



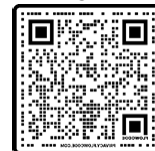
CITY COUNCIL

Kim Learnard, Mayor

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

Suzanne Brown, Post 2 | Vacant, Post 4

SCAN FOR AGENDA
PACKET



Revised Regular Meeting Agenda

November 20, 2025 | 6:30 PM

City Hall

1. **Call to Order**
2. **Pledge of Allegiance and Moment of Silence**
3. **Announcements, Awards, Special Recognition**
4. **Public Comment**
5. **Agenda Changes**
6. **Minutes**
 - A. October 16, 2025 City Council Meeting Minutes
 - B. November 6, 2025 City Council Work Session Minutes
7. **Consent Agenda**
 - A. PAC Baseball Safety Netting Project
 - B. FY26 Budget Amendment and Acceptance of Donation for Employee Holiday Luncheon
 - C. FY25 Budget Amendment — Housekeeping
 - D. FY26 Budget Amendment - Carry Forward
 - E. Public Works CAT 953D Track Loader Repair
 - F. 2026 Capital Improvement Vehicle & Equipment Purchases
8. **Old Agenda Items**
 - A. 12-24-02 Crabapple Gate Counts (Justin Strickland)
9. **New Agenda Items**
 - A. 11-25-03 FY26 Budget Amendment- Drake Pavilion Permanent Repair (David Borkowski)
 - B. 11-25-04 New Alcohol License -The Cottages at Laurelbrooke, 4000 Hayes Square (Yasmin Julio)
 - C. 11-25-05 Alcohol Ordinance Amendment and Fee Schedule Update (Yasmin Julio)
 - D. 11-25-06 Resolution Micromobility and Legislation (Clint Holland)
 - E. **11-25-07 American Legion Facility Use Agreement** (Justin Strickland)
 - F. 11-25-08 FY26 Budget Amendment- Sprung Structure for Kedron Aquatic Center (Chris Hobby)

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

This meeting will be held in the Frances Meaders Council Chambers at City Hall. Page 1 of 242

10. Public Hearings

- A. 11-25-08 Administrative Variance Appeal for 104 Lanyard Bend (Glenn Thompson, Applicant)

11. Council/Staff Topics

- A. Top Ten 2025 Community Impact Award Recipient— PTC101 (Justin Strickland)
- B. Fire Tower Project (Clint Holland)
- C. 250th Anniversary of the United States (Clint Holland)

12. Executive Session

13. 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, October 16, 2025
6:30 PM

Call to Order

The Mayor and Council of Peachtree City met in regular session on Thursday, October 16, 2025. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Laura Johnson, Suzanne Brown, and Clinton Holland.

Pledge of Allegiance and Moment of Silence

Announcements, Awards, Special Recognition

Public Comment

Stephanie Roman asked Council to reconsider the wildlife feeding ordinance discussed at the October 2 work session. She outlined some of the drawbacks of feeding deer and said several Georgia cities had ordinances banning their feeding by residents, adding that this was a humane way to address deer overpopulation.

Agenda Changes

None

Minutes

Holland moved to approve the September 18, 2025 City Council meeting minutes, the October 2, 2025 City Council work session minutes, and the October 2, 2025 executive session minutes. Brown seconded. Motion carried unanimously.

A. September 18, 2025 City Council Meeting Minutes

APPROVED 4-0

B. October 2, 2025 City Council Work Session Minutes

APPROVED 4-0

C. October 2, 2025 Executive Session Minutes

APPROVED 4-0

Consent Agenda

Johnson moved to approve Consent Agenda items A through G with an effective date of April 1, 2026 for item A. Holland seconded. Motion carried unanimously.

City Manager Justin Strickland showed what the new decals would look like. The numbers would remain the same size as the current decals, but the decals had been streamlined as a way to make it easier for cart owners to find spaces on the front and back. That would lower the cost for the City, too. Renewals would be pushed back until April 1 to give people time to make the changes, and there would be a public communications campaign to get the word out.

Holland asked about ways to remove the old decals, other than scraping. Strickland said the side stickers could remain as long as the new decals were on the front and

back.

A. FY26 Budget Amendment and Ordinance Amendment to Motorized Cart Decal Placement

Effective date of April 1, 2026.

APPROVED 4-0

B. MEJA Headquarters - Stormwater Maintenance Agreement

APPROVED 4-0

C. REM WP LAND LLC - Stormwater Maintenance Agreement

APPROVED 4-0

D. Primrose - Stormwater Maintenance Agreement

APPROVED 4-0

E. VyStar Credit Union - Stormwater Maintenance Agreement

APPROVED 4-0

F. 100 Gates Entry - Stormwater Maintenance Agreement

APPROVED 4-0

G. Sponsorship Acceptance and FY26 Budget Amendment

APPROVED 4-0

Old Agenda Items

None

New Agenda Items

A. 10-25-05 2025 Maintenance and Operation Millage Rate

Financial Services Director Kelly Bush said State law required advertising the notice of current tax digest and five-year history of levy, and they had done so. Staff proposed a full rollback of .139 mills from the current 5.983 mills down to 5.844 mills.

Brown moved to adopt the Maintenance and Operation millage rate at 5.844 mills. Holland seconded.

Holland asked about a line on the five-year history that showed the net tax dollar increase or decrease, noting that it went from almost \$3 million in 2022 to a little over \$209,000 for 2025. He asked if that would be the new way forward.

Bush replied that all homesteaded property values were frozen for this year, so the \$200,000 was just new growth. Going forward, Council would have the option to increase up to 3% or to the consumer price index (CPI), whichever was lower. Bush said it would be much lower going forward.

Motion carried unanimously.

B. 10-25-06 FY2026 Budget Amendment — Memorial Bench

Strickland said John and Margarita Kerr had made a donation for a memorial bench to be placed at the Line Creek Nature Area. It would read “Play and Love Every Day – Cherish Every Moment – Cathy Wilder Forever Loved.”

Holland moved to approve New Agenda item 10-25-06, a budget amendment for the donation and purchase of a memorial bench for Cathy Wilder in the amount of \$2,077.77.

C. ~~10-25-07 Consider a text amendment to the Sign Ordinance, Chapter 66, for revisions to roof sign regulations~~ Postponed due to advertising requirements

Public Hearings

A. 10-25-08 Variance request from rear setback, 207 Clydesdale Rd.

Planning Director Shayla Reed pointed out the property’s location on a zoning map and said the applicant had requested a reduction in the rear yard setback from 30 feet to 15 feet to accommodate a small portion of an existing deck and the entire staircase. The deck and stairs were built through a permit in 2018, Reed continued.

The applicant was now requesting a permit to construct a pool, which would be within the setback lines, but in the process of getting that permit, it was discovered that the deck was outside of the setback. He needed to bring it into compliance through a variance in order to proceed with the pool. Reed then indicated the variance criteria that Council should consider when making their decision.

The applicant, Wade Patrick, also explained that the pool would be within the setback. He said his mother- and father-in-law originally owned the house, and he and his wife acquired it in 2016. In 2018, he rebuilt the existing deck and did not change the footprint. That was a permitted job, he continued.

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

Brown asked why the tax records showed that the Patricks owned the house in 2012, and Patrick said his mother-in-law died in 2016, but his wife had been on the deed before then. Brown then asked if he added the stairs when he rebuilt the deck in 2018, and Patrick said they were existing. He replaced but did not expand them.

She asked Patrick why he did not get a survey when he rebuilt the deck in 2018. He said he thought it would be fine because he was simply replacing what existed, but he was stopped during the process and told he had to get a permit, so he did.

There was no mention of a survey at that time.

Learnard verified that the pool was not encroaching any setbacks. Patrick pointed to corners of the house that were 24 and 27 feet from the 30-foot setback line and noted that the stairs were 15 feet from the line. Learnard asked when the deck and other additions were built, and Patrick said it was in the early 1980s.

Did the City sign off on the deck rebuild in 2018? Johnson asked, and Patrick said they did not. She, too, verified that this deck as it stood now was the same size as what was built 40 years ago. Learnard said she had no problem with this variance, and Johnson agreed.

Brown wondered if he could change the configuration of the stairs so they did not protrude so far into the setback. Patrick said the power to the house was in this area and could not be blocked. Also, he said, it would not be attractive. He noted that he had to get this variance in order to do anything to the house, even a kitchen remodel.

Brown said this was a common circumstance in Peachtree City that Council had to deal with due to changes in zoning and building regulations over the years. Learnard noted that the neighbors had signed on in support. There was a variance process because sometimes there was no other way. Brown agreed.

Holland wanted to see a photo from 2018 or before. Strickland said they had satellite imagery and found an image from 2010 that showed the deck and stairs.

Brown moved to approve Public Hearing item 10-25-08, variance request in the amount of 15 feet into the 30-foot rear setback at 207 Clydesdale Road. Johnson seconded. Motion carried unanimously.

B. 10-25-09 Variance request from rear setback, 101 Bay Pt.

Reed indicated this property on a zoning map and said the request was for a reduction in the rear yard setback from 30 feet to 27 feet to allow the construction of an enclosed porch. There had been a stop work order issued due to active construction without a permit. Reed said about three feet on a corner of the porch would be in the setback.

The applicant, James Turner, explained that they decided to enclose an existing patio to create some shade after having several trees removed from their back yard. He commented that he had a lot of work done to the house and had believed the person building the porch had pulled all necessary permits. Turner also explained that the topography of his lot wouldn't allow for a deck.

The Mayor opened the public hearing. Neighbor Edward Geiger noted that this patio slab was original to the house and said he had no objection to the variance. No one else wished to speak, and Learnard closed the public hearing.

Johnson asked if there were permits for the other work Turner had mentioned, and he said there were. This slab, Turner continued, was original to the house, which he believed was built in 1982. Learnard confirmed that this was a request to cover only that existing slab.

Should this not have been an administrative variance since it was for 10% of the setback distance? Holland asked. Brown said it should not, and Reed said it required a full Council variance. Brown commented that since the ordinance was changed, the only administrative variances were for pre-existing situations that were two feet or less into a setback.

This lot was almost a perfect square, Brown noted, but the problem was that the house was further back on the lot than it needed to be. The slab was not a structure, so there was no problem with it going into the setback. She also cautioned that it was best from homeowners to not rely on builders to obtain permits.

She told Turner she had determined that he could expand the slab and move the structure to the east or reduce the size of the structure to get it out of the setback. Turner explained that moving it to the east would reduce their already minimal flat area. Learnard asked if Council could see the additional photos of the lot that Turner had provided.

Holland then said he was correct about a 10% setback reduction being allowed for administrative variances. It was in section 1204 of the zoning ordinance, (1)(b).

Turner explained the photos, saying he had tried to show the rolling topography. He also mentioned that there was an electrical outlet on the patio and a faucet on the other side, so moving the structure would not be feasible. He had already done repairs for termite damage in this area and did not want to have to tear it up again.

Learnard said it might be an administrative variance, but the decision was Council's now. City Attorney Ted Meeker said he did not believe it was an administrative variance, as did Brown. Learnard summarized the situation, saying the patio was not because the trees were gone; the slab had existed for many years, and the topography made another location difficult.

Johnson said Brown had made a good point about the location of the house on the lot, but that could not be corrected now. She said she would be inclined to approve this variance because of that.

Learnard noted there were letters of support from three neighbors. Brown and Holland commented that people should ensure permits were obtained, and Brown said granting variances when the lack of a permit was discovered sent the wrong message.

Johnson noted that he had applied for permits for other work, but what Brown said was true. Holland said he did not like variances but had realized that they were needed in certain cases. This was for only three feet, and he could support it.

Johnson moved to approve Public Hearing item 10-25-09, variance request from rear setback, 101 Bay Point. Holland seconded. Motion carried unanimously.

C. 10-25-10 Variance request from building setbacks and landscape buffer requirement, 1501 Georgian Park

This request was for four variances, Reed said, and the site abutted the Kedron Shopping Center and a residential area. The topography had made design challenging; a retaining wall would be needed to retain soil on a steep slope. The front setback was requested to be reduced from 40 feet to 26 feet, 1 inch; the side setback from 10 feet to 5 feet, 8 inches, and the rear setback from 20 feet to 6 feet, 2 inches. These changes would allow for parking spaces and a playground in addition to the retaining wall. There were two criteria Council should consider for the zoning component.

The applicant was also asking to reduce the 25-foot landscape buffer to 17 feet, 1 inch, while constructing the retaining wall. The buffer would be replanted when construction was complete, Reed stated. She presented the criteria for this variance as stated in the Land Development Ordinance (LDO).

The applicant's representative explained they would be building a daycare facility with a 10,000 square foot playground. Due to the topography, they had permission from the State to reduce the size of the playground from the required 16,000 square feet. The retaining wall along the playground would go up to 16 feet high, while the wall along Georgian Park would be 13 feet at its highest point.

He stressed that the landscape buffer disturbance would be only during construction. However, after talking with the City Engineer and with Reed, he asked to change the reduction request to 12 feet because of the way the wall would be constructed. They had a landscape plan and were committed to replacing the vegetation once completed.

The Mayor opened the public hearing. Property owner Robert Vassey said he had owned this property since 2009 and had spent more than \$30,000 on elevations and site plans, but no one had expressed interest. He thought this daycare facility would be a benefit to the community and urged Council to approve the variance. No one else wished to speak, and Learnard closed the public hearing.

Holland asked if the concept plan had been reviewed by the Planning Commission, and Reed said it had, but not the variance, which went only before Council. He said he was in favor of this project, noting that the landscaping was important and verified that it would be replanted.

Brown described her reaction as “shocked” when seeing the steep slope of the property from west to east and applauded the developer for their willingness to make this site usable. She said a day care facility was much needed in that section of the city. Brown said she understood it was necessary to remove the trees and had confidence that the developers would make good decisions and work with the Planning Commission on a landscape plan. The applicant noted that they would also be preserving the trees around the entrance on the southeast corner of the site, even though it was not required.

Johnson agreed that additional day care was needed in Peachtree City and said she understood the hardships around developing this site.

Learnard asked for a motion to approve this variance with what was originally presented as a variance from the 25-foot landscape buffer to 17 feet, 1 inch, further reduced to 12 feet. So moved, said Holland, with Brown seconding. Motion carried unanimously.

Council/Staff Topics

1. Magnolia Arts Festival

Learnard noted that Magnolia Arts Festival was that weekend.

2. Pickleball courts at Meade Field

The groundbreaking for the new pickleball courts was set for the following day, the Mayor announced.

3. Deer Hunting Pilot Program

Brown said she intended to reopen the discussions for the deer hunting pilot program. She had a few ideas for modifications, gleaned from discussions on social media and with hunters, to discuss with Assistant City Manager Chris Hobby and planned to get this on the next agenda.

Executive Session

None

Adjourn

There being no further business, Holland moved to adjourn at 7:37 p.m. Johnson seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

City Council of Peachtree City
Meeting Minutes
Thursday, November 6, 2025
9:30 AM

Call to Order

The Mayor and Council of Peachtree City met in regular work session on Thursday, November 6, 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

Quarterly Reports

A. 3rd Quarter 2025 Quarterly Reports

Brown said she would like to see raw data, not a percentage of increase or decrease from previous quarters. She cited traffic stops by the Police as an example, saying she wanted actual numbers, not the percentage that resulted in warnings and the percentage that resulted in citations. She also asked that departments report raw data and indicate upward or downward trends compared to prior years. Also, some things that used to be reported, such as the number of drug charges and DUIs, were not now reported, and she would like to see them return.

The Mayor mentioned that the quarterly reports were available to the public on the City's website.

Public Comment

Michael Surapine said he had sent an email to Council regarding this issue but wanted to also make an appeal in person. He and his daughter were opening The Wine Bar, a business that would rely on his certification as a sommelier to serve and sell wines he personally had selected from all over the world.

While State law would allow him to sell unopened bottles of wine, an old ordinance in Peachtree City forbade it. He asked Council to review this and consider bringing it in line with the State. Otherwise, he would have to uncork a bottle, re-cork it, then sell it to a customer, rather than let the customer have the experience of uncorking it after purchase.

Keith Larson said he represented Bike/Walk Fayette, a group that addressed path, sidewalk, and street safety for cyclists and pedestrians. In his year of serving on the Transportation Advisory Group (TAG), Larson said they had looked at the challenges posed by the number of different types of micromobility devices.

