



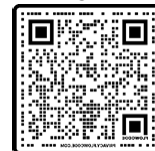
CITY COUNCIL

Kim Learnard, Mayor

Clinton Holland, Mayor Pro Tem | Laura Johnson, Post 1

Suzanne Brown, Post 2 | Vacant, Post 4

SCAN FOR AGENDA
PACKET



Regular Meeting Agenda
August 21, 2025 | 6:30 PM
City Hall

1. **Call to Order**
2. **Pledge of Allegiance and Moment of Silence**
3. **Announcements, Awards, Special Recognition**
4. **Presentation**
5. **Public Comment**
6. **Agenda Changes**
7. **Minutes**
 - A. July 10, 2025 City Council Meeting Minutes
 - B. July 10, 2025 Executive Session Minutes
 - C. August 7, 2025 City Council Work Session Minutes
 - D. August 7, 2025 City Council Executive Session
8. **Consent Agenda**
 - A. List of Vehicles and/or Equipment for Surplus
 - B. Huddleston Dual Left Construction Bid
9. **Old Agenda Items**
 - A. 07-24-06 Resolution #08212025-OA-A to Adopt FY2026 Operating Budget & CIP (Justin Strickland)
 - B. 04-02-05 FY2026 Fee Schedule (Justin Strickland)
10. **New Agenda Items**
 - A. 08-25-10 Keep Peachtree City Beautiful FY2026 Budget (Al Yougel)
 - B. 08-25-11 Convention and Visitors Bureau FY2026 Budget (Tyler Runyon)
 - C. 08-25-12 Ordinance #1239 Alcohol Ordinance Amendment (Yasmin Julio)
 - D. 08-25-13 FY25 Budget Amendment and Purchase of 13.24 acres of property from the Peachtree City Water and Sewerage Authority (Ted Meeker)
 - E. 08-25-14 Initiation of Rezoning of Parcel No. 0745 005 (Ted Meeker)

- F. 08-25-15 Initiation of a Text Amendment to the Short-Term Rental Ordinance (Justin Strickland)
- G. 08-25-16 Deer Herd Management Analysis and Deer Season Pilot Program (Chris Hobby)
- H. 08-25-17 Ordinance #1240 Fence Section 18-165 - Residential Standards Amendment (Shayla Reed)
- I. 08-25-18 Building Department Services RFP (Shayla Reed)

11. Public Hearings

- A. 08-25-19 Variance request from rear setback, 201 Beacon Tree Way (Shayla Reed)
- B. 08-25-20 Variance request from rear setback, 105 Wexford Way (Shayla Reed)
- C. 08-25-21 Variance request from side setback, 129 Fielding Ridge (Shayla Reed)

12. Council/Staff Topics

13. Executive Session

14. Adjourn

It is the policy of the City of Peachtree City that all city-sponsored public meetings and events are accessible to people with disabilities and are in compliance with Title VI of the Civil Rights Act of 1964. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA or need assistance per Title VI, please contact the City's Title VI and ADA Coordinator, Dr. Teaa Allston-Bing at (770) 632-4276 or e-mail tallston-bing@peachtree-city.org at least three (3) business days before the scheduled meeting or event to request an accommodation.

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

This meeting will be held in Council Chambers at City Hall

City Council of Peachtree City
Meeting Minutes
Thursday, July 10, 2025
9:30 AM

Call to Order

The Mayor and Council of Peachtree City met in special called session on Thursday, July 10, 2025. Mayor Kim Learnard called the meeting to order at 9:30 a.m. Council members attending: Laura Johnson, Suzanne Brown, and Clinton Holland.

Pledge of Allegiance and Moment of Silence

Presentation

A. Presentation of 4th of July Parade Winners

The Spirit of Peachtree City 2025: "Captain O'Brien and the Peachtree City Pirates

Most Patriotic: Salon 54

Most Creative: Friends of Flat Creek Floyd

Mayor's Trophy: McDaddy & Son

Grand Marshal Trophy: Peachtree City Running Club

The Mayor commented that this was the best Fourth of July celebration she had witnessed in her 26 years in the city and expressed her thanks to staff for organizing the parade and fireworks. She presented trophies to the parade award winners.

Announcements, Awards, Special Recognition

A. Life-Saving Award Recognition

Life-Saving Awards were presented to Fire Station 83 A-shift crew for their heroic and life-saving actions during a residential structure fire on April 7. Those honored were Lt. Robert Hardaway, Firefighter/Paramedic Jennifer Griffin, AEMT Angela Nantakul, Firefighter/EMT Jason Boswell, and Firefighter/AEMT Bryan Mckenzie.

Public Comment

Darrell Baker said he grew up in Fayette County and now worked for Randolph-Williams. He had some comments regarding frustration with the City as he worked with five businesses that wanted to relocate to Peachtree City, although he expressed satisfaction with the staff members with whom he had met. He ran out of time but said he would submit his comments to Council.

Keith Larson reported that People4Bikes had rated Peachtree City #2 in the state in enabling cyclists to travel through their communities in a stress-free manner. He attributed this to the community's emphasis on bike-friendly projects and connectivity.

Agenda Changes

None

Minutes

A. June 19, 2025 City Council Meeting Minutes

Holland moved to approve the June 19, 2025, City Council meeting minutes. Brown seconded. Motion carried unanimously.

Consent Agenda

None

Old Agenda Items

None

New Agenda Items

A. 07-25-01 PD Security Trailer

Police Chief Janet Moon asked for approval of project 15 of the 2023 Special Purpose Local Option Sales Tax (SPLOST), a solar-powered mobile security trailer. She said staff had conducted a comprehensive review of manufacturers and models and decided Verkada Security Cameras best met the department's needs and budget. She explained that Verkada did not sell directly to customers but partnered with Alscan, Inc., an Atlanta-based company, for system configuration and delivery. The cost would be \$44,684.60.

Johnson moved to approve Alscan, Inc. as a brand name vendor and approve the purchase of a solar-powered mobile security trailer for \$44,684.60. Brown seconded. Motion carried unanimously.

B. 07-25-02 Resolution Supporting Amicus Brief in Chang v Milton Certiorari Appeal

City Attorney Ted Meeker asked Council to allow him to sign off on an amicus brief on a case in the city of Milton that involved a collision with a planter in a right-of-way. A driver was killed and a judgement found against Milton for \$35 million.

Meeker said this judgement went against established law, and, if it stood, would change what could be allowed in a right-of-way. The Georgia Supreme Court had agreed to hear an appeal.

Holland moved to adopt the resolution as presented. Johnson seconded. Motion carried unanimously.

C. 07-25-03 Architectural and Construction Management Services RFP

City Engineer Dave Borkowski asked Council to award a contract for architectural and construction management services to Goodwyn Mills Cawood (GMC). There were eight responses to the request for proposals (RFPs) sent out by staff, and they narrowed it down to three contenders, with GMC being the unanimous finalist. The upcoming construction on Fire Station 85 was what triggered this, but other projects would be assigned on an as-needed basis, Borkowski said, and a fee would be negotiated for each task following the normal approval process.

Holland asked if the City had worked with GMC before, and Borkowski said they had not.

Holland moved to award the contract for architectural and construction management services to Goodwyn Mills Cawood. Brown seconded. Motion carried unanimously.

D. 07-25-04 Kedron Bridge Guardrail Replacement

This guardrail was damaged by a motor vehicle, and Borkowski said they were asking Council to award the contract for replacement to Piedmont Paving, the low bidder, in the amount of \$139,668.72.

The Mayor asked if insurance would cover that, and Meeker said that it would be discussed in executive session. Brown wondered about the extreme difference in the amounts of the two bids, and Borkowski said some of the unit prices were higher and overhead might call for higher prices.

Brown moved to approve New Agenda item 07-25-04 Kedron Bridge Guardrail Replacement and award the contract to Piedmont Paving in the amount of \$139,668.72. Johnson seconded. Motion carried unanimously.

E. 07-25-05 FY2025 Budget Amendment and Acceptance of Donations toward Greenspace Trail Improvements

Public Works Director Jonathan Miller said the Southside Cycling Club wanted to donate \$2,000 for a bike repair stand, along with an in-kind donation of materials with volunteer installation of natural surface trail maintenance and improvements at the Peachtree City Athletic Complex (PAC Trails) and Gin Branch Greenspace. The upgrades would include information kiosks and trail markings.

Johnson moved to approve New Agenda item 07-25-05 FY2025 budget amendment and acceptance of donations toward greenspace trail improvement. Holland seconded. Motion carried unanimously.

Public Hearings

A. 07-25-06 Annual Zoning Map and Zoning Ordinance Adoption

Meeker said this was basically a housekeeping/best practices item. He thought it was best for them to have a fixed period of time, in this case annually, to advertise and re-adopt the official zoning map and zoning ordinance. This reflected all map amendments adopted during calendar year 2024. No additional map or text changes were included.

The Mayor opened the public hearing. No one wished to speak either in favor or in opposition, and she closed the public hearing.

Holland moved to approve the annual re-adoption of the official zoning map and zoning ordinance. Brown seconded. Motion carried unanimously.

B. 07-25-07 New Alcohol License - Singh's Cafe Indian Cuisine, 1009 N. Peachtree Parkway

Deputy City Clerk Stacey Collins said this was in the Kedron Village Shopping Center. The location and the applicant both met all requirements to hold an alcohol license.

The Mayor opened the public hearing. No one wished to speak either in favor or in opposition, and she closed the public hearing.

Brown moved to approve agenda item 07-25-07, new alcohol license - Singh's Cafe Indian Cuisine, 1009 N. Peachtree Parkway. Holland seconded. Motion carried unanimously.

C. 07-25-08 FY26 Manager's Proposed Budget

City Manager Justin Strickland said that since the first budget presentation on June 5, he had talked with the Mayor and the three Councilmembers, and these talks resulted in a few changes.

He began by going over the City's vision and values statement, and the strategic pillars. These helped set the priorities for the budget. The budget policy called for maintaining existing services, with no new expenses, unless they were balanced by cuts or new revenue. The fiscal year 2026 proposed budget predicted revenues and appropriations of \$58,406,380, which called for no use of the reserve fund. The original budget for FY 2025 had called for using about \$70,000 of reserves, but now they were projecting to add about \$750,000 to the reserve fund. However, Strickland said they were looking at some expenses near the end of the fiscal year that could drive that number down. He showed a 13-year history of the City's millage rate, which had dropped from 7.178 in 2012 to the current 5.983.

A big concern with this year's budget, Strickland related, was the impact of House Bill 581, which kept the taxable assessed value for qualifying homeowners fixed at the FY 25 rate for this year and would tie it to the rate of inflation in the future.

A pie chart showed that 44% of revenues came from property taxes, 22% from the Local Option Sales Tax (LOST), and the remainder from other taxes, such as occupational tax, franchise taxes, fines and forfeitures, franchise fees, charges for services, and licenses and permits.

Expenses included a 2% cost of living adjustment (COLA) for City employees, three new firefighter positions, three Police reclassifications, increases in utility costs, ongoing competition for labor, and an increase in vehicle costs. Fuel costs were expected to continue to decline, and technology costs were holding steady with just a 2% increase for FY 26. Labor costs were still climbing, however. Changes from what was presented in June included one new equipment operator for Public Works and new part-time Code Enforcement officers in order to expand park and path patrols throughout the city.

Another chart broke down the General Fund expenditures in the budget, showing

that about half of the municipal taxes went to Public Safety. Police, Fire, Public Works, and Recreation made up the “big four” divisions that consumed 70% of the budget. The remaining 30%, outside of the library, were support services such as Finance and Human Resources. Approximately 63% of the expenditures went to salaries, with 23% going to other personnel costs, and 19% to contractual services.

A graph showed Peachtree City’s COLA history and that it lagged slightly behind the national consumer price index (CPI), although the City had taken measures to remain competitive. Strickland said this would be an ongoing issue. He also explained that Peachtree City was within the recommended ratio of City employees to population and noted that the population had increased by about 14% over just the past five years, which was a little higher than the growth rate for the previous 20 years.

Strickland reviewed the changes proposed since the June 5 meeting. These included a reduction in salaries by \$642,069 to offset the new expenses, which included adding a fire tower to the capital project plan for \$387,000, something he said the Fire Department had requested for years to bolster its training program and help maintain its top ISO rating. The new equipment operator position for Public Works would cost \$95,500, and the additional hours for the part-time Code Enforcement salaries would be \$80,000, plus \$30,000 for the two golf carts they would need.

No major operational changes were proposed for Storm Water Utility Fund. The budget included \$600,000 for renewal and extension projects, which required drawing about \$200,000 from reserves. They were currently conducting a storm water rate study, which had not been done since 2013. Strickland said the Amphitheater was completely supported by revenues, mostly from events, plus hotel/motel taxes. The proposed budget for FY 2026 was \$1.97 million. Profits were reinvested into the facility.

The hotel/motel tax fund’s projected revenue was \$2.1 million. Money was distributed to other funds, with 3% going to the General Fund, 3.5% to the Convention and Visitors Bureau (CVB), 1.5% to Tourism and Product Development (TPD), plus \$75,000 to the Amphitheater Fund. These percentages were determined by State law.

The Capital Projects Fund reflected the budget’s changes, with the fire tower being an addition since June. It totaled \$1.8 million, with projects including facilities improvements, Public Works and Recreation equipment, Police vehicle replacements, and technology replacements and software.

Strickland showed a graph that illustrated the distribution on vehicles among City departments, with Police getting 48% of the total. Another chart showed how the staggered replacement system for vehicles was spread out over the years.

All American Rescue Plan Act (ARPA) projects were completed or under contract, he stated. Those included Tennis Center renovations, LED lighting at the athletic fields, and City Hall renovations. The total for these projects was about \$6.7 million. Strickland also showed how the \$4.1 million the City held in impact fees from new development was divided, with \$3.9 million going to new paths, and \$258,000 to the Fire Department. The Police Department's share had been used to purchase the gun range.

Financial Services Director Kelly Bush presented the five-year financial model, saying there would be a few slight changes. They would start out with a fund balance of \$34 million and were not proposing to add to that, so the year should end with a fund balance of 59%, which was about seven months of expenditures. The model projected a 3% growth each year through 2031, but for the next year she built in debt service on a facilities authority bond which was a possibility for financing some larger capital projects. Strickland said that could be moved up to the current fiscal year, if Council decided to move ahead and there were projects ready to go.

Strickland said he always liked to explain that while Peachtree City had the highest municipal tax rate in the County, that number was misleading because other jurisdictions did not provide the same level of services as Peachtree City did, such as emergency medical services (EMS). Tyrone relied on the County for fire services. Once the County millage rate was added, with those additional charges, the total millage rates for Tyrone and Fayetteville actually were higher than Peachtree City's. Once school taxes were added, there was very little difference between the millage rates for all municipalities plus the unincorporated County.

It cost \$40.97 more a month to live in Peachtree City than in the County or in Woolsey, Strickland said, and for that amount, Peachtree City residents got a Fire Department with an ISO 1 rating and premier EMS, parks, year-round swimming, a top-notch library, 100-plus miles of paths, and a nationally-certified Police Department.

He again mentioned that their job was to take care of the City's assets, noting there were 87 City buildings, more than 1,000 vehicles, including equipment, about 5,000 traffic signs, 95 miles of storm water pipe, more than 40 parks, fields, and recreation areas, among other things. In all, the City owned about 16% of the total land within its boundaries, Strickland pointed out.

He concluded with a list of items that would keep Peachtree City on the path to excellence including keeping employee pay at the 85th percentile, pursuing 2023 SPLOST projects, keeping ordinances updated, utilizing new citizen advisory groups, and not sacrificing services.

Council would be asked to adopt the budget on August 21, Strickland reported, and

he hoped the County tax digest would be ready by then and they could adopt the millage rate as well. Also on the August 21 agenda would be the CVB and Keep Peachtree City Beautiful budgets.

The Mayor opened the public hearing.

Paul Schultz thanked Strickland for putting together a comprehensive and transparent budget presentation. He noted that it was interesting to observe that most of the tax money went to pay for Public Safety and Public Works, and those were the most valuable things the City did. He felt the employee head count was reasonable.

Schultz said he was glad to see the City pursuing grants, but he was concerned about taking on debt with a facilities bond. He wondered, too, about ongoing pension funds obligations. He said he initially thought the reserve fund should be bled down but had reconsidered and felt the City should maintain the fund for future needs in uncertain times. He thanked Strickland for recognizing the citizen advisory groups.

Keith Larson complimented staff for doing a thorough job. He wanted to point out that there were no hidden projects that suddenly appeared in the budget, as some citizens claimed. He noted that he saw a City that set goals and worked towards achieving them. Larson also noted that there were some things that had been neglected for years, such as disability access and deferred maintenance, which were now being addressed. Path safety should also be a priority, and he was glad to see they were looking to put more people to monitor it.

No one else wished to speak, and the Mayor closed the public hearing.

Holland said he was glad to see the new Code Enforcement officers added to the paths and noted they could write citations. Brown echoed that, saying Code Enforcement would now be able to expand their patrol areas. Johnson agreed and asked Strickland what authority these officers would have.

Strickland noted that they could only enforce City ordinances which related to the path system, but they could not force people to stop as a Police officer could. They could write citations and warnings. He observed that many times, Code Enforcement provided help to people on the paths, such as with breakdowns or providing information on the rules of the paths. Johnson noted they could communicate with Police as needed.

Council/Staff Topics

1. New CVB literature

The CVB had a new publication out, Learnard said, calling it “gorgeous.” She commended the CVB for all their recent work, which included a new logo.

2. Feeding deer

Brown asked citizens not to feed the deer on their property, saying it encouraged them to approach people.

3. Archery Season

Brown also mentioned that archery season would start Sept. 14 and last through January to licensed hunters.

4. 4th of July staff acknowledgment

Johnson thanked staff for their work on the July 4 parade and fireworks.

5. Budget and quality of life in Peachtree City

Holland noted that it was indeed a bargain to live in Peachtree City and partake of the services provided.

6. Home Run Derby Night at Drake Field on Monday, July 14th at 6 PM

Assistant Recreation Director Harold Layton invited everyone to come out for food trucks, fun games, and the Derby on a big screen..

7. Compliments on facilities

Meeker said a friend of his who had visited the city for youth sports was highly complimentary of the facilities.

Executive Session

Brown moved to adjourn to executive session at 11:10 a.m. to discuss the sale, lease, or purchase of real estate and pending or threatened litigation. Johnson seconded. Motion carried unanimously.

Holland moved to reconvene in regular session at 11:37 a.m. Brown seconded. Motion carried unanimously.

Holland moved to deny the claim by Dana Johnson as presented. Brown seconded. Motion carried 3-0-1(Johnson).

Holland moved to deny the claim by Brittney Richardson as presented. Johnson seconded. Motion carried unanimously.

Holland moved to go back in executive session for threatened and/or pending litigation at 11:40 a.m. Johnson seconded. Motion carried unanimously.

Holland moved to reconvene in regular session at 11:49 a.m. Brown seconded. Motion carried unanimously.

Adjourn

There being no further business, Johnson moved to adjourn the meeting. Holland seconded. Motion carried unanimously.

The meeting adjourned at 11:49 a.m.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

City Council of Peachtree City
Meeting Minutes
Thursday, August 7, 2025
9:30 AM

Call to Order

The City Council of Peachtree City met for a work session on Thursday, August 7, 2025, in the Council Chambers at City Hall. Mayor Kim Learnard called the meeting to order at 9:30 a.m. Also present were Mayor Pro Tem Clinton Holland, and Councilmembers Suzanne Brown and Laura Johnson.

Pledge of Allegiance and Moment of Silence

Presentation

A. 2025 Intern Presentation

Human Resources Director Dr. Teaa Allston-Bing led a goodbye to this year's cohort of summer interns. Cohort president Alexis Hollett introduced a video in which the interns summarized their experiences. The interns were Hollett, Public Communications; Lauren Baxley, Public Works; Emma Bednarowski, Recreation & Special Events; Sophie Castellon, Tourism; Mahika Kumar, Engineering Services; Kaitlyn Marmolejos, Library Services; Mia Morrow, Human Resources; and Mackenzie Sarna, Fire and Rescue.

Public Comment

Jim Forestal said a new travel hockey club had formed, but it could not be considered for reserved practice time at the hockey rink until it received a 501 (c) as a non-profit from the Internal Revenue Service. However, the status might not be granted until after the season started. He asked Council to grant the club a conditional recognition so they could book a standing time for practice at the City's rink.

Loyd Smith said Peachtree City-Fayette Pickleball Club members had been training local schoolteachers to teach pickleball to students. He said he was surprised how many young players were playing incorrectly and knew the new courts would benefit them. He asked that members of the club be consulted when the new courts were being designed.

Jeff Williams hoped the plan Council adopted called for 18 pickleball courts. He said 12 would be inadequate. John Riley followed and echoed those comments, as did Sue Reed, who remarked that building just 12 courts would be a waste of time and money.

Michelle Bahr added that it was important to have a sufficient number of public courts and that 18 or more made sense if the City wanted to host tournaments. Dan Fink agreed.

Agenda Changes

Learnard, commenting that most of the audience was there to hear about pickleball plans, suggested pushing that item nearer to the top of the agenda. Holland moved to move item 7.F. to the beginning of the list of Work Session Discussion items. Johnson

seconded. Motion carried unanimously.

Quarterly Reports

A. 2025 Q2 Reports

The Mayor said the quarterly reports had lots of good information. Brown said she had talked with the City Manager about clarifying some of the Planning Department data and mentioned that some colors were hard to read.

Holland pointed out that crime statistics showed a drop of 25% over the same period last year and commended the Police Department.

Work Session Discussion Items

A. Pickleball Meade Site Update

Assistant City Manager Chris Hobby said the Recreation Advisory Group (RAG) had recommended the Meade Pickleball Concept design for City Council discussion. The initial concept had the location at the site of the compost area on Rockaway Road, but that proved unfeasible, and it was decided to look at the adult softball complex at Meade. Hobby said that location would still allow for the recommended 500 feet of distance between the courts and the nearest residences.

The City then issued a Request for Proposals (RFP) for design-build services at the Meade site. Three proposals were received, and after a thorough evaluation and scoring process, staff was recommending awarding the contract to Tarkett Sports. Tarkett had proposed a fee of \$191,358.10 to design and manage construction of a 12- court facility, and \$214,243.81 for an 18-court facility. Hobby reported that the final construction cost would be determined upon completion of the design process.

He introduced Scott George of Tarkett, joining via Microsoft Teams, to explain more about their proposal. George said the firm worked exclusively in sports construction, and he specialized in design-build projects, using a collaborative design process. He said they could present costs for both 18 and 12 courts, along with costs of optional amenities. Tarkett would provide guidance, but the City would have the final say on what was built.

George went over the benefits of hiring a firm that did both design and construction. He explained the steps that would be involved in the construction, focusing on the advantages of post tension concrete, which used steel cables to strengthen it, and noting that Tarkett provided a 50-year warranty on the concrete courts. The acrylic surface carried a 10-year warranty, he added.

He presented designs for both an 18-court and 12-court facility, but explained they were very basic because there had been no input from the City as of yet. He pointed out an area for stormwater detention. The layout could shift either east or west, George remarked, depending on what the City wanted. A construction

schedule showed that the courts could be completed by February 2026 if they got started within a few weeks. He presented information and photos about four other pickleball facilities they had constructed.

Learnard asked him if they could work on the dates on the timelines for plan review so that they coincided with Council meetings, and George said that would not pose any problems and would be one of the topics at the kickoff meeting between Council and Tarkett.

Holland asked if Tarkett had done any work with city governments? George pointed out an indoor facility they had done for Point Mallard, Alabama, and said the majority of their work was with city parks or public schools.

Holland also noted they the construction portion would be during winter. He was especially concerned about the 28 days of required setting time for the courts. George told him a large portion of their work was in Indiana, so they were familiar with working in cold weather. However, the schedule might need to be adjusted if there was extremely cold weather, and he said they would cover that in the contract.

Holland then asked about the warranty. George told him there was a 50-year warranty on the concrete slab and a 10-year warranty on the playing surface. The fencing carried a one-year warranty, and the warranty on the lighting could go up to 20 years, depending on what they chose.

Holland also wanted to know about seating, and George replied that would be a discussion to have during the design phase. Learnard mentioned that the RAG could synthesize the input from the pickleball club members and report what they desired. She thought at least one championship court would be required, and bleachers could be three- or five-tier. Deciding all that was part of the process, she remarked.

Brown asked if the court surface would be raised or flush with the surrounding ground? George said it would be raised slightly. The courts would be placed north to south and the water would sheet to the east or west.

Johnson asked how often courts needed to be resurfaced. At 10 years, George said, they recommended an inspection to see how they were holding up and usually found that a new acrylic resurfacing was needed due to fading and to prevent further damage.

Holland asked about the detention pond, and George said it would take the stormwater and meter it out, but it would usually be a dry pond. The location shown was just a placeholder. They also could use an underground water detention system, but that would be more expensive.

Holland returned to the warranty, and George told him it was a complete warranty, backed by an insurance policy.

Hobby finished by saying the beauty of design-build was that Peachtree City would control the process and the budget. The RFP contained placeholder numbers of \$1 million in total costs for 12 courts and \$1.3 million for 18, but that would change based on the final design. If Council approved this, the next step would be to return to RAG's Monday meeting for their input.

Johnson asked if there was space at this site for more courts in the future. George said that would require getting too close to the nearby houses unless they utilized underground water storage, which might free up space for up to six more courts. They could master plan the entire area during this process and focus on phase one, if the City wanted.

Riley Field had been discussed as an option for additional courts but was ruled out due to the proximity to the elementary school, Brown noted. She mentioned that Council had been told that some residents of Gates Entry were going to show up to object to the Meade location due to noise concerns. They did not, possibly due to intimidation from the vocal pickleball cadre, Brown remarked. However, noise was a concern, and she wondered if some of the pickleball club members would help conduct a sound test at Gates Entry. Council could make approval of this location contingent on the results of that test, she proposed, saying that should be done before such a large expenditure.

Learnard said a contingency might give the impression that they would not choose this site, but Brown said it would mean the difference between 12 or 18 courts. Learnard continued, saying they had a great location that exceeded 500 feet from the nearest homes with a sound buffer of a grove of trees, then a street with no houses on the pickleball side of the street. The front yards were on the other side of the street, which meant backyards were even farther from the pickleball courts. They had considered sound issues throughout this process, which was how this site was chosen, the Mayor commented, adding she was not interested in entertaining the idea of a contingency.

Holland and Johnson agreed that a sound test was not necessary, and Learnard called for a motion.

Johnson moved to approve the award of design-build services for pickleball courts in the amount of \$214,243.81 to Tarkett Sports for a minimum of 18 courts. Holland seconded. Motion carried unanimously.

B. List of vehicles and/or equipment for surplus

The purchasing ordinance required Council approval when disposing of assets with a value over \$5,000, Public Works Director Jonathan Miller explained. He presented a list of vehicles from various departments that they were looking to take

to auction. No action was required at this meeting from Council, but it would be on the Consent Agenda at the next meeting.

Brown said she at first had questions, wondering if all the vehicles needed to be removed from service. She said City Manager Justin Strickland and Miller had sent her a list that explained everything and assuaged her doubts, and it would be helpful to Council to get an explanation along with the list in the future. She also told Miller she missed Public Works on her tours of City facilities when she first took office and would be visiting him soon in order to learn more about their operations.

Holland said he now had a better understanding of what was being done. He suggested that in the future they check with the Airport and with the Water and Sewerage Authority (WASA) to see if they needed these vehicles. Miller replied that would be a question for Purchasing because the procedures were dictated by the ordinance.

C. Huddleston Dual Left Construction Bid

City Engineer Dave Borkowski said they received three bids with prices ranging from \$181,650.59 to \$595,000. They had checked experience and references and talked with the low bidder to make sure they understood the scope of the project. He would bring this to the next Council meeting for a vote.

There were big discrepancies in the bids, Holland noted. Borkowski told him he had talked about this with the low bidder and was satisfied with his responses. They would not need to travel because they had a laydown yard nearby, and their quote for the pole was much lower than the others. Also, they would do most of the work themselves, not contract it out.

Strickland noted there was a grant from the Fayette County Development Authority that would pay for part of this. Also, the Georgia Department of Transportation (GDOT) was covering a portion because they missed some things in their initial review.

D. Proposed Fence Ordinance Text Amendment

The fence ordinance did not include the Limited Use Commercial (LUC) and Limited Use Residential (LUR) zoning classifications, Planning Director Shayla Reed said. She was asking Council for approval to draft a text amendment to include those categories.

Brown said speed was of the essence in making this change. Johnson asked if existing fences in those zoning districts would be allowed to remain, even if they were not in compliance with the ordinance, and Reed said they would.

E. Proposed Sign Ordinance Text Amendment

This was another instance of staff asking for clarity from Council regarding a text

amendment. Reed explained that the zoning code identified a roof sign as any sign placed upon or above the roof structure or upon the roof, and roof signs were prohibited. However, another section of the code said no sign should extend above the eave line or at the top of a parapet on the wall to which it was attached, which meant that those signs were allowed.

Did Council want the ordinance amended to prohibit all roof signs, including those on the parapets, or to make an exception for parapet signs? Reed asked. Staff was asking for clarity and permission to take this to the Planning Commission for discussion. The text amendment would come back to Council for a final vote.

Brown asked if there was a limit on parapet height? Reed said there was not. Brown noted that, from the ground, there was no way to tell how high the parapet wall was. She was afraid people would start building very tall parapets to make their signs more visible if there was no limit. Reed said the parapet had a minimum height, but not a maximum. City Attorney Ted Meeker said the International Building Code dealt with roof heights somewhat, and Reed said she would investigate.

Brown moved to refer this to the Planning Commission. Holland seconded. Motion carried unanimously.

F. Building Department Services RFP

Reed said the Planning and Development Department had issued an RFP for inspections and plan review for buildings, erosion control, and engineering, and five companies provided proposals. The current contracts ended on September 30, and Reed said she would bring a recommendation back to Council at their next meeting.

Holland pointed out that building inspections and erosion control were two totally different types of expertise. He said they should make sure the erosion control personnel had either a Georgia Blue or Red Card.

New Agenda Items

A. 08-25-01 Fire Station 83 Renovation

Hobby explained that a project to expand and renovate the kitchen at Fire Station 83 was proposed in the FY25 budget. Frontier Design/Build was the documented preferred vendor of the City for this type of work. The cost was \$97,500, and Hobby said the goal was to complete the project by September 30.

Brown noted the renovations were sorely needed. She asked how the staff would be accommodated during the renovations, and Fire Chief Clint Murphy said they would be re-deployed throughout the city during the day while they were working. The bunk rooms were not involved, so the night shift would not be majorly impacted, except for not having access to a kitchen or day room. Murphy was

optimistic about meeting the timeline, saying the contractor had told them the only possible delay would be on getting the cabinets built.

Holland asked if the living quarters at 83 would be renovated soon? Murphy said he and Strickland had looked at all the stations and were trying to spend the money efficiently. The living quarters at 83 were newer than the kitchen side, he stated.

Brown moved to approve New Agenda item 08-25-01, Fire Station 83 renovation with Frontier Design/Build in the amount of \$97,500. Holland seconded. Motion carried unanimously.

B. 08-25-02 Addition of Two Full-Time Positions - Building Permit Technician and Planning & Zoning Technician

This piggybacked onto the previously discussed RFP for inspection services, Strickland commented. The current contracted firm provided the positions of Building Permit Technician and Planning & Zoning Technician and billed them back to the City. These positions were not included in the RFP because Strickland was recommending they be transitioned into in-house positions.

There was no need for a budget amendment because it would be net-neutral, he said. The amount they were paying for the contractors would be about the same as what it would cost to hire them as City employees. The City would then have control of the employees and how they did their jobs. He said this would take effect October 1, and they needed approval to go ahead and start advertising the positions.

Johnson moved to approve New Agenda item 08-25-02, addition of Two Full-Time Positions - Building Permit Technician and Planning & Zoning Technician. Holland seconded.

Brown said she wanted to add a clarification because adding two City staff sounded like something they did not want to do. However, they were already paying them indirectly through a contract. There was a difference of \$2,000, and Brown said that seemed like a reasonable amount in order to have control over the positions, which were first-line customer service roles.

Motion carried unanimously.

C. 08-25-03 FY25 Budget Amendment and Acceptance of Recreation Program Donations

Assistant Financial Services Director Dustin Farron said there had been some donations to the Recreation Department, and he was asking Council to approve them and the corresponding budget amendments. They were: \$500 sponsorship from Fourth Corner Boxing and Fitness Gym for the Back to School Bash; \$500 donation from Pace-Lynch in support of the Home Run Derby; \$1,577.49 donation from Robert Seaman for the purchase of a memorial bench; \$2,367.56 donation

from Cindy Farr for the purchase of a memorial bench.

Brown moved to approve New Agenda item 08-25-03 FY25, Budget Amendment and Acceptance of Recreation Program Donations as listed. Holland seconded. Motion carried unanimously.

D. ~~FY25 Budget Amendment – Engineering Professional Services~~

E. 08-25-04 Hearing- 1117 Hip Pocket Road Dock Entitlement Appeal

Meeker reported that he and the then-Planning Director did a deep dive on this issue last fall and came to the conclusion that, while the property owner had access rights to Lake Peachtree, they did not have the right to build a dock on the City-owned property bordering the lake. However, of the eight lots in this area, seven had built docks.

Meeker said he was not taking a position for or against granting a permit to allow the property owner to build a dock. It was the City's property, and if they wanted to grant a permit, Council had that power, and staff did not, which was why the permit was denied.

Meeker went on to say that residents on the west side of Lake Peachtree were very protective of their area, so he thought it was good from a transparency standpoint to have this appeal come before Council and allow the neighbors to weigh in on the matter.

Todd Strickland presented the property owner's case, noting that this was one of the oldest parts of Peachtree City. He said he had a contract to purchase the property last year and discovered he would not have permission to build a dock. These lots were deeded a common area along the lake directly from Equitable in 1980, and Strickland said the eight property owners all assumed they had the right to construct docks in that area, and seven of them had done so.

Strickland wondered if he had done these property owners a disservice by pointing this out, since the other owners had gone ahead and constructed docks with no repercussions. He said the lack of a dock negatively impacted the value of the property. The Lake Peachtree Association Board had written a letter in support, and surrounding neighbors also said they had no problems with a new dock.

He noted that the six interior lots all had access to the lake via a perpetual easement, so it had always been intended for those lots to have enjoyment of the lake. Docks were not explicitly mentioned, but neither were they excluded. Council would not be setting precedent by allowing a permit for the dock, Strickland advised, because there were no similar situations anywhere else around the lake. He asked Council to consider what was the fair thing to do.

Property owner Ed Nelson told Council his wife purchased this property in 1968, and his family spent weekends and vacations on the lake for many years before moving there permanently. They now had to move due to his wife's health and had discovered this issue with the dock, which lessened the value of their property.

Learnard read the letter from the Lake Peachtree Association. She said she saw no reason why this property should be singled out and not permitted a dock.

Brown said she was reassured they were not setting a precedent and thought it was time to make things right.

Learnard requested that Meeker compose a motion seeking approval. He indicated the motion should state that they "move to approve the issuance of a dock permit for this lot."

"So moved," said Holland. Johnson seconded. Motion carried unanimously.

F. 08-25-05 Removal of North East Collector from Transportation Plan

Meeker said this road had been on the City's transportation plan for a long time and was on the most recent plan, approved in 2010. There had never been any effort to move forward with this road, which would connect Peachtree City with unincorporated Fayette County, and there were now houses on the County's side where the road would have gone.

He said this was relevant now because there was a development in this area coming forward for plan approval. That road was still on the books as a north east connector and would have to be build to a much different standard than a normal street, Meeker remarked, and this would impact lot sizes and several other things.

Meeker said this was a road that he did not believe would ever go forward, but staff could not ignore what was in the plan. Council was being asked to take a vote to remove the road from the current transportation plan so staff could go ahead with the review of the proposed development.

Holland moved to approve New Agenda item 08-25-05, Removal of North East Collector from Transportation Plan. Brown seconded. Motion carried unanimously.

G. 08-25-06 123 Interlochen Stormwater Pipe Lining

The stormwater drainage pipe between 123 Interlochen Drive and the adjacent cart path had critically failed due to adjacent utility work, posing an immediate risk to underground utilities, the structural integrity of the home at 123 Interlochen Drive, the stability of the cart path, and the safety of both residents and cart path users, Borkowski stated. Bumping the lining up with concrete would halt the damage and give them time to further evaluate the situation. Staff solicited three quotes, and the lowest was from Utility Asset Management.

Brown moved to approve New Agenda item 08-25-06, awarding the contract to line the pipes at 123 Interlochen to Utility Asset Management for the quoted price of \$58,500. Johnson seconded. Motion carried unanimously.

Public Hearings

A. 08-25-07 New Alcohol License - Trader Joe's, 258 City Circle

City Clerk Yasmin Julio said Mitchell Nadler had requested to be appointed as the Licensee and Reginald Jones as the License Representative. Both they and the location met all the requirements to be granted a license.

The Mayor opened the public hearing. No one wished to speak either in favor or in opposition, and she closed the hearing.

Brown moved to approve a new alcohol license for Trader Joe's, 258 City Circle. Johnson seconded. Motion carried unanimously.

B. 08-25-08 New Alcohol License - Apsilon Management Kedron Hills, LLC, 400 World Dr

Julio said this was for the new Residence Inn. Kashav Patel had requested to be appointed as the Licensee and as the License Representative. The business location and Patel met the requirements of the alcohol ordinance to be granted a license.

The Mayor opened the public hearing. No one wished to speak either in favor or in opposition, and she closed the hearing.

Holland moved to approve a new alcohol license for Apsilon Management Kedron Hills, LLC, 400 World Drive. Brown seconded. Motion carried unanimously.

C. 08-25-09 New Alcohol License - Swiss Digital Concepts, 200 Kelly Dr

This company, a wine wholesaling business, had been operating in the city without an alcohol license for the last three years, although they did pay occupational tax, Julio reported. A new process had been put in place for businesses providing massage services or selling alcohol, and that was when the lack of a license was discovered. The owners also were working to come into compliance with State requirements.

Altai Negaty-Hindi had requested to be named as the Licensee and as the License Representative. Both he and the business location met the requirements of the alcohol ordinance to be granted a license, Julio stated.

The Mayor opened the public hearing, asking first who wished to speak in support of this license.

Negaty-Hindi told Council he had always paid the occupational tax, but it was never

mentioned to him until this year that he needed an alcohol license. His business imported Swiss wine for wholesale to restaurants and retailers, and he held a wholesale license from Fayette County.

No one else wished to speak either in favor or opposition, and the Mayor closed the public hearing.

Holland moved to approve item 08-25-09, New Alcohol License - Swiss Digital Concepts, 200 Kelly Drive. Brown seconded. Motion carried unanimously.

Council/Staff Topics

Food Truck Thursday

This was Food Truck Thursday at Drake Field, the Mayor noted.

Purple Heart Ceremony

Learnard said there was a wonderful ceremony and gathering that morning in honor of Purple Heart Day and recalled that former Councilmember Frank Destadio was instrumental in Peachtree City gaining Purple Heart City status.

Post Office Cleanup & Dedication

The Peachtree City Post Office was getting a much-needed exterior spruce-up, the Mayor remarked.

Elementary School Resource Officers

They were in the process of placing a school resource officer at every elementary school.

Back to School Bash

Learnard also mentioned the Back to School Bash set for August 9 at Glenloch.

Hockey Non-Profit Discussion

Holland asked if there was any way they could grant conditional approval for the travel hockey club to use the rink for practice, but Meeker said policy required groups using facilities on a regular basis to have the 501 (c) status.

Brown asked how long that would take. Meeker replied it had been his experience that there was about a six- to eight-month turnaround time.

Holland said he would be in favor of Council giving the conditional approval with a time limit, even though it was something they had never done before.

Learnard remarked that there was process in place for a reason. Meeker commented that associations had to have non-profit status before the City would enter into a facilities use agreement with them.

Holland said he hated for the kids to lose an entire season waiting on this. Brown

thought that since they just wanted access for a few hours on a Sunday, which seemed like a minor concession. Learnard said the requirements had to be the same for everyone.

Assistant Recreation Director Harold Layton added that the City ordinance did not allow recurring rentals to non-association groups. Strickland recalled that a for-profit company wanted to use the baseball fields every Sunday, and the City told them they could not.

Meeker asked why the travel club could not coordinate a Sunday practice with the league? The travel club could be part of the existing hockey league until it got the non-profit status. Layton said he would ask the hockey president if that was something they would be interested in. He also said the RAG would be discussing this at its next meeting.

Liquor Store Tastings

Holland asked if the City could change its ordinance to allow tastings at liquor stores. Julio said tastings were allowed for wine and beer, but the State law had recently changed to allow them for spirits, but the City had not changed its ordinance.

Learnard said she would be fine with that, and Brown and Johnson agreed.

Holland moved to put this on a future agenda. Brown seconded. Motion carried unanimously.

Suspension rule of STR for World Cup

Holland asked if there was any interest in suspending the short-term rental (STR) ordinance to allow for rentals during the World Cup in 2026? The other Councilmembers said they would be in favor of that, with Meeker saying he and Reed needed to look at the STR ordinance to see what they needed to do. They could bring it back to Council at a future meeting. Holland said it would be good to see what Fayette Forward was doing in regard to this.

Burn Ban amendments

Holland thought there should be exceptions made to the burn ordinance for properties three acres or larger. He thought it should be only for yard waste, but not leaves, but Brown pointed out that leaves were yard waste.

Learnard said they considered the acreage when they adopted the burn ordinance and heard from families who were affected. Smoke wafted for many miles, and there were options for getting rid of yard waste other than burning.

Brown said it was difficult for larger landowners to haul away their debris, so she would be in favor of revisiting it.

Johnson said she would have appreciated advance notification that this issue would be discussed. She was not prepared to have this conversation now. Brown told her they

could put it on a future agenda, and Johnson said she was not ready to revisit the burn ban, in any case.

E-Scooter Safety

Brown mentioned an article she had read questioning the safety of electric scooters. She had referred it to the Transportation Advisory Group (TAG) and thought it would be good for parents to check on the safety, as well.

Deer Management

Deer management would be on the agenda at the next meeting, Brown said, and she urged citizens with an interest to attend or watch online.

School Traffic Safety

Brown also said schools were open and reminded drivers to pay attention in the morning and afternoon.

Executive Session

Johnson moved to adjourn to executive session at 12:42 p.m. to discuss the sale, lease, or acquisition of real estate and pending or threatened litigation. Brown seconded. Motion carried unanimously.

Johnson moved to reconvene in regular session at 12:48 p.m. Holland seconded. Motion carried unanimously.

Adjourn

There being no further business, Johnson moved to adjourn the meeting. Brown seconded. Motion carried unanimously.

The meeting adjourned at 12:49 p.m.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Jonathan Miller, Public Works Director 08/14/2025
Kelly Bush, Financial & Administrative Services Director 08/14/2025
Chris Hobby, Assistant City Manager 08/15/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: List of Vehicles and/or Equipment for Surplus

Recommendation:

Approve the list of vehicles and equipment for surplus

Discussion:

The City's purchasing ordinance requires Council approval when disposing of assets with a value over \$5,000. The following is a list of vehicles and/or equipment that the city intends to either sale to the Water & Sewer Authority and the Airport Authority or collaborate with GovDeals to achieve maximum exposure and revenue. GovDeals is an online auction platform specializing in the sale of government and public agency surplus property, open to the public.

2007 Spartan Fire Engine
2002 Chevrolet Suburban
2004 Ford F-250
2005 Ford F-150
2012 Dodge Avenger
2013 Mazda 3
2012 Ford F-250
2007 Ford F-250
2007 Ford F-650
2006 Ford Ranger
2017 Bobcat T650
2009 Ford F-250
2003 Ford E-450

The City evaluates the life of vehicles and equipment in the following way:

- Regular vehicles, including police vehicles and light/medium-duty trucks, have a mileage threshold of 125,000 miles for replacement. They also have a model year threshold of 20 years for replacement due to increased repair costs from downtime of age and the weathering deterioration of parts. This means that police vehicles hit these marks faster than other departments as they are on the road much more and experience more wear and tear in general than other departments. They also need their vehicles to be in good repair for their services. If vehicles are in good shape that aren't in the police department after the mileage threshold or if we can use a police vehicle over the mileage threshold in another department that is in good shape, then we will.
- For hour based off-road small equipment:
 - Skid-Steer loaders rotate out of service around 2000 hours, above which we have more maintenance issues and hydraulic leaks, but we evaluate them on how they run before making the recommendation.
 - Zero-Turn mowers rotate out of service around 1500 hours, although some have been kept past that point as we evaluate them on how they run. By that time, they have increased downtime for repairs, and the mower decks are frequently bent, resulting in a quality of cut that isn't what it should be.
- Big equipment, and bigger dump trucks, are normally phased out in roughly a 20-year or 3000-hour period, and by factoring in recent repair costs, downtime, and any known problems, but we do evaluations before making decisions.
- Fire have been using the best practice of NFPA 1901, which is 10 years of service on the frontline and 5 years of reserve use for a total of 15 years. The NFPA standard changed after our last orders to 15 years of frontline and consider refurbishment or retirement. They recommend that the truck be replaced by age alone at 25 years of service (regardless of if it has problems or not). The current engine that was just replaced is 18 years old and the other reserve that is not in good shape is 20 years old. As a reference, the new ladder truck that is coming in will replace a 20-year-old Quint. The Fire Department established this equipment rotation in the early 2000's, and it has served well. It has matched up well with maintenance cost increases and /or equipment failures.

Budget Impact:

Staff's objective is to maximize the amount of money generated through these sales

Attachments:

1. 08.2025 Surplus Vehicles

Department	Vehicle	Reason
Fire	2007 Spartan Fire Engine	End of Life - Blown Transmission, approved repalcement in 2023 SPLOST.
Police	2002 Chevrolet Suburban	Seized Vehicle
Building Maint.	2004 Ford F-250	Engine valvetrain problems, model threshold, approved replacement in FY25 Budget.
Police	2005 Ford F-150	Seized Vehicle
Police	2012 Dodge Avenger	Seized Vehicle
Police	2013 Mazda 3	Seized Vehicle
Public Works	2012 Ford F-250	Frequent engine problems with a very expensive repair if kept. Right at the 125K mile threshold.
Public Works	2007 Ford F-250	Multiple engine problems and over the 125K mile threshold. Approved replacement in FY25 Budget.
Public Works	2007 Ford F-650	Has had high pressure oil pump issues for the HEUI fuel injectors which has already been worked on before. Very expensive repair if done again. Approved replacement in FY25 Budget.
Code	2006 Ford Ranger	Over the model threshold and 125K (150K) mile threshold. Approved replacement in FY25 Budget. Being leased to KPTCB.
Public Works	2017 Bobcat T650	Ongoing problems with hydraulics, returning to neutral, moving without input, delayed responses when operating. Down more than opraeting. Approved replacement in FY25 Budget
Stormwater	2009 Ford F-250	Has passed the 125K threshold (165K)
Fire and then Building Maint.	2003 Ford E-450	Model threshold and not used.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: David Borkowski, City Engineer 08/13/2025
Angela Egan, Purchasing Manager 08/13/2025
Dustin Farron, Assistant Financial & Administrative Services Director 08/14/2025
Kelly Bush, Financial & Administrative Services Director 08/14/2025
Chris Hobby, Assistant City Manager 08/15/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: Huddleston Dual Left Construction Bid

Recommendation:

Award the contract for upgrading traffic signal on SR 54 @ Huddleston Road to NGT Group LLC in the amount of \$181,650.59.

