

City Council of Peachtree City
Agenda
February 6, 2003
7:00 p.m.

- I. Pledge of Allegiance
- II. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Robert Huefner as winner of Wendy's High School Heisman Trophy
Recognize Supervisor of the Quarter
- III. Minutes
January 16, 2003 Regular Meeting Minutes
- IV. Monthly Reports
- V. Consent Agenda
 - 1. Consider Amendment to Alcohol Ordinance
 - 2. Alcoholic Beverage License – Addition of Distilled Spirits – Hub's Birds Brews
 - 3. Consider Approval of Amended CAR 3-8
- VI. Old Agenda Items
 - 04-02-07 Great Georgia Airshow Budget Recommendations
 - 12-02-07 Public Hearing – Rezoning of Numerous Parcels of Property (Land Use Plan Update) for four sites in Industrial Park area
 - 01-03-05 Approve Draft Legislation Creating a Recreation and Entertainment Authority
Consider Recreation and Entertainment Authority Resolution
 - 01-03-08 Discuss/Consider Funding for TDK Boulevard Extension
- VII. New Agenda Items
 - 02-03-01 Alcoholic Beverage License – NEW – Ribs Inc.
 - 02-03-02 Alcoholic Beverage License – NEW – Deli Delicious (Amphitheater)
 - 02-03-03 Fayette County Chamber of Commerce – Discuss Business Conditions in Fayette County
 - 02-03-04 Consider Amendment to Chapter 78 of the Code of Ordinances to Provide Vehicle Weight Parking Restrictions
- 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.

Revised 2/3/03

City of Peachtree City
Minutes of Meeting
January 16, 2003
7:00 p.m.

The City Council of Peachtree City met Thursday, January 16, 2003, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown and Building Official Tom Carty presented the City's annual Builders Awards. Those recognized included Georgia Classic Homes, Builder of the Year; Jim Davis, T.D. Farrell Construction, Superintendent of the Year; Home Depot/Wal-mart, T.D. Farrell Construction, Best Commercial Site; and Richard Simms Homes, Job Site Safety Award. Mayor Brown read the Martin Luther King, Jr. Day proclamation and presented it to members of the Fayette County NAACP.

Mayor Brown noted that Council Member Rapson might have to leave the meeting due to a family medical emergency. Rapson asked that agenda items 01-03-07 Consider Funding for Highway 74/Dividend Drive Intersection Improvements and 01-03-08 Discuss/Consider Funding for TDK Boulevard Extension be moved forward in case he had to leave. Weed moved to move those items forward. Tennant seconded. The motion carried unanimously.

**01-03-07 Consider Funding for Highway 74/Dividend Drive Intersection
Improvements**

City Engineer Troy Besseche told Council that staff had worked with the DOT for about six weeks to determine what was required of the City for the project. The scope had been narrowed to exactly what the City's share would be, as well as the state portion of the costs for the signal light and intersection improvements. Besseche said the state would take care of the signal installation and the City would be responsible for the lane work, striping, and minor modifications to the intersection. Besseche said this was a good situation for the City and would cost around \$21,000. Staff recommended the City pursue the project. He added that there was a lot of momentum building at the state level for the project and it would be difficult for the City to back away from the project.

McMenamin noted the initial responsibility for the City was \$150,000, and that this was a significant savings for the City. She commended Senator Mitch Seabaugh for his efforts on behalf of the City.

Rapson moved to spend \$21,000 from Council Contingency for the purpose of construction improvements to the Highway 74/Dividend Drive intersection. McMenamin seconded. The motion carried unanimously.

01-03-08 Discuss/Consider Funding for TDK Boulevard Extension

Brown said he and Tennant, along with City staff, met with the County early that morning and had a very positive discussion. He moved to continue the item to a special called meeting on Thursday, January 23. Rapson seconded.

Weed said he had spoken with Jim Pace of the Fayette County Chamber of Commerce, Senator Seabaugh, and Fayette County Commission Chairman Greg Dunn that day, and the project was moving forward appropriately. He looked forward to a resolution. Tennant added he was pleased with the progress at this point and was encouraged that the TDK Boulevard extension would happen.

McMenamin suggested the meeting begin at 6 p.m. so the Council could go to the County Commission meeting that night to inform the Commissioners of Council's decision at its meeting. She felt that would be a good show of collaboration. Brown amended his motion to include 6 p.m.

The motion carried unanimously.

Approval of Minutes

Rapson moved to approve the December 5, 2002 Regular Meeting Minutes as written. Weed seconded. The motion carried unanimously.

Rapson noted he did not attend the December 19, 2002 Regular Meeting and would abstain from the vote. McMenamin moved to approve the December 19, 2002 Regular Meeting Minutes as written. Tennant seconded. The motion carried 4-0-1 (Rapson).

Weed noted he did not attend the January 2, 2003 meeting and would abstain from the vote. Rapson moved to approve the January 2, 2003 Regular Meeting Minutes with changes. McMenamin seconded. The motion carried 4-0-1 (Weed).

Consent Agenda

- 1. Alcoholic Beverage License – Change in License Representative – Ted's Montana Grill**
- 2. Alcoholic Beverage License – Change in License Representative – Kroger #654**
- 3. Alcoholic Beverage License – Change in License Representative – Kroger #422**
- 4. Consider Intergovernmental Agreement with the Airport Authority Relative to Stallings Road**
- 5. Resolution to Call for Election and Establish Qualifying Fees**
- 6. Consider Amendments to the Alcoholic Beverage Ordinance (letters and numbers are incorrect due to recodification)**

Rapson noted Consent Agenda item #4. He said he had no problems with the contract, but did not want to close the door on Council possibly financing the \$150,000 of debt. He said that was still to be determined and was still an option on the table.

McMenamin said Council needed to move on the Stallings Road improvements so the area could be aggressively marketed to bring more revenue into the airport, and this was in the best interests of the City. McMenamin moved to approve the consent agenda. Rapson seconded. Weed noted that he had spoken with City Attorney Ted Meeker that day and he assured Weed he had reviewed the document. The motion carried unanimously.

Old Agenda Items

08-02-09 Discuss Intergovernmental Agreement with the Development Authority

Finance Director Paul Salvatore recalled that, at the November 21, 2002, meeting, Council had instructed staff and the City Attorney to revise paragraph 3(c) of the proposed intergovernmental agreement regarding the \$1.45 million debt. He noted that Council had seen staff's recommendation and the legal opinion.

Tennant asked Salvatore to summarize the City's financing options. Salvatore said there were three options. The first would be to hold a referendum on whether the debt could be incurred and issue G.O. (General Obligation) bonds to pay off the debt if the referendum passed. The second option would be to use lease/purchase debt financing through GMA's Bricks & Mortar program. Another alternative would be to have a Recreation Authority created by the Georgia legislature through local legislation. Salvatore explained such an authority would be able to legally operate and manage the Tennis Center and Amphitheater and would be able to issue cost-effective revenue bonds to satisfy the existing debt of the Development Authority. Salvatore said staff recommended the third option.

Tennant asked why staff recommended the third option. Salvatore explained that the legal opinion cast doubt on the Development Authority being able to operate the two facilities. The first two options put the facilities under the control of the City. Creating a Recreation Authority was the most economical way to handle the debt.

McMenamin said when Council left the November 21 meeting staff had been instructed to work on the paragraph and the Mayor had been authorized to sign the agreement. Staff had asked for a legal opinion from the City Attorney and now they had a conflicting opinion from the Development Authority's attorney. She said it was a troublesome situation since Council had given instructions that were not followed based on the legal opinion. She asked how Council could undo the vote and direction they had given on November 21.

City Attorney Ted Meeker told Council that he believed the opinion from Earle Taylor and himself cast doubt on whether the contract could go forward. He said that, at this point, subsequent action on the later agenda item could cure some of that. He said it would be taken care of, but not as prescribed at the November meeting. McMenamin said there were two different opinions and both parties were trying to avoid going to court. She recommended Council discuss its intentions regarding the Recreation Authority, which would then dissolve the previous vote of Council. Meeker recommended Council table this agenda item pending resolution of the Recreation Authority.

Brown moved to table this item pending the outcome of the later agenda item (01-03-05 Consider Creation of Recreation Authority). Weed seconded.

Tennant said the City Attorney said the agreements were not valid and Council needed to abide by the City Attorney's opinion. Another attorney said the agreements were valid. Tennant said it was his strong belief that when the Development Authority took over the venues, the members did so for the right reasons – to make things work legally. Nothing underhanded was done despite opinion. He continued that the members of the Development Authority had agreed to establish another authority to resolve the situation and to move forward.

McMenamin agreed with Tennant's observations and said she was on Council at the time the Development Authority took over the facilities. Everyone acted in good faith. The Development Authority had put in energy and time and everything had been done in the best of good faith for the citizens in the City.

Weed said it was obvious they all agreed with that basic idea and all had voted in favor of the original agreement. It never entered anyone's minds that the management, and the mechanism to obtain that management, had been improper. He said they were ready to move beyond that and come up with something Council and the Development Authority could agree on.

The motion was approved 4-0-1 (Rapson).

New Agenda Items

01-03-04 Alcoholic Beverage License – NEW – Chic'N D'Lite

Wayne Morrison and Lori DeLeonardis, the applicants for licensee and license representative, addressed Council.

McMenamin said she understood that Morrison built up restaurants and sold them. She asked Morrison if that was his standard operation. Morrison said he leased the restaurants. He would like to franchise them and wanted one up and working to show prospective franchisees. McMenamin noted that there had been problems with the background checks on several people who applied as the license representative prior to DeLeonardis' application. She asked who would run the restaurant and sign for the alcohol. Morrison said DeLeonardis was the general manager and would sign for alcohol.

McMenamin told the applicants that the City took alcoholic beverage licenses very seriously. She suggested the applicants call the Police Department if there were any problems or concerns. McMenamin moved to approve the alcoholic beverage license for Chic'N D'Lite with Wayne Morrison as the licensee and Lori DeLeonardis as the license representative. Tennant seconded.

McMenamin suggested looking at the licensing process. If problems were encountered, Council might need to think about charging another processing fee since each application

took time to process. Weed noted that lying, or not including, information on the application was also fraudulent and he said the application form might need to be reviewed or revamped.

The motion carried unanimously.

01-03-05 Consider Creation of Recreation Authority

Weed said the subcommittee composed of Council and Development Authority members had met for three and one-half months and had a frank and open discussion. The subcommittee members included Weed, Tennant, and Development Authority members Doug Warner, Brian Palmitessa, and Bob Brooks. The subcommittee felt they had a viable and long-term solution, but there was still a question on how to handle the debt. The recommendation to create a Recreation Authority was a mutual recommendation from the Council and the Development Authority. Weed said the subcommittee authorized him to discuss the matter.

Weed continued that Doug Warner had drafted the preliminary road map of how the new authority would come to being and Mitch Seabaugh had been asked to sponsor the legislation. Legislative counsel would draft the bill. Weed explained that the original authority would have seven members with staggered terms. The make-up would include the Recreation Commission chairman, two years; a member of the Amphitheater Advisory Board, two years; a member of the Tennis Center Advisory Board, two years; two members of the Development Authority, three years; and two citizens-at-large, four years. After the staggered terms ended, the Mayor and Council would appoint members as necessary through the interview process.

Tennant explained that the composition of the new authority was established because they were trying to have a smooth, legal transition from one authority to the other. He continued that everyone agreed the new authority was the best way to handle the debt. The reason the appointments were set up this way was the subcommittee members felt it was prudent and wise to have experience on the team and they wanted a logical transition process.

Brown questioned a few things in the draft legislation -- Section 3, line 9, and Section 7, line 8. The same language was used in both lines and he wanted to have it eliminated. The language was "to provide recreation opportunities at a higher level than is customarily provided by a municipality." Brown said he did not want to make it look like things were skewed. Tennant said he spoke with the members of the subcommittee and they had no problem striking the language. Weed said both Brown and Tennant approached him prior to the meeting regarding the change, which he said was minor, but he understood why the Mayor wanted the change.

Brown asked Meeker to clarify Section 7(e), the self-liquidating clause. Meeker explained it was no different from any other revenue bonds. The bonds would be issued based on the revenue stream and any other assets that had to be pledged in connection with the bonds. He said it typically was just operating revenues or revenues derived from the operation of the facilities. Brown continued that Section 8(e) might also need clarification regarding contracts and construction and whether Council should approve them. Meeker said that was

typical and that normally the authority would handle those contracts. He continued that, similar to his opinion, the recreation authority could not in turn bind the City to any contracts they entered into. Tennant asked if it was fair to say that the City would have no say in something like that. Meeker said they would function as an independent authority.

Brown continued to Section 8(k) regarding borrowing. He asked how about the terms and how the City could avoid the possibility of excessive debt that it might have to assume. Meeker explained that if in incurring any debt or obligation from the revenue bonds the authority looked for a pledge from the City, the City would be able to pass on it at that time. Unless it came to the City in that form, it would be a separate debt of the Authority and would not, per se, involve the City.

McMenamin said she opposed the name Sports and Entertainment Authority. She realized there would be a transition time, but pointed out the City had a great Recreation Department that handled all of the sports facilities. What Council was addressing was the Tennis Center and the Amphitheater and they were trying to resolve debt and stay out of court. She continued that the City needed to remain clear what the hotel/motel tax was spent on and preferred the City stay with the name Peachtree City Recreation Authority.

Brown said he wanted to use Sports and Entertainment Authority so there would not be any confusion with the Recreation Commission or Department. He thought from a marketing perspective, since the authority would be responsible for sports and entertainment that Sports and Entertainment Authority sounded better.

McMenamin noted that the citizens had always been confused about acronyms and names used by the City and its primary developer. They had always been able to work through it. She wanted the new authority to begin cleanly and understanding its responsibility. She said she would approve the legislation only with the name of Peachtree City Recreation Authority. Brown removed the request for the name change.

Meeker said he had reviewed the legislation and it was very good, but he would like to do some minor "tinkering." Specifically, Meeker wanted to look at the definitions of cost and project. He also wanted to enhance the purpose clause. He asked Council to allow him to submit a draft early next week and that the matter could be placed on the agenda for the special called meeting on January 23. He noted that the General Assembly convened this week and time was of the essence.

Brown moved to have Meeker do that, adding in the language from Council Member Weed regarding the original members and staggered terms, and the elimination of the language from Section 3, line 9, and Section 7, line 8. Tennant seconded.

Tennant clarified that the terms of the seven members of the authority according to the sheet on the dais. Weed said it would be in accordance to the document he provided to Council that was located on the dais, and which he referenced during the conversation. Tennant read the board's composition from the document – two citizens at large serving four-year terms, a

member of the Tennis Center Advisory Board serving a two-year term, a member of the Amphitheater Advisory Board serving a two-year term, two members of the Peachtree City Development Authority serving three-year terms, and the chairman of the Peachtree City Recreation Commission serving a two-year term.

McMenamin noted that structure ensured the employees of the Tennis Center and Amphitheater had job protection. She believed it allowed the members of the Recreation Authority time to assess the performance of the individuals who worked for both entities and give a fair evaluation. She said she would like to select the two citizens-at-large using the same procedure used when a council member was appointed to fill an unexpired term. Weed and Brown both pointed out there was already a procedure in place to appoint people to the City's authorities and boards. McMenamin noted that this was a new authority and wanted to look at the procedure.

The motion was approved 4-0-1 (Rapson).

Meeker asked Council if he could share the legislation with Development Authority attorney Mark Oldenburg when it was drafted and if the City Clerk could start running the legal ad. The ad would come out Wednesday, January 22.