One problem was how to define these devices, while another issue was speed management. Larson said local jurisdictions did not have the legal authority to lower street speed limits below 25 mph nor to establish speed limits on shared-use paths. He said that needed to be addressed.

He had looked at what cities around the country were doing and had crafted a proposal for legislation called The Micromobility Traffic Safety Act. Larson asked that Peachtree City pass a resolution of support asking local legislators to sponsor this legislation. Woolsey, Tyrone, and Brooks had already signed on. Larson provided copies of the legislation to each Council member.

Presentation

A. Retail Strategies

Mill Graves of Retail Strategies updated Council on his firm's progress in attracting businesses over the past two years and plans for the third year of their contract. He reviewed the retail recruitment timeline, emphasizing that the developer drove the decision, and it was a lengthy process.

Graves went over the tools used to understand the market and how to best represent Peachtree City to developers. He showed heat maps that indicated the number of visitors to various retail areas and also provided data that could help retailers and restaurants realize the city's potential. He discussed how they defined the market—not by the city limits, but in drive times that designated a consumer trade area. They also looked at market share for various stores, and Graves noted that all national stores in Peachtree City performed very well compared to those in other areas.

The focus in Peachtree City had been entertainment, grocery, and full-service restaurants. He said there was still a gap in grocery, and they were talking to a couple right now. There had been a lot of investment in the past few months, Graves said, noting that his firm was involved in the Books-A-Million/Trader Joe's location swap. Right now, restaurants were the biggest focus.

He added there was not a whole lot of vacant land for new development, so annexation would provide more opportunities. The timelines on a planned development on SR 54 had been a huge challenge when it came to attracting developers.

Trilith had sent some developers their way, too, Graves remarked, and was a good relationship to grow. Graves also reported how existing assets, including Braelinn Village and Westpark Walk shopping centers, were continuing to create opportunities. He said there was interest in the Carriage Lane area, too. They were talking to a couple of specialty grocers, and one was more of a bodega, which he said was a small store that offered a variety of foodstuffs.

For the remainder of this year, Graves stated, they would be updating data and refreshing this retailing strategy for Peachtree City. He hoped to work more in the community in the coming year, and Learnard asked about that. Graves replied that he wanted local businesspeople to know they were a resource they could use.

Learnard mentioned she would be thrilled to see something come into the old Bank

of America location at Braelinn, and Graves said a developer was working on that now.

Johnson said she was glad to hear that full-service restaurants were a focus because that was something she had heard from the community. Graves mentioned that it was hard to find prospects, but they were working on it. Brown asked that there not be any more fast food chicken restaurants, and he said that was not on their list.

A Wegman's grocery store was on Holland's wish list, but Graves said it was not on their prospect list right now. They were moving south, however, and he said Retail Strategies would be the first to know if they were coming to Georgia. Holland also mentioned Whole Foods, but Graves did not comment. Holland also said he would like to see higher-end ethnic restaurants and more family-style restaurants.

Agenda Changes

Brown moved that New Agenda items A. and B. be heard before Work Session Discussion items. Holland seconded. Motion carried unanimously.

New Agenda Items

A. 11-25-01 New Alcohol License - Rukaa Sushi, 361 Hwy 74 North, Suite 102

City Clerk Yasmin Julio said the licensee and the location met all requirements to be granted a license.

Holland moved to approve New Agenda item 11-25-01, New Alcohol License - Rukaa Sushi, 361 Hwy 74 North, Suite 102. Brown seconded. Motion carried unanimously.

B. 11-25-02 New Alcohol License - Pint & Play, 302 Willowbend Rd.

The applicant and the location met the requirements, Julio said.

Holland said he had read that people could pour their own beer and asked how that would work.

Applicant Kevin Sutton explained that patrons' identifications were checked when they entered, then they could get bracelets to allow them to sample beer or wine or they could swipe a payment card. Holland said he wanted to make sure IDs were checked, and Sutton assured him no one could access the beverages without a bracelet or card.

Holland moved to approve New Agenda item 11-25-02, New Alcohol License - Pint & Play, 302 Willowbend Road. Brown seconded. Motion carried unanimously.

Work Session Discussion Items

A. Consider the Findings of the Hearing Officer in the Ethics Complaint against Suzanne Brown

City Attorney Ted Meeker said Council had three options. They could accept the findings and recommendations of the hearing officer; accept the findings of fact and reject the recommended discipline and instead substitute their own discipline. However, there was no discipline recommended.

Learnard asked if Brown should leave the room, and Meeker said it was not necessary, and Brown said she wanted to stay.

The final option, Meeker said, did not apply because they had only four Council members, and it required a supermajority to reject the findings and either dismiss the complaint or conduct their own hearing.

Learnard said she was in favor of accepting the findings and recommendations of the hearing officer. Holland and Johnson agreed. Meeker said a motion would be needed, and Holland said so moved. Johnson seconded. Motion carried 3-0, with Brown abstaining.

B. Crabapple Gate Counts

On December 19, 2024, City Manager Justin Strickland recalled, Council voted to re-open Crabapple Lane within the Kedron Hills subdivision to cart traffic through the end of the summer of 2025. Council also instructed staff to obtain cart traffic counts of this entry and two other comparable entries into Peachtree City that required carts to drive through a neighborhood to get to the path system. Staff chose to obtain counts from Ashcot Drive, within the Maple Shade subdivision on the west side of SR 74, which directly connected to Tyrone via its street network, and the Preserve on the south side, which directly connected with unincorporated Fayette County via County paths and then through subdivision streets to get to the Peachtree City paths. Police Flock cameras were installed to facilitate the traffic counts, and Strickland said officers counted the carts every week.

Eight months of data collection showed that the average number of carts per week was 162 at Crabapple, 273 at Ashcot, and 358 at The Preserve. Ashcot averaged about 69% more carts per week than Crabapple, and The Preserve had 121% more cart traffic. Strickland also presented a bar graph that compared all the weeks of cart traffic in these three areas.

Strickland reminded Council that the motion they approved was to open the Crabapple gate to carts through the end of the summer and evaluate its status then. Council would now have to take action to either close it again or leave it open.

Brown questioned the location of the camera at The Preserve. She noted that The Preserve was on the east side of Redwine Road, but it was part of Peachtree City, so a lot of people who were city residents had gone through the cameras. However it was next to the large Woodcreek subdivision, which was not in the City. She said a lot of people went through there on their way to Publix or the school, but she was

surprised it was the busiest entrance of the three.

Johnson acknowledged this was probably a tedious process and thanked the Police Department for collecting the data, saying it was useful.

Holland stated he had insisted on the traffic count and, speaking as a resident of that area, the difference in traffic was not noticeable at just 23 carts per day. He did not think volume was an issue, but the number of carts he saw without Peachtree City registration decals was. That might be something to look at down the road.

Strickland said he reached out to Tyrone after Holland mentioned the decal situation to him, and Tyrone put a notice in the newspaper reminding residents that they had to register their carts in order to use Peachtree City paths.

Holland said he would like them to consider what they were charging Tyrone users, but Learnard said that was a topic for another day.

Learnard asked if they needed a motion and could they do that today? Brown moved to leave the Crabapple gate open until further issue. Johnson seconded the motion in order to have further discussion. She said she would prefer to wait until the next meeting so citizens would have an opportunity to weigh in. She rescinded her second and Brown her motion.

Brown also mentioned that because of all the new development going on in that area, this was a topic they might have to re-visit.

C. Council Meeting Date Changes (Construction and Holidays)

It previously had been announced that City Hall construction would start in November, Julio stated, but the start date has been pushed back to January 2026. The work sessions in December and beyond had all been moved to 6:30 pm instead of a morning session, but with this change, the December 4 work session could be held in the morning, if Council desired.

Julio said the second meeting in December was usually cancelled. The meeting date would fall on December 18, and Julio asked that Council decide if they would like to cancel or reschedule that meeting. Lastly, she pointed out that the first Thursday in January, which would be a work session date, fell on New Year's Day, and City Hall would be closed. She noted that construction would start on the following Monday, January 5, but it should be possible to hold the work session that morning and ask the contractors to start a little later in the day.

Holland said he was in favor of holding the December 4 meeting in the morning, with Brown noting that she preferred evening meetings. Johnson said either was fine with her but wondered if they would consider having just one meeting in December and holding it on December 11, which was the Thursday between the two dates. Holland and Johnson said they preferred the mornings. Brown and

Learnard agreed that it might be best to hold one meeting on December 11 at 9:30 a.m.

What did they think about Julio's suggestion of Monday January 5 in the morning, Learnard asked. Brown asked if there were things on the agenda they could move to the December meeting and if newly elected Councilman Michael Polacek could be sworn in in December? Julio said the ordinance said it had to be at the first meeting of the year because that was when the term started. Meeker said they could appoint him to fill the unexpired term, but there was a lengthy process attached to that.

Learnard suggested they just go with the January 5 work session, with the regular meeting set for January 15. Brown asked if they could start the meeting earlier so the construction could get started earlier in the day? Council decided 8 a.m. would work. Julio said she would make sure all State law requirements were met regarding the meeting changes. No vote was required.

Johnson also mentioned there would be conflict with a school break in February, but they could talk about that later.

D. FY26 Budget Amendment- Sprung Structure for Kedron Aquatic Center

Assistant City Manager Chris Hobby noted that it was time to make a decision on the Kedron pool enclosure. They were able to erect the bubble for this season, but this would be its final year. Council had asked staff to look at a Sprung Structure, which was a more permanent type of enclosure.

The process was more complicated than anticipated because the existing grade beam that supported the bubble was not sufficient to support the Sprung Structure. Staff reached out to WM2A Architects to look at it.

Hobby said they were planning on constructing the structure and all the other work that needed to be done at the pool at a cost of about \$4.5 million. A new bubble would be a \$1.2 million project. WM2A's price for design was \$247,500, and that cost would not go up, even if the overall cost of the project did. That money would have to come from a budget amendment, which would have to come from reserves, Hobby said.

The Sprung Structure had an estimated lifespan of about 40 years, compared to the bubble, which had to be replaced every 15 years. City Engineer Dave Borkowski corrected that, saying bubble technology had improved, so now they had a 20-year warranty.

Hobby said their options were to do nothing and go to a seasonal pool; purchase a new bubble for \$1.2 million and get another 20 years of use from it, while not addressing the tile and other issues; or move ahead with the design work on the Sprung cover.

Recreation Director Harold Layton added that the Sprung project would include all the concrete work that needed to be done, as well as other items.

Johnson made sure that the Sprung Structure was permanent, and Layton said it was. It had walls and a roof with a translucent ceiling, with garage doors on the side that could be opened for air circulation. The deck would be expanded to allow for lounge chairs. Learnard asked if there could be bleachers for onlookers, but Layton said there would not be room for that.

Holland confirmed that a new HVAC system would be included. Johnson asked how long construction would take, and Layton said about 10 months to a year. Brown noted that the pools would be closed during that time.

What would they be doing to prevent rust on the metal components? Holland asked. Layton said most of the metals would be stainless or aluminum. Holland cautioned about dangers with stainless steel in stressed areas, and Layton said that was something they already dealt with on the bubble. Borkowski said this facility would be added to the maintenance list to be inspected annually.

Holland asked about the shape of the structure, and Layton replied that it would be a rectangular building just a few feet wider and longer than the current bubble. The roof would be curved and come to a point at the top. Holland said he was glad they could open the doors for fresh air, and Hobby said air quality would be much improved.

At the next meeting, Strickland said, Council would be asked to vote on spending the \$247,500 for design of the Sprung structure. After the design was complete, they would solicit bids and ask Council to give the okay for construction.

Learnard wondered how common these structures were, and Hobby said he knew of two nearby, and Sprung built these facilities all over North America, he said.

Strickland reminded them that the cost was not only for the pool. Hobby said they would have a more detailed breakdown after the design was complete, but at this point, the estimate was \$4.5 million.

Holland asked Layton about use of the pool other than for swim teams. He replied that lane space was a problem.

Strickland said this structure would actually connect to the fieldhouse, unlike the bubble. He also mentioned options for financing: bonds, use of reserves, or a mix of both.

E. FY26 Budget Amendment- PAC Baseball Safety Netting Project

Layton said the City had been working with Peachtree City Little League for about

a year regarding netting at fields five through eight. The netting was aging, and, also, the Little League president was concerned about people getting hit with foul balls. They got quotes on different types of netting, and Little League paid for an engineering firm to design a net that was supported by two poles with a cable that crossed the home plate area at a 45 degree angle to prevent foul balls from reaching the crowd area.

They submitted this design to three companies, and Frontier came back with the lowest quote to remove the old netting and install the new system, \$77,800. This project would be funded with Tourism and Product Development (TPD) funds, Layton stated.

F. FY26 Budget Amendment and Acceptance of Donation for Employee Holiday Luncheon

Assistant Financial Services Director Dustin Farron said Charles Abbott Associates had donated \$3,000 towards the employee holiday luncheon. He wanted to thank them publicly for this donation. Accepting this required a budget amendment that would be on the Consent Agenda at the next meeting.

G. FY25 Budget Amendment - Housekeeping

Financial Services Director Kelly Bush said the numbers were not available yet, but this was an annual housekeeping item and would be on the next agenda for a Council vote.

H. FY26 Budget Amendment - Carry Forward

This was another housekeeping item, requesting the carryover of funds allocated in 2025 but not spent. This item, too, would be on the November 20 agenda, Bush stated.

I. FY26 Budget Amendment- Drake Pavilion Permanent Repair

Borkowski recapped that Drake Pavilion was closed in April due to significant deterioration discovered in the upper trusses. It was temporarily repaired and re-opened in June while a design for permanent repairs was created and bids solicited. Four bids were received, and staff interviewed the two lowest bidders and would have a recommendation to Council at the November 20 meeting.

Borkowski said it appeared the cost would be no more than \$109,405. Holland wanted it stipulated that it would not exceed this price, and Borkowski said that would be the case.

J. Peachtree City Pilot Hunting Program

Brown said she wanted them to continue the discussion about the pilot hunting program and possibly expanding it. She had talked with Hobby about some options. Brown remarked that the primary motivation for the program was to reduce the number of deer/motor vehicle collisions. In calendar year 2024, 202 deer

carcasses were picked up from the roadways, 101 in the fourth quarter. That was because rut season started in November, and Brown urged all motorists to drive carefully.

She offered several options, including expanding the pilot program to more days per week, continuing the lottery through January 31, which was the end of hunting season, and letting City employees apply to hunt in January. Another option was to hire professional hunters who could hunt out of season, at night, and in all areas of the city.

They could also allow hunting on additional City property that was adjacent to private property. Brown said she had mentioned this before and Hobby was looking into identifying locations that would not interfere with cart paths.

Learnard said she thought they had identified the Flat Creek Nature Area for the pilot program because it had the necessary buffers from the paths. Hobby said it was the easiest spot, but there were other places where they could do one or two hunters, just not the eight like they could at Flat Creek. He was working with GIS to identify some sites.

Brown said her suggestion was that private property owners whose land abutted City property could apply on a case-by-case basis, then be told how many feet they could encroach onto City property. That would open up more areas for hunting. Brown pointed out that taking deer just out of Flat Creek did not reduce the population in Kedron Hills or Robinson Road.

She also mentioned establishing a registry of hunters willing to hunt on private property by invitation of the property owner. Property owners could contact City Hall and get a list of hunters who had expressed interest.

Why did the pilot program need to be expanded? Brown said as of November 3, 12 does and one buck had been harvested. At that rate, just 20 deer would be removed by the end of the program, and more than 200 needed to be removed to have a positive effect on the number of collisions, based on the number of carcasses removed last year. Already this year, the number was about 150. She again mentioned that hunting only at Flat Creek was not addressing the areas deemed to have the highest deer populations.

The Department of Natural Resources (DNR) wanted this pilot hunting program, along with discouraging the feeding of deer, to succeed so they could use it as a model for other areas experiencing deer issues. Brown also stated that a slightly more aggressive program would prevent deer from starving in the winter, and population reduction would slow the spread of disease.

Brown said the public needed to be educated as to why they should never feed the deer. She gave several reasons, including the spread of disease, increased

aggressiveness, and encouraging the births of twins and triplets. Brown said deer did not need extra food in the winter. A switch to corn could lead to corn toxicity, which killed deer. Ticks were another issue in areas of high deer populations.