Discussion:

To help mitigate traffic queing on Huddleston Road during peak hours, Staff worked with our consultant and the Georgia Department of Transportation to design a plan for dual lefts off of Huddleston Road on to State Route 54. Staff bid out this project and received three bids:

JHC	\$595,000.00
NGT Group	\$181,650.59
Piedmont Paving	\$460,150.00

Staff evaluated these bids and interviewed the apparent low bidder. The low bidder meets all the qualifications and shows a clear understanding of the scope of the project and a team of experienced employees who can perform the work. The low bidder is also prepared to accomplish the majority of the work with its own people and equipment, which generally translates to better project delivery. Therefore, Staff recommends awarding the project to NGT Group.

Budget Impact:

Part of this project is covered by a grant from the Fayette County Development Authority in an amount up to \$121,385 (Fund 335 with a 50% match) with GDOT

providing some signal equipment free of charge to make up for items missed in their initial review. The rest is budgeted in the 2017 SPLOST (321).

Attachments:

1. NGT Group LLC Bid for Dual left

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

This Bid is submitted from: NGT Group LLC

5665 Shirlee Industrial Way

Alpharetta, GA 30004

(Name and Address of Individual, Partnership, or Corporation)
P.O. Box Not Acceptable

This Bid is for: SR 54 @ Huddleston Dual Left Improvements
July 29, 2025/3:00 pm local time

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>01</u>	<u>7/7/2025</u>
<u>02</u>	<u>7/24/2025</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all (if applicable): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports (if applicable) and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Purchasing Agent written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Purchasing Agent is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	151,650.59
Materials Testing Cash Allowance	\$10,000
Owner Directed Changes	\$20,000
Total Bid Price	\$ 181,650.59

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Item No.	Description	Unit	Bid Unit Price
441-0748	Concrete Median, 6"	SY	\$ 263.14
615-1200	Directional Bore 6in.	LF	\$ 20.00
636-1041	Highway Signs, TP 2 Matl, Refl Sheeting, TP 9	SF	\$ 30.00
636-2070	Galvanized Steel Sign Post, TP 7	LF	\$ 20.00
647-2140	Pull Box, PB-4	EA	\$ 2,500.00
653-0120	Therm Pvmt Marking Arrow, TP 2	EA	\$ 200
653-0150	Therm Pvmt Marking Arrow, TP 5	EA	\$ 350
653-0210	Therm Pvmt Marking Word TP 1, "Only"	EA	\$ 400
653-3501	Thermoplastic Skip Traf Stripe, 5", White	GLF	\$ 8.00
653-4830	Thermoplastic Skip Traf Stripe, 12", White	GLF	\$ 8.00
656-1050	Remove Exist Skip Traf Stripe, 5 in. Thermo	GLF	\$ 8.00
682-6233	Conduit, Nonmetal, TP 3, 2in.	LF	\$ 6.00

The bid items outlined above have been provided for bid comparison. The bid unit prices will also be utilized for establishing contract price modifications in the event of a duly authorized change order that results in the modification of the contract amount due to the contractor. Examples of such modification shall include but not be limited to increases in the scope of work resulting in additional work or modifications of the scope of work wherein the amount of work is reduced.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. All documents as outlined in Section 00 22 13 "Supplementary Instructions to Bidders."

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

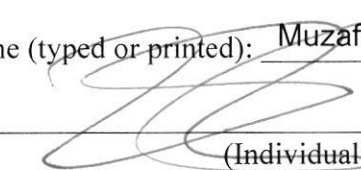
ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Muzaffar Badalov

By: 
(Individual's signature)

Doing business as: NGT Group LLC

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5665 Shirlee Industrial Way
Alpharetta, GA 30004

Phone No. 678-862-4541 Fax No. 82-3031694

E-mail asmir.v@ngtgroupllc.com

SUBMITTED on July 28, 20 25.

State Contractor License No. GCLT-CO000661.

END OF SECTION

SECTION 00 43 13

BID SECURITY FORM

BIDDER (Name and Address):

NGT Group LLC

5665 Shirlee Industrial Way, Suite 200

Alpharetta, GA 30004

SURETY (Name and Address of Principal Place of Business):

The Gray Casualty & Surety Company

P.O. Box 6202

Metairie, LA 70009-6202

OWNER (Name and Address):

City of Peachtree City

151 Willowbend Road

Peachtree City, GA 30269

BID

Bid Due Date: July 29, 2025/3:00 pm local time

Project: SR 54 @ Huddleston Dual Left Improvements

Improve intersection functionality by installing dual left turn lanes from Huddleston onto SR54, while removing the cross street through movement. Work will include changing out signal heads, rewiring electrical system, installing signs, and pavement markings, as well as some median reconstruction.

Description: reconstruction.

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): 7/29/2025

Penal sum Five Percent (5%) of the Bid Amount

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

NGT Group LLC

Bidder's Name and Corporate Seal

(Seal)

By:

Signature

Neuzeffar Badala

Print Name

CEO

Title

SURETY

The Gray Casualty & Surety Company

Surety's Name and Corporate Seal

(Seal)

By:

Signature (Attach Power of Attorney)

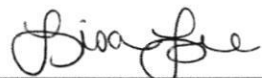
Daniel Yates

Print Name

Attorney-in-Fact

Title

Attest: 
Signature
Project Manager
Title

Attest: 
Signature
Lisa Lee, Witness
Title

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: NGT Group LLC

Project: Contract#25-129BES - SR 54 @ Huddleston Dual Left Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin M. Neidert, Daniel Yates, Sandra Lawrence, Jenna Jones, Lisa Lee, Elizabeth White, Charles E. Thompson and Sean Tidwell of Atlanta, Georgia jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of July, 2025.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of July, 2025.

Leigh Anne Henican



SECTION 00 45 13

BIDDER'S QUALIFICATIONS

Submitted by:

Name of Organization: NGT Group LLC
Name of Individual: Asmir Vehabovic
Title: Senior Project Manager
Address: 5665 Shirlee Industrial Way
Alpharetta, GA 30004
Telephone: (678) 862-4541

Submitted to:

Name: City of Peachtree City
Address: 151 Willowbend Road
Peachtree City, GA 30269
Telephone: (770) 487-7657

Project Name and Description:

SR 54 @ Huddleston Dual Left Improvements

Improve intersection functionality by installing dual left turn lanes from Huddleston onto SR54, while removing the cross street through movement. Work will include changing out signal heads, rewiring electrical system, installing signs, and pavement markings, as well as some median reconstruction.

Minimum Experience and Qualification:

The Prime contractor and subcontractors must have a minimum of 5-years experience working

on Georgia State Route intersection projects. Signal subcontractors must also have at least 5-years experience working on traffic signals on Georgia State Routes. Five examples of similar projects must be submitted with the Bid. Prime contractor and subcontractors must all be pre-qualified with the Georgia Department of Transportation in their area of work on the project.

SCHEDULE A1

Name, Location and Description			Date	Reference/Contact	
of Project	Owner	Design Engineer	Completed	Contract Price	Include Address, Email and Phone
I-285 SR 400 Reconstruction Traffic Signal Construction & Intelligent Transportation Systems Atlanta, GA	GDOT	NEEL-SCHAFER	2024	3,000,000.00	Powercomm USA Will Hurst > Controler 404-882-1662 whurst@powercommusa.com 2370 Justin Trail Alpharetta, GA 30004
24-001 ITB - Coal Mountain Connector Atlanta, GA	GDOT	CHA	2025	200,000.00	Vertical Earth Scott Holcomb Project Manager 470-717-5018 sholcomb@vertical-earth.com 6025 Matt Hwy Cumming, GA 30028
Atlanta Beltline NW Trail Segment 1 Atlanta, GA	Atlanta Beltline	Kaizen Collaborative	2025	1,300,000.00	Reeves Young Brad Gabel 678-371-6031 bgabel@reevesyoung.com 45 Peachtree Industrial Blvd Sugar Hill, GA 30518
Kroger Hoschton	GDOT	A&R Engineering, Inc	2025	280,000.00	Vertical Earth Kaleb Hadaway Project Manager 470-717-5797 khadaway@vertical-earth.com 6025 Matt Hwy Cumming, GA 30028

*make copies as required

SR 54 @ Huddleston Dual Left Improvements

Name, Location and Description						Reference/Contact
of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completion	Include Address and Phone

24-007 Traffic Signal Upgrades #24-042	City of Albany	City of Albany Engineering Department†	249,326.52	80%	10/1/2025	Ken Breedlove 229-407-0864 kbreedlove@albanyga.gov
24-009 Traffic Signal Upgrades #24-044	City of Albany	City of Albany Engineering Department	388,462.63	80%	10/1/2025	Ken Breedlove 229-407-0864 kbreedlove@albanyga.gov
24-021 B2575 - Veterans Memorial Highway at Buckner Road Traffic Signal Installation	Cobb County	Cobb County	617,834.46	0	6/1/2025	Jesse Jenkins 404-931-8012 jesse.jenkins@cobbcounty.gov

**make copies as required*

BIDDER'S QUALIFICATIONS

00 45 13-10

SCHEDULE C1

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
Tim Clark	OSP Director	8/1/2023	5/1/2005	Lumin8 Transportation Technologies (2017 – 2023) Managed multiple GDOT ITS projects including I-85 Phase 2 & 3 Widening, I-20 ITS, and Gwinnett County RSU Project. World Fiber Technologies (2010 – 2015) Oversaw FDOT District 3 I-10 ITS Design-Build, managing 240+ miles of ITS devices, traffic control, and up to 50 personnel. Managed Palm Beach County ATMS Group 3 Project (61 miles of fiber, aerial and underground). Led Columbia County, GA Broadband Fiber Optic Installation (100+ miles). Acted as Project Superintendent for GDOT I-85 HOT Lane Conversion (fiber optic, overhead structures, wireless radio system). Earlier Roles (1999 – 2010) Black Box, Fiber Tech, Southern Pipeline, and Fiber Net projects involving fiber optic cabling, broadband, and infrastructure installations across multiple states.
Shane Olds	Signal Tech III	9/1/2024	10/1/2010	Certifications & Achievements IMSA Level Two Field Technician Certified (2021), Work Zone Safety, Temporary Traffic Control Zone Supervisor OSHA 10 Certified, GSWCC Level IA Certified, Eagle Scout New Mexico DOT (2022–Present) – Engineering Technician 2 Gwinnett County Traffic Signal (2022) American Lighting & Signalization (2020–2021) DeKalb County Government (2007–2014)
Thad Edge	Master Electrician	10/1/2024	1/1/2012	Licenses & Credentials: NASCLA Accredited General Contractor Licensed Non-Restricted Class II Master Electrician 31 years of industrial, commercial, and residential electrical experience. PowerComm USA (2019 – Present) – Master Electrician & Superintendent Facility Solutions Group (2013 – 2019) Liberty Electric (2006 – 2013)

**make copies as required*



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 10, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 18149

NGT Group LLC
5665 Shirlee Industrial way N
Alpharetta, GA 30004

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$59,000,000.00

CERTIFICATE EXPIRES: September 30, 2026

PRIMARY WORK CLASS/CODE: 935

SECONDARY WORK CLASS(ES)/CODE(S): 150, 636, 647, 664, 680 and 940

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA



Shane L. Olds

is hereby certified as a

IMSA Traffic Signal Senior Field Technician III

by completing all requirements and examination for certification
on 5/13/2025

Valid thru 5/13/2028
Certification #CE_30330

Catherine A. Wasner
Catherine Wasner - Executive Director

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

State of Georgia

County of Forsyth

I, Muzaffar Badalov, being first duly sworn, depose say that:

(1) I am the (owner, partner, officer, representative, or agent) of NGT Group LLC the Bidder that has submitted the attached Bid;

(2) I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Peachtree GA or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]
Signature

COO 7/25/2025
Title Date

Subscribed and sworn before me
on this the 25 day of July, 2025

[Signature]
Notary Public

My Commission Expires:
January 8, 2027



END OF SECTION

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Peachtree City has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2024545

11/17/2022

Federal Work Authorization User Identification Number

Date of Authorization

NGT Group LLC

Company Name / Contractor Name

SR 54 @ Huddleston Dual Left Improvements

Name of Project

City of Peachtree Cit GA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July, 25, 2025 in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

Muzaffar Badalov COO

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me

on this the 25 day of July, 2025

Isis Elias Ajpop

Notary Public

My Commission Expires: January 8, 2027

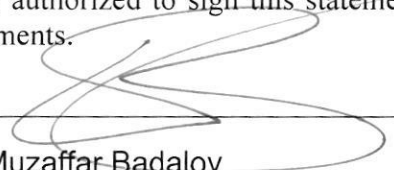


DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - A. The dangers of drug abuse in the work place;
 - B. The vendor's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Peachtree City City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4)(A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
 - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature:  Date: 7/25/2025

Print Name: Muzaffar Badalov

Company: NGT Group LLC

END OF SECTION

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Kelly Bush, Financial & Administrative Services Director 08/14/2025
Yasmin Julio, City Clerk/ Director of Executive Services 08/14/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 07-24-06 Resolution #08212025-OA-A to Adopt FY2026 Operating Budget & CIP

Recommendation:

Approve the Resolution to adopt the Fiscal Year 2025-2026 Operating Budget and Capital Improvement Plan.

Discussion:

Council held a budget priorities discussion on April 3, 2025, Council held a work session meeting on June 5, 2025 to review the Manager's proposed budget, and held the required public hearing on July 10, 2025, for the Proposed FY2026 Budget, and may now take action to adopt the annual operating budget and Capital Improvement Plan (CIP). Attached is the budget resolution and all supporting documents, which are consistent with the figures presented at the public hearing. A copy of the proposed budget was published online on May 31, 2025 and a hard copy was made available in City Hall for public review. Updated versions of these were also published when proposed changes were made in July.

Budget Impact:

Adoption of the resolution will authorize all appropriations for the FY 2025-2026 Budget and Capital Improvement Plan identified in the supporting schedules. Implementation of the budget will occur as of October 1, 2025.

Attachments:

1. Budget Resolution 08212025-OA-A

BUDGET RESOLUTION #08212025-OA-A

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2026 FOR EACH FUND OF PEACHTREE CITY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, a proposed budget for each of the various funds of the City has been presented to the City Council and

WHEREAS, appropriate advertised public hearing have been held on the FY 2026 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and

WHEREAS, the City Council has reviewed the proposed budget and has made certain amendments to funding sources and appropriations; and

WHEREAS, the budget for each fund includes appropriations for Fiscal Year 2026, incorporates certain levies, assessments, fees and charges to finance these expenditures and fits the anticipated funding sources; and

WHEREAS, each of the funds has a balanced budget, such that anticipated funding sources equal proposed expenditures; and

WHEREAS, there are adequate funds available in cash reserves to cover any unanticipated revenue shortfall;

NOW, THEREFORE, BE IT RESOLVED that this budget, a summary of which is hereto attached, is hereby adopted specifying the anticipated funding sources for each fund and making appropriations for proposed expenditures to the Divisions named in each fund.

SO RESOLVED, in open session assembled pursuant to law. This ____ day of _____, 2025.

Kim Learnard, Mayor

Laura Johnson, Post 1

Suzanne Brown, Post 2

Clinton Holland, Mayor Pro Tem

ATTEST: _____
Yasmin Julio, City Clerk

General Fund FY 2026 Budget Summary

Sources of Funds:

Estimated Revenues

Taxes	\$48,084,290
Licenses & Permits	\$1,568,453
Intergovernmental (Grants)	\$810,764
Charges for Services	\$3,954,167
Fines & Forfeitures	\$1,583,286
Investment Income	\$1,500,000
Contributions & Donations	\$3,000
Miscellaneous	\$101,718

Total Estimated Revenues: \$57,605,678

Other Sources (H/M Taxes, Sale of FA) \$800,702

Surplus Carryover: \$0

Total Sources of Funds: \$58,406,380

Uses of Funds:

Appropriations

Departmental Operating Expenses

City Manager/Economic Development	\$1,106,654
Executive Services	\$1,172,528
Financial & Administrative Services	\$5,125,853
Human Resources	\$989,009
Public Safety	\$26,867,061
Public Works	\$7,468,703
Engineering Services	\$2,255,081
Recreation & Special Events	\$6,014,911
Library Administration	\$1,364,655
Planning & Development	\$1,900,898
Total Departmental Appropriations:	\$54,265,353

Salary Vacancy/ Other Savings -\$813,980

General Administration

Not-for-Profit Organizations	\$25,000
General Liability Insurance	\$170,000
CVB Labor Expense (reimbursed)	\$425,193
Miscellaneous Legal Fees/Claims	\$230,612
Unemployment & Other Expenses	\$20,000
Administrative/Technical Contingencies	\$83,860
Total General Administration:	\$954,665

Transfers to Other Funds/Authorities

Transfer to CIP	\$1,150,147
Transfer to Debt Service	\$2,850,195
Transfer to KPTCB	\$0
Total Transfers:	\$4,000,342

Total Uses of Funds \$58,406,380

City of Peachtree City
General Fund
Sources of Funds

Account Title	FY25-26 Management Proposed
PROPERTY TAX - CURRENT YEAR	24,162,181.00
PROPERTY TAX - PRIOR YEARS	81,878.00
MOTOR VEHICLE TAX	69,218.00
MOTOR VEHICLE TAVT TAX	1,933,428.00
RAILROAD TAX	3,929.00
REAL ESTATE TRANSFER TAX	130,274.00
INTANGIBLE TAX	165,000.00
FRANCHISE TAX - GEORGIA POWER	1,427,484.00
FRANCHISE TAX - COWETA FAYETTE EMC	1,148,378.00
FRANCHISE TAX - ATLANTA GAS & LIGHT	471,772.00
FRANCHISE TAX - COMCAST CABLE	326,654.00
FRANCHISE TAX - AT&T	76,156.00
FRANCHISE TAX - NULINK/W.O.W.	3,570.00
FRANCHISE TAX - COMMUNICATIONS	500.00
LOCAL OPTION SALES TAX	12,912,335.00
ALCOHOLIC BEVERAGE EXCISE TAX	706,535.00
MIXED DRINK TAX	302,680.00
BUSINESS & OCCUPATIONAL TAXES	416,087.00
PAWN SHOP ANNUAL LICENSE	2,000.00
REGULATORY FEE	5,750.00
INSURANCE PREMIUM TAX	3,650,017.00
FINANCIAL INSTITUTIONS TAX	76,103.00
PROPERTY TAX PENALTIES - CURRENT YR	5,000.00
PROPERTY TAX PENALTIES - PRIOR YR	7,361.00
	48,084,290.00
FILM PERMITS	0.00
SOIL EROSION PERMITS	2,500.00
LAND DISTURBANCE FEES	10,992.00
ALCOHOLIC BEVERAGES LICENSE	416,109.00
RESIDENTIAL GOLF CART REGISTRATION	180,411.00
NON-RESIDENTIAL GOLF CART REGISTRATION	131,332.00
GOLF CART ADMIN FEES-LATE & DECAL ONLY	1,370.00
GOLF CART TRANSFER FEES	3,702.00
GOLF CART ANNUAL RENTAL FEES-NOT GASB87	3,137.00
PAWN SHOP EMPLOYEE PERMITS	100.00
BLASTING PERMITS	100.00
MISCELLANEOUS FIRE PERMITS	3,600.00

CERTIFICATE OF COMPLIANCE FIRE	15,000.00
BUILDING PERMITS	691,000.00
CERTIFICATE OF OCCUPANCY NEW	5,000.00
CERTIFICATE OF COMPLETION	200.00
PLUMBING PERMITS	5,900.00
ELECTRICAL PERMITS	19,000.00
MECHANICAL/HVAC PERMITS - COMMERCIAL	50,000.00
REINSPECTION FEE	550.00
ZONING & LAND USE PERMITS	15,690.00
SIGN PERMITS	12,500.00
TEMPORARY USE PERMITS	260.00
	1,568,453.00
AMERICAN RESCUE PLAN (ARP) ACT of 2021	0.00
STATE OPERATING GRANT - GEMA	0.00
FEDERAL OPERATING GRANT - DOJ	0.00
F.C.B.O.E. REIMB.RESOURCE OFF.	786,292.00
GDPH - TRAUMA GRANT	4,472.00
COUNTY OPERATING GRANT - REC	0.00
GMA GRANTS	20,000.00
	810,764.00
INTEREST REVENUES	1,500,000.00
GASB87 LEASE INTEREST EARNED	0.00
	1,500,000.00
RENTAL - RIGHT OF WAY	918.00
GASB-87 LEASE REVENUE	0.00
SURPLUS CARRYOVER	0.00
FACILITY RENTAL - TENNIS CENTER	4,800.00
FACILITY RENTAL - RECREATION	34,000.00
FACILITY RENTAL - KEDRON	12,000.00
OTHER REVENUE	35,000.00
OTHER REVENUE - INSURANCE REIMB.	15,000.00
EMPLOYEE VEHICLE REIMBURSEMENT	0.00
	101,718.00
OPERATING TRANSFER FROM FUND 230	0.00
OPERATING TRFR FROM FUND 275	790,702.00
OPERATING TRFR FROM FUND 329	0.00
OPERATING TRANSFER FROM PFA FUND 380	0.00
SALE OF FIXED ASSET	10,000.00
	800,702.00

TOWER LEASE	134,362.00
WASA REIMBURSEMENTS	0.00
DEVELOPMENT AUTH REIMBURSEMENTS	0.00
SALE OF MAPS	0.00
TRAINING REIMBURSEMENT REVENUE	3,500.00
PLAN REVIEW FEE - FIRE NEW CONSTR	25,274.00
FIRE SPRINKLER PLAN REVIEW	6,600.00
SITE FOLLOW UP - FIRE	0.00
AMBULANCE FEES -EMS MC COLLECTIONS	0.00
AMBULANCE FEES - AMB	0.00
AMBULANCE FEES - EMS MC	980,276.00
NONEMERGENCY LIFT ASSISTANCE	8,000.00
SALE OF RECYCLED MATERIALS	9,678.00
SALE OF MERCHANDISE - HOMETOWN HOLIDAY	0.00
EVENTS	10,278.00
PROGRAM FEES-RECREATION	104,000.00
RECREATION PROG FEES-COMMUNITY GARDEN	0.00
PROGRAM FEES - POOL-GLENLOCH	37,050.00
PROGRAM FEES - ATHLETIC TOURNAMENTS	12,000.00
FACIL MAINT FEES - ATHL ASSOC	172,000.00
SPONSORS	1,500.00
SPONSORS-FATHER DAUGHTER DANCE	0.00
SPONSORS-SUNSET SOUNDS CONCERT SERIES	0.00
SPONSORS-BACK TO SCHOOL BASH	0.00
PROGRAM FEES - KEDRON	250,000.00
PROGRAM FEES - KEDRON POOL FEES/PASSES	95,000.00
PROGRAM FEES - KEDRON OPEN GYM	30,000.00
PROGRAM FEES - KEDRON SWIM LESSONS	22,000.00
PROGRAM FEES - KEDRON SWIM TEAMS	56,000.00
FACIL MAINT FEES - ATHL ASSOC	0.00
TOURNAMENT FEES - RSF	20,000.00
PROGRAM FEES - RACKET SPORTS	977,786.00
MEMBERSHIPS	190,000.00
COURT RESERVATIONS	60,000.00
OTHER CHARGES SERVICES - RSF	23,000.00
RACKET CENTER PRO SHOP SALES	15,000.00
BUILDING PLAN REVIEW FEE	200,000.00
BUILDING PLAN RESUBMITTAL FEE	1,500.00
PLAN REVIEW FEE - VARIOUS	1,000.00
PLAN REVIEW FEE RESUBMITTAL	3,600.00
PLAN REVIEW FEE - FINAL SITE PLAN	15,000.00
PLAN REVIEW FEE - CONCEPTUAL SITE PLAN	3,500.00
PLAT REVIEW FEES - SUBDIVISION	4,280.00
APPLICATION FEES	8,000.00

OTHER CHARGES FOR SERVICES	22,000.00
CVB REIMBURSEMENTS	451,983.00
	3,954,167.00
MUNICIPAL COURT FEES	69,340.00
MUNICIPAL COURT ADMIN FEES	111,946.00
MUNICIPAL COURT RESTITUTION	2,000.00
PRE-TRIAL INTERVENTION	75,000.00
MUNICIPAL COURT FINES	1,300,000.00
SECURITY FORFEITURES	0.00
LIBRARY FINES	25,000.00
	1,583,286.00
DONATIONS	3,000.00
	3,000.00
	58,406,380.00

**City of Peachtree City
General Fund
Uses of Funds**

	FY25-26
DEPARTMENT OPERATING BUDGETS	Management
	Proposed
CITY MANAGER	867,800
ECONOMIC DEVELOPMENT	238,854
<i>TOTAL CITY MANAGERS OFFICES</i>	1,106,654
MAYOR & CITY COUNCIL	269,733
PUBLIC COMMUNICATIONS	370,840
CITY CLERK	531,955
<i>TOTAL EXECUTIVE SERVICES</i>	1,172,528
FINANCE DEPARTMENT	1,199,293
PURCHASING DEPARTMENT	159,957
INFORMATION TECHNOLOGY	2,423,997
G.I.S. DEPARTMENT	520,604
MUNICIPAL COURT	822,002
<i>TOTAL FINANCIAL & ADMIN SERVICES</i>	5,125,853
HUMAN RESOURCES	989,009
<i>TOTAL HUMAN RESOURCES</i>	989,009
ENGINEERING	748,340
BUILDING MAINTENANCE	1,506,741
<i>TOTAL ENGINEERING SERVICES</i>	2,255,081
POLICE DEPARTMENT	12,866,610
FIRE DEPARTMENT	13,367,680
EMERGENCY MEDICAL SERVICES	632,771
<i>TOTAL PUBLIC SAFETY</i>	26,867,061
PUBLIC WORKS	5,343,226
GROUND MAINTENANCE	2,125,477
<i>TOTAL PUBLIC WORKS</i>	7,468,703
CULTURE / RECREATION	3,220,627
KEDRON AQUATIC CENTER / FIELDHOUSE	1,183,078
RACQUET CENTER	1,422,542
SENIOR SERVICES FACILITIES	188,664
<i>TOTAL RECREATION & SPECIAL EVENTS</i>	6,014,911

LIBRARY ADMINISTRATION	1,364,655
<i>TOTAL LIBRARY ADMINISTRATION</i>	1,364,655
PROTECTIVE INSPECTION ADM	767,510
PLANNING DEPARTMENT	446,082
CODE ENFORCEMENT	687,306
<i>TOTAL PLANNING & DEVELOPMENT</i>	1,900,898
TOTAL DEPARTMENT BUDGETS	54,265,353

GENERAL ADMINISTRATION BUDGET

LIABILITY INSURANCE	170,000
UNEMPLOYMENT INSURANCE	20,000
VEHICLE REPAIR & MAINTENANCE	0
PAYMENT TO NON-PROFIT ORGANIZATIONS	25,000
TOURISM	425,193
LITIGATION SERVICES	230,612
CONTINGENCY- INFORMATION SYSTE	0
CONTINGENCY - FACILITIES MAINTENANCE	0
CONTINGENCY - GEN'L ADMIN.	83,860
TOTAL GENERAL ADMINISTRATION	954,665

OPERATING TRANSFERS

PAYMENT TO KPTCB - RECYCLING	0
PAYMENT TO AIRPORT AUTHORITY	0
OPERATING TRFR TO CIP FUNDS	1,150,147
OPERATING TRFR TO FUND 400	2,850,195
TOTAL INTERFUND TRANSFERS	4,000,342

59,220,360

DEPARTMENTAL SAVINGS	(813,980)
	58,406,380

**Stormwater Utility Fund
Operating & Capital Budget
Fiscal Year 2026**

Revenues			
Fund 521	Description		Amount
	Charges for Services	\$	2,669,714
	Investment Income		75,000
	Miscellaneous Revenue		-
	Total Stormwater Revenues:		\$ 2,744,714
Appropriations			
Fund 521	Description		Amount
	Personnel Services & Benefits	\$	716,101
	Purchased/Contracted Services		752,740
	Supplies		171,957
	Contingency		-
	<u>Capital Outlay</u>		
	Vehicles & Equipment		-
	Infrastructure - Renewal & Extension		600,000
	Depreciation & Amortization		
	Other Costs (Bad Debt Expense)		30,000
	Debt Service		653,000
	Other Financing Uses		-
	Total Stormwater Appropriations:		\$ 2,923,798
			\$ (179,084)

**City of Peachtree City
Stormwater Utility Fund
Sources Uses of Cash for Bond Coverage
Fiscal Year 2026**

	FY 2026 Proposed Budget
Sources of Operating Cash:	
Stormwater Billings	2,716,000
Bad Debt Expense	(30,000)
Stormwater Credits	(78,636)
Miscellaneous Revenue	32,350
Interest Earnings (1)	75,000
Sources of Cash	<u><u>2,714,714</u></u>
Use of Operating Cash	
Salaries and Benefits	716,101
Other - Operating	924,697
Debt Service (2)	653,000
	<u><u>2,293,798</u></u>
Net Increase (Decrease) in Cash before Capital Items	420,916
Infrastructure - Use of R&E	600,000
Other Capital Items (3)	-
Net Increase (Decrease) in Cash after non-R&E Capital Items (Available for Renewal & Extension)	<u><u>\$ (179,084)</u></u>
Net Revenue Available for Debt Service	\$ 1,073,916
FY2025/2026 Debt Service Payments	653,000
Bond D/S Coverage (4)	1.64

(1) Only includes interest earnings on operations, not on bond proceeds investments.

(2) Cash Basis

(3) Only includes those items not reimbursed by bond proceeds or renewal and extension funds.

(4) There are no bond covenants requiring a minimum debt service coverage ratio
For good management practice, we strive to maintain a minimum coverage of 1.1 (110%)

**Amphitheater Fund
Operating and Capital Budget
Fiscal Year 2026**

Revenues:

Charges For Services	\$ 1,378,500
Sponsorships	351,625
Miscellaneous Revenue	2,000
Transfer from HM Tax Fund (TPD)	75,000
Surplus Carryover (increase or use of reserves)	159,179

Total Revenues:	\$	1,966,304
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Expenses:

Personnel Services and Employee Benefits	\$ 33,562
Purchased / Contracted Services	467,209
Supplies	65,042
Program Expenses	1,190,491
Capital Outlay/Contingency	210,000
Contingency	-

Total Expenses:	\$	1,966,304
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**City of Peachtree City
Special Revenue Funds**

**FY 2026
Proposed
Budget**

Hotel/Motel Tax Fund - 275

Beginning Cash/Fund Balance	
Revenues - Hotel/Motel Taxes	\$ 2,108,539
Operating Transfers Out:	
Peachtree City Convention & Visitors	(922,486)
City General Fund	(790,702)
TPD Fund	(395,351)
Amphitheater (TPD)	-
Ending Cash/Fund Balance	\$ -

Hotel/Motel TPD Fund - 276

Beginning Cash/Fund Balance	
Revenues	-
Operating Transfer In:	395,351
Expenditures	(320,351)
Operating Transfers Out:	
Amphitheater (TPD)	(75,000)
Ending Cash/Fund Balance	\$ -

Neighborhood Parks Fund - 200

Beginning Cash/Fund Balance	\$ -
Revenues	-
Expenditures	-
Ending Cash/Fund Balance	\$ -

D.A.R.E. Program Fund - 202

Beginning Cash/Fund Balance	\$ -
Revenues	-
Expenditures	-
Ending Cash/Fund Balance	\$ -

State Seizure Fund - 203

Beginning Cash/Fund Balance	\$ -
Revenues	-

**City of Peachtree City
Special Revenue Funds**

**FY 2026
Proposed
Budget**

Expenditures	-
Ending Cash/Fund Balance	\$ -

HAZMAT Fund - 204

Beginning Cash/Fund Balance	\$ -
Revenues	-
Expenditures	-
Ending Cash/Fund Balance	\$ -

Police Department Tuition Fund - 206

Beginning Cash/Fund Balance	\$ -
Revenues	-
Expenditures	-
Ending Cash/Fund Balance	\$ -

Youth Council Fund - 207

Beginning Cash/Fund Balance	\$ -
Revenues	-
Expenditures	-
Ending Cash/Fund Balance	\$ -

**City of Peachtree City
Special Revenue Funds**

**FY 2026
Proposed
Budget**

Public Safety Grants - 208

Beginning Cash/Fund Balance	\$	-
Revenues		-
Expenditures		-
Ending Cash/Fund Balance	\$	-

Police CERT Grants/CERT Donations Fund - 209

Beginning Cash/Fund Balance	\$	-
Revenues		-
Expenditures		-
Ending Cash/Fund Balance	\$	-

Police Grants/Donations Fund - 210

Beginning Cash/Fund Balance	\$	-
Revenues		-
Expenditures		-
Ending Cash/Fund Balance	\$	-

Explorer Troop Fund - 211

Beginning Cash/Fund Balance		
Revenues		
Expenditures		
Ending Cash/Fund Balance	\$	-

Federal Seizure Fund - 212

Beginning Cash/Fund Balance		
Revenues		
Expenditures		
Ending Cash/Fund Balance	\$	-

Tree Fund - 215

Beginning Cash/Fund Balance	\$	-
Revenues		-
Expenditures		-

**City of Peachtree City
Special Revenue Funds**

**FY 2026
Proposed
Budget**

Ending Cash/Fund Balance	\$ -
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ARP Fund - 230

Beginning Cash/Fund Balance	\$ -
Revenues	-
Expenditures	-
Ending Cash/Fund Balance	\$ -

Keep Peachtree City Beautiful Fund

Beginning Cash/Fund Balance	\$ -
Revenues	136,992
Expenditures	-
Operating/Equity Transfers Out	(136,992)
Ending Cash/Fund Balance	\$ -

**Debt Service Funds
FY 2026 Budget Summary**

	Fund 400 G/F Supported
<i>Revenues:</i>	
Surplus Carryover	\$0
Transfer from General Fund	<u>\$2,850,195</u>
Total Revenues	<u>\$2,850,195</u>
 <i>Appropriations:</i>	
General Obligation Bond Expenses	\$0
Facilities Authority Bonds	\$376,766
Equipment Lease-Purchase Loans	<u>\$2,473,429</u>
Total Appropriations	<u>\$2,850,195</u>

**PEACHTREE CITY
GENERAL LONG-TERM DEBT
PRINCIPAL AND INTEREST DUE
As of September 30**

Fiscal Year	Facilities Authority Bonds Totals			Leases Totals			Grand Totals		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2026	346,142.69	30,623.47	376,766.16	2,231,382.73	242,046.53	2,473,429.26	2,577,525.42	272,670.00	2,850,195.42
2027	351,174.07	25,592.09	376,766.16	2,518,058.31	273,152.21	2,791,210.52	2,869,232.38	298,744.30	3,167,976.68
2028	356,278.58	20,487.56	376,766.14	2,306,236.28	208,041.29	2,514,277.57	2,662,514.86	228,528.85	2,891,043.71
2029	361,457.30	15,308.86	376,766.16	1,813,869.95	154,733.91	1,968,603.86	2,175,327.25	170,042.77	2,345,370.02
2030	366,711.28	10,054.87	376,766.15	1,852,216.32	114,305.89	1,966,522.21	2,218,927.60	124,360.76	2,343,288.36
	1,781,763.92	102,066.85	1,883,830.77	10,721,763.59	992,279.83	11,714,043.42	12,503,527.51	1,094,346.68	13,597,874.19
2031	372,041.64	4,724.52	376,766.16	628,098.00	10,529.00	638,627.00	1,000,139.64	15,253.52	1,015,393.16
2032	93,852.33	339.21	94,191.54	-	-	-	93,852.33	339.21	94,191.54
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
	465,893.97	5,063.73	470,957.70	628,098.00	10,529.00	638,627.00	1,093,991.97	15,592.73	1,109,584.70
Misc. *	-	-	-				-	-	-
Total	2,247,657.89	107,130.58	2,354,788.47	11,349,861.59	1,002,808.83	12,352,670.42	13,597,519.48	1,109,939.41	14,707,458.89
				13,597,519.48	1,109,939.41	14,707,458.89	13,597,519.48	1,109,939.41	14,707,458.89
							13,597,519.48		
							Ties with Debt Service Schedule for Bonds, Notes, & Leases		
							-		

**Capital Improvement Program Fund
FY 2026 Budget Summary**

Revenues:

Transfer from General Fund	\$1,150,147
Equipment/Lease-Purchase Loans	\$2,955,900
LMIG Grant	\$500,000
Flint River Library Grant	\$237,153
Tourism Product Development	\$63,200

Total Revenues:	\$4,906,400
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Appropriations:

Public Works/Grounds	\$1,222,900
Recreation	\$251,200
Police	\$962,000
Fire/EMS	\$570,300
Library	\$550,000
Administration	\$900,000
Facilities Maintenance	\$450,000

Total Appropriations:	\$4,906,400
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CAPITAL DETAIL FY2026

		Oper Trans to CIP	Capital Equip Loan Proceeds	Facilities Maintenance	Grant Funding	TPD
Recreation	Financed Equipment					
	John Deer 5060e Tractor		\$ 40,000			
	Zero Turn Mowers (2 @ \$14,000)		\$ 28,000			
	F150 Admin Vehicle		\$ 65,000			
	F150 PU Truck Replace (5003)		\$ 55,000			
		\$ -	\$ 188,000			
	Capital Projects					
	Kedron Aquatic Center Carpet Replacement			\$ 26,000		
	Kedron Aquatic Center Interior Door Replacement			\$ 13,500		
	Kedron Fieldhouse HVAC Unit RTU3			\$ 44,000		
	Meade Girl's Softball Mens & Womens Restroom Floor resurface					\$ 9,450
	Meade Lacrosse Mens & Womens Restroom Floor resurface					\$ 14,850
	PAC Soccer Concession - HVAC replacements					\$ 20,000
	PAC Upper Pinwheel Mens & Womens Restroom Floor resurface					\$ 9,450
	PAC Lower Pinwheel Mens & Womens Restroom Floor resurface					\$ 9,450
		\$ -	\$ -	\$ 83,500	\$ -	\$ 63,200
Info Tech	Financed Equipment					
	Misc. Software/Hardware Upgrades		\$ 55,000			
	HP Nimble Storage Replacements		\$ 225,000			
	Cisco Switch Replacements (Core Infrastructure)		\$ 225,000			
	Data Center UPS Replacements		\$ 85,000			
	PC Replacements		\$ 245,000			
	Backup Storage Device Replacment		\$ 65,000			
		\$ -	\$ 900,000	\$ -	\$ -	\$ -
Police	Financed Equipment					
	Patrol Vehicles (10 @ \$85,000)		\$ 850,000			
	Finger Print Machines (2 @ \$20,000)		\$ 40,000			
	PD Evidence Storage (cell phone info)		\$ 72,000			
		\$ -	\$ 962,000	\$ -	\$ -	\$ -
Fire	Financed Equipment					
	Replace Staff Vehicle (22026) 2015 Interceptor (Glennie)		\$ 60,000			
	Replace Staff Vehicle (22025) 2015 Interceptor (Winkles)		\$ 60,000			
	New cardiac monitor		\$ 63,000			
		\$ -	\$ 183,000	\$ -	\$ -	\$ -
	Capital Projects					
	Station 84 HVAC			\$ 45,000		
	Station 81 Renovation					
	Training Tower	\$ 387,300				
		\$ 387,300	\$ -	\$ 45,000	\$ -	\$ -
Grounds	Financed Equipment					
	Hustler Zero-Turn Mower Repl. (2 @ \$15,350)		30700			
	F-250 Gas Eng. Repl. 5060		70000			
		\$ -	\$ 100,700	\$ -	\$ -	\$ -
	Capital Projects					
	Street Resurfacing LMIG				\$ 500,000	
		\$ -	\$ -	\$ -	\$ 500,000	\$ -
	Financed Equipment					
	Wood Chipper-Vermeer - Repl. 3400		\$ 40,000			
	Water Truck (2000 Gal)		\$ 175,800			
Public Works	Drop-in Salt/Sand Spreader for Dump Truck (2 @ 35,000)		\$ 70,000			
	Snow Plow for Dump Truck (2 @ \$25,000)		\$ 50,000			
	HD & MD Wheel Balancer with Road Force Variation		\$ 26,400			
	Boom/Bucket Truck Repl - 3040		\$ 260,000			
		\$ -	\$ 622,200			
	Capital Projects					
	Satellite Autoshop HVAC			\$ 19,000		
		\$ -	\$ -	\$ 19,000	\$ -	\$ -
Building Maint	Capital Projects					
	Citywide Facilities Maintenance	\$ 450,000				
	Lighting Upgrades - Public Works Bay Areas			\$ 55,000	\$ -	
	Building Improvements (Police/Fire Admin)					
	Rinnai Replacements - Various			\$ 35,000		
		\$ 450,000	\$ -	\$ 90,000	\$ -	\$ -
Library Admin	Capital Projects					
	Painting - Inside Library			\$ 88,000		
	HVAV Replacement - Library	\$ 312,847			\$ 237,153	
		\$ 312,847		\$ 88,000	\$ 237,153	\$ -
	Totals	\$ 1,150,147	\$ 2,955,900	\$ 325,500	\$ 737,153	\$ 63,200
Totals	Operating Transfer to CIP	\$ 1,150,147				
	Loan Proceeds (Equipment)	\$ 2,955,900				
	LMIG Grant	\$ 500,000				
	Flint River Library Grant	\$ 237,153				
	TPD	\$ 63,200				
		\$ 4,906,400				

**City of Peachtree City
Hotel/Motel Tax Fund Budget
FY 2026**

		FY 2025 Current Budget	FY 2025 Projected	%	FY 2026 Proposed
Estimated Revenue:					
Hotel/Motel Taxes	6.5%	\$1,713,188	\$1,713,188	0%	\$1,713,188
H/M Tax (TPD)	1.5%	\$395,351	\$395,351	0%	\$395,351
	8.0%	<u>\$2,108,539</u>	<u>\$2,108,539</u>		<u>\$2,108,539</u>
Operating Transfers Out:					
Convention & Visitors Bureau	3.5%	\$922,486	\$922,486		\$922,486
City General Fund: 3%	3.0%	\$790,702	\$790,702		\$790,702
* City TPD Fund - 1.5%	1.5%	\$320,351	\$320,351		\$320,351
* Amphitheater Fund (TPD)		\$75,000	\$75,000		\$75,000
Total:	8.0%	<u>\$2,108,539</u>	<u>\$2,108,539</u>		<u>\$2,108,539</u>

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM:

Harold Layton	08/14/2025
Clint Murphy, Fire Chief	08/15/2025
Yasmin Julio, City Clerk/ Director of Executive Services	08/15/2025
Janet Moon, Police Chief	08/15/2025
Shayla Reed, Planning Director	08/15/2025
Kelly Bush, Financial & Administrative Services Director	08/15/2025
Chris Hobby, Assistant City Manager	08/15/2025
Justin Strickland, City Manager	08/15/2025

DATE: August 21, 2025

SUBJECT: 04-02-05 FY2026 Fee Schedule

Recommendation:

Approve the Fee Schedule for Fiscal Year 2025-2026.

Discussion:

As part of the budget process, staff reviews the fee schedule to determine if any changes are needed.

With the termination of the recreation agreement with Fayette County, recreation fees would change from "In-County" and "Out-of-County" to "Resident" and "Non-Resident".

The Fire Department is requesting to add a fee for Public Fireworks Displays as State Law has changed to require permits from the local fire authority. (GA Code § 25-10-4)

The Police Department is requesting to add an Impound Storage Fee for vehicles that must be stored on PD property in certain cases. The fee would be \$15 a day for storage, which is the same cost as Parker Wrecker (the contracted wrecker / storage service). This is to motivate insurance companies to recover their vehicles in a timely manner and help preserve available space in the PD lot.

The City Clerk's office is requesting to update the Tasting Permit Fee to include distilled spirits. It will be re-categorized as an overarching Tasting permit which will include Wine, Beer or Distilled Spirit based on the primary alcohol license. This will also be

reflected in the update to the Alcohol ordinance. The fee is to remain the same.

The Planning and Zoning department is requesting the addition of a Noise Disturbance Permit fee. The amount of this permit is \$30. This complies with the current city code Sec. 42-306. - Disturbance permits (a)Any person who wishes to obtain an exemption from any provision of this article may apply in writing to the administrator or his or her designee for a disturbance permit. The application shall be accompanied by a fee as adopted and amended time to time by the city council, and such information and data as the administrator may require, including but not limited to reports and documents showing noise levels customarily generated by the proposed activity and proposed means for controlling such noise.

Budget Impact:

Additional revenue from new fees and increased fees for Non-Residents regarding recreation.