Weed moved to go ahead and run legal advertisement regarding the legislation. Tennant seconded. The motion carried unanimously.

Meeker noted that the composition of the authority was different from the information he had and asked for a copy of the composition.

Ron Small addressed Council regarding his concerns for the Tennis Center. He said he was a very interested tennis player who felt those running the Center had not been fiscally responsible. He said the Center costs were going out of reach for the average citizen. He said he addressed the Tennis Center Advisory Board about his concerns seven years ago and was ostracized for a year for wanting to make a change. Weed assured Small those conversations had been held and that the Development Authority members on the subcommittee recognized his concerns. The Mayor and Council would make the appointments to the authority.

David Gardner told Council he was one of the citizens who helped make the Tennis Center happen. He said it was never envisioned to be what it was at this cost and said it cost him \$36 a match to play at the Center. He felt there needed to be more citizen input. It was not a public, reasonably priced center.

Bill Chapman asked what the difference was between the two authorities. Brown explained that the Development Authority, through the state's Development Authority law, was not designed to take on the debt for the venues, but Recreation Authority law allowed that kind of debt. Brown said the debt would be paid by the hotel/motel tax and creating the new

authority was a compromise. Weed added it was the best situation the City could get without going to court.

01-03-06 Fayette County Development Authority Presentation

Chris Clark of the Fayette County Development Authority addressed Council and said he had been asked to give the quarterly report presentation by Council Member Tennant. Last year, Sealed Air closed and Southwire and TDK announced their closings. Clark noted that, FY 2003 (the fiscal year began in July) to date, there had been layoffs at Photocircuits and Equistar Chemical had closed. Clark pointed out the count only included businesses located in Fayette County. Clark said the Development Authority's first priority was existing business and industry. The second priority was the recruitment of new business and industry. The third priority was to help entrepreneurs and small business development people start their own businesses in the County.

Programs for local industry included tours of plants to outreach letters. The Authority developed an industrial directory to help local businesses develop business-to-business relationships to help businesses find local suppliers. A cluster program was also developed to find issues that industries had in common and to get them together to try to resolve the issues. An industry employee appreciation program was also developed and the goal was to reach out and meet all 5,000 employees, roughly one-fourth of the local workforce, in the County. To date, the Authority members had met and recognized over 4,000 employees.

Clark continued that once the TDK facility was on the market the County would have over 628,000 square feet of vacant space, although the County's unemployment rate was the lowest since July 2001. Clark said 900 more people were living in the County now, but the economic downturn had hurt. The good news was there was product to show, but the bad news was there was product that had to be filled. Clark said there was no blueprint to attract industry. On an average year, 1,500 projects were looking to relocate nationwide. The County's bestseller was local business and the companies they did business with.

Clark said the Authority served as a gatekeeper to ensure the industries and businesses that came to the County were the type people wanted. The checklist they used included air quality issues, unusual water and sewer needs, average salary, number of employees, unusual truck traffic numbers, the type of skills needed in employees, and a record of good corporate citizenship.

Clark explained the history between the County's Development Authority and the Development Authority of Peachtree City. He said, according to the way the game was played in Georgia, there needed to be a single contact in each county. When the County authority was formed, the City decided to keep its authority for funding and bonds. Clark continued that the Fayette County Development Authority was different from any other and had the best board in the world. The board was composed of representatives from the municipalities, the Development Authority of Peachtree City, and the Peachtree City Airport Authority. The two authorities worked together on special projects. The City's development authority also helped fund the annual holiday luncheon where every state developer was

invited, donated tables at the Amphitheater for prospects, and helped with existing industry. Clark said the two authorities had a good working relationship and he thanked Council for its support.

Council/Staff Topics

Interim City Manager Colin Halterman announced that the Council's annual retreat was scheduled on Friday and Saturday, March 7-8, at the Wyndham Peachtree Conference Center. City offices would be closed on Monday, January 20, for the Martin Luther King, Jr. holiday.

Brown noted that the City had been labeled with an anti-development reputation and he wanted to discuss Council's position during the next few meetings.

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

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2003 City Event Calendar

	<u>February</u>	<u>March</u>
	2/6 – City Council Meeting, 7 pm 2/20 – City Council Meeting, 7 pm	3/6 – City Council Meeting, 7 pm 3/7 & 8 – City Council Retreat, 8 am – 5 pm, Wyndham (Optional Breakfast prior to convening) 3/20 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/03 – City Council Meeting, 7 pm 4/17 – City Council Meeting, 7 pm 4/25 & 26 – GMA Training, Tifton Rural Development Center	5/01 – City Council Meeting, 7 pm 5/9 – GMA Training – Thomasville 5/15 – City Council Meeting, 7 pm 5/26 – Memorial Day, City offices closed	6/5 – City Council Meeting, 7 pm 6/19 – City Council Meeting, 7 pm 6/21-24 – GMA Annual Convention - Savannah
<u>July</u>	<u>August</u>	<u>September</u>
7/03 – City Council Meeting, 7 pm 7/04 – July 4 Holiday – City Offices closed 7/17 – City Council Meeting, 7 pm	8/6-9 – GMA Training, Athens 8/07 – City Council Meeting, 7 pm 8/21 – City Council Meeting, 7 pm	9/1 – Labor Day, City offices closed 9/4 – City Council Meeting, 7 pm 9/18 – City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/02 – City Council Meeting, 7 pm 10/16 – City Council Meeting, 7 pm 10/25 – GMA Training, Tifton	11/6 – City Council Meeting, 7 pm 11/10 – GMA Training, Macon 11/20 – City Council Meeting, 7 pm 11/28 & 29 – Thanksgiving Holidays – City Offices Closed	12/4 – City Council Meeting, 7 pm 12/18 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holidays – City Offices Close at noon on 12/24 and remain closed on 12/25

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

Updated 1/27/03

BUILDING DEPARTMENT **2002 MONTHLY REPORT**

2002
2001
YEAR TO DATE
YEAR TO DATE

DEVELOPMENT PERMITS:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR TO DATE	YEAR TO DATE
	38	15	19	14	17	14	31	42	25	21	25	12	273	241

BUILDING PERMITS:

Single Family Residential	22	28	5	16	18	17	13	43	10	21	22	19	234	186
Multi-Family Residential											5		5	0
Misc-Pool/fences/additions	34	75	56	103	77	59	64	52	39	66	51	35	711	628
Commercial/Industrial	7	13	11	6	8	8	5	11	13	20	8	7	117	130

TOTAL INSPECTIONS:

	689	518	640	771	586	595	623	641	598	727	521	602	7,511	8,659
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CERTIFICATE OF OCCUPANCY:

Residential	12	18	23	10	14	30	10	19	11	12	12	20	191	178
Commercial	3	6	3	5	1	1	3	3	6	7	10	2	50	77
Multi-family Residential	24	56	12	34	24	0	0	0	0	0	0	0	150	465

CODE ENFORCEMENT:

Sign Violations	94	49	36	137	67	147	133	119	102	106	119	83	1,192	1,515
Rehab	20	5	10	5	8	27	25	12	20	10	20	20	182	137
Notice of Violations	302	149	183	321	387	471	333	337	348	297	211	169	3,508	2,849
Citations	6	2	3	3	10	7	8	2	0	5	2	2	50	64
Stop Work Orders	12	6	2	6	1	8	3	15	7	17	2	5	84	62
Complaints from Citizens	39	17	25	35	34	6	32	35	18	16	11	12	280	186
Assessments	50	57	43	46	50	41	37	23	39	2	2	0	390	941

PERMIT FEES COLLECTED:

	65,830	52,939	85,195	40,928	35,856	35,109	25,100	72,678	39,317	57,339	42,007	41,556	552,298	397,654
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POPULATION:

	33,843	33,998	34,071	34,163	34,242	34,305	34,326	34,366	34,389	34,414	34,440	34,482	34,882	33,768
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Based on 2.09 of completed occupancy

Peachtree City Prisoners at Fayette County Jail

2002

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2002	Previous Year
*Average Misdemeanors	10.33	7.25	8.19	6.59	6.87	7.46	8.00	6.13	4.90	4.26	5.00	4.05	8.59	9.82
*Average Felonies	1.04	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.09	1.04	0.15	0.00	0.86	2.71

*Average Totals	11.37	8.25	9.19	7.59	7.87	8.46	9.00	7.13	5.99	5.30	5.15	4.05	7.45	12.53
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*These totals do not include weekend incarcerations.

Fayette County Jail Fund

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2002	Previous Year
	\$5,752.64	\$6,220.96	\$5,920.47	\$4,099.00	\$5,932.28	\$6,379.82	\$5,683.03	\$5,368.03	\$5,805.51	\$6,551.55	\$5,182.16	\$5,478.62	\$68,374.07	\$74,839.29

Financial Services Monthly Report

STATUS OF FUNDS AS OF DECEMBER 31, 2002									
Fund	Cash		Total		Total Fund		Purchasing Monthly Report		
	Balance	Investment	Balance	Interest	Balance	Interest	For Fiscal Year	FY03	FY02
General Fund	\$95,743	\$4,849,417	\$5,345,160	\$23,947			Purchase Requisitions Processed	538	464
Library Sales Tax Fund	\$0	\$0	\$0	\$0			City Store Requisitions Processed	28	24
Public Improvement Fund	\$25,293	\$1,557,366	\$1,582,659	\$8,025			Sealed Bids Requested >\$10,000	6	8
Self Insurance Fund	\$0	\$22	\$22	\$59			Requests for Proposals	1	4
Debt Service Fund	\$0	\$88	\$88	\$0			Requests for Proposals Awarded	1	3
Municipal Court Fund	\$42,483	\$0	\$42,483	\$0			Written Quotes Req \$5,000-10,000	11	2
Develop & Impact Fees	\$529,245	\$218,758	\$748,003	\$2,985			Verbal Quotes Requested \$500-\$5,000	117	18
Neighborhood Parks/Rec.	\$16,692	\$0	\$16,692	\$41			Total # of Purchase Orders Issued	538	464
Governor's Greenspace Prg	\$5,937	\$0	\$5,937	\$243			Total # of Bids Awarded	6	4
Federal Seizures Police Fd	\$4,139	\$0	\$4,139	\$10			Contracts Required >\$10,000	0	1
Police Tuition Account	\$2,797	\$0	\$2,797	\$7			# of Fixed Assets Purchased >\$5000	26	NOT AVAILABLE
Landscape Deposits	\$175,682	\$0	\$175,682	\$397					
Grand Total	\$1,298,010	\$6,625,650	\$7,923,660	\$35,715					

Collateral Analysis as of December 31, 2002									
Security Location		Bank		Total Held					
Bank of New York		First Union		\$1,480,128					
Bank of New York		Peachtree National		\$5,427,331					
Federal Res Bk of Boston		South Trust		\$4,963,307					
				\$11,870,766					

General Fund Budget Comparison									
Revenues - By Major Category		Expenditures by Division YTD		Difference					
2003 Budget	Actual YTD	2003 Budget	Actual YTD		%				
General Property Taxes	\$6,701,035	\$2,033,262	(\$4,667,773)	30.34%					
Franchise Taxes	\$1,869,602	\$293,051	(\$1,576,551)	15.67%					
Local Option Sales Tax	\$6,242,736	\$1,489,997	(\$4,752,739)	23.87%					
Other Sales & Use Taxes	\$1,411,882	\$357,237	(\$1,054,645)	25.30%					
Business Taxes	\$1,572,015	\$1,399,809	(\$172,206)	89.05%					
Licenses & Permits	\$677,451	\$253,998	(\$423,453)	37.49%					
Grants	\$0	\$45,142	\$45,142	N/A					
Charges for Services	\$896,482	\$184,714	(\$711,768)	20.60%					
Fines & Forfeitures	\$707,284	\$182,888	(\$524,396)	25.86%					
Investment Income	\$79,851	\$24,839	(\$55,012)	31.11%					
Surplus Carryover	\$186,509	\$0	(\$186,509)	0.00%					
Other Financing Sources	\$0	\$0	\$0	N/A					
Total	\$20,344,847	\$6,264,936	(\$14,079,911)	31%					

General Fund Budget Comparison									
Expenditures by Division YTD		Summary of Major Expenditures by City Manager		Difference					
2003 Budget	Actual YTD	Budget	Award		%				
Administrative	\$1,097,456	\$389,415	\$708,041	35%					
Developmental	\$944,590	\$175,096	\$769,494	19%					
Finance	\$602,305	\$111,004	\$491,301	18%					
Leisure Services	\$3,451,921	\$775,085	\$2,676,836	22%					
Public Safety	\$6,580,158	\$1,414,884	\$5,165,275	22%					
Public Works	\$2,653,993	\$570,663	\$2,083,330	22%					
Tfr to PCDA/PCAA	\$385,096	\$94,273	\$290,823	24%					
Non-Profit Organizations	\$25,000	\$0	\$25,000	0%					
Council Contingency	\$200,000	\$0	\$200,000	0%					
Council Reserve	\$0	\$0	\$0	N/A					
Transfer to PIP	\$1,270,664	\$0	\$1,270,664	0%					
Transfer to Debt Svc	\$403,813	\$203,003	\$200,810	50%					
Transfer to Self Ins	\$2,729,851	\$225,947	\$2,503,904	8%					
Total	\$20,344,847	\$3,959,367	\$16,385,480	19%					

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2002/2003 MONTHLY REPORT**

Oct. 02 Nov. 02 Dec. 02 Jan. 03 Feb. 03 Mar. 03 Apr. 03 May. 03 Jun. 03 Jul. 03 Aug. 03 Sept. 03 **Fiscal Yr. 2003 Y-T-D** **Fiscal Yr. 2002 Y-T-D**

Fire/Accident Calls

Residential	4	1	2	7	10
Business/Industrial	0	1	1	2	1
Other	186	168	175	529	548

Total Engine Response 190 170 178 538 559

Dispatched Fire Calls 56 37 41 134 171

Response Time Fire 4:44 4:14 5:31 5:00 4:43

Rescue/EMS

Trauma	69	77	55	201	178
Medical	82	72	71	225	291

Total # Patients 151 149 126 426 469

Patients Transported 72 79 47 198 230

Dispatched EMS Calls 138 130 136 404 388

Total Medic Response 151 149 126 426 467

Dispatched Fire/EMS Total 194 167 177 538 559

Response Time EMS 4:17 4:16 4:35 4:22 4:07

EMS BILLING

Patients Billed 63 71 74 208 235

Revenue Generated 22,335 25,170 26,105 73,630 81,536

***Total Revenue Received** 18,932 18,398 19,768 57,098 53,448

***Revenue Received on All Outstanding Accounts**

DEPARTMENT

2002 MONTHLY REPORT

REPORT PERIOD		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2002 YTD TOTAL	2001 YTD TOTAL
1. Authorized Permanent Positions		224	224	224	224	224	224	224	224	224	224	224	224	224	224
2. Positions Open		5	7	7	6	5	4	5	4	7	5	4	7	-----	-----
3. Workers Comp. Claims Filed		0	1	1	2	6	5	2	3	6	6	2	1	35	48
4. City Veh./Equip. Accidents		1	0	2	0	1	1	1	0	0	3	2	2	13	9
5. Health Insurance Claims		\$108,515	\$ 93,252	\$67,643	\$128,615	\$100,352	\$ 57,461	\$ 88,452	\$ 67,998	\$ 67,971	\$144,979	\$109,798	\$ 95,294	\$1,130,329	\$ 801,913
6. Law Suit Legal Fees		\$ 12,853	\$ 11,247	\$1,543	\$ 640	\$ 6,503	\$ 9,307	\$ 6,504	\$ 8,225	\$ 6,274	\$ 2,701	\$ 462	\$ 107	\$66,367	\$ 59,742

