8	1.5
Education and communication	.5	.5	.5	.0	.6	.1	.1	3.1	3.2
Other goods and services	.4	1.6	-.9	1.5	-.7	1.3	-1.0	-1.9	4.5
Special Indexes									
Energy	-.9	-5.6	-1.9	2.6	-6.3	-4.4	-3.2	-43.6	-13.0
Food	.4	.3	.2	.2	.5	-.1	-.1	1.2	2.8
All Items less food and energy	.3	.2	.2	.2	.2	.4	.1	2.6	2.7

See page 6 for a note on planned changes in the CPI in 2002.

Consumer prices declined at a seasonally adjusted annual rate (SAAR) of 2.0 percent in the fourth quarter. This followed increases in the first three quarters at rates of 4.0, 3.7, and 0.7 percent, respectively. For the 12-month period ended in December, the CPI-U rose 1.6 percent. This compares with an increase of 3.4 percent for 2000 and was the smallest annual advance since a 1.6 percent rise in 1998. The index for energy, which registered double-digit increases in both 1999 and 2000, decelerated sharply in 2001, declining 13.0 percent. Petroleum-based energy costs decreased 24.5 percent, and charges for energy services fell 1.5 percent. Within the latter group, charges for natural gas declined 15.1 percent in 2001, following a 36.7 percent increase in 2000, while charges for electricity rose 6.1 percent after increasing 2.6 percent in 2000. The food index rose 2.8 percent in 2001, the same as in the previous year.

Excluding food and energy, the CPI-U advanced at a 2.6 percent SAAR in the fourth quarter, following increases at rates of 3.5, 2.6, and 2.4 percent, respectively, in the first three quarters of 2001. The 2.7 percent rise in 2001 compares with a 2.6 percent rise in 2000. Larger advances were recorded in the indexes for shelter --up 4.2 percent in 2001 compared with 3.4 percent in 2000--for communication--up 0.4 percent in 2001 after declining 3.0 percent in 2000--and for medical care. Partially offsetting the acceleration in these components were downturns in the indexes for airline fares and used cars and a larger decline in the index for apparel. The annual changes for selected groups for the last eight years are shown below.

Percentage change 12 months ended in December

	1994	1995	1996	1997	1998	1999	2000	2001
All items	2.7	2.5	3.3	1.7	1.6	2.7	3.4	1.6
Food and beverages	2.7	2.1	4.2	1.6	2.3	2.0	2.8	2.8
Housing	2.2	3.0	2.9	2.4	2.3	2.2	4.3	2.9
Apparel	-1.6	0.1	-0.2	1.0	-0.7	-.5	-1.8	-3.2
Transportation	3.8	1.5	4.4	-1.4	-1.7	5.4	4.1	-3.8
Medical care	4.9	3.9	3.0	2.8	3.4	3.7	4.2	4.7
Recreation	1.4	2.8	3.0	1.5	1.2	.8	1.7	1.5
Education and communication	3.3	4.0	3.4	3.0	0.7	1.6	1.3	3.2
Other goods and services	4.2	4.3	3.6	5.2	8.8	5.1	4.2	4.5
Special indexes								
Energy	2.2	-1.3	8.6	-3.4	-8.8	13.4	14.2	-13.0
Energy commodities	5.2	-3.3	13.8	-6.9	-15.1	29.5	15.7	-24.5
Energy services	-.6	0.8	3.8	0.2	-3.3	1.2	12.7	-1.5
All items less energy	2.6	2.9	2.9	2.1	2.4	2.0	2.6	2.8
Food	2.9	2.1	4.3	1.5	2.3	1.9	2.8	2.8
All items less food and energy	2.6	3.0	2.6	2.2	2.4	1.9	2.6	2.7

Pam Dufresne

From: Jim Basinger
Sent: Sunday, January 27, 2002 8:52 AM
To: 'Steve Rapson (E-mail)'
Cc: Mayor Brown; 'Annie McMenamin (E-mail)'; 'Dan Tennant (E-mail)'; 'Murray Weed (E-mail)'; Betsy Tyler; Jane Miller; Pam Dufresne
Subject: RE: Golf Cart Ordinance

Steve, will do. Jim

-----Original Message-----
From: Steve Rapson [mailto:Steve.Rapson@co.fulton.ga.us]
Sent: Friday, January 25, 2002 5:24 PM
To: citymgr@peachtree-city.org
Cc: sbrown@peachtree-city.org
Subject: Golf Cart Ordinance

Jim,

I'd like for you to add to the February 7th City Council Agenda a discussion item for creating a committee to discuss revision to the Golf Cart Ordinance.