Attachments:

1. FY26 DRAFT - Fee Schedule

Adopted Fee Schedule: **City Hall**

FEE TYPE	FEE AMOUNT	APPROVAL/REVIEW
ELECTION - Candidate Qualifying Fee	3% previous yr salary	State Elections Law
GOLF CART Registration/decal	\$15/year	10/1/2019
GOLF CART Transfer	\$15	10/1/2019
GOLF CART Non Resident Path User Fee	\$235/yr + \$15 registration	11/18/2021
ALCOHOL LICENSE Application – New (Package, Consumption, Manufacturing)	\$200	10/1/2019
ALCOHOL LICENSE Application – Change (Package, Consumption, Manufacturing)	\$150	10/1/2019
ALCOHOL LICENSE Application – Wholesale Distributor (LICENSE FEE BASED ON OCC TAX)	\$200	10/1/2019
ALCOHOL LICENSE Malt Beverage (Package, Consumption, Manufacturing)	\$775 / 50% off after July 1st	10/1/2024
ALCOHOL LICENSE Wine (Package, Consumption, Manufacturing)	\$575 / 50% off after July 1st	10/1/2024
ALCOHOL LICENSE Distilled Spirits (Package, Consumption, Manufacturing)	\$5,000 / 50% off after July 1st	10/1/2024
ALCOHOL LICENSE Package Store / Holidays	\$650	10/1/2019
ALCOHOL LICENSE Sunday Sales (Consumption)	\$500 / 50% off after July 1st	10/1/2024
ALCOHOL LICENSE Additional Bar	20% of primary license	10/1/2019
ALCOHOL LICENSE Qualifying Location	\$ 150 per year	10/1/2019
ALCOHOL LICENSE Special Event Permit	\$50/day served (waived if non-profit) or 5% of annual if sold at government facilities <5 days	10/1/2019
ALCOHOL LICENSE Tasting Permit (one-time, as long as package license remains current)	\$150 one-time	10/1/2019
ALCOHOL LICENSE Broker	\$200.00	6/20/2024
REGULATORY FEE - Massage establishments	\$250 first-time, \$200 annual renewal	9/15/2022
OCCUPATIONAL TAX Administrative fee (all applicants, including tax exempt)	\$20.00	10/1/2019
OCCUPATIONAL TAX Tax rate	\$19.00 per employee	10/1/2019
OCCUPATIONAL TAX Minimum Fee / Maximum	\$107/ \$6,176	10/1/2019
OCCUPATIONAL TAX Late Penalty after April 30	10% of tax	State law
OCCUPATIONAL TAX Insurers (separate fee schedule)	\$100	Ordinance 74-92, State law based on population
OPEN RECORDS b&w copies (up to 11"x14") (includes staff time copying)	\$0.10/ page	State law (2012)
OPEN RECORDS color copies (up to 11"x14") (includes staff time copying)	\$0.25/ page	10/1/2024
OPEN RECORDS copies 11x17	\$0.25/page	10/1/2019
OPEN RECORDS oversized copies	cost to send out	10/1/2019
OPEN RECORDS - CD or DVD	\$1.00	10/1/2019

Adopted Fee Schedule: **City Hall**

FEE TYPE	FEE AMOUNT	APPROVAL/REVIEW
Staff time (search, retrieval, admin costs) – First 15 minutes FREE; hrly rate of lowest paid emp capable of work	varies	State law
Maps	\$4	10/1/2024
Notary/Witness Fees (after 1 st page of notary/witness signatures)	\$2 per signature	Per GCCCSA
TAXES		
FRANCHISE Electric	4%	Agreement
FRANCHISE Cable	5%	Ordinance
FRANCHISE Phone	3%	Ordinance (74-2)
FRANCHISE Natural Gas	(Formula)	Ordinance (82-39)
FRANCHISE Hotel/Motel Tax	8%	Ordinance
FRANCHISE Sanitation	\$1.00 per subscriber	Agreement
BANK TAX (depository financial institutions)	0.25% (min \$1,000)	Ordinance (74-126)
MIXED DRINK TAX (excludes beer and wine)	3%	Ordinance (6-162)
Alcohol Excise Tax: distilled spirits, max allowed (O.C.G.A. § 3-4-80); wines, max allowed (O.C.G.A. § 3-6-60); malt beverages, max allowed (O.C.G.A. § 3-5-80)		Ordinance (6-46)
Mobile Phone Tax	Maximum \$3 per month per mobile phone bill	10/1/2019
MUNICIPAL COURT Certified Disposition	\$5.00	
MUNICIPAL COURT Fines – SET BY JUDGE	See Bond Sheet	Judge sets
MUNICIPAL COURT Administrative Fee	\$15.00	10/1/2019
MUNICIPAL COURT Failure to Appear Fee	\$75.00	10/1/2019

Adopted Fee Schedule: **Planning Development**

FEE TYPE	FEE AMOUNT	APPROVED
APPLICATION Administrative variance	\$30	10/1/2019
APPLICATION Variance (single variance)	\$250	10/1/2019
APPLICATION Variance (multiple requests on same property)	\$250 + \$100 for each additional variance request	10/1/2019
APPLICATION Appeal	\$300	10/1/2019
APPLICATION Annexation - Step 1	\$300	10/1/2019
APPLICATION Annexation - Step 2	\$840 + rezoning fee	10/1/2024
APPLICATION Rezoning	\$750 + \$50/ acre	10/1/2019
APPLICATION Noise Disturbance Permit	\$30	8/21/2025
Zoning verification letter	\$60	10/1/2019
Zoning / site determination letter	\$100	10/1/2019
Street name change	\$300	10/1/2019
Special Use Permit	\$300	10/1/2019
Short Term Rental Permit	\$375 new/ \$300 renewal	10/17/2024
TELECOMMUNICATIONS Administrative review	\$250	10/1/2019
TELECOMMUNICATIONS Conditional Use Permit - Existing Facility	\$2,000	10/1/2019
TELECOMMUNICATIONS Conditional Use Permit - New Facility	\$4,500	10/1/2019
TELECOMMUNICATIONS Small Wireless Facilities	Increased per OCGA at 2.5%/year beginning January 1, 2021	OCGA 36-66C-1 et seq
SUBDIVISION FEES - Concept plat	\$330 + \$15 per dwelling unit or lot, whichever is greater	10/1/2024
SUBDIVISION FEES - Preliminary plat	\$330 + \$15 per dwelling unit or lot, whichever is greater	10/1/2024
SUBDIVISION FEES - Road Construction plans	\$330 + \$15 per dwelling unit or lot, whichever is greater	10/1/2024
SUBDIVISION FEES - Road Construction Plans 1st Resubmittal	\$400	10/1/2019
SUBDIVISION FEES - Road Construction Plans 2nd Resubmittal and any subsequent resubmittals	\$400 minimum or the amount charged by City consultant to review, whichever is greater. The actual amount charged by the City consultant, if in excess of \$400, shall have an additional sum of \$75 added for City staff time expended in such review	10/1/2019
SUBDIVISION FEES - Final plat	\$330 + \$15 per dwelling unit or lot, whichever is greater	10/1/2024
SUBDIVISION FEES - Plat amendment (after approved and filed, no new lots created)	\$100	10/1/2019

Adopted Fee Schedule: **Planning Development**

FEE TYPE	FEE AMOUNT	APPROVED
SUBDIVISION FEES - General Revisions/ resubmittals	\$150 each (\$300 each starting with 3rd submittal)	10/1/2019
SITE PLAN FEES - Conceptual site plan	\$330 + \$15 per acre and fraction thereof	10/1/2024
SITE PLAN FEES - Final site plan	\$625 + \$15 per acre and fraction thereof	10/1/2024
SITE PLAN FEES - Final site plan 1 st resubmittal	\$500	10/1/2024
SITE PLAN FEES - Final site plan 2 nd & subsequent resubmittals	\$500 minimum or the amount charged by City consultant to review, whichever is greater. The actual amount charged by the City consultant, if in excess of \$500, shall have an additional sum of \$75 added for City staff time expended in such review	10/1/2024
SITE PLAN FEES - Landscape plan	\$200	10/1/2019
SITE PLAN FEES - Site lighting plan review	\$100 + \$10 per acre or fraction thereof	10/1/2019
EROSION CONTROL - Land Disturbance Permit (LDP) Fee	\$400 + \$150 per disturbed acre and fraction thereof	10/1/2024
EROSION CONTROL - Notice of Intent - State	\$40 per acre of disturbed land or fraction thereof	10/1/2019
EROSION CONTROL - Notice of Intent - City	\$40 per acre of disturbed land or fraction thereof	10/1/2019
EROSION CONTROL - Plan review	\$400 minimum or the amount charged by City consultant to review, whichever is greater. The actual amount charged by the City consultant, if in excess of \$400, shall have an additional sum of \$75 added for City staff time expended in such review	10/1/2024
EROSION CONTROL - initial site inspection to issue LDP	\$100	10/1/2024
EROSION CONTROL - initial site visit re-inspection (if not ready the first visit)	\$165	10/1/2024
SIGN PERMITS - Sign	\$120 + \$60 for each additional sign on the property	10/1/2019
SIGN PERMITS - Sign resubmittal	\$50 each submittal	10/1/2019
SIGN PERMITS - Temporary sign/ banner	\$35	10/1/2019
SIGN PERMITS - Special event	\$30	10/1/2019
SIGN PERMITS - Confiscated Sign Return Fee	\$100	10/1/2019
SIGN PERMITS - Temporary Use for Outdoor Display	\$30	10/1/2019

Adopted Fee Schedule: **Planning Development**

FEE TYPE	FEE AMOUNT	APPROVED
TREE REMOVAL PERMIT -	\$15/ per tree	10/1/2024
TREE REMOVAL PERMIT - per healthy specimen tree	\$25 per caliper inch into Tree	10/1/2019
	Fund	
UTILITIES & ROW - Utility Registration Fee	\$500	10/1/2019
UTILITIES & ROW - Utility ROW Permit Application Fee	\$300	10/1/2024
UTILITIES & ROW - Utility ROW Permit Inspection Fee	\$100	10/1/2019
UTILITIES & ROW - Utility Service Agreement / ROW Agreement / Franchise Application Fee	\$2,000	10/1/2019
PATH PERMITS - Path Encroachment	\$50	10/1/2024

FEE/PERMIT TYPE	SPECIFICATIONS	FEE	APPROVED
Fee Payment	* Plan review fees are non-refundable and due at time of application. * Unless otherwise stated, the Construction Category Per-Square -Foot Table (attached) shall be used to calculate the cost of permits. * Complex projects shall be calculated an additional 0.25% of the total permit fee for each discipline (i.e. Building, Mechanical, Electrical, Plumbing) that is deemed a complex portion of the project. Determination of a complex project is made by the Building Official, and means the project includes one or more of the following components: unique equipment, specialized building system, accelerated schedule, extended or intricate phasing, historic designation). Examples of complex projects include but are not limited to: mixed occupancy buildings, institutional occupancies, factories, hazardous occupancy, aircraft hangars, large assembly occupancies. * Long duration projects shall be calculated an additional 0.1% for every month or fraction thereof of the total permit fee including the complex project fees, for the duration of the project. The duration shall be estimated at the time of submittal, and any project that exceeds the estimated duration shall be charged for every month or fraction thereof that the project exceeds the estimated duration. * There is a \$30 City administrative fee per permit.		10/1/2024
Plan Review Fees	Residential Plan Review	\$180	10/1/2019
	Commercial/Industrial Plan Review	Additional 50% of permit fee (minimum \$200)	10/1/2019
	Plan resubmittal	\$120 per resubmittal	10/1/2019
Permit Fees (based on square feet)	Per square foot cost based on building construction type and occupancy category, as well as construction timeline. See attached Construction Category Per-Square-Foot Table; Minimum permit fees - \$150 for Residential, \$200 for Commercial		10/1/2024
Certificate of Occupancy or Completion (C/O C/C)	New commercial building	\$120	10/1/2019
	New single family detached, condo, townhome	\$60	10/1/2019
	New or renovated commercial tenant space	\$30	10/1/2019
Trade Permits (MEPs)	Minimum	\$120 plus \$100 per roof-top unit	10/1/2024
	Temporary Power Letter	\$50	10/1/2019
Demolition Permit Extensions	Interior (bldg or tenant space)	\$100	10/1/2019
	Single family residential house	\$150	10/1/2019
	Commercial building	\$200	10/1/2019
	First extension	\$50/ 3 months	10/1/2019
	Subsequent extension	\$100/ 3 months	10/1/2019
Demolition Re-Inspections	Re-inspection fee	\$100	10/1/2024
Other	Transfer of Permit/change of contractor	\$200	10/1/2019
	Structure move	\$200	10/1/2019
	Siding replacement	\$150	10/1/2019
	Temporary Construction Trailer (not including electric permit)	\$100	10/1/2019
	Residential Re-roof	\$100	10/1/2019
Other	Commercial Re-roof	\$8 per 1,000 square feet of roofing, minimum \$200)	10/1/2024
	Fence Permit	\$100	10/1/2019
	Residential Swimming Pool	\$500	10/1/2019
	Commercial Swimming Pool	\$650	10/1/2019
	Above ground pool/ hot tub (Residential)	\$300	10/1/2019
	Inspections outside of normal business hours	\$100 per hour (\$200 minimum)	10/1/2019
	Minor Plan Revision Reviews - Review on changes to architectural plans after approval	\$100 per hour (\$200 minimum)	10/1/2019
	Fee for work done without a permit	Original permit fee plus 100% penalty (double permit fee)	10/1/2019
	Accessory Buildings up to 200 SF	\$75	10/1/2019
	Accessory Buildings greater than 200 SF	\$150	10/1/2019
	Preliminary/code compliance/safety inspections	\$100	10/1/2019
	Timbering Permit	\$100 + \$10 per acre	10/1/2019

Adopted Fee Schedule: **Construction Category Per-Square-Foot Cost Attachment**

	Assembly, A1									Assembly, A2									Assembly				
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA
0-2500	1.99	1.93	1.89	1.83	1.73	1.69	1.78	1.63	1.59	1.70	1.66	1.62	1.58	1.49	1.47	1.53	1.39	1.36	1.63	1.58	1.52	1.47	1.37
2501-5000	1.82	1.76	1.72	1.66	1.56	1.52	1.61	1.46	1.42	1.53	1.49	1.45	1.41	1.32	1.30	1.36	1.22	1.19	1.46	1.41	1.35	1.30	1.20
5001-10000	1.28	1.24	1.21	1.18	1.12	1.09	1.15	1.06	1.03	1.10	1.08	1.05	1.03	0.98	0.96	1.00	0.91	0.90	1.06	1.03	0.99	0.96	0.90
10001-100000	1.02	0.98	0.96	0.92	0.86	0.84	0.89	0.80	0.78	0.84	0.82	0.79	0.77	0.72	0.70	0.74	0.66	0.64	0.80	0.77	0.74	0.70	0.64
100001-250000	1.00	0.97	0.94	0.90	0.84	0.82	0.87	0.79	0.76	0.83	0.80	0.78	0.75	0.70	0.69	0.73	0.64	0.62	0.79	0.75	0.72	0.69	0.63
250001-500000	1.00	0.96	0.93	0.90	0.84	0.81	0.87	0.78	0.75	0.82	0.80	0.77	0.75	0.70	0.68	0.72	0.63	0.62	0.78	0.75	0.72	0.68	0.62
500001-750000	1.00	0.96	0.93	0.90	0.84	0.81	0.86	0.78	0.75	0.82	0.79	0.77	0.75	0.70	0.68	0.72	0.63	0.61	0.78	0.74	0.71	0.68	0.62
750001 and up	0.99	0.96	0.93	0.89	0.84	0.81	0.86	0.78	0.75	0.82	0.79	0.77	0.74	0.70	0.68	0.72	0.63	0.61	0.78	0.74	0.71	0.68	0.62

	Business, B								
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.79	1.74	1.69	1.63	1.52	1.48	1.58	1.39	1.34
2501-5000	1.62	1.57	1.52	1.46	1.35	1.31	1.41	1.22	1.17
5001-10000	1.15	1.12	1.09	1.06	0.99	0.97	1.03	0.92	0.89
10001-100000	0.90	0.87	0.84	0.80	0.73	0.71	0.77	0.66	0.63
100001-250000	0.88	0.85	0.82	0.78	0.72	0.69	0.76	0.64	0.61
250001-500000	0.87	0.84	0.81	0.78	0.71	0.69	0.75	0.64	0.61
500001-750000	0.87	0.84	0.81	0.78	0.71	0.69	0.75	0.63	0.61
750001 and up	0.87	0.84	0.81	0.78	0.71	0.68	0.75	0.63	0.61

	Mercantile, M								
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.36	1.31	1.26	1.22	1.12	1.09	1.16	0.99	0.96
2501-5000	1.19	1.24	1.19	1.14	1.05	1.02	1.09	0.92	0.89
5001-10000	0.89	0.87	0.85	0.82	0.77	0.76	0.80	0.71	0.69
10001-100000	0.64	0.61	0.59	0.57	0.52	0.50	0.54	0.45	0.44
100001-250000	0.62	0.60	0.57	0.55	0.50	0.48	0.52	0.44	0.42
250001-500000	0.62	0.59	0.57	0.54	0.50	0.48	0.52	0.43	0.41
500001-750000	0.61	0.59	0.56	0.54	0.49	0.48	0.51	0.43	0.41
750001 and up	0.61	0.59	0.56	0.54	0.49	0.48	0.51	0.43	0.41

	Educational, E								
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.72	1.67	1.63	1.58	1.50	1.44	1.54	1.35	1.32
2501-5000	1.55	1.50	1.46	1.41	1.33	1.27	1.37	1.18	1.25
5001-10000	1.11	1.09	1.06	1.03	0.98	0.94	1.00	0.89	0.87
10001-100000	0.86	0.83	0.80	0.77	0.72	0.69	0.75	0.64	0.62
100001-250000	0.84	0.81	0.79	0.75	0.70	0.67	0.73	0.62	0.60
250001-500000	0.83	0.81	0.78	0.75	0.70	0.66	0.72	0.61	0.59
500001-750000	0.83	0.80	0.78	0.75	0.70	0.66	0.72	0.61	0.59
750001 and up	0.83	0.80	0.78	0.75	0.70	0.66	0.72	0.61	0.59

	Factory and Industrial, F1	Factory and Industrial, F2
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Adopted Fee Schedule: **Construction Category Per-Square-Foot Cost Attachment**

<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
0-2500	1.10	1.06	1.00	0.97	0.88	0.85	0.94	0.76	0.72	1.10	1.05	1.00	0.97	0.88	0.84	0.93	0.76	0.71
2501-5000	1.03	0.99	0.93	0.90	0.81	0.78	0.87	0.69	0.65	1.03	0.98	0.93	0.90	0.81	0.77	0.86	0.69	0.64
5001-10000	0.77	0.74	0.72	0.70	0.66	0.64	0.68	0.59	0.57	0.76	0.74	0.72	0.70	0.66	0.63	0.68	0.59	0.56
10001-100000	0.51	0.49	0.46	0.44	0.40	0.38	0.43	0.34	0.32	0.51	0.48	0.46	0.44	0.40	0.38	0.42	0.34	0.31
100001-250000	0.49	0.47	0.44	0.43	0.38	0.36	0.41	0.32	0.30	0.49	0.47	0.44	0.42	0.38	0.36	0.41	0.32	0.30
250001-500000	0.49	0.46	0.44	0.42	0.38	0.36	0.40	0.31	0.29	0.48	0.46	0.44	0.42	0.38	0.35	0.40	0.31	0.29
500001-750000	0.48	0.46	0.43	0.42	0.37	0.36	0.40	0.31	0.29	0.48	0.46	0.43	0.42	0.37	0.35	0.40	0.31	0.29
750001 and up	0.48	0.46	0.43	0.42	0.37	0.36	0.40	0.31	0.29	0.48	0.46	0.43	0.42	0.37	0.35	0.40	0.31	0.29

	High Hazard, H1									High Hazard, H2,3,4									High Hazard, H3				
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA
0-2500	1.04	0.99	0.94	0.91	0.83	0.78	0.87	0.70	N/A	1.04	0.99	0.94	0.91	0.83	0.78	0.87	0.70	0.65	1.79	1.74	1.69	1.63	1.52
2501-5000	0.97	0.92	0.87	0.84	0.76	0.71	0.80	0.63	N/A	0.97	0.92	0.87	0.84	0.76	0.71	0.80	0.63	0.58	1.62	1.57	1.52	1.46	1.35
5001-10000	0.73	0.71	0.69	0.67	0.63	0.61	0.65	0.55	N/A	0.73	0.71	0.69	0.67	0.63	0.61	0.65	0.55	0.51	1.15	1.12	1.09	1.06	0.99
10001-100000	0.48	0.45	0.43	0.41	0.37	0.35	0.39	0.31	N/A	0.48	0.45	0.43	0.41	0.37	0.35	0.39	0.31	0.29	0.90	0.87	0.84	0.80	0.73
100001-250000	0.46	0.44	0.41	0.40	0.35	0.33	0.38	0.29	N/A	0.46	0.44	0.41	0.40	0.35	0.33	0.38	0.29	0.27	0.88	0.85	0.82	0.78	0.72
250001-500000	0.45	0.43	0.41	0.39	0.35	0.33	0.37	0.28	N/A	0.45	0.43	0.41	0.39	0.35	0.33	0.37	0.28	0.26	0.87	0.84	0.81	0.78	0.71
500001-750000	0.45	0.43	0.40	0.39	0.35	0.32	0.37	0.28	N/A	0.45	0.43	0.40	0.39	0.35	0.32	0.37	0.28	0.26	0.87	0.84	0.81	0.78	0.71
750001 and up	0.45	0.43	0.40	0.39	0.35	0.32	0.37	0.28	N/A	0.45	0.43	0.40	0.39	0.35	0.32	0.37	0.28	0.26	0.87	0.84	0.81	0.78	0.71

	Institutional, I1									Institutional, I2									Institution, I3				
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA
0-2500	1.65	1.61	1.56	1.52	1.42	1.39	1.52	1.30	1.27	2.51	2.48	2.45	2.41	2.34	N/A	2.38	2.21	N/A	2.03	1.98	1.93	1.87	1.77
2501-5000	1.48	1.44	1.39	1.35	1.25	1.22	1.35	1.23	1.20	1.94	1.91	1.88	1.84	2.17	N/A	1.81	2.04	N/A	1.86	1.81	1.76	1.70	1.60
5001-10000	1.07	1.04	1.02	0.99	0.93	0.91	0.99	0.87	0.85	1.65	1.62	1.59	1.56	1.48	N/A	1.53	1.41	N/A	1.30	1.27	1.24	1.20	1.14
10001-100000	0.82	0.79	0.76	0.74	0.67	0.66	0.74	0.61	0.59	1.39	1.36	1.33	1.30	1.23	N/A	1.27	1.15	N/A	1.04	1.01	0.98	0.95	0.88
100001-250000	0.80	0.77	0.74	0.72	0.66	0.64	0.72	0.59	0.57	1.38	1.35	1.32	1.28	1.21	N/A	1.25	1.13	N/A	1.03	0.99	0.96	0.93	0.87
250001-500000	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.59	0.57	1.37	1.34	1.31	1.28	1.20	N/A	1.25	1.13	N/A	1.02	0.99	0.96	0.92	0.86
500001-750000	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.59	0.57	1.37	1.34	1.31	1.27	1.20	N/A	1.24	1.13	N/A	1.02	0.99	0.96	0.92	0.86
750001 and up	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.58	0.57	1.37	1.34	1.31	1.27	1.20	N/A	1.24	1.13	N/A	1.02	0.99	0.96	0.92	0.86

	Residential, R1									Residential, R2									Residential, R3				
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA

Adopted Fee Schedule: **Construction Category Per-Square-Foot Cost Attachment**

0-2500	1.66	1.62	1.57	1.53	1.43	1.40	1.53	1.32	1.28	1.45	1.40	1.36	1.31	1.20	1.16	1.31	1.07	0.99	1.39	1.36	1.34	1.31	1.27
2501-5000	1.49	1.45	1.40	1.36	1.26	1.23	1.36	1.25	1.21	1.28	1.23	1.19	1.24	1.13	1.09	1.24	1.00	0.92	1.22	1.19	1.26	1.24	1.20
5001-10000	1.08	1.05	1.03	1.00	0.94	0.92	1.00	0.88	0.86	0.95	0.92	0.90	0.87	0.81	0.80	0.87	0.75	0.71	0.91	0.90	0.88	0.87	0.85
10001-100000	0.82	0.79	0.77	0.74	0.68	0.67	0.74	0.62	0.60	0.69	0.66	0.64	0.61	0.56	0.54	0.61	0.49	0.46	0.66	0.64	0.63	0.61	0.59
100001-250000	0.81	0.78	0.75	0.73	0.67	0.65	0.73	0.60	0.58	0.68	0.65	0.62	0.60	0.54	0.52	0.60	0.47	0.44	0.64	0.62	0.61	0.60	0.58
250001-500000	0.80	0.77	0.75	0.72	0.66	0.64	0.72	0.60	0.58	0.67	0.64	0.62	0.59	0.53	0.52	0.59	0.47	0.43	0.63	0.62	0.60	0.59	0.57
500001-750000	0.80	0.77	0.74	0.72	0.66	0.64	0.72	0.59	0.58	0.67	0.64	0.61	0.59	0.53	0.51	0.59	0.47	0.43	0.63	0.62	0.60	0.59	0.57
750001 and up	0.80	0.77	0.74	0.72	0.66	0.64	0.72	0.59	0.57	0.67	0.64	0.61	0.59	0.53	0.51	0.59	0.47	0.43	0.63	0.61	0.60	0.59	0.57

	Storage, S1									Storage, S2									Utility and Misce				
<i>Square foot</i>	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA
0-2500	1.03	0.99	0.93	0.90	0.81	0.78	0.86	0.69	0.65	1.03	0.98	0.93	0.90	0.81	0.77	0.86	0.69	0.64	0.83	0.79	0.74	0.71	0.65
2501-5000	0.96	0.92	0.86	0.83	0.74	0.71	0.79	0.62	0.58	0.96	0.91	0.86	0.83	0.74	0.70	0.79	0.62	0.57	0.76	0.71	0.67	0.64	0.58
5001-10000	0.73	0.71	0.68	0.67	0.62	0.60	0.65	0.54	0.51	0.73	0.71	0.68	0.66	0.62	0.60	0.64	0.54	0.50	0.63	0.61	0.58	0.56	0.51
10001-100000	0.47	0.45	0.42	0.41	0.36	0.35	0.39	0.30	0.28	0.47	0.45	0.42	0.41	0.36	0.34	0.39	0.30	0.28	0.37	0.35	0.33	0.32	0.28
100001-250000	0.46	0.43	0.41	0.39	0.35	0.33	0.37	0.28	0.26	0.45	0.43	0.41	0.39	0.35	0.33	0.37	0.28	0.26	0.35	0.33	0.31	0.30	0.27
250001-500000	0.45	0.43	0.40	0.39	0.34	0.32	0.37	0.28	0.26	0.45	0.43	0.40	0.38	0.34	0.32	0.36	0.28	0.26	0.35	0.33	0.31	0.29	0.26
500001-750000	0.45	0.43	0.40	0.38	0.34	0.32	0.37	0.28	0.26	0.45	0.42	0.40	0.38	0.34	0.32	0.36	0.28	0.25	0.35	0.33	0.30	0.29	0.26
750001 and up	0.45	0.43	0.40	0.38	0.34	0.32	0.37	0.28	0.26	0.45	0.42	0.40	0.38	0.34	0.32	0.36	0.28	0.25	0.35	0.32	0.30	0.29	0.26

Adopted Fee Schedule: **Construction Category Per-Square-Foot Cost Attachment**

, A3				Assembly, A4								
IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
1.33	1.42	1.24	1.21	1.85	1.79	1.74	1.69	1.59	1.55	1.64	1.49	1.45
1.26	1.25	1.17	1.13	1.68	1.62	1.57	1.52	1.42	1.38	1.47	1.32	1.28
0.88	0.93	0.83	0.82	1.19	1.16	1.13	1.09	1.03	1.01	1.06	0.98	0.95
0.62	0.67	0.58	0.56	0.94	0.90	0.87	0.84	0.78	0.75	0.81	0.72	0.69
0.61	0.66	0.56	0.54	0.92	0.88	0.85	0.82	0.76	0.74	0.79	0.70	0.67
0.60	0.65	0.56	0.54	0.91	0.88	0.85	0.81	0.75	0.73	0.78	0.70	0.67
0.60	0.65	0.55	0.54	0.91	0.88	0.84	0.81	0.75	0.73	0.78	0.69	0.67
0.60	0.65	0.55	0.53	0.91	0.88	0.84	0.81	0.75	0.73	0.78	0.69	0.67

d, H5			
IIIB	IV	VA	VB
1.48	1.58	1.39	1.34
1.31	1.41	1.22	1.17
0.97	1.03	0.92	0.89
0.71	0.77	0.66	0.63
0.69	0.76	0.64	0.61
0.69	0.75	0.64	0.61
0.69	0.75	0.63	0.61
0.68	0.75	0.63	0.61

al, I3				Institutional, I4								
IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
1.72	1.82	1.64	1.58	1.65	1.61	1.56	1.52	1.42	1.39	1.52	1.30	1.27
1.55	1.65	1.47	1.41	1.48	1.44	1.39	1.35	1.25	1.22	1.35	1.23	1.20
1.11	1.17	1.07	1.03	1.07	1.04	1.02	0.99	0.93	0.91	0.99	0.87	0.85
0.86	0.92	0.81	0.77	0.82	0.79	0.76	0.74	0.67	0.66	0.74	0.61	0.59
0.84	0.90	0.79	0.76	0.80	0.77	0.74	0.72	0.66	0.64	0.72	0.59	0.57
0.83	0.89	0.79	0.75	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.59	0.57
0.83	0.89	0.78	0.75	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.59	0.57
0.83	0.89	0.78	0.75	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.58	0.57

il, R3				Residential, R4								
IIIB	IV	VA	VB	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB

Adopted Fee Schedule: **Construction Category Per-Square-Foot Cost Attachment**

1.23	1.29	1.20	1.14	1.65	1.61	1.56	1.52	1.42	1.39	1.52	1.30	1.27
1.16	1.22	1.13	1.06	1.48	1.44	1.39	1.35	1.25	1.22	1.35	1.23	1.20
0.83	0.86	0.81	0.78	1.07	1.04	1.02	0.99	0.93	0.91	0.99	0.87	0.85
0.57	0.60	0.56	0.53	0.82	0.79	0.76	0.74	0.67	0.66	0.74	0.61	0.59
0.56	0.59	0.54	0.51	0.80	0.77	0.74	0.72	0.66	0.64	0.72	0.59	0.57
0.55	0.58	0.53	0.50	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.59	0.57
0.55	0.58	0.53	0.50	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.59	0.57
0.55	0.58	0.53	0.50	0.79	0.76	0.74	0.71	0.65	0.63	0.71	0.58	0.57

Miscellaneous, U			
IIIB	IV	VA	VB
0.62	0.69	0.55	0.53
0.55	0.62	0.47	0.46
0.48	0.54	0.42	0.41
0.27	0.30	0.23	0.22
0.25	0.28	0.21	0.20
0.24	0.28	0.21	0.20
0.24	0.28	0.21	0.20
0.24	0.28	0.21	0.20

FEE TYPE	FEE AMOUNT	APPROVAL/REVIEW
EMS - Treat & Release	\$125	10/1/2019
EMS - Ambulance - Basic Life Support (BLS)	\$888	10/1/2024
EMS - Ambulance - Advance Life Support (ALS) Level I	\$1,054	10/1/2024
EMS - Ambulance - Advance Life Support (ALS) Level II	\$1,803	10/1/2024
EMS - Helicopter Assistance	\$0	10/1/2019
EMS - Mileage	\$18/per mile	10/1/2024
EMS - Lift Assist	\$125	10/1/2024
FIRE -False Alarm – 3x in 24 hours	\$250, plus \$100 for each additional	1/15/04 – Ordinance 10/1/2024
FIRE -False Alarm – 4 th in year	\$250 for 4 th and each additional occurrence	1/15/04 – Ordinance
FIRE -Failure to provide key holders	\$100	1/15/04 – Ordinance
FIRE -Refusal of keyholder to respond	\$250	1/15/04 – Ordinance
FIRE MARSHAL - IFC 510 Emergency Responder Radio System Plan Review	\$175	10/1/2024
FIRE MARSHAL - Site Plan Review	\$100	10/1/2024
FIRE MARSHAL - Building Permit Plan Review up to 10,000 sq ft	\$200	10/1/2024
FIRE MARSHAL - Building Permit Plan Review over 10,000 sq ft	\$0.020 per gross bldg. SF (minimum \$200)	10/1/2024
FIRE MARSHAL - Automatic Fire Extinguishment System Plan Review	\$175	10/1/2024
FIRE MARSHAL - Fire Alarm Plan Review	\$175	10/1/2024
FIRE MARSHAL - Fire Sprinkler Plan Review	\$175	10/1/2024
FIRE MARSHAL - Kitchen Hood Plan Review	\$175	10/1/2024
FIRE MARSHAL - Other System Plan Review	\$150	10/1/2019
FIRE MARSHAL - Fire pump plan review and permit	\$175	10/1/2024
FIRE MARSHAL - Pre-fabricated paint booth permit	\$175	10/1/2024
FIRE MARSHAL - Special suppression system permit	\$175	10/1/2024
FIRE MARSHAL - Blasting Permit (for a period up to 30 days)	\$200	10/1/2024
FIRE MARSHAL - Pyrotechnics / Fireworks Event Permit	\$500	10/1/2019
FIRE MARSHAL - Alarm Certification without alarm test	\$50	10/1/2024
FIRE MARSHAL - Alarm test	\$150	10/1/2024
FIRE MARSHAL - Fire extinguishing system acceptance test	\$100	10/1/2024
FIRE MARSHAL - Fire pump acceptance test	\$100	10/1/2024
FIRE MARSHAL - Hood System Balloon/Flamout Test	\$100	10/1/2024
FIRE MARSHAL - Sprinkler underground pressure test	\$100	10/1/2024
FIRE MARSHAL - Sprinkler above ground pressure test	\$100	10/1/2024
FIRE MARSHAL - Sprinkler acceptance test	\$100	10/1/2024
FIRE MARSHAL - Sprinkler Certificate	\$50	10/1/2024
FIRE MARSHAL - Other System Test (paint booth/ clean agent system)	\$50	10/1/2019
FIRE MARSHAL - Certificate of Compliance (Re-Issue)	\$50	10/1/2019
FIRE MARSHAL - Construction Site 80% Inspection	\$150	10/1/2024
FIRE MARSHAL - Construction Site 100% Inspection (CO Inspection)	\$150	10/1/2024
FIRE MARSHAL - Construction Site follow up inspections	\$150	10/1/2024
FIRE MARSHAL - Annual Inspection	\$0	10/1/2019
FIRE MARSHAL - Annual Inspection, Follow Up	\$0	10/1/2019
FIRE MARSHAL - Annual Inspection, Follow Up #2 or greater	\$100	10/1/2024
FIRE MARSHAL - Food Truck Fire Safety Inspection and Annual Permit	\$100	10/1/2019
FIRE MARSHAL - Occupational Tax Inspection	\$100	10/1/2024
FIRE TRAINING GROUNDS - Live Fire Training (not assessed to Mutual Aid, services in kind may be exchanged)	\$25 per student (\$500 daily max)	10/1/2019
FIRE TRAINING GROUNDS - Pump Test Facility (not assessed to Mutual Aid, services in kind may be exchanged)	\$50 per apparatus	10/1/2019

Public Fireworks Display

\$100

NEW

2024 CODE OF GEORGIA
Title 25 - FIRE PROTECTION AND SAFETY (§§ 25-1-1 — 25-15-110)
Chapter 10 - REGULATION OF FIREWORKS (§§ 25-10-1 — 25-10-12)
Section 25-10-4 - Permit required to conduct public fireworks exhibition or display

FEE TYPE	FEE AMOUNT	APPROVAL / REVIEW
Request to Restrict Arrest Record (Expungement Fee)	\$25	O.C.G.A. 35-3-37(d)(1)(b)
Background Check/Criminal History	\$15	OCGA 35-3-34 & 35
Accident Reports	\$5.00 per report	HB 137 (2011)
Fingerprints	\$25	10/1/2019
PAWN SHOP - Application	\$75	10/1/2019
PAWN SHOP - Annual License	\$2,000	10/1/2019
PAWN SHOP - Fingerprints	\$25	10/1/2019
PAWN SHOP - Employee Permits	\$25	10/1/2019
Solicitors Permit -	\$25/day/person first day, \$10/day/person each additional day in same week	10/1/2019
Alarm System – Failure to Register	\$100	10/1/2019
FALSE ALARM - 3rd – 5th instance	\$50 each	10/1/2019
FALSE ALARM - 6th – 7th instance	\$100 each	10/1/2019
FALSE ALARM - 8th – 9th instance	\$250 each	10/1/2019
FALSE ALARM - 10th and above	\$500 each	10/1/2019
PD Impound Storage Fee	\$15/day	New

We want to add a new fee for this upcoming FY to account for vehicle storage fees at the PD. This would mainly apply to flipped VIN vehicles. The fee would be \$15 a day for storage, which is the same cost as Parker Wrecker. This is to motivate insurance companies to recover their vehicles in a timely manner.

FEE TYPE	FEE AMOUNT	APPROVAL / REVIEW
Room Rental	no charge	Flint River requirement
Copies	\$0.20 b&w, \$0.50 color (per side)	Established by Library
Late Fees	\$0.20 per day per item	Flint River requirement
Test proctoring - PTC / Fayette Resident	\$10/test	10/1/2019
Test proctoring - Non-Fayette Resident	\$20/test	10/1/2019

Adopted Fee Schedule: **Recreation Facility Rentals**

FACILITY RENTALS	Civic /Church /School/Non Profit	PTC Residents	PTC Commercial	Non-Resident	Non-Resident Commercial	Deposit Required	APPROVED
Basketball- Outdoor	\$0	\$13/hr	\$27/hr	\$54/hr	\$54/hr	\$50	10/1/2019
BMX Track	\$0	\$200/day	\$350/day	\$500/day	\$500/day	\$250	10/1/2019
Skate Park	\$0	\$200/day	\$350/day	\$500/day	\$500/day	\$250	10/1/2019
Recreation Staff Fee	\$35/hr (4-hour minimum)	\$35/hr (4-hour minimum)	\$35/hr (4-hour minimum)	\$35/hr (4-hour minimum)	\$35/hr (4-hour minimum)		10/1/2024
Recreation Supervisor Fee	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)		10/1/2024
Light Pole Rental	\$5.00/each	\$5.00/each	\$5.00/each	\$5.00/each	\$5.00/each		10/1/2024
Light Pole Installation/Removal	\$140	\$140	\$140	\$140	\$140		10/1/2024
Athletic Field - Non-Tournament / NO LIGHTS	\$25/hr or \$75/day	\$40/hr or \$125/day	\$75/hr or \$225/day	\$75/hr or \$225/day	\$100/hr or \$275/day	\$150	10/1/2019
Athletic Field - Non Tournaments / With Lights	\$40/hr or \$100/day	\$40/hr or \$125/day	\$60/hr or \$200/day	\$100/hr or \$250/day	\$125/hr or \$275/day	\$150	10/1/2019
Athletic Fields - NO LIGHTS (Tournaments/Camps/Clinics hosted by PTC Youth Sports Assn)	\$100/field/day					\$150	10/1/2019
Athletic Fields - WITH LIGHTS (Tournaments/Camps/Clinics hosted by PTC Youth Sports Assn)	\$125/field/day					\$150 \$500	10/1/2019
Athletic Fields - NO LIGHTS (Tournaments/Camps/Clinics hosted by Commercial Promoters)					\$3000/field/day	\$500	10/1/2019
Athletic Fields - WITH LIGHTS (Tournaments/Camps/Clinics hosted by Commercial Promoters)					\$350/field/day	\$500	10/1/2019
Huddleston Pond Gazebo, Luther Glass/Three Ponds Gazebo	\$0	\$30/hr	\$45/hr	\$90/hr	\$90/hr	\$50	10/1/2019
Beaver Dam Park, Blue Smoke Park, Huddleston Pond Park, (2 hr minimum for each)	\$0	\$35/hr	\$55/hr	\$110/hr	\$110/hr	\$50	10/1/2019
Shakerag Knoll	\$0	\$55/hr	\$100/hr	\$150/hr	\$150/hr	\$50	10/1/2019
Picnic Park & Pavilion (2 hr minimum)	\$0	\$55/hr	\$110/hr	\$150/hr	\$150/hr	\$50	10/1/2019
All other pavilions (excluding Drake Field)	\$0	\$40/hr	\$70/hr	\$100/hr	\$100/hr	\$50	10/1/2019
Drake Field Pavilion weekday	\$0	\$100/hr	\$150/hr	\$200/hr	\$200/hr	\$500	10/1/2019
Glenloch Pool & Splash Pad	\$50/hr	\$75/hr	\$100/hr	\$150/hr	\$150/hr	\$75	10/1/2019
Kedron Small Pool	\$50/hr	\$75/hr	\$100/hr	\$150/hr	\$150/hr	\$75	10/1/2019
Kedron Large Pool	\$50/hr	\$75/hr	\$100/hr	\$150/hr	\$150/hr	\$75	10/1/2019
Kedron Both Pools	\$75/hr	\$140/hr	\$175/hr	\$225/hr	\$225/hr	\$75	10/1/2019
Kedron Room 1	\$30/hr	\$55/hr	\$70/hr	\$85/hr	\$100/hr	\$75	10/1/2019
Kedron Room 2	\$40/hr	\$75/hr	\$100/hr	\$115/hr	\$130/hr	\$75	10/1/2019
Kedron Room 3	\$30/hr	\$55/hr	\$70/hr	\$85/hr	\$100/hr	\$75	10/1/2019
Kedron Room 2 & 3	\$60/hr	\$120/hr	\$150/hr	\$180/hr	\$210/hr	\$75	10/1/2019
Gym ½ Court	\$25/hr	\$40/hr	\$55/hr	\$75/hr	\$100/hr	\$0	10/1/2019
Gym Full Court	\$40/hr	\$65/hr	\$95/hr	\$125/hr	\$150/hr	\$0	10/1/2019
Full Gym- 2 Courts	\$75/hr	\$120/hr	\$150/hr	\$200/hr	\$225/hr	\$0	10/1/2019
Building (Full Gym, Room 2 & 3)	\$125/hr	\$220/hr	\$280/hr	\$350/hr	\$400/hr	\$75	10/1/2019
Building and Pool (Entire Facility)	\$175/hr	\$350/hr	\$425/hr	\$525/hr	\$600/hr	\$75	10/1/2019
Kedron Multi-purpose rink	\$40/hr	\$65/hr	\$95/hr	\$125/hr	\$150/hr	\$75	10/1/2019
Glenloch Gym Side	\$40/hr	\$75/hr	\$100/hr	\$125/hr	\$150/hr	\$50	10/1/2019
Glenloch Dance Side	\$30/hr	\$55/hr	\$70/hr	\$85/hr	\$100/hr	\$50	10/1/2019
Glenloch Entire Bldg.	\$60/hr	\$120/hr	\$150/hr	\$200/hr	\$225/hr	\$50	10/1/2019
Tennis Courts - WITH LIGHTS	n/a	\$40/hr	\$70/hr	\$100/hr	\$100/hr	\$50	10/1/2019
Tennis Courts - UNLIGHTED	n/a	\$30/hr	\$50/hr	\$75/hr	\$75/hr	\$50	10/1/2019
Multipurpose Court-Pebblepocket	n/a	\$35/hr	\$65/hr	\$100/hr	\$100/hr	\$50	10/1/2019
TENNIS CENTER - Birthday Party w Staff, decorations, etc.		\$5/guest					Set by Tennis Center - 5/6/2004

Adopted Fee Schedule: **Recreation Facility Rentals**

FACILITY RENTALS	Civic /Church /School/Non Profit	PTC Residents	PTC Commercial	Non-Resident	Non-Resident Commercial	Deposit Required	APPROVED
TENNIS CENTER - 2-hr room rental		\$30/hr					Set by Tennis Center - 5/6/2004
AMPHITHEATER Rental	\$1,500 (50% non-refundable due at signing)	\$1,500 (50% non-refundable due at signing)	\$3,200 (50% non-refundable due at signing)	\$1,500 (50% non-refundable due at signing)	\$3,200 (50% non-refundable due at signing)	\$500 (1-999 attendees) \$1,000 (1,000+ attendees)	10/1/2024
AMPHITHEATER Rental - Admin Fee	\$300 (due at signing)	\$300 (due at signing)	\$300 (due at signing)	\$300 (due at signing)	\$300 (due at signing)		10/1/2024
AMPHITHEATER Manager	\$50/hr (4-hour minimum)	\$50/hr (4-hour minimum)	\$50/hr (4-hour minimum)	\$50/hr (4-hour minimum)	\$50/hr (4-hour minimum)		10/1/2024
AMPHITHEATER Facility Coordinator (required)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)	\$45/hr (4-hour minimum)		10/1/2024
AMPHITHEATER Box Office Coordinator	\$30/hr (4-hour minimum)	\$30/hr (4-hour minimum)	\$30/hr (4-hour minimum)	\$30/hr (4-hour minimum)	\$30/hr (4-hour minimum)		10/1/2024
AMPHITHEATER Usher supervisor	\$20/hr (4-hour minimum)	\$20/hr (4-hour minimum)	\$20/hr (4-hour minimum)	\$20/hr (4-hour minimum)	\$20/hr (4-hour minimum)		10/1/2024
AMPHITHEATER Production Assistants	\$15/hr (4-hour minimum)	\$15/hr (4-hour minimum)	\$15/hr (4-hour minimum)	\$15/hr (4-hour minimum)	\$15/hr (4-hour minimum)		10/1/2024
AMPHITHEATER Box Office Staff	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)		10/1/2024
AMPHITHEATER Event Staff – Ushers	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)	\$14/hr (4-hour minimum)		10/1/2024
Cast House	\$100/day	\$100/day	\$100/day	\$100/day	\$100/day		10/1/2024
Round tables	\$6 each	\$6 each	\$6 each	\$6 each	\$6 each		10/1/2024
Banquet tables	\$10 each	\$10 each	\$10 each	\$10 each	\$10 each		10/1/2024
Hi Boy tables	\$10 each	\$10 each	\$10 each	\$10 each	\$10 each		10/1/2024
Chairs	\$1 each	\$1 each	\$1 each	\$1 each	\$1 each		10/1/2024

FEE TYPE	Civic/ Church/ School/Non-Profit	Peachtree City Resident/Business	Non-Resident	APPROVED	Removed Fayette County (non PTC) resident column
SWIM					
SWIM TEAMS - SCAT	\$40/person/month			10/1/2019	
SWIM TEAMS - Masters	\$20/person/month			10/1/2019	
SWIM TEAMS - Schools	\$3/person/day			10/1/2019	plus additional after hours lifeguard fees
POOL PASS - Per Visit - Age 0-2		\$0	\$5	10/1/2019	
POOL PASS - Per Visit - Age 3-11		\$5 (\$45 for 10-visit punch card)	\$10	10/1/2019	
POOL PASS - Per Visit - Age 12 – 64		\$5 (\$45 for 10-visit punch card)	\$15	10/1/2019	
POOL PASS - Per Visit - Age 65+		\$5 (\$40 for 10-visit punch card)	\$10	10/1/2019	
POOL PASS - Quarterly - Individual		\$80		10/1/2019	
POOL PASS - Quarterly - Family (2)		\$145		10/1/2019	
POOL PASS - Quarterly - Family (3)		\$200		10/1/2019	
POOL PASS - Quarterly - Each Additional Pass		\$65		10/1/2019	
POOL PASS - Annual - Individual		\$250		10/1/2019	
POOL PASS - Annual - Family (2)		\$325		10/1/2019	
POOL PASS - Annual - Family (3)		\$400		10/1/2019	
POOL PASS - Annual - Family (4)		\$475		10/1/2019	
POOL PASS - Annual - Family (5+)		\$550		10/1/2019	
GYM					
KEDRON Open Gym - Daily - Ages 3-11		\$2	\$10	10/1/2019	
KEDRON Open Gym - Daily - Ages 12+		\$2	\$10		
KEDRON Open Gym -10 visit pass - Ages 3-11		\$20			
KEDRON Open Gym -10 visit pass - Ages 12+		\$30			
KEDRON Open Gym - 3 Month- Ages 3-11		\$40		10/1/2019	
KEDRON Open Gym - 1 Month- Ages 3-11		\$15		10/1/2019	
KEDRON Open Gym - 3 Month - Ages 12+		\$60		10/1/2019	
KEDRON Open Gym - 1 Month - Ages 12+		\$25		10/1/2019	
KEDRON Open Gym - Annual - Ages 3-11		\$125		10/1/2019	
KEDRON Open Gym - Annual - Ages 12+		\$200		10/1/2019	
Special Events					
JULY 4th PARADE - Fayette Commercial		\$50		10/1/2019	
SHAKERAG VENDOR Site without electricity		\$150		10/1/2019	
SHAKERAG VENDOR Site with electricity		\$175		10/1/2019	
SHAKERAG VENDOR Double site without electricity		\$350		10/1/2019	
SHAKERAG VENDOR Double site with electricity		\$400		10/1/2019	
CITY EVENT - VENDOR (Park) - per space		\$75		10/1/2019	
CITY EVENT - VENDOR PERMIT (City Hall Plaza) - per space		\$125		10/1/2019	
OTHER SMALL CITY EVENTS - Vendor Permit		\$25/space		10/1/2019	
COMMUNITY SPECIAL EVENT - Class I - Class III Application		\$100		10/1/2019	
COMMUNITY SPECIAL EVENT - Class IV Application		\$200		10/1/2019	
COMMUNITY SPECIAL EVENT - Class I Deposit (50 people or less)		\$50		10/1/2019	
COMMUNITY SPECIAL EVENT - Class II Deposit (100 people or less)		\$200		10/1/2019	
COMMUNITY SPECIAL EVENT - Class III Deposit (Over 100 people)		\$250		10/1/2019	
COMMUNITY SPECIAL EVENT - Class IV Deposit (2000+ people)		\$500		10/1/2019	
COMMUNITY SPECIAL EVENT - Pedestrian Barricade		\$5		10/1/2019	
COMMUNITY SPECIAL EVENT - Traffic Barrels		\$2		10/1/2019	
COMMUNITY SPECIAL EVENT - Traffic Cones		\$1		10/1/2019	
COMMUNITY SPECIAL EVENT - Tables		\$5		10/1/2019	
COMMUNITY SPECIAL EVENT - Chairs		\$1		10/1/2019	
COMMUNITY SPECIAL EVENT - Package 1: 25 tables + 50 chairs		\$125		10/1/2019	
COMMUNITY SPECIAL EVENT - Package 2: 50 tables + 100 chairs		\$250		10/1/2019	
Recreation Programs					
Recreation Class Fee Share (Instructor/City) - \$16-24 class		60%/40%		10/1/2019	
Recreation Class Fee Share (Instructor/City) - \$25-34 class		65%/35%		10/1/2019	
Recreation Class Fee Share (Instructor/City) - \$35-65 class		70%/30%		10/1/2019	
Recreation Class Fee Share (Instructor/City) - \$65+ class		75%/25%		10/1/2019	
Athletics					
YOUTH SPORT ASSN FEE (per player per season)		\$15	\$50	10/1/2019	
BMX Association Fee		\$1/rider/race		10/1/2019	
Athletic Light Fees per 30 minutes					
Meade SB-4	\$2.25	\$2.25		10/1/2021	Light fees have gone away due to removal of card readers
Meade SB-5	\$2.25	\$2.25		10/1/2021	
Meade SB-6	\$2.00	\$2.00		10/1/2021	

FEE TYPE	Civic/ Church/ School/Non-Profit	Peachtree City Resident/Business	Non-Resident	APPROVED	Removed Fayette County (non PTC) resident column
Meade SB-7	\$1.75	\$1.75		10/1/2021	
BMX	\$1.00	\$1.00		10/1/2021	
Hockey	\$1.50	\$1.50		10/1/2021	
PAC-BB-1	\$4.25	\$4.25		10/1/2021	
PAC-BB-2	\$5.25	\$5.25		10/1/2021	
PAC-BB-3	\$2.75	\$2.75		10/1/2021	
PAC-BB-4	\$2.00	\$2.00		10/1/2021	
PAC-BB-5	\$2.00	\$2.00		10/1/2021	
PAC-BB-6	\$2.25	\$2.25		10/1/2021	
PAC-BB-7	\$2.25	\$2.25		10/1/2021	
PAC-BB-8	\$2.25	\$2.25		10/1/2021	
PAC-FQH-9	\$1.00	\$1.00		10/1/2021	
PAC-FQH-10	\$1.00	\$1.00		10/1/2021	
PAC-Soccer-1	\$3.50	\$3.50		10/1/2021	
PAC-Soccer-2	\$3.50	\$3.50		10/1/2021	
PAC-Soccer-3	\$3.75	\$3.75		10/1/2021	
PAC-Soccer-4	\$3.75	\$3.75		10/1/2021	
PAC-Soccer-5	\$4.75	\$4.75		10/1/2021	
PAC-Soccer-6	\$4.75	\$4.75		10/1/2021	
Meade-LAX-1	\$2.75	\$2.75		10/1/2021	
Meade-LAX-2	\$2.75	\$2.75		10/1/2021	
Youth Basketball - Kedron Gym	\$0.20	\$0.20		10/1/2021	

Film Site Permit	Fee	APPROVED	Notes
Site Visit Fee	\$75	Ordinance adoption 2023	If site visit is requested with City staff
Film Site Permit	\$200	2023	All applicants pay non-refundable admin fee
High-Impact Site* Permit	\$500	2023	Production w/ more than 50 ppl on site
Permit Change Fee	\$250	2023	
Refundable Deposit	\$1,000	2023	Amount will be refunded less any fees due to city for services, cleanup, damage, extended fees
Paths/ Sidewalk Closures	\$200/day	2023	Alternate route identification required. Officer or auxiliary required to direct traffic around closure
City Personnel/ on-site coordinator fees	\$30/person/hr (4 hr min.)	2023	when deemed necessary by city staff
Location	Fee		Notes
Parks/ Rec Facilities/ Parks/ Buildings	See fee schedule	2023	Facilities remain open to public
Athletic Fields	\$100/hr (2 hr min)	2023	Facilities remain open to public
City owned parking lots (parking only)	\$250/day	2023	PARKING ONLY Facilities remain open to public
City owned parking lots (filming)	\$1,000/day	2023	Facilities remain open to public
Closure of any facility, park, building, low-impact parking lots, small parks, low-use facilities	\$4,000/day plus affected daily cost of personnel and lost revenue	2023	City personnel/ on-site coordinator required duration of filming
Closure of entire high-impact facilities or large parks	\$20,000/day plus affected daily cost of personnel and lost revenue	2023	City personnel/ on-site coordinator required duration of filming
* High impact facilities include Drake Field, City Hall, Picnic Park, Line Creek Nature Area, Kedron Fieldhouse, Aquatic Center, City Hall and Plaza, Library, Glenloch, or other facilities as determined by city staff.			