Brown concluded that growth of the herd could be slowed by not feeding them. Aggressively culling the herd by opening up more City property and allowing hunting on private property would also reduce the deer population. She said Council had agreed not to pursue the feeding ban ordinance, but perhaps they could find something more acceptable that would have the same result. They could develop a questionnaire to gather information on hunters willing to hunt on private property and expand the area of City property open to hunters. Some of these things could be initiated during this hunting season, Brown remarked.

Learnard commented that this was a well-researched list of ideas, and she believed there was room for changes in the pilot program. However, they were just two months into a four-month program, she said, but it was correct that the pilot program would cease at the end of November.

Hobby said they initially set November as the ending month but now were considering January as a bonus lottery month. They cut it off at the end of November because they were told by the DNR and the consultant that bow hunting slowed down after Thanksgiving.

This was a discussion they should have, Learnard stated, but she would prefer to wait until the next hunting season to make any changes. A pilot program was meant to provide an opportunity to reflect on what should be changes, she remarked.

Hobby said what they were looking at in January was hunting for City employees only with access to the designated area in the greenbelt for an entire week. They would be allowed to put out bait, which had been cleared with DNR.

Learnard said she did not object to any of that because it was a limited list of additional options. Brown remarked that adding January would be a tremendous option. She agreed with only allowing City employees and their families who might not live in Peachtree City and therefore did not get first preference in the lottery.

Hobby said many employees had expressed interest in the hunts, and he was certain they could fill the slots. Brown agreed that expanding the hunt by one month might bring in enough deer to classify the pilot hunting program as a success.

Holland asked if the City employees would be vetted before allowing them to hunt, and Hobby said they would follow the same protocols as other hunters in the program, such as licensing, checking in, and watching a training video.

K. Library Skylight and Canopy Replacements and MRR Grant with 50% Match

for FY27

Library Director Jill Prouty said the skylights and the canopy leading to City Hall were more than 20 years old and were deteriorating. She wanted authorization to apply for a State grant to help with the cost of replacement. These were fiberglass composite panels that would soon begin cracking and leaking, Borkowski stated.

The Mayor asked Prouty if she needed Council's help to get this grant request through the legislature, but she said she did not think so; they had always been responsive in the past. The total cost of the project would be \$748,500, which included a 10% contingency. The City would have to match funds by 50%, which would equal \$374,250.

Holland asked when this needed to be submitted, and Prouty explained it was already past the deadline, but the Georgia Public Library Service was giving them some leeway so Council could vote on it at their next meeting. Brown asked if this could be approved at this meeting, and Julio said that would be fine.

Brown moved to approve work session discussion item K., library skylight and canopy replacements and grant at a total cost of \$748,500 with a 50% match. Johnson seconded. Motion carried unanimously.

L. Public Works CAT 953D Track Loader Repair

This item would be on the Consent Agenda at the next meeting, Public Works Director Jonathan Miller informed Council. In March of this year, they reached out to Yancey CAT to get an estimate for routine repairs to the 953 track loader used at the composting site. The estimate they used in the FY 26 budget was \$41,000, but other items were discovered once the loader was brought to Yancey CAT and disassembled, so the estimate now was \$51,236.78. Miller said funds were available in the budget, and that this was an expected repair.

M. 2006 Capital Improvement Vehicle & Equipment Purchases

Miller said this was similar to what they did last year in asking Council for approval to purchase vehicles and equipment, following all State requirements and guidelines. If anything exceeded budgeted amounts, he would return to Council for approval.

Brown had questions about the water truck and the boom bucket truck. Miller said both of those were Public Works items. The bucket truck, used for pruning, was purchased used and had never been reliable, he commented. Miller said one had been found that met their specs and should be about \$200,000, which was \$60,000 less than what they had estimated to have one built. The water truck would be used for landscaping projects where there was no nearby hydrant. They could also use it for path paving in hot weather when compaction of the rocks was needed.

Holland asked if they had sufficient personnel to utilize the two zero-turn mowers on the list. These were replacements purchased as part of the cycle, Miller stated.

There were eight to 14 mowers in use, and they were replaced two at a time.

Did they need the salt-sand spreader and snowplows, Brown inquired. Miller said that was added after last year's snows when residents called about their streets being blocked. Currently, they were hard-pressed to keep even the main roads clear in snow and ice. They would seldom be used, Miller admitted, but available if needed.

Council/Staff Topics

1. Alcohol License Revision

Learnard asked if they wanted to direct staff to pursue the request from The Wine Bar about bottle sales, and they agreed that would be good.

Julio reminded them of an email from The Avenue. Strickland said it was asking them to look at allowing customers to get drinks and walk around The Avenue with them. Council said they wanted to consider that as long as they were looking at the ordinance.

Johnson asked about alcohol service at spas, and Julio said it was not allowed at businesses that offered massage service, but other businesses, such as a nail salon, could provide alcohol as a hospitality.

2. National Lawyer Day

This was National Lawyer Day, Learnard announced, and they thanked Meeker for more than 20 years of service.

3. Public Facilities Authority

The appointment process for the Public Facilities Authority (PFA) allowed for a member's service to extend beyond their term on Council, and Meeker said he wanted to bring forward a proposed legislative amendment that would mirror what was done with the Water and Sewerage Authority (WASA) where the Councilmembers were ex-officio members of the PFA board and served only while they were members of Council. Council agreed this would be a good idea.

4. American Legion and VFW Agreements

Holland said he wanted Council to consider abolishing the payment the City charged the Veterans of Foreign Wars (VFW) and the American Legion for the facility near the amphitheater. Georgia Code said political subdivisions could furnish, free of charge, meeting places for nationally recognized veterans' organizations. The City had been charging about \$4,800 a year, and Holland asked that rescinding this fee be placed on the next agenda.

Strickland suggested they approve a new agreement, and Holland said that was acceptable.

5. Micromobility Resolution

Holland mentioned Keith Larson's comment about laws concerning micromobility. This would determine what types of devices were allowed on the paths. Currently, State law did not recognize many types of devices or regulate their size. Holland said Council should look at the suggested update to the law, which would enable cities to create their own laws regarding types of vehicles, size, and speed and pass a resolution in support of this law.

Meeker had said he wanted to look it over, and Holland suggested it be put on the November 20 agenda for discussion. Brown said they needed to take action then so it could get to the legislators. Holland said they did not need to decide what would be in the law, just pass a vote of endorsement.

Learnard noted that they had decided not to take action on the Crabapple gate because they wanted citizens to have input. But now they were being asked to support a State law that citizens, the Police, or Fayette Forward had not weighed in on. She said Holland could certainly put it on the agenda, but she did not see the urgency.

Johnson said she would be more comfortable if they had the opinion of the TAG. Miller explained that TAG addressed a lot of these issues in their proposed ordinance revision that would soon come before Council. They provided definitions and discussed widths of vehicles. They did not cover speeds because that was State law.

Brown said she wanted to push this forward because of the potential to set speed limits. If it did not get in the hopper this year, there was no chance of getting it approved.

Holland turned to Meeker, who said they were just adopting a resolution. The General Assembly could move forward with legislation without one. Meeker noted that was a statewide issue, and Holland said he would bring it up at a Georgia Municipal Association meeting the following week.

Brown said she respected TAG's opinion, but ultimately it was Council's voice that mattered.

Johnson asked if it would be an actionable item on the next agenda, and Brown said she wanted it to be a New Agenda item. Holland wanted TAG to look at it but noted that time was of the essence. Learnard said she wanted to go through proper channels. However, it would be on the agenda.

Julio said Holland would need to submit the item for the agenda by Thursday November 13 at noon.

Strickland asked if they wanted TAG to look at it, but Learnard said she did not see why it would be TAG's responsibility. It seemed that much of this was already under discussion, and she wanted to know what TAG already had on its agenda.

Miller said TAG re-wrote the ordinance and were done with that. He did not know if they

would have time to review this proposal and get something back to Council by the 20th.

Learnard again said she failed to feel a sense of urgency and felt more time was needed when proposing a change in State law that affected everyone who used a highway, path or sidewalk. TAG already had priorities. Miller said he could send it out to TAG members that day and say that Council wanted their opinion.

6. Food Truck Thursday

Strickland said this was the last Food Truck Thursday of the year.

Executive Session

None

Adjourn

There being no further business, Brown moved to adjourn at 11:51 a.m. Holland seconded. Motion carried unanimously.

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: Harold Layton 11/12/2025
Kelly Bush, Financial & Administrative Services Director 11/14/2025
Chris Hobby, Assistant City Manager 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: PAC Baseball Safety Netting Project

Recommendation:

Consider approval of the PAC Baseball Netting Project using Frontier Design/Build for the amount of \$77,800.00

Discussion:

This project will enhance the safety and overall experience for spectators at the baseball facility. The new netting system is designed with an improved angle and extended coverage, significantly reducing the number of foul balls that leave the playing field. These improvements will help protect citizens and visitors while watching games, aligning with the City's commitment to maintaining safe and high-quality recreational facilities. Staff received three quotes for the installation of new protective netting at the baseball fields:

- **Frontier:** \$77,800 (lowest quote)
- **Natural Enclosures:** \$119,200
- **Cover Sports:** \$120,885

Budget Impact:

\$77,800.00 from TPD funds for Athletic Complexes

Attachments:

1. Proposal- PTC PAC Netting Frontier
2. PAC Netting- Natural Enclosures
3. PAC Netting- Cover Sports



231 Tiger Way
PEACHTREE CITY, Ga. 30269

Phone 770-652-1451

www.FrontierGA.com

Fax 770-487-2871

TO

PROJECT

City Of Peachtree City

PAC Upper Field Netting

Date : 09/26/2025

Price Per Plans And Specifications Dated 12-24-2024

NOTES:

1. Pricing is for (4) fields
2. Demolition and disposal of existing materials is included
3. Work to be performed Mon-Fri 8AM-4PM
4. Frontier shall provide ground penetrating radar prior to excavation for pole bases
5. Permit and inspection fees are excluded

TOTAL: \$77,800.00

Please contact me if there are any questions or concerns. Thank you and best regards.

James Thompson
Frontier Design /Build



NATURAL ENCLOSURES

FENCE COMPANY

101 Jonesboro Road, McDonough, GA 30253 Phone: 770-506-3222 Fax: 770-506-3228

Surround your grounds with custom fences and outdoor designs

DATE: 09/03/25

Bill To: City of Peachtree City
 Contact: Chad Austin
 Phone: 770-631-2525
 Email: caustin@peachtree-city.org

SALESPERSON	JOB LOCATION	TYPE		TERMS
Rodrigo Velez	1125 Highway 74 South, Peachtree City, GA 30269	Commercial		As Agreed
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
	<u>Baseball Fields 5, 6, 7, and 8</u>			
4	Installing (2) 30'ft tall black steel round post directly burying and attaching new nylon netting to existing back stop chain link fence system per drawings (per field) (excludes the stamp on engineer drawings)	\$29,800.00	\$119,200.00	
	<u>Line Item If Needed</u> If needed, a stamp engineer drawing	\$4,500.00		
	<i>Lead Time Is 6-9 Weeks Out</i> <i>1/2 Deposit due upon acceptance, Balance due upon job completion</i>			
	<i>Price includes material and labor</i>			
	<i>Estimates are good for 30 day's from date received.</i>	TOTAL	\$119,200.00	

Sign: _____ Date: _____

Natural Enclosures carries workman's comp. and liability insurance.
 Make all checks payable to Natural Enclosures, LLC

do hereby agree to all the terms and Conditions set forth by Natural Enclosures, LLC on this ____ day of ____, 2025.
 Work will not be scheduled until this sheet is signed, dated and faxed to Natural Enclosures, LLC
Thank you for your business



5000 Paschall Avenue
Philadelphia, PA 19143
A Division of Humphrys

QUOTE# Q63401

OPP-42084

CREATED: 08/25/2025

EXPIRES: 11/20/2025

CUSTOMER ID: SF 26196

SALES REP: SWORRELL

TO: PEACHTREE CITY LITTLE LEAGUE

TERMS: PREPAID PLUS FREIGHT

Thank you for the opportunity to quote your job!

LN#	PRODUCT	DESCRIPTION	QTY	PRICE	TOTAL
1	INSTALLER	Supply and Install 2 Poles per Field 12" Diameter 30' AG Black Steel Poles Direct Bury of Poles 2 Per Field 4 Fields Includes Removal of Existing Top poles and Netting Netting to Connect to the top of Chainlink Fence Rebar Concrete Base	1	\$114,885.00	\$114,885.00
2	NETTING #18	#18 KNOTTED OUTDOOR BLACK NYLON NET	4	\$1,500.00	\$6,000.00

TOTAL: \$120,885.00

*A 3% convenience fee will be
added for credit card payments*

Any and all claims, disputes, and/or controversies of any nature whatsoever relating to, in connection with and/or arising out of this invoice for your purchase order and/or the alleged or actual breach thereof, shall be solely and exclusively decided by, and subject to, arbitration pursuant to the rules of the American Arbitration Association; and it is further agreed that the sole and exclusive venue for any such arbitration shall be in Philadelphia, Pennsylvania, USA.



QUESTIONS? Call 215.724.8181 or email sales@coversports.com

Page 1 of 1

Page 28 of 242

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Kelly Bush, Financial & Administrative Services Director 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: FY26 Budget Amendment and Acceptance of Donation for Employee Holiday Luncheon

Recommendation:

Approve the budget amendment for the donation towards the City Employee Holiday Luncheon from Charles Abbot Associates in the amount of \$3,000

Discussion:

Staff received a \$3,000 donation from Charles Abbott Associates, the City's third-party provider of building services, to support the City Employee Holiday Luncheon. The attached budget amendment increases revenue in the General Fund by this amount and appropriates the funds to operating supplies to help cover the luncheon expenses.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in the General Fund.

Attachments:

1. Budget Amendment 26-04 Holiday Luncheon Donation - Charles Abbott

[illegible]

DATE 11/06/2025

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2026 Budget Resolution increasing both Revenue and Expense in the General Fund to account for a \$3,000 donation from Charles Abbott Associates in support of the City Employee Holiday Luncheon.

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Dustin Farron, Assistant Financial & Administrative Services Director 11/13/2025
Kelly Bush, Financial & Administrative Services Director 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: FY25 Budget Amendment — Housekeeping

Recommendation:

Approve the attached amendment to the Fiscal Year 2025 Budget Resolution.

Discussion:

Attached is budget amendment 25-23 for fiscal year 2025 submitted for your approval. This budget amendment is housekeeping in nature and is necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2025.

Budget Impact:

The proposed budget amendment reallocates departmental savings to non-divisional savings throughout the department budgets.

Attachments:

1. FY2025 Budget Amendments 25-23 Housekeeping

CITY OF PEACHTREE CITY					
BUDGET AMENDMENT					
			NUMBER	25-23	
			DATE	09-30-2025	
ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE	
100-1552-xxxx		Contingency Savings	786,954		
100-1511-xxxxxx		Finance			36,954
100-3210-xxxxxx		Police			250,000
100-3510-xxxxxx		Fire			350,000
100-6110-xxxxxx		Recreation			100,000
100-6122-xxxxxx		Kedron Aquatic Center & Fieldhouse			50,000
100-6130-521207		Tennis Lessons	201,000		
100-0000-389025		Surplus Carryover - Reserves	201,000		
100-0000-389025		Surplus Carryover - Reserves	94,000		
100-4100-531235		Street Lights	94,000		
100-2650-351180		Municipal Court Fees - Revenue	15,000		
100-2650-521265		Municipal Judge - Expenditure	15,000		
NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2025 Budget Resolution reallocating department budgets in the General Fund for fiscal year end (housekeeping).					
			ENTERED		
			APPROVED		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Dustin Farron, Assistant Financial & Administrative Services Director 11/13/2025
Kelly Bush, Financial & Administrative Services Director 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: FY26 Budget Amendment - Carry Forward

Recommendation:

Approve the attached budget amendments 26-05 & 26-06.

Discussion:

Attached are budget amendments 26-05 and 26-06 for fiscal year 2026 for your approval.

Budget amendment 26-05 is housekeeping in nature and reflects the September 30, 2025 balance in each of the Special Revenue Funds brought forward to fiscal year 2026. This is done annually in lieu of trying to project the Special Revenue Funds budget balances during the budget process.