I would like for the Council to appoint a committee to hash out a recommendation concerning Grandparents driving with their grandkids (i.e., Dan brought this up for discussion last year – and Council agreed then to readdress it after the new year...), whether 15 years olds with a Georgia driving permit could drive the carts and any other suggestions Councilmember's, city staff or concerned citizens may want addressed.

I do think there may be legal issues that we need to resolve prior to concerning this issue - so I would suggest we wait and officially appoint the committee on March 7th after we get any legal opinions we think we need. This would also give Staff and Council time to finish up the moratorium issues and decide who would comprise this committee.

If you need any other further clarification let me know.

Steve Rapson

Council- I'd like to [redacted]
the next Agenda to [redacted]
committee to evaluate our ordinance -
We discussed doing this last year regarding
Grandparents as well... Steve Rapson

[redacted]

34 Parkgate Lane
Peachtree City, GA 30269
January 6, 2002

Steve Rapson
City Hall
151 Willowbend Road
Peachtree City, GA 30269

Dear Mr. Rapson:

As the new year begins, I would like for you to consider a proposal concerning the golf cart ordinances. Like your son Andy, I am a fifteen year old freshman at McIntosh High School. I am an honor student, a cheerleader, and involved in several service clubs at school. I have been a resident of Peachtree City for the past fourteen years. I was a little girl when the present golf cart laws were determined.

I would like you and the city council to change one of the golf cart laws. The present law states that a person must be sixteen years of age to drive a golf cart on his/her own. I would like you to consider changing the law to include people who have a valid driver's permit to be able to drive a golf cart on their own.

Consider that if a person can drive a car with an adult while on a permit he/she is more than capable of driving a golf cart alone. Many people with their permit do not get the privilege to drive their golf cart with their parents because they are at work or too busy. If the law were changed then driving a golf cart alone with a permit would help prepare the individual for the responsibilities he/she will encounter when they will be able to drive a car alone. Another reason to change the law is because this may lead to fewer accidents on the road because the permit driver would acquire more practice on the golf cart. Changing this law would also help the environment. There would be less pollution if the permit holder could visit friends using the golf cart instead of a polluting car. There would also be less traffic on the road because people would be using their golf carts instead of their cars. When a person turns sixteen or gets their license, if given the choice most would choose a car over a golf cart. If a person is in the habit of using the golf cart before they get his/her license they may consider the environmentally positive choice and use the golf cart more often instead of a car even when they have a driver's license.

I hope you will thoughtfully consider my points and consider changing the golf cart law to allow valid permit holders to drive a golf cart. Please give me the steps and procedures of how to go about having this law changed. I look forward to hearing from you and the city council. I can be reached at the above address or you can call me at 770-631-4472.

Sincerely,

Lauren Rose Davis

Lauren Rose Davis

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager Jim

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

DATE: February 1, 2002

SUBJECT: Establishment of Community Improvement District

In regard to financing major capital improvement projects in the Highway 54 West corridor that are detailed in the LCI plan, we are considering the establishment of a Community Improvement District (CID). A CID is a special tax district wherein the businesses within the district are assessed a special tax that will cover the cost of the improvements. The imposition of such a tax is subject to the approval of a majority of the businesses within the district. The first step, however, is to create the CID.

At this time staff is seeking authorization from Council to proceed with working with our bond counsel, Earle Taylor, and the City Attorney to establish the enabling legislation necessary to create the CID. Earle Taylor has been involved with several other CID projects, and is currently serving the city and Water Authority with other bond projects. We will need to work quickly in order to get this item on the current state legislative session agenda.