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Kelly Bush, Financial & Administrative Services Director 08/14/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-10 Keep Peachtree City Beautiful FY2026 Budget

Recommendation:

Approve the fiscal year 2026 budget for Keep Peachtree City Beautiful, Inc. (KPTCB).

Discussion:

As part of the intergovernmental agreement between the City of Peachtree City and Keep Peachtree City Beautiful, a 501(c)(3) a component unit of the City beginning in fiscal year 2012, an annual budget for the organization must be presented to Council. Attached please find a copy of the fiscal year 2026 budget for your approval. The budget has been approved by the Keep Peachtree City Beautiful Board of Directors.

Budget Impact:

The waste haulers franchise fees included in this budget in the amount of \$136,992 agree with the City's franchise fee collections and quarterly disbursements to KPTCB recorded in a City Special Revenue Fund.

Attachments:

1. FY26 KPTCB Budget



Revenue	FY25 Original	FY25 Amended	FY26 Adopted	Variance
Waste Haulers Franchise Fees	\$ 46,783.00	\$ 140,353.00	\$ 136,992.00	\$ (3,361.00)
Recyclables/Fees	\$ 5,321.00	\$ 5,321.00	\$ 5,321.00	\$ -
Litter/Compost Contract	\$ 50,388.00	\$ 50,388.00	\$ 50,388.00	\$ -
Cart Path Litter/Trash	\$ 45,760.00	\$ 45,760.00	\$ 45,760.00	\$ -
Line Creek Litter/Trash	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ -
Recycle PTC Subsidy	\$ 6,430.00		\$ -	\$ -
Surplus Carryover (Fund Balance)	\$ 13,855.00		\$ -	\$ -
Total Revenue	\$ 176,337.00	\$ 249,622.00	\$ 246,261.00	\$ (3,361.00)

Expenditures	FY25 Original	FY25 Amended	FY26 Adopted	Variance
Purchased/Contracted Services:				
Professional Services Tax/990 Preparation	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 1,000.00
Contract Services Bin Pulls	\$ 42,200.00	\$ 42,200.00	\$ 42,200.00	\$ -
Repairs & Maint Equipment	\$ 2,956.00	\$ 2,956.00	\$ 2,956.00	\$ -
Repairs & Maint Vehicles Trucks	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -
Rental/Lease Cubesmart	\$ 2,580.00	\$ 2,580.00	\$ 4,224.00	\$ 1,644.00
Cardboard Compactor	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ -
Office/Utilities	\$ 2,200.00	\$ 2,200.00	\$ 6,600.00	\$ 4,400.00
Insurance Dir/Officer	\$ 725.00	\$ 725.00	\$ 725.00	\$ -
Worker's Comp	\$ 1,600.00	\$ 1,600.00	\$ 4,800.00	\$ 3,200.00
General Liability	\$ 730.00	\$ 730.00	\$ 730.00	\$ -
Other	\$ 200.00	\$ 200.00	\$ 200.00	\$ -
Communications Verizon	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ -
Printing & Duplication	\$ 2,617.00	\$ 2,617.00	\$ 2,617.00	\$ -
Postage Office	\$ 120.00	\$ 120.00	\$ 120.00	\$ -
Dues & Fees KAB	\$ 250.00	\$ 250.00	\$ 250.00	\$ -
Other	\$ 450.00	\$ 450.00	\$ 3,950.00	\$ 3,500.00
Contract Labor	\$ 97,383.00	\$ 170,668.00	\$ 148,800.00	\$ (21,868.00)
Total Purchased/Contracted Services	\$ 163,511.00	\$ 236,796.00	\$ 228,672.00	\$ (8,124.00)
Supplies:				
Office Supplies	\$ 900.00	\$ 900.00	\$ 1,800.00	\$ 900.00
Operating Supplies Materials	\$ 3,826.00	\$ 3,826.00	\$ 4,089.00	\$ 263.00
Gasoline	\$ 6,500.00	\$ 6,500.00	\$ 8,500.00	\$ 2,000.00
Small Tools & Equipment	\$ 800.00	\$ 800.00	\$ 1,600.00	\$ 800.00
Uniforms Shirts/Vests	\$ 800.00	\$ 800.00	\$ 1,600.00	\$ 800.00
Total Supplies	\$ 12,826.00	\$ 12,826.00	\$ 17,589.00	\$ 4,763.00
Total Expenditures	\$ 176,337.00	\$ 249,622.00	\$ 246,261.00	\$ (3,361.00)

FY24 Revenue - Actual	\$	116,362.00	
transfers in	\$	47,267.00	
FY24 Expense - Actual	\$	173,512.00	
Beginning Fund Balance	\$	60,352.47	
	\$	(9,883.00)	
Ending Fund Balance	\$	50,469.47	20%

** Budget was amended on 11/17/2024 when the Franchise Fees increased from \$1 per customer per quarter to \$1 per customer per month.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Tyler Runyon, Convention and Visitors Bureau Executive Director 08/14/2025
Kelly Bush, Financial & Administrative Services Director 08/14/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-11 Convention and Visitors Bureau FY2026 Budget

Recommendation:

Approve the fiscal year 2026 budget for the Peachtree City Convention and Visitors Bureau (CVB).

Discussion:

The Peachtree City CVB Board of Directors met on July 16th, 2025 and unanimously approved the FY2026 Proposed Budget. Attached, please find a copy of the fiscal year 2026 budget for your review.

Budget Impact:

The Convention and Visitors Bureau is funded entirely through hotel/motel tax and hosted events.

Attachments:

1. Presentation Workbook FY26

	FY2025			FY2026 Adopted Budget			
	As of May 31, 2025			Budget Request	% Of Budget	Variance	% Change
	Current Budget	Actual	Projected				
Sources of Funds							
Total Sources of Funds:	\$ 1,044,586	\$ 488,880	\$ 1,044,586	\$ 1,052,586	100%	\$ 8,000	1%
	FY2025			FY2026 Adopted Budget			
	As of May 31, 2025			Budget Request	% Of Budget	Variance	% Change
	Current Budget	Actual	Projected				
Expenses							
Total Contractual Labor	\$ 400,842	\$ 273,752	\$ 400,842	\$ 423,127	40%	\$ 22,285	6%
Total Sales/Marketing/Promotion	\$ 518,894	\$ 258,477	\$ 518,894	\$ 508,919	48%	\$ (9,975)	-2%
Administrative & General Operations	\$ 124,850	\$ 94,692	\$ 124,850	\$ 120,540	11%	\$ (4,310)	-3%
Total Capital Expenditures	\$ -	\$ -	\$ -	\$ -	0%	\$ -	0%
Total Expenses	\$ 1,044,586	\$ 626,921	\$ 1,044,586	\$ 1,052,586	100%	\$ 8,000	1%
Change in Net position	\$ -	\$ (138,040)	\$ -				
Net position, beginning of year	\$ 661,835	\$ 661,835	\$ 661,835				
Net position, end of year	\$ 661,835	\$ 523,795	\$ 661,835				

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM:

Yasmin Julio, City Clerk/ Director of Executive Services	08/14/2025
Shayla Reed, Planning Director	08/14/2025
Janet Moon, Police Chief	08/14/2025
Kelly Bush, Financial & Administrative Services Director	08/15/2025
Justin Strickland, City Manager	08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-12 Ordinance #1239 Alcohol Ordinance Amendment

Recommendation:

Approve Ordinance #1239 Alcohol Tastings, Change to Public Hearings, and Enforcement.

Discussion:

At the August 7, 2025, meeting, the Council requested staff to bring back an amended ordinance for adoption relating to alcohol tastings for distilled spirits at package stores. After reviewing the updates to state law as well as some other issues with the alcohol ordinance, staff is presenting the following changes:

1. Consolidate the tasting permits from a wine tasting permit and growler sampling permit to an alcohol tasting permit. This would allow retail package dealers to allow tastings depending on their permit type. This matches how it is listed in state law, as dealers are only allowed 52 tastings per year, no matter the type of permit.
2. Remove the hearing requirements for new alcohol licenses. State law does not require hearings for new alcohol licenses. The change to the ordinance will still require Council approval for new licenses, but it eliminates the hearing requirement.
3. Authorizing code enforcement officers to assist with enforcing the city ordinance under section 6-126. Currently, the police are the only officials authorized to conduct periodic checks. Code enforcement and the Police department have both requested that this ordinance be amended to include code enforcement officers.

Budget Impact:

Legal advertisements expenses for alcohol related public hearings will be reduced, and revenue from new tasting permits could increase.

Attachments:

1. Chapter 6 Alcohol amendment

Chapter 6 ALCOHOLIC BEVERAGES¹

ARTICLE I. IN GENERAL

Sec. 6-1. Authority to regulate alcoholic beverages in city.

The provisions of this chapter are ordained under and by virtue of the authority granted by:

- (1) O.C.G.A. § 3-4-49, authorizing a municipality voting in favor of the issuance of licenses for the manufacture, possession, distribution and sale by the package of distilled spirits, to adopt all reasonable rules and regulations as may fall within the police powers of the municipality to regulate any such business;
- (2) O.C.G.A. § 3-4-90, authorizing each such municipality to issue licenses, through ordinance, to sell distilled spirits for beverage purposes by the drink, the sales to be for consumption only on the premises;
- (3) O.C.G.A. § 3-4-110, granting such municipality the full power to adopt all reasonable rules and regulations governing the conduct of any such licensee, including but not limited to the regulation of hours of business, types of employees, and other matters which may fall within the police powers of such municipality;
- (4) O.C.G.A. §§ 3-5-40 and 3-5-42, authorizing municipal licenses for the business of manufacturing, distributing and selling malt beverages at wholesale and retail; and
- (5) O.C.G.A. § 3-6-40, authorizing municipal licenses for the manufacturing, distributing and selling wine at wholesale and retail; and
- (6) O.C.G.A. § 3-15-2, granting such municipality the full power to adopt other terms, conditions and limitations relating to tasting events.

(Code 1980, § 3-1)

Sec. 6-2. Definitions.

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

Alcoholic means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means all alcoholic, distilled spirits, beer, malt beverage, wine, or fortified wine.

¹Cross reference(s)—Drunk or disorderly persons, § 50-8; drinking alcoholic beverages in public, § 50-9; intoxication in parks, § 54-7.

State law reference(s)—Georgia Alcoholic Beverage Code, O.C.G.A. § 3-1-1 et seq.; authority to adopt rules and regulations relating to manufacture, sale and distribution of distilled spirits, O.C.G.A. § 3-4-49.

Approved containers means a tamper evident container that:

- (1) Does not contain openings or straw holes;
- (2) Is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with; and
- (3) Has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.

Art shop. A retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts; or to selling and displaying portraits, paintings, sculptures, art supplies and similar artwork and crafts. An art shop shall not allow activities that would cause the business to be an "adult entertainment establishment" as defined in chapter 10, article II of this Code.

Broker means any person who purchases or obtains an alcoholic beverage from an importer, distillery, brewery, or winery and sells the alcoholic beverage to another broker, importer, or wholesaler without having custody or possession of the alcoholic beverage or maintaining a stock of the alcoholic beverage.

Brown bagging means the act of patrons entering any restaurant, private club, or other establishment providing food or entertainment in the normal course of business and bringing in and consuming the patron's own alcoholic beverage.

Brown bag establishment means any restaurant, private club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' own alcoholic beverages.

Caterer means any person who prepares food and furnishes beverages, but not alcoholic beverages, for consumption off the premises of a food service facility or restaurant for a special event.

Close corporation means a domestic corporation which does not have:

- (1) More than five stockholders;
- (2) A corporation as a shareholder; or
- (3) More than one class of stock.

Curbside pick-up means when a licensee furnishes purchased goods to a customer's vehicle within a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including but not limited to all fortified wines.

Food service establishment means any establishment holding a valid food service permit from a respective county health department.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes but is not limited to brandy.

Growler means glass, plastic or other type of container, not less than 12 ounces or more than 64 ounces, used to hold specialty malt beverages such as beer and hard cider, which are dispensed from a tap and sealed airtight before being sold to the customer for off-premises consumption.

Growler retailer means a person or entity that holds a current retail package (malt beverage) license from the city for the sale of malt beverages pursuant to subsection 6-36(a)(4) and a valid current alcohol license from the state and sells specialty malt beverages in growlers. A growler retailer does not include any retailer that sells distilled spirits or that holds a consumption license from the city.

Hotel means a building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 50 or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms, with adequate and sanitary kitchen and a seating capacity of at least 40, where meals are regularly served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a lounge or restaurant, or both, on their premises; and the holder of such franchise shall be included in the definition of hotel hereunder. If more than one franchise is granted, such franchise will be considered an additional licensee under this chapter.

Individual means a natural person not a corporation.

Interest in license means an individual's having an interest in a license if he:

- (1) Is the owner of the license.
- (2) Is a co-owner of the license.
- (3) Is a partner in any partnership that owns an interest in a license.
- (4) Is a stockholder in any corporation which owns an interest in a license.
- (5) Shares in any income or corpus of any trust fund having any interest in a license to sell at retail.

License representative means, if a license representative is required, a resident of the state and a manager of the business who is on the premises on a regular basis.

Licensee for all businesses means that:

- (1) The licensee shall be at least 21 years of age.
- (2) If the business is to be operated by an individual, the licensee shall be that individual.
- (3) If the business is to be operated by a partnership, the licensee shall be an individual who is a partner; or, if all partners are nonindividuals, then the licensee shall be an individual who is an officer of any corporation which is a partner, or an individual who is an officer, manager or agent of any unincorporated entity which is a partner.
- (4) If the business is to be operated by a close corporation, corporation or similar business entity, the licensee shall be either an officer of the corporation or the registered agent of the corporation.
- (5) If the licensee is a resident of the state and a manager of the business who is on the premises on a regular basis, the licensee may also be the license representative of the business. If not, a license representative shall be named in accordance with this chapter.

Malt beverage means any alcoholic beverage obtained by the fermentation or any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume, and including, but not limited to, ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage and:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits;
- (2) In the case of malt beverages, any brewery; and
- (3) In the case of wine, any vintner.

Minor means any person under the age of 21 years.

Mixed drink means a beverage prepared by combining distilled spirits with nonalcoholic liquid or liquids and that;

- (1) Is prepared on the day of the sale by an employee of the licensee;
- (2) Contains no more than three ounces of distilled spirits; and
- (3) Is sealed in an approved container.

Package means a bottle, can, keg, barrel or other original consumer container.

Permitted location means a building, premises or location for which a permit is required pursuant to this chapter and shall include a premises and a licensed premises as defined herein.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit.

Premises means a definite enclosed area or other outside area with controlled ingress and egress wherein spirituous liquors, alcoholic beverages, malt beverages or wine shall be manufactured; sold and consumed; and/or sold by the package to be consumed elsewhere.

Private residence means an occupied house, dwelling or structure in a residential zoning district wherein families reside.

Retail consumption dealer means any person who sells alcoholic beverages for consumption on the premises or for curbside pick-up at retail.

Retail grocery store means a store which carries groceries as at least 51 percent of its inventory. For purposes of this section, the term "groceries" does not include alcoholic beverages, gasoline, diesel fuel, motor oil, grease or other petroleum products used for the maintenance or operation of motor vehicles.

Retail package dealer means any person who sells alcoholic beverages in unbroken packages for consumption off the premises at retail.

Special event or *private function* means any organized activity having as its purpose entertainment, recreation and/or education, such as a festival, party, reception, celebration or assembly which occurs or takes place on private or public property.

Twenty-one years of age and up special event means a special event for which the primary intended purpose is consumption or tasting of alcoholic beverages if more than 50 percent of the expected gross revenue will be derived from the sale of alcoholic beverages, to include the sale of tickets that allow access to, or redemption of, alcoholic beverages.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, grapes, or other natural products by natural fermentation. Wine includes but is not limited to all sparkling wines, champagnes, combinations of such beverages, vermouths, sake, natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage.

(Code 1980, § 3-2; Ord. No. 912, § 1, 11-1-2007; Ord. No. 923, § 1, 12-6-2007; Ord. No. 1051, § 1, 11-8-2012; Ord. No. 1062, § 1, 6-6-2013; Ord. No. 1136, § 1, 11-2-2017; Ord. No. 1177, § 1, 2-20-2020; Ord. No. 1202, § 1, 10-6-2022; Ord. No. 1220, § 1, 6-20-2024)

Cross reference(s)—Definitions generally, § 1-2.

Secs. 6-3—6-35. Reserved.

ARTICLE II. LICENSING²

DIVISION 1. GENERALLY

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

- (a) Licenses for the sale of alcoholic beverages shall be issued by the city clerk at an annual license fee to be established by city council resolution for the following:
- (1) Retail consumption dealer (distilled spirits);
 - (2) Retail package dealer (distilled spirits);
 - (3) Retail consumption dealer (malt beverage);
 - (4) Retail package dealer (malt beverage);
 - (5) Retail consumption dealer (wine);
 - (6) Retail package dealer (wine);
 - (7) Wholesale dealer (distilled spirits);
 - (8) Wholesale dealer (malt beverage);
 - (9) Wholesale dealer (wine);
 - (10) Manufacturer (distilled spirits);
 - (11) Manufacturer (malt beverage);
 - (12) Manufacturer (wine);
 - (13) Retail consumption dealer—Additional license;
 - (14) Qualifying location permit (distilled spirits, malt beverages and wine);
 - (15) Special event alcohol permit;
 - (16) Retail consumption dealer (distilled spirits, malt beverage, wine) Frederick Brown, Jr., Amphitheater;
 - (17) [Tasting permit \(supplemental to retail package dealer for wine, malt beverage and/or distilled spirits\);](#) ~~Wine tasting permit (supplemental to retail package dealer for wine or retail package dealer for wine and malt beverage);~~
 - ~~(18) Growler sampling permit (supplemental to retail package dealer for malt beverage or wine and malt beverage);~~
 - ~~(19) —~~

²State law reference(s)—Local permit or license required for wholesale or retail sales of alcoholic beverages, O.C.G.A. § 3-3-2(a); governing authority to set forth ascertainable standards pertaining to the granting, refusal, suspension or revocation of alcoholic beverage permits or licenses, O.C.G.A. § 3-3-2(b)(1).

(18) Broker (malt beverage);

(2190) Broker (wine); and

(2120) Broker (distilled spirits).

- (b) Wholesale dealers are not required to pay a license fee pursuant to subsection (a)(7), (8) and (9) of this section unless the wholesaler or his agent delivers alcoholic beverages at the time the order is taken or unless the wholesaler's business is located within the city limits.
- (c) The fee for the retail consumption license issued for the Frederick Brown, Jr., Amphitheater shall be 50 percent of the annual fee established by city council; provided, however, that if the licensee holds another retail consumption license within the city the fee shall be 25 percent of the annual fee established by the city council.
- (d) All licenses issued in this article shall constitute a mere grant of a privilege to carry on such business during the term of the license subject to all the terms and conditions imposed by this chapter and related laws, applicable provisions of this Code, and other ordinances and resolutions of the city relating to such business.
- (e) Both the licensee and the license representative shall be the authorized and duly constituted agent for service of all notices and processes required to be served on or given under this article for any action or proceeding or uses of any nature whatsoever permitted under the provisions of this chapter or under any other provisions of this Code.

(Code 1980, § 3-3; Ord. No. 912, § 2, 11-1-2007; Ord. No. 923, § 2, 12-6-2007; Ord. No. 968, § 1, 2-19-2009; Ord. No. 1039, § 1, 1-5-2012; Ord. No. 1051, § 2, 11-8-2012; Ord. No. 1077, § 1, 5-1-2014; Ord. No. 1136, § 2, 11-2-2017; Ord. No. 1177, § 2, 2-20-2020; Ord. No. 1220, § 1, 6-20-2024)

Sec. 6-37. Contents of application for license.

- (a) All persons desiring to obtain a license under this chapter for the sale of alcoholic beverages shall apply to the city council upon forms to be prepared and provided by the city clerk. Such applications shall state:
 - (1) The location of the proposed business;
 - (2) The nature and character of the proposed business;
 - (3) If the business is to be operated by an individual, the name and address of that individual;
 - (4) If the business is to be operated by a partnership, the names and addresses of all general partners, the licensee and the license representative;
 - (5) If the business is to be operated by a close corporation, the names and addresses of all officers, directors, stockholders, licensee and license representative;
 - (6) If the business is to be operated by a corporation, other than a close corporation, the name of the corporation, the address of the corporate office, the name and address of the registered agent for service of process for the corporation, and the name and address of the licensee and license representative; and
 - (7) Such other appropriate information as may be required by the governing body or city clerk.
- (b) The truth of the contents of an application for a license shall be sworn to by the licensee and the license representative.
- (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.

- (d) When the license is approved, the license fee must be paid within 30 days and prior to the issuance of the license.
- (e) If the person applying fails to receive a license from the state, any license fees paid to the city shall be refunded.
- (f) Only one application form and accompanying documents must be filed for each business premises.

(Code 1980, § 3-4; Ord. No. 719, 7-15-99; Ord. No. 796, 11-21-02; Ord. No. 801, 2-6-03)

Sec. 6-38. Supporting documents to be filed with application.

Those applying for a license under this article shall submit in support of the application for license the following documents:

- (1) A certificate from a registered land surveyor showing a scale drawing of the location of the proposed premises and the shortest straight line distance from the premises to any church building, alcoholic treatment center building, school building, educational building, school grounds, college building, or college campus located within a radius of 200 yards of the premises.
- (2) The affidavit of each person whose name appears on an application for a license, pursuant to subsection 6-37(2), swearing that such person has not, within five years prior to the date of the application, been convicted of nor entered a plea of nolo contendere to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal drugs.
- (3) A copy of a deed showing the applicant to be the owner of the premises for which the license is sought or a copy of a lease showing any interest the owner of the premises has in the business for which the license is sought. The applicant for a license for retail consumption dealer at the Frederick Brown, Jr. Amphitheater shall be required only to present a copy of the contract that he has to operate as a retail consumption dealer at the amphitheater.
- (4) A certificate of the chief of police of the city certifying that each person named in an application pursuant to subsection 6-37(2) has been investigated and found not to have been convicted of nor to have entered a plea of nolo contendere to any felony or a misdemeanor relating to the sale of alcoholic beverages or illegal drugs within five years prior to the date of the application for a license.
- (5) If the same person is serving as the licensee and the license representative, he shall submit an affidavit certifying that he is at least 21 years of age, a resident of the state and a manager of the business.
- (6) If the licensee is not the license representative, an affidavit from the license representative certifying that he is at least 21 years of age, a resident of the state and a manager of the business.
- (7) Other appropriate information may be required as determined by the city clerk.

Broker license applications are exempt from providing items listed above within subsections (1) and (3).

(Code 1980, § 3-5; Ord. No. 799, 1-16-2003; Ord. No. 1166, § 1, 1-17-2019; Ord. No. 1220, § 1, 6-20-2024)

Sec. 6-39. Prohibited distances—Sale of alcoholic beverages near churches, schools, or other sites.

- (a) No license shall be issued pursuant to this article for the sale of:
- (1) Any distilled spirits in or within 100 yards of any church building or within 200 yards of any school building, educational building, school grounds, or college campus;
 - (2) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus. This subparagraph shall not apply at any location for which a license has been issued prior to July 1, 1981, nor to the renewal of such license. Nor shall this subparagraph apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application;
 - (3) Any distilled spirits, wine, or malt beverages within 100 yards of an alcoholic treatment center owned and operated by this state or any county or municipal government therein. This paragraph shall not apply to any business having a license in effect on July 1, 1981;
 - (4) Any distilled spirits, wine, or malt beverages for consumption on the premises within 100 yards of any property containing 300 housing units or fewer owned or operated by a housing authority created by O.C.G.A. tit. 8, ch. 3, art. 1, the Georgia "Housing Authorities Law." This subsection shall not apply at any location for which a license has been issued prior to July 1, 2000, nor to the renewal of such license. Nor shall this subsection apply at any location for which a new license is applied for if the sale of alcoholic beverages for consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application.
- (b) The distances referred to in subsection (a) of this section shall be measured by the shortest straight line.
- (c) Broker license is exempt from distance requirements.
- (Ord. No. 1033, § 1, 7-21-2011; Ord. No. 1220, § 1, 6-20-2024)

Editor's note(s)—Ord. No. 1033, § 1, adopted July 21, 2011, amended section 6-39 in its entirety to read as herein set out. Formerly, section 6-39 pertained to no licenses issued within prohibited distances and derived from the Code of 1980, § 3-6.

~~Sec. 6-40. Notice of application advertisement.~~Sec. 6-40. Reserved.

- ~~(a) Notice. Upon receiving an application for the sale of alcoholic beverages, the city clerk shall place an advertisement in the legal organ at least 15 days prior to the council meeting at which the application will be considered. The application shall be in the following form:~~

~~NOTICE OF APPLICATION FOR RETAIL
LICENSE TO SELL ALCOHOLIC BEVERAGES~~

~~An application has been submitted to the City Council of Peachtree City for a retail license to sell alcoholic beverages at the following location: _____. The business name is _____.
_____ has requested to be appointed as the Licensee. _____ has requested to be the License Representative. The Mayor and Council will consider the proposed application on Thursday, _____ at 7:00 p.m.~~

- ~~(b) Signs. The City Clerk shall have a sign posted upon the location of the proposed business. Said sign shall be not less than twenty four (24) inches high and thirty six (36) inches wide and shall read as follows:~~

~~ALCOHOLIC BEVERAGE LICENSE APPLIED FOR~~

(Code 1980, § 3-7; Ord. No. 719, 7-15-1999; Ord. No. 968, § 2, 2-19-2009)

Sec. 6-41. Issuance of license by city clerk.

- (a) Upon approval of the application for license by the council, and the timely payment of the license fee, the city clerk shall issue the appropriate license for the year in which approval was granted.
- (b) If issued to a corporation, the license shall be issued in the name of the corporation, the licensee and the license representative.
- (c) If issued to a partnership, the license shall be issued in the name of all the general partners, the licensee and the license representative.
- (d) If issued to an individual, the license shall be issued to that individual as licensee and license representative.

(Code 1980, § 3-8; Ord. No. 719, 7-15-1999)

Sec. 6-42. Renewal of licenses by city clerk.

- (a) For any new license granted under this article prior to July 1, the licensee shall pay the full annual license fee.
- (b) For any new license granted under this article subsequent to July 1, the license fee shall be reduced by one-half.
- (c) The city clerk shall issue renewal licenses upon payment of the annual license fee, by the last business day in December preceding the year for which the license is sought.
- (d) The city clerk shall send a letter to all license holders on or before December 1 of each year to remind the license holders of renewal deadline for the subsequent year.

(Code 1980, § 3-9; Ord. No. 1001, § 1, 6-3-2010)

Sec. 6-43. Completion of proposed licensed premises.

- (a) Prior to the construction, renovation or completion of a licensed premises, the city council may allow a license to be issued only if plans for the proposed premises comply with applicable provisions of this chapter.
- (b) However, no sales of alcoholic beverages shall be allowed upon the premises until they are completed according to the plans submitted and unless all other provisions of this chapter are complied with.

(Code 1980, § 3-10)

Sec. 6-44. Time limit for commencement of business in licensed establishment; forfeiture for nonuse.

- (a) All holders of licenses under this article must within six months after the issuance of the license open the establishment referred to in the license with the exception of the holder of any license for retail consumption at the Frederick Brown, Jr. Amphitheater who must open the establishment at the amphitheater during those events permitted under section 54-7. If the license holder fails to open the licensed establishment or receive a time extension from the city council within the six-month period or, in a

case of the license holder for the amphitheater before the next event which would allow the sale of alcohol according to the terms of section 54-7, the license shall be canceled and all fees forfeited.

- (b) Any holder of a license who, after beginning operation, ceases to operate the business for a three-month period automatically forfeits his license; and the license shall be automatically canceled.

(Code 1980, § 3-11)

Sec. 6-45. Wholesale licensees authorized to sell to retail licensees.

- (a) Wholesale licenses shall be issued only to those persons who are licensed by the state to sell and distribute alcoholic beverages at wholesale.
- (b) Upon payment of the required fee, the city clerk shall issue wholesale licenses if the person applying proves to the clerk's satisfaction that he is licensed to sell at wholesale by the state.
- (c) Licensed wholesalers of distilled spirits, malt beverages or wine under the provisions of this section may sell at wholesale to any person licensed as provided in this article. Persons licensed under this article may purchase from a licensed wholesaler at wholesale in accordance with their license.

(Code 1980, § 3-12)

Sec. 6-46. Excise tax; report; penalty for failure to file; payment.

- (a) In addition to the annual license fee required for the sale of alcoholic beverages, there is levied an excise tax computed as follows:
 - (1) For distilled spirits, the maximum allowed as provided in O.C.G.A. § 3-4-80;
 - (2) For foreign and domestic wines, the maximum allowed as provided in O.C.G.A. § 3-6-60 except as exempt in O.C.G.A. § 3-6-70; and
 - (3) For malt beverages, the maximum allowed as provided in O.C.G.A. § 3-5-80 except as exempt in O.C.G.A. § 3-5-90.
- (b) The excise tax levied under subsection (a)(1), (2) and (3) of this section shall be paid and collected in the following manner: Except for alcoholic beverages sold directly to consumers on the premises of a licensed manufacturer, taxes shall be paid by the wholesale dealer on or before the 20th day of the month following the calendar month in which the beverages are sold or disposed of within the city by the wholesale dealer. In the case of alcoholic beverages sold directly to consumers on the premises of a licensed manufacturer, the taxes shall be paid by the manufacturer on or before the 20th day of the month following the calendar month in which the beverages are sold or disposed of within the city by the manufacturer. The wholesale dealer or manufacturer, as the case may be, shall also file a report itemizing for the preceding calendar month the exact quantities of alcoholic beverages by size and type of container, sold during the month within the city, except that manufacturers do not have to report alcoholic beverages sold to wholesalers. The wholesale dealer or manufacturer, as the case may be, shall file the report and pay the tax at the office of the city clerk.
- (c) The failure to make a timely report and remittance shall render the defaulting licensee liable for a penalty equal to ten percent of the total amount due during the first 30-day period following the date such report and remittance were due and a further penalty of 25 percent of the amount of such remittance for each successive 30-day period or any portion thereof, during which such report and remittance are not filed or paid.

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- (d) The filing of a false or fraudulent report shall render the dealer making the report liable for a penalty equal to 50 percent of the amount of the remittance which would be required under an accurate and truthful report, and shall also constitute grounds for probation, suspension or revocation of such license, and shall also constitute a violation of the ordinances of the city for which the offender may be convicted in the municipal court as provided in the Charter.

(Code 1980, § 3-13; Ord. No. 794, 10-17-2002; Ord. No. 906, § 1, 9-6-2007; Ord. No. 1136, § 3, 11-2-2017)

Sec. 6-47. License transfers, change licensee, or license representative or relocation of business.

- (a) Retail alcoholic beverage licenses may be transferred from one owner to another with the approval of the city manager provided:
- (1) The business has existed at the same location and licenses have not been transferred for more than one year;
 - (2) All existing alcoholic beverage licenses issued to the existing owner for that location shall be transferred;
 - (3) All provisions of section 6-37 shall be completed by the new owner except for subsection (d) provided license fees are current; and
 - (4) All provisions of section 6-38 shall be completed by the new owner except for subsection (a) provided such information was previously supplied by the existing owner or previous owners and has not changed.
- (b) All requests for a change in licensee or license representative must be approved by the city manager and shall provide all appropriate information or supporting documents required under sections 6-37 and 6-38 as outlined in an approved form to be supplied by the city clerk for that purpose.
- (c) So long as there is no change in ownership, a temporary license representative may be appointed by the licensee for a period not to exceed 45 days, subject to the following conditions:
- (1) The temporary license representative makes application by providing all appropriate information or supporting documents required under sections 6-37 and 6-38 as outlined in an approved form to be supplied by the city clerk for this purpose;
 - (2) The application is approved by the city manager prior to the issuance of an amended license;
 - (3) There shall be no residence requirement for a temporary license representative; and
 - (4) There shall be no extension of the 45-day period of operation for any temporary license representative without approval of the city manager.
- (d) All business relocations must be approved by the city manager, and the licensee and license representative shall provide all appropriate information and supporting documents as required under sections 6-37 and 6-38. Requirements of section 6-40 relating to advertising must be met. Additional license fees shall not be required if fees are current.
- (e) Any violation of this section shall constitute due cause for probation, suspension or revocation of the license or licenses granted by the council.
- (f) Broker license is non-transferable.

(Code 1980, § 3-14; Ord. No. 798, 1-16-2003; Ord. No. 964, § 1, 12-18-2008; Ord. No. 1220, § 1, 6-20-2024)

Sec. 6-48. Standards to be applied by city council in granting licenses.

The standards to be applied by the city council acting in his or her judicial capacity to grant or deny a license shall include whether, in the best judgment of the council, the applicant, based on all information obtained in the application process, possesses the qualities of sound judgment and discretion necessary for one who dispenses alcoholic beverages to the public generally.

(Code 1980, § 3-14.1)

Sec. 6-49. Applicants meeting standards will be granted license; reason for denial to be given in writing.

All applicants for a license meeting the ascertainable standards of this chapter will be granted the license or licenses requested, ~~upon the hearing~~, and the council in applying the facts to the licensing criteria will act in a judicial capacity. Whenever an application for a license is denied by the council, the reasons for such denial shall be stated in writing and entered upon the minutes.

(Code 1980, § 3-15)

Sec. 6-50. State alcohol licenses required.

- (a) All holders of licenses under this article must obtain the appropriate state alcohol licenses within 90 days from the date the city license is granted. Written proof must be provided to the city clerk within 90 days. Failure to obtain the required state licenses will result in a forfeiture of the city license on the first business day following the 90 days granted above. If the state declines to approve the request for an alcohol license, the city will return all fees paid with the exception of the application fee.
- (b) All holders of city licenses must keep their state license in good standing. Any failure to keep the state license in effect will result in an immediate forfeiture and loss of the city license.

(Code 1980, § 3-16; Ord. No. 1001, § 2, 6-3-2010)

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

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

39, or shall not fail to meet all requirements of the building inspector, the fire marshal, the city engineer, and the planning director for an on-premises pouring outlet, and shall possess a permit as a "permitted location" pursuant to this chapter. The applicant for a qualifying location permit shall submit a plat of survey prepared by a state registered land surveyor showing the distances set forth in this chapter with the application for the qualifying location permit.

- (d) It shall be unlawful for any person to furnish or sell and serve alcoholic beverages by the drink at a private function or special event at a permitted location unless food is also served at the private function or special event.
- (e) Alcoholic beverages furnished or sold and served by the drink at a private function or special event may be consumed only on the premises; and may not be removed from the premises in an open container.
- (f) It shall be unlawful for any alcoholic beverages to be sold at a private function or special event, i.e. "no cash bar" sales will be permitted, unless the permitted location also holds an on premises consumption license for alcoholic beverages.
- (g) Locations, premises or buildings for which an on-premises consumption license has been issued pursuant to this chapter shall be deemed a "permitted location" under this section without further application; however, alcoholic beverages may not be sold or dispensed from the area or premises licensed for the sale and dispensing of alcoholic beverages on Sundays in violation of this chapter; provided, however, that if an on premises consumption licensee provides a separate room, not accessible to the regular public or customers of the licensed establishment, where the alcohol is purchased, furnished and served not by the on premises consumption licensee but by the person holding the private function or special event may qualify as a permitted location for the serving of alcoholic beverages in accordance with this section.
- (h) Alcoholic beverages sold by the package at a special event may not be consumed on the premises. Special event alcohol permits for package sales shall be issued for beer and wine only, and shall not include spirituous liquors.
- (i) For "21 years of age and up special events," as defined in section 6-2, hosted on city-owned property, shall require the applicant to submit a plan to contain the event area by a physical barrier with designed control of ingress and egress. The plan must be approved by the city manager or designee before the special event permit will be approved.
- (j) The "permitted location" licensee shall be responsible for any violation of this chapter which occurs at the "permitted location" whether by the licensee's employees or agents, a caterer or their employees or agents, or a lessee or invitee of the licensee, their lessee or invitees or any of their employees or agents except at designated city-owned "permitted locations" provided within this section, at which time the "special event alcohol permittee" as set forth in section 6-52 shall be responsible for any violation of this chapter which occurs at the city-owned "permitted location."
- (k) The times for sales of alcoholic beverages set forth in section 6-123 except that serving without sale of alcoholic beverages at a special event at a permitted location for a special event not otherwise required to be licensed or licensed hereunder for the sale of alcoholic beverages for consumption on the premises only shall be permitted on Sunday between the hours of 12:30 p.m. and 12:00 midnight.
- (l) The following city-owned facilities shall be recognized as "permitted locations" and shall not require an annual qualifying location permit:
 - (1) Drake Field.
 - (2) Shakerag Knoll (malt and wine only).
 - (3) The Gathering Place (Senior Center).
 - (4) Frederick Brown Jr. Amphitheater.

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- (5) Peachtree City Dog Park.
 - (6) William Davis BMX Track.
 - (7) McIntosh Place.
 - (8) Luther Glass Park/Three Ponds.
 - (9) Kedron Fieldhouse.

(Ord. No. 923, § 2, 12-6-2007; Ord. No. 1077, § 2, 5-1-2014; Ord. No. 1177, § 2, 2-20-2020; Ord. No. 1187, § 1, 2-18-2021)

Sec. 6-52. Special event alcohol permits.

- (a) In order to serve wine, and/or beer and malt beverages, and/or distilled spirits at a private function or special event, or to sell wine and/or beer and malt beverages at a special event at a permitted location, the person organizing the private function or special event shall be required to:
 - (1) Apply to the city for a "special event permit." The application shall include the name and business address of any caterer providing food service for the private function or special event, the date, time and location of the event, which location must be a permitted location as set forth in this chapter or otherwise exempt as set forth under this chapter.
 - (2) Pay the cost of such permit as set forth in section 6-36; provided, however that special event permits for events that are less than five consecutive days in duration and held at qualified locations that are owned by governmental entities shall be five percent of the annual permit fee.
 - (3) For 21 years of age and up special events to be hosted on city-owned property, the applicant shall submit a plan to contain the event area with a physical barrier with controlled points of ingress and egress. The plan must be approved by the city manager or designee before the special event alcohol permit is approved.

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

- (b) The "special event alcohol permit" shall be maintained at the site of the private function or special event during the hours alcoholic beverages are served.
- (c) Special event alcohol permits issued for "21 years of age and up special events" shall require no persons under the age of 21 be allowed within the permitted location.
- (d) The city manager or designee shall be authorized to revoke any special event alcohol permit for a special event on city-owned property if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.
- (e) The "special event alcohol permit" licensee shall be responsible for any violation of this chapter which occurs at the event whether by the licensee's employees or agents, invitee of the licensee or invitee of the invitee of the licensee.

(Ord. No. 923, § 2, 12-6-2007; Ord. No. 1077, § 2, 5-1-2014; Ord. No. 1177, § 2, 2-20-2020)

Editor's note(s)—Ord. No. 1177, § 2, adopted Feb. 20, 2020, amended the title of § 6-52 to read as herein set out. Former § 6-52 was titled, "Special event permits."

Sec. 6-53. Exceptions.

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

(Ord. No. 923, § 2, 12-6-2007; Ord. No. 1077, § 2, 5-1-2014)

Sec. 6-54. Alcoholic Beverage Tasting Permits.

(a) Permit Types and Eligibility.

The City may issue tasting permits for the sampling of malt beverages, wine, or distilled spirits to:

1. Retail package stores licensed by the City and State for the sale of the relevant alcoholic beverage type by the package;
2. Grocery stores licensed by the City and State for the sale of the relevant alcoholic beverage type by the package, including grocery stores that sell motor fuel;

Prohibited Locations for Acquiring Tasting Permits:

- ~~Businesses that sell motor fuel but that are not grocery stores. Standalone gas stations;~~

(b) General Conditions for All Tasting Events.

Notwithstanding any other provision of this Code, and in accordance with O.C.G.A. § 3-15-2, retail package dealer licensees authorized under subsection (a) may conduct up to 52 tasting events per calendar year, subject to the following:

1. Location & Time: A tasting event shall take place only on the licensed premises and only at times when such alcoholic beverages may be lawfully sold on such premises.
2. Frequency & Duration: Only one tasting event per day may be held on the licensed premises, and each tasting event shall not exceed four hours in duration.
3. Type of Alcoholic Beverage: Only one type of alcoholic beverage (malt beverages, wine, or distilled spirits) may be served at a tasting event. Multiple brands of that type may be offered, provided that no more than four packages are open at any one time.
4. Maximum Quantities Served:
 - Malt beverages – no more than eight (8) ounces per consumer per event.
 - Wine – no more than five (5) ounces per consumer per event.
 - Distilled spirits – no more than one and one-half (1.5) ounces per consumer per event.
5. Inventory: Only alcoholic beverages the licensee is authorized to sell on the premises, and which are part of the licensee's inventory, may be offered.

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6. Food Service: Only food lawful to sell on the licensed premises may be served, and it must be offered at no cost to consumers.
 7. Right to Refuse: Any operator or employee of the licensee may refuse to serve any brand, type, or quantity of alcoholic beverage to any consumer.
 8. Notification: The licensee shall notify the city clerk's office prior to holding a tasting event.
 9. Storage of Open Packages: Any open package containing alcoholic beverages not licensed for on-premises consumption shall be kept locked in a secure room or cabinet except when in use during a tasting event.
 10. Manufacturer/Wholesaler Representatives: Representatives and salespersons of manufacturers or wholesalers may attend a tasting event but may not host, pour, or provide anything of value to consumers, the licensee, or licensee employees.
 11. Additional Local Requirements: The City may impose additional conditions, limitations, or restrictions on tasting events as necessary to protect the public health, safety, and welfare.

(c) Application, Renewal, and Revocation.

1. A tasting permit application shall be submitted to the City on forms provided by the City.
2. The one-time application fee shall be equal to the established fee for a change in license.
3. A tasting permit shall automatically renew with the renewal of the related alcoholic beverage license, unless revoked or suspended by the City.
4. The City may revoke, suspend, or impose conditions on a tasting permit for violations of this Code, State law, or other regulations governing alcoholic beverages.

Sec. 6-54. Wine tastings.

- ~~(a) A wine tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine license from the state.~~
- ~~(b) No wine tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container.~~
- ~~(c) An eligible licensee may petition the city for a wine tasting permit provided it meets all requirements of the city's alcohol beverage ordinance and presently maintains a valid license for the sale of wine by the package~~

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

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

(Ord. No. 1039, § 2, 1-5-2012; Ord. No. 1077, § 2, 5-1-2014)

Sec. 6-55. Growler-sampling permit.

- (a) ~~A growler-sampling permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of malt beverages by the package and a valid current malt beverage license from the state.~~
- (b) ~~No growler-sampling shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container. Any growler-sampling occurring on the premises shall meet the requirements set forth in subsection (g) below.~~
- (c) ~~Subject to the restrictions herein, an eligible growler retailer may petition the city for a growler-sampling permit provided it meets all requirements of the city's alcohol beverage ordinance and presently maintains a valid license for the sale of malt beverages by the package issued by the city. A growler-sampling permit shall allow the permittee to offer or sell malt beverage samples in connection with an instructional or educational promotion, upon the request of a customer, or as part of a promotion. A growler-sampling permit is intended~~

~~to allow such activity on a limited basis to allow customers to taste small samples of unfamiliar or new malt beverages sold in growlers by the permittee.~~

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

~~(Ord. No. 1051, § 3, 11-8-2012)~~

Sec. 6-556. Manufacturers.

- (a) It shall be unlawful to operate an establishment governed under the provisions of this article without first obtaining a license from the city clerk and paying such fees and taxes as may be required by the ordinances, rules and regulations of the city.
- (b) Notwithstanding any other provision of this chapter 6, tastings and direct-to-consumer sales, including both on-premises and off-premises sales, from the licensed premises shall be permitted in accordance with state law, as amended from time to time.
- (c) Notwithstanding any other provision of this chapter 6, and in addition to on-premises sales and package sales, a licensed brewer may furnish or sell growlers directly to consumers in accordance with state law, as amended from time to time.

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- (d) Notwithstanding any other provision of this chapter 6, licensed manufacturers may sell or furnish alcohol directly to consumers on Sundays between the hours of 12:30 p.m. and 1:59 a.m., without having to satisfy any food sales requirement.