Budget amendment 26-06 requests the carryover of 2025 funds for omissions and projects planned and equipment ordered but not received or completed prior to 9/30/2025. This includes: 1) Non-Departmental - General Admin, 2) Finance - Education & Training, 3) Information Technology - Computer Supplies, 4) GIS - Education & Training, 5) Building Maintenance - Annual & Non-Annual Building Repair & Maintenance, 6) Grounds, Operating Supplies - Landscaping, 7) Communications - Operating Supplies, 8) Police - Professional Services, Software, & Operating Supplies, 9) Fire - Professional Services, 10) Kedron - Small Tools & Equipment, and Planning - Professional Services & Contract Labor.

Budget Impact:

The proposed budget amendments affect the General Fund, Stormwater Fund, and several Special Revenue Fund budgets. A separate reconciliation is provided for the net effect on each fund.

Attachments:

1. FY2026 Budget Amendments 26-05 & 06 Carryforward

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 26-05

DATE 10/01/2025

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
200-6110-531175		Operating Supplies - Memorial Bench/Baseball Mound	2,025	
200-6510-531180		Computer supplies - Library	882	
200-0000-389025		Surplus Carryover - Neighborhood Parks	2,907	
202-3210-531175		Operating Supplies - DARE	2,770	
202-0000-389025		Surplus Carryover - DARE	2,770	
203-3210-531175		Operating Supplies - State Seizures	6,648	
203-0000-389025		Surplus Carryover - State Seizures	6,648	
204-3510-531175		Operating Supplies - HAZMAT	7,034	
204-0000-389025		Surplus Carryover - HAZMAT	7,034	
206-3210-512500		Tuition Reimbursement - PD Tuition Fund	501	
206-0000-389025		Surplus Carryover - PD Tuition Fund	501	
207-6110-531175		Operating Supplies - Youth Council	503	
207-0000-389025		Surplus Carryover - Youth Council	503	
208-3210-531175		Operating Supplies - Public Safety Grants	12,829	
208-0000-389025		Surplus Carryover - Public Safety Grants	12,829	
209-3210-531175		Operating Supplies - CERT Grant	3,480	
209-0000-389025		Surplus Carryover - CERT Grant	3,480	
210-3210-531175		Operating Supplies - PD Donations	11,269	
210-0000-389025		Surplus Carryover - PD Donations	11,269	
211-3210-523700		Education & Training - Explorer Fund	1,254	
211-0000-389025		Surplus Carryover - Explorer Fund	1,254	
212-3210-531175		Operating Supplies - Federal Seizures	77,362	
212-0000-389025		Surplus Carryover - Federal Seizures	77,362	
215-4100-531178		Operating Supplies - Landscaping - Tree Fund	552,895	
215-0000-389025		Surplus Carryover - Tree Fund	552,895	
230-1505-541400		Site Improvements - WASA Reimbursement	1,225,711	
230-0000-389025		Surplus Carryover- ARP Fund	1,225,711	
276-6110-522251		TPD Facilities Repairs	253,772	
276-0000-389025		Surplus Carryover - Hotel/Motel TPD Fund	253,772	

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2026 Budget Resolution to establish budget for unbudgeted Special Purpose Funds based on 9/30/2025 fund balances.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT	

10/31/2005

10/01/2025

[illegible]

NOW , THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2026 Budget Resolution to allocate for omissions, projects, and equipment ordered but not completed or received prior to 9/30/2025.

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2026

November 20, 2025

General Fund	Increase both revenues and expenditures by \$1,114,781
Neighborhood Parks Fund	Increase both revenues and expenditures by \$2,907
DARE Program Fund	Increase both revenues and expenditures by \$2770
State Seizures Fund	Increase both revenues and expenditures by \$6,648
HAZMAT Fund	Increase both revenues and expenditures by \$7,034
PD Tuition Fund	Increase both revenues and expenditures by \$501
Youth Council Fund	Increase both revenues and expenditures by \$503
Public Safety Grant Fund	Increase both revenues and expenditures by \$12,829
CERT Grant Fund	Increase both revenues and expenditures by \$3,480
Police Donation Fund	Increase both revenues and expenditures by \$11,269
Explorer Troop Fund	Increase both revenues and expenditures by \$1,254
Federal Seizures Fund	Increase both revenues and expenditures by \$77,362
Tree Fund	Increase both revenues and expenditures by \$552,895
American Rescue Plan Fund	Increase both revenues and expenditures by \$1,225,711
Hotel/Motel TPD Fund	Increase both revenues and expenditures by \$253.772
Stormwater	Increases both revenues and expenditures by \$36,500

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Angela Egan, Purchasing Manager 11/12/2025
Kelly Bush, Financial & Administrative Services Director 11/14/2025
Chris Hobby, Assistant City Manager 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: Public Works CAT 953D Track Loader Repair

Recommendation:

Approve the repair for the CAT 953D Track Loader by Yancey CAT for the amount of \$51,236.78.

Discussion:

Staff requested an estimate for normal wear and tear repair costs for the CAT 953D Track Loader from Yancey CAT in March 2025 that was approved in the FY 2026 Budget. Staff budgeted \$41,000 for the repairs based on the initial estimate received from Yancey CAT, but once the machine was at their facility and disassembled, several other items/parts needed to be repaired for proper use and longevity of this equipment. Additional repair quotes for the equalizer bar, seals, and other items that were identified once disassembled have increased the total repair to \$51,236.78.

Budget Impact:

Sufficient funds are budgeted within the Public Works FY 2026 budget in GL 100-4100-542050 Machinery and Equipment.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Angela Egan, Purchasing Manager 11/12/2025
Kelly Bush, Financial & Administrative Services Director 11/14/2025
Jonathan Miller, Public Works Director 11/14/2025
Chris Hobby, Assistant City Manager 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: 2026 Capital Improvement Vehicle & Equipment Purchases

Recommendation:

Approve future budgeted Capital Equipment Purchases as listed and budgeted within the FY26 Capital Improvement Fund.

Discussion:

To keep purchases moving in an efficient manner, staff is seeking approval to purchase all budgeted vehicles and equipment. In the fiscal years since COVID, staff has encountered an issue with order dates from dealerships opening and closing with little notice. All vehicles and equipment approved herein by City Council will either be purchased through state contracts, competitive quote solicitation, or the competitive public bid process. Staff will follow all state laws and city ordinances when purchasing Council approved vehicles and equipment. Any vehicle or equipment purchase that will exceed the budgeted amount listed below will require further council approval before it is purchased.

The specific vehicles and equipment are:

DIVISION	DESCRIPTION	BUDGET AMT
REC	John Deer 5060e Tractor	\$ 40,000.00
REC	Zero Turn Mowers (2 @ \$14,000)	\$ 28,000.00
REC	F150 Admin Vehicle \$ 6 5,000	\$ 65,000.00
REC	F150 PU Truck Replace (5003)	\$ 55,000.00
PD	Patrol Vehicles (10 @ \$85,000)	\$850,000.00
FIRE	Replace Staff Vehicle (22026)	\$ 60,000.00
FIRE	Replace Staff Vehicle (22025)	\$ 60,000.00
GRDS	Hustler Zero-Turn Mower Repl. (2 @ \$15,350)	\$ 30,700.00
GRDS	F-250 Gas Eng. Repl. 5060	\$ 70,000.00
PW	Wood Chipper-Vermeer - Repl. 3400	\$ 40,000.00
PW	Water Truck (2000 Gal)	\$175,800.00
PW	Drop-in Salt/Sand Spreader for Dump Truck (2 @ 35,000)	\$ 70,000.00
PW	Snow Plow for Dump Truck (2 @ \$25,000)	\$ 50,000.00
PW	HD & MD Wheel Balancer with Road Force Variation	\$ 26,400.00
PW	Boom/Bucket Truck Repl - 3040	\$260,000.00

Budget Impact:

Sufficient funds are budgeted in the FY26 CIP.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council
VIA: Justin Strickland, City Manager
FROM: Justin Strickland, City Manager 11/14/2025
DATE: November 20, 2025
SUBJECT: 12-24-02 Crabapple Gate Counts

Recommendation:

Consider an action regarding golf cart access of the gate located at Crabapple Lane.

Discussion:

On December 19, 2024, City Council voted to re-open Crabapple Lane within the Kedron Hills subdivision to cart traffic through the end of the summer of 2025. Council also instructed staff to obtain traffic counts of this entry and two other comparable entries into Peachtree City that required carts to drive through a neighborhood to get to the path system. Staff chose to obtain counts from Ashcot Drive, within the Maple Shade subdivision, which directly connects to Tyrone via its street network, and the Preserve subdivision, which directly connects with unincorporated Fayette County via County paths and then driving through the Preserve subdivision streets to get to the path system. Attached are the results of those traffic counts that were completed by the Police Department using flock traffic cameras.

Budget Impact:

Attachments:

1. GOLF CART WEEKLY STATS - NEW VERSION-2
2. Cart Counts Totals Table
3. Cart Counts Totals Graph

WEEK OF MARCH 16, 2025 TO MARCH 22, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
3/16/2025	SUNDAY	19	32	56
3/17/2025	MONDAY	7	29	36
3/18/2025	TUESDAY	14	22	43
3/19/2025	WEDNESDAY	12	37	54
3/20/2025	THURSDAY	2	21	36
3/21/2025	FRIDAY	9	36	49
3/22/2025	SATURDAY	32	40	44
TOTAL		95	217	318

WEEK OF MARCH 23, 2025 TO MARCH 29, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
3/23/2025	SUNDAY	23	41	52
3/24/2025	MONDAY	4	14	28
3/25/2025	TUESDAY	15	40	43
3/26/2025	WEDNESDAY	10	38	49
3/27/2025	THURSDAY	16	31	54
3/28/2025	FRIDAY	20	60	70
3/29/2025	SATURDAY	29	29	39
TOTAL		117	253	335

WEEK OF MARCH 30, 2025 TO APRIL 05, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
3/30/2025	SUNDAY	16	14	50
3/31/2025	MONDAY	1	14	17
4/1/2025	TUESDAY	23	29	36
4/2/2025	WEDNESDAY	11	26	45
4/3/2025	THURSDAY	18	28	43
4/4/2025	FRIDAY	14	36	72
4/5/2025	SATURDAY	30	43	42
TOTAL		113	190	305
Golf carts with decals		0	0	0

WEEK OF APRIL 06, 2025 TO APRIL 12, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
4/6/2025	SUNDAY	4	6	16
4/7/2025	MONDAY	3	4	5
4/8/2025	TUESDAY	13	20	32
4/9/2025	WEDNESDAY	15	25	43
4/10/2025	THURSDAY	15	19	31
4/11/2025	FRIDAY	15	21	23
4/12/2025	SATURDAY	22	24	39
TOTAL		87	119	189
Golf carts with Visible decals		0	0	0
Golf carts with license plates		1		
Resident		1		
Non Resident		0		

WEEK OF APRIL 13, 2025 TO APRIL 19, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
4/13/2025	SUNDAY	26	20	46
4/14/2025	MONDAY	16	41	58
4/15/2025	TUESDAY	14	29	60
4/16/2025	WEDNESDAY	15	38	33
4/17/2025	THURSDAY	21	47	65
4/18/2025	FRIDAY	24	66	59
4/19/2025	SATURDAY	36	65	60
TOTAL		152	306	381
Golf carts with Visible decals				
Golf carts with license plates				
Resident				
Non Resident				

WEEK OF APRIL 20, 2025 TO APRIL 26, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
4/20/2025	SUNDAY	32	37	52
4/21/2025	MONDAY	25	39	77
4/22/2025	TUESDAY	10	37	40
4/23/2025	WEDNESDAY	10	29	38
4/24/2025	THURSDAY	22	23	50
4/25/2025	FRIDAY	21	50	72
4/26/2025	SATURDAY	25	56	47
TOTAL BY DIRECTION		145	271	376
Golf carts with legible decals		2	2	
Golf carts with license plates				
Resident				
Non Resident		2	2	

WEEK OF APRIL 27, 2025 TO MAY 3, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
4/27/2025	SUNDAY	25	44	47
4/28/2025	MONDAY	12	37	60
4/29/2025	TUESDAY	25	63	66
4/30/2025	WEDNESDAY	23	52	75
5/1/2025	THURSDAY	22	61	55
5/2/2025	FRIDAY	36	69	62
5/3/2025	SATURDAY	28	17	39
TOTAL		171	343	404
Golf carts with legible decals			13	
Golf carts with license plates			3	
Resident			8	
Non Resident			8	

WEEK OF MAY 4, 2025 TO MAY 10, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
5/4/2025	SUNDAY	31	36	48
5/5/2025	MONDAY	17	40	56
5/6/2025	TUESDAY	27	48	59
5/7/2025	WEDNESDAY	5	31	39
5/8/2025	THURSDAY	31	47	70
5/9/2025	FRIDAY	21	67	78
5/10/2025	SATURDAY	6	14	24
TOTAL		138	283	374
Golf carts with legible decals		4	6	2
Golf carts with license plates			1	
Resident		2	2	2
Non Resident		2	5	

WEEK OF MAY 11, 2025 TO MAY 17, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
5/11/2025	SUNDAY	5	6	13
5/12/2025	MONDAY	16	45	52
5/13/2025	TUESDAY	26	35	65
5/14/2025	WEDNESDAY	21	45	56
5/15/2025	THURSDAY	26	52	68
5/16/2025	FRIDAY	24	59	86
5/17/2025	SATURDAY	19	33	47
TOTAL		137	275	387
Golf carts with PTC Decals		42	142	77
Golf carts with legible decals		2	6	
Golf carts with license plates			3	
Resident		1	5	
Non Resident		1	4	

WEEK OF MAY 18, 2025 TO MAY 24, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
5/18/2025	SUNDAY	14	22	41
5/19/2025	MONDAY	13	40	59
5/20/2025	TUESDAY	22	48	65
5/21/2025	WEDNESDAY	19	44	74
5/22/2025	THURSDAY	32	49	82
5/23/2025	FRIDAY	36	86	64
5/24/2025	SATURDAY	32	51	70
TOTAL		168	340	455
Golf carts with PTC Decals		72	143	65
Golf carts without visible decals on side			16	
Golf carts with legible decals		7	7	2
Golf carts with license plates			2	
Resident		1	4	2
Non Resident		6	5	

WEEK OF MAY 25, 2025 TO MAY 31, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
5/25/2025	SUNDAY	37	48	60
5/26/2025	MONDAY	42	35	59
5/27/2025	TUESDAY	12	22	20
5/28/2025	WEDNESDAY	23	40	51
5/29/2025	THURSDAY	11	10	32
5/30/2025	FRIDAY	24	25	45
5/31/2025	SATURDAY	26	70	64
TOTAL BY DIRECTION		175	250	331
Golf carts with PTC Decals		59	174	40
Golf carts without visible decals on side		1	10	1
Golf carts with legible decals		3	6	
Golf carts with license plates			2	
Resident		1	4	
Non Resident		2	4	

WEEK OF JUNE 1, 2025 TO JUNE 7, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
6/1/2025	SUNDAY	31	37	72
6/2/2025	MONDAY	41	35	66
6/3/2025	TUESDAY	32	43	85
6/4/2025	WEDNESDAY	13	23	54
6/5/2025	THURSDAY	30	33	67
6/6/2025	FRIDAY	40	43	62
6/7/2025	SATURDAY	29	44	41
TOTAL BY DIRECTION		216	258	447
Golf carts with PTC Decals		95	174	41
Golf carts without visible decals on side			10	3
Golf carts with legible decals		6	4	2
Golf carts with license plates				
Resident		1	3	1
Non Resident		5	1	1

WEEK OF JUNE 8, 2025 TO JUNE 14, 2025				
DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
6/8/2025	SUNDAY	26	37	53
6/9/2025	MONDAY	16	33	49
6/10/2025	TUESDAY	18	31	58
6/11/2025	WEDNESDAY	19	49	63
6/12/2025	THURSDAY	28	28	72
6/13/2025	FRIDAY	32	43	52
6/14/2025	SATURDAY	28	34	54
TOTAL		167	255	401
Golf carts with PTC Decals		65	95	70
Golf carts without visible decals on side		2	10	5
Golf carts with legible decals		11	3	3
Golf carts with license plates				
Resident		5	1	2
Non Resident		6	2	1