2. City Manager (1); Building Inspector/Building (1); Developmental Services Director/Planning (1); Technical Support Manager/Information Technology (1); Firefighter-EMT/Fire (1); Police Officer/Police (1); Maintenance Technician / Public Works (1).
3. Building Department Employee lacerated finger when piece of timber slipped during inspection (1) Building.
4. Fire Department Employee struck illegally parked car while responding to a call (1) Fire; Police Lieutenant's patrol car damaged when electric gate closed upon entering Police Department parking lot (1) Police.
5. Balance remaining in health insurance account: \$975,038.88
6. O'Keefe \$3.24; Pathways \$104.00

ACTIVITY DESCRIPTION	UNIT	January	February	March	April	May	June	July	August	September	October	November	December	2002 Year to Date	2001 Year to Date
LIBRARY															
1. Books Circulated	Num.	16,886	15,762	15,446	16,701	16,787	20,832	20,806	17,644	17,344	17,522	14,914	10,883	201,417	184,787
2. Average Daily Traffic															
a. Monday - Saturday	Num.	578	595	556	578	580	743	630	520	516	528	512	422	578	599
b. Sunday	Num.	330	380	332	378	310	289	281	283	294	365	381	241	330	358
3. Story Time Participants	Num.	188	173	208	261	195	0	0	142	115	188	152	64	1,877	858
4. Revenue from Overdue Books	Dis.	2,370	1,871	2,060	2,221	2,051	1,981	1,923	1,884	2,142	2,084	2,042	1,981	24,370	18,288
5. Revenue from Copy Machine	Dis.	718	776	808	841	581	497	552	781	980	802	780	848	8,986	8,659
6. Reference Assistance	Num.	382	619	601	634	425	444	427	408	598	674	473	278	5,887	5,887
7. Internet Usage	Num.	1,688	1,738	1,730	1,713	1,981	2,055	2,055	2,206	1,889	1,528	1,545	1,551	21,487	17,788
8. Renewals by Phone	Num.	535	659	588	575	498	483	485	400	473	485	568	438	6,186	8,471
9. Computer Lab Use	Num.	42	84	48	48	30	25	56	33	42	21	24	21	474	0
Leisure Programs															
1. Adult Activities															
a. Ongoing Programs	Num.	1	1	0	1	1	2	2	2	1	1	0	1	13	28
b. New Programs	Num.	0	0	0	0	0	0	0	0	0	0	0	0	0	3
c. Participants	Num.	240	240	2,050	1,085	1,085	1,275	1,098	1,086	888	307	507	387	10,244	8,538
d. Revenues	Dis.	0	0	7,875	14,587	0	10,400	3,720	0	13,150	0	1,920	0	51,862	53,173
e. Expenses	Dis.	0	0	7,357	953	3,282	8,510	1,735	1,106	8,455	127	2,457	4,400	38,380	42,072
f. Refunds	Dis.	0	0	0	0	0	0	0	0	0	0	0	0	0	0
g. Balance (+ or -)	Dis.	0	0	518	13,635	-3,262	1,881	1,986	-1,106	4,665	-127	-537	-4,400	13,272	\$10,043.00
RECREATION															
Leisure Programs															
1. Classes/Programs															
a. Classes/Programs	Num.	132	127	137	130	134	89	83	73	83	107	106	94	1,296	1,402
b. Participants	Num.	3,081	1,988	3,272	2,759	2,882	2,648	2,538	3,000	2,882	3,037	2,763	2,384	33,355	33,481
c. Revenues	Num.	18,772	27,428	29,108	32,338	28,813	48,980	26,237	20,688	18,062	24,858	21,731	13,983	311,026	281,108
d. Expenses	Dis.	15,443	21,557	22,511	25,537	21,884	37,581	21,787	18,529	14,478	19,414	18,946	10,553	243,243	228,254
e. Refunds	Dis.	80	63	383	121	1,102	1,230	642	30	60	240	248	20	4,178	6,928
f. Balance (+ or -)	Dis.	4,289	5,807	6,234	6,880	5,817	10,178	2,788	5,038	3,522	5,304	4,537	3,419	\$83,008.27	\$55,928.96
2. Special Events															
a. Events	Num.	1	2	1	1	4	0	1	1	1	0	0	1	13	49
b. Participants	Num.	69	12	0	1,000	878	0	10,000	2,000	4,000	0	0	7	17,888	27,836
c. Revenues	Dis.	0	1,581	0	0	0	0	0	688	7,520	0	0	35	8,835	44,884
d. Expenses	Dis.	485	1,358	0	80	820	0	0	4,350	2,250	0	0	87	8,411	40,518
e. Refunds	Dis.	0	25	0	0	0	0	0	150	0	0	0	0	175	518
f. Balance (+ or -)	Dis.	-485	197	0	-80	-820	0	0	-3,781	5,270	0	0	-52	\$248.00	\$3,867.65
Sports and Facilities															
1. Playing Surface Mowing	Hrs.	0	0	0	358	390	371	385	390	407	412	190	184	3,067	3,070
2. Playing Field Preparation	Hrs.	280	850	720	516	480	388	275	386	432	420	200	210	4,889	5,087
3. Building Maintenance	Hrs.	264	205	237	210	113	119	40	22	80	75	56	64	1,485	1,210
4. Parks/Recreation Courts															
a. Safety Inspections	Num.	32	44	50	50	50	50	50	50	50	50	50	50	578	376
b. General Repairs/Maint.	Hrs.	305	120	100	75	100	110	117	100	100	100	100	100	1,427	1,097
c. Grounds/Landscape Maint.	Hrs.	550	575	300	350	350	310	280	189	133	150	150	150	3,487	3,086
5. Litter Removal	Num.	104	150	232	304	272	304	248	288	200	320	248	240	2,818	2,504
6. Vandalism Repairs	Dis.	0	0	25	50	100	75	28	75	200	175	800	75	1,403	1,716
7. Complaints Answered	Num.	0	2	1	5	4	2	4	3	3	2	3	2	31	41

As of 12/31/02

[illegible]

2002 MONTHLY REPORT
PUBLIC SERVICES DIVISION2002 Public Services Division Monthly Report
11/10/03

Activity Description	Unit	January	February	March	April	May	June	July	August	September	October	November	December	2002 YEAR-TO-DATE	2001 YEAR-TO-DATE
CART PATHS															
1. Const./Reconst./Overlay	Ft.	835	290	395	2768	0	450	854	1600	0	0	4675	0	11,867	15,450
2. Drainage Maintenance	Hrs.	225	308	148	135	204	101	38	23	195	248	83	121	1,829	2,596
3. General Maintenance	Hrs.	199	245	207	122	230	273	91	129	310	168	166	188	2,348	2,255
4. Mowing	Hrs.	0	0	0	75	135	185	60	75	68	45	0	0	643	811
5. Litter Removal	Hrs.	68	45	53	45	60	60	45	60	83	53	45	83	700	809
FLEET MANAGEMENT															
1. Equipment Maintenance	Hrs.	0	17	40	64	26	58	96	18	23	33	25	17	417	472
2. Equipment Repairs	Hrs.	183	150	144	212	298	246	263	229	173	158	218	114	2,388	1,981
3. Vehicle Maintenance	Hrs.	203	135	168	189	142	85	169	198	82	264	186	160	1,981	2,022
4. Vehicle Repairs	Hrs.	215	182	156	142	142	224	104	276	221	229	162	257	2,310	2,866
5. Fleet Down Time	Hrs.	608	484	514	610	608	622	636	739	506	686	597	555	7,167	7,335
RIGHT OF WAY															
1. Litter Removal	Hrs.	560	375	294	245	245	208	228	225	197	209	199	282	3,267	4,001
2. Right-of-Way Mowing	Hrs.	0	0	180	588	818	873	951	885	473	634	323	60	5,785	4,926
3. General Maintenance	Hrs.	700	927	490	127	546	243	226	262	729	586	591	651	6,078	5,921
LANDSCAPE															
1. Litter Removal	Hrs.	30	12	15	29	4	0	0	0	0	5	0	0	95	501
2. Mowing (Sub. Entrances)	Hrs.	0	0	356	659	934	757	706	859	791	802	547	15	6,426	6,213
3. General Maintenance	Hrs.	927	1068	231	384	376	246	321	265	48	466	306	250	4,888	5,237
4. Planting	Hrs.	139	97	27	15	0	15	2	7	0	25	35	173	535	519
RECYCLING SITE															
1. City Employees Hours	Hrs.	192	70	88	70	161	79	48	79	70	65	70	66	1,058	1,074
2. City Employees Salaries	Dis.	4024	1264	1712	1343	3381	1346	671	1473	1,346	1193	1415	1211	20,379	19,556
3. Revenues	Dis.	489	355	328	424	341	445	498	401	364	496	394	348	4,883	5,788
4. Participants															
a. Recycling	Num.	409	465	379	567	590	382	404	404	433	411	379	416	5,269	8,391
b. Composting	Num.	1295	1117	1120	1867	1504	1378	1428	1,352	1,352	1203	1250	1290	16,705	14,865
c. Mulch (Pick Up)	Num.	61	128	95	219	59	168	56	121	112	55	114	103	1,291	2,252
SIGN MAINTENANCE															
1. Building Maintenance	Hrs.	20	20	21	22	22	20	19	22	20	23	14	20	243	234
2. Subdivision Sign Maintenance	Hrs.	75	77	123	123	64	87	77	56	66	85	54	76	963	837
3. Traffic Sign Maintenance	Hrs.	174	148	120	136	129	143	125	108	121	163	86	158	1,611	1,546
STREETS															
1. Street Sweeping	Hrs.	0	24	8	16	35	8	31	30	15	38	0	8	213	330
2. Pavement Patching	Hrs.	53	99	45	55	372	437	632	0	130	144	110	0	2,077	1,555
3. Drainage Maintenance	Hrs.	98	221	30	71	208	0	0	31	112	178	106	214	1,269	1,568
4. General Maintenance	Hrs.	513	733	823	681	582	548	161	56	363	524	423	412	5,819	5,435
MISCELLANEOUS															
1. Vandalism	Dis.	121	91	241	117	171	279	1050	179	126	119	197	109	2,800	1,279
2. Complaints Answered	Num.	20	28	12	12	18	22	26	35	43	44	26	18	304	378
3. Wash Police Cars	Hrs.	12	31	12	15	6	3	6	9	6	2	8	0	110	159

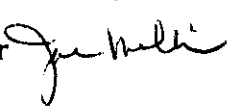
December

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Colin Halterman 

FROM: Jane Miller 

DATE: January 27, 2003

SUBJECT: Amendment to Alcohol Ordinance

At the January 16, 2003 Council meeting, Council discussed issues with applicants for alcohol licenses not providing accurate information on their applications that required multiple submissions and could also lead to criminal prosecution for false swearing. Staff has revised wording in Section 6-37 that would require an additional processing fee each time a different licensee or license representative applied (see attachment 1 – change in italics). Staff has also revised the Affidavit and Criminal History Consent Form to further stress the importance of providing accurate and complete information (attachment 2- change in italics).

Staff recommends that Council approve the revision to Section 6-37 as indicated in attachment 1.

/jsm

Attachments

ORDINANCE # _____

AN ORDINANCE TO AMEND ARTICLE II SECTION 6-37 OF THE
PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR ALCOHOLIC
BEVERAGE LICENSE APPLICATION FEES, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article II, Section
6-37 (c) be amended as follows:

Section 6-37. Contents of application for license.

- (c) The application, when filed with the city clerk, shall be accompanied by a processing fee determined by a fee schedule adopted by the Mayor and City Council. This processing fee is separate from and shall not be credited to the license fee. *If an applicant for licensee or license representative has an unsatisfactory background as determined by the Police Chief and an application is submitted for a different licensee or license representative, an additional processing fee must be paid.* The processing fee will not be refunded if the requested license is not granted.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this _____ day of February 2003.

Mayor

Attest: _____
City Clerk



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

Attachment 2

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

My address is: _____. I have resided at this address for: _____ years and _____ months. My previous addresses for the last 10 years are as follows:

Social Security #: _____ Driver's License #/State: _____

Date of Birth is: _____ Race: _____ Sex: _____

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. *I understand that providing false/inaccurate information may result in criminal prosecution.*

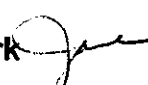
SIGNATURE OF APPLICANT

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the 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: _____ This ____ day of _____, _____.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: Interim City Manager 
FROM: City Clerk 
DATE: January 30, 2003
SUBJECT: Alcohol License – Addition of Distilled Spirits – Hub's Birds and Brews

Hub's Birds and Brews located at 1003 Georgian Park has submitted an application to add distilled spirits to its alcoholic beverage license. Mr. Joel Michael Hubbard is the Licensee. Mr. Charles Lee Wagner is the License Representative. Mr. Hubbard will be present at the meeting on Thursday, February 6th, to answer any questions you may have. Council approved the alcoholic beverage license on November 21, 2002, so another criminal history is not required.

:pd

Attachment



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

150.00
change

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Hub's Birds & Brews	Business Location: PTC 30269 1003 GEORGIAN PARK	
Nature of Business: RESTAURANT	Mailing Address: 1003 GEORGIAN PARK	Business Phone Numbers: 770 486-6005
Name of Licensee: JOEL Michael Hubbard	Home Address: 610 LINGER Dr. PTC 30269 GA	Home Phone Number: 770 487-9407
Name of License Representative: Gee Wagner	Home Address: 110 Grouse Pt PTC 30069	Home Phone Number: 8298 770 716 2598

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the Individuals listed:	Please provide Home and Business Phone Numbers for Individuals listed:

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: Colin Halterman, Interim City Manager *CHA*
Paul Salvatore, Director of Financial Services *P.S.*

FROM: Matthew Robinson, System Administrator *MR*

DATE: January 28, 2003

SUBJECT: CONSENT AGENDA ITEM - Amended CAR 3-8

Staff has proposed revisions to City Administrative Regulation (CAR) 3-8. We have broadened the scope of this CAR, formerly entitled "Internet and Electronic Mail Use by City Employees and Elected Officials" to encompass all City computer systems. Revisions to the CAR include:

- ☐ A broad definition of what computer components are covered under this CAR;
- ☐ A tighter incorporation between this CAR and the City's Open Records policies;
- ☐ Clearer regulations on downloading of software without prior management approval;
- ☐ Removal of information deemed unnecessary for this CAR or duplicated in other City regulations;
- ☐ Removal of requirement for written user agreement, replaced with de facto agreement when users enter the systems;
- ☐ Grammatical corrections

A copy of the previous regulation with proposed modifications is attached. Staff recommends adoption of the modified CAR and is available for questions or clarification Council desires.