(Ord. No. 1136, § 4, 11-2-2017)

Secs. 6-576—6-70. Reserved.

DIVISION 2. SUSPENSION, REVOCATION, PROBATION

Sec. 6-71. Penalty schedule.

- (a) Within three days following a court appearance of a licensee, license representative, employee or owner of a licensed establishment in municipal court for violation of this chapter, the police chief shall submit to the city clerk an investigation report of the violation. The report will include the details of the violation and the specific section of this chapter and/or other city ordinance, or state laws that have been violated and the sentence imposed by the court.
- (b) The city clerk shall review the investigation report and the official records of the licensee and recommend to the chief administrative officer to either probate, suspend and/or probate, or revoke the license of the violator based on the penalty schedule in this section; except that no license shall be placed on probation, suspended or revoked unless there is due cause.
- (c) The chief administrative officer shall not be required to strictly adhere to the progressive penalties in the penalty schedule and is authorized to invoke a more or less severe penalty based on the circumstances of the violation, to include forwarding the violation directly to the city council for an administrative hearing. The chief administrative officer shall schedule the penalty period not earlier than 14 days following written notification of the penalty to the licensee.

Penalty Schedule

1st violation—Six-month probation

2nd violation—Seven-day suspension of license and one year probation

3rd violation—As determined by the council at an administrative hearing

Notwithstanding anything stated in this section, the chief administrative officer may, if the circumstances of any violation or potential violation warrant immediate action, refer that violation or potential violation to the city council for a hearing pursuant to section 6-74.

- (d) If there is a violation during a probation period, the licensee shall be penalized as designated in the next step of the penalty schedule plus an additional seven-day penalty period. Exception: Should a licensee not incur a violation during a 24-month period, the next violation shall be subject to the first violation penalty.

(Code 1980, § 3-70)

Sec. 6-72. Definitions.

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

Due cause consists of the violation of any laws or ordinances of the state or the city regulating the sale or use of alcoholic beverages or illegal drugs, or violation of any regulations made pursuant to authority granted for the purpose of regulating such activities, or violation of any state or federal law, or violation of any city ordinance related to the sale or use of alcoholic beverages or illegal drugs.

(Code 1980, § 3-71)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 6-73. Appeal.

A licensee may appeal within ten days the action of the chief administrative officer to the city council and request a public hearing on the violation. Such hearing shall be held within 30 days following receipt of a written request from the licensee. Upon receipt of an appeal requesting a public hearing, the chief administrative officer shall delay the penalty pending the outcome of the public hearing.

(Code 1980, § 3-72)

Sec. 6-74. Hearing to be conducted by city council.

The city council is authorized to conduct a hearing at any time when the council is on notice of a violation or potential violation of any local, state or federal regulation or law by a licensee, license representative, employee or owner of a licensed establishment in the city when such actual or potential violation would not constitute due cause for revocation, suspension or probation of the license. The licensee should be prepared to prove or show evidence of all business practices and procedures instituted to ensure compliance with this chapter and state law. The council inquiry may include, but is not limited to:

- (1) Employment standards of the licensee.
- (2) Employee direction/supervision.
- (3) Sales procedures.
- (4) Training program (initial, recurrent, verification).
- (5) Enforcement check reports.
- (6) Previous violations.
- (7) Any other ordinance deemed relevant to the violation that is the subject of the hearing.

(Code 1980, § 3-73)

Sec. 6-75. Procedure; right to counsel; cross examination of witnesses.

- (a) When a hearing is to be conducted by the city council, notice shall be sent to either the licensee or license representative personally or by certified mail at least 15 days, but not more than 45 days prior to hearing date. Notice shall state the time, place and purpose of the hearing. The times shall be counted from the date of receipt of notice by the licensee or license representative.
- (b) The licensee shall be entitled to have counsel present at any hearing brought to inquire into suspension, revocation or probation of a license, and shall have the right to cross examine witnesses against him, and to produce evidence in his own behalf.

(Code 1980, § 3-74)

Secs. 6-76—6-105. Reserved.

ARTICLE III. OPERATING REGULATIONS AND RESPONSIBILITIES

Sec. 6-106. Sales on licensed premises.

Only those individuals who are agents, clerks or employees of the licensee shall handle, sell or serve alcoholic beverages on a licensed premises.

(Code 1980, § 3-29)

Sec. 6-107. Sale to intoxicated person forbidden.

Alcoholic beverage licensees and their agents, clerks and employees are prohibited from selling, bartering, exchanging, giving, providing or furnishing any alcoholic beverage to any person who is in a noticeable state of intoxication.

(Code 1980, § 3-30)

Sec. 6-108. Possession of opened alcoholic beverage containers on streets and cart paths prohibited; exceptions.

No person shall have in their possession any opened or unsealed alcoholic beverage container in any motor vehicle on public streets and cart paths in the city, except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4.

(Code 1980, § 3-30.1; Ord. No. 974, § 1, 6-18-2009)

Editor's note(s)—Ord. No. 974, § 1, adopted June 18, 2009, changed the title of section 6-108 from "Possession of opened alcoholic beverage containers on streets and cart paths prohibited" to "Possession of opened alcoholic beverage containers on streets and cart paths prohibited; exceptions." The historical notation has been preserved for reference purposes.

Sec. 6-109. Furnishing alcoholic beverage to persons under 21 years of age.

- (a) Alcoholic beverage licensees and their agents, clerks and employees are prohibited from furnishing, or causing to be furnished, any alcoholic beverage to persons under 21 years of age.
- (b) No one under 21 years of age shall purchase, consume or knowingly have in his possession any alcoholic beverage except as permitted in this section.
- (c) No one under 21 years of age shall misrepresent his age in any manner for the purpose of obtaining illegally any alcoholic beverage.
- (d) The prohibition contained in subsection (a) of this section shall not apply when a person under 21 years of age misrepresents his age for the purpose of obtaining an alcoholic beverage, and furnishes identification document issued by a governmental agency, which includes a photograph of the person, and which shows the person's date of birth prior to the date of purchase to be equal to or more than 21 years of age.

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- (e) The prohibitions contained in this section shall not apply to the consumption of or furnishing of alcoholic beverages which are to be used for medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state or which are to be consumed and used at a religious ceremony.

(Ord. No. 794, 10-17-2002)

Editor's note(s)—Ord. No. 794, adopted October 17, 2002, repealed and reenacted § 6-109 to read as herein set out. Formerly, § 6-109 pertained to furnishing alcoholic beverages to minors and derived from the Code of 1980, § 3-31.

Sec. 6-110. Minimum age for taking alcoholic beverage orders or check-out.

- (a) No person may allow or require any person under 18 years of age to take an order for alcoholic beverages for on-premises consumption or to accept alcoholic beverages for check-out for off-premises consumption.
- (b) No person under 18 years of age may take an order for alcoholic beverages for on-premises consumption or accept alcoholic beverages for check-out for off-premises consumption.

(Code 1980, § 3-32; Ord. No. 794, 10-17-2002)

Editor's note(s)—Ord. No. 794, adopted October 17, 2002, changed the title from "minors" to "minimum age for taking alcoholic beverage orders or check-out." The provisions of § 6-110 remained unchanged.

Sec. 6-111. Wholesale licensee prohibited from owning retail license.

Any person having any financial interest in a wholesale license for the sale of alcoholic beverages shall be prohibited from having any interest in any other license under the terms of this chapter.

(Code 1980, § 3-33)

Sec. 6-112. Discrimination by wholesalers prohibited.

A wholesaler may not discriminate between retail dealers as to quantity, quality or brands sold to the retail dealer, nor use any business technique so as to control the retail dealer's business and pricing policy or in any way interfere with the free enterprise operation of the retail dealer.

(Code 1980, § 3-34)

Sec. 6-113. Package sales prohibited in certain establishments; exceptions.

The sale of alcoholic beverages by the package to be carried off the premises shall be prohibited in any restaurant, cafe, eating place, private club or in any establishment other than in a retail store or grocery store owning a retail license for the sale of alcoholic beverages to be consumed off the premises, except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4.

(Code 1980, § 3-35; Ord. No. 974, § 2, 6-18-2009)

Editor's note(s)—Ord. No. 974, § 2, adopted June 18, 2009, changed the title of section 6-113 from "Package sales prohibited in certain establishments" to "Package sales prohibited in certain establishments; exceptions." The historical notation has been preserved for reference purposes.

Sec. 6-114. Alcoholic beverage sales for cash only.

- (a) All sales of alcoholic beverages shall be for cash upon sale. Sales on credit are specifically prohibited.
- (b) The use of a credit card for the purchase of distilled spirits, malt beverages or wine shall not be prohibited provided such retail credit card represents an unqualified obligation to pay without recourse on the part of the person, institution or agency issuing such card.
- (c) Hotels and motels licensed to sell alcoholic beverages shall not be prohibited from billing guests for such alcoholic beverages provided that payment is tendered at the time such guest or guests check out or leave such hotel or motel.
- (d) The sale of alcoholic beverages by private clubs or lodges wherein all members pay all charges on a periodic basis shall not be prohibited provided the receivables from such transactions are promptly placed for collection consistent with sound business practices.
- (e) The running of a "tab" at a licensed consumption premises shall not be prohibited provided the consumer pays all charges prior to departing the premises.

(Code 1980, § 3-36)

Sec. 6-115. Persons prohibited from interest in license.

No employee of the city may hold an interest in a license issued under this chapter.

(Code 1980, § 3-37)

Sec. 6-116. Responsibility of owner of license.

- (a) All alcoholic beverage licensees and license representatives shall be responsible for the acts and conduct of their employees, agents, clerks and salespersons while in the discharge of their duties and in the course of their employment.
- (b) Each licensee shall develop and implement comprehensive initial and recurrent training programs for all employees which will effectively impart to employees detailed knowledge of all aspects of state law and city ordinance requirements on the sale of alcoholic beverages. The initial training program shall be administered to each employee prior to the sale of any alcoholic beverages by such employee with recurrent training conducted thereafter on a periodic, as-needed basis.
- (c) Licensee shall provide all employees a personal copy of the training program and require each employee to sign a permanent record maintained by the licensee verifying that all initial and recurrent training has been administered, and specifically including an acknowledgement by each employee of such employee's having read and having an understanding of all requirements of state law and city ordinance requirements on the sale of alcoholic beverages. Such record shall be made available upon request for review by city officials.

(Code 1980, § 3-39)

Sec. 6-117. Sale of alcoholic beverage without city license.

It shall be unlawful for any person to manufacture for sale, or possess for the purpose of sale, any alcoholic beverage where such person does not have a license from the city to sell or possess for sale such alcoholic beverage.

(Code 1980, § 3-40)

Sec. 6-118. Delivery by wholesaler to retailer.

Alcoholic beverages shall be received at or delivered to the retail premises by no means other than by a conveyance owned and operated by wholesale dealer. Transportation of alcoholic beverages by any other means shall be grounds for revocation of retail license or wholesale permit, and shall be punishable by the municipal court as provided by the Charter.

(Code 1980, § 3-41)

Sec. 6-119. Opening of package on premises.

No retail package dealer may allow or permit the opening of any package or the drinking of the contents on the premises where sold, except as authorized through a valid [wine tasting permit or growler sampling permit](#), [tasting permit](#) and both the person violating this article, the licensee and the license representative allowing or permitting it to be done shall be guilty of an offense.

(Code 1980, § 3-42; Ord. No. 1039, § 3, 1-5-2012; Ord. No. 1051, § 4, 11-8-2012)

Sec. 6-120. Catering at hotel functions.

Licensees for on-premises consumption outlets in hotels shall be permitted to cater hotel functions in ballrooms, meeting rooms, reception rooms, or patio areas of such hotel provided such functions are catered in connection with a meeting, conference, convention or similar type of gathering at such hotel.

(Code 1980, § 3-42.1)

Sec. 6-121. In-room service, hotels.

Any licensee operating a hotel, inn or other establishment that offers overnight accommodations to the public for hire may, if licensed by the state commissioner of revenue, provide in-room service in unbroken packages as "in-room service" is more fully defined and regulated in O.C.G.A. §§ 3-9-10—3-9-12.

(Code 1980, § 3-42.2)

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

- (a) Except as provided herein, it shall be unlawful for any sale of alcoholic beverages to be made outside of the premises licensed for such sale. All alcoholic beverages consumed on the premises of a retail consumption dealer shall be dispensed by that dealer.
- (b) Except as provided herein, any food service establishment which is licensed to sell distilled spirits for consumption on the premises may sell mixed drinks for off-premises consumption in approved containers, provided that such mixed drinks are:
 - (1) Sold to an individual 21 years of age or older who shall be limited to two mixed drinks per entrée ordered;

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- (2) Accompanied by a food order and a sales receipt within a time stamp that indicates the date and time of such purchases;
 - (3) Sold for the personal use and not for resale and picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment; provided, however, that such individual customer shall not include a delivery service or third-party agent; and
 - (4) Furnished with the accompanying food order [of] the customer on the premises or by way of curbside-pick-up.
- (c) For golf club facilities, "licensed premises" includes not only the room wherein alcoholic beverages are sold or served but shall also include the entire building where the room is located and the entire boundary of the golf course except parking lots, alleyways, public streets, public multi-use paths including paths shared with the public, and lakes. Patrons may consume the same on the licensed premises as defined above, and the following provisions shall apply:
- (1) Golf clubs shall clearly mark areas where the course intersects public streets and public multi-use paths with signs reading "Public Way—Open Containers of Alcohol Prohibited."
 - (2) Golf club staff may not sell alcohol within the prohibited distances outlined in section 6-39.
- (d) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to subsection 54-7(1).
- (Ord. No. 923, § 3, 12-6-2007; Ord. No. 1077, § 3, 5-1-2014; Ord. No. 1202, § 1, 10-6-2022)

Editor's note(s)—Ord. No. 923, § 3, adopted December 6, 2007, amended § 6-122 in its entirety to read as herein set out. Formerly, § 6-122 pertained to removal of alcoholic beverages dispensed on premises, and derived from the Code of 1980, § 3-43.

Sec. 6-123. Hours of sale; quarterly report of gross sales.

- (a) No alcoholic beverage may be sold by the package between midnight and 12:30 p.m. on Sunday.
- (b) The sale of alcohol by establishments holding licenses to sell alcohol by the drink must comply with the following criteria:
 - (1) No beer, malt beverages, wine, or distilled spirits shall be sold, dispensed, delivered, or given away to any person from 2:00 a.m. until 7:00 a.m. Monday through Saturday.
 - (2) No beer, malt beverages, wine, or distilled spirits shall be sold, dispensed, delivered, or given away to any person and from 2:00 a.m. to 11:00 a.m. on Sunday.
 - (3) Last call for any alcoholic beverage can only comprise of one regular drink per person and any such sale must be completed by 1:55 a.m. All customers of the licensee must leave the premises not later than 2:30 a.m.
 - (4) In order to promote a safe environment and to protect customers, owners, and employees of licensees, all licensees that serve alcoholic beverages between the hours of 12:00 midnight and 2:00 a.m. on any day will be required to install and properly maintain digital video equipment that will be able to record and monitor the primary customer entrance and the primary employee entrance of the licensed premises. This equipment shall be able to view, record, and clearly identify individuals that enter and leave said establishments and shall be capable of producing a retrievable image on film or tape that can be made a permanent record and enlarged through projection or other means.

All establishments with the exception of motels/hotels that serve alcoholic beverages shall be required to monitor and record the parking area closest to the primary entrance of the establishment. In the event that law enforcement needs to review an incident that occurred at the establishment, the law enforcement officer will be given immediate access to view and/or copy the recordings if so requested by said law enforcement officer. Such equipment shall be maintained in proper working order at all times and shall be subject to periodic inspection by the chief of police or his designee. If the police department is called to the licensed premises for an incident, the film or tape recording such event shall immediately be made available to the chief of police or his designee. All films, tapes, or images required by this Code section shall be retained by the licensee, in its original, viewable format, for a period of no less than 30 days after recording.

Those establishments which qualify under subsection (c) of this section may reopen at 11:00 a.m. on Sunday.

- (c) Alcoholic beverages may be sold on Sunday for consumption on premises from 11:00 a.m. to 12:00 midnight in those licensed establishments deriving at least 50 percent of annual gross sales from the sale of food provided food is available with a menu for sale and consumption. Such establishments having more than one license may sell alcoholic beverages in all licensed outlets. Further, any licensed establishment deriving at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging may sell alcoholic beverages on Sunday for consumption on premises from 11:00 a.m. to 12:00 midnight.

The license holder shall provide the city a quarterly report showing the gross sales of food service, gross sales of room rental and gross sales of alcoholic beverages. This report shall be made on a form and in a manner prescribed by the city clerk.

- (d) The sale of alcoholic beverages on election day within 250 feet of a polling place during such time as the polls are open is prohibited.

(Code 1980, § 3-44; Ord. No. 1023, § 1, 3-17-2011; Ord. No. 1037, § 1, 11-17-2011; Ord. No. 1157, § 1, 11-15-2018)

Sec. 6-124. Person not to be issued more than two retail licenses.

No person shall have an interest in nor be issued more than two package dealer (distilled spirits) licenses.

(Code 1980, § 3-45)

Sec. 6-125. Right of inspection by mayor or council.

It shall be the duty of all alcoholic beverage licensees to maintain books and records of gross receipts, invoices of alcoholic beverages received, cost of items and inventory, and to make them readily available for inspection by the mayor or by the council whenever in their judgment such inspection may be necessary.

(Code 1980, § 3-46)

Sec. 6-126. Enforcement.

- (a) Police [or code enforcement officials](#) may conduct periodic enforcement checks of all licensed establishments. Such checks may include but not be limited to:
- (1) Surveillance by plainclothes and/or uniformed officers to confirm compliance with state law and city ordinance.
 - (2) Purchase of alcoholic beverages by a young adult (21 years of age or older) to determine if identification is being checked to confirm legal age.

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- (3) Administer to employees an on-the-spot written test on this chapter.
 - (4) Attempted purchase of alcoholic beverages by a minor (20 years of age or younger) to ensure compliance with state laws and city ordinances.
 - (b) Based on the results of the checks, the police chief [or their designee](#) may conclude that employees of the licensee are not following proper alcoholic beverage sales procedures to ensure compliance with the law and/or do not possess adequate knowledge of the law based on the results of the test administered by police [or code enforcement officials](#). When this is the case, the police chief shall ensure that a follow-up check is conducted within 30 days.
 - (c) The police chief [or their designee](#) shall forward to the city clerk within five working days a report of each enforcement check containing the details of the check, to include sales procedures, identification card checks, test results, etc. Based on the report, the city clerk will either:
 - (1) Meet with the licensee and/or license representative to discuss the report and necessary corrective actions. A copy of the report shall be provided the licensee and also a copy retained in the licensee's official city file.
 - (2) Forward a congratulatory letter to the licensee advising that there appears to be an effective alcoholic beverage sales program in place based on the police enforcement check report. A copy of the letter shall be retained in the licensee's official city file.

(Code 1980, § 3-47)

Sec. 6-127. Reserved.

Editor's note(s)—Ord. No. 1177, § 3, adopted Feb. 20, 2020, repealed § 6-127, which pertained to alcoholic beverage handling permits and derived from Ord. No. 829, adopted May 20, 2004; Ord. No. 943, § 1, adopted May 15, 2008; Ord. No. 987, § 1, adopted Sep. 17, 2009; and Ord. No. 1040, § 1, adopted Jan. 19, 2012.

Sec. 6-128. Reserved.

Editor's note(s)—Ord. No. 1177, § 3, adopted Feb. 20, 2020, repealed § 6-128, which pertained to alcoholic beverage handling permit revocation proceedings and derived from Ord. No. 829, adopted May 20, 2004; Ord. No. 943, § 2, adopted May 15, 2008; and Ord. No. 987, § 2, adopted Sep. 17, 2009.

Sec. 6-129. Possession to give away in order to induce trade.

It shall be unlawful for any person to keep on hand for the purpose of giving the same away to induce trade, any fermented beverages made in whole or in part from malt, or any similar fermented beverages, wine or distilled spirits that contain more than one-half of one percent of alcohol by volume.

(Ord. No. 923, § 3, 12-6-2007)

Sec. 6-130. Brown bagging, brown bag establishments prohibited; exceptions.

- (a) Except as provided herein, "brown bagging" and "brown bag establishments" as defined in this chapter shall be prohibited within the city.
- (b) Exceptions. The foregoing prohibition in subsection (a) of this section is subject to the following specific exceptions:

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- (1) Furnishing of wine by a patron of a restaurant. Any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to bring into the restaurant one unopened bottle of wine for consumption on the premises. In order for this provision to apply, the restaurant must establish a policy for permitting same and must charge a minimum corkage fee of \$10.00 per bottle. Nothing in this section shall be deemed to require a restaurant to allow brown bagging. Any wine not consumed at a restaurant shall be disposed of at the premises and not carried out in an open container except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4(c). The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to subsection 54-7(1).

(Ord. No. 923, § 3, 12-6-2007; Ord. No. 1202, § 1, 10-6-2022)

Secs. 6-131—6-160. Reserved.

ARTICLE IV. TAXATION OF BEVERAGES BY THE DRINK³

Sec. 6-161. Definitions.

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

Agent means the license representative.

Drink means any alcoholic beverage served for consumption on the premises which may or may not be diluted by any other liquid.

Monthly period means the calendar months of any year.

Purchase price means the consideration received for the sale of alcoholic beverages by the drink valued in money, whether received in cash or otherwise, including all receipts, cash, credits and property or services of any kind or nature, and also the amount for which credit is allowed by the licensee to the purchaser, without any deduction whatsoever.

Purchaser means any person who orders and gives present or future consideration for any alcoholic beverages by the drink.

Tax means the tax imposed by this article.

(Code 1980, § 3-80)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 6-162. Tax levied.

There is imposed and there shall be paid a tax of three percent of the purchase price of every sale of an alcoholic beverage (but not including malt beverages, fermented wines or fortified wines) purchased by the drink

³Cross reference(s)—Taxation, ch. 74.

State law reference(s)—Authority to impose excise tax on sale of distilled spirits by the drink, O.C.G.A. § 3-4-130.

in the city. Sales of mixed drinks for off-premises consumption shall be taxed in accordance with O.C.G.A. §§ 3-4-130—3-4-133.

(Code 1980, § 3-81; Ord. No. 1202, § 2, 10-6-2022)

Sec. 6-163. Collection of tax; information to city.

Every licensee or his agent is authorized and directed to collect the tax imposed in this article from purchasers of alcoholic beverages (but not including malt beverages, fermented wines or fortified wines) by the drink sold within his licensed premises. Such licensee or his agent shall furnish such information as may be requested by the city to facilitate the collection of this tax.

(Code 1980, § 3-82)

Sec. 6-164. Payment of tax by licensee; collection fee.

- (a) *Due date of taxes.* All taxes collected by any licensee or agent under this article shall be due and payable to the city on or before the 20th day of every month next succeeding each respective monthly period as set forth in this article.
- (b) *Return; time of filing; persons required to file; execution.* On or before the 20th day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city clerk in such form as the city may prescribe, by every licensee or agent liable for the payment of tax under this article.
- (c) *Delivery of return and remittance.* The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due, to the City Clerk, City Hall, Peachtree City, GA 30269.
- (d) *Collection fee allowed licensees or agents.* Licensees or agents collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of deduction shall be the same rate authorized by O.C.G.A. § 3-4-133.

(Code 1980, § 3-83; Ord. No. 794, 10-17-2002; Ord. No. 906, § 2, 9-6-2007; Ord. No. 1001, § 3, 6-3-2010)

Sec. 6-165. Deficiency determinations.

- (a) *Recomputation of tax; authority to make; basis of recomputation.* If the city clerk is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any person, the city clerk may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One or more than one deficiency determinations may be made of the amount due for one or more than one monthly period.
- (b) *Interest on deficiency.* The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month, or fraction of a month, from the 20th day after the close of the monthly period for which the amount or any portion should have been returned, until the date of payment.
- (c) *Offsetting of overpayments.* In making a determination, the city clerk may offset overpayments; for a period or periods, against underpayments; for another period or periods, against penalties; and against the interest on underpayments. The interest on overpayments shall be computed in the manner set forth in subsection 6-166(c).

-
- (d) *Penalty; negligence or disregard of rules and regulations.* If any part of the deficiency for which a deficiency determination has been made is due to gross negligence or disregard of rules and regulations, a penalty of 15 percent of the amount of such deficiency shall be added.
 - (e) *Penalty for fraud or intent to evade.* If any part of the deficiency for which a deficiency determination has been made is due to fraud or an intent to evade any provision of this article or other authorized rules and regulations, a penalty of 25 percent of the deficiency shall be added, in addition to the 15 percent penalty provided in subsection (d) of this section.
 - (f) *Notice of city clerk's determination; service of.* The city clerk or his designated representative shall give to the licensee written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the licensee at his address as it appears in the records of the city clerk. In the case of service by mail of any notice required by this article, the service is complete at the time of deposit in the United States Post Office.
 - (g) *Time within which notice of deficiency determination to be mailed.* Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 10th day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

(Code 1980, § 3-84; Ord. No. 794, 10-17-2002; Ord. No. 1001, § 4, 6-3-2010)

Sec. 6-166. Determination if no return made.

- (a) *Estimate of gross receipts.* If any licensee fails to make a return, the city clerk shall make an estimate of the amount of the gross receipts of the licensee, or as the case may be, of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the periods in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the city clerk. Upon the basis of this estimate, the city clerk shall compute and determine the amount required to be paid to the city, adding to the sum thus determined a penalty equal to 15 percent. One or more determinations may be made for one or for more than one period
- (b) *Manner of computation; offsets; interest.* In making a determination, the city clerk may offset overpayments for periods against the interest, penalties or underpayments. The interest on underpayments shall be computed in the manner set forth in subsection (c) of this section.
- (c) *Interest on amount found due.* The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month, or fraction of a month, from the 10th day of the month following the monthly period, for which the amount or any portion should have been returned, until the date of payment.
- (d) *Penalty for fraud or intent to evade.* If the failure of any person to file a return is due to fraud or an intent to evade this article or rules and regulations, a penalty of 25 percent of the amount required to be paid by the person, exclusive of penalties, shall be added in addition to the 15 percent penalty provided in section 6-167.
- (e) *Giving of notice; manner of service.* Promptly after making his determination, the city clerk shall give to the person written notice to be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

(Code 1980, § 3-85; Ord. No. 794, 10-17-2002)

Sec. 6-167. Penalties and interest for failure to pay tax.

Any person who fails to pay the tax imposed in this article to the city or fails to pay any amount of such tax required to be collected and paid to the city within the time required shall pay a penalty in the amount of 15 percent of the tax plus interest on the unpaid tax or any portion of the tax as set forth in section 6-166(c).

(Code 1980, § 3-86)

Sec. 6-168. Administration; enforcement; rules; records; confidentiality of reports.

- (a) *Authority of the city clerk.* The city clerk shall administer and enforce the provisions of this article for the levy and collection of the tax imposed by this article.
- (b) *Rules and regulations.* The city clerk shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the state, or the constitution of this state or the United States for the administration and enforcement of the provisions of this article and the collection of the taxes under this article.
- (c) *Records required from licensee; form.* Every licensee for the sale of alcoholic beverages by the drink in the city shall keep such records, receipts, invoices and other pertinent papers in such form as the city clerk may require.
- (d) *Examination of records; audits.* The city clerk or any person authorized in writing by the city may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid.
- (e) *Authority to require reports; contents.* In the administration of the provisions of this article, the city clerk may require the filing of reports by any person or class of persons having in such person's possession or custody information relating to the sales of alcoholic beverages which are subject to the tax. The reports shall be filed with the city clerk and shall set forth the price charged for each sale, the dates of such sales, and such other information as the city clerk may require.

(Code 1980, § 3-87)

Sec. 6-169. Penalties.

Any person found guilty of violating any of the provisions of this article shall be deemed guilty of a misdemeanor offense and upon conviction in the municipal court shall be punished as provided in section 1-11. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person, and shall be punished accordingly.

(Code 1980, § 3-88)

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770
tmeeker@numail.org

TO: City Council
Peachtree City, Georgia

FROM: Theodore P. Meeker, III
City Attorney



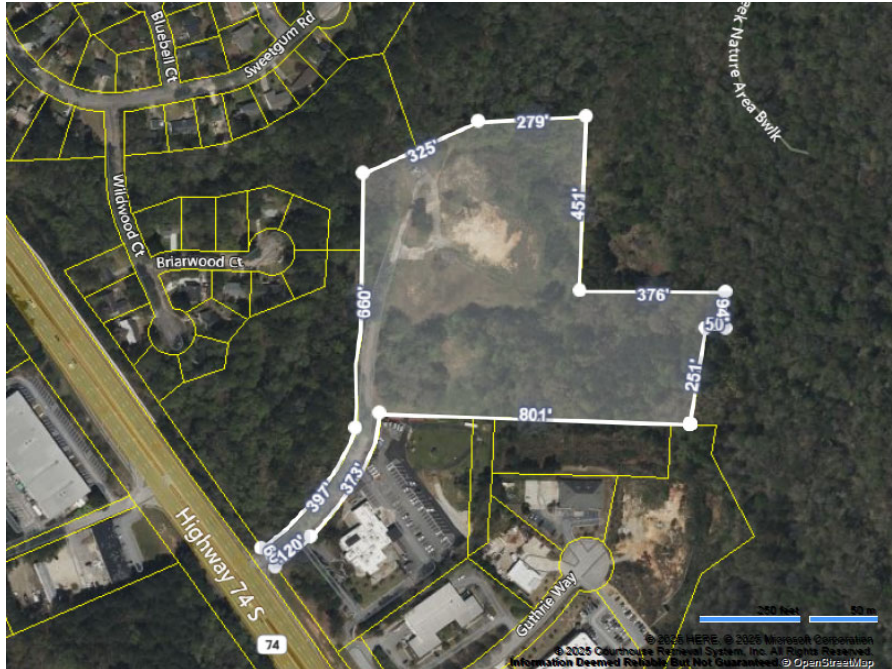
DATE: August 15, 2025

RE: Purchase of property from the Peachtree City Water & Sewerage Authority
Parcel No. 0614 027, 13.24 acres +/-

A contract to purchase the property referenced above will be provided to Council prior to the meeting. The purchase price of the property will be \$794,000.00, based upon the appraisal received by the City that is attached.

The motion to be considered will be to approve the contract and authorize the Mayor and/or City Manager to execute the contract and all documents necessary to close the transaction.

TPM/jm
Attachments



**REAL ESTATE APPRAISAL OF
13.24 ACRES, SOUTH HWY 74
PEACHTREE CITY, GA 30269**

DATE OF VALUATION: 9 July 2025

**APPRAISED BY:
M. H. BIGGERS & ASSOCIATES
MICHAEL H. BIGGERS
275 N MILL PKWY
STOCKBRIDGE, GA 30281
404-444-6670**

9 July 2025

Mr. Ted Meeker
City of Peachtree City
151 Willowbend
Peachtree City, GA 30269

RE: Real Estate Appraisal Report on
Property located at:

Flat Creek Plant Site, S Hwy 74
Peachtree City, GA
Fayette County

Dear Mr. Meeker,

The purpose of the appraisal is to estimate the market value as a disinterested third party by rendering an unbiased analysis, opinion, or conclusion relating to the quality, utility, and value of identified real estate. The real estate has been appraised as though owned in Fee Simple and unencumbered, subject to the contingent and limiting conditions contained herein.

Pursuant to your request, I, the undersigned, do hereby certify that I have personally inspected the real estate described as:

13.24 +/- Acres, with improvements,
Land Lot 49 & 52, District 6;
Fayette County, Georgia

The term "Market Value", as defined by the USPAP, means..."The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus."

Based upon the logical analysis, judgment, and after a complete inspection of the above property, and after having considered all pertinent data affecting the valuation including the type, location, use, the sales of comparable properties, and the trend of the neighborhood, I am of the opinion that the market value or most probable selling price of the subject property, as of the effective date of the appraisal, is estimated to be:

\$794,000.00

I further certify that I have no personal interest, present or contemplated, in the real estate covered by this report and that neither my employment to make this appraisal nor my compensation for it are contingent upon the value reported.

Your attention is directed to the appraisal report following.

Thank you for the privilege of serving you.

Respectfully submitted,



Michael H. Biggers,
GA Certified General Appraiser #732

EXECUTIVE SUMMARY

FORMAT

APPRAISAL REPORT

SECTION I

INTRODUCTION

Regional Data

Neighborhood Data

Highest and Best Use

SECTION II

APPRAISAL PROCEDURE

SECTION III

COST APPROACH

SECTION IV

INCOME APPROACH

SECTION V

MARKET APPROACH

SECTION VI

VALUE RECONCILIATION

DATE OF VALUATION

7/9/2025

FINAL VALUE CONCLUSION, AS IS

\$794,000.00

ADDENDUM

CERTIFICATION

LIMITING CONDITIONS

MAPS

PHOTOS

APPRAISAL REPORT

I. INTRODUCTION

Purpose

The purpose of this report is to estimate the market value, "as is", of a 13.24 +/- acre site improved with paving and lift station located nearby the northeastern right of way of Joel Cowan Pkwy. The subject is currently known as the Flat Creek Plant, Peachtree City Water and Sewage and is located east and north of S Hwy 74, Peachtree City, GA. The appraisal is intended for use by Peachtree City in establishing an estimate of Fair Market Value for internal planning and marketing.

Extraordinary Assumption

The value of the lift station is not included in the valuation of the subject. The value presented is land only.

Format

Limited Appraisal Report.

Function of the Appraisal

The appraisal is for internal use by Peachtree City but not limited to, rendering a decision relative to purchase/transfer and internal planning.

Intended Client and Intended User of the Appraisal

Peachtree City. The report has been prepared according to the appraisal policies and guidelines of the appropriate regulatory agencies. Any other use or user is prohibited.

Effective Date of the Appraisal and Date of the Report

The effective date of the appraisal is 9 July 2025. This is the last inspection date by the appraiser and is a date on which photographs and a physical inspection were made. The subject is an existing water and sewage property.

Identification of the Subject Property

Flat Creek Plant. The subject property is a 13.24 +/- acre tract of governmental use property located northeast of Joel Cowan Pkwy, along an unnamed paved road. This irregular tract includes some paving, fencing, and lift stations designed for municipal water use. The location is 4 miles southeast of the central business district of Peachtree City, and is characterized as a transitional area. There is no current address.

Property rights being appraised

All and singular in fee simple. The Fee Simple Estate is defined as "Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat", (The Dictionary of Real Estate Appraisal, 6th Edition)

Definition of Market Value

The term "Market Value" as defined by the USPAP, means; "The most probable price, in terms of money, which a property should bring in an open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- A. Buyer and seller are typically motivated;

- B. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- C. A reasonable time is allowed for exposure in the open market;
- D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- E. The price represents a normal consideration for the property sold unaffected by special or creative financing of sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency, 12CFR, Part 34.

Scope of Assignment

The purpose of this appraisal is to provide an estimate of market value of the property in fee simple for the stated client. In preparation for this, the appraiser has personally inspected the subject and all improvements. The appraisal includes a full analysis of the site and improvements with a physical inspection. Within the valuation section of this report, only the Market Approach to value was utilized. The sales comp data was gathered from public records and confirmed by parties privy to the sale. Please see attached limiting conditions.

Exposure Time/Marketing Time

The effort for marketing is assumed to be competent, adequate, and reasonable. The effort for exposure is also assumed to be adequate, sufficient and reasonable. The time frame is an integral part of the appraisal analysis and is based on one or more of the following, statistical information about days on the market, information gathered through sales verification, and interviews of market participants.

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to its hypothetical sale at market value on the effective date of the appraisal. This estimate would be based on an analysis of past events assuming a competitive and open market.

In this instance, we are estimating the Market Value of a lightly developed governmental use acreage in Fayette County, GA. 30 to 60 days is a reasonable length of time for properties to be made known to potential purchasers through the various print media, advertising, multiple listing services, etc. There is no historical sales data for this property type, but three months to six months is a reasonable marketing time, if the property is reasonably priced. At the time a contract occurs, due diligence by the buyer, loan application, etc., can take an additional 30 to 90 days. A reasonable exposure time for the subject property is 6 months.

The reasonable marketing time is an estimate of the length of time it might take to sell a property interest in real estate at the estimated value level immediately after the effective date of an appraisal. The subject property provides a lightly improved vacant tract mostly inadequate for further development. The site improvements would not contribute value in the event of an industrial oriented purchase and the presence of easements on the property would make development problematic. Sales and listings of vacant commercial and residential properties in the area were analyzed. The marketing period for these sales ranged from six months to twenty-four months, with an average marketing period of sixteen months. Based upon the foregoing, the marketing time is estimated at eight months.

Regional Data

The subject is located in Fayette County, nearby the community of Peachtree City, Georgia. The location is adequately suited for an industrial site due to the location in a developed area, and adjacent to well traveled county arteries. The road is a heavily traveled major arterial route with proximity to the surrounding areas.

Fayette County is a metropolitan county located south of the city of Atlanta. The county is bordered on the north by Fulton and Clayton Counties, east by Clayton and Spalding Counties, south by Spalding, and

west by Coweta and Fulton Counties. This county is considered to be a member of the Atlanta Metropolitan Area, and has experienced substantial commercial and agricultural growth in recent years. Overall, the growth of the region, fueled by the municipal growth of Atlanta and neighboring counties has expanded rapidly from 1975 to present. Growth in counties such as this has been in the form of commercial and retail activity along major routes, and agricultural growth in subdivisions and single family housing.

Neighborhood Characteristics

The immediate area of the subject is a mix of governmental, industrial, and commercial use built up over the last 25 years. This location is in the southwestern section of Fayette County, and is the area south of the central business district, but before the community of Starrs Mill. This location is further identified by census tract 1403.06/3. Much of the growth in this area is in the form of commercial activity along major thoroughfares, and this area of Joel Cowan Pkwy is also characterized by a large number of industrial and flex warehouses developed during the 1990's. In this area, the land begins to transition to more residential use. GA S Hwy 74 south of Peachtree City is an area with a substantial level of commercial activity. This area is approximately 35 minutes from downtown Atlanta, and approximately 25 minutes from Hartsfield Airport, a major regional employer.

In conclusion, the subject neighborhood is an area of stable population, with an established and growing commercial base. In the surrounding area there is demand for commercial and service establishments. The area is suburban in character, fueling a need for commercial and industrial use properties.

Data was taken from various sources, including, but not limited to, US Census Data, the Fayette County Chamber of Commerce, Economic Development Council, Georgia Extension Service, and local Realtors and real estate professionals.

Property Description

Subject Property Identification

Address: No assigned address, S Hwy 74, Peachtree City, GA 30269, vacant, but with paving, fencing. Legally identified as 13.24 acres, improved, and located in Land Lot 49 & 52, District 6, Fayette County.

Neighborhood Description: Commercial/Governmental/Industrial

Access:

Currently, the property is accessed from an unnamed paved road.

Size and Shape: 13.24 +/- Acres, Irregular

The subject site consists of 13.24 +/- acres tract of land, mostly irregular. The size is based upon the attached survey.

Topography, Parking, and Landscaping:

The subject is mostly level and is a mixture of open and wooded land. There is minimal landscaping.

Easements and Encroachments:

There are numerous surface and subsurface easements that burden the property. These easements adversely affect the development potential of the subject property. This appraisal has considered the easements and determines that they would have an adverse impact upon the utility or the value of the property. There were no encroachments noted during the inspection.

Hazardous Materials

According to a Phase II Environmental Assessment supplied by the client, the soil has minor low-level VOC, SVOC, and PFAS present. Groundwater, methane, and landfill gas are within acceptable limits. The value estimated in this report takes into consideration the environmental assessment. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions.

Utilities:

Electric, Water, Sewer, Phone, Fiber Optic, Gas

Legal Description

13.24 acres, LL 49 & 52, District 6

Assessed Value and Taxes:

Parcel #: 0614-027

Assessed Value: \$770,100

Taxes: Exempt

Zoning:

Governmental

History of the Subject

The subject property is an assemblage of governmental property and has been owned by Peachtree City Water & Sewage Authority for over three years prior to the appraisal

Flood Hazard: Not in Floodplain

According the Federal Insurance Rate Map for Fayette County, GA, a portion of the subject property is located in Zone X, considered to be in a flood hazard area. This amount is estimated at 1 acre, +/-, leaving ample room for development or assemblage.

Description of Improvements

Outlined below are the general observations concerning the subject improvements:



Lift Station

Highest and Best Use

Highest and best use is defined as

That reasonable and probable use that supports the highest present value, as defined, and of the effective date of the appraisal, and, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of property in its existing use.

“Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser’s judgement and analytical skills, i.e. that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents probable selling price (market value). Another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be “most profitable use.”

To test for the highest and best use, all logical and feasible alternatives must be analyzed. All alternative uses must meet four criteria. These criteria are:

1. The physical use of the site – which potential uses of site are physically possible.
2. The legal use of the site – which uses of the site are permitted under applicable zoning ordinances and other legal restrictions.
3. The financially feasible use of the site – which physically and legally permissible uses of the site will produce a positive financial return.
4. The maximally productive use of the site – among the financially feasible uses, the use or uses that provide(s) the highest rate of return.

Generally accepted professional appraisal/valuation analysis practice dictates that in appraising improved property, the highest and best use can be estimated under two different premises. First, the highest and best use of the site as “Vacant and Available” must be estimated. The second analysis estimates the highest and best use of the property as “Presently Improved”.

Highest and Best Use as Vacant

The subject property is a large tract of land with frontage along an arterial road. If it were vacant and available, the size and shape of the site would be conducive to many uses, including both commercial and industrial. Considering the location, commercial or industrial use would appear to be the most likely. However, the presence of permanent easements on the property negatively impact the physical development potential.

The legal use, based on zoning, is for governmental purposes. As such, commercial activities, such as residential, commercial, or industrial would require a change of zoning. Considering the location, it is reasonably probable that the subject could be rezoned as industrial property.

An intensive use of the subject site, such as industrial use, would appear to place the most financially feasible project on the property, and due to the location nearby a major traffic artery, an industrial activity may be viable. However, the presence of the easements would likely mean that this property could be used for assemblage or parking only, without the possibility of a major structure.

An industrial property is considered to be the most financially productive use of the land out of all the legal, physically possible, and financially feasible uses. Therefore, the highest and best use of the site, as vacant, is concluded to be industrial. Assuming a reasonable land cost, it would be feasible to use this property as industrial assemblage now.

Therefore, the highest and best use is determined to be for an industrial assemblage site.

Highest and Best Use of the Site as Presently Improved

The appraisal report is made "as is". As such, it is appropriate to consider the highest and best use of the subject site as improved. The subject is improved with paving and water lift station. All of the uses considered under the "as vacant" section were again applied to the subject as improved. Again, location factors indicate that industrial use would be feasible, but limited by permanent easements. The existing improvements contribute no value in a redevelopment scenario.

II. COST APPROACH

The cost approach to value is based on the principle that a prudent purchaser would not pay more for a property than the cost to reproduce it, provided it could be reproduced without costly delay. In the summation approach land values and improvement values are broken down into components and added together for a summation value. The values assigned to the components are derived from previous market sales, transfers, and contractor costs.

This approach is not appropriate in valuing the subject property.

III. INCOME APPROACH

Investment properties are typically purchased based on their ability to produce income. Therefore, an analysis of the property in terms of its ability to provide a sufficient net annual return on invested capital is an important means of valuing any asset that is held for its income producing capabilities. An estimate of value is arrived at by capitalizing the net income utilizing an investment yield rate commensurate with the risk inherent in the fee ownership of the property, or by discounting the expected cash flow to the property.

This approach is not appropriate in valuing the subject property.

IV. SALES COMPARISON APPROACH

The Sales Comparison (or Market) Approach yields an estimate of value for the subject by comparing it with similar properties of the same type and class which have sold or are currently offered for sale in the same or competing areas. The unit prices of these comparable properties will tend to set the range in which the value of the subject property will lie.

INDUSTRIAL SALES DATA SUMMARY

Subject		Sale #1		Sale #2		Sale #3	
		1800 Moba Dr P'tree City		782 Hwy 74 P'tree City		Hwy 74 P'tree City	
Date	--	9/24/2024		6/8/2023		9/25/2023	
Sale Price	--	\$2,267,650		\$1,400,000		\$745,000	
Sale Price/Ac	--	\$214,944/Ac		\$187,920/Ac		\$254,527/Ac	
Sale Price/SF	--	\$4.93/SF		\$4.31/SF		\$5.84/SF	
Reference		5764/170		5623/586		5657/551	
Parcel #		0609 029 &030		0613 020		0614 073	
Sale Conditions	--	Market		Market		Market	
Financing	--	N/A		N/A		N/A	
Adjustments:							
Market	2025	2024	Similar	2023	Similar	2023	Similar
Site Size (Ac)	13.24	10.55	Smaller	7.45	Smaller	2.927	Smaller
Location	Avg	Good	Superior	Good	Superior	Good	Superior
Zoning	Gov/LI	GI	Similar	GI	Similar	GI	Similar
Frontage	60'	210'	Superior	524'	Superior	258'	Superior
Utilities	All	All	Similar	All	Similar	All	Similar
Topography	Sloping	Graded	Superior	Wooded	Similar	Wooded	Similar
Easements	Yes	Utility	Superior	Utility	Superior	Utility	Superior
Improvements	Yes	None	N/A	None	N/A	None	N/A
Overall Comparison	--	Superior		Superior		Superior	
Price Range		\$187,920/Ac - \$254,527/Ac					

In the grid above, sales of industrial land in Fayette County and Peachtree City are presented. The comparables are superior in road frontage and access. Sale 1 is graded and located in a developing industrial park. Sale 3 is substantially smaller, and should be adjusted downward due to economy of scale. Additionally, none of the sales suffer from the burden of permanent easements that limit development. Because of the easements, the subject property is relegated to an assemblage or otherwise minor use. Additionally, the presence of flood plain, odd shape, and limited road frontage, indicates a fair market value much lower than the comparable sales. Assemblage values would be approximately 30% of actual value, and a downward adjustment of 70% is warranted. After adjustment, the sales values range from \$56,400/Ac to \$76,400/Ac. The value considered for the subject is \$60,000/Ac. The indicated value for the subject is as follows

$$13.24 \text{ Ac} \times \$60,000/\text{Ac} = \$794,000.00$$

VI. FINAL VALUE RECONCILIATION

At the request of the identified client, I have inspected the above referenced property for the purpose of estimating the fee simple market value of the subject property. Listed below are the general observations and conclusions concerning this property.

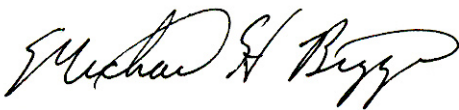
1. The subject property is located in Fayette County, GA, along the northeastern right of way of Joel Cowan Pkwy. This is a good to average location that is an industrial and commercial corridor. The subject neighborhood is well established with both industrial and commercial uses, and continues to develop. The neighborhood appears to have average desirability in the local market, and has good proximity to the surrounding areas.
2. The subject is a 13.24 acre tract, minimally improved.
3. The subject is existing, and is appraised "as is", with consideration given to the presence of permanent easements that impeded development.
4. The Cost Approach is not applied.
5. The Income Approach is not applied.
6. The Sales Comparison Approach has been considered in estimating the market value of the subject. The cost per acre was utilized within this approach. This method yields an estimate of value of \$794,000.
7. Summary

Cost Approach	\$N/A
Income Approach	
Overall Cap Rate:	\$N/A
Sales Comparison Approach	\$794,000

Final Market Value

In the final analysis, consideration has been give to the value indication by the cost and market. The Sales Approach is considered a strong indicator of fair market value due to the number and quality of sales used. Of the three approaches, the Cost Approach and Income Approach are not used. Considering all of the above methods to value, the Fair Market Value is concluded at \$794,000. This is an "as is" value.