WEEK OF JUNE 15, 2025 TO JUNE 21, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
6/15/2025	SUNDAY	29	27	6
6/16/2025	MONDAY	23	42	66
6/17/2025	TUESDAY	21	29	55
6/18/2025	WEDNESDAY	24	34	78
6/19/2025	THURSDAY	43	32	77
6/20/2025	FRIDAY	36	52	79
6/21/2025	SATURDAY	37	51	54
TOTAL		213	267	415
Golf carts with PTC Decals		65	73	41
Golf carts without visible decals on side		14	11	3
Golf carts with legible decals		5	2	2
Golf carts with license plates		0	3	0
Resident		0	2	1
Non Resident		5	3	1

WEEK OF JUNE 22, 2025 TO JUNE 28, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
6/22/2025	SUNDAY	34	40	51
6/23/2025	MONDAY	35	36	58
6/24/2025	TUESDAY	15	33	67
6/25/2025	WEDNESDAY	18	36	66
6/26/2025	THURSDAY	32	48	61
6/27/2025	FRIDAY	34	47	63
6/28/2025	SATURDAY	26	39	48
TOTAL		194	279	414
Golf carts with PTC Decals		55	88	35
Golf carts without visible decals on side		9	10	5
Golf carts with legible decals		2	3	2
Golf carts with license plates		0	3	0
Resident		0	3	1
Non Resident		2	3	1

WEEK OF JUNE 29, 2025 TO JULY 5, 2025				
DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
6/29/2025	SUNDAY	36	37	56
6/30/2025	MONDAY	30	38	62
7/1/2025	TUESDAY	17	28	48
7/2/2025	WEDNESDAY	20	36	61
7/3/2025	THURSDAY	30	39	60
7/4/2025	FRIDAY	41	73	133
7/5/2025	SATURDAY	33	46	55
TOTAL		207	297	475
Golf carts with PTC Decals		50	89	75
Golf carts without visible decals on side		6	7	8
Golf carts with legible decals		4	4	2
Golf carts with license plates		0	1	0
Resident		0	0	2
Non Resident		4	5	0

WEEK OF JULY 6, 2025 TO JULY 12, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
7/6/2025	SUNDAY	34	40	64
7/7/2025	MONDAY	27	44	38
7/8/2025	TUESDAY	29	31	47
7/9/2025	WEDNESDAY	17	23	42
7/10/2025	THURSDAY	15	22	52
7/11/2025	FRIDAY	23	47	49
7/12/2025	SATURDAY	36	45	50
TOTAL		181	252	342
Golf carts with PTC Decals		58	65	38
Golf carts without visible decals on side		8	14	0
Golf carts with legible decals		12	4	1
Golf carts with license plates		0	1	0
Resident		0	3	1
Non Resident		12	2	0

WEEK OF JULY 13, 2025 TO JULY 19, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
7/13/2025	SUNDAY	40	39	52
7/14/2025	MONDAY	32	33	51
7/15/2025	TUESDAY	23	36	48
7/16/2025	WEDNESDAY	26	36	60
7/17/2025	THURSDAY	21	37	49
7/18/2025	FRIDAY	13	35	45
7/19/2025	SATURDAY	33	40	56
TOTAL		188	256	361
Golf carts with PTC Decals		54	64	38
Golf carts without visible decals on side		9	12	3
Golf carts with legible decals		5	1	0
Golf carts with license plates		0	0	0
Resident		1	1	0
Non Resident		4	0	0

WEEK OF JULY 20, 2025 TO JULY 26, 2025				
DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
7/20/2025	SUNDAY	34	30	60
7/21/2025	MONDAY	13	34	39
7/22/2025	TUESDAY	19	35	44
7/23/2025	WEDNESDAY	14	24	32
7/24/2025	THURSDAY	31	32	31
7/25/2025	FRIDAY	33	35	28
7/26/2025	SATURDAY	25	39	38
TOTAL		169	229	272
Golf carts with PTC Decals		21	43	3
Golf carts without visible decals on side		3	8	1
Golf carts with legible decals		2	2	0
Golf carts with license plates		0	1	0
Resident		0	0	0
Non Resident		2	3	0

14310 7/22/25 T
25137 7/23/25 T

22122 7/20/25 T
YKQ255 7/21/25 T
22477 7/22/25 T

WEEK OF JULY 27, 2025 TO AUGUST 2, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
7/27/2025	SUNDAY	30	32	58
7/28/2025	MONDAY	20	36	42
7/29/2025	TUESDAY	21	40	48
7/30/2025	WEDNESDAY	16	35	67
7/31/2025	THURSDAY	21	44	65
8/1/2025	FRIDAY	18	43	48
8/2/2025	SATURDAY	27	35	49
TOTAL		153	265	377
Golf carts with PTC Decals		14	20	20
Golf carts without visible decals on side		4	6	4
Golf carts with legible decals		3	2	0
Golf carts with license plates		1	2	0
Resident		0	0	0
Non Resident		4	4	0

25137 7/30/25 T
14310 7/30/25 T
25137 8/1/25 T
LSO384 T

22122 7/20/25 T
YKQ255 7/31/25 T
24546 8/1/25 T
DNK862 T

WEEK OF AUGUST 3, 2025 TO AUGUST 9, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
8/3/2025	SUNDAY	13	25	30
8/4/2025	MONDAY	6	28	38
8/5/2025	TUESDAY	13	34	39
8/6/2025	WEDNESDAY	19	45	46
8/7/2025	THURSDAY	25	44	44
8/8/2025	FRIDAY	23	61	65
8/9/2025	SATURDAY	46	60	48
TOTAL		145	297	310
Golf carts with PTC Decals		20	61	28
Golf carts without visible PTC decals on side		2	5	0
Golf carts with legible decals		1	0	1
Golf carts with license plates		0	4	0
Resident		0	0	1
Non Resident		1	4	0

23989 8/8/2025 T

DNK862 8/5/25 T

20699 8/8/25 P

YKQ255 8/7/25 T

DNK862 8/8/25 T

YKQ255 8/8/25 T

WEEK OF AUGUST 10, 2025 TO AUGUST 16, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
8/10/2025	SUNDAY	25	27	51
8/11/2025	MONDAY	15	39	45
8/12/2025	TUESDAY	16	35	56
8/13/2025	WEDNESDAY	19	45	50
8/14/2025	THURSDAY	34	46	49
8/15/2025	FRIDAY	16	50	44
8/16/2025	SATURDAY	37	48	55
TOTAL		162	290	350
Golf carts with PTC Decals		28	50	38
Golf carts without visible PTC decals on side		3	9	0
Golf carts with legible decals		6	2	1
Golf carts with license plates		0	2	0
Resident		0	0	1
Non Resident		6	4	0

25137 8/10/25
25137 8/11/25
24496 8/13/25
25137 8/13/25
23989 8/16/25
25137 8/16/25

24035 8/10/25
19341 8/11/25
YKQ255 8/13/25
YUG677 8/16/25

11261 8/11/25

WEEK OF AUGUST 17, 2025 TO AUGUST 23, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
8/17/2025	SUNDAY	24	39	60
8/18/2025	MONDAY	14	37	62
8/19/2025	TUESDAY	22	22	40
8/20/2025	WEDNESDAY	18	30	51
8/21/2025	THURSDAY	25	35	27
8/22/2025	FRIDAY	20	39	52
8/23/2025	SATURDAY	21	29	44
TOTAL		144	231	336
Golf carts with PTC Decals		37	32	28
Golf carts without visible PTC decals on side		1	4	0
Golf carts with legible decals		3	1	0
Golf carts with license plates		0	3	0
Resident		0	0	0
Non Resident		3	4	0

25137 8/18/25 T
24794 8/20/25 T
25137 8/20/25 T

DNK862 8/17/25 T
YUG677 8/17/25 T
YKQ255 8/18/25 T
YKQ255 8/22/25 T

WEEK OF AUGUST 24, 2025 TO AUGUST 30, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
8/24/2025	SUNDAY	29	30	59
8/25/2025	MONDAY	18	55	32
8/26/2025	TUESDAY	24	48	67
8/27/2025	WEDNESDAY	15	49	52
8/28/2025	THURSDAY	21	46	55
8/29/2025	FRIDAY	32	42	52
8/30/2025	SATURDAY	34	53	50
TOTAL		173	323	367
Golf carts with PTC Decals		40	68	30
Golf carts without visible PTC decals on side		2	9	0
Golf carts with legible decals		4	0	0
Golf carts with license plates		0	1	0
Resident		0	0	0
Non Resident		4	1	0

25137 8/24/25 T
25137 8/25/25 T
25137 8/28/28 T
14310 8/30/25 T

YKQ255 T

WEEK OF AUGUST 31, 2025 TO SEPTEMBER 6, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
8/31/2025	SUNDAY	32	38	41
9/1/2025	MONDAY	37	48	54
9/2/2025	TUESDAY	28	41	59
9/3/2025	WEDNESDAY	27	36	53
9/4/2025	THURSDAY	19	42	47
9/5/2025	FRIDAY	34	57	63
9/6/2025	SATURDAY	16	37	42
TOTAL		193	299	359
Golf carts with PTC Decals		60	65	25
Golf carts without visible PTC decals on side		0	3	0
Golf carts with legible decals		3	1	0
Golf carts with license plates		9	1	0
Resident		0	0	0
Non Resident		3	2	0

23989 8/31/25 T
23989 9/2/25 T
23989 9/4/25 T

21100 9/1/25 T
GAM862 9/1/25 T

WEEK OF SEPTEMBER 7, 2025 TO SEPTEMBER 13, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
9/7/2025	SUNDAY	33	51	59
9/8/2025	MONDAY	17	38	60
9/9/2025	TUESDAY	27	40	56
9/10/2025	WEDNESDAY	19	38	67
9/11/2025	THURSDAY	24	40	53
9/12/2025	FRIDAY	20	53	55
9/13/2025	SATURDAY	44	52	59
TOTAL		184	312	409
Golf carts with PTC Decals		60	75	45
Golf carts without visible PTC decals on side		3	9	1
Golf carts with legible decals		5	2	0
Golf carts with license plates		0	2	0
Resident		0	0	0
Non Resident		5	2	0

23989 9/7/25 T
 25137 9/8/25 T
 23989 9/10/25 T
 23989 9/11/25 T
 25137 9/11/25 T

23989 9/7/25 T
 GAM862 9/7/25 T
 22477 9/9/25 T
 YUG677 T

WEEK # 27 SEPTEMBER 14, 2025 TO SEPTEMBER 20, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
9/14/2025	SUNDAY	33	32	49
9/15/2025	MONDAY	20	44	67
9/16/2025	TUESDAY	21	42	39
9/17/2025	WEDNESDAY	20	39	45
9/18/2025	THURSDAY	22	48	52
9/19/2025	FRIDAY	25	43	51
9/20/2025	SATURDAY	23	48	53
TOTAL		164	296	356
Golf carts with PTC Decals		28	45	18
Golf carts without visible PTC decals on side		3	6	0
Golf carts with legible decals		2	0	1
Golf carts with license plates		2	1	0
Resident		0	0	1
Non Resident		4	1	0

GAM860 9/14/25 T
 251379 /15/25 T
 25137 9/16/25 T
 YKQ255 9/17/25 T

YUG677 9/14/25 T

25077 9/14/25 P

WEEK # 28 SEPTEMBER 21, 2025 TO SEPTEMBER 27, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
9/21/2025	SUNDAY	39	41	51
9/22/2025	MONDAY	16	50	61
9/23/2025	TUESDAY	18	39	52
9/24/2025	WEDNESDAY	22	50	48
9/25/2025	THURSDAY	19	37	51
9/26/2025	FRIDAY	32	49	47
9/27/2025	SATURDAY	27	40	48
TOTAL		173	306	358
Golf carts with PTC Decals		70	60	55
Golf carts without visible PTC decals on side		2	5	2
Golf carts with legible decals		3	3	0
Golf carts with license plates		0	1	0
Resident		0	0	0
Non Resident		3	4	0

25137 9/22/25 T

25137 9/23/25 T

23989 9/27/25 T

25448 9/22/25 T

20426 9/23/25 T

25448 9/24/25 T

GAM862 9/24/25 T

WEEK # 29 SEPTEMBER 28, 2025 TO OCTOBER 4, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
9/28/2025	SUNDAY	30	32	52
9/29/2025	MONDAY	12	39	44
9/30/2025	TUESDAY	22	26	46
10/1/2025	WEDNESDAY	21	38	49
10/2/2025	THURSDAY	21	50	45
10/3/2025	FRIDAY	31	84	54
10/4/2025	SATURDAY	30	56	53
TOTAL		167	325	343
Golf carts with PTC Decals		50	75	30
Golf carts without visible PTC decals on side		5	7	0
Golf carts with legible decals		4	3	0
Golf carts with license plates		0	0	0
Resident		0	0	0
Non Resident		4	3	0

25137 9/28/25 T
 25137 9/30/25 T
 25137 10/2/25 T
 25137 10/4/25 T

25448 9/28/25 T
 25448 10/3/2025 T
 25448 10/4/2025 T

WEEK # 30 OCTOBER 5, 2025 TO OCTOBER 11, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
10/5/2025	SUNDAY	25	43	42
10/6/2025	MONDAY	20	40	41
10/7/2025	TUESDAY	22	45	46
10/8/2025	WEDNESDAY	19	40	42
10/9/2025	THURSDAY	23	48	52
10/10/2025	FRIDAY	31	52	56
10/11/2025	SATURDAY	24	37	36
TOTAL		164	305	315
Golf carts with PTC Decals		55	100	45
Golf carts without visible PTC decals on side				
Golf carts with legible decals				
Golf carts with license plates				
Resident				
Non Resident				

25141 10/6/2025 T

25137 10/7/2025 T

25137 10/8/2025 T

25448 10/5/2025 T

25448 10/6/25 T

25448 10/7/25 T

WEEK # 31 OCTOBER 12, 2025 TO OCTOBER 18, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
10/12/2025	SUNDAY	32	40	37
10/13/2025	MONDAY	19	36	24
10/14/2025	TUESDAY	17	27	34
10/15/2025	WEDNESDAY	18	48	45
10/16/2025	THURSDAY	18	43	48
10/17/2025	FRIDAY	22	53	60
10/18/2025	SATURDAY	34	46	30
TOTAL		160	293	278
Golf carts with PTC Decals		50	95	30
Golf carts without visible PTC decals on side				
Golf carts with legible decals				
Golf carts with license plates				
Resident				
Non Resident				

DNK862 10/12/25 T

25448 10/15/25 T

25448 10/16/25 T

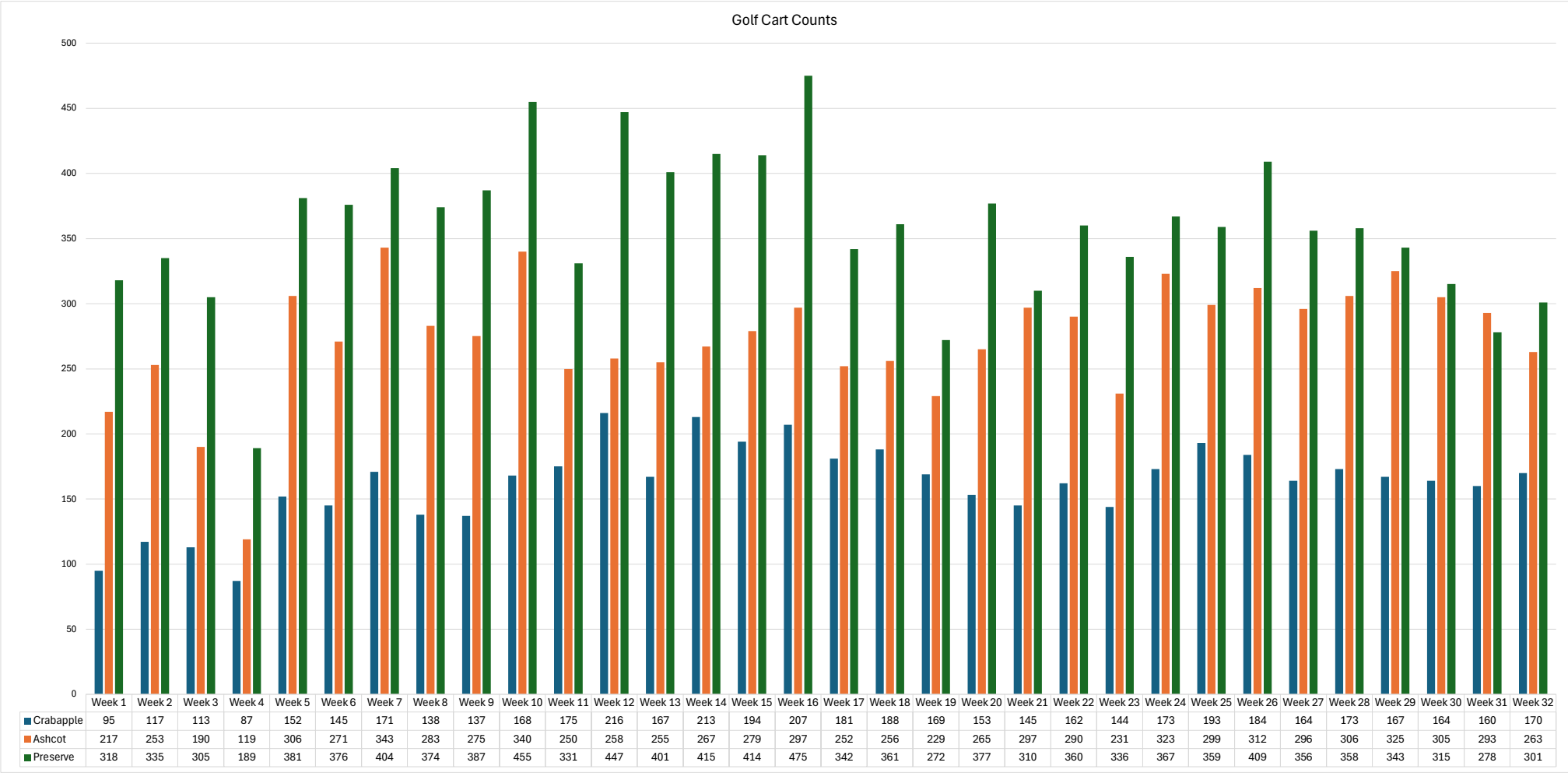
WEEK # 32 OCTOBER 19, 2025 TO OCTOBER 25, 2025