/mjr

Attachment

Internet and Electronic Mail-Computer Systems Use by City Employees and Elected Officials

Purpose	Section	I	Risks	VI	
Policy		II	Responsibilities	VII	
Definitions		III	Acceptable Use	VIII	
Public Records and Disclosure		IV	Unacceptable Use	IX	
No Presumption of Privacy		V	Written Agreement <u>Not</u> Required		X

I. Purpose

- a. The purpose of this regulation is to establish standards for use of the intranet, extranet, local area networks, stand-alone computers and associated peripherals, personal digital assistants (PDAs), data-enabled communications devices, and services accessed through Internet and Electronic Mail (e-mail)[referred to herein as the "City Computer Systems"] by City employees and elected officials who use city provided resources, regardless of the user's location when accessing the network.
- b. It is the intent of this policy to:
 1. Ensure that the use of city-provided ~~Internet and E-mail services~~ City Computer Systems are related to, or for the benefit of, city government;
 2. Inform users that ~~E-mail messages and documents~~ documents created and received on the City Computer Systems are subject to the same laws, regulations, policies, and other requirements as information communicated in other written forms and formats;
 3. Minimize disruptions to city government activities from inappropriate use of ~~city-provided Internet and E-mail services~~ City Computer Systems; and
 4. Provide users with guidelines describing their personal responsibilities regarding confidentiality, privacy, and acceptable use of ~~city-provided Internet and E-mail services~~ City Computer Systems as defined by this policy.

II. Policy

- a. As with any City resource, the use of the ~~Internet and E-mail services~~ City Computer Services should be used primarily for legitimate City business and is governed by rules of conduct similar to those applicable to the use of other information technology (e.g. telephone, fax, etc.) resources, including the Open Meetings/Records Act of Georgia.
- b. E-mail created or received by an employee or official in connection with official city business, which perpetuates, communicates or formalizes knowledge, is subject to the open records law and open for inspection.

- c. E-mail created or received by an employee that is not in connection with official city business; is still subject to the Open Records Law if the e-mail was created or received with city provided resources.
- d. Employees and City Officials will not use the City Computer ~~in~~Services in any manner that would constitute a quorum of any official public body to conduct official city business. No employee or City Official shall communicate via the City Computer Services with a quorum of any official public body to specifically request a reply for anything other than transitional information as defined below. This does not affect the communication between any two members of any official public body via the Internet and this does not affect the ability of employees or City Officials from sending information to a quorum of any official public body.
- e. All documents and communications created through the City Computer Systems shall be retained in accordance with the eCity's Records Retention policy.
- f. ~~f. Email should be used primarily for transitory correspondence.~~ Transitory Messages shall be retained until obsolete, superseded, or administrative value is lost. This means that the records only have to be retained until they have served their administrative purpose. In applying this rule, any E-mail messages created or received that fall under this category may be deleted at the user's discretion. The use of e-mail is discouraged for sending enduring messages. However, if e-mail is used as such, the message shall be printed by the sender and retained in accordance with the City's Records Retention Schedule policy.
- g. Employees shall not use the City Computer Systems to disseminate or print copyrighted materials (including articles and software) in violation of copyright laws and license agreements
- h. Employees shall not use an Internet, electronic mail or online service account or signature line other than their own unless management provides expressed written permission for a specific purpose.
- i. Employees shall take all reasonable precautions to prevent the inadvertent dissemination of anyone else's information via the Internet, electronic mail or online services.
- j. City Computer Systems usage is subject to limitations as imposed by ~~supervisors~~ the System Administrator management to prevent excessive or improper use. Although the City Computer Systems are meant for business use, the City allows personal usage if it is reasonable and does not substantially interfere with work. All software loaded and messages distributed via the City Computer Systems, unless otherwise restricted, are the City of Peachtree City's property. It is NOT permitted for City employees or City Officials to load personal or otherwise install software unless written permission has been given by the System Administrator and Division Director/Chief

~~g. kk.~~ Use of the ~~City Computer Systems~~ City Computer Systems is a privilege, which imposes certain responsibilities and obligations on its users and is subject to City policies and local, state, and federal laws. Acceptable use must be legal, ethical, reflect honesty, and show restraint in the consumption of shared resources.

~~f.~~ Abuse of Internet privileges may be considered "misuse of government property".

- . 1. Use of ~~email or Internet~~ City Computer Systems in a manner that could reasonably be construed as sexually explicit, scandalous, defamatory, libelous, immoral, offensive or discriminatory based on race, national origin, sex, sexual orientation, age, disability or religious beliefs is not permitted.

~~m-~~ Abuse of City Computer Systems privileges may be considered "misuse of government property".

III. Definitions.

Management, in the context of this CAR, refers to the City Manager, all Directors and Chiefs and the System Administrator, working in concert to respond to issues of appropriateness of content as well as technical ramifications of the City Computer Systems.

Electronic Mail (E-mail) is a means of sending messages between computers using a computer network or over a modem connected to a ~~telephone line~~ telecommunications line. It ~~is an efficient and timely communication tool that can help the City improve the way it conducts its business by providing a quick and cost effective means to create, transmit, and respond to messages and documents electronically.~~ It E-mail is intended to expedite communications, reduce paperwork and automate routine office tasks, thereby increasing productivity and reducing costs. Daily tasks are accomplished more rapidly as individuals use E-mail services for sending and receiving texts as well as avoiding telephone tag. E-mail consists primarily of messages, but may also include attachments such as calendars, directories, distribution lists, word-processing documents, spreadsheets and other electronic documents. E-mail is stored in a digital format rather than on paper and is retrievable at a future date. Due to format, E-mail permits instant communication and transmittal of up-to-date information similar to the telephone, and unlike current telephone features, E-mail creates a record of the information that is being transmitted.

Transitory Messages consist of those records that are created primarily for the informal communication of information, as opposed to communications designed for the perpetuation or formalization of knowledge. Transitory messages do not set policy or establish guidelines or procedures. The informal nature of transitory messages might be compared to the communication that might take place during a telephone conversation or verbal communications in an office hallway. Transitory messages would include the following:

- Routine announcements and information
- Queries regarding processes, ideas or draft documents

- Meeting notices
- Reading files
- Recipient's Inter-departmental memoranda

~~Transitory Messages shall be retained until obsolete, superseded, or administrative value is lost. This means that the records only have to be retained until they have served their administrative purpose. In applying this rule, any E-mail messages created or received that fall under this category may be deleted at the user's discretion.~~

Enduring Messages consist of those records that are created primarily for formal communications of information. These messages set policy or establish guidelines or procedures. ~~The use of e-mail is discouraged for sending messages of this type. However, if e-mail is used as such, the message shall be printed by the sender and retained in accordance with the City's Records Retention Schedule.~~

IV. Public Records and Disclosure

A message sent or received by ~~E-mail the City Computer Systems~~ in the conduct of public business with ~~Ceity_~~ provided resources is subject to the Open Records Law and is considered a public record. ~~Transitory Ee-mails can may be deleted in accordance with the City's Records Retention Schedule after they have been retained for the correct time period as determined above.~~ E-mails stored and accessible after this time are still a public records and must be produced upon request.

The City Clerk will coordinate with the Systems Administrator for the gathering of the public record ~~e-mail City Computer Systems~~ documents in response to an Open Records Request ~~following all applicable state laws.t. A requestor does not need to show a "legitimate interest" in such e-mail before being allowed to see it. Any person has the right to request to see a public record for any reason. The law does not require the requestor to specify a particular document nor does it require that the request be submitted in writing.~~

~~E-mail and Internet usage by employees or officials from their personal (non-City) computers while not conducting City business or using a City provided e-mail accounts is not subject to the regulations of this CAR.~~

V. No Presumption of Privacy

Employees should keep in mind that Internet Usage is not "private". Electronically transmitted information travels through many networks, and many different computer connections. Information sent across the Internet or through external networks has the potential to be viewed by parties not intended. All information that is created, stored and/or transmitted via the City's Internet/E-mail system-Computer Systems can be reviewed by management at any time. Since e-mail messages may be retained at different locations or levels of the system, users must remember that their communication can be retrieved during formal discovery processes. Discretion, therefore, is an important consideration when using this or any other new technology to send, record, retain or review information.

Officials and Employees are advised of the risk involved in using E-mail to deal with confidential issues, and must be aware of all applicable statutory or regulatory requirements that would prohibit the disclosure of certain information in any format. Of special concern is the confidentiality of individual health and personnel information.

Abuse of ~~Internet privileges~~the City Computer Systems may be considered "misuse of government property", therefore the City does utilize software to monitor its use.

VI. Risks

Although ~~Internet access~~the City Computer Systems can provide significant business benefit for City departments, it is important to point out that use of the Internet and external networks exposes the City and users to ~~Internet-related~~ risks. The Internet is not one administrative entity, but rather is a ~~cooperative effort~~interlocking network of systems from between educational institutions, government agencies, and various commercial and non-profit organizations. It is a shared information utility for individuals, business and governments. Even with the extensive effort to minimize risks, there is no known way to protect the City from all related risks. There are significant legal, security, and productivity issues associated with how the Internet is used. Examples of such issues are the potential:

1. To receive computer viruses and malicious code and programming from the downloading and use of programs and/or files from Internet sources;
2. For someone to eavesdrop on transmissions, which might include passwords, sensitive data or correspondence;
3. For users to be induced by the vast social and informational forums of the Internet into spending significant work time on non-city business related activities;
4. To consume limited disk storage on city servers and on user PCs with information which has been downloaded from the Internet; and

5. For breaches of data security, confidentiality and intellectual property rights from unwanted intrusion into the agency network by hackers.
6. ~~Virus Threat E-mail is the most frequently used method for transmitting computer viruses. Executable files (e.g., *.exe, *.com) and documents containing viruses can be transmitted via E-mail. These files and documents, which may be attached to E-mail messages, must always be checked for viruses before they are accessed, executed, or distributed to other users. Thus, each city official and employee must exercise prudence and caution in using this powerful information resource. The sections, which follow, outline policy and address responsibilities for ensuring that Internet services are used appropriately and that adequate facilities are available for all approved users.~~

VII. Responsibilities

Because of the various security, legal, and productivity issues referenced in this policy, each user has the following responsibilities:

1. By participating in the use of networks and systems provided by the City, users agree to comply with policies governing their usage.
2. The content of ~~anything~~ any electronic correspondence exchanged (sent and/or received) via ~~E-mail communications~~ the City Computer Systems must be appropriate and consistent with City policy, subject to the same restrictions as any other correspondence.
3. E-mail communications, if allowed to accumulate on a server, can quickly consume the server's disk space and may cause system problems. Deletion of ~~unnecessary~~ expired transitory email communications is encouraged. Messages of a non City-business related nature, including but not limited to chain letters, forwarded jokes and stories, or solicitations for services outside the scope of City business, should be removed immediately after the user receives and reviews the message, and the recipient of that message should inform the sender of the City's policies regarding City Computer Systems use and advise that non City-business related messages should not be sent in the future.
4. Comply with City policies, procedures, and standards.
5. Be courteous and protect others' privacy and confidentiality.
6. Be responsible for the protection and use of their E-mail accounts ~~the logins, accounts and computer hardware and software allocated to them.~~
7. Use information technology resources efficiently and productively.

VIII. Acceptable Use of Internet and E-mail Services City Computer Systems

Acceptable ~~Internet and E-mail~~ City Computer Systems activities are those that generally do not impede the purpose, goals, and mission of the City and each user's job duties and responsibilities. The following list, ~~although not all inclusive, provides list includes, but is not limited some examples to, examples~~ of acceptable uses:

1. Communications, including information exchange, for professional development or to maintain job knowledge or skills;
2. Communications with other governmental agencies and business partners of city government providing document delivery or transferring working documents/drafts for comment;
3. Announcements of city laws, procedures, hearings, policies, services, or activities;
4. Use involving research and information gathering in support of advisory, standards, analysis, and professional development activities related to the user's city governmental duties; and
5. Communications and information exchanges directly relating to the mission, charter, and work tasks of the City including E-mail in direct support of work-related functions or collaborative projects.
6. Any personal use of ~~Internet resources~~ City Computer Resources while on or off duty ~~shall on duty should be confined to once or twice a day and a maximum of 10 minutes. No personal usage shall violate section VIII (Unacceptable Uses) as described below~~ be kept to a minimum, as determined by the ~~division director/chief in consultation with the~~ System Administrator and the Director of Financial Services. ~~Due to the varied job and time requirements within the City, some directors may allow more time for personal use of City Computer Resources. All users must ensure compliance with all other provisions of this CAR, especially section VIII (Unacceptable Uses of City Computer Systems).~~
7. ~~Personal usage of the Internet during off duty hours is permitted with prior approval of the employee's supervisor, as long as such usage does not violate section VIII.~~

VIII. Unacceptable Use of Internet and E-mail Services City Computer Systems

Unacceptable use can be defined generally as activities that generally impede the purpose, goals and mission of the City and each user's job duties and responsibilities. Any ~~Internet and E-mail~~ City Computer Systems usage in which acceptable use is questionable should be avoided. When in doubt, seek policy clarification from your supervisor prior to pursuing the activity.

The following list, although not all-inclusive, provides some examples of unacceptable uses:

1. Business Activities. This includes Internet use for private purposes such as marketing or business transactions and private advertising of products or services.
2. Use for, or in support of, unlawful/prohibited activities as defined by federal, state, and local laws or regulations. Illegal activities relating to Internet and network access include, but are not limited to:
 - a. Tampering with or installing computer hardware or software;
 - b. Willful vandalism or destruction of computer files;
 - c. Transmission or generation of threatening, obscene, offensive or harassing materials;
 - d. Attempts to ~~penetrate~~ access a remote site/computer without proper authorization;
 - e. Use of the Internet to try to access data that is protected and not intended for public access;
 - f. Violation of federal and state laws dealing with copyrighted materials or materials protected by a trade secret.
 - g. Accessing or modifying contents of files, other data, or passwords of other users, unless explicitly authorized to do so by those users or management.
 - h. Attempts to subvert network security, to impair functionality of the network, or to bypass restrictions set by the network administrators. Assisting others in violating these rules by sharing information or passwords is also unacceptable behavior;
 - i. Deliberate interference or disruption of another user's work or system. The user must avoid any actions that cause interference to the network or cause interference with the work of others on the network. Users are prohibited from performing any activity that will cause the loss or corruption of data, the abnormal use of computing resources (degradation of system/network performance), or the introduction of computer viruses by any means (use of programs with the potential of damaging or destroying programs and data). To that end, any software downloaded from the Internet must be approved in writing by both the System Administrator and the division director/chief PRIOR to download. Employees and officials are not permitted to load personal software on the City Computer Systems;
 - j. Use of fee-for-service providers on the Internet unless the necessary approvals and funding have been obtained in advance. Any individual who obligates the City to pay for services without prior approval is personally liable for these costs;
 - k. Solicitation for religious and political causes;

l. Use to gain access to any other Internet or external network service, which requires membership if the user does not have proper membership, rights, and privileges in the other service.

m. No employee shall use the Internet service at any time to access sites or information that could be interpreted as demonstrating poor ethical conduct, unless required as part of their official City duties (i.e. administrative or official investigations). These types of sites or information include, but are not limited to, those containing derogatory racial content, sexual content, derogatory religious content, offensive language, improper humor, material that could negatively reflect upon the City of Peachtree City, or material prohibited by law.

IX. Written Agreement Not Required

~~Users having access to city provided Internet and E-mail services~~the City Computer Systems are advised that all such ~~network~~ activity is the property of the City, and therefore, they should not consider any activity to be private. By use of the City Computer Systems, All users of Internet and E-mail services are required to acknowledge acceptance of and intention to comply with "The City of Peachtree City Internet and E-mail Acceptable Use Policy" by signing a "User Agreement" for these services. The attached "Sample Use Agreement" is provided as a model. The Personnel Office of the City shall maintain the signed agreements. this regulation. Copies of this regulation should be posted on all employee bulletin boards as well distributed to all employees and officials by the division director/chief. Failure to follow this regulation may subject employees and officials to appropriate disciplinary action.