Seven Hundred, Ninety-Four Thousand Dollars



Michael H. Biggers, GA Cert Gen RE #732

I certify that, to the best of my knowledge and belief:

-the statements of facts contained in this report are true and correct.

-the reported analysis, opinions, and conclusions, are limited only by the reported assumptions and limited conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

-I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reporting predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

-I have made a personal inspection of the property that is the subject of this report.

-I have relied on a Phase II Environmental Assessment performed by United Consulting and retained in my files. Otherwise, no one provided significant professional assistance to the person signing this report.

-I have provided no appraisals on the property that is the subject of this report within the three years period immediately preceding acceptance of this assignment. I appraised this property on 2/8/2019.

-my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. (Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006.)



Michael H. Biggers
GA Certified General Real Estate
Appraiser #00732

7/9/2025
Date

STATEMENT OF LIMITING CONDITIONS

1. The appraisal is made "as is".
2. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has been considered, as has a favorable mortgage position, if any.
3. The appraiser did not search validity of title nor does he assume responsibility of correction which a survey of the property may reveal.
4. The information contained herein is not guaranteed but it was gathered from reliable sources which are believed to be accurate.
5. No responsibility is assumed for matters legal in character.
6. Sketches are accurate only for purposes of approximation.
7. This report is not to be reproduced in part or as a whole without written consent of the appraiser.
8. The conclusions expressed herein assume competent and aggressive management and/or marketing of the subject property.
9. The contents of this Appraisal are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, reappraisal, or review of the property.
10. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
11. Disclosure of the contents of this Appraisal report is governed by the by-laws and regulations of the Appraisal Foundation. Neither all nor any part of the contents of the Appraisal report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.
12. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.
- 13.24. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this Appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.
14. The property history has been provided by conversations with various individuals involved with the chain of title, and, if available, various documents such as contracts, deeds, leases, and closing statements.
15. A legal description of the property was obtained by the appraiser and it is assumed that the physical characteristics of the property, with regard to metes and bounds, road frontages, are essentially as described in this legal description.
16. The subject site has some land situated within a federally designated flood zone.

17. Acceptance and or use of this appraisal report by the client or any third party constitutes acceptance of the above limiting conditions. Appraisal liability extends only to the stated client, not subsequent parties or users, and is limited to the amount of the fee received by the appraiser.

APPRAISER'S QUALIFICATIONS

NAME	Michael H. Biggers
ADDRESS	275 N Mill Pkwy Stockbridge, GA 30269
PHONE/E-MAIL	404-444-6670/FAX 770-898-0295 mhbiggers@bellsouth.net
EDUCATION	BA - The University of Georgia Various Appraisal Classes and Seminars
LICENSES/AFFILIATIONS	Certified General Real Estate Appraiser #00732, State of Georgia Member, Atlanta Board of Realtors
PROFESSIONAL EXPERIENCE	1988-Present: M. H. Biggers Appraisals Independent Fee Appraisals. 1986-1988: First Federal of Warner Robins Staff Appraiser 1984-1986 Biggers Auction Co. Staff Appraiser
APPRAISAL CLIENTS	Government: FSA, Rural Development, GA DOT, County Governments USDA Bank/Lending: Truist, BankOzk, Wells Fargo, Various Community Banks Private: Various residential, commercial, and agricultural appraisals for sales, purchases, & estates



Aerial



Subject Access Road



Subject Joel Cowan Frontage



Subject Lift Station



Subject Wetland Soils

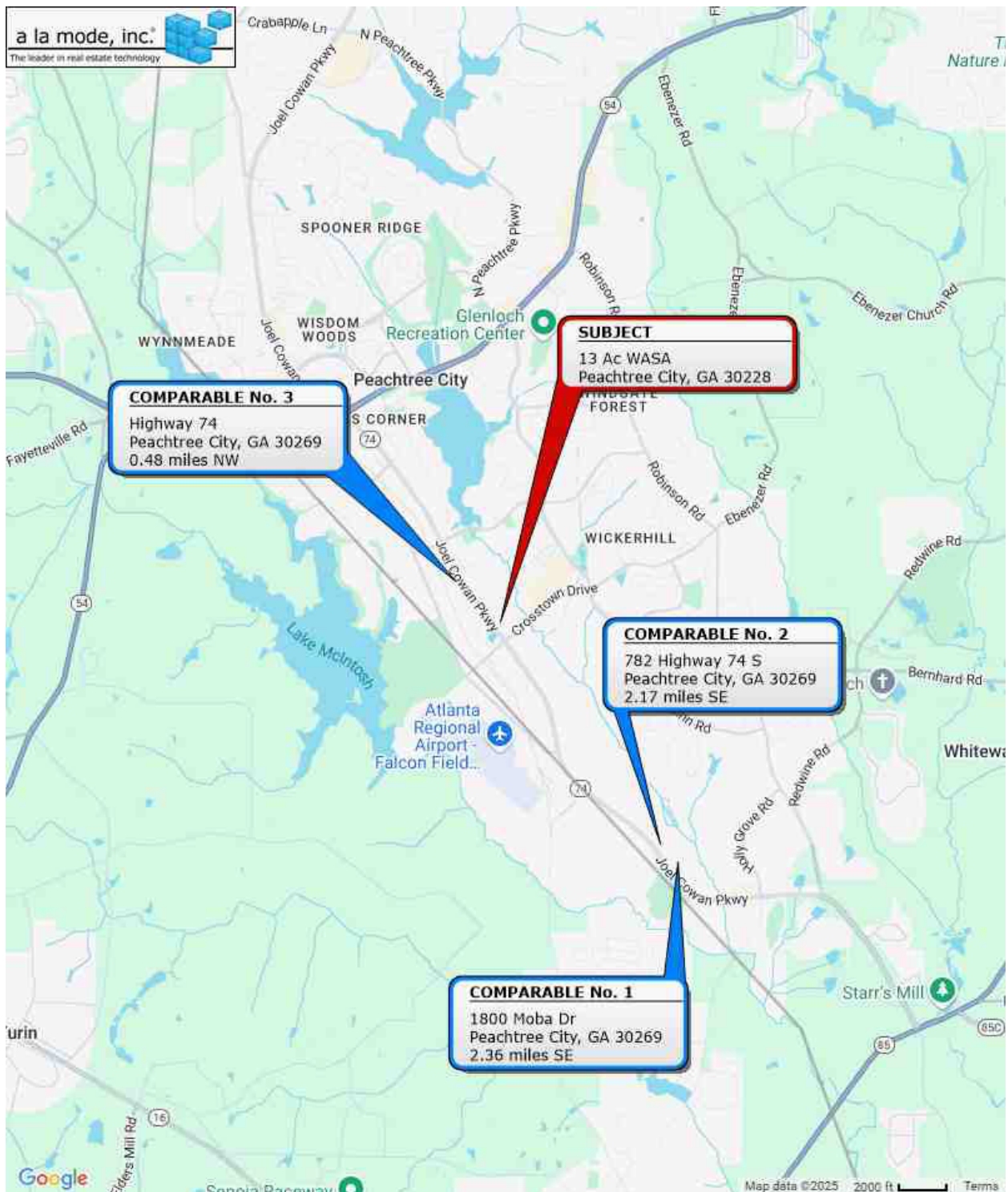


EXHIBIT "A"

Flat Creek Sanitary Sewer Plant
Survey No. 125

ALL THAT TRACT OF LAND lying and being in Land Lots 49 and 52 of the 6th District of Fayette County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN at the point formed by the intersection of the centerline of Alcorn Street with the northeastern right-of-way line of State Route 74 (130-foot right-of-way) and run in a southeasterly direction along said right-of-way line of State Route 74 1483.91 feet to a point located in the centerline of a 60-foot access easement, said point having State Plane Coordinates, Georgia West Zone, of North 1228404.8440 and East 2172572.9595; thence run along the centerline of said 60-foot access easement the following courses and distances: North 56 degrees 21 minutes 44 seconds East 57.85 feet to a point; North 51 degrees 26 minutes 22 seconds East 50.02 feet to a point; North 46 degrees 23 minutes 33 seconds East 50.04 feet to a point; North 42 degrees 50 minutes 39 seconds East 50.28 feet to a point; North 40 degrees 09 minutes 31 seconds East 50.14 feet to a point; North 38 degrees 23 minutes 17 seconds East 50.07 feet to a point; North 33 degrees 21 minutes 57 seconds East 50.07 feet to a point; North 29 degrees 12 minutes 42 seconds East 50.16 feet to a point; North 19 degrees 15 minutes 51 seconds East 50.10 feet to a point; and North 05 degrees 27 minutes 37 seconds East 50.15 feet to the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING, leave the centerline of said 60-foot access easement and run North 88 degrees 06 minutes 05 seconds West 50.29 feet to an iron pin found; thence North 01 degree 04 minutes 27 seconds West 660.62 feet to an iron pin set; thence North 70 degrees 34 minutes 48 seconds East 320.29 feet to an iron pin set; thence South 88 degrees 13 minutes 31 seconds East 266.24 feet to an iron pin set; thence South 00 degrees 53 minutes 54 seconds East 448.60 feet to an iron pin set; thence North 89 degrees 06 minutes 06 seconds East 525.50 feet to an iron pin set; thence South 00 degrees 53 minutes 54 seconds East 126.35 feet to an iron pin set; thence South 89 degrees 05 minutes 41 seconds West 96.06 feet to an iron pin found; thence South 11 degrees 36 minutes 38 seconds West 226.68 feet to an iron pin found; thence North 88 degrees 06 minutes 05 seconds West 898.81 feet to the TRUE POINT OF BEGINNING; said tract containing 13.24 acres and being described according to Survey of Flat Creek Sanitary Sewer Plant dated April 26, 1996, prepared by Deloach Engineering Consultants under Project No. 95-6333.8 (Survey No. 125), said survey being incorporated herein and made a part hereof.

TOGETHER WITH an easement for ingress and egress over the following described property:

EXHIBIT "A"

ALL THAT TRACT OF LAND lying and being in Land Lot 52 of the 6th District of Fayette County, Georgia, being a 60-foot access easement tract having a centerline more particularly described as follows:

BEGIN at a point located on the northeastern right-of-way line of State Route 74 (130-foot right-of-way), said point having State Plane Coordinates, Georgia West Zone, of North 1228404.8440 and East 2172572.9595 and being 1483.91 feet in a southeasterly direction, as measured along said right-of-way line, from the point formed by the intersection of said right-of-way line with the centerline of Alcorn Street; thence leave said right-of-way line of State Route 74 and run along the centerline of said 60-foot access easement tract the following courses and distances: North 56 degrees 21 minutes 44 seconds East 57.85 feet to a point; North 51 degrees 26 minutes 22 seconds East 50.02 feet to a point; North 46 degrees 23 minutes 33 seconds East 50.04 feet to a point; North 42 degrees 50 minutes 39 seconds East 50.28 feet to a point; North 40 degrees 09 minutes 31 seconds East 50.14 feet to a point; North 38 degrees 23 minutes 17 seconds East 50.07 feet to a point; North 33 degrees 21 minutes 57 seconds East 50.07 feet to a point; North 29 degrees 12 minutes 42 seconds East 50.16 feet to a point; North 19 degrees 15 minutes 51 seconds East 50.10 feet to a point; and North 05 degrees 27 minutes 37 seconds East 50.15 feet to the end point of the centerline of said access easement tract; said tract described according to Survey of Flat Creek Sanitary Sewer Plant dated April 26, 1996, prepared by Deloach Engineering Consultants under Project No. 95-6333.8 (Survey No. 125), said survey being incorporated herein and made a part hereof.

CONTRACT FOR THE ACQUISITION OF REAL ESTATE

THIS AGREEMENT (the “Contract”) made and entered into by and between **PEACHTREE CITY WATER & SEWERAGE AUTHORITY** (“Seller”), and **PEACHTREE CITY, GEORGIA**, a Georgia Municipal Corporation (“Purchaser”),

W I T N E S S E T H: T H A T

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, paid by each party to the other, the receipt and sufficiency of which are herewith acknowledged, and in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. **Purchase and Sale.** Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell and Purchaser agrees to purchase that certain property consisting of 13.24 +/- acres, said property identified as Tax Parcel ID No. 0614 027 according to the Tax Assessor of Fayette County, Georgia, said property being shown on Exhibit “A” attached hereto and made a part hereof, and more particularly described in the legal description set forth in said Exhibit “A” (hereinafter the “Premises”) Seller shall retain an easement area for ingress and egress and for the operation and maintenance of the wastewater treatment and collection system owned and operated by Seller, including any necessary pipes or lift stations. Said easement area is over the entirety of the Premises. Seller shall also retain the right for future expansion of the finished wastewater discharge line, including for temporary construction. The Purchaser shall not encroach any and all areas containing the pump station and/or discharge line.

2. **No Earnest Money.** Purchaser and Seller agree that no earnest money shall be paid, deposited or held in connection with this Contract, but that the liquidated damage provision of Paragraph 7 is sufficient consideration for the parties’ entering into this Contract.

3. **Purchase Price.** The purchase price (the “Purchase Price”) for the Premises, subject to all adjustment and credits hereinafter provided, shall be Seven Hundred Ninety-Four Thousand Dollars (\$794,000.00) to be paid by wire transfer of immediately available funds at Closing (as said term is defined in Paragraph 6(a)) inclusive of all Extension Fees (as said term is defined in Paragraph 5(d)) paid by Purchaser to the Closing (as said term is defined in Paragraph 6(a)).

4. **Representations and Warranties.** Seller hereby warrants and represents to Purchaser, and agrees that the following matters are now true and shall be true as of the Closing :

(a) Seller has no actual knowledge, nor has Seller received any notice of, any actual or threatened action, litigation or proceeding (including any condemnation or eminent domain proceedings) by any organization, person, individual, or governmental agency against either Seller or the Premises, or with respect thereto, nor does Seller know of any basis for any such action.

(b) Seller owns and will convey to Purchaser at Closing unencumbered property rights to the Premises, with title to such property insurable by a title insurance company designated by Purchaser (the “Title Insurer”) in the full amount of the Purchase Price, in the current ALTA form

for the state where the Premises is located, at standard published rates, free and clear of all restrictions, liens, encumbrances, assessments, leases, options, and other exceptions of every kind and character except for (collectively the “Permitted Exceptions”): (i) all matters recorded and indexed in the real estate records of Fayette County as of the Contract Date, except for security interests, mortgages, and other monetary liens encumbering the Premises, and except for leases and other occupancy agreements encumbering the Premises, which monetary liens and occupancy agreements shall not be deemed to be Permitted Exceptions and shall be satisfied or terminated, as the case may be, by Seller at or prior to Closing notwithstanding Purchaser’s waiver of the Inspection Contingency (as said term is hereinafter defined), and notwithstanding anything contained in this Contract to the contrary; and (ii) real estate taxes relating to the Premises which are liens but not yet due and payable. Purchaser shall, at Purchaser’s expense, cause an accurate survey (the “Survey”) to be made of the Premises by a land surveyor registered in the state where the Premises is located of Purchaser’s choice, and the legal description of the Premises contained in the conveyance deed from Seller and insured by Title Insurer shall be based upon and conform to said Survey;

(c) Seller has received no notice of any disputes concerning the location of the lines and corners of the Premises.

(d) Seller has received no notice of action, contemplated action, or plans: to close any public street adjoining the Premises; to terminate, modify, or change any curb cut or street opening permit, license, approval with respect to vehicular or pedestrian access between the Premises and any adjoining public street; or to erect a median or similar barrier within any public street adjoining the Premises that would restrict or limit access between the Premises and such street; or to change the zoning classification or regulations applicable to the Premises or any adjoining property.

(e) Seller has received no notice of action, contemplated action, or plans for a moratorium on the issuance of utility, development, or building permits, licenses, or approvals necessary to utilize the Premises for industrial purposes, nor is Seller aware of any moratorium or threat of a moratorium on applications to rezone or to seek variances with respect to the Premises.

(f) Seller has received no notice of violations or alleged violations of any governmental rules and/or regulations with reference to the Premises, or with reference to public or private easements for utilities which serve and inure to the benefit of the Premises.

(g) Seller has the necessary authority and all consents that may be required to enter into this Contract and to perform its obligations hereunder.

5. **Conditions Precedent.**

(a) The obligation of Purchaser to consummate this Contract, and the purchase and sale contemplated hereby in accordance with the terms and provision of this Contract, is subject to the fulfillment and satisfaction at or before Closing as to the conditions described in Paragraphs 5(a)(1), 5(a)(2), and 5(a)(3), and on or before sixty (60) days from the Contract Date (the “Due Diligence Period”) as to the conditions described in Paragraphs 5(a)(7), 5(a)(8), 5(a)(10), 5(a)(11), and 5(a)(12), or the waiver thereof by Purchaser:

(1) Each and all agreements and covenants of Seller as provided in this Agreement shall have been fully and duly performed in accordance with the terms and provisions of this Agreement.

(2) Each and all warranties and representations of Seller as contained in this Agreement shall be true and correct as of Closing.

(3) There shall not have occurred, subsequent to the end of the Due Diligence Period, any material or adverse change in (i) the zoning of the Premises, except as may be expressly contemplated by this Contract; (ii) the title to the Premises; (iii) the availability of access to the Premises; or (iv) the availability to the Premises of sewer, water, electricity or any other utilities.

(4) [Intentionally deleted].

(5) [Intentionally deleted].

(6) [Intentionally deleted].

(7) Purchaser shall have received verification that sanitary sewer and storm sewer and other suitable drainage facilities, and water, gas, telephone and electric utility services, satisfactory for the proposed use of the Premises by Purchaser, are available to and for the use of the Premises in accordance with the Plans. All such services shall be located at the property lines of the Premises and available for immediate connection and use without payment of any charges or assessments by Purchaser other than usual and ordinary connection fees or services charges.

(8) Purchaser shall have received engineering studies of the Premises, including topographical survey, soil bearing tests, hydrology tests, and other engineering data as Purchaser may reasonably require, all meeting, in the Purchaser's sole discretion, engineering costs and standards for development of the Premises in accordance with the Plans for development of the Premises. The cost of such studies shall be paid by the Purchaser.

(9) [Intentionally deleted.]

(10) Purchaser shall have approved the suitability and economic feasibility of the Premises, the physical condition of the Premises, and the Permitted Exceptions, in the Purchaser's sole discretion, for the Purchaser's intended uses of the Premises (the "Inspection Contingency").

(b) Purchaser, its agents and representatives, shall have the right to enter upon the Premises for the purpose of examining, inspecting, testing, and surveying the Premises. Seller, at Purchaser's expense, shall reasonably cooperate with Purchaser's efforts to obtain all permits, authorizations, licenses, variances and rezoning ordinances as Purchaser may desire with respect to the development or use of the Premises by, without limitation, promptly executing and delivering all applications, petitions, and consents necessary for such purposes.

(c) In the event Purchaser fails and/or refuses to give written notice to Seller of the satisfaction (or waiver) of a condition set forth above within the stipulated period set forth above for the satisfaction of such condition, or in the event Purchaser provides Seller with written notice

within the stipulated period set forth above for the satisfaction of a condition that it shall be unable to satisfy such condition within such stipulated period, this Contract shall be deemed terminated without the necessity of further documentation, and neither party to this Contract shall thereafter have any further right or claim against the other hereunder, except that in the event this Contract is terminated based upon the non-satisfaction or non-waiver of one or more of Paragraphs 5(a)(7), 5(a)(8), and 5(a)(10) above, Purchaser shall pay to Seller, upon the demand of Seller, the sum of Five Thousand Dollars (\$5,000.00) (the “Termination Fee”) as additional consideration to Seller for entering into this Contract and for providing this right of termination, and except for those matters to survive the termination of this Contract pursuant to the expressed terms of this Contract.

(d) Purchaser may extend the Due Diligence Period for up to three periods of 30 days each by delivering written notice and payment in the amount of \$50.00 (each such payment being an “Extension Fee”) on or before then-current date for the expiration of the Due Diligence Period.

6. Closing.

(a) Purchaser and Seller shall consummate and close the sale contemplated by this Contract (the “Closing”) on or before the sixtieth (60th) day following the expiration of the Due Diligence Period, at a time, at a place, and on a date designated by Purchaser after Purchaser has provided Seller with not less than five (5) days prior notice. In lieu of making a personal appearance at said place of Closing, a party may cause the documents and the proceeds to be delivered by such party at Closing to be delivered and tendered in escrow at said place for Closing at or before the time and date for Closing.

(b) City, state and county ad valorem taxes and special assessments for the calendar year of Closing shall be prorated between the Seller and the Purchaser as of the date of Closing, provided that if the tax bill for such calendar year has not been issued as of Closing, such proration shall be based upon the tax bill for the prior calendar year with the parties hereby agreeing following the Closing to adjust between themselves the difference between such tax bills;

(c) At Closing, Purchaser shall pay all property transfer and similar taxes;

(d) At the Closing, Seller will deliver to Purchaser all documents reasonably necessary to fulfill its obligations herein, including but not limited to the following documents (all of which shall be duly executed and acknowledged where required and shall be in a form acceptable to Purchaser):

- (i) Limited Warranty Deed conveying good and marketable rights to the Premises in a form reasonably acceptable to Seller, Seller’s legal counsel, Purchaser, and Purchaser’s legal counsel;
- (ii) a bill of sale from Seller to Purchaser, in form and substance reasonably acceptable to Purchaser and its counsel, conveying good and marketable title to any personal or intangible property located on or used in connection with the Premises;

- (iii) an owner's affidavit executed on behalf of Seller, in form and substance reasonably acceptable to Purchaser and its counsel, containing such representations as the Title Insurer shall reasonably require;
- (iv) an assignment of permits and warranties related to the Premises, if any, in form and substance reasonably acceptable to Purchaser and its counsel;
- (v) a settlement or closing statement, in form and substance reasonably acceptable to Purchaser and its counsel, containing such detail and direction as the parties' settlement or disbursing agent shall reasonably require;
- (vi) such other documents as shall be required by the Title Insurer as a condition to insuring Purchaser's title to the Premises, free of exceptions, except for the Permitted Exceptions;
- (vii) a representation that all of Seller's agreements contained in this Contract are completely satisfied and discharged, reaffirmation of the truth and accuracy of Seller's representations and warranties set forth in this Contract, and reaffirmation of the survival of terms and provisions of this Contract as provided herein, all in form and substance reasonably acceptable to Purchaser and its counsel; and
- (viii) affidavits and other documentation necessary to satisfy State of Georgia and United States income tax withholding requirements.

7. **Default.** In the event the purchase and sale of the Premises to the Purchaser pursuant to this Contract is not closed and consummated through default by Purchaser, then Purchaser shall pay to Seller, as the full and only liquidated damages for such default of Purchaser and as the sole remedy of Seller for any such default by Purchaser, the sum of Five Thousand Dollars (\$5,000.00) in readily available funds, it being acknowledged and agreed that Seller's actual damages would be difficult (if not impossible) to ascertain, and upon such payment neither of the parties hereto shall have any rights, duties, obligations, or liabilities hereunder whatsoever. In the event of a default by Seller hereunder, Purchaser may terminate this Contract and recover from Seller its damages arising out of or relating to this Contract and its investigation of and plans for development of the Premises, or may pursue an action against Seller for specific performance, in addition to the other remedies of Purchaser at law, in equity, or under this Contract. The terms of this Paragraph shall survive the termination of this Contract notwithstanding anything contained in this Contract to the contrary.

8. **Broker.** Purchaser and Seller each warrant and represent to the other that it has had no dealings with any real estate agent or broker with reference to the Premises and this Contract, and each agrees to indemnify and hold harmless the other, including attorneys' fees and costs, arising out of its breach of the foregoing warranty and representation, which obligation shall survive Closing.

9. **Notices.** Whenever any notice is required or permitted under this Agreement, such notice shall be in writing and shall be delivered in person, or transmitted by facsimile or electronic mail communication, or sent by U.S. Registered or Certified Mail, Return Receipt Requested,

postage prepaid, or sent by FedEx, Express Mail, or other reputable overnight delivery service, to the addresses set forth below, or at such other address or facsimile number as a party may specify by written notice delivered in accordance herewith:

SELLER: Peachtree City Water & Sewer Authority
Attn: L. H. (Dan) Davis
1127 Highway 74 South
Peachtree City GA 30269

Facsimile No.: (770) 631-5830
Email: ddavis@intse.com

with a copy to: Melissa D. Griffis, Esq.
Horne & Griffis, P.C.
Post Office Box 220
Newnan, GA, 30264
melissa@newnanlaw.com
Facsimile: (770) 251-7262

with a copy to: L. H. (Dan) Davis
ISE
1039 Sullivan Road, Ste. 200
Newnan, GA 30265
ddavis@intse.com

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

with a copy to: Theodore P. Meeker, III
Sumner Meeker, LLC
14 E. Broad Street
Newnan, GA 30263
tmeeker@numail.org
Facsimile: (770) 251-1770

Notices mailed as hereinabove provided shall be deemed effectively given on the postmarked date of such notice if mailed, on the date delivered to the reputable overnight delivery service if sent by overnight delivery, the date delivered to a commercial courier service if personal delivery is made by a commercial courier, and, otherwise, on the date actually received at the address or facsimile number provided above.

10. **Miscellaneous.**

(a) This Contract shall be construed and interpreted under the laws of Georgia, without giving effect to principals of conflicts of law.

(b) Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law.

(c) The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(d) This Contract contains the entire agreement of the parties hereto with respect to the subject matter of this Contract, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This provision may not be orally waived.

(e) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(f) No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing, and such amendment is executed by all of the parties to this Contract. This provision may not be orally waived.

(g) No waiver or consent permitted or contemplated by this Contract shall be effective or binding on any of the parties hereto unless the same is in writing and delivered and received from one party to the other.

(h) The captions and headings of the paragraphs contained in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs, or in any way affect this Contract.

(i) Time shall not be of the essence in this Contract, except with respect to the Closing Date.

(j) Possession of the rights to the Premises shall be delivered by Seller to Purchaser no later than the Closing Date.

(k) This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

(l) All representation, warranties, and agreements which are contained in this Contract shall survive the Closing, and any investigation made by or any actual or constructive notice of Purchaser, and shall not be deemed to be merged into the deed or into any of the other documents executed and delivered at the time of Closing.

(m) In the event that any notice or performance date hereunder shall be required to be performed on a weekend or legal holiday, then such date shall automatically be extended to the next regular business day.

(n) Purchaser shall have the right to assign this Contract, and its rights hereunder, in whole or in part, at any time and from time to time, to any third party or entity; in each instance, such assignee shall assume all obligations of Purchaser hereunder, and shall agree to execute all documents which Purchaser is obligated to execute pursuant to the terms and provisions of this Contract; upon such assignment as herein authorized and permitted, Purchaser shall be fully and completely discharged of all of Purchaser's duties, obligations, and liabilities hereunder to the extent of such assignment.

(o) The risk of loss or damage to the Premises by fire or other casualty up to the Closing is assumed by Seller.

(p) Within five (5) days of the Contract Date, Seller shall deliver to Purchaser copies of all surveys, civil documents, test reports, and environmental assessments relating to the Premises that are within Seller's possession or control.

(q) In the event of litigation to enforce the rights and obligations under the Contract, the prevailing party shall be entitled to recover against the other party the prevailing party's reasonable attorneys' fees and costs arising out of such litigation.

(r) If any paragraph, section, provision, sentence, clause, or portion of this Contract is determined to be illegal, invalid, or unenforceable, such determination shall in no way affect the legality, validity, or enforceability of any other paragraph, section, provision, sentence, clause, or portion of this Contract, and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties to this Contract.

(s) If, before Closing, all or any portion of the Premises is subject to an eminent domain proceeding or the threat of an eminent domain proceeding, Seller shall promptly provide Purchaser with written notice thereof. After receiving such notice, Purchaser shall have the option of purchasing the Premises subject to such proceedings, without reduction of the Purchase Price, whereupon any awards attributable to the Premises shall be paid to Purchaser, or canceling this Contract without further obligation hereunder.

(t) The "Contract Date" is deemed to be the later of the dates that this Contract has been executed by Seller and by Purchaser, which execution dates are set forth on the signature page hereof for each party.

11. Special Stipulations.

- (a) This Agreement shall be contingent upon Purchaser's sole determination that the Premises can be used for a governmental purpose in accordance with Georgia law and Purchaser's Charter.
- (b) This Agreement shall be subject to the approval of the City Council of Purchaser and Board of Seller in a public meeting in accordance with O.C.G.A. § 50-14-1 *et seq.*
- (c) Notwithstanding the provisions contained in Paragraph 3 for establishing the date of closing, in the event this transaction does not close on/or before December 31, 2025, then this Agreement shall

expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.

- (d) The conveyance of the Premises shall include a deed restriction under which Purchaser shall not construct any structure on the Premises without the approval of Seller.

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written below.

SELLER:

As to Seller:

PEACHTREE CITY WATER &
SEWERAGE AUTHORITY

August ____, 2025

Manager (SEAL)

PURCHASER:

PEACHTREE CITY, GEORGIA

As to Purchaser:

By: _____
Justin Strickland, City Manager

August ____, 2025

ATTEST:

City Clerk [SEAL]

[illegible]

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770
tmeeker@numail.org

TO: City Council
Peachtree City, Georgia

FROM: Theodore P. Meeker, III 
City Attorney

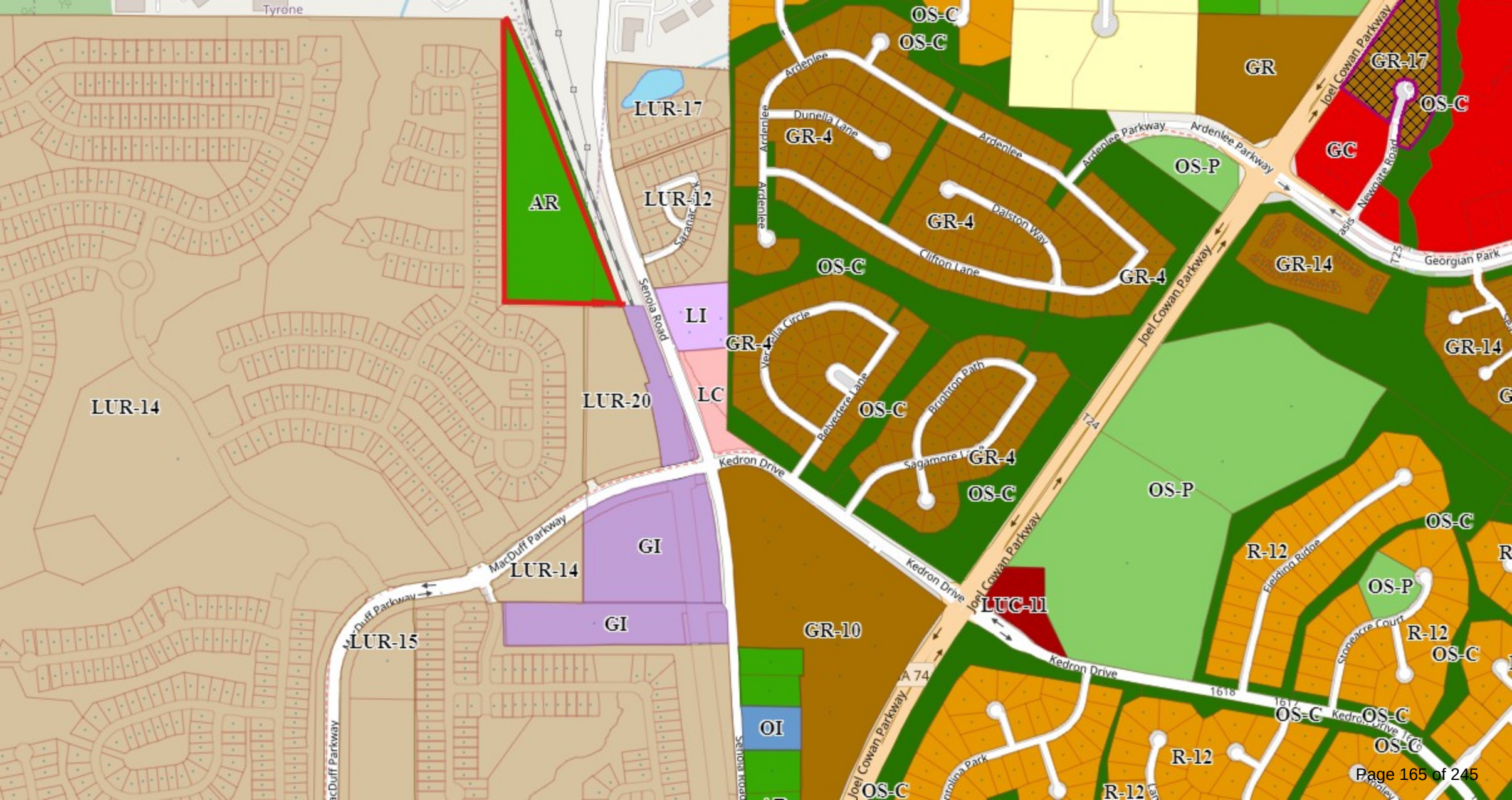
DATE: August 15, 2025

RE: Initiation of Rezoning of Parcel No. 0745 005

The parcel referenced above was the subject of an application for rezoning that was denied by the City Council in December, 2023. A lawsuit was subsequently filed against the City in the Superior Court of Fayette County, Case No. 2024V-0026.

The property is currently zoned AR. Staff and defense counsel recommend that the Council should consider rezoning the property to R-43. The motion would be to initiate the potential rezoning of the property from AR to R-43 under the City's Zoning Ordinance.

TPM/jm
Attachments



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Shayla Reed, Planning Director 08/15/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-15 Initiation of a Text Amendment to the Short-Term Rental Ordinance

Recommendation:

Initiate the text amendment process for a potential change to the Short-Term Rental Ordinance.

Discussion:

City Council had a consensus at the August 7, 2025, work session to proceed with a potential change to the Short-Term Rental Ordinance to allow for a non-applicable time period from June 1, 2026-July 31, 2026. This is due to the FIFA World Cup coming to the United States with multiple matches being hosted in Atlanta. There is an expected impact of an influx of visitors to Fayette County, especially with the new US Soccer Headquarters being located here. This ordinance change would allow anyone to provide their property as a short-term rental during the above timeframe without having to receive a permit from the City or pay fees to the City. This would allow interested citizens to take advantage of the "Augusta Rule" that is codified in IRS Section 280A. This means that the income earned from renting a home for 14 days or less is not subject to income tax.

Budget Impact:

These potential STR operators would not pay for nor operate with permits during this time period, but regular operators would still need a permit to operate regularly throughout the year.

Attachments:

1. Sec._917.____Short_term_rental proposed text amendment

Sec. 917. Short term rental.

(917.1) *Purpose.*

- (a) The purpose of this section is to protect the public health, safety, and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term rental units; and to implement rationally based, reasonably tailored regulations to protect the integrity and character of neighborhoods in which short term rental use occurs.
- (b) This section is not intended to regulate hotels, motels, inns, or bed and breakfast establishments.

(917.2) *Zoning districts.* Short term rentals are permitted in all residential zoning districts and zoning districts where residential uses are permitted.

(917.3) *Applicability.*

- (a) It shall be unlawful for any owner of any property within the city to rent or operate a short term rental of residential property contrary to the procedures and regulations established in this section, other provisions of this Code, or any applicable state law.
- (b) The restrictions and obligations contained in this section shall apply to short term rentals at all times during which such residential properties are marketed and used as short term rentals.
- (c) The allowance of short term rentals pursuant to this section shall not prevent enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements.
- (d) This section shall become effective on January 1, 2025; provided, however, that this section shall not be applicable or enforced for the period of June 1, 2026 through and including July 31, 2026.

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

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes.

City shall mean Peachtree City, Georgia.

Garbage shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases and odors, or which may serve as breeding or feeding materials for flies and or germ-carrying insects. Garbage, for the purposes of this section, shall also include recyclable materials and rubbish, as defined in chapter 42 of this Code.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Local contact person shall mean a person, firm or agency representing an owner or owners of a short term rental who has access and authority to assume operational management of the short term rental and take remedial measures.

Noise regulations shall mean those regulations contained in the chapter 42, article VI, noise control, of this Code.

Occupancy, transient shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of short term rentals or other establishments, by whatever name called.

Operator shall mean any person operating a short term rental (as defined in this section) in the city, including but not limited to the owner or proprietor of the premises, lessee, lender in possession, or any other person otherwise operating a short term rental.

Owner shall mean a person or entity that holds legal and or equitable title to private property.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the short term rental.

Private shall mean intended for or restricted to the occupants and or guests of the short term rental; not for public use.

Rental term shall mean the period of time a person rents or leases a short term rental.

Short term rental shall mean any residential property, facility, or structure used for transient occupancy providing overnight lodging and accommodations for not more than 30 consecutive days.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and or education, including but not limited to a festival, party, reception, celebration or assembly.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Chris Hobby, Assistant City Manager 08/15/2025
Kelly Bush, Financial & Administrative Services Director 08/15/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-16 Deer Herd Management Analysis and Deer Season Pilot Program

Recommendation:

Authorize the 2025-2026 Deer Season Pilot Program for the Flat Creek Nature Area

Discussion:

In March 2025, the City commissioned a preliminary analysis of the whitetail deer population within Peachtree City. The goal of the study was to better understand herd distribution and inform future wildlife management strategies. The assessment was conducted through field observations and drone surveys, despite challenging visibility conditions caused by seasonal foliage. As a result, the current population estimate of 802 deer is considered to reflect approximately 50% of the actual population, which is likely closer to 1,600 individuals.

Key Findings:

- Deer populations are unevenly distributed across the city.
- The highest concentrations were documented in the following neighborhoods: Fernwood, Whitfield Farms, Fetlook Meadows, Stevens Forest, Spooner Ridge, Golfview, Pinegate, Jennings Yard, SummerBrooke, and Stoney Brook Plantation.
- These areas feature favorable vegetation, minimal vehicle traffic, and uninterrupted greenbelt corridors that support herd movement and feeding behavior.
- Less deer activity was observed in more developed or urbanized sections of the city.

A follow-up study is advised during the winter months (December–January), when reduced foliage will allow for higher visibility and greater accuracy (estimated 90–95%).

Budget Impact:

The four recommended deer stands for hunting cost approximately \$600 each, for a total of \$2,400. If the Council chooses to do a winter study, the expense may be up to \$25,000 for FY26.

Attachments:

1. Peachtree_City_Herd_Analysis_Improved
2. Deer map
3. Deer letterhead



Peachtree City Herd Analysis Summary

Operation Peachtree City

I would like to begin by expressing my gratitude for the opportunity to serve the City of Peachtree City through this project. Over the past three months, I have dedicated significant time and effort to observing and documenting deer activity throughout the city. This process has deepened my appreciation for Peachtree City's unique landscape and highlighted the importance of proactive wildlife management.

Through this work, I have identified several areas with notably higher deer populations, as well as regions with significantly less activity. These findings are detailed in the following report.

Given the seasonal impact on visibility, I recommend conducting a follow-up analysis during the winter months—preferably beginning in December or January. With reduced foliage and cooler temperatures, observation conditions would be optimal, allowing population estimates to reach an accuracy rate of 90–95%.

It is important to note that the conditions for this initial study ranged from fair to poor due to dense foliage in heavily wooded areas. This survey should be considered a baseline for understanding Peachtree City's deer population. At this time, the population estimate is approximately 50% accurate due solely to seasonal limitations. Based on these conditions, it is reasonable to assume that the actual deer population may be at least twice the number observed during this survey.

Whitetail Deer Population Analysis

Overview

A recent analysis of Peachtree City's whitetail deer population estimates a current count of approximately 802 deer across various neighborhoods. The study was conducted to identify areas with high deer concentrations, inform wildlife management strategies, and guide potential mitigation measures.

Key Findings

The distribution of deer populations is uneven across the city. The following neighborhoods exhibited the highest levels of deer activity, based on drone observations, habitat suitability, and field sightings:

- Fernwood
- Whitfield Farms
- Fetlook Meadows
- Stevens Forest
- Spooner Ridge
- Golfview
- Pinegate
- Jennings Yard
- SummerBrooke
- Stoney Brook Plantation

High concentrations in these neighborhoods appear to result from a combination of:

- Abundant vegetation and natural cover
- Human-provided food sources (intentional or unintentional feeding)
- Connectivity to the city's greenbelt and other wildlife corridors

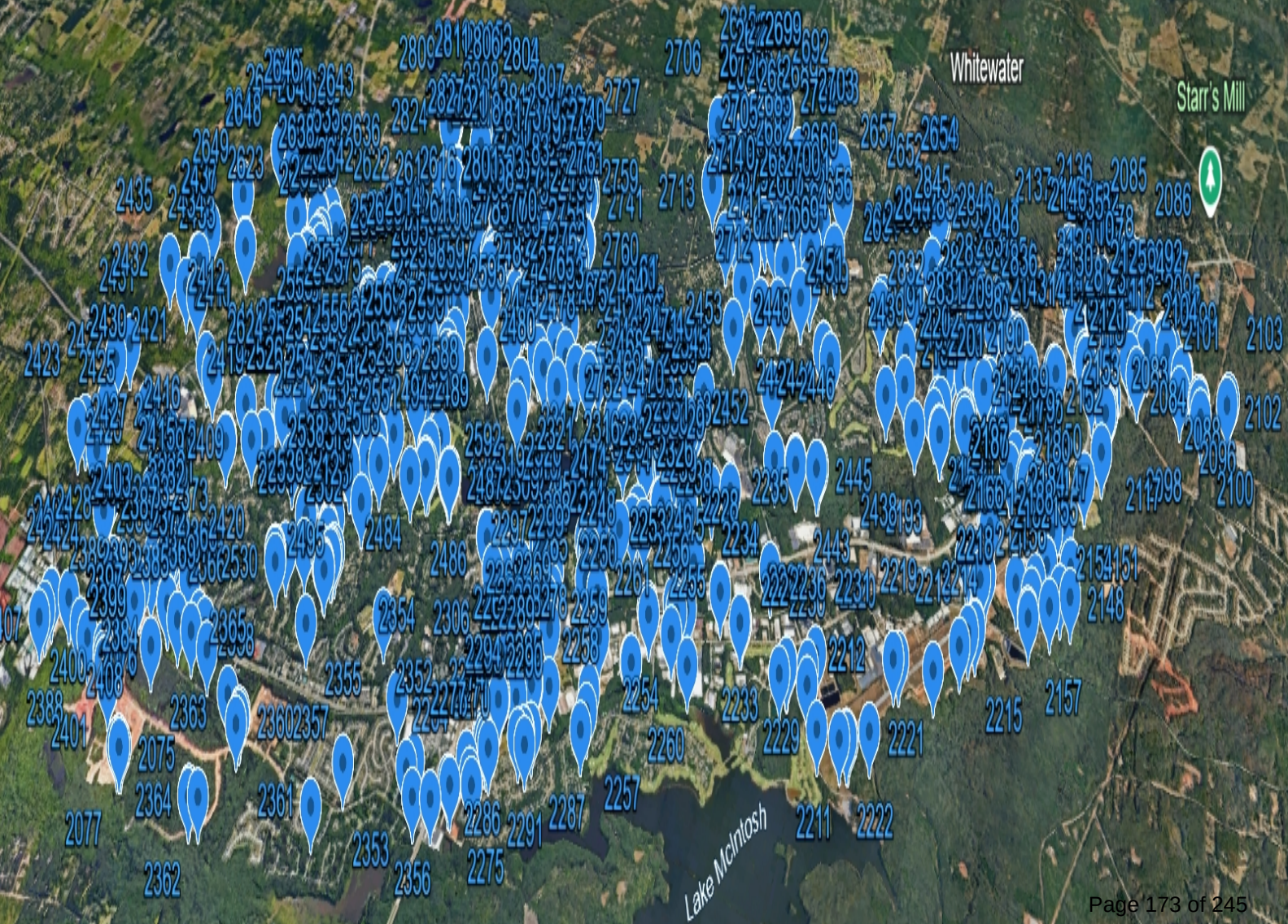
In contrast, other areas of Peachtree City exhibited significantly lower deer populations, often due to more urbanized development, reduced natural habitat, and higher traffic volumes.

Conclusion

Peachtree City's deer population is concentrated in specific neighborhoods—primarily those with natural wooded areas, minimal traffic, and easy access to food. Understanding these high-density zones is essential for developing effective wildlife management strategies, enhancing public safety, and maintaining ecological balance.

It is recommended that:

1. A winter follow-up survey be conducted to improve population estimate accuracy.
2. Trend monitoring be established to assess population changes over time.
3. Humane management solutions be explored to address areas of overpopulation while preserving the city's natural character.



Flat Creek Greenbelt Urban Archery Deer Management Pilot Program

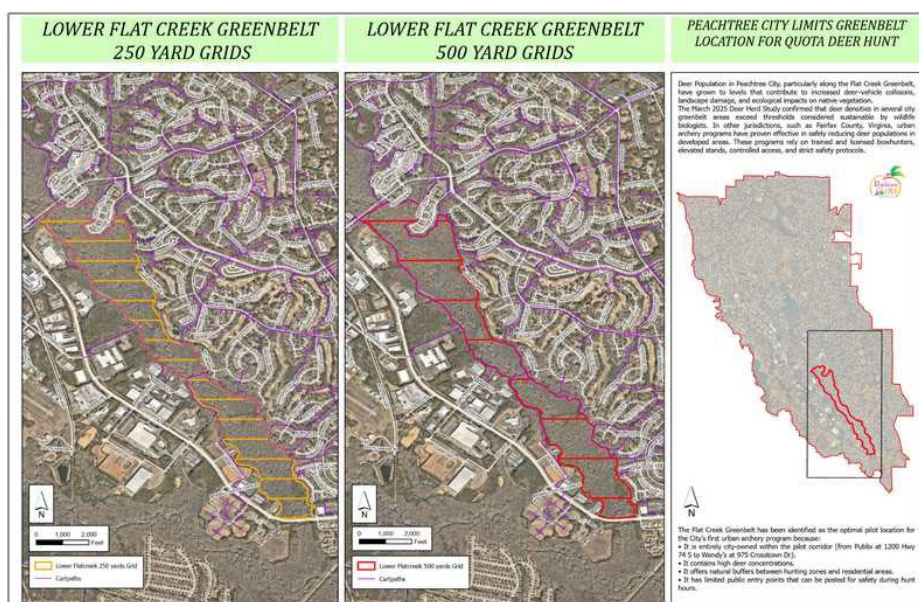
1. Background and Program Justification

Deer populations in Peachtree City, particularly along the Flat Creek Greenbelt, have grown to levels that contribute to increased deer-vehicle collisions, landscape damage, and ecological impacts on native vegetation.

The March 2025 Deer Herd Study confirmed that deer densities in several city greenbelt areas exceed thresholds considered sustainable by wildlife biologists. In other jurisdictions, such as Fairfax County, Virginia, urban archery programs have proven effective in safely reducing deer populations in developed areas. These programs rely on trained and licensed bowhunters, elevated stands, controlled access, and strict safety protocols.

The Flat Creek Greenbelt has been identified as the optimal pilot location for the City's first urban archery program because:

- It is entirely city-owned within the pilot corridor (from Publix at 1200 Hwy 74 S to Wendy's at 975 Crosstown Dr).
- It contains high deer concentrations.
- It offers natural buffers between hunting zones and residential areas.
- It has limited public entry points that can be posted for safety during hunt hours.





Office of the City Manager

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
PeachtreeCityGA.gov

2. Program Description

The Flat Creek Greenbelt Urban Archery Pilot will allow archery deer hunting from elevated stands only on designated weekends during the 2025–2026 Georgia DNR archery season for Fayette County.

Objectives:

- Reduce deer population density in a targeted area.
- Decrease deer–vehicle collisions in adjacent road corridors.
- Limit habitat degradation from over-browsing.
- Test feasibility of a long-term, expanded city-managed archery program.