DAY OF WEEK		CAMERA NAME/LOCATION	CAMERA NAME/LOCATION	CAMERA NAME/LOCATION
		F#001 CRABAPPLE LN/IB	F#002 ASHCOT DR/SB	F#003 THE PRESERVE/INBOUND
DATE	DAY OF WEEK			
10/19/2025	SUNDAY	16	32	33
10/20/2025	MONDAY	26	38	39
10/21/2025	TUESDAY	21	39	40
10/22/2025	WEDNESDAY	27	32	53
10/23/2025	THURSDAY	23	35	45
10/24/2025	FRIDAY	29	46	52
10/25/2025	SATURDAY	28	41	39
TOTAL		170	263	301
Golf carts with PTC Decals		35	25	25
Golf carts without visible PTC decals on side		1	3	0
Golf carts with legible decals		1	1	0
Golf carts with license plates		0	1	0
Resident		0	0	0
Non Resident		1	2	0

25137 10/23/2025 T

25448 10/25/2025 T
LS0948 (GA) 10/25/2025 T

Week	Crabapple	Ashcot	Preserve	Crabapple Weekly % Change	Ashcot Weekly % Change	Preserve Weekly % Change
Week 1	95	217	318			
Week 2	117	253	335	23%	17%	5%
Week 3	113	190	305	-3%	-25%	-9%
Week 4	87	119	189	-23%	-37%	-38%
Week 5	152	306	381	75%	157%	102%
Week 6	145	271	376	-5%	-11%	-1%
Week 7	171	343	404	18%	27%	7%
Week 8	138	283	374	-19%	-17%	-7%
Week 9	137	275	387	-1%	-3%	3%
Week 10	168	340	455	23%	24%	18%
Week 11	175	250	331	4%	-26%	-27%
Week 12	216	258	447	23%	3%	35%
Week 13	167	255	401	-23%	-1%	-10%
Week 14	213	267	415	28%	5%	3%
Week 15	194	279	414	-9%	4%	0%
Week 16	207	297	475	7%	6%	15%
Week 17	181	252	342	-13%	-15%	-28%
Week 18	188	256	361	4%	2%	6%
Week 19	169	229	272	-10%	-11%	-25%
Week 20	153	265	377	-9%	16%	39%
Week 21	145	297	310	-5%	12%	-18%
Week 22	162	290	360	12%	-2%	16%
Week 23	144	231	336	-11%	-20%	-7%
Week 24	173	323	367	20%	40%	9%
Week 25	193	299	359	12%	-7%	-2%
Week 26	184	312	409	-5%	4%	14%
Week 27	164	296	356	-11%	-5%	-13%
Week 28	173	306	358	5%	3%	1%
Week 29	167	325	343	-3%	6%	-4%
Week 30	164	305	315	-2%	-6%	-8%
Week 31	160	293	278	-2%	-4%	-12%
Week 32	170	263	301	6%	-10%	8%
Average	162	273	358			
Average % over Crabapple		69%	121%			



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: David Borkowski, City Engineer 11/12/2025
Harold Layton 11/13/2025
Kelly Bush, Financial & Administrative Services Director 11/14/2025
Chris Hobby, Assistant City Manager 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: 11-25-03 FY26 Budget Amendment- Drake Pavilion Permanent Repair

Recommendation:

Award construction project for the repair of the Drake Field Pavilion to Willow Dell, LLC in the amount of \$119,405.00.

Discussion:

The Drake Pavilion Structure developed rot in the main beams that support the roof of the pavilion. In order to protect the public, the pavilion was closed to public access in April of this year. In June, temporary measures were put into place to support the roof and the pavilion was reopened. Since that time, Staff worked with a structural engineer to design a permanent repair for the pavilion, issued bid documents for the work and collected bids from general contractors to perform the repairs.

Four bids were received:

Engineered Restorations	\$270,000
Hasbun	\$197,253
Willow Dell	\$119,405
Solid Solution Services	\$84,997

Staff chose to interview the two lowest bidders with a focus on the scope of work as understood by the bidder and any areas of possible change orders that may come up during construction. Staff also reached out to references for the two lowest bidders and evaluated their listed qualifications.

After this process, Staff recommends that the City hire Willow Dell to perform this project. While they are not the lowest bid presented, their interview showed that they have a more complete understanding of the scope of the project and are prepared to execute with minimal disruption to the existing building and area. For example, Dell stated that they would sand all the members down to bare wood (per the specifications) while the low bidder would not. Dell would take care of damage to existing landscaping or other items at no additional charge, while the low bidder expressed possible change orders would be necessary. Furthermore, Dell reassured Staff that should difficulties arise with delivering the large beams to the site, they are prepared to find a solution without incurring additional expenses, while the low bidder expressed possible change orders.

In addition, Dell's shoring procedure is to lift the entire roof structure and slide the beams in place, while the low bidder proposed to cut some timber columns and saddle plates out of the way and slide the beams in with only localized shoring. This would involve repairing these columns and welding structural plates back. Staff would require a certified welder to perform this work and this was not included in the low bidder's scope of work.

Therefore, it is Staff's opinion that Willow Dell is the lowest responsive bidder in this case.

Budget Impact:

This project was not budgeted for because it was an unexpected emergency repair. A budget amendment in the amount of \$119,405.00 is included for approval with the award recommendation.

Attachments:

1. FY2026 Budget Amendments 26-08 Drake Field Pavillion

[illegible]

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 11/13/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: 11-25-04 New Alcohol License -The Cottages at Laurelbrooke, 4000 Hayes Square

Recommendation:

Approve a new alcohol license for The Cottages at Laurelbrook, 4000 Hayes Square.

Discussion:

The Cottages at Laurelbrooke, located at 4000 Hayes Square, has submitted a request for a new alcohol license. Mr. Joshua Thompson has requested to be appointed as the Licensee and the License Representative.

The business location and Mr. Thompson have met the requirements of the alcohol ordinance to be granted a license.

Budget Impact:

The budgetary impact of the alcohol beverage license will be positive. The applicant will be required to pay the annual fee for wine, which is \$575.

Attachments:

1. 3305_001_Redacted



Office of the City Clerk

City of Peachtree City
 151 Willowbend Road
 Peachtree City, GA 30269
 Phone: 770-487-7657
 Fax: 770-631-2505
PeachtreeCityGA.gov

Application for Alcoholic Beverage License

Business Name: the cottages at laurel Brooke	Business Location: 4000 Hayes Square PTC, GA 30269	Number of Serving Bars: 0
Nature of Business: Boutique air BNB	Mailing Address: 4000 Hayes Square PTC, GA 30269	Business Phone Number: 404. 772.6524
Name of Licensee: Joshua Thomson	Home Address: [REDACTED] PTC, GA 30269	Home/Cell Phone Number: [REDACTED]
Name of License Representative:	Home Address:	Home/Cell Phone Number:

Type of License:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer		Manufacturer	
Malt Beverage		Malt Beverage		Malt Beverage		Malt Beverage	
Wine	X	Wine		Wine		Wine	
Distilled Spirits		Distilled Spirits		Distilled Spirits		Distilled Spirits	
Sunday Sales		Holidays					
		Tastings					

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

Name:	Address:	Phone Numbers:
Individual Owner's Name, Partners' Names, Corporation Name, and name of Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed	Please provide Home and Business Phone Numbers for individuals listed
Joshua Thomson	[REDACTED] PTC, GA 30269	[REDACTED]
Cottages at LB LLC	4000 Hayes Sq Peachtree City GA 30269	678-902-1369

Contact Person: Joshua Thomson
E-mail Addresses for License Applicant(s): joshua@cornerstonewealthpartners.com
Is any person who owns an interest in the Alcohol License an employee of the City of Peachtree City? YES (NO)
If YES, please provide name of employee: _____

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 11/13/2025
Shayla Reed, Planning Director 11/13/2025
Matt Myers, Assistant Police Chief 11/14/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: 11-25-05 Alcohol Ordinance Amendment and Fee Schedule Update

Recommendation:

Consider Approval of Ordinance # Alcohol amendment and Fee Schedule Update

Discussion:

The ordinance amendment originated from two independent requests from businesses within the City:

A new local restaurant requested the ability to sell unopened bottles of wine to patrons who wish to take home a wine they enjoyed with their meal. The current city ordinance does not provide a mechanism for restaurants with on-premises consumption licenses to offer such retail wine sales unless through the corkage section of the ordinance.

A shopping center property management emailed with a request to seek the ability to allow patrons to move freely with alcohol throughout specific outdoor portions of the center during regular business hours. The current ordinance limits such open-container privileges to special events, leaving no pathway for a controlled, year-round outdoor service model.

Staff evaluated the issues and identified opportunities to modernize the ordinance in a way that supports local commerce while ensuring public safety and clear operational standards.

Budget Impact:

If approved, each entertainment district license would generate \$500 in annual revenue.

Attachments:

1. Alcohol_Ordinance_Presentation (1)
2. Draft- Chapter_6___ALCOHOLIC_BEVERAGES (2)



Chapter 6 – Alcoholic Beverages

November 20, 2025

Presented by _____

Yasmin Julio

City Clerk/ Director of Executive Services

Purpose

- Modernize local alcohol regulations
- Support commercial centers and local businesses
- Create clear year-round guidelines for controlled outdoor alcohol usage
- Maintain strong public responsibility and safety measures



Proposed Change #1: Wine Sales

- Authorize food service establishments with valid on-premises alcohol licenses to:
 - Sell unopened bottles of wine for off-premises consumption
 - Ensure compliance with all state retail alcohol laws
 - Provide convenience for patrons wishing to purchase a wine they enjoyed without having to uncork it first.



Proposed Change #2: Entertainment District

A new license available to qualifying shopping centers:

- Allows patrons to possess alcohol outdoors within an approved boundary (Not just during special events as currently allowed)
- Requires at least three licensed establishments
- Must have pedestrian-friendly areas suitable for gatherings and entertainment
- Requires approval of boundaries and operations by the City Manager and Council

Operational & Safety Requirements

- Only non-glass containers permitted
- Containers must show the establishment or district name/logo
- Mandatory security, lighting, restrooms, and waste control
- One-year renewable license
- District operator responsible for management and compliance



Signage Requirements

- Required signage at all district exit points via sidewalk or path:
"Leaving Entertainment District – Open Containers Prohibited Beyond This Point"
- Ensures patrons understand where alcohol is prohibited
- Signage installed and maintained by district management



Fee Schedule Recommendation:

Entertainment District: \$500

- Detailed district boundary maps
- Layout of walkways, pedestrian zones, and access points
- Proximity to public streets, cart paths, schools, and churches
- Proposed security plans
- Lighting and restroom adequacy
- Copies of alcohol licenses for each participating business
- District can support gatherings and outdoor activity
- Sign quantity and placement at each exit
- Visibility and compliance with city-approved designs
- Installation before license activation
- Non-glass container compliance

Off-Premise Wine Sales: No additional fees recommended

- Review after 1 year to determine if a change is needed due to burdened staff time across departments.

A large, stylized green leaf graphic is positioned on the left side of the slide, partially overlapping the text. The leaf is composed of several curved, overlapping segments in varying shades of green, creating a sense of depth and movement.

Questions?

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; Ord. No. 1239, § 1, 8-21-2025)

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.

Approved containers means a tamper evident container that:

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.

-
- (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.

Entertainment District means a defined, contiguous, mixed-use or commercial area, approved by the city council, within which licensed establishments and their patrons may possess and consume alcoholic beverages outdoors within a designated boundary.

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; Ord. No. 1239, § 1, 8-21-2025)

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);
 - (18) Broker (malt beverage);
 - (19) Broker (wine); and
 - (20) Broker (distilled spirits);
 - ~~-(21) Entertainment District (distilled spirits, malt beverage, wine)~~

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).

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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.

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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:

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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. Reserved.

Editor's note(s)—Ord. No. 1239, § 1, adopted August 21, 2025, repealed § 6-40 which pertained to notice of application advertisement and derived from 1980 Code § 3-7; Ord. No. 719, adopted July 15, 1999; and Ord. No. 968, adopted February 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; Ord. No. 1239, § 1, 8-21-2025)

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.

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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.
- (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; Ord. No. 1239, § 1, 8-21-2025)

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;

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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, 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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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. This section shall not apply to areas licensed as an Entertainment District pursuant to Sec. 6-56, which shall be regulated independently of qualifying location and special event permits.
- (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 a entertainment district license or 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.
 - (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; Ord. No. 1239, § 1, 8-21-2025)

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:

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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.
- (b) *Prohibited locations for acquiring tasting permits.*
 - (1) Businesses that sell motor fuel but that are not grocery stores.
- (c) *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 and 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 and 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.*
 - a. Malt beverages: no more than eight ounces per consumer per event.
 - b. Wine: no more than five ounces per consumer per event.
 - c. Distilled spirits: no more than one and one-half 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.
 - (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.
- (d) *Application, renewal, and revocation.*

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- (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.

(Ord. No. 1239, § 1, 8-21-2025)

Editor's note(s)—Ord. No. 1239, § 1, adopted August 21, 2025, repealed §§ 6-54 and 6-55, and enacted a new § 6-54 as set out above and later amended, and renumbered the existing § 6-56 as § 6-55. Former § 6-54 pertained to wine tastings and derived from Ord. No. 1039, adopted January 5, 2012 and Ord. No. 1077, adopted May 1, 2014. Former § 6-55 pertained to growler sampling permits and derived from Ord. No. 1051, adopted November 8, 2012.

Sec. 6-55. 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.
- (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; Ord. No. 1239, § 1, 8-21-2025)

Note(s)—Formerly § 6-56, see editor's note for § 6-54.

Secs. 6-56 Entertainment District License

The purpose of the Entertainment District License is to encourage and support vibrant mixed-use and pedestrian-friendly developments that promote local dining, shopping, and entertainment while maintaining the responsible consumption of alcoholic beverages within designated public areas. This section establishes the framework for the licensing and operation of Entertainment Districts as permanent, managed areas for open-container alcohol service.

a) License required.

- 1) A property owner, management entity, or authorized representative of a shopping center or mixed-use development may apply for an Entertainment District License.
- 2) Once approved, the Entertainment District License shall permit patrons to possess and consume alcoholic beverages outdoors within the defined district boundaries at all times allowed under Sec. 6-123 (Hours of Sale).

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- 3) Only alcoholic beverages purchased from licensed establishments within the district may be consumed within the boundaries.

b) Eligibility.