APPROVED:

~~Director of Administrative Services~~
~~Director of Financial Services~~
~~City Manager~~

**THE CITY OF PEACHTREE CITY
ELECTRONIC MAIL AND INTERNET POLICY**

~~Access to information technology resources and services has been granted to me, as a privilege, for performing job duties and responsibilities for my agency. I have read and agree to abide by the City's policies, procedures, terms and conditions that govern my use of these services:~~

~~I will refrain from monopolizing systems, overloading networks with excessive data, or wasting computer time, disk space, printer paper, or other information technology resources.~~

~~I will report to my supervisor any observations of attempted security violations or illegal activities as defined by local, state, or federal laws. I will also report to my supervisor if I receive or obtain information to which I am not entitled.~~

~~I will not use the Internet service at any time to access sites or information that could be interpreted as demonstrating poor ethical conduct, unless required as part of my official City duties (i.e. administrative or official investigations). These types of sites or information include, but are not limited to, those containing derogatory racial content, sexual content, derogatory religious content, offensive language, improper humor, material that could negatively reflect upon the City of Peachtree City, or material prohibited by law.~~

~~By signing this agreement, I certify that I understand and accept responsibility for adhering to the City's policies, procedures, terms and conditions explained in the City's Policy (CAR 3-8). I also acknowledge my understanding that any infractions on my part may result in disciplinary action including, but not limited to, termination of my access privileges.~~

Employee Name (Print): _____

Employee Signature: _____ **Date:** _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Colin Halterman, Acting City Manager *CHM*

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

DATE: January 29, 2003

SUBJECT: Great Georgia Air Show Financial Statements

We are in receipt of the financial statements in subject, copies of which are attached for your review. The Profit and Loss Statement for calendar year 2002 indicates total income of \$206,098.85 and total expenses of \$213,918.87, resulting in a net *loss* of \$7,820.02. The poor sales and attendance for last year's event were mainly attributable to inclement weather.

The beginning retained earnings amount for 2002 of \$300 was reduced by the net loss amount stated above, bringing the ending total equity for the organization to a *deficit* balance of \$7,520.02. The ending cash balance for 2002 was \$25,411.98, most of which was revenue collected in advance from Delta ASA for the 2003 Air Show. There is also a \$20K liability recorded for funds forwarded by the PTC Kiwanis and Dixie Wing (\$10K each) to help fund the 2002 Air Show. Due to the net loss for 2002, these funds were never returned to these organizations.

Jerry Cobb and members of City staff will be present at the February 6, City Council Meeting and will be prepared to discuss this information.

Regina King, CPA

11:02 AM

01/08/03

Cash Basis

The Great Georgia Air Show
Profit & Loss
January through December 2002

	Jan - Dec 02
Income	
4000 · Air Show Income	
4001 · Advertising Income	3,155.00
4002 · Sponsorship Income	88,001.00
4003 · Vendor Income	
4103 · Drink Income	3,843.70
4113 · Food Income	17,257.44
4114 · Tent Rental	2,000.00
4115 · Ice Income	550.00
4116 · Extra space, tables, chairs	222.00
4117 · Non Food Vendors	3,049.50
Total 4003 · Vendor Income	28,922.64
4004 · On-Site Ticket Sales	23,491.00
4005 · Kroger Ticket Sales	28,058.00
4006 · Sale of Programs	6.00
4007 · Advance Ticket Sales	4,257.00
4008 · Payment for Policemen & Fire	21,000.00
4009 · Sale of Nonreturnable Items	2,441.12
Total 4000 · Air Show Income	195,331.76
4300 · Gala Income	
4302 · Gala Ticket Sales	950.00
4303 · Gala Auction Income	9,246.00
4300 · Gala Income - Other	500.00
Total 4300 · Gala Income	10,696.00
7010 · Interest Income	71.09
Total Income	206,098.85
Expense	
6015 · Advertising Expense	11,563.04
6170 · Equipment Rental	
6171 · Bus Rentals	7,523.64
6172 · Car Rentals	65.01
6173 · Golf Car Rentals	210.00
6174 · Hand Held Radios	1,247.25
6175 · Dispatcher of Transportation	449.50
6170 · Equipment Rental - Other	5.00
Total 6170 · Equipment Rental	9,500.40
6200 · Marketing Agent	18,000.00
6210 · Gala Event	
6215 · Auction Expenses	304.62
6210 · Gala Event - Other	15,478.42
Total 6210 · Gala Event	15,783.04
6220 · Marketing Materials	
6223 · Posters	1,572.02
6224 · Banners	13,497.76
6225 · Miscellaneous	1,062.45
6226 · Entertainment	480.46
6227 · Mailings	28.74
Total 6220 · Marketing Materials	16,641.43
6240 · Air Show Promotional Event	
6241 · Sponsor Meeting	3,873.48
Total 6240 · Air Show Promotional Event	3,873.48
6260 · Aircraft Fuel	11,393.28
6260 · Pyrotechnics	3,700.00
6270 · Grounds & Facilities	
6271 · Tent Rentals	6,751.00
6272 · Trash Collection	4,100.00
6273 · Porta-Potties	2,120.00
6274 · Signage	1,333.87

11:02 AM
01/08/03
Cash Basis

The Great Georgia Air Show
Profit & Loss
January through December 2002

	Jan - Dec 02
6275 · Miscellaneous	2,169.79
Total 6270 · Grounds & Facilities	16,474.66
6280 · Insurance	10,863.00
6290 · Telephone & Fax Machine	744.78
6300 · Safety & Security	
6301 · PTC Police	11,500.00
6302 · PTC Volunteer Firefighter Assoc	5,917.00
6303 · Fayette County Sheriff Dept	650.00
6304 · PTC Fire and EMT Personnel	3,650.00
Total 6300 · Safety & Security	21,717.00
6320 · Performers	
6321 · Lodging Expenses	8,475.45
6322 · Contributions	300.00
6323 · Supplies	29.07
6324 · Insurance for Performers	500.00
6325 · Performers Fees	32,938.49
Total 6320 · Performers	42,243.01
6330 · Public Address System	7,000.00
6331 · Announcer	300.00
6400 · Office Supplies	913.38
6401 · Ticket Printing Cost	1,200.00
6450 · Miscellaneous Expense	
6451 · ICAS Cost	2,266.85
6455 · Miscellaneous	2,845.58
6450 · Miscellaneous Expense - Other	264.83
Total 6450 · Miscellaneous Expense	5,377.26
6500 · Vendor Supplies	
6501 · Food	8,276.70
6502 · Drinks	4,005.11
6500 · Vendor Supplies - Other	31.48
Total 6500 · Vendor Supplies	12,313.29
6600 · Airport Authority Expense	1,477.32
6660 · Sales Tax	2,840.50
Total Expense	213,918.87
Net Income	-7,820.02

12:53 PM

01/07/03

Cash Basis

The Great Georgia Air Show

Balance Sheet

As of December 31, 2002

	<u>Dec 31, 02</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 - Wachovia Checking	25,411.98
Total Checking/Savings	25,411.98
Other Current Assets	
1350 - Prepaid Expenses	
1351 - Prepaid Post Office Rental	68.00
Total 1350 - Prepaid Expenses	68.00
Total Other Current Assets	68.00
Total Current Assets	25,479.98
Other Assets	
1300 - Prepaid Deposit for 2003	
1301 - Deposit - Super Shockwave	2,000.00
Total 1300 - Prepaid Deposit for 2003	2,000.00
Total Other Assets	2,000.00
TOTAL ASSETS	<u>27,479.98</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2400 - Loans from Show Producers	
2401 - Loan from Kiwanis - PTC	10,000.00
2402 - Loan from Dixie Wing	10,000.00
Total 2400 - Loans from Show Producers	20,000.00
Total Other Current Liabilities	20,000.00
Total Current Liabilities	20,000.00
Long Term Liabilities	
2300 - Deferred Revenue	
2301 - Delta ASA	15,000.00
Total 2300 - Deferred Revenue	15,000.00
Total Long Term Liabilities	15,000.00
Total Liabilities	35,000.00
Equity	
3900 - Retained Earnings	300.00
Net Income	-7,820.02
Total Equity	-7,520.02
TOTAL LIABILITIES & EQUITY	<u>27,479.98</u>



Peachtree City

Georgia

TO: Mayor and Councilmembers

VIA: Interim City Manager *MM*
Interim Developmental Services Director *EB*

FROM: City Planner *David*

DATE: January 31, 2003

SUBJECT: Land Use Plan Update

At their meeting on November 25, 2002, the Planning Commission reviewed the remaining parcels identified as a part of the update to the Land Use Plan and recommended that several of these parcels be rezoned accordingly. These rezonings were heard and approved by City Council at their meeting on December 19, 2002.

At that time, Staff identified four parcels that had been recommended for rezoning and suggested that discussion on these parcels be continued until research could be completed to notify the adjoining property owners. These parcels included the Planterra Ridge golf course and clubhouse, the Lake McIntosh dam and spillway and the Lake McIntosh nature area. All of these properties are currently zoned GI General Industrial, and the recommendation was to rezone these properties to OS Open Space.

Due to the number of property owners that must be identified and the certified mailing and notification requirements stipulated within the City's rezoning guidelines, Staff is now recommending that discussion on these rezonings be withdrawn. Since the rezoning action was initiated by the Planning Commission, Staff will present this recommendation at the February 10 Planning Commission and recommend that they withdraw the rezoning request.

Staff therefore recommends that City Council continue discussion on these rezonings until the Planning Commission withdraws this request. At that time, this item will be removed from the City Council agenda.

SANDERS, HAUGEN, SEARS & MEEKER, P.C.

ATTORNEYS AT LAW

11 PERRY STREET

P. O. BOX 1177

NEWNAN, GEORGIA 30264-1177

(770) 253-3880

FAX (770) 254-0093

THEODORE P. MEEKER, III
E-MAIL: tmeeker2@numail.org

WALTER D. SANDERS
(1909 - 1989)

TO: Mayor and Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: January 28, 2003

RE: Recreation and Entertainment Authority

Subsequent to the special meeting on January 23, 2003, I finalized the proposed legislation to create the Recreation and Entertainment Authority, taking into account the modifications approved at that meeting.

You will recall that certain changes were made regarding Section 4 of the proposed legislation, pertaining to how the Board members were to be selected. Based upon the action taken on the 23rd, the language was modified with respect to those members from the Development Authority, the Tennis Center Advisory Board, and Amphitheater Advisory Board. Specifically, the legislation originally presented to the Council prior to the meeting called for those Boards to appoint the members of the Recreation Authority Board. That language was modified to provide that those Boards would nominate those persons, which nominations were to be confirmed by the Mayor and Council.

Unfortunately, I did not realize that the change to Section 4 would also impact Section 6 of the legislation, which addresses vacancies on the Recreation Authority Board. Originally, the proposed language provided that if, during the initial term, one of the positions held by the Development Authority members, or persons from the Amphitheater or Tennis Center Advisory Boards became vacant, those entities would select the replacement for the unexpired term. This, of course, was consistent with the original language in Section 4.

Based upon the change to Section 4, Section 6 had to be revised with respect to the initial terms. I have revised the language so that the two sections are consistent. In

Mayor and Council
City of Peachtree City
January 28, 2003
Page Two

short, if a vacancy occurs during an initial term of one of the aforementioned members, the unexpired term will be filled with a person of the same qualifications, subject to being confirmed by the Mayor and Council. For example, if one the members of the Development Authority who is also appointed to the Recreation Authority, can no longer serve, the Development Authority will recommend the replacement for the unexpired term, subject to the confirmation of the Mayor and Council. I have highlighted the revised language, which appears on pages 5-6 of the legislation.

I have enclosed the revised legislation for your approval, along with a Resolution for your consideration and approval regarding this matter. Should you have any questions, please do not hesitate to contact me.

TPM/bjc
Attachments

**A BILL TO BE ENTITLED
AN ACT**

01/28/03

To create the Recreation and Entertainment Authority of the City of Peachtree City, Georgia and to authorize such authority to acquire, own, operate, manage, construct, equip, maintain, modify, improve, expand, and operate sports, cultural, leisure and recreational facilities and areas of all kinds and descriptions, including, but not limited to, playgrounds, parks, amusement parks, hiking, camping, and picnicking areas and facilities, swimming and wading pools, lakes, ponds, marinas, tennis courts and facilities, handball courts, squash courts, racket ball courts, frontons, basketball courts, ice rinks, facilities for track and field events, rifle, archery, skeet, and trap ranges and facilities, athletic fields and courts, club houses, gymnasiums, museums, libraries, concert halls, theaters, amphitheaters, auditoriums, arenas, stadiums, grandstands, facilities for fairs, livestock shows, trade shows, exhibitions, and conventions, youth centers, senior citizen centers, recreation centers and other recreational buildings, golf courses, driving ranges, stables, hunting preserves, lodges and resorts, fishing lodges and resorts, boats, historic sites and attractions, and facilities for the recreation and accommodation of tourists, including hotels, motels, convention centers, conference centers, and restaurants and ancillary and related facilities and areas serving the foregoing or to be used in connection therewith, including, but not limited to, parking facilities, food and beverage service facilities, and retail and service facilities associated therewith and to acquire the necessary property therefore, both real and personal, and to lease or sell any or all of such facilities, including real property; to confer powers on the authority; to provide for the membership and for the appointment of members of the authority and for their removal from office; to provide for officers and employees of the authority; to authorize the authority to contract with others pertaining to such recreational facilities, to lease such facilities, either as lessor or lessee, to convey title to real property of the authority in fee simple, to convey title to personal property, 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 intergovernmental contracts pertaining to such facilities and areas, which contracts may obligate the authority or such other political subdivisions to make payment for the use or provision of such facilities and areas or for the provisions of services relating thereto, including but not limited to services pertaining to the acquisition, construction, equipping, maintenance, modification, improvement, expansion, or operation of such facilities or areas, for the term of such intergovernmental contract and to pledge to that purpose revenues derived from taxation; to authorize the authority to issue revenue bonds and other obligations of the authority to finance costs of such facilities and areas and to refund any such revenue bonds or other obligations, provided that such revenue bonds and other obligations of the authority shall not constitute a debt of Peachtree City or any other political subdivision, within the meaning of Article IX, Section V, Paragraph I of the state Constitution; to authorize the collection and pledging of the revenues and earnings of the authority for the payment of such bonds or other obligations and to secure the payment thereof; to define the rights of the holders of such bonds or other obligations; to make the revenue bonds and other obligations, the income therefrom, and the

property of the authority exempt from taxation and assessment; to provide for the validation of revenue bonds and supporting agreements pursuant to the provisions of Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law"; to grant to the authority sovereign immunity; to fix the venue or jurisdiction of actions to which the authority shall be a party; to provide for construction of this Act; to provide for conveyance of property upon dissolution; to provide an effective date; to repeal conflicting laws; and for other purposes.

Section 1. Short title.

This act may be cited as the "Peachtree City Recreation and Entertainment Authority Act."

Section 2. Purpose of the authority; Findings.