3. Season Dates and Hunt Weekends

Hunting will occur on Fridays, Saturdays, and Sundays during the following Georgia DNR deer archery periods:

Archery-Only Season (Either-Sex)

- September 13 – October 10, 2025

Extended Archery Season (Either-Sex, Fayette County)

- January 12 – January 31, 2026

Period	Weekend #	Friday	Saturday	Sunday
Archery Only	1	Sept 19, 2025	Sept 20, 2025	Sept 21, 2025
Archery Only	2	Sept 26, 2025	Sept 27, 2025	Sept 28, 2025
Archery Only	3	Oct 3, 2025	Oct 4, 2025	Oct 5, 2025
Archery Only	4*	Oct 10, 2025	—	—
Extended Archery	1	Jan 16, 2026	Jan 17, 2026	Jan 18, 2026
Extended Archery	2	Jan 23, 2026	Jan 24, 2026	Jan 25, 2026
Extended Archery	3*	Jan 30, 2026	Jan 31, 2026	—

*Indicates partial weekend due to legal hunting season boundaries.



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4. Lottery Process

Two lotteries will be conducted:

1. **Hunter Selection Lottery** – Applicants who meet all eligibility criteria will be entered into a random drawing to determine the pool of program hunters for the 2025–2026 pilot season.
2. **Weekend Assignment Lottery** – Each selected hunter will be randomly assigned one or more weekends. No hunter will receive a second weekend until all selected hunters have received one.

Permit Details:

- 4 permits issued for each weekend.
- Each permit is valid for the assigned Friday, Saturday, and Sunday within that weekend.
- Hunters will be assigned to specific, city-installed elevated stands.

5. Requirements for Participation (Revised)

Hunters must:

- Hold a valid Georgia hunting license, big game license, and harvest record.
- Sign a City waiver and agree to all program rules.
- Comply with Georgia hunting laws, Peachtree City ordinances, and all program-specific regulations.
- Carry valid identification and permits while in the field.

Note: For the 2025–2026 pilot year, no archery proficiency test will be required due to the absence of accessible testing programs in the Peachtree City area. The City may evaluate adding a proficiency requirement in future program years.

6. Rules and Guidelines

Method & Equipment

- Archery equipment only (compound bow, recurve, or crossbow where lawful).
- Elevated stands only (minimum 10 ft above ground); no ground hunting permitted.
- No relocation of city-installed stands.
- **No baiting permitted** — Georgia law prohibits the use of bait for deer hunting on public lands.

Safety Buffers

- Minimum 150 ft from any occupied building outside the hunt area.
- Minimum 50 ft from any cart path, trail, or roadway.

- No shots fired across trails, toward residences, or toward roads.

Conduct & Compliance

- Hunters must check in and out daily via the City's designated system.
- All harvested deer must be reported within 24 hours to both GA DNR and the City.
- Wounded deer that cross onto private property may only be retrieved with property owner permission.
- Any safety violations, failure to report harvests, or disregard for rules will result in immediate removal from the program.

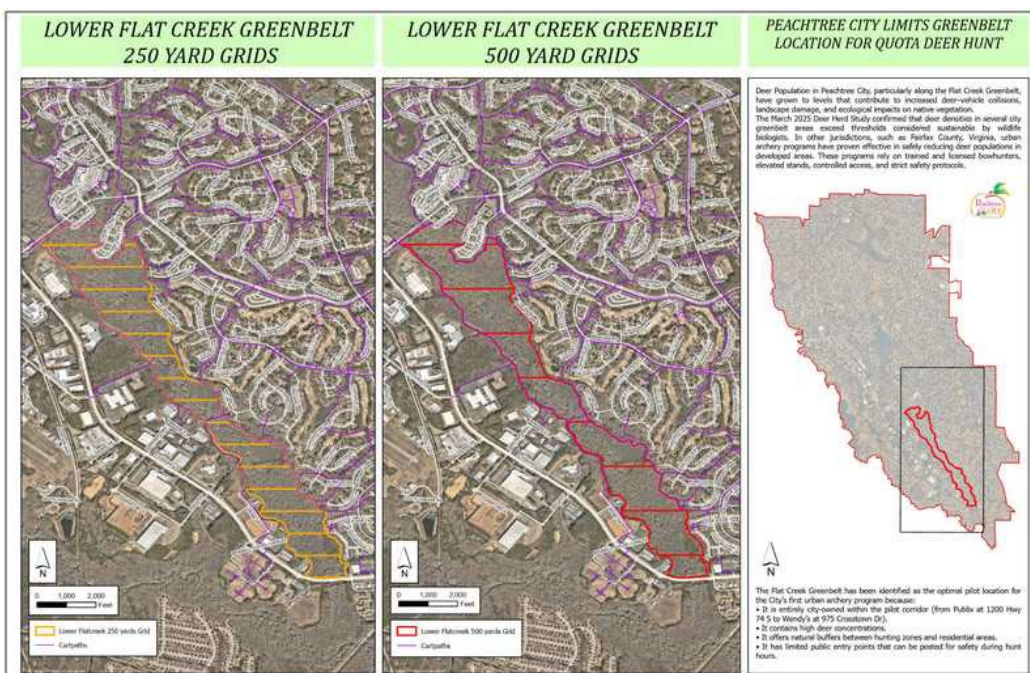
7. Evaluation and Reporting

At season's end, staff will evaluate:

- Number of hunters and hunter-days.
- Number of deer harvested and recovery rate.
- Resident feedback and safety incident reports (goal: zero incidents).
- Impact on deer-vehicle collisions in adjacent corridors.

Findings will be presented to City Council with recommendations for continuing, expanding, or adjusting the program.

Flat Creek Greenbelt Urban Archery Pilot Area Map



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Shayla Reed, Planning Director 08/13/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-17 Ordinance #1240 Fence Section 18-165 - Residential Standards Amendment

Recommendation:

Approve the Ordinance #1240 Fencing Requirement Amendment

Discussion:

Section 18-165 of the City's Code of Ordinances establishes fencing requirements within residential zoning districts. However, it has been identified that the current language does not include the Limited-Use Residential (LUR) and Limited-Use Commercial (LUC) zoning classifications. Notably, certain LUC developments contain single-family detached homes, which warrant inclusion under these standards.

To address, the following revision to Section 18-165 is proposed:

Sec. 18-165 – Residential Standards

(a) The standards in this section shall apply to all fences located within the following zoning districts: R-1, R-10, R-12, R-15, R-22, R-43, ER, GR, VR, AR, OS-P, OS-C, **LUR**, and **LUC**.

This amendment is recommended to ensure consistent application of fencing standards across all applicable residential zoning classifications throughout the city.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. Proposed - Sec. 18_165.____Residential_standards.

Sec. 18-165. Residential standards.

- (a) The standards in this section shall apply to all fences in the following zoning districts: R-1, R-10, R-12, R-15, R-22, R-43, ER, GR, VR, AR, ~~and OS-P, and OS-C,~~ LUR, and LUC.
- (b) No fence or portion of a fence shall exceed eight feet in height; however, if a property owner wishes to install a tennis court or some other similar special-purpose facility, a fence not to exceed ten feet in height may be erected on the condition the site plan for the special purpose facility is first approved in accordance with the site plan review process in the land development ordinance.
- (c) Unless further restricted by this article, no fence within a required side or rear setback area shall exceed six feet in height; however, if due to variations in topography or if the fence contains decorative features such as newels, finials or scallops, it may exceed six feet in height, but in no case shall it exceed seven feet in height.
- (d) No fence comprised of metal parts shall be installed in a residential area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.
- (e) No fence in excess of four feet in height shall be installed within the required setback area that adjoins a street right-of-way. In addition, no fence in excess of four feet in height shall be installed within a residential front yard.
- (f) No fence installed in a residential front yard shall be constructed of any material that restricts the view through such fence by more than 50 percent of the total barrier as viewed from the street.
- (g) Except as provided in subsection (h), no fence which is constructed of wire, including chain link fencing, shall be installed between the principal structure on a residential zoning lot and any adjoining street right-of-way.
- (h) Except in ER estate residential, and AR agricultural reserve zoning districts, no fence permitted in subsection (h) shall be installed in a residential front yard.

(Ord. No. 1015, § 2, 1-6-2011)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM:

Shayla Reed, Planning Director	08/13/2025
Jonathan Miller, Public Works Director	08/15/2025
Clint Murphy, Fire Chief	08/15/2025
David Borkowski, City Engineer	08/15/2025
Angela Egan, Purchasing Manager	08/15/2025
Kelly Bush, Financial & Administrative Services Director	08/15/2025
Justin Strickland, City Manager	08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-18 Building Department Services RFP

Recommendation:

Award the contract for Building Department Services, Plan Review and Erosion Control Review & Inspections to Charles Abbott and Associates for Fiscal Year 2026 with the option to extend for up to four additional fiscal years at the rates proposed. Also, authorize the Mayor or City Manager to execute the contract, subject to Legal and Staff review.

Discussion:

The City issued a Request for Proposals (RFP) to identify qualified firms to provide building code enforcement, plan review, and erosion control plan review and inspection services. These services are currently performed by Safebuilt, a third-party provider, under a contract set to expire on October 1, 2025, as well as Charles Abbott & Associates, who provide services on an as-needed basis.

In response to the RFP, the city received five proposals. The following weighted criteria were used for evaluation:

- 40% Qualifications and experience
- 40% Project approach, commitments, and assurances
- 20% Final Evaluations (pricing)

The pricing structure was based on a percentage of fees collected for plan review and building inspection services.

An evaluation team of five employees thoroughly reviewed all submissions and

completed reference checks for the highest-scoring proposer. The combined scores are as follows:

Bureau Veritas	3.38
Charles Abbott	4.68
Falcon Design	3.83
Nova	4.20
SafeBuilt	3.13

Therefore, staff is recommending awarding the contract to Charles Abbott and Associates with a start date of October 1, 2025. If awarded, staff will work with Legal to formalize a contract.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. Charles Abbott Associates - Proposal



Charles Abbott Associates, Inc.

ORIGINAL

Proposal for RFP Number 25-124PPZ

Building Department Services and Erosion Control Review & Inspections

Peachtree City

Attn: Purchasing Manager, Angela Egan
151 Willowbend Road
Peachtree City, GA 30269

Due Date: July 8, 2025 by 3pm

Charles Abbott Associates, Inc.

20 Pointe North Drive, Suite 107

Cartersville, GA 30120

Toll Free: (866) 530-4980

www.caa.inc

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Introduction Letter



Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building Department Services to the City of Peachtree City (City).

Since 1984, CAA has been a trusted professional services consulting firm specializing in Building & Safety, Fire Prevention, Engineering, and Environmental Services. Over the years, we have remained dedicated to helping local and regional government agencies improve service efficiency. Our goal is to set the standard for excellence through unparalleled customer service, a commitment that has earned us a reputation as one of the best in the industry. This success is driven by our dedication to building a team of professionals who possess a unique combination of exceptional work ethic, mindset, experience, and skills - qualities that distinguish CAA and enable us to consistently achieve the highest standards of service.

By partnering with CAA, the City gains access to a team of over 200 qualified professionals. Our ICC-certified inspectors and licensed staff are equipped to handle all aspects of Building and Safety, including building and structural plan reviews, building code compliance, building inspections, as well as erosion control and engineering plan review services. All services are overseen by a Certified Building Official to ensure full compliance with applicable codes and regulations. CAA brings experience in projects of all sizes - from major developments like hospitals, business parks, and automotive plants to smaller residential renovations. We take pride in providing the same level of care and attention to every project.

What sets us apart is our commitment to responsive, community-focused service. With a City-based team tailored to workload demands, we ensure timely, courteous support that aligns with the City's goals and serves its residents with excellence.

CAA will provide a dedicated Building Official to be responsible for the administration and enforcement of the various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings. With our team already active in nearby municipalities, we are well-positioned to offer responsive, efficient service tailored to the City's evolving needs.

We appreciate the opportunity to support the City of Peachtree City and look forward to partnering with you in providing Building Department Services that uphold the highest standards of quality, responsiveness, and community care. If you have any questions, please feel free to contact me directly at (470) 421-0046.

Sincerely,



Tim Inglis, CBO
Vice President
timinglis@caa.inc

A. Agents and Address



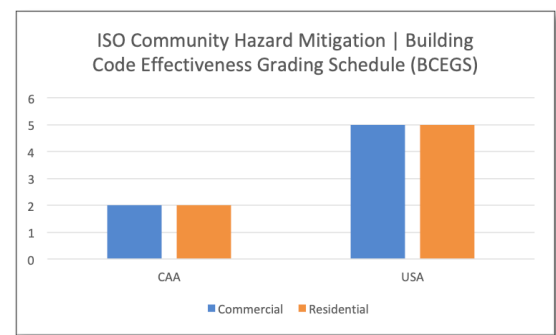
With over 40 years of experience, national representation in multiple States, and a thorough knowledge of local Building Codes, CAA is able to provide the right resources for projects of all complexities and sizes.

Company Name: Charles Abbott Associates, Inc. (CAA)
Mailing Address: 27201 Puerta Real, #200
Mission Viejo, CA 92691
(866) 530-4980
Local Office: 20 Pointe North Drive, Suite 107
Cartersville, GA 30120
Project Manager: Tim Inglis, CBO
Vice President
(470) 421-0046
timinglis@caa.inc
Proposed Services: Building Department Services
Erosion Control Services (Plan Review and Inspections)
Engineering Plan Review Services
Entity Type: Corporation
Date of Incorporation: 1984
Principal Officers: Sue Abbott, Rusty Reed
Federal Tax ID: 33-00753899
Number of Employees: 221

CAA has been a professional services consulting firm specializing in providing Building & Safety, Fire Prevention, Engineering and Environmental Services since 1984. Since then, CAA has been fulfilling its mission in helping local and regional government agencies deliver services more efficiently. Our aim is to excel by providing unsurpassed customer service, and our exceptional customer service has given us the reputation of being one of the best in the industry. We are able to consistently achieve high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA.

CAA's Certified Building Officials have assisted jurisdictions in achieving high Insured Services Office (ISO) ratings. The ISO assesses each community on a scale of 1 to 10 with regards to the administration and enforcement of the building codes and mitigation of losses from natural hazards. CAA's Georgia building departments are rated in the top 1% of Georgia's ISO ratings. This high ISO rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities.

We are highly skilled and experienced at providing the right services at the right time to ensure the City's services are operating smoothly and efficiently. CAA inspectors are ICC certified and have extensive experience with the enforcement of the State adopted Codes and Standards. Our staff is technically qualified, trained, properly



licensed and certified to provide all services to meet your needs, including project plan review, structural plan review, building code compliance review, building inspections, and related services. All work will be performed under the direction of a licensed Building Official who will conduct inspections and review plans for compliance with all applicable codes, regulations, guidelines, and permits as required. We have experience in large size economic developments, such as automotive plants, hospitals, business parks, large warehouses, and shopping centers.

CAA currently provides services to over 30 local communities with our local staff of over 40 professionals in the greater Atlanta area, including:

- | | |
|---------------------------------|-----------------------------------|
| • City of Camilla | • Butts County |
| • City of Canton | • Spalding County |
| • City of West Point | • City of Emerson |
| • Bryan County | • City of Covington |
| • Lamar County | • City of Albany/Dougherty County |
| • Lumpkin County | • City of Jackson |
| • City of Johns Creek | • City of Peachtree City |
| • City of Zebulon | • City of South Fulton |
| • City of Fairburn | • City of Dahlonega |
| • City of Chamblee | • City of Hogansville |
| • City of LaGrange | • City of Brookhaven |
| • City of Forsyth/Monroe County | • City of Manchester |
| • City of Adairsville | • City of Griffin |
| • City of Thomaston | • City of Riverdale |
| • Bartow County | • City of Palmetto |

Large Project Experience Samples



CAA's newest large development project is the SK electric battery plant in Bartow County, which is expected to be built by 2025. SK is partnering on the new plant with Hyundai Motor Group, whose own \$5.54 billion meta plant in Bryan County has already begun attracting a number of suppliers from Korea. The SK factory will occupy 3.3 million square feet on a 1,119 acre plot located on Highway 411, and is estimated to generate \$40 million in tax revenue per year.



Children's Healthcare of Atlanta (CHOA) is the premier children's hospital in Georgia and the Southeast. CAA is providing all permitting, plan review, and inspection services for the 19 stories tall and 1.6 million sq. ft. building under construction in Brookhaven, Georgia.



CAA represents Bryan County, Georgia on all things related to site development and building safety for the 2,200 acre site of the new Hyundai plant along I-16 in Bryan County. The project amounts to a \$7.5 billion investment, the largest economic development deal by number of jobs ever recruited by the State of Georgia.

Staff Experience

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

Since our incorporation in 1984, CAA has grown into a dynamic firm with a full-time staff of over 200 professionals. Our low staff turnover reflects our commitment to employee retention and professional growth, ensuring stability and continuity for our clients. We employ a fully credentialed, cross-trained team dedicated to meeting the highest standards in building and safety services. Each member of our staff brings extensive experience in public sector projects, contributing to the efficient and effective execution of our services.

CAA's proposed team of highly qualified plan reviewers is well-trained, experienced, and thoroughly familiar with the adopted codes. We employ only licensed and registered professionals with extensive construction expertise, all properly credentialed by the State of Georgia. Our staff is fully certified and equipped to provide services in compliance with the Georgia Building Code.

To ensure continued excellence, we provide our staff with ongoing training, both in-house and through professional seminars and courses. This ongoing education ensures our team remains knowledgeable and well-equipped to provide high-quality service. Additionally, we offer financial incentives to encourage staff to obtain nationally recognized certifications, which help our professionals stay current with industry standards and improve the quality of service we deliver. Because of CAA's dedication to training and our commitment to complying with State Law, we sought out the International Code Council's (ICC) Preferred Provider Program to establish ourselves as a leader in building code training. Consequently, CAA was recognized as an ICC Preferred Provider, only the 14th in the Country to receive such recognition.



CAA's Certified Building Officials have a proven track record of helping jurisdictions achieve top-tier ISO ratings, with our building departments typically ranked in the top 1% for their excellence in enforcing codes and mitigating risks from natural hazards. This ongoing dedication to mitigating losses and enforcing codes to improve safety in our communities further underscores the value we bring to the City.

Key Staff Resumes

CAA employs full time personnel to staff our work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that meets the City's required qualifications and possess all certifications and registrations as required by state agencies. Our team has plenty of experience with large economic development projects as well as with managing the challenges that sometimes arise when dealing with foreign companies and cultures, and will work seamlessly as members of the City staff, thus effectively augmenting their efforts and reach.

Proposed Staff	Role
Tim Inglis, CBO, Vice President	Project Manager
Brian Epstein, CBO	Building Official
Allen Posey, CBO, MCP	Building Plan Reviewer
Bill Golberg, CBO, CFM, MCP, MCEP	Building Inspector
Doug Munnell, PE	Civil Plan Reviewer
Steve Ahuna, PE	Structural Plan Reviewer
Bennett White, PE, CFM	Civil Engineering Plan Reviewer
Brittany Witt	Erosion & Sediment Control Inspections



TIM INGLIS, CBO

VICE PRESIDENT

Years of Experience: **20+**

EDUCATION

M.P.A. in Public Administration, *Georgia Southern University*

B.S. in Construction Management, *Georgia Southern University*

Mr. Inglis has worked in the community development profession for over 20 years, bringing a wealth of experience and expertise to the field. Since 2006, he has been employed in the private sector, where he has successfully introduced innovative approaches to building inspection and environmental compliance programs. His work has positively impacted over 50 cities and counties across the State of Georgia, demonstrating his ability to implement cutting-edge solutions and drive meaningful improvements in municipal services. His dedication to modernizing practices and ensuring regulatory compliance underscores his commitment to enhancing community development efforts.

CERTIFICATIONS

Building Official
Building Code Specialist
Zoning Inspector
Building Inspector
Housing Code Official
Building Code Official
ICC/AACE Property Maintenance and Housing Inspector
Residential Combination Inspector
Accessibility Inspector/Plans Examiner
Building Plans Examiner
NAHB Certified Green Professional
AEE Building Analyst Professional

PROFESSIONAL MEMBERSHIPS

National Contract Management Association
International Code Council (ICC)
Association of Energy Engineers
Greater Atlanta Home Builders Association



BRIAN EPSTEIN, CBO

CERTIFIED CODE OFFICIAL

Years of Experience: **28+**

EDUCATION

Business Administration, *Brenau University*

Certificate of Local Government Management, *UGA's Carl Vinson Institute of Government*

Mr. Epstein has been a Code Official for over 24 years, has over 10 years construction experience, and has extensive experience in transitioning services from the traditional city/county model to the private model. He currently serves as the Code Official for the City of South Fulton and other smaller surrounding cities.

CERTIFICATIONS

Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Building Code Official
Building Official
Housing Code Official
Mechanical Code Official
Plumbing Code Official
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Property Maintenance & Housing Inspector
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector

PROFESSIONAL MEMBERSHIPS

Midwest Georgia Inspectors Association
Building Officials Association of Georgia
Metro Atlanta Inspectors Association
International Code Council



ALLEN POSEY, CBO, MCP

BUILDING OFFICIAL/PLANS EXAMINER/INSPECTOR/MASTER CODE PROFESSIONAL

Years of Experience: **37+**

EDUCATION

A.S. in Mechanical Engineering, *Columbus Technical College*

Mr. Posey has over 37 years of construction, building and safety experience, with 30 years of code administration, problem solving, and material work force management experience. He has held the positions of Chief Electrical Inspector, Plans Examiner, and Building Official. He was responsible for all electrical plans examining, electrical inspections assignments, and all field inspections. Duties also included management of Permitting and Inspection Software Systems. Allen has inspected and plan reviewed projects including residential, commercial, education and industrial structures.

CERTIFICATIONS

Building Inspector
Building Plans Examiner
Building Code Official
Certified Building Official (CBO)
Electrical Code Official
Housing Code Official
Mechanical Code Official
Plumbing Code Official
Combination Inspector
Commercial Combination Inspector Commercial Electrical Inspector
Electrical Inspector
Electrical Plans Examiner
Fire inspector I
Property Maintenance and Housing Inspector Zoning Inspector
Master Code Professional
Mechanical Plans Examiner
Mechanical Inspector
Permit Technician
Plumbing Plans Examiner
Plumbing Inspector
Residential Combination Inspector Residential Electrical Inspector
ICC/AACE Code Enforcement Administrator ICC/AACE Code Enforcement Officer
Fire Inspector II
Combination Plans Examiner
Fire Plans Examiner
Disaster Response Inspector
AACE Master Code Enforcement Professional Commercial Energy Plans Examiner Residential Energy Inspector/Plans Examiner Residential Plans Examiner
Accessibility Inspector/Plans Examiner Residential Building Inspector
Residential Mechanical Inspector
Certified Fire Marshall
Residential Plumbing Inspector
Soil Erosion Inspector

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)



BILL GOLBERG, CBO, CFM, MCP, MCEP

CERTIFIED BUILDING OFFICIAL

Years of Experience: **30+**

EDUCATION

A.A.S. in Engineering

Extensive trade and technical schooling

Mr. Golberg has over 20 years of Building & Safety and contractor experience. He has supervised the daily operations of the Building, Zoning and Licensing Department as well as performed inspections and plan reviews for multiple cities in Georgia. He has extensive experience performing inspections and reviewing plans for all residential, commercial and industrial buildings and structures. He also has experience with Building and Life Safety Departments, Code Enforcement and Licensing Departments. He has extensive experience with riverfront, waterway building, and development issues. He will review plans and construction to verify compliance with FEMA, NFIP, and any state and local flood plain ordinances.

CERTIFICATIONS

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official
Certified Housing Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Coastal and Floodplain Construction Inspector
Combination Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Disaster Response Inspector
Electrical Inspector
Residential Energy Inspector/Plans Examiner
Mechanical Inspector
Electrical Plans Examiner
Master Code Professional
Electrical Code Official
Building Code Specialist
Plumbing Code Specialist
Electrical Code Specialist

Mechanical Code Specialist
Housing and Zoning Code Specialist
Combination Plans Examiner
Residential Plans Examiner
Fuel Gas Inspector
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Plans Examiner
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
ICC/AACE Code Enforcement Officer
ICC/AACE Code Enforcement Administrator
ICC/AACE Master Code Enforcement Professional
ICC/AACE Property Maintenance and Housing Inspector
ICC/AACE Zoning Inspector
FDEP Storm Water Management Inspector
Certified Floodplain Manager

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)
AACE



DOUGLAS MUNNELL, PE

CIVIL ENGINEER

Years of Experience: **38+**

EDUCATION

B.S. in Civil Engineering, *Texas Tech University*

Mr. Munnell has over 38 years' experience in all facets of Civil Engineering, including the planning, design, and construction management of water and wastewater systems, pump stations, and treatment plants. His experience with wastewater, stormwater, and drainage projects includes the management and design of all utility engineering projects as well as public and private site development, storm/wastewater, erosion, and roadway projects. He is highly experienced with interim and final design reviews of all water and sewer capital projects and inspects and coordinates all construction activities associated with the water and sewer system projects for compliance with approved plans & specifications, applicable federal, state and local laws, rules and regulations. He holds a Bachelor's of Civil Engineering and is a registered PE in Georgia.

PROFESSIONAL MEMBERSHIPS

Member American Public Works Association (APWA)



BENNETT WHITE, PE, CFM

CIVIL ENGINEER

Years of Experience: **32+**

EDUCATION

B.S. in Civil Engineering, *Georgia Tech*

Mr. White has over 10 years of experience as a City Engineer and Floodplain Administrator for multiple municipalities, including the cities of Brookhaven and Sandy Springs, managing land development permitting, inspections, floodplain management, and subdivision platting processes. He is the main reviewer for the Hyundai project in Bryan County, and works in very similar roles in LaGrange, Riverdale, Emerson, Chamblee, and Palmetto. He also possesses over 13 years of civil/site design and project management experience on commercial, institutional, warehouse, and subdivision developments. His plan review expertise includes Grading, Drainage, Stormwater Management, Erosion Control, Floodplain Management, Zoning Compliance, Subdivision Plat, Stream Buffer Encroachment, R/W permitting. His civil design experience includes Stormwater Management, Erosion Sedimentation and Pollution Control, Grading, Drainage, Water Distribution, Sanitary Sewer, and Site Planning. He is also an experienced manager of MS4 stormwater and r/w maintenance and improvement programs.

CERTIFICATIONS

Certified Flood Plain Manager
GSWCC Level II Certified Design Professional

PROFESSIONAL MEMBERSHIPS

Member American Public Works Association (APWA)



STEVE AHUNA, PE, CBO

CIVIL ENGINEER

Years of Experience: **32+**

EDUCATION

M.S., Applied Economics, *Santa Clara University, Santa Clara, CA*

B.S., Architectural Engineering, *California State University, San Luis Obispo*

Mr. Ahuna is a Civil Engineer in Idaho, Colorado, California, Nevada, Florida, Arizona and Texas, and has over 30 years of experience in the architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings.

CERTIFICATIONS

Building Official

Plans Examiner

Plans Examiner UBC

OES/CALEMA DISASTER SERVICE WORKER

Post Disaster Assessment SAP

PROFESSIONAL MEMBERSHIPS

International Code Council (ICC)

California Building Officials (CALBO)

Structural Engineers Association of California (SEAOC)

American Society of Civil Engineers (ASCE)



BRITTANY WITT

EROSION AND SEDIMENT CONTROL INSPECTOR

Years of Experience: 7+

EDUCATION

Paralegal Studies, Chattanooga State Community College

Ms. Witt brings extensive field experience in construction site compliance and environmental protection, specializing in erosion and sediment control inspections in accordance with Georgia Soil and Water Conservation Commission (GSWCC) standards. She performs detailed site inspections for both pre-construction and active development projects, including post-rainfall assessments and random compliance checks. She ensures all land disturbance activities meet Local Issuing Authority (LIA) requirements and State regulations. Her approach emphasizes proactive communication with contractors, developers, and City staff, and she is skilled at identifying and resolving issues on-site before they escalate to formal enforcement actions. Brittany is adept at maintaining thorough digital records through BS&A software and regularly supports municipal reporting and audits required by the Georgia Department of Natural Resources (DNR). Her field knowledge, professionalism, and commitment to environmental stewardship make her a valuable asset in upholding Peachtree City's high standards for erosion control and sustainable development.

CERTIFICATIONS

Level 1A GSWCC
Level 1B GSWCC
Level 2 GSWCC
OSHA 10hr
OSHA 30hr
Excavation Competent Person

B. Similar or Related Projects and References



The following contains a list of our local clients, with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients and invite you to contact any of them to obtain their opinion of the services we provide for their cities.

REFERENCES GA	SERVICES	SINCE
City of Camilla Dennis Stroud, City Manager (229) 330-2300 Dennis.Stroud@cityofcamilla.com 30 E. Broad Street, Camilla, GA 31730	Building & Safety	2024
City of Canton Bethany Watson, City Engineer (770) 704-1521 bethany.watson@cantonga.gov 110 Academy Street, Canton, GA 30114	Engineering Plan Review	2024
City of West Point Ed Moon, City Manager (706) 645-2226 ed.moon@cityofwestpointga.com 730 1st Avenue, West Point, GA 31833	Building & Safety	2024
Bryan County Ben Taylor, County Administrator (912) 653-3819 btaylor@bryan-county.org 51 North Courthouse Street, Pembroke, GA 31321	Building & Safety Development Site Inspections Engineering Plan Review	2022
Lamar County Sean Townsend, County Administrator (770) 358-5146 ext 109 stownsend@lamarcountygga.com 408 Thomaston Street, Suite E, Barnesville, GA 30204	Building & Safety	2022
Lumpkin County Bruce Georgia, Director, Planning Department (706) 482-2666 99 Courthouse Hill, Dahlonega, GA 30533	Building & Safety Engineering Plan Review	2022
City of Johns Creek Ben Song, Community Development Director (678) 512-327 ben.song@johnscreekga.gov 11360 Lakefield Drive, Johns Creek, GA 30097	Building & Safety	2022
City of Zebulon Larry Mitcham, City Administrator (770) 567-8748 Larry@zebulonga.us 7818 Highway 19 S., Zebulon, GA 30295	Building & Safety	2022

City of Fairburn Tony Phillips, City Administrator (770) 964-2244 tphillips@fairburn.com 56 Malone Street SW, Fairburn, GA 30213	Building & Safety	2022
City of Chamblee Kristen Gorham, City Manager (470) 395-2344 info@chambleega.gov 5576 Peachtree Road, #102, Chamblee, GA 30341	Building & Safety City Engineering	2021
City of LaGrange Bill Bulloch, Assistant City Manager (706) 883-2062 bbulloch@lagrange-ga.org 200 Ridley Ave, LaGrange GA 30240	Building & Safety Engineering Plan Review	2021
City of Forsyth/Monroe County Jim Hedges, County Manager (478) 994-7000 jhedges@monroecoga.org 38 W. Main Street Forsyth, GA 31029	Building & Safety	2020
City of Adairsville Pam Madison, City Manager (770) 773-3451 pmadison@adairsvilliga.net 116 Public Square, Adairsville, GA 30103	Building & Safety Engineering Plan Review	2020
City of Thomaston Russell Thompson, City Manager (706) 647-4242 rthompson@cityofthomaston.com 106 East Lee Street, Thomaston, GA 30286	Building & Safety	2020
Bartow County Brandon Johnson, Community Development Director (770) 607-6311 johnsonb@bartowcountyga.gov 135 West Cherokee Avenue, Cartersville, GA 30120	Building & Safety	2020
Butts County Brad Johnson, County Manager (770) 775-8200 bjohnson@buttscounty.org 625 West 3rd Street, Jackson, GA 30233	Building & Safety Engineering Plan Review	2020
City of Emerson Todd Heath, Assistant City Manager (770) 382-9819 theath@cityofemerson.org 700 Highway 293, Emerson, GA 30137	Building & Safety Engineering Plan Review	2019
City of Covington Tres Thomas, Planning & Development Director (770) 385-2180 sward@cityofcovington.org 2116 Stallings Street, Covington, GA 30014	Building & Safety	2018
City of Albany/Dougherty County Paul Forgey, Director Planning, Development Services & Code Enforcement (229) 438-3901 240 Pine Avenue, Suite 300, Albany, GA 31702	Building & Safety	2017

City of Jackson Carlos Duffey, Mayor (770) 775-7535 carlos.duffey@cityofjacksonga.com 134 South Oak Street, Jackson, GA 30233	Building & Safety	2017
City of Peachtree City Dave Borkowski, City Engineer (770) 631-2538 dborkowski@peachtree-city.org 153 Willowbend Rd., Peachtree City, GA 30269	City Engineering Plan Review	2017
City of South Fulton Shayla Reed, Community Development Director (470) 809-7700 shayla.reed@cityofsouthfultonga.gov 5440 Fulton Industrial Blvd. Atlanta, GA 30336	Building & Safety	2017
City of Dahlonega Allison Martin, City Manager (706) 482-2706 amartin@dahlongega.gov 465 Riley Road, Dahlonega, GA 30533	Building & Safety	2016
City of Hogansville Lisa Kelly, City Manager (706) 637-8629 lisa.kelly@cityofhogansville.org 400 East Main Street, Hogansville, GA 30230	Building & Safety Engineering Plan Review	2016
City of Brookhaven Patrice Ruffin, Director of Community Development (404) 637-0532 patrice.ruffin@brookhavenga.gov 4362 Peachtree Road, Brookhaven, GA 30319	Building & Safety Code Enforcement	2015
City of Manchester Mark Pullium, City Manager (706) 846-3141 P.O. Box 366, Manchester, GA 31816	Building & Safety Code Enforcement Engineering Plan Review	2014
City of Griffin Jessica Whatley-O'Connor, City Manager (770) 229-6406 100 South Hill Street, Griffin, GA 30223	Building & Safety	2014
City of Riverdale Leeroy Jones, Public Works (770) 909-5480 jonesl@riverdalega.gov 971 Wilson Road, Riverdale, GA 30296	Building & Safety City Engineering Public Works	2012-2023 2012 2012
City of Palmetto Clark Boddie, Mayor (770) 463-3377 mayor@citypalmetto.com 509 Toombs Street, Palmetto, GA 30268	Building & Safety City Engineering	2012

C. Project Approach



CAA exclusively serves public agencies and proposes to perform all Building Department, Erosion Control and Engineering Plan Review Services for the City.

Our CAA professionals have many years of municipal experience and successfully service many Georgia cities with a deep understanding of professional Building Department Services in a municipal setting. We understand that the City seeks a highly experienced and customer-focused partner to deliver comprehensive services, including building code enforcement, plan review, construction inspections, erosion control compliance, and engineering plan review. CAA recognizes the City's commitment to maintaining development momentum, protecting its natural resources, and ensuring code compliance through efficient and coordinated services. Our methodology emphasizes public service, communication, regulatory compliance, and transparency.

Building Official

CAA's dedicated Building Officials are responsible for the administration and enforcement of codes and ordinances related to building safety, safeguarding public health, and supporting sustainable community development. Our services focus on ensuring compliance, fostering economic protection, and promoting long-term building safety.

CAA will designate a dedicated and accessible ICC-certified Building Official to serve as the City's primary point of contact for code interpretation and compliance inquiries. This individual will respond to all inquiries within one business day, ensuring timely and accurate support for stakeholders. Additionally, the Building Official will actively participate in the adoption and revision of local building codes and will take a proactive role in communicating code changes and procedural updates to contractors, developers, and City staff. This outreach will be accomplished through newsletters, workshops, and email bulletins, fostering transparency, education, and consistency in code enforcement practices.

Our Services may include the following responsibilities:

Service Area	Description
Building Permits Administration	Review, issue, and manage various construction permits; coordinate interdepartmental routing.
Code Compliance Enforcement	Ensure compliance with building codes, ADA Standards for Accessible Design, Georgia Accessibility Code, energy codes, zoning conditions, certificates of appropriateness, and conditions of approval.
Code Review and Updates	Continually review building codes, recommend updates as required, manage complex code issues (including historic structures), and maintain the Building and Safety Procedures Manual.
Staffing, Supervision, and Quality Control	Ensure adequate staffing, supervise and train team members, maintain production standards, and perform quality control reviews of plan checks, inspections, and permit processes.
Plan Review Oversight	Technical review of architectural and structural plans; provide consultations and interdepartmental coordination.

Inspections Management	Schedule and perform inspections; issue correction notices and stop work orders.
Code Enforcement and Legal Action	Investigate code violations; coordinate with legal teams; testify in court as needed.
Meeting Attendance and Representation	Attend Planning Commission and Council meetings as needed; participate in pre-development meetings; engage with other building officials to discuss code changes and new technologies.
Disaster Response and Emergency Management	Conduct post-disaster assessments; assist with rapid repairs and emergency permitting.
Training and Public Education	Develop and distribute building safety training materials for officials, contractors, and the public; resolve resident and building community inquiries and complaints.
Policy Development and Strategic Planning	Draft building-related ordinances; advise on construction trends; develop new initiatives.
Sustainability and Energy Programs	Enforce green building codes; oversee sustainable practices; report energy compliance metrics.
Meeting Attendance and Representation	Attend Planning Commission and Council meetings as needed; participate in pre-development meetings; engage with other building officials to discuss code changes and new technologies.

Plan Reviewing

CAA will provide the plan review of all types of structures for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time. Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

CAA will conduct all plan review services using the City's BS&A software platform, ensuring efficient, fully digital submittal and response processes. Residential plan reviews will be completed within five business days, non-residential reviews within fourteen business days, and trade permit reviews within one business day. In cases where expedited review is requested to support redevelopment efforts, CAA will prioritize those submissions and adjust turnaround times as directed by the City. Each review will include thorough code compliance verification and clear markup feedback to promote understanding and adherence. Monthly performance reports will be provided, summarizing average review durations and identifying the percentage of permits exceeding turnaround benchmarks, enabling transparency and continuous improvement.

A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

- CAA's structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.
- CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential

and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.

- CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA and The Georgia Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective communities in compliance enforcement.
- CAA recognizes the importance of and pursues environmentally conscious design and

development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards.

- CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders.
- CAA has taken extensive steps to implement and use more efficient or “green” service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA’s and the City’s carbon footprint.

Building Inspections

CAA will provide qualified Building Inspectors whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdictional standards.

CAA will provide comprehensive building inspection services performed by ICC-certified inspectors in Building, Electrical, Mechanical, and Plumbing disciplines. All inspections requested by 3:00 PM will be conducted the following business day during normal operating hours, with allowances for emergency inspections when authorized. Inspections will be performed to enforce compliance with state minimum standard codes, city ordinances, and approved project plans. Additionally, CAA will conduct surveys of existing buildings to identify potential hazards or deficiencies. Inspection scheduling, tracking, and documentation will be managed through the City’s BS&A system, ensuring timely data entry and ease of access for staff and applicants.

Inspectors assigned to the City will:

- Coordinate all building inspection requests and perform periodic construction inspections for compliance with adopted building codes, approved plans, and other standards as adopted by the City.
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
- Ensure that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective. CAA will perform all inspections called in before 3pm no later than the end of the following business day.
- Observe all safety and security procedures, and report potentially unsafe conditions immediately CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable.
- Report code enforcement violations to the City immediately. CAA will submit a written record to the City as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for non-conforming building activities as required.

- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
- Conduct any necessary or required emergency inspections as directed by the City. Investigations will include field and office research, follow-ups and preparation of documentation.
- Provide additional services as needed and as requested by the City.

In the event of a local or regional disaster, all on-site CAA assigned staff will be accessible, available and prepared to respond to emergency calls regarding building related issues. We create rotational schedules to service emergencies as they occur, with a calling order to ensure no issues are left unaddressed. CAA provides and ensures disaster service kits are maintained to respond to disasters. Most CAA employees are Disaster Service Worker certified in within 6 months of hire date.

In addition, CAA will provide additional Building and/or Engineering Staff for emergency situations. For example, after hurricane Michael, the first category 3 hurricane to make a direct hit on the state of Georgia in more than a century and leaving widespread destruction in its wake in October 2018, CAA provided emergency Engineering and Building and Safety staff to the City of Albany. During this emergency, CAA's most urgent effort was geared towards conducting timely no power inspections, followed by building repair and roofing inspections. To further improve the expediency of the process, CAA doubled the number of staff assigned to the City temporarily, and the City's Planning and Development Department extended its hours to provide permits and inspections over the weekend from 8:00 a.m. to 5:00 p.m. for a period of time. And despite the overwhelming influx of requests, inspections requested before 4:00 p.m. were still made the same day.

Turn Around Time

CAA agrees to meet or exceed the City's turnaround times for permits:

Residential Permits	5 business days
Non-Residential Permits	14 business days
Trade Permits	1 business days

Plan reviews will be conducted within the following maximum plan review times:

Single Family Dwellings	10 business days
Re-Review	5 business days
Minor Alterations of Single Family Dwellings	5 business days
Tenant Improvements	10 business days
Additions	10 business days
New Commercial/Industrial	15 business days
Revisions to Approved Plans	1–5 business days

Records Management

CAA will maintain all Building Department records in a fully digital format, using the City's BS&A software to ensure real-time tracking and permanent archival of applications, inspection results, and permit data. Records will be updated daily and will comply with all City and State retention policies. This system will support full transparency and accessibility for City staff, external agencies, and public records requests, ensuring that accurate and up-to-date documentation is always available.

Plan Review and Building Permit Fees

CAA acknowledges and accepts the responsibility to prepare fee analyses and calculations for building plan review and permit-related fees as requested by the City. These analyses will support the City Council in developing and maintaining the City-adopted fee schedule. All fee assessments will, at a minimum, align with project valuations based on the Building Valuation Data published by the ICC Building Safety Journal, and will adhere to the City's current adopted Fee Schedule as referenced in Attachment E.

Erosion Control Services

Our services will include soil and erosion as well as landscape and tree ordinance compliance.

CAA proposes to perform erosion and sediment control plan reviews and inspections for Development Projects, including grading, erosion control, streets, storm drain, utilities, reviewing and conditioning of land divisions and development – residential, commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews in accordance with Peachtree City's status as a Local Issuing Authority and all applicable State standards. Certified personnel from CAA will issue Land Disturbance Permits, submit State and City Notices of Intent, and carry out thorough erosion inspections, including post-rainfall evaluations and randomized field visits. All erosion control activities will be documented in the BS&A system, with reports prepared and stored for audit readiness. CAA will also assist the City in meeting reporting requirements to the Georgia Department of Natural Resources.

Erosion Control Administration will include the following responsibilities:

- Proactively assist and inform applicants regarding required erosion control administration and considerations related to tree protection.
- Review and provide comments on erosion control plans, grading and landscape plans.
- Review and provide comments for approval on infrastructure, ROW, transportation and other engineering elements of construction documents.
- Advise applicants regarding programmed city infrastructure projects and appropriate tie-in or delivery of segments of planned project (such as trails, intersections or other).
- Inspect and approve land disturbance activities during construction.
- Conduct soil erosion and sedimentation control inspections.
- Perform weekly inspections of all construction sites having land disturbance.
- Attend Soil Conservation Service meetings and prepare monthly reports.
- Respond to public complaints in a timely and thorough manner concerning drainage, water runoff, erosion, tree removal and other site related matters to ensure resolution of necessary requirements.
- Communicate directly with property owners, developers, architects, builders, attorneys, and others regarding Land Development Regulation

Engineering Plan Review Services

CAA has been providing Engineering Plan Review Services to the City since 2017. CAA will continue to review grading and erosion control plans as they relate to assigned land development projects and will provide professional engineering review of hydrology and hydraulic calculations, retaining wall calculations, and other structural calculations as needed.

CAA also proposes to continue providing engineering development plan review services for the City. This includes reviewing subdivision and final site plans, along with any necessary resubmittals. Our team will ensure that these reviews are conducted promptly and in accordance with all City development standards. CAA will work closely with City engineering and planning staff to ensure coordination across departments, helping to streamline the development process while maintaining infrastructure integrity, environmental safeguards, and regulatory compliance.

The following are the key engineering tasks CAA proposes to perform:

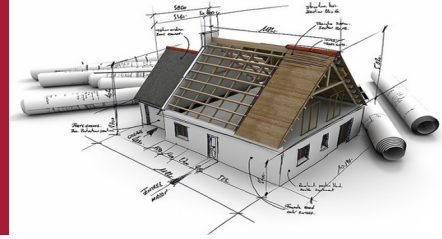
- Provide engineering review services consistent with the City's requirements and expectations.
- Attend meetings with City Staff, public officials, community leaders, developers, contractors and the general public pertinent to development projects, as needed
- Provide general engineering consultation regarding land development, and erosion sediment control.
- Review existing procedures, operation and maintenance of storm-drains and other land development activities and make appropriate recommendations to the City.
- Establish working relationships and coordination with other public agencies, City departments, and private utilities involving engineering matters affecting the City.
- Provide staff assistance on issues before the Public Works and Planning Commissions, as needed.
- Provide application and case processing support related to all land-use entitlement and development review activities.
- Provide such necessary and related functions as are normal practice for engineering review and control of private developments, including but not limited to: grading, streets improvement, storm drain, sanitary sewers reviewing and conditioning of land divisions and development –commercial, and industrial plan checking; drainage and hydraulics/hydrology reviews.
- Review tentative development plans and provide recommendations on control.
- Establish working relationships with the various utility companies.
- Review storm water control plans and stormwater pollution prevention plans.
- Provide additional services as needed and as requested by the City.

In summary, CAA understands that Peachtree City expects a partner that not only ensures compliance but also enhances the development experience. To that end, we propose:

- Public education campaigns to explain code changes.
- Participation in pre-application meetings and construction kickoff sessions.
- Collaboration with Fire, Code Enforcement, Health, and Engineering Departments for comprehensive service.
- Support during audits, public meetings, and legal proceedings (as expert witnesses if needed).

CAA has a proven track record of providing municipal building and safety services for jurisdictions of comparable size and complexity. We are confident that our team can uphold the City's standards for responsiveness, professionalism, and technical excellence.

D. Start Date



CAA proposes a streamlined onboarding process designed to ensure a seamless transition and full operational readiness by the contract start date of **October 1, 2025**. Upon contract award in **August 2025**, CAA will immediately initiate onboarding activities in close coordination with City staff.

The following is an outline of the key tasks that generally need to be completed as part of transitioning to CAA:

Planning and Analysis (45 days prior to contract start date)

- Assign CAA project transition team (2 or 3 seasoned CAA staff)
- Document complete services to be transitioned along with responsibilities
- Ensure a complete understanding of each item to be transitioned along with current status and anticipated workload
- Assess City ordinances, fee schedules, and existing permitting workflow
- Ascertain any and all City expectations and formulate measurable outcomes
- Analyze space and other operational requirements
- Develop timetable for transition activities

Team Development (First 15 days)

- Identify and assign CAA Building Official (Brian Epstein, CBO)
- Interview and assess current staff's areas of responsibilities
- Hire staff as mutually determined by City and CAA, if applicable
- Establish professional development strategy for each team member
- Implement progress monitoring reports.

Execution (15 to 30 days)

- Provide informational outreach session to the building community
- Provide permitting forms and helpful guides to public
- Initiate software system and begin data conversion
- Develop specific performance measurements which are in line with Department's overall goals and expectations
- Institute controls to ensure 'Best Practices'

Assessment (after 90 days)

- Measure achievements against established goals and objectives
- Create longer range objectives
- Make ongoing recommendations for continuous improvement
- Solicit feedback from building community

This initial contract term will run through **September 30, 2026**, in compliance with State of Georgia law. CAA understands that contract continuation beyond the first year is subject to annual funding appropriations and program approvals by the Peachtree City Council. The firm is fully prepared to support this long-term partnership and meet all performance expectations throughout the contract duration.

E. Cost of Services



Please find Attachment D, Cost of Services Proposal, on the following page.