To qualify for an Entertainment District License, the applicant must demonstrate that:

- 1) The development includes at least three businesses licensed for on-premises alcohol consumption.
- 2) The property includes shared outdoor pedestrian areas that encourage public gatherings and entertainment.
- 3) Adequate lighting, restrooms, and pedestrian circulation are provided.
- 4) The property owner or management entity agrees to provide continuous maintenance, security, and management oversight of the district.
- 5) The design and proposed boundaries are approved by the city manager and city council.

c) Operational standards.

- 1) Alcoholic beverages may only be possessed or consumed in approved, non-glass containers displaying the name or logo of the licensed establishment or district.
- 2) Patrons shall not remove alcoholic beverages from the district boundaries.
- 3) Each participating establishment must hold a valid on-premises consumption license and comply with all city and state alcohol regulations.
- 4) The property owner or managing entity shall provide sufficient security and waste management and shall coordinate directly with city law enforcement on district operations.
- 5) Hours of sale and consumption shall follow Sec. 6-123.

d) Signage.

The licensee or managing entity of an Entertainment District shall install and maintain visible signage at pedestrian and path exit and access points to the district. Such signs shall read:

“Leaving Entertainment District – Open Containers of Alcohol Prohibited Beyond This Point.”

Signage shall be of sufficient size and placement to be clearly visible to all patrons and comply with any design or placement standards established by the city. The Entertainment District licensee or managing entity shall bear the cost of signage.

- e) License term and renewal. The Entertainment District License shall be valid for one calendar year and may be renewed annually, provided that compliance with this section and all applicable laws is maintained.
- f) Revocation. The city may suspend, revoke, or refuse renewal of an Entertainment District License for repeated or serious violations of this chapter, state law, or any public safety concerns.
- g) Relationship to other licenses. Establishments operating within an approved Entertainment District shall maintain their individual alcohol licenses under Sec. 6-36. The Entertainment District License is supplemental and may be issued in addition to other permits authorized by this chapter.

Sec. 6-57—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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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.
- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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 or as set forth in section 6-1122 (e) for limited off-premises wine sales by licensed food service establishments.

(Code 1980, § 3-35; Ord. No. 974, § 2, 6-18-2009; Ord. No. 1239, § 1, 8-21-2025)

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.

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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 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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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;
 - (2) Accompanied by a food order and a sales receipt within a time stamp that indicates the date and time of such purchases;

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- (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).
- (e) Unopened wine bottle sales by on-premises consumption license holders. Any food service establishment or other retail consumption dealer duly licensed by the city and the state for the sale and service of alcoholic beverages for on-premises consumption may sell unopened bottles of wine for off-premises consumption, subject to the following conditions:
- 1. The establishment shall hold a valid city retail consumption license and corresponding state license authorizing the sale and/or service of wine.
 - 2. Sales shall be limited to unopened, sealed bottles of wine at retail prices, and shall comply with all state laws governing retail alcohol sales, including packaging and age verification requirements.
 - 3. Such sales shall only occur during hours when on-premises sales are otherwise permitted under Sec. 6-123.
 - 4. Nothing herein shall authorize the sale of distilled spirits, malt beverages, or any container other than unopened bottles of wine for off-premises consumption.
 - 5. The licensee remains responsible for ensuring that any off-premises wine sales are properly documented and reported in accordance with Sec. 6-46 (Excise tax) and other applicable state laws.

(Ord. No. 923, § 3, 12-6-2007; Ord. No. 1077, § 3, 5-1-2014; Ord. No. 1202, § 1, 10-6-2022; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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.
 - (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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:
 - (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; Ord. No. 1239, § 1, 8-21-2025)

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.

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.

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; Ord. No. 1239, § 1, 8-21-2025)

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 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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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.

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- (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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

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; Ord. No. 1239, § 1, 8-21-2025)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Clint Holland, Council member 11/13/2025

DATE: November 20, 2025

SUBJECT: 11-25-06 Resolution Micromobility and Legislation

Recommendation:

Approve Resolution # Micromobility and Legislation to send to the delegation

Discussion:

The need for safe shared paths is a top priority for city council as it is stated clearly in our Peachtree City Mission Statement:

“Ensuring residents a safe and healthy environment in which to live, work, and enjoy leisure time”

The need for safety on our cart paths, now called “shared use paths”, is paramount to the citizens overall safety when using the paths. Currently we have such new-styles of electric vehicles that exceed the 20mph speed of a typical golf cart. Some vehicles can exceed 35mph that travel the paths. These vehicles may be electric bikes, upgraded golf carts, electric scooters, mini-bikes, etc., many of which exceed the 20mph limit and should be only allowed on the city streets, not paths.

The city council needs to protect the safety of citizens who use the paths for walking, running, typical golf carts, and bicycling from these vehicles that exceed the 20mph limit. Current state law governs the use of golf carts on the paths and needs to be updated to the current status of the micromobility vehicle industry. Additionally, the enforcement of the speeds and safety equipment will need local enforcement, not state enforcement.

The passage of this resolution by city council will help our state legislative representatives update the state law and allow enabling state legislation for municipalities to control the type of vehicles used on paths, to set speed limits on paths, to set safety equipment requirements, and to enforce speed limits by our city police department.

Budget Impact:

Attachments:

1. A BILL - Micromobility Traffic Safety Act rev3

2. Updated Peachtree City Resolution - Micromobility Traffic Safety Act (003)
3. GMA - Micromobility Traffic Safety Act Overview - 12NOV25.pptx Clint Holland

Local Jurisdiction Enabling Legislation Proposal

A BILL TO BE ENTITLED

AN ACT

To amend Title 40 of the Official Code of Georgia Annotated, relating to traffic laws, so as to allow local authorities to plan for and regulate operation of micromobility devices and other electric powered devices and vehicles including those operated by those individuals with a mobility disability upon certain highways, shared use paths, natural surface trails, boardwalks and sidewalks under their jurisdiction; to provide for definitions; to provide for required safety equipment, to provide for operation upon shared use paths, paved shoulders and signaling at intersections, to provide for determining of speed limits on streets and shared use paths, to provide a short title; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

This Act shall be known and may be cited as the “Micromobility Traffic Safety Act”

SECTION 2.

Title 40 of the Official Code of Georgia Annotated, relating to motor vehicles and traffic, is amended in Code Section 40-1-1, relating to definitions, by revising paragraphs and adding new paragraphs to read as follows:

21 “(1) ‘Adaptive cycle’ means every device propelled by human or electric power upon
22 which any person may ride, having one or more wheels. Adaptive cycles include
23 unicycles, upright tricycles, semi-recumbents, tandems, and handcycles, each equipped
24 with special seating, footplates, or headrests to ensure safe, comfortable, and accessible
25 riding for people of all abilities.

26 (6.4) ‘Boardwalk’ means a structure, usually made of wood and without a paved or
27 poured surface, whose primary purpose is to provide access to a recreation or nature area.
28 Boardwalks may be connected to both paths and natural surface trails.

29 (12.1) ‘Dirt-bike’ means any electric or gasoline powered motorized two-wheel vehicle
30 with footpads or with pedals of any size designed for or capable of cross-country travel
31 and not intended for use predominantly on public roads. Such term shall not include an
32 electric bicycle. See also ‘Off-road vehicle.’

33 (15.5) ‘Electric scooter’ means every device weighing less than 100 pounds that is
34 equipped with handlebars and an electric motor, powered by an electric motor or human
35 power or both; and capable of a maximum speed of no more than 20mph on a paved level
36 surface when powered solely by the electric motor. Such term shall not include an
37 electric bicycle, electric personal assistive mobility device, motorcycle, moped or
38 personal electric vehicle.

39 (15.6) ‘eMoto’ means a high-performance electric motorized cycle, with either footpads
40 or pedals, designed by the manufacturer for highway use and which exceeds the Georgia
41 Code electric assisted bicycle classifications requiring it to be registered and operated as
42 a motorcycle. Those eMotos not capable of registration as motorcycles shall be
43 categorized as off-highway vehicles.

(17.21) 'Go-cart' means a type of small, open-wheeled vehicle powered by an electric or gasoline motor at any speed.

(27.1) 'Micromobility' means small, light-weight devices that typically carry a single rider and are either human-powered, electric-powered or a mix of both.

(27.2) 'Minimal risk condition' means a low-risk operating mode in which a fully autonomous vehicle operating without a human driver achieves a reasonably safe state, such as bringing the vehicle to a complete stop, upon experiencing a failure of the vehicle's automated driving system that renders the vehicle unable to perform the entire dynamic driving task."

(33) 'Motor vehicle' means every vehicle which is self-propelled other than a personal delivery device, an adaptive cycle, electric assisted bicycle, ~~or~~ an electric personal assistive mobility device (EPAMD), pedal-assist electric vehicle (PA-EV) or other micromobility device.

(33.2) 'Natural surface trails' means a path with a natural surface tread made by clearing and grading the native soil within a public right of way or public greenspace and used by bicycles, pedestrians and other authorized motorized and nonmotorized users.

(37.1) 'Off-road vehicle' means any recreational motorized vehicle designed for or capable of cross-country travel on or immediately over land, water, snow, ice, marsh, swampland, or other natural terrain and not intended for use predominantly on public roads. The term includes, but is not limited to, four-wheel drive vehicles, low-pressure tire vehicles, two-wheel vehicles, nonhighway tire vehicles, amphibious machines, ground effect or air cushion vehicles, and any other means of transportation deriving power from any source other than muscle or wind.

(37.2) ‘Operational design domain’ means a description of the specific operating domains in which an automated driving system is designed to effectively operate, including but not limited to geographic limitations, roadway types, speed range, and environmental conditions such as weather and limited visibility.

(38.1) ‘Other power driven mobility device’ or ‘OPDMD’ means any mobility device powered by batteries, fuel, or other engines, whether or not it was designed primarily for use by individuals with mobility disabilities, that is used by such individuals for the purpose of locomotion. This may include personal transport vehicles and motorized carts, electronic personal assistance mobility devices, adaptive cycles, or any mobility device that is not a wheelchair and is designed to operate in areas without defined pedestrian routes.

(41.1) ‘Pedal-assist electric vehicle’ or ‘PA-EV’ means:

(A) A lightweight, open or enclosed electric vehicle with three or more wheels with manual pedal assist for human propulsion.

(B) The PA-EV:

(i) Has an electric motor having a power output of not more than 750 watts;

(ii) The vehicle is labeled with motor wattage and top assisted speed capability of either 20 miles per hour or 28 miles per hour in the same manner as electric assisted bicycles;

(iii) With a maximum width of 48 inches;

(iv) With a maximum laden weight of 1,300 pounds;

(v) Capable of transporting not more than four persons or commercial cargo; and

(vi) Regulated by local jurisdictions with personal transportation vehicles.

(42) 'Pedestrian' means any person afoot and shall include, without limitation, persons standing, walking, jogging, running, or otherwise on foot.

(43.4) 'Personal electric vehicles' or "PEV" means a single-person electric vehicle with a self-balancing gyroscopic system comprising a one- or two-wheeled or more platform on which the rider stands. This includes electric unicycles, hoverboards, onewheel scooters and electric skateboards having an electric propulsion system with a maximum speed of less than 20 miles per hour.

(43.5) "Personal transportation vehicle" or "PTV" means:

(A) Any motor vehicle having no fewer than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour if such vehicle was authorized to operate on local roads by a local authority prior to January 1, 2012. Such vehicles may also be referred to as "motorized carts" in such local ordinances; and

(B) Any motor vehicle:

(i) With a minimum of four wheels;

(ii) Capable of a maximum level ground speed of less than 20 miles per hour;

(iii) With a maximum width of 48 inches;

(iv)~~(iii)~~ With a maximum gross vehicle unladen or empty weight of 1,375 pounds; and

(v)~~(iv)~~ Capable of transporting not more than eight persons.

The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs, and scooters, that can be used indoors and outdoors for the express purpose of enabling mobility for a person with a

disability. The term also does not include any all-terrain vehicle or
multipurpose off-highway vehicle.

(43.6) ‘Personal transportation vehicle path’ or ‘PTV path’ means a right of way under
the jurisdiction and control of this state or a local political subdivision thereof designated
for use by personal transportation vehicle and pedal-assist electric vehicle drivers.

(57) ‘Sidewalk’ means that portion of a street between the curb lines, or the lateral lines
of a railway, and the adjacent property lines, primarily intended for use by pedestrians
and permitted devices including other power driven mobility device (OPDMD) in use by
individuals with mobility disabilities.

(57.1) ‘Skates’ means a person wearing traditional roller skates, electric roller skates,
inline skates or roller blades, and wheelie shoes for the purpose of skating.

(57.2) ‘Skateboard’ means a device for riding upon, usually while standing or crouching,
consisting of a short, oblong piece of wood, plastic, aluminum or other material mounted
on roller skate type wheels used on smooth surfaces.

(75.1) ‘Wheelchair’ means a manually operated or power-driven device designed
primarily for use by an individual with a mobility disability for the main purpose of
locomotion.”

SECTION 3.

Said title is further amended in Code Section 40-6-181, relating to maximum limits, by revising
subsection (b) as follows:

“(b) Consistent with the provision of engineering and traffic investigations regarding
maximum speed limits as provided in Code Section 40-6-182, no person shall drive a
vehicle at a speed in excess of the following maximum limits:

- (1) Thirty miles per hour in any urban or residential district unless otherwise designated by appropriate signs;
- (2) Thirty-five miles per hour on a highway that is an unpaved county road unless designated otherwise by appropriate signs;
- (3) Seventy miles per hour on a highway that is part of the federal interstate system and highways that are physically divided with full control of access and that are part of the state highway system, provided that such speed limit is designated by appropriate signs;
- (4) Sixty-five miles per hour on highways that are physically divided without full control of access and that are part of the state highway system, provided that such speed limit is designated by appropriate signs; and
- (5) Fifty-five miles per hour in other locations.
- (6) Twenty miles per hour on any shared-use path unless otherwise designated by appropriate signs.”

SECTION 4.

Said title is further amended in Code Section 40-6-183, relating alternation of speed limits by local authorities, by revising subsection (a) as follows:

“(a) Whenever the governing authority of an incorporated municipality or county, in its respective jurisdiction, determines on the basis of an engineering and traffic investigation that the maximum vehicle speed permitted under this chapter is greater than is reasonable and safe under the conditions found to exist upon a highway or part of a highway and shared use path under its jurisdiction, such authority may determine and declare a reasonable and safe maximum vehicle speed limit thereon which:

- 159 (1) Decreases the limit at intersections;
- 160 (2) Decreases the limit outside an urban or residential district, but not to less than 30
- 161 miles per hour;
- 162 (3) Decreases the limit within an urban or residential district, but not to less than 25
- 163 miles per hour; or
- 164 (4) Decreases any speed limit where a special hazard or condition exists that requires
- 165 lower speed for compliance with Code Section 40-6-180; or”
- 166 (5) Decreases the limit on a shared use path; but not less than 20 miles per hour”

167 **SECTION 5.**

168 Said title is further amended in Code Section 40-6-290, relating to application of part regarding

169 bicycles generally, by revising as follows:

170 “The provisions of this part applicable to bicycles, adaptive cycles, electric assisted

171 bicycles, electric scooters and personal electric vehicles shall apply whenever ~~a bicycle is~~

172 operated upon a highway, upon a bicycle lane, upon a shared use path or upon any

173 bicycle path set aside for the exclusive use of bicycles, subject to those exceptions stated

174 in this part.”

175 **SECTION 6.**

176 Said title is further amended in Code Section 40-6-291, relating to traffic laws applicable to

177 bicycles; operation upon paved shoulder; and signaling of right hand turns generally, is amended

178 by revising as follows:

179 “(a) The provisions of this chapter that apply to vehicles, but not exclusively to motor
180 vehicles, shall apply to bicycles, adaptive cycles, electric assisted bicycles, electric scooters
181 and personal electric vehicles except as provided in this Code section and except that the
182 penalties prescribed in subsection (b) of Code Section 40-6-390, subsection (c) of Code
183 Section 40-6-391, and subsection (a) of Code Section 40-6-393 shall not apply to persons
184 riding bicycles.

185 (b) Notwithstanding the provisions of Code Section 40-6-50, any person operating a bicycle,
186 adaptive cycle, electric assisted bicycle, electric scooter or personal electric vehicle may ride
187 upon a paved shoulder; provided, however, that such person shall not be required to ride
188 upon a paved shoulder.