(1) Without limiting the generality of any provisions of the act, the general purpose of the authority is declared to be that of acquiring, constructing, equipping, maintaining, improving, and operating of public recreational, entertainment, and leisure-related facilities, including, but not limited to the Frederick Brown, Jr. Amphitheater and the Peachtree City Tennis Center and the extensions and improvements of such facilities, acquiring the necessary property, both real and personal, and the lease and sale of any part or all such facilities, including real and personal property, so as to assure the efficient and proper development, maintenance, and operation of such public recreational, entertainment, and leisure-related facilities, to promote local commerce and tourism, and to coordinate the development and operation of such facilities with the economic development efforts of the Development Authority of Peachtree City, the Fayette County Development Authority, the City of Peachtree City, and other local and state governments deemed by the authority to be necessary, convenient, or desirable. In addition, the authority is to manage the Frederick Brown, Jr. Amphitheater and Peachtree City Tennis Center located in the city limits of Peachtree City for the purpose as set forth herein and any other public recreational, entertainment, and leisure-related facility on which both the authority and the City of Peachtree City mutually agree for the purpose as set forth herein. Under the purpose as established herein, it is appropriate for the authority to receive the proceeds of taxes raised under O.C.G.A. § 48-13-50 *et seq.* which may exceed three (3) percent for the management and operation of Frederick Brown, Jr. Amphitheater and the Peachtree City Tennis Center and any other public recreational, entertainment, and leisure-related facility.

(2) It is found, determined, and declared that:

(a) The availability of sports, leisure, cultural, tourism, hospitality, and recreational facilities and areas within Peachtree City is important to meet the recreational needs and for the general welfare and well-being of the residents of Peachtree City, Fayette County, and of the state and is important for the economic well-being of said city, Fayette County and of the state in that such facilities and areas create employment, attract tourists, and enhance the attractiveness of said City to companies seeking sites for new industrial and commercial facilities;

(b) Achieving the objectives described in paragraph (a) above constitutes the governmental mission of the authority created hereby, and said objectives can best be achieved by creating a Recreation and Entertainment authority, as contemplated by this Act, which is authorized to acquire, own, operate, manage, construct, equip, modify, improve, expand, lease, sell, maintain, and finance such facilities and to promote and assist the acquisition, ownership, operation, management, construction, equipping, modification, improvement, expansion, maintaining, and financing of such facilities located within the City of Peachtree City and by private sector entities to raise, administer, and spend funds for that purpose, including revenues derived by the authority under intergovernmental contracts and from grants, and to issue revenue bonds and other obligations to finance the cost of such facilities; and

(3) The activities herein authorized to be undertaken and conducted by the authority serve a public purpose and are hereby declared to serve a purpose of Peachtree City, and a purpose of the state.

Section 3. Creation of authority, situs, tax exemption, sovereign immunity, Venue, and other matters.

(a) *Creation.* There is created a public body corporate and politic to be known as the "Recreation and Entertainment Authority of Peachtree City," which shall be deemed to be a political subdivision of the state, a body corporate and politic, and a public corporation of the state. By that name, style, and title, the authority may contract and be contracted with, sue and be sued, implead and be impleaded, complain and defend in courts of law and equity, and participate in mediation and arbitration proceedings. The authority shall not be a state institution nor a department or agency of the state but shall be an instrumentality of the state, a mere creation of the state, having a distinct corporate identity, and shall be exempt from the provisions of Article 2 of Chapter 17 of Title 50 of the O.C.G.A., the "Georgia State Financing and Investment Commission Act." The authority shall have perpetual existence.

(b) *Situs.* The authority shall have its principal office in Peachtree City, Georgia, and its legal situs, domicile, and residence for the purposes of this Act shall be the City of Peachtree City, Georgia.

(c) *Tax exemption.* The exercise of the powers conferred upon the authority in this Act shall constitute an essential governmental function for a public purpose. The properties of the authority and leasehold interests therein, whether such leasehold interest is a usufruct or an estate for years and whether or not the lease giving rise to such leasehold interest could be construed to be an installment sale agreement, both real and personal, and the income of the authority are declared to be public properties and income used for the benefit and welfare of the people of the City and not for the purpose of private or corporate benefit, and the authority, its income, its property, its revenue bonds, and other obligations and all interest and other income derived therefrom shall be exempt from all taxes and special assessments of the state or any

city, county, or other political subdivision thereof. The authority and its property shall have all of the exemptions and exclusions from taxes as are now granted to cities and counties for the operation of properties or facilities similar to the properties and facilities to be owned or operated, or both, by the authority. For purposes hereof, property shall be deemed to be "owned" by the authority if legal or equitable title is in the authority, even though security title thereto may be held by another person under a deed to secure debt and even though a third party may have the right, under the terms of a lease, option, or installment sale agreement, to acquire full ownership of such property.

(d) *Sovereign immunity, venue, and other matters.* The authority shall have the same immunity and exemption from liability for torts and negligence as the state, and the officers, agents, and employees of the authority, when in performance of work of the authority, shall have the same immunity and exemption 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. Any action to protect or enforce any rights under the provisions of this Act or any suit or action against the authority shall be brought in the Superior Court of Fayette County, and any action pertaining to validation of any bonds issued under the provisions of this Act shall likewise be brought in such court which shall have exclusive, original jurisdiction of such actions. The property of the authority shall not be subject to levy and sale under legal process, provided that the authority may convey by deed to secure debt or deed absolute, mortgage, pledge, hypothecate, and grant a security interest in any of its property, real or personal, as security for its obligations and remedies provided for in any deed to secure debt, mortgage, indenture, pledge agreement, or security agreement executed by the authority shall be enforceable in accordance with the terms thereof. The records of the authority shall be public records which are subject to Article 4 of Chapter 18 of Title 50 of the O.C.G.A. Nothing in this Act shall be construed to abridge or change the powers and duties of other authorities, departments, boards, and like agencies of the City of Peachtree City, Georgia.

Section 4. Membership.

(1) The Peachtree City Recreation and Entertainment Authority shall be composed of seven (7) members, all of whom shall have the same qualifications as are required for a person to vote in a municipal election in Peachtree City, Georgia. Members shall be selected as follows:

(a) Two (2) members from the Development Authority of Peachtree City, to be nominated by said Authority and confirmed by the Mayor and Council of Peachtree City as said Mayor and Council deems appropriate, who shall serve for an initial term of three (3) years each beginning within thirty (30) days of the passage of this act; at the conclusion of the initial terms, said members may be replaced by any resident of the City qualified otherwise as set forth above;

(b) The Chairperson of the Peachtree City Recreation Commission who shall serve for an initial term of two (2) years beginning within thirty (30) days of the

passage of this act; at the conclusion of the initial term, said member may be replaced by any resident of the City qualified otherwise as set forth above;

(c) Two (2) members, to be selected by the Mayor and Council of the City of Peachtree City, whom shall serve for an initial term of four (4) years beginning within thirty (30) days of the passage of this act;

(d) One (1) member from the Peachtree City Tennis Center Advisory Board, to be nominated by said Board and confirmed by the Mayor and Council of Peachtree City as said Mayor and Council deems appropriate, who shall serve for an initial term of two (2) years beginning within thirty (30) days of the passage of this act; after this initial term, said member may be replaced by any resident of the City qualified otherwise as set forth above; and

(e) One (1) member from the Peachtree City Amphitheater Advisory Board, to be nominated by said Board and confirmed by the Mayor and Council of Peachtree City as said Mayor and Council deems appropriate, who shall serve for a period of two (2) years beginning within thirty (30) days of the passage of this act; after this initial term, said member may be replaced by any resident of the City qualified otherwise as set forth above.

(2) Except as provided in Section 6 of this Act, all subsequent appointments to those set forth in paragraph (1) of this section shall be made by the Mayor and Council of the City of Peachtree City and each shall be for a term of four (4) years and until their successors shall have been duly appointed.

Section 5. Meetings.

The authority shall hold their first regular meeting after the approval of this act, and the first regular meeting of each year thereafter shall be in January. The authority shall meet at such times as may be necessary to transact the business coming before it, but not less than quarterly. At its first meeting in January of each year thereafter, the authority shall elect one of its members as its chairman and another member as secretary-treasurer. Only one (1) person shall hold the office of secretary-treasurer. These officers shall be elected for a term ending on December 31st of the year in which they were elected or until their successors are elected and qualified. Four members of the authority shall constitute a quorum for the transaction of all business coming before it. The members of the authority shall serve without pay, except that they shall be reimbursed for actual expenses incurred in the performance of their duties.

Section 6. Vacancies in office.

In the event of a vacancy on the authority by reason of death, resignation or otherwise, the vacancy shall be filled by the Mayor and Council of Peachtree City for such member and the person so appointed shall serve for the remainder of the unexpired term; **provided, however, that with respect to those members appointed for initial terms from the Development Authority of Peachtree City, the Peachtree City Tennis Center Advisory Board, and the Peachtree City Amphitheater**

Advisory Board, in the event of a vacancy on the authority for the reasons set forth in this section, said Authority or Boards shall nominate from their respective members the person to serve for the remainder of the unexpired term, said person to be confirmed by the Mayor and Council of Peachtree City as said Mayor and Council deems appropriate, and the Recreation Commission in such case shall appoint from its members a substitute member for its Chairmperson, subject to the qualifications for such initial term set forth in Section 4 of this Act.

Section 7. Definitions.

As used in this act, the following words and terms have the following meanings:

(a) The word *authority* shall mean the Peachtree City Recreation and Entertainment Authority as created by the provisions of this act.

(b) "Project" means and includes sports, cultural, leisure, and recreational facilities and areas of all kinds and descriptions, including, but not limited to, the Frederick Brown, Jr. Amphitheater and the Peachtree City Tennis Center, playgrounds, parks, amusement parks, hiking, camping, and picnicking areas and facilities, swimming and wading pools, lakes, ponds, marinas, tennis courts and facilities, handball courts, squash courts, racket ball courts, frontons, basketball courts, ice rinks, facilities for track and field events, rifle, archery, skeet, and trap ranges and facilities, athletic fields and courts, club houses, gymnasiums, museums, libraries, concert halls, theaters, amphitheaters, auditoriums, arenas, stadiums, grandstands, facilities for fairs, livestock shows, trade shows, exhibitions, and conventions, youth centers, senior citizen centers, recreation centers and other recreational buildings, golf courses, driving ranges, stables, hunting preserves, lodges and resorts, fishing lodges and resorts, boats, historic sites and attractions, and facilities for the recreation and accommodation of tourists and of visitors to and citizens of said city, including hotels, motels, convention centers, conference centers, and restaurants and ancillary and related facilities and areas serving the foregoing or to be used in connection therewith, including, but not limited to, offices, parking facilities, food and beverage service facilities, and retail and service facilities associated therewith.

(c) "Cost," when used with reference to any project, means and shall embrace and include all costs of acquisition, construction, equipping, modification, improvement, operation, and expansion of such project; all costs of financing or refinancing such project; and, during the period of the acquisition, construction, equipping, modification, improvement, or expansion of such project and for a period ending one year following the completion of the acquisition, construction, equipping, modification, improvement, or expansion of such project shall include interest on revenue bonds or other obligations issued to finance or refinance such project, startup costs, costs of maintaining and operating such project, and administrative and other costs relating to such project or relating to any revenue bonds or other obligations issued to finance or refinance such project, including, but not limited to: (i) costs of acquiring, leasing, constructing, fabricating, and installing real property, fixtures, furnishings, machinery, equipment, and

other tangible and intangible personal property and interests, rights, easements, and franchises therein including, but not limited to, the cost of all conveyances and leases thereof to or by the authority and costs of labor, materials, supplies, equipment rental charges, premiums on performance and payment bonds, builder's risk and liability insurance, and other costs associated with the construction or fabrication of any project or any part thereof; (ii) costs of plans and specifications, engineering, architectural, and design services, soil testing and stabilization, land surveys, environmental studies, and other pre-construction expenses and expenses necessary or incident to determining the feasibility or practicability of the project; (iii) costs of applying for and obtaining grants relating to any project; (iv) costs relating to the issuance of revenue bonds and other obligations to finance or refinance any such project and relating to any forward purchase contract or any option agreement relating to the future issuance by the authority of any revenue bonds or other obligations, including, but not limited to, any "points," commitment fee, or other fee charged by any lender, original issue discount, underwriter's discount, the fees and expenses of any securities depository, placement agents, financial advisers, attorneys, trustees, registrars, paying agents, remarketing agents, indexing agents, escrow agents, tender agents, or other agents and consultants for services relating to the financing or refinancing of such project; (v) costs relating to obtaining ratings and complying with applicable securities laws; (vi) costs of any bond insurance policy, letter of credit, surety bond, other financial guaranty, or other credit facility or liquidity facility relating to such revenue bonds or other obligations or the refunding thereof; (vii) costs of any hedge facility, including any currency swap, interest rate swap, interest rate cap, interest rate collar, or other financial product relating to such revenue bonds or other obligations; (viii) costs, in the case of the refinancing and refunding of previously issued revenue bonds or other obligations relating to any project, of any investment securities, guaranteed investment contract, forward purchase contract, and other financial products to be used to retire or defease such previously issued revenue bonds or other obligations; (ix) costs incurred during the period of the acquisition, construction, equipping, modification, improvement, or expansion of such project and for a period ending one year following the completion of the acquisition, construction, equipping, modification, improvement, or expansion of such project, for the payment of interest on the revenue bonds or other obligations issued to finance or refinance such project, startup costs of such project, costs of maintaining and operating such project, and administrative and other costs relating to such project or relating to any revenue bonds or other obligations issued to finance or refinance such project; and (x) any other costs relating to any project that would be classified as a "cost" of a "project" under the Revenue Bond Law. 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 or other obligations issued under the provisions of this Act with respect to such project.

(d) The terms *revenue bonds*, *bonds*, and *obligations*, as used in this act, shall mean revenue bonds as defined and provided for in the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*), as amended, 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 also mean obligations of the authority, the issuance of which are hereinafter authorized in this act.

(e) 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 and all properties used, leased, and sold in connection therewith will be sufficient to pay the cost of operating, maintaining and repairing, improving, and extending the project and to pay the principal and interest of the revenue bonds which may be issued to finance, in whole or in part, the cost of such project or projects.

Section 8. Powers.

The authority shall have powers to:

(a) Have a seal and alter the same at pleasure.

(b) Acquire by purchase, lease, or otherwise, and to hold, lease, and dispose of real and personal property of any kind and character for its corporate purposes.

(c) Acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, or by the exercise of the power and right of eminent domain, which is hereby granted, by condemnation in accordance with the provisions of any and all existing laws applicable to the condemnation of property for public use, real property or rights of easements therein or franchise necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue to lease or make contract with respect to the use or disposition of the same in any manner it deems to the best advantage of the authority, the authority being under no obligation to accept and pay for any property condemned under this act except from the funds provided under the authority of this act, and in any proceeding to condemn, such orders may be made by the court having jurisdiction of the suit, action, or proceedings as may be just to the authority and to the owners of the property to be condemned, and no property shall be acquired under the provisions of this act upon which any lien or other encumbrance exists, unless, at the time such property is so acquired, a sufficient sum of money be deposited in trust to pay and redeem the fair value of such lien or encumbrance.

(d) Appoint, select, and employ officers, agents, and employees, including engineering, architectural and construction experts, fiscal agents and attorneys, and fix their respective compensations.

(e) Make contracts and leases and to execute all instruments necessary or convenient, including contracts for construction of projects or leases of projects which it causes to be erected or acquired, and any and all persons, firms, and corporations, and any and all political subdivisions, departments, institutions, or agencies of the state are authorized to enter into contracts, leases, or agreements with the authority upon such terms and for such purposes as they may deem advisable; the said authority is further granted the authority to make contracts and leases and to execute all instruments

necessary or convenient with the United States government or any agency or department thereof concerning the projects of the authority, subject to the rights and interests of the holder of any of the bonds or obligations authorized to be issued hereunder, and by the resolution or trust indenture of the authority authorizing the issuance of any of its bonds or obligations as provided in section 22 of this act.