Attachment D - Cost of Services Proposal

The undersigned have become thoroughly familiar with the terms and conditions affecting the performance and costs of the work and hereby proposed and agrees to fully perform the work in strict accordance with the Scope of Work, including furnishing any and all labor and materials, for the following proposed percentages based on the City's adopted Fee Schedule:

Fee Structure for Plan Review

50% Percentage (%) of City's collected plan review fee of a first time review and one re-review

Fee Structure for Building Inspections

50% Percentage (%) of City's collected base permit fee

Fee Structure for Erosion Control Plan Review (if proposed)

see hourly Percentage (%) of City's collected erosion control plan review fees

Fee Structure for Erosion Control Inspections (if proposed)

see hourly Percentage (%) of City's collected erosion control LDP and inspection fees. Or other proposed fee system:

Fee Structure for Engineering Plan Review (if proposed)

see hourly Percentage (%) of City's collected final site plan review fees

Supplemental Costs

(Not included in the evaluation) Fee structure for Personnel in non-routine requests. This rate should be an all-inclusive rate.

PERSONNEL	ALL-INCLUSIVE HOURLY RATE
Certified Building Inspector	included in Percentage of fees above
Certified Building Official	included in Percentage of fees above
Certified Plan Reviewer	included in Percentage of fees above
Certified Erosion Control Inspector	\$80 / hour
Certified Erosion Control Plan Reviewer	\$119 / hour
Engineer Plan Reviewer	\$149 / hour

Hourly rates are subject to an annual adjustment based on the Consumer Price Index (CPI), not to exceed 3% per year.

F. Additional Services



CAA has included the optional services of erosion control as well as engineering plan review in our proposal. No additional services are being proposed at this time.

G. Required Forms



The following forms are provided on the pages below:

Attachment A - Certification of RFP and Acknowledgement of Addenda

Attachment B – Georgia Illegal Immigration Reform and Enforcement Act Form

Attachment C – Terminations Form

Attachment A – RFP Certification Form

The undersigned declares that she or he is an authorized agent of the company or firm listed as the primary offeror; has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project; and certifies to the best of her/his knowledge that this Proposal fully complies with the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that no person acting for or employed by Peachtree City is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or any subsequent proposal or any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person or corporation applying for the same work under a different Proposal.

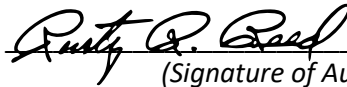
The undersigned states that she or he has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

Acknowledgement of Addenda. By Signing below, the interested Offerors acknowledges receipt of the following addenda to this RFP:

Addenda No. (if any) 1, 2, 3, and 4

SIGNED UNDER THE PENALTY OF PERJURY:

Signature:



(Signature of Authorized Agent)

Print Name:

Rusty R. Reed

Title:

President

Firm Name:

Charles Abbott Associates, Inc. (CAA)

Date:

July 3, 2025

Project Number:

25-124PPZ

Project Name:

Building Department Services and Erosion Control Review & Inspections

Attachment B – E-Verify Form

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses and ID cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

337115

Federal Work Authorization User Identification Number

Charles Abbott Associates, Inc. (CAA)

Name of Contractor

June 24, 2010

Date of Authorization

BUILDING DEPARTMENT SERVICES AND EROSION
CONTROL REVIEW & INSPECTIONS

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July, 5, 2025 in ~~XXXX~~ Hurst (city), ~~XXXX~~ Texas (state).

Sarah Ward

Signature of Authorized Officer or Agent

Sarah Ward, Marketing Director

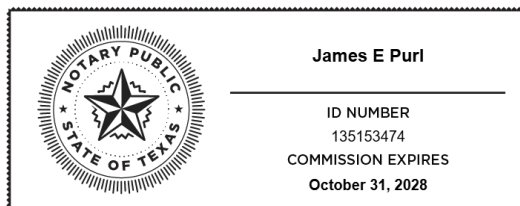
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 5th DAY OF July, 2025.

Notary Public, State of Texas
Tarrant County

NOTARY PUBLIC

My Commission Expires: 10/31/2028



Electronically signed and notarized online using the Proof platform.

Peachtree City Bldg. Dept. Services and Erosion Control Inspections RFP #25-124PPZ

13 of 19

Attachment C – Terminations Form

Project Name	Building Department Services		
Contracted With	City of Tifton	Contract Amount	
Start Date	July 2020	End Date	July 2022
Scope of Work	Building Department Services		
Reason for Termination	CAA's cost structure did not align with the City's budget constraints.		
Project Name	Professional Permitting and Building Inspection Services		
Contracted With	City of Stockbridge	Contract Amount	
Start Date	2017	End Date	2021
Scope of Work	Professional Permitting and Building Inspection Services		
Reason for Termination	CAA elected not to bid on RFP No. 2020-0027 in 2021.		
Project Name			
Contracted With		Contract Amount	
Start Date		End Date	
Scope of Work			
Reason for Termination			
Project Name			
Contracted With		Contract Amount	
Start Date		End Date	
Scope of Work			
Reason for Termination			

H. Sample Contract



AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between THE CITY OF INSERT NAME hereinafter referred to as “City”, with principal offices at _____, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as “Consultant”, with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 20 Pointe North Drive, Suite 107, Cartersville, GA 30120.

WHEREAS, The City proposes to utilize the services of Consultant for Building and Safety services.

WHEREAS, the Consultant has represented to the City that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform services and the related work described above, attached as _____.
- B. Consultant will perform services based on directives issued by the City. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the City. Consultant will not further subcontract or assign said work to any other individual or company without consent of the City.
- C. The City may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the City and Consultant. If approved by the City, a written work order will be provided.

COMPENSATION

- A. The City will compensate Consultant according to the fee schedule outlined in _____.
- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The City will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the City. The City will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

TERM

- A. This Agreement will take effect immediately upon signing by both parties and will remain in effect until_____.
- B. This Agreement may be terminated by the City without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the City, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the City with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the City and Consultant the following insurance policies:
- General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Georgia.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the City, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the City, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement. The City shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the City's gross negligence or willful misconduct under this agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the City and will be provided by the Consultant to the City upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- B. _____ County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the City to object to any

default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of Insert Name

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Print Name

Rusty R. Reed

Print Name

Signature

Signature

Title

CEO/President

Title

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Shayla Reed, Planning Director 08/14/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-19 Variance request from rear setback, 201 Beacon Tree Way

Recommendation:

Should the City Council decide to approve the variance request, staff has no recommended conditions.

Discussion:

The subject property is located at 201 Beacon Tree Way. The development consists of a 1-story residential structure and is zoned R-1 (one-family residential districts).

The applicant is requesting relief in the form of a variance from the rear setback requirement [Section 1011.4 (h)] which requires a minimum rear setback depth of 30 feet. The setback applies to buildings and structures. The application proposes a 4-foot reduction in the rear yard setback depth from 30 feet to 26 feet.

The property owner wishes to construct a proposed sunroom, on an existing slab, at the rear of the property. As part of the application, the applicant has included a justification of the request and a site plan showing the proposed development layout.

Variance Consideration:

In accordance with Section 1202 of the Zoning Ordinance, City Council may grant a variance when:

Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or

- a. The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Per section 1207 of the Peachtree City Zoning Ordinance, City Council shall consider the following factors when making a decision:

There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;

- a. The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;(c.) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- b. The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;
- c. The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and
- d. The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Staff Comments:

If City Council approves this variance request, staff has no recommended conditions.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. 201 Beacon Tree Way Map
2. Application
3. Applicant Narrative
4. Neighbor Letters of Support
5. House Photos
6. Sunroom Drawing
7. Site Plan





VARIANCE APPLICATION
153 Willowbend Rd, Peachtree City, GA 30269
Phone: 770-487-5731
WWW.PEACHTREE-CITY.ORG

Variance Fee: \$300.00 + \$100
for each additional request

VARIANCE LOCATION	Street Address <u>201 Beacon Tree Way</u> Zoning District: <u>R-1</u>	PROPERTY OWNER	ABRESCH REVOCABLE LIVING TRUST Name <u>Mark and Elizabeth Abresch</u> Phone Email
APPLICANT	Name <u>Mark Abresch</u> Address <u>201 Beacon Tree Way</u> City, State, Zip <u>Peachtree City, GA 30269</u> Phone Email	SUPPORTING DOCUMENTS	Please submit the following items in support of the requested variances. See the second page of this form for additional details. ☒ Site plan (with property lines and proposed work) ☐ A detailed report responding to the criteria listed on the back of this form ☐ Letters of support from adjacent property owners and/or HOA ☐ Other items demonstrating need
VARIANCE CATEGORY	☒ Zoning Section: <u>1011.4</u> ☐ Sign Sec.: ☐ Land Development Sec.:	SUMMARY	Briefly describe why this variance is being requested: <u>Proposed sunroom encroachment of 4 feet into rear setback</u>

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct to the best of my knowledge. By signing this application, I am granting City staff permission to enter the property and gather information required for the variance review.

Signature of Owner/Agent: Mark J Abresch Date May 15, 2025

Variance Appeal
Mark and Elizabeth Abresch

201 Beacon Tree Way
Land Lot 95
District 7
Fayette County, GA
Piney Knoll
Lot 64

Report Providing Support for Request *7 MTA*

- a) The house was built approximately ~~6~~ *7* feet over the setback line on the southeast corner of the house. This was apparently overlooked during the construction in 1975.
Secondly, we hope to build a sunroom on our property attached to the back of our house. This southeast corner of the proposed sunroom will also cross over the setback line by approximately 4 feet.
- b) The strict enforcement of the setback line ordinance will not allow us to construct a sunroom.
- c) The exceptional or extraordinary circumstances present in this situation is that at the time of construction, the house was built far back on the available property. This is creating a considerable hardship for us.
- d) If this variance is granted, it will not affect other properties in the zoning district.
- e) There is no negative consequence in regards to public health, safety, or general welfare as a result of this request for a variance.
- f) This variance will create no inconsistencies with the comprehensive plan.

Mark Abresch
May 15, 2025

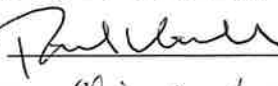
Mark Abresch
201 Beacon Tree Way
Peachtree City, GA 30269
May 13, 2025

Dear Neighbor

I hope this letter finds you well. I am writing to share my plans regarding my property at 201 Beacon Tree way and to seek your support for a zoning variance I am requesting from Peachtree City.

The purpose of this variance is to build a sunroom. I have carefully considered this request and believe it will not negatively impact our neighborhood. In fact, I hope it will maintain the beauty of the property and improve the property value.

Since our community's well-being is important to me, I want to ensure that my neighbors feel informed and comfortable with this request. I would deeply appreciate your approval and support. If you agree with this proposal, please consider signing below as a show of encouragement to the zoning board.

Name Richard Viall & N. Elizabeth Viall
Address 102 Pine Point PEACHTREE CITY, GA
Signature  Date 05-14-2025
N. Elizabeth Viall

If you have any questions or concerns, I would be happy to discuss them further. Thank you for your time and consideration.

Sincerely,
Mark Abresch
201 Beacon Tree Way

Mark Abresch

201 Beacon Tree Way

Peachtree City, GA 30269

May 13, 2025

Dear Neighbor

I hope this letter finds you well. I am writing to share my plans regarding my property at 201 Beacon Tree way and to seek your support for a zoning variance I am requesting from Peachtree City.

The purpose of this variance is to build a sunroom. I have carefully considered this request and believe it will not negatively impact our neighborhood. In fact, I hope it will maintain the beauty of the property and improve the property value.

Since our community's well-being is important to me, I want to ensure that my neighbors feel informed and comfortable with this request. I would deeply appreciate your approval and support. If you agree with this proposal, please consider signing below as a show of encouragement to the zoning board.

Name Casey McShay
Address 203 Beacon Tree Way
Signature [Signature] Date 5/13/25

If you have any questions or concerns, I would be happy to discuss them further. Thank you for your time and consideration.

Sincerely,

Mark Abresch

201 Beacon Tree Way



Back



This is the back of our house where the sunroom would be built.

This is similar to the type of sunroom Champion will be building on our patio if the variance is approved.



INSPECTION AND MEASURE

MARK + ELIZABETH AGRESTA

Mark & Shun

Windows

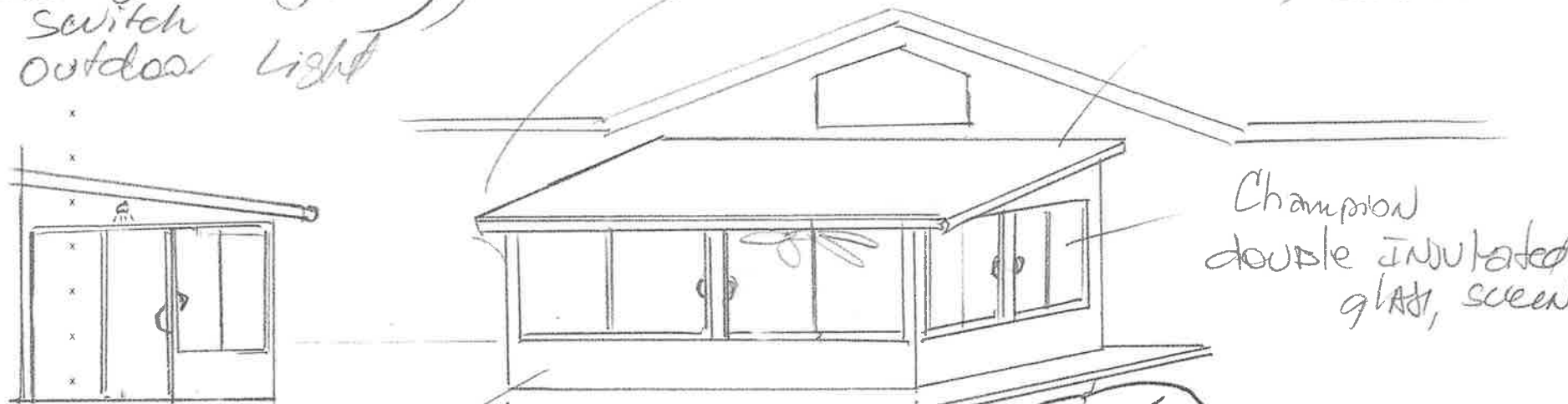
3-8-25

Priority/Location	Width x Height	Total U/I	Style	Drafts	Rotten Sill	Rotten Casing	Broken Glass	Seal Failure	Mold	Moisture	Inoperative	White	Tan	CB/TB Ext./Int.	Grids	Temp/Obs	Comments
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Electric pkg.
4 outlets
1 ceiling fan (you buy)
1 switch
1 outdoor light

Black gutter with LEAF GUARD

4" insulated ROOF, Sealed



A 12'

B 12'

C 12'

Deep Footing added to code

4" nominal frame

Champion to custom design, permit, manufacture, deliver, install, inspect.

Doors

Location	Width x Height	Sidelite Width	Style	Air Leaks	Rotten Threshold	Rotten Brick Mold	Broken Hardware	Moisture	Rust	Faded	Peeling	Steel	Fiberglass	Smooth	Woodgrain	Glass	Style	Comments
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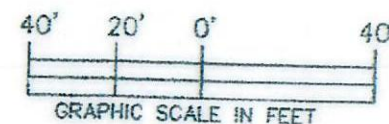
Full 15yr Warranty + Lifetime Glass

Other Products: Siding Roofing Garage Doors Sunrooms

total lot.....	15977 sf
house.....	2044 sf
porch, drive, walk, slab.....	2055 sf
new sunroom.....	144 sf
total.....	4443 sf
4443 / 15977 = 28% impervious	

LEGEND

IPS=IRON PIN SET
 IPF=IRON PIN FOUND
 CL=CENTER LINE
 BL=BUILDING LINE
 N/F=NOW OR FORMERLY
 MH=MAN HOLE
 S=SANITARY
 P=POWER
 W=WATER
 G=GAS
 -X-=FENCE
 BC=BACK OF CURB
 WM=WATER METER
 WV=WATER VALVE
 PB=POWER BOX
 GM=GAS METER
 SSE=SANITARY SEWER ESM'T
 DE=DRAINAGE ESM'T
 ESM'T=EASEMENT
 CB=CATCH BASIN
 HW=HEAD WALL
 DI=DROP INLET
 JB=JUNCTION BOX
 LLL=LAND LOT LINE



REFERENCE
 PLAT BOOK 8 PAGE 78

Proposed Rear Setback
 Encroachment, 4 feet

site survey for

Mark Abresch

Administrative Variance
 Approved July 21, 2025



IN MY OPINION THIS PLAT IS A
 CORRECT REPRESENTATION OF THE
 LAND PLATED

Jeffrey J. Johnson
 JEFFREY J JOHNSON R.L.S. 2505

THE FIELD DATA WHICH THIS SURVEY
 IS BASED HAS A PRECISION OF ONE
 FOOT IN $\frac{10000}{+}$ FEET AND A ANGULAR
 ERROR OF $\frac{3}{+}$ PER ANGLE POINT

THE PLAT CLOSURE IS FOUND TO BE
 ACCURATE WITHIN ONE FOOT IN
 $\frac{10000}{+}$ FEET

EQUIPMENT USED: Nikon--322

JOHNSON
SURVEYING

Atlanta Ga. 30253
 678-557-1449

Land Lot 95
 District 7
 Fayette County, Ga.
 Piney Knoll
 Lot 64
 201 Beacon Tree Way

DATE: 3-24-2025

SCALE: 1"=40'

JOB NO: 25-15

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Shayla Reed, Planning Director 08/14/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-20 Variance request from rear setback, 105 Wexford Way

Recommendation:

Should the City Council decide to approve the variance request, staff has no recommended conditions.

Discussion:

The subject property is located at 105 Wexford Way. The development consists of a 1-story residential structure and is zoned GR-3 (General Residential District).

The applicant is requesting relief in the form of a variance from the rear setback requirement [Section 1004.4 (h)] which requires a minimum rear setback depth of 20 feet. The setback applies to buildings and structures. The application proposes a 5-foot reduction in the rear yard setback depth from 20 feet to 15 feet.

The property owner wishes to construct a proposed shed in the rear of the property. As part of the application, the applicant has included a justification of the request and a site plan showing the proposed development layout.

Variance Consideration:

In accordance with Section 1202 of the Zoning Ordinance, City Council may grant a variance when:

- a. Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or
- b. The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Per section 1207 of the Peachtree City Zoning Ordinance, City Council shall consider the following factors when making a decision:

- a. There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- b. The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
- c. There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- d. The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;
- e. The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and
- f. The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Staff Comments:

If City Council approves this variance request, staff has no recommended conditions.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. 105 Wexford Way Map
2. Application
3. Applicant Narrative
4. Neighbor Letters of Support
5. Site Plan





VARIANCE APPLICATION
153 Willowbend Rd, Peachtree City, GA 30269
Phone: 770-487-5731
WWW.PEACHTREE-CITY.ORG

**Variance Fee: \$300.00 + \$100
for each additional request**

VARIANCE LOCATION	Street Address <u>105 WEXFORD WAY</u> Zoning District: <u>GR-3</u>	PROPERTY OWNER	Name <u>BRUCE C. WHITE</u> Phone _____ Email _____
APPLICANT	Name <u>BRUCE C. WHITE</u> Address <u>105 WEXFORD WAY</u> City, State, Zip <u>PEACHTREE CITY, GA 30269</u> Phone # _____ Email _____	SUPPORTING DOCUMENTS	Please submit the following items in support of the requested variances. See the second page of this form for additional details. ☒ Site plan (with property lines and proposed work) ☒ A detailed report responding to the criteria listed on the back of this form ☒ Letters of support from adjacent property owners and/or HOA ☐ Other items demonstrating need
VARIANCE CATEGORY	☒ Zoning Section: <u>FOR A SHED 1004.4</u> ☐ Sign Sec.: _____ ☐ Land Development Sec.: _____	SUMMARY	Briefly describe why this variance is being requested: <u>5 FT ENCRoACHMENT INTO REAR SETBACK FOR SHED 198 SF</u>

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct to the best of my knowledge. By signing this application, I am granting City staff permission to enter the property and gather information required for the variance review.

Signature of Owner/Agent: Bruce C White Date 6/16/25

Bruce C White

June 10, 2025

Peachtree City Council
Peachtree City, GA 30269

To Whom It May Concern:

The following is my report stating how my request for a variance meets the stated criteria.

- (a) My lot is oddly shaped because of a stream within the greenbelt behind my property. The back lot line is sharply angled and not parallel to the footprint of my house. The lot's topography along with the trees and the existing deck make this the best location for the shed.
- (b) The majority of the homes in this subdivision have sheds in their backyards. Both of my neighbors adjacent to me have sheds.
- (c) The lot's topography, trees, and the existing deck, along with an angled backyard lot line, make it very difficult to locate the shed anywhere else on the lot without protruding into the setbacks.
- (d) The majority of the homes in this subdivision including my neighbors adjacent to me have sheds in their backyards. Granting my variance will not constitute the granting of special privileges inconsistent with the limitations on other properties within my subdivision.
- (e) The addition of this shed will not be materially detrimental and will increase the value of my property. It will be located in my backyard and will have zero effect on public health, safety, or general welfare. The addition of this shed will be consistent with the sheds located on neighboring properties and will be a positive asset to the neighborhood and to property values.
- (f) This shed will not create inconsistencies with any objective of the comprehensive subdivision plan.

Sincerely yours,



Bruce C White

ADDRESS: 105 WEXFORD WAY, PEACHTREE CITY, GA 30269-2295

Sharon Geistweidt

June 10, 2025

Peachtree City Council
Peachtree City, GA 30269

To Whom It May Concern:

I, Sharon Geistweidt, own Lot 36 which is east of and adjacent to my neighbor, Bruce White, who owns Lot 37. I fully support and have no issue with Bruce White's request to add a shed to his backyard. I understand the proposed location of this shed is within ~~the side and back setbacks~~, and I have no issue with that. I fully support his request for a variance.

Sincerely yours,



Sharon Geistweidt

103 WEXFORD WAY, PEACHTREE CITY, GA 30269
ADDRESS

Cynthia Spann

June 10, 2025

Peachtree City Council
Peachtree City, GA 30269

To Whom It May Concern:

I, Cynthia Spann, own Lot 38 which is west of and adjacent to my neighbor, Bruce White, who owns Lot 37. I am in full support and have no issue with Bruce White's request to add a shed to his backyard. I understand the proposed location for the shed is within ~~the side and back setbacks~~, and I have no issue with that. I fully support his request for a variance.

Sincerely yours,

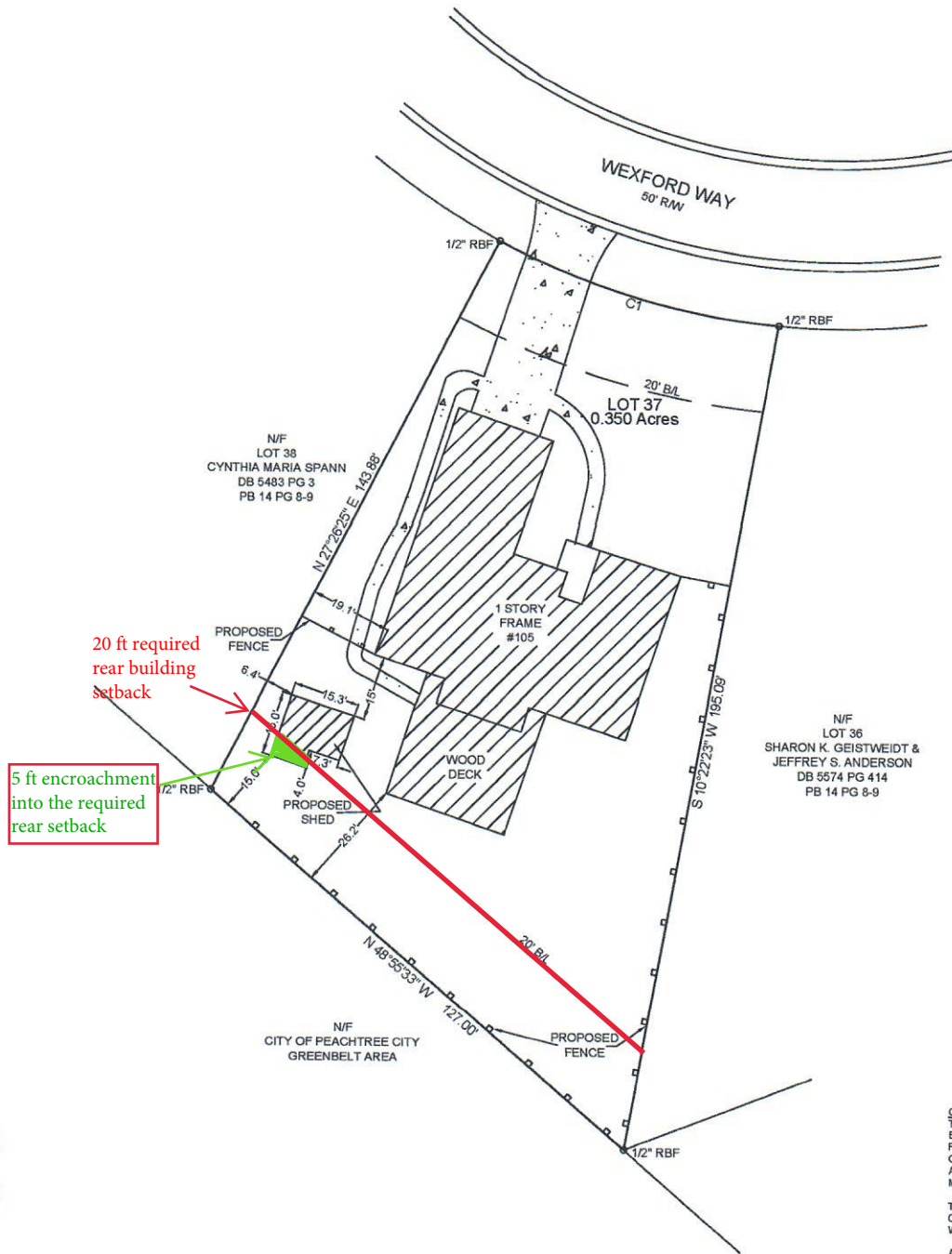


Cynthia Spann

107 WEXFORD WAY, PEACHTREE CITY, GA 30269
ADDRESS

LEGEND
 RBF=REBAR FOUND
 RBS=REBAR SET
 CTP=CRIMP TOP PIPE
 L.L.=LAND LOT
 L.L.L.=LAND LOT LINE
 P.L.=PROPERTY LINE
 CO=CONSTRUCTION ENTRANCE
 EP=EDGE OF PAVEMENT
 P.O.B.=POINT OF BEGINNING
 B.L.=BUILDING SETBACK LINE
 D.E.=DRAINAGE EASEMENT
 N/F=NOW OR FORMERLY
 F.W.P.D.=FIELD WORK PERFORMED DATE
 OF=OUT OF FLOOD PLAIN
 DB=DEED BOOK
 PG=PAGE
 PB=PLAT BOOK
 ###=HOUSE NUMBER

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	67.63'	167.24'	23°14'23"	S 73°24'19" E	67.37'



CLOSURE STATEMENT
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,167 FEET AND AN ANGULAR ERROR OF 00° 00' 02" PER ANGLE POINT AND HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.

ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LIECA 403 TCR TOTAL STATION

FLOOD STATEMENT
 ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 13113C00093E, DATED SEPTEMBER 26, 2008, THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

Job No. 105 WEXFORD

Drawn By: R.D.G. Reviewed By: R.M.B.

Issue Date: 04/29/25

F.W.P.D.: 04/18/25

Revisions Date



Prepared For:

BRUCE WHITE

Lot 37 Lake Forest Glen
Pb 14 Pg 8-9

105 Wexford Way
Peachtree City, Ga 30269

Land Lot 50 Of The 8th Land District
Fayette County, Georgia

S.A. GASKINS &
ASSOCIATES, LLC

surveyors planners development consultants
981 CAMPGROUND ROAD GRIFFIN, GA 30223
678-571-3054
rdgaskins79@gmail.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Shayla Reed, Planning Director 08/14/2025
Justin Strickland, City Manager 08/15/2025

DATE: August 21, 2025

SUBJECT: 08-25-21 Variance request from side setback, 129 Fielding Ridge

Recommendation:

Should the City Council decide to approve the variance request, staff has no recommended conditions.

Discussion:

The subject property is located at 129 Fielding Ridge. The development consists of a 2-story residential structure and is zoned R-12 (one-family residential districts).

The applicant is requesting relief in the form of a variance from the side setback requirement [Section 1001.4 (h)] which requires a minimum side setback depth of 10 feet. The setback applies to buildings and structures. The application proposes a 8-foot reduction in the side yard setback depth from 10 feet to 2 feet.

The property owner wishes to construct a proposed garage along the side of the property. As part of the application, the applicant has included a justification of the request and a site plan showing the proposed development layout.

Variance Consideration:

In accordance with Section 1202 of the Zoning Ordinance, City Council may grant a variance when:

- a. Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or
- b. The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Per section 1207 of the Peachtree City Zoning Ordinance, City Council shall consider the following factors when making a decision:

- a. There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- b. The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
- c. There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- d. The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;
- e. The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and
- f. The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Staff Comments:

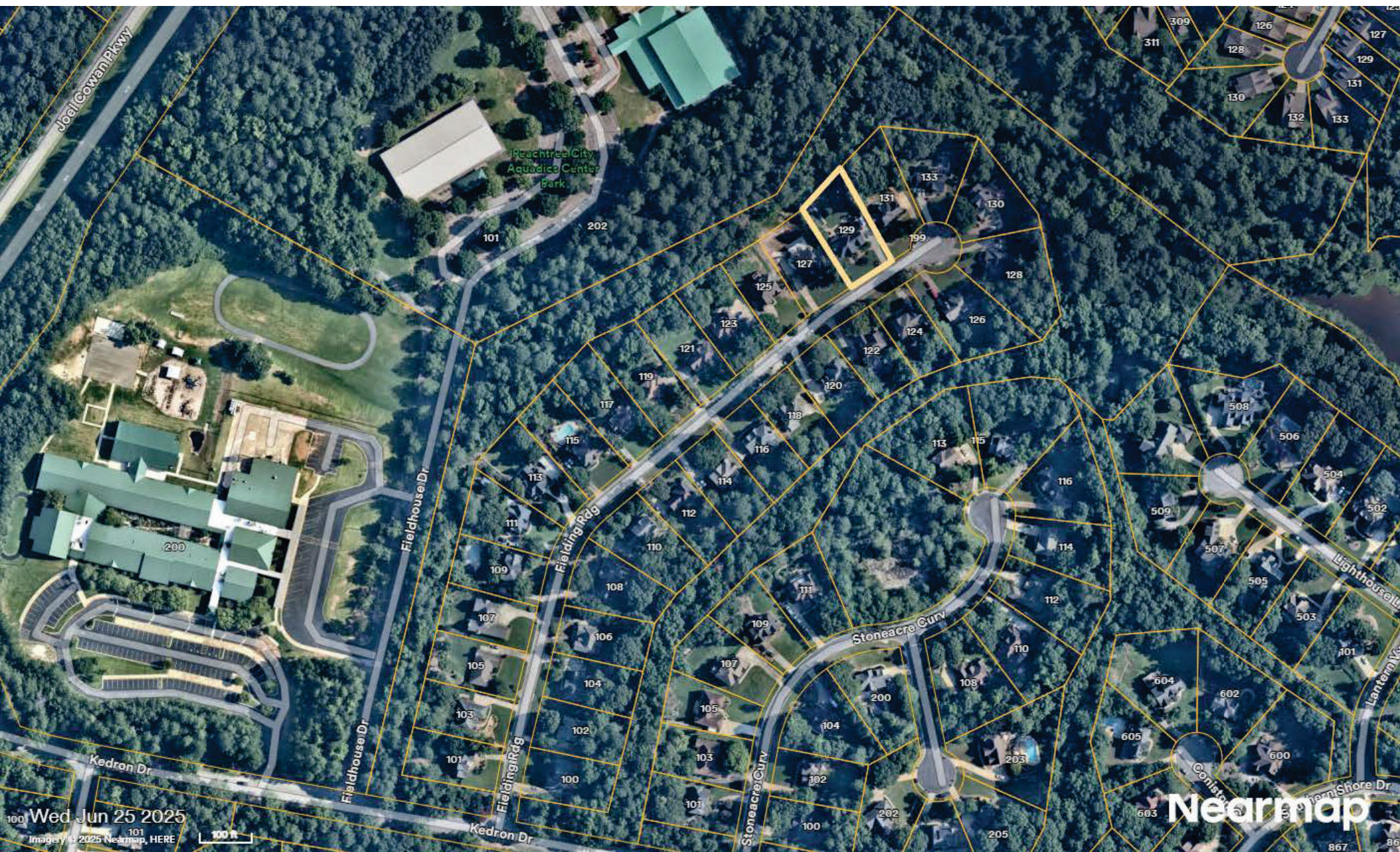
If City Council approves this variance request, staff has no recommended conditions.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. 129 Fielding Ridge Map
2. Application
3. Applicant Narrative
4. Neighbor Letters of Support
5. Photos
6. House Diagram
7. Site Plan





VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
Phone: 770-487-5731
WWW.PEACHTREE-CITY.ORG

**Variance Fee: \$300.00 + \$100
for each additional request**

VARIANCE LOCATION	Street Address <u>129 Fielding Ridge</u> Zoning District: <u>ke200</u>	PROPERTY OWNER	Name <u>GARY MARLINO</u> Phone _____ Email _____
APPLICANT	Name <u>GARY MARLINO</u> Address <u>129 Fielding Ridge</u> City, State, Zip <u>PEACHTREE CITY GA 30269</u> Phone # _____ Email _____	SUPPORTING DOCUMENTS	Please submit the following items in support of the requested variances. See the second page of this form for additional details. ☐ Site plan (with property lines and proposed work) ☐ A detailed report responding to the criteria listed on the back of this form ☐ Letters of support from adjacent property owners and/or HOA ☐ Other items demonstrating need
VARIANCE CATEGORY	☒ Zoning Section: <u>1001.4 (H)</u> ☐ Sign Sec.: _____ ☐ Land Development Sec.: _____	SUMMARY	Briefly describe why this variance is being requested: <u>VARIANCE TO EXCEED 8' INTO SIDE BUILDING SETBACK</u> _____ _____ _____

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct to the best of my knowledge. By signing this application, I am granting City staff permission to enter the property and gather information required for the variance review.

Signature of Owner/Agent: Gary Marlin Date JUN. 20, 2025

Subject: Request for variance

Date: April 30, 2025

I am requesting a variance of 8 feet into the 10 Foot side set back zoning ordinance to build a garage on current driveway that has been established since the original building of the house in 1991 (please see attached pictures). The proposed garage will have same colors of siding and roofing material as main house. There is no requirement to disturb any ground as currently constructed as garage can be built on current driveway foundation. This is the only access to the property and the only place a garage can be added. Garage is required to provide vehicle protection and add storage space to property. Strict application of the ordinance would prevent the housing of vehicles and cause them to remain visible from the street. Approval would remove them from street sight lines and have absolutely no effect on neighbors' property as an elevated driveway already exists in exact spot garage will be constructed. Granting variance does not constitute special privileges inconsistent with other properties in the same zoning district. Granting variance will not be materially detrimental to public health, safety or injurious to property.

Please see attached supporting documentation.



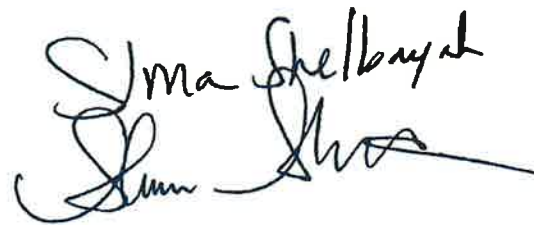
Gary Marullo

Subject: Request for variance of building distance from boundary

Address: 129 Fielding Ridge, Peachtree City GA. 30269

Date: April 30, 2025

To whom it may concern: I as the owner of the property at 131 Fielding Ridge, Peachtree city GA. 30269 have no issues with a variance approval to allow a garage built on the current driveway of 129 Fielding Ridge, Peachtree City Ga. 30269 owned by Gary Marullo.

A handwritten signature in black ink, appearing to read "Sma Shelbourn". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Subject: Request for variance of building distance from boundary

Address: 129 Fielding Ridge, Peachtree City GA. 30269

Date: April 30, 2025

To whom it may concern: I as the owner of the property at 127 Fielding Ridge, Peachtree city GA. 30269 have no issues with a variance approval to allow a garage built on the current driveway of 129 Fielding Ridge, Peachtree City Ga. 30269 owned by Gary Marullo.

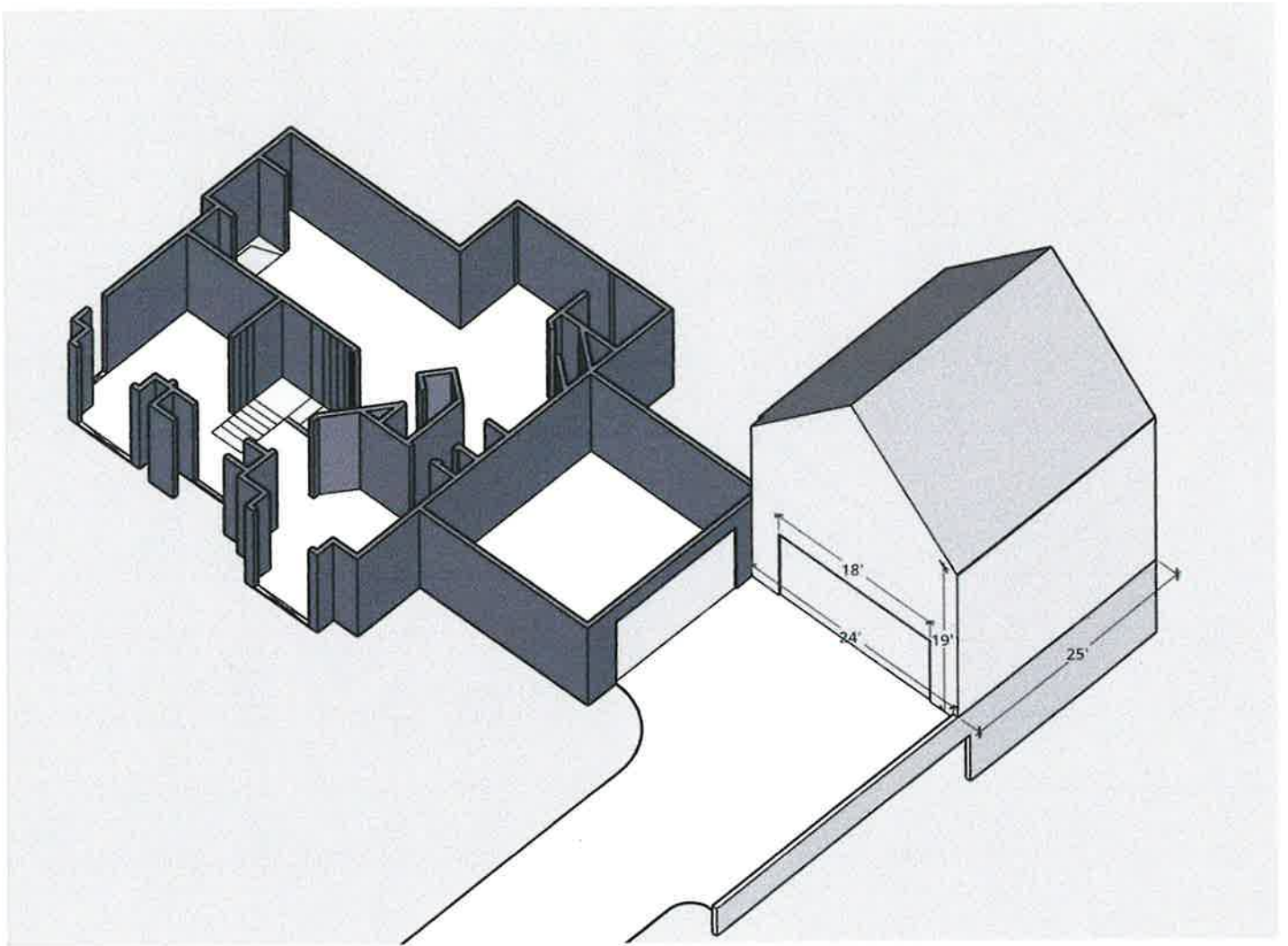
Sincerely,
Jackson
Jennifer Jackson



Side view of current driveway

PROPOSED





**LOT 19
FIELDING RIDGE**
PLAT BOOK 23, PAGES 187-188
ADDRESS: 129 FIELDING RIDGE

LEGEND
A/C = AIR CONDITIONER
B/L = BUILDING LINE
C.O. = CLEAN OUT
CONC. = CONCRETE
P/L = PROPERTY LINE
RET. WALL = RETAINING WALL
R/W = RIGHT-OF-WAY
S/D = SUBDIVISION
BRICK = BRICK PAVERS

RESERVED FOR CLERK OF SUPERIOR COURT

NOTES:

1. THIS IS A RETRACEMENT SURVEY OF AN EXISTING TRACT AS RECORDED IN DEED BOOK 5781, PAGES 515-516, AND PLAT BOOK 23, PAGES 187-188, FAYETTE COUNTY, GEORGIA RECORDS.
2. CURRENT OWNER: GARY MARULLO PER DEED BOOK 5781, PAGES 515-516, FAYETTE COUNTY, GEORGIA RECORDS AS OF 11-21-2024.
3. THIS SURVEY WAS AUTHORIZED BY GARY MARULLO.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
5. RECORD BEARING APPLIED TO EAST PROPERTY LINE.

The field data upon which this survey is based has been computed for closure by latitudes and departures, and has a closure precision of one foot in 33,076 ft., and an angular error of 6 seconds per angle point, and is UNADJUSTED. A COMPOUND was used to obtain linear and angular measurements. It is my professional opinion, that this plat is true and correct representation of the land plotted, has been prepared to meet the minimum standards and requirements of law, and has been computed for closure and has been found to be accurate within one foot in 122,803 feet.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 180-6-.09 THE TERM CERTIFICATION AS USED IN BOARD RULE 180-6-.09(2) AND (3) AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS, ZONING ORDINANCES, ENVIRONMENTAL RESTRICTIONS, BUFFERS, AND RIGHTS-OF-WAY SHOWN OR NOT SHOWN, RECORDED OR NOT RECORDED.

W.D. GRAY AND ASSOCIATES, INC. HAS MADE NO INVESTIGATION AS TO THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES, BEFORE ANY LAND DISTURBANCE ACTIVITY BEGINS. UNDERGROUND UTILITIES SHOULD BE IDENTIFIED AND LOCATED. W.D. GRAY AND ASSOCIATES, INC. ASSUMES NO LIABILITY FOR LOSS OR DAMAGES CAUSED BY THE DISCOVERY OF OR DISTURBANCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE, THE UNDERSIGNED SURVEYOR AND W.D. GRAY AND ASSOCIATES, INC. MAKE NO GUARANTEES, REPRESENTATIONS, OR WARRANTY REGARDING INFORMATION SHOWN HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS, SETBACK LINES, BUFFERS, AND OTHER SIMILAR MATTERS. OTHER CONDITIONS OR DOCUMENTS MAY EXIST THAT WOULD AFFECT THIS PROPERTY. NO LIABILITY IS ASSUMED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.

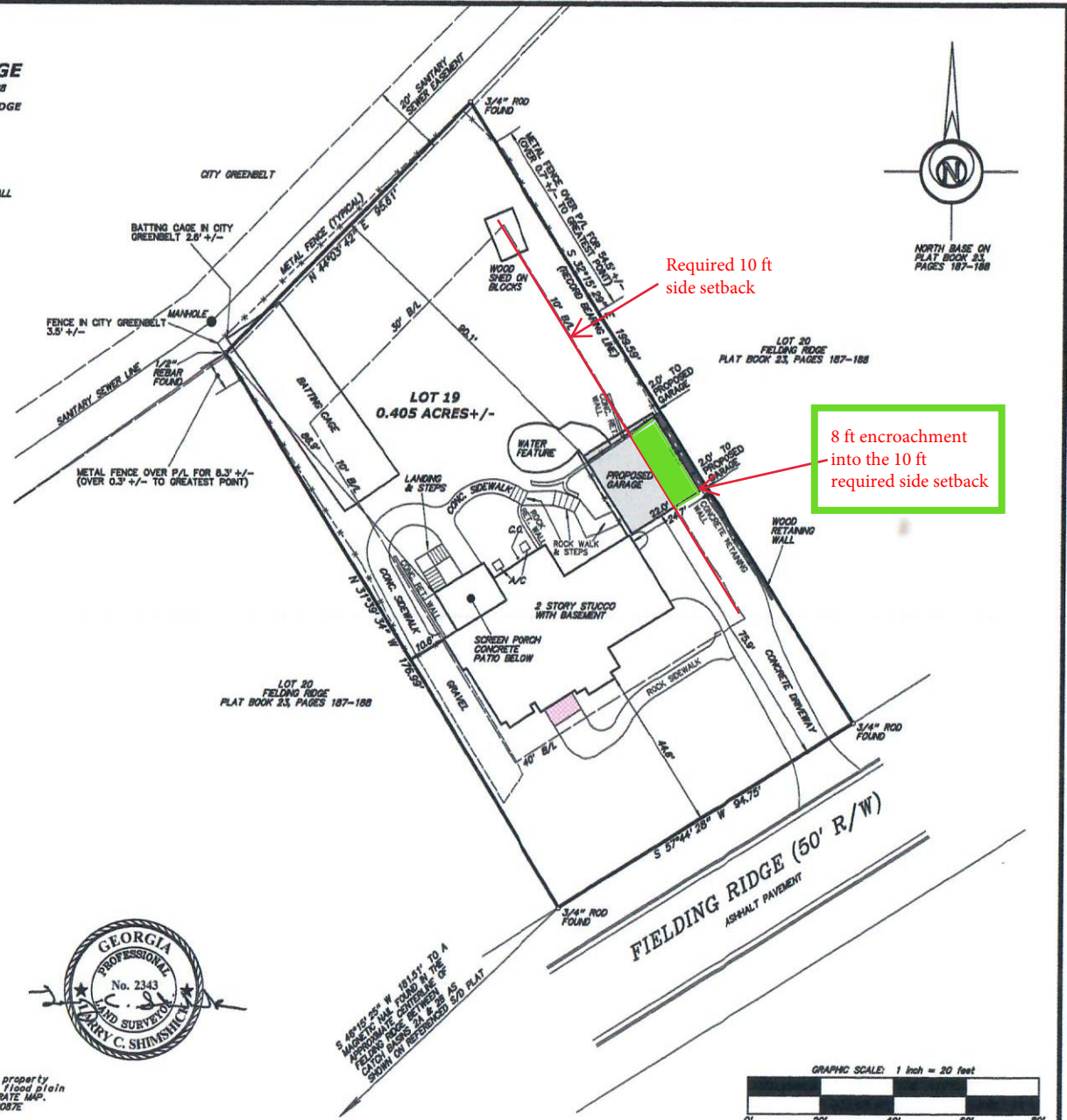
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Lorry C. Shimschuk, Ga. PLS No. 2343

06-18-2025
Date

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON PERSONS OR ENTITY NAMED HEREON. NO CERTIFICATION OR LIABILITY IS EXTENDED TO ANY UNNAMED PERSON PERSONS OR ENTITY WITHOUT RECERTIFICATION BY THE SURVEYOR NAMED SAID PERSON PERSONS OR ENTITY.

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP. Map Number: 13113C0086 & 13113C0087. Dated: SEPTEMBER 26, 2008



W.D. Gray and Associates, Inc.

LSF000701
land surveyors - planners
160 GREENCASTLE ROAD SUITE B TYRONE
GEORGIA 30290
PH. 770-486-7552 FAX 770-486-0496

PREPARED FOR:

GARY MARULLO

LAND LOT: 134	DATE OF SURVEY: 02-19-21
7th DISTRICT	DATE OF DRAWING: 02-19-21
CITY OF PEACHTREE CITY FAYETTE COUNTY, GA.	REVISED: 06-18-25 TO SHOW PROPOSED GARAGE
SCALE: 1" = 20'	JOB NO. 0607002