(f) Operate and manage any and all facilities owned by the authority, or any recreation or other facilities owned by the City of Peachtree City, under management agreements, or otherwise, specifically including without limitation the Frederick Brown, Jr. Amphitheater and the Peachtree City Tennis Center; and exercise all powers and take all actions incidental thereto.

(g) Construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate, and manage projects, as hereinabove defined, the cost of any such project to be 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 or any agency or instrumentality thereof.

(h) Accept loans and grants, or to accept loans or grants of money or materials or property of any kind from the United States of America or any agency, instrumentality, or political subdivision thereof from any other source, upon such terms and conditions as the United States of America or such agency, instrumentality, or other source may impose.

(i) Accept loans and grants, or to accept loans or grants of money or materials or property of any kind from the State of Georgia or any agency or instrumentality or political subdivision thereof or from any other source, upon such terms and conditions as the State of Georgia or such agency or instrumentality or political subdivision or any other source, may impose.

(j) Accept loans and grants, or to accept loans or grants of money or materials or property of any kind from the City of Peachtree City.

(k) 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.

(l) Exercise any power usually possessed by private corporations performing similar functions, which is not in conflict with the constitution and laws of this state or city.

(m) The authority and the trustee acting under the trust indenture are specifically authorized subject from time to time to sell, lease, grant, exchange, or otherwise dispose of any surplus property, both real or 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, except as such right and power may be limited as provided in section 22 herein.

(n) Do all things necessary or convenient to carry out the powers especially given in this act.

Section 9. Revenue bonds--Authority to issue.

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 hereby, shall have power and is hereby 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 herein defined of any one (1) or more projects. The principal and interest of such revenue bonds shall be payable solely from the special fund herein provided for such payment. The bonds of each issue shall be dated, shall mature at such time or times not exceeding forty (40) years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be determined by the authority, and may be 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. The interest rate or rates to be borne by any bonds and the time of payment of such interest shall be fixed and, with respect to any interest rate which floats in response to a variable, the method of calculation shall be fixed by the authority in the resolution providing for the issuance of the bonds. Any bonds issued by the authority shall be exempt from all laws of the State of Georgia governing usury or prescribing or limiting interest rates to be borne by bonds or other obligations. Such revenue bonds or obligations shall be issued pursuant to and in conformity with the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*), as amended, and all procedures pertaining to such issuance and the conditions thereof shall be the same as those contained in said Revenue Bond Law and any amendments thereof.

Section 10. Same -- Form; denominations; registration; place of payment.

The authority shall determine the form of the bonds and the place or places of payment of principal thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest thereof, which may be at any bank or trust company within or without the state. The bonds may be issued in coupon or registered form, or both, as the authority may determine, and provision may be made for the registration of any coupon bond as to principal alone and also as to both the principal and interest.

Section 11. Same--Signatures; seal.

In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be such officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. All such bonds

shall be signed by the chairman of the authority and attested by the secretary-treasurer of the authority and the official seal of the authority shall be affixed thereto and any coupons attached thereto shall bear the facsimile signatures of the chairman and secretary-treasurer of the authority. Any bond may be signed, sealed, and attested on behalf of the authority by such persons as at the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of delivery and payment of such bonds such persons may not have been so authorized or shall not have held such office.

Section 12. Same--Negotiability; exemption from taxation.

All revenue bonds issued under the provisions of this act shall have and are declared to have all the qualities and incidents of negotiable instruments under the negotiable instrument law of the state. Such bonds are declared to be issued for an essential public and governmental purpose and the said bonds, their transfer, and the income thereof shall be exempt from all taxation within the state.

Section 13. Same--Sale; price.

The authority may sell such bonds in such manner and for such price as it may determine to be for the best interest of the authority, but no such sale shall be made at a price less than par as provided in the Revenue Bond Law, unless said Revenue Bond Law be hereafter amended to permit the sale of such bonds at less than par.

Section 14. Same--Proceeds of bonds.

The proceeds of such bonds shall be used solely for the payment of the cost of the project or projects, and unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture, additional bonds may in like manner be issued to provide the amount of any deficit for the cost of the project or projects, which unless otherwise provided in the resolution authorizing the issuance of the bonds or in the trust indenture, shall be deemed to be of the same issue and shall be entitled to payment from the same fund without preference or priority of the bonds first issued for the same purposes. If the proceeds of the bonds of any issue shall exceed the amount required for the purpose for which such bonds are issued, the surplus shall be paid into a sinking fund or used for additional construction as may be provided in the resolution authorizing the issuance of the bonds or in the trust indenture.

Section 15. Same--Interim receipts and certificates of temporary bonds.

Prior to the preparation of definitive bonds, the authority may, under like restrictions, issue interim receipts, interim certificates or temporary bonds, with or without coupons exchangeable for definitive bonds upon the issuance of the latter.

Section 16. Same--Replacement of lost or mutilated bonds.

The authority may also provide for the replacement of any bond which shall become mutilated or be destroyed or lost.

Section 17. Same--Conditions precedent to issuance; object of issuance.

Such revenue bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions, and things which are specified or required by this act. In the discretion of the authority, revenue bonds of a single issue may be issued for the purpose of any particular project. Any resolution providing for the issuance of revenue bonds under the provisions of this act shall become effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special or adjourned meeting of the authority by a majority of the quorum as in this act provided.

Section 18. Same--Credit not pledged.

Revenue bonds issued under the provisions of this act shall not be deemed to constitute a debt of the City of Peachtree City, but such bonds shall be payable solely from the fund hereinafter provided for, and the issuance of such revenue bonds shall not directly, indirectly, or contingently obligate the City of Peachtree City to levy or to pledge any form of taxation whatever therefore or to make any appropriation for the payment, and all such bonds shall contain recitals on their face covering substantially the foregoing provisions of this section.

Section 19. Same--Trust indenture as security.

In the discretion of the authority, any issue of such revenue bonds may be secured by a trust indenture by and between the authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the state. Such trust indenture may pledge or assign fees, tolls, revenues, and earnings to be received by the authority, including the proceeds derived from the sale from time to time of any surplus property of the authority, both real and personal. Either the resolution providing for the issuance of revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair, and insurance of the property, and the custody, safeguarding, and application of all moneys, including the proceeds derived from the sale of property of the authority, both real and personal, and may also provide that any project shall be constructed and paid for under the supervision and approval of consulting engineers or architects employed or designated by the authority, and satisfactory to the original purchasers of the bonds issued therefore, and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other moneys be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bond or

trust company incorporated under the laws of the state to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation, and repair of the project affected by such indenture.

Section 20. Same -- To whom proceeds of bonds shall be paid.

The authority shall, in the resolution providing for the issuance of revenue bonds or in trust indenture, provide for the payment of the proceeds of the sale of the bonds to any officer or person who, or any agency, bank, or trust company which, shall act as trustee of such funds and shall hold and apply the same to the purposes hereof, subject to such regulations as this act and such resolutions or trust indenture may provide.

Section 21. Same -- Sinking fund.

The revenues, fees, tolls, and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings, and revenues were produced by a particular project for which bonds have been issued and any moneys derived from the sale of any properties, both real and personal of the authority, unless otherwise pledged and allocated, may be pledged and allocated by the authority to the payment of the principal and interest on revenue bonds of the authority as the resolution authorizing the issuance of the bonds or in the trust instrument may provide, and such funds so pledged, from whatever source received, which said pledge may include funds received from one (1) or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture, into a sinking fund which said sinking fund shall be pledged to and charged with the payments of:

- (1) The interest upon such revenue bonds as such interest shall fall due;
- (2) The principal of the bonds as the same shall fall due;
- (3) Any premium upon bonds acquired by redemption, payment or otherwise;
- (4) The necessary charges of paying agent or agents for paying interest and principal; and
- (5) Any premium upon bonds retired by call or purchase as hereinabove provided.

The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be a fund for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the

resolution authorizing the issuance of the bonds, or in the trust indenture, surplus moneys in the sinking fund may be applied to the purchase or redemption of bonds and any such bonds so purchased or redeemed shall forthwith be canceled and shall not again be issued.

Section 22. Same--Remedies of bondholders.

Any holder of revenue bonds issued under the provisions of this act or any of the coupons appertaining thereto, and the trustee under the trust indenture, if any, except to the extent the rights herein given may be restricted by resolution passed before the issuance of the bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights under the laws of the State of Georgia or granted hereunder or under such resolution or trust indenture, and may enforce and compel performance of all duties required by this act or by such resolution or trust indenture, to be performed by the authority, or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.

Section 23. Same--Refunding bonds.

The authority is authorized to provide by resolution for the issue of revenue bonds of the authority for the purpose of refunding any revenue bonds issued under the provisions of this act and then outstanding, together with accrued interest thereon. The issuance of such revenue refunding bonds, the maturities and all other details thereof, the rights of the holders thereof, and the duties of the authority in respect to the same, shall be governed by the foregoing provisions of this act insofar as the same may be applicable.

Section 24. Same--Validation.

Bonds of the authority shall be confirmed and validated in accordance with the procedure of said Revenue Bond Law. The petition for validation shall also make party defendant to such action any municipality, county, authority, 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 be sued, 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 such municipality, county, authority, 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 security for the payment of any such bonds of the authority. The bonds when validated, and the judgment of validation, shall be final and conclusive with respect to such bonds, against the authority issuing the same, and any municipality, county, authority, subdivision, or instrumentality of the United States government, if a party to the validation proceedings, contracting with the said Peachtree City Recreation and Entertainment Authority.

Section 25. Same--Venue and jurisdiction.

Any action to protect or enforce any rights under the provisions of this act or any suit or action against such authority, shall be brought in the superior court of Fayette County, Georgia, 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 26. Same--Interest of bondholders protected.

While any of the bonds issued by the authority remain outstanding, the powers, duties, or existence of said authority or of its officers, employees, or agents shall not be diminished or impaired in any manner that will affect adversely the interest and rights of the holders of such bonds, and no other entity, department, agency, or authority will be created which will compete with the authority to such an extent as to affect adversely the interest and rights of the holders of such bonds, and upon the issuance of such bonds, the provisions hereof shall constitute a contract with the holders of such bonds.

Section 27. Moneys received considered trust funds.

All moneys received pursuant to the authority of this act, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenues, income, fees, and earnings, shall be deemed to be trust funds to be held and applied solely as provided in this act.

Section 28. Rates, charges, and revenues; use.

The authority is authorized to prescribe and fix and collect rates, fees, tolls, and charges, and to revise from time to time and collect such rates, fees, tolls, and charges for the services, facilities, or commodities furnished, including leases, concessions, or subleases of its lands or facilities, and in anticipation of the collection of the revenues and income of such undertakings or projects, is authorized to issue revenue bonds as herein provided to finance in whole or in part, the cost of such project or projects, and to pledge to the punctual payment of said bonds and interest thereon, all or any part of the revenues and income of such undertakings or projects.

Section 29. Tax-exempt status of authority.

The properties of the authority, both real and personal, are declared to be public properties used for the benefit and welfare of the people of the State of Georgia and not for purposes of private or corporate benefit and income, and such properties and the authority shall be exempt from all taxes and special assessments of any city, county, or the state or any political subdivision thereof.

Section 30. Powers declared supplemental and additional.

The foregoing sections of this act shall be deemed to provide an additional and alternative method for the doing of the things authorized thereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing.

Section 31. Liberal construction of act.

This act being for the purpose of promoting the health, morals, and general welfare of the citizens of the United States, of the State of Georgia, and Peachtree City, shall be liberally construed to effect the purposes hereof.

Section 32. Effect of partial invalidity of act.

The provisions of this act are severable, and if any of its provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

Section 33. Effective date.

This act shall become effective upon its approval by the governor or upon its becoming law without his approval.

Section 34. Repealer.

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

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. _____

A RESOLUTION TO DECLARE THE NEED FOR A RECREATION AND ENTERTAINMENT AUTHORITY TO FUNCTION IN PEACHTREE CITY, GEORGIA; TO APPROVE THE PROPOSED LEGISLATION TO BE INTRODUCED IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA SO AS TO CREATE SAID AUTHORITY; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, providing recreational opportunities for the Citizens of the City of Peachtree City is an important function of the City for the health, safety, and welfare of the citizens of the City of Peachtree City; and

WHEREAS, after review and study it appears to be in the best interest of the citizens of the City of Peachtree City to create a Recreation and Entertainment Authority to provide for additional recreation opportunities for the citizens of Peachtree City and for other purposes.

THEREFORE BE IT RESOLVED, the proposed legislation attached hereto as Exhibit "A", to create a Recreation and Entertainment Authority of the City of Peachtree City, Georgia, is hereby approved and is to be presented to the Fayette County Delegation of the General Assembly of the State of Georgia so as to create said Authority in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said Fayette County Delegation of the General Assembly of the State of Georgia be and is hereby authorized to introduce legislation in the General Assembly of the State of Georgia to provide for the creation of the City of Peachtree City, Recreation and Entertainment Authority, in accordance with applicable State law.

BE IT FURTHER RESOLVED, that the Mayor shall be authorized to execute any and all documents necessary to accomplish this purpose; and be it further resolved that said member of the Fayette County Delegation of the General Assembly of the State of Georgia, to be selected by said Delegation, shall be authorized to advertise said intention to introduce legislation to create the City of Peachtree City Recreation and Entertainment Authority; and be it further resolved that the City Manager, the City Attorney, and their designees shall be authorized to work with the duly elected Representatives to accomplish this purpose.

IT IS SO RESOLVED, this _____ day of February, 2003.

ATTEST:

Jane Miller, City Clerk

Steve Brown, Mayor

Dan Tennant, Mayor Pro-Tem

Annie W. McMenamin, Council-member

Steve Rapson, Council-member

Murray Weed, Council-member

CLERK'S CERTIFICATION

I, JANE MILLER, City Clerk of the City of Peachtree City, do hereby certify that I am the keeper of the seal, minutes, and records of said City; that the attached is a true, correct, and exact copy of the original Resolution as the same appears on record in the office of the City Clerk of the City of Peachtree City, Georgia; adopted February 6, 2003, authorizing the introduction of legislation in the General Assembly of the State of Georgia to create the City of Peachtree City Recreation and Entertainment Authority.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the City this the ____ day of _____, 2003.

Jane Miller, City Clerk
City of Peachtree City, Georgia

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Interim City Manager 

DATE: January 31, 2003

SUBJECT: Consider Intergovernmental Agreement with Fayette County for
Funding for the TDK Boulevard Extension

Attached is the proposed TDK Boulevard Extension Agreement between the City and Fayette County. Members of Council, staff, and the City Attorney met today with County Commission Chairman Greg Dunn, staff, and the County Attorney to work out the final details of the agreement.

CH:pd

STATE OF GEORGIA

COUNTY OF FAYETTE

TDK BOULEVARD EXTENSION AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2003, by and between FAYETTE COUNTY, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the CITY OF PEACHTREE CITY, a political subdivision and municipality of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "City", to provide for certain road work within the corporate limits of the City.

WITNESSETH:

WHEREAS, the County and the City desire the proper extension of a certain road within the corporate limits of the City with such extension to cause said road to reach the County line (Coweta County) to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts and work together in the construction of a certain road within the corporate limits of the City, pursuant to standards consistent with City requirements; and

WHEREAS, the County and the City agree that the County shall coordinate with Coweta County and the State of Georgia to the extent that such coordination is necessary in order to construct the Project.

NOW, THEREFORE, for and in consideration of the premises and conditions as hereinafter provided, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.

The County and the City hereby agree to coordinate their efforts, as hereinafter provided, in the construction of the TDK Boulevard Extension including that portion of the bridge located in Fayette County (the "Project"). Said Project is more particularly described in the Preliminary Plans and the Final Construction Plans and Specifications which will be provided by the City. The County and the City agree that the County shall coordinate the Project with Coweta County and the State of Georgia to facilitate construction of the Project.

2.

COUNTY RESPONSIBILITIES

The County agrees to bear, and shall bear, the following responsibilities with respect to the construction of the Project:

- a. The County agrees to construct the Project in accordance with the Final Construction Plans and Specifications previously mentioned. As of the date of this Agreement, the Preliminary Plans for the Project have been completed but the Final Construction Plans and Specifications are incomplete. The County and the City agree that the Final Construction Plans and Specifications shall be substantially the same as the Preliminary Plans with respect to the issues surrounding the Project. Should the Final Construction Plans and Specifications be substantially different from the Preliminary Plans, the County reserves the right to withdraw from this Agreement and refund to the City the \$200,000.00, or any part thereof, received by the County under Item 3(f) herein.

Issues which will be determined by the Final Construction Plans and Specifications include, but are not limited to:

- (1) Width of right-of-way;
 - (2) Width of road bed;
 - (3) Depth and type of asphaltic concrete to cover depth and type of modified asphalt binder to cover depth of asphalt base applied over depth of dense aggregate graded base; and
 - (4) Amount of slope for every foot from centerline to a point one-half the distance of the width of the road bed from centerline in both directions.
- b. File notices as prepared by the City as the Primary Permittee with the Environmental Protection Division of the Georgia Department of Natural Resources necessary for compliance with said NPDES regulations until such time as the Project has been completed.
- c. All costs associated with the relocation of any utilities which are located within the Project area.
- d. Provide the completed Project from the existing TDK Boulevard to the County line (Coweta County).

3.

CITY RESPONSIBILITIES

The City agrees to bear, and shall bear, the following responsibilities with respect to the construction of the Project:

- a. Provide Final Construction Plans and Specifications including Utility Plan, Erosion and Sedimentation Control Plan sufficient to satisfy NPDES Requirements, and Notice of Intent form with Plan, with such Final Construction Plans and Specifications in a bid-ready condition to be substantially the same as the Preliminary Plans for the Project with the following exception, the Final Construction Plans and Specifications shall be modified from the Preliminary Plans as possible to reduce the amount of rock excavation required as indicated in the Soils Survey dated September 21, 2001, prepared by United Consulting; so long as the Construction satisfies the Georgia Department of Transportation/AASHTO design standards;
- b. Provide written confirmation from the City Engineer that the Project will have no impact on wetlands;
- c. Provide documentation of no significant archaeological findings and confirmation that no further action is needed;

- d. Provide documentation of no environmental concerns (Environmental Assessment Report) and confirmation that no further action is needed;
- e. Provide all necessary right-of-way including any temporary construction easements and slope easements necessary for the Project;
- f. Contribute \$200,000.00 payable in two installments – \$150,000.00 upon execution of this Agreement; and \$50,000.00 on or before December 31, 2003; and
- g. Assign complete authorization to the County to proceed with the Project and to construct the Project for the City. For purposes of this Agreement, the County will be acting on behalf of the City and shall be viewed as the City with respect to the construction of this Project.

The contribution requirement in (f) above shall be in addition to and not in furtherance of the completed Preliminary Plans and Final Construction Plans and Specifications. The cost to produce the Preliminary Plans, the Final Construction Plans and Specifications, right-of-way acquisition, and all studies previously completed shall be borne by the City in addition to the \$200,000.00 contribution requirement. The County and City agree that

the City shall have no further financial responsibility for the Project other than the obligations set forth in this Section Three (3).

4.

INDEMNIFICATION

To the fullest extent permitted by law, the City agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to attorney's fees, incurred or suffered by the County that arise out of, or result from, the performance of the Work, which are not incurred or suffered due to the negligence of the County. The parties warrant that both the City and the County will be listed as a named insured under any contracts entered into by the County or the City with any third parties to construct the Project or any phase of the Project.

5.

CITY ROAD

The County and the City agree that the entirety of the Project, from the existing road (TDK Boulevard) to the County line (Coweta County) shall be part of the road system of the City and as such shall be completely and solely within the City's jurisdiction and control when construction is completed. In no manner shall this road be deemed a County road. The maintenance and repair of TDK Boulevard Extension shall be the sole responsibility of the City. The County and City agree, however, that the County shall retain sufficient easements and property interests in the TDK Boulevard Extension to allow the County to construct and maintain the future Lake McIntosh (lake

bed, dam and spillway, flood easements and access easements), subject to the County obtaining the appropriate encroachment permits from the City for work within the City right-of-way, which permits will not be unreasonably withheld by the City. This retention of property interest is for the future construction of Lake McIntosh only, and does not burden the County with any maintenance responsibilities for the TDK Boulevard Extension.

6.

SECURING OF WORK SITE

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials as are left by the County, its agents or employees, at the close of each working day. The City also agrees to provide traffic control when needed to alert motorists and ensure caution when work is underway in an area or during a time when traffic is heavy during the course of the Project.

7.

RIGHTS TO THE PROPERTY

The City warrants that it owns or shall obtain that portion of the aforementioned road and right-of-way which is not owned by the County, and further warrants that said work will not violate any restrictions, covenants, local or state law. The City further warrants that any additional property needed to properly construct the Project will be obtained by the City upon request of the County.

8.

STARTING AND COMPLETION DATES

The County and City understand that the Project will proceed in conjunction with a similar project which will be constructed in Coweta County. The Coweta County project will further extend the road known as TDK Boulevard into Coweta County. The commencement of this Project is expressly contingent upon the commencement of the Coweta County project. Coordination between the County, Coweta County, and the State of Georgia is necessary in order to complete both the Project and the Coweta County project at substantially the same time. It is the desire of the parties that the Project be constructed in such a way as to arrive at its completion on or about the same time as the Coweta County project reaches its completion.

9.

FUNDING FOR THE PROJECT

The County and the City agree that the City's Responsibilities require the City to contribute \$200,000.00 to the Project consistent with the procedure described within Section 3 herein. The County agrees to supply the balance of the funding to complete the Project as presented. The County and City further agree that all funds, by way of refunds, contributions, etc., received from any entity to assist in the construction of the Project shall be credited to the County and shall be recognized as property of the County.

10.

ENTIRE AGREEMENT

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties, and representations between the parties hereto with respect to

the subject matter of this Agreement, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to such subject matter. Any and all prior agreements with respect to the matters set forth herein are hereby suspended and canceled by this Agreement. This Agreement is, and is intended by the parties to be, an integration of any and all prior agreements or understandings, oral or written, with respect to the subject matter of this Agreement.

11.

AMENDMENT

This Agreement and the provisions hereof may be amended, modified, or supplemented in whole or in part by a written instrument making express reference to this Agreement and executed by the County and the City.

12.

SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

13.

COOPERATION

On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably

require to effectuate the provisions and intentions of this Agreement. Time is and shall be of the essence in this Agreement.

14.

LAW AND INTERPRETATION

This Agreement shall be interpreted, construed, enforced and shall be governed by the laws of the State of Georgia. Any cause of action between the parties which arises out of this Agreement shall be brought in a court of competent jurisdiction in Fayette County, Georgia. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. With respect to each and every term and provision in this Agreement, the parties understand and agree that the same have or has been mutually negotiated, prepared, and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or provision, no consideration shall be given to the issue of which party hereto actually prepared, drafted, or requested any term or condition of this Agreement.

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

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
GREGORY M. DUNN, Chairman

Attest:

Clerk

PEACHTREE CITY, GEORGIA

(SEAL)

By: _____
STEPHEN D. BROWN, Mayor

Attest:

Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Interim City Manager *WNA*

FROM: City Clerk *J*

DATE: January 27, 2003

SUBJECT: Alcoholic Beverage License – NEW – Ribs, Inc.

Ribs, Inc., a restaurant located at 265 Commerce Drive (former location of Johnny's Pizza) has submitted an application for an alcoholic beverage license. Ms. Edith Hood has requested she be appointed as the Licensee and the License Representative.

Ms. Hood will attend the February 6th Council meeting to answer any questions you may have.

JSM: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:

EDITH HOOD

Name

165 RIDGE DRIVE SENOIA, GA 30276

Address

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

James V. Murray
Signature

1-13-03
Date

Major L.M. Dupree
Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Ribs Inc.	Business Location: 265 Commerce Drive Peachtree, City Ga.	
Nature of Business: Restuarant	Mailing Address:	Business Phone Number: -
Name of Licensee: Edith Hood	Home Address: 1165 Ridge Dr. Senoia, Ga.	Home Phone Number: 770-599-9966
Name of License Representative: Edith Hood	Home Address: 1165 Ridge Dr. Senoia, Ga.	Home Phone Number: 770-599-9966

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 needed)

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
① Edith Hood	1165 Ridge Dr. Senoia, Ga.	770-599-9966
② Edward D. Hood	1165 Ridge Dr. Senoia, Ga.	770-599-9966

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**

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

My address is: 1165 Ridge Drive Senoia, Ga 30276. I have resided at this address for: 10 years and _____ months. My previous addresses for the last 10 years are as follows: SAME

Social Security #: 258-88-4685 Driver's License #/State: DD887207 GA.

Date of Birth is: 2-28-53 Race: BLACK Sex: FEMALE

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.

Edith Hood
SIGNATURE OF APPLICANT

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the 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:

Rita Ann Wilson

This 17th day of

December, 2002

Notary Public, Coweta County, Georgia
My Commission Expires: April 12, 2003

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Interim City Manager 

FROM: City Clerk 

DATE: January 27, 2003

SUBJECT: Alcoholic Beverage License – NEW – Deli Delicious, Inc.
(Amphitheater)

Deli Delicious, Inc. has received the contract to serve food at the Frederick Brown, Jr. Amphitheater during the concert season. Deli Delicious has submitted an application for an alcoholic beverage license for the Amphitheater, 201 McIntosh Trail. Ms. Lorraine B. Stasko has requested she be appointed as the Licensee. Mr. Andrew A. Stasko has requested he be appointed as the License Representative.

Both Mr. and Ms. Stasko will attend the February 6th Council meeting to answer any questions you may have.

JSM: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:

LORRAINE B. STASKO

Name

300 BRANDON MILL CIRCLE FAYETTEVILLE, GA 30214

Address

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


Signature

1-13-03

Date


Witness



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

ANDREW ALFRED STASKO

Name

300 BRANDON MILL CIRCLE FAYETTEVILLE, GA 30214

Address

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


Signature

1-17-03

Date


Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Del. Delicious, Inc	Business Location: 201 McIntosh Trail - Amphitheater 584 Crosstown Rd Suite 300 PTC	
Nature of Business: Restaurant / Concessions	Mailing Address: Same	Business Phone Number: 7-631-3354
Name of Licensee: Lorraine B. Stashko	Home Address: 300 Brandon Mill Cir Fayetteville Ga 30214	Home Phone Number: Cell 770-463-4364
Name of License Representative: Andy Stashko	Home Address: Same	Home Phone Number: Cell 7-915-6167

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☐	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the Individuals listed:	Please provide Home and Business Phone Numbers for Individuals listed:
Lorraine B. Stashko ^{pres.} owner	300 Brandon Mill Cir Fayetteville, Ga	770-631-3354
Andrew A. Stashko ^{vp} owner	30214	770-461
Adam T. Stashko ^{officer}	"	8633
Del. Delicious, Inc	"	"
Note: This application will be for the PTC amphitheater concessions ONLY.		

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**

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

My address is: 300 Brandon Mill Circle Fayetteville, Ga. I have resided at this address for: 12 years and 1 months. My previous addresses for the last 10 years are as follows: Same

Social Security #: 140-52-3854 Driver's License #/State: 140523854 GA

Date of Birth is: 8/29/55 Race: White Sex: Female

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.

Lorraine Stasko
SIGNATURE OF APPLICANT

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the 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: Pamela P. Dufresne this 6th day of January, 2003



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

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

My address is: 300 Brandon M. II Circle Fayetteville I have resided at this address for: 12 years and 1 months. My previous addresses for the last 10 years are as follows: same

Social Security #: 143-48-3549 Driver's License #/State: 049540047

Date of Birth is: 11/18/53 Race: W 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.

Andrew A. Stasko
SIGNATURE OF APPLICANT

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the 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: Samela P. Dufresne This 7th day of January, 2003.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Interim City Manager *CH*

DATE: January 30, 2003

SUBJECT: Fayette County Chamber of Commerce – Discuss Business
Conditions in Fayette County

Council Member McMenamin requested this item be placed on the agenda.

CH:pd

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Interim City Manager *[Signature]*

FROM: Interim Developmental Services Director *[Signature]*

DATE: January 9, 2003

SUBJECT: Parking Restrictions – Vehicle Weights

Please see the attached memo from the Senior Code Enforcement Officer regarding proposed changes to the parking restrictions listed in section 78-17 of the Peachtree City Code. This change adds a vehicle length restriction and modifies the existing weight limit of 7,000 pounds (empty weight) to accommodate the larger SUV's being introduced in the market these days, the regulation of which is not the intent of the ordinance. City staff recommends that Ordinance 78-17 be replaced in its entirety with the revised version described herein.

Attachments

Memo

Revised Ordinance 78-17

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Troy Besseche, Interim Developmental Services Director

VIA: Tom Carty, Building Official 

FROM: Senior Code Enforcement Officer, T. Babb 

DATE: January 8, 2003

SUBJECT: Ordinance Revision

City Ordinance 78-17 restricts the parking of motorized vehicles over 7,000 pounds to an area behind the back line of the dwelling and not within 20 feet of the rear lot line. This applies to residential areas. When this ordinance was written and adopted in 1980, the 7,000-pound limit was sufficient to cover most passenger vehicles. With the advent and popularity of sport utility vehicles as family cars, it is felt that this ordinance needs to be updated to keep current with the era.

Staff recommendations are that the ordinance be changed from 7,000 pounds to 8,600 pounds and to add a 20-foot length restriction. This would allow for the most popular sport utility vehicles to be parked along the street and in residential driveways. The intent of the original ordinance was to prohibit commercial vehicle encroachments into the neighborhoods and to regulate the size of vehicles parked on the street for safety and line of sight reasons. We believe the changes to the ordinance would be keeping with the intent of the law and are necessary because of the changes in the automobile industry.

AN ORDINANCE TO AMEND
THE PEACHTREE CITY CODE OF ORDINANCES
TO PROVIDE FOR PARKING RESTRICTIONS,
AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 78-17 of the Peachtree City Code of Ordinances be amended to read as follows:

Sec. 78-17. Parking restrictions.

- (a) It shall be unlawful for a residential private property owner or resident to park, or permit to be parked, automotive vehicles anywhere on private property except on a paved asphalt, cement or other acceptable all-weather surface, to include stone, rock or gravel materials.
- (b) No motorized vehicle in excess of **20 feet in length or 8,600 pounds (empty weight)** or trailer shall be permitted to be parked in front of or at the side of the main building or within 20 feet of the rear lot line, unless such vehicle is parked or stored completely within an enclosed garage or roofed carport.
- (c) No motorized vehicle in excess of **20 feet in length or 8,600 pounds (empty weight)** or trailer shall be permitted to be parked or left standing along any street or roadway in any residential zoned area or neighborhood.

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

Done, Ratified, and Passed this _____ day of _____, 2003.

Mayor

Attest: _____