189 (c) Notwithstanding any other provision of law, Any any person operating a bicycle, adaptive
190 cycle, electric assisted bicycle, electric scooter or personal electric vehicle shall ~~may~~ signal a
191 right turn with his or her right arm and hand extended horizontally or with his or her left hand
192 and arm extended upward and shall signal a left turn with his or her left hand and arm
193 extended horizontally not less than 50 feet prior to such person completing the turn;
194 provided, however, that no arm and hand signals shall be required when doing so would
195 create an unsafe condition as to endanger any person.

196 (d) Any person operating a bicycle, adaptive cycle, electric assisted bicycle, electric scooter
197 or personal electric vehicle while approaching a stop sign at an intersection or
198 junction with a highway with two or fewer lanes shall slow down to a speed reasonable for
199 the existing conditions and, if required for safety, shall stop at the point nearest the
200 roadway of such intersection or junction where the operator has a view of
201 approaching traffic before entering such intersection or junction. After slowing to a

reasonable speed or stopping, the operator shall yield the right of way to any pedestrian or vehicle in the intersection or junction or approaching on another highway so closely as to constitute an immediate hazard during the time the operator is moving across or within the intersection or junction; provided, however, that, after slowing to a reasonable speed, the operator may make a turn or proceed through an intersection or junction without stopping when no other pedestrian or vehicle is approaching the intersection or junction so closely as to constitute a hazard for the operator to turn or proceed."

SECTION 7.

Said title is further amended in Code Section 40-6-292, relating to manner of riding bicycle; passengers generally, by revising as follows:

“(a) A person propelling a bicycle, adaptive cycle or electric assisted bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto and shall allow no person to ride upon the handlebars.

(b) No bicycle, adaptive cycle, electric assisted bicycle, electric scooter or personal electric vehicle shall be used to carry more persons at one time than the number for which it is designed and equipped.”

SECTION 8.

Said title is further amended in Code Section 40-6-293, relating to clinging to vehicles generally, by revising as follows:

“No person riding upon any bicycle, coaster, roller skates, skateboard, sled, electric scooter or ~~toy~~ personal electric vehicle shall attach the same or himself or herself to any vehicle upon a roadway.”

SECTION 9.

Said title is further amended in Code Section 40-6-294, relating to riding on roadways and bicycle paths generally, by revising as follows:

“(a) As used in this Code section, the term "hazards to safe cycling" includes, but shall not be limited to, surface debris, rough pavement, drain grates which are parallel to the side of the roadway, parked or stopped vehicles, potentially opening car doors, or any other objects which threaten the safety of a person operating a bicycle adaptive cycle, electric assisted bicycle, electric scooter or personal electric vehicle.

(b) Every person operating a bicycle upon a roadway or shared use path shall ride as near to the right side of the roadway as practicable, except when:

(1) Turning left;

(2) Avoiding hazards to safe cycling;

(3) The lane is too narrow to share safely with a motor vehicle;

(4) Traveling at the same speed as traffic;

(5) Exercising due care when passing a standing vehicle or one proceeding in the same direction; or

(6) There is a right turn only lane and the person operating the bicycle is not turning right;

provided, however, that every person operating a bicycle away from the right side of the roadway shall exercise reasonable care and shall give due consideration to the other applicable rules of the road.

(c) Persons riding bicycles upon a roadway or shared use path shall not ride more than two abreast except on bicycle paths, bicycle lanes, parts of roadways set aside for the exclusive use of bicycles, or when a special event permit issued by a local governing authority permits riding more than two abreast.”

SECTION 10.

Said title is further amended in Code Section 40-6-295, relating to carrying articles generally, by revising as follows:

“No person operating a bicycle, adaptive cycle, electric assisted bicycle, electric scooter or personal electric vehicle shall carry any package, bundle, or other article which prevents him or her from keeping at least one hand upon the handlebars.”

SECTION 11.

Said title is further amended in Code Section 40-6-296, relating to lights and other equipment on bicycles generally, by revising as follows:

“(a) Every bicycle when in use at nighttime shall be equipped with a light on the front which shall emit a white light visible from a distance of 300 feet to the front and with a light on the back which shall emit a red light visible from a distance of 300 feet to the rear. Any bicycle equipped with a red reflector on the rear that is approved by the Department of Public Safety shall not be required to have a light on the rear of the bicycle. Operators of other devices at

nighttime shall be equipped with the same white and red lights or red reflector as a bicycle on either the device or on their helmets.

(b) Every bicycle, adaptive cycle, electric assisted bicycle, electric scooter or personal electric vehicle sold or operated shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level pavement.

(c) No bicycle shall be equipped or operated while equipped with a set of handlebars so raised that the operator must elevate his or her hands above the operator's shoulders in order to grasp the normal steering grip area.

(d)

(1) No person under the age of 16 years shall operate or be a passenger on a bicycle on a highway, bicycle path, shared use path, bicycle lane, or sidewalk under the jurisdiction or control of this state or any local political subdivision thereof without wearing a bicycle helmet.

(2) For the purposes of this subsection, the term "bicycle helmet" means a piece of protective headgear which meets or exceeds the impact standards for bicycle helmets set by the American National Standards Institute (ANSI) or the Snell Memorial Foundation.

(3) For the purposes of this subsection, a person shall be deemed to wear a bicycle helmet only if a bicycle helmet of good fit is fastened securely upon such person's head with the straps of such bicycle helmet.

(4) No bicycle without an accompanying protective bicycle helmet shall be rented or leased to or for the use of any person under the age of 16 years unless that person is in possession of a bicycle helmet at the time of the rental or lease.

(5) Violation of any provision of this subsection shall not constitute negligence per se nor contributory negligence per se or be considered evidence of negligence or liability.

(6) No person under the age of 16 failing to comply with any provision of this subsection shall be fined or imprisoned.”

SECTION 12.

Said title is further amended in Code Section 40-6-298, relating to rules and regulations generally, by revising as follows:

“The Board of Public Safety is authorized to promulgate rules and regulations to carry this part into effect and is authorized to establish regulations for any additional safety equipment or standards it shall require for bicycles, adaptive cycles, electric scooters, pedal-assist electric vehicles and personal electric vehicles.”

SECTION 13.

Said title is further amended in Code Section 40-6-331, relating to designation of areas of operation; PTV licensing requirements and operating standards; signage; use by a commercial delivery company, by revising as follows:

“(a) A local authority may, by ordinance, designate certain public streets or portions thereof or PTV paths that are under its regulation and control for the combined use of

PTVs, micromobility devices, pedal-assist electric vehicles (PA-EV), personal electric vehicles (PEV) and regular vehicular traffic or the use of PTVs and no other types of motor vehicles and establish the conditions under which PTVs and other vehicles may be operated upon such streets or portions thereof or PTV paths, including without limitation the conditions under which a person may operate PTVs and other vehicles on such designated streets or portions thereof or PTV paths. All operators of PTVs and PA-EV shall be required to possess a valid driver's license except when operating a PTV within a locality whose local authority has enacted an ordinance permitting the use of PTVs or motorized carts on streets without possession of a driver's license prior to January 1, 2012.

(b) Local authority ordinances may establish operating standards but shall not require PTVs and PA-EV to meet any requirements of general law as to registration, inspection, certificate of title, or licensing; provided, however, that a local authority may, by ordinance, require the local registration and licensing of PTVs and PA-EV operated within its boundaries at least once every five years for a fee not to exceed \$15.00. No local authority shall be liable for losses that result from exercising or not exercising inspection powers or functions, including failure to make an inspection or making an inadequate or negligent inspection of a PTV or PA-EV. The provisions of this subsection and the authority granted by this subsection shall not apply to PTVs owned by golf courses, country clubs, or other such organized entities which own such PTVs and make them available to or for use by members or the public on a rental or licensed basis, provided that such PTVs are used only on the premises of such golf courses, country clubs, or other such organized entities.

(c) Each local authority permitting the use of PTVs and PA-EV upon the public streets within its jurisdiction shall erect signs on every highway which comprises a part of the state highway system at that point on the highway which intersects the corporate limits of the municipality or boundaries of the county. Such signs shall be at least 24 by 30 inches in area and shall warn approaching motorists that PTVs and PA-EV are authorized for use on public streets. All costs associated with such signs shall be funded entirely by the local authority. Ordinances establishing operating standards for PTVs and PA-EV shall not be effective unless appropriate signs giving notice are posted as required by this subsection.

(d)

(1) In jurisdictions where PTVs and PA-EV are permitted or otherwise allowed by state law, PTVs and PA-EV may cross streets and highways that are part of the state highway system only at crossings or intersections designated for that purpose and which are constructed as an active grade crossing in accordance with the Manual on Uniform Traffic Control Devices. PTV crossings shall be indicated by warning sign W11-11 of the Standard Highway Signs and be clearly visible in both directions by vehicles traversing the highway which is being crossed or intersected by PTVs.

(2) PTVs and PA-EV may cross streets and highways that are part of a municipal street system or county road system and used by other types of motor vehicles only at crossings or intersections designated for that purpose by the local authority having jurisdiction over such system.

(e)

(1) Regardless of whether a local ordinance has been approved regarding the use of PTVs or PA-EV, delivery personnel for a commercial delivery company which has at least 10,000 persons employed in this state may operate PTVs and PA-EV within a residential subdivision with speed limits of 25 miles per hour or less, provided that any PTV or PA-EV utilized by a commercial delivery company shall:

(A) Include the equipment required in subsection (a) of Code Section 40-6-330.1;

(B) Be marked in a conspicuous manner with the name of the commercial delivery company;

(C) Be operated by a person with a valid driver's license; and

(D) Be utilized only for the delivery of envelopes and packages with a maximum size of 130 inches for the combined length and girth and with a weight no greater than 150 pounds per package.

(2) Any commercial delivery company utilizing PTVs or PA-EV under this subsection shall remit a \$50.00 fee every five years to each local authority where a PTV or PA-EV is operated along with a signed statement that such commercial delivery company operates PTVs or PA-EV within the jurisdiction of such local authority.

(3) Notwithstanding any other provision of law to the contrary, any person operating a PTV or PA-EV under this subsection shall be granted all the rights and shall be subject to all the duties applicable to a driver of any other vehicle under

this chapter; provided, however that subsection (b) of Code Section 40-6-315 shall not be applicable to the operator of a PTV or PA-EV under this subsection.

(4) Any PTV or PA-EV authorized to operate pursuant to this subsection shall not pull multiple trailers. Such PTVs or PA-EV shall be limited to pulling one trailer or cargo platform and be limited to hauling weight no greater than the carrying capacity of the PTV or PA-EV as determined by the manufacturer.”

SECTION 14.

Said title is further amended in Code Section 40-6-353, relating to operation over certain roads may be prohibited generally, by revising as follows:

“The commissioner of transportation or local governing authorities having jurisdiction over public roads and highways may prohibit the operation of mopeds on public roads, bicycle lanes, shared use paths and highways within their jurisdiction if it is determined that such operation endangers the safety of the traveling public.”

SECTION 15.

Said title is further amended in Code Section 40-6-354, relating to definitions generally, by revising as follows:

“As used in this part, the term:

(1) ‘Personal transportation vehicle lane’ or ‘PTV lane’ means a portion of the roadway that has been designated by striping, pavement markings, or signage for the exclusive or preferential use of persons operating personal transportation vehicles and locally authorized

micromobility devices including adaptive cycles, bicycles, electric assisted bicycles, pedal-
assist electric vehicles and personal electric vehicles. Such PTV lanes shall at a minimum
meet accepted guidelines, recommendations, and criteria with respect to planning, design,
operation, and maintenance as set forth in the American Association of State Highway and
Transportation Officials Safety Manual.

(2) ‘Personal transportation vehicle transportation plan’ or ‘PTV plan’ means a detailed guide
for the operation of personal transportation vehicles upon local streets, shared use paths and
road segments passed by a local authority through ordinance or resolution. The local
authority may also include consideration of pedestrians and those authorized micromobility
devices in their planning and operational guide for shared use paths, boardwalks and natural
surface trails in the same plan.

(3) ‘Plan area’ means the territory designated by a local authority in a personal transportation
vehicle transportation plan that provides for use of personal transportation vehicles and may
include privately owned land upon the consent of the landowner.”

SECTION 16.

Said title is further amended in Code Section 40-6-368, relating to requirements for streets or
highways on which joint use by regular vehicle traffic and PTVs permitted, by revising as
follows:

“Any street or highway segment upon which the joint use by regular vehicle traffic, pedal-assist
electric vehicles and personal transportation vehicles is permitted shall:

(1) Have speed limits of 25 miles per hour or less, as established by an engineering and
traffic survey; and

(2) Have been determined by a qualified traffic engineer to accommodate personal transportation vehicles or pedal-assist electric vehicles without adversely impacting traffic safety or the travel needs of commuters and other users.”

SECTION 17.

Said title is further amended in Code Section 40-6-369, relating to manner in which PTVs may be driven, by revising as follows:

“(a) All personal transportation vehicles or pedal-assist electric vehicles authorized by a PTV plan to operate on a street, road segment, or PTV lane are entitled to full use of a lane, and no motor vehicle shall be driven in such manner as to deprive a personal transportation vehicle or pedal-assist electric vehicle of the full use of a lane.

(b) The operator of a personal transportation vehicle or pedal-assist electric vehicle shall not overtake and pass in the same lane occupied by the vehicle being overtaken.

(c) No person shall operate a personal transportation vehicle or pedal-assist electric vehicle between lanes of traffic or between adjacent lines or rows of vehicles.

(d) Personal transportation vehicles or pedal-assist electric vehicles shall not be operated two or more abreast in a single lane.”

SECTION 18.

Said title is further amended in Code Section 40-6-369.1, relating to speed limits on streets authorized for PTV use, by revising as follows:

“Personal transportation vehicles or pedal-assist electric vehicles shall only be operated on highways where the posted speed limit does not exceed 25 miles per hour. The operator of a

personal transportation vehicle or pedal-assist electric vehicle shall not operate such vehicle on any highway where the posted speed limit exceeds 25 miles per hour.”

SECTION 19.

Said title is further amended in Code Section 40-6-371, relating to powers of local authorities generally, by revising subsection (a) as follows:

" (a) This chapter shall not be deemed to prevent local authorities with respect to streets, shared use paths, sidewalks and highways under their jurisdiction and within the reasonable exercise of the police power from:

(1) Regulating or prohibiting stopping, standing, or parking;

(2) Regulating traffic by means of police officers or official traffic-control devices;

(3) Regulating or prohibiting processions or assemblages on the highways;

(4) Designating particular highways or roadways for use by traffic moving in one direction as authorized in Code Section 40-6-47;

(5) Establishing speed limits for vehicles and micromobility devices in public parks, greenspaces and right of ways notwithstanding any provisions of law establishing a minimum speed limit for an area outside an urban or residential district or on shared use paths;

(6) Designating any highway as a through highway or designating any intersection or junction of roadway as a stop or yield intersection or junction;

(7) Requiring the registration and inspection of bicycles, including the requirement of a registration fee;

457 (8) Designating any highway intersection as a "yield right of way" intersection and
458 requiring vehicles facing a "yield right of way" sign to yield the right of way to other
459 vehicles;

460 (9) Regulating or prohibiting the turning of vehicles or specified types of vehicles;

461 (10) Altering or establishing speed limits as authorized by law;

462 (11) Designating no-passing zones as authorized in Code Section 40-6-46;

463 (12) Prohibiting or regulating the use of controlled-access roadways by any class of
464 vehicle or kind of traffic as authorized in Code Section 40-6-51;

465 (13) Prohibiting or regulating the use of heavily traveled streets by any class of
466 vehicle or kind of traffic found to be incompatible with the normal and safe
467 movement of traffic;

468 (14) Establishing minimum speed limits as authorized by law;

469 (15) Designating hazardous railroad grade crossings as authorized in Code
470 Section 40-6-141;

471 (16) Designating and regulating traffic on play streets;

472 (17) Regulating persons propelling push carts;

473 (18) Regulating persons upon skates, skateboards, ~~coasters~~, ~~sleds~~, electric scooters,
474 personal electric vehicles and other ~~toy vehicles~~ micromobility devices;

(18.1) Regulating the operation of electric personal assistive mobility devices,
provided that such regulations are no less restrictive than those imposed by Part 2A of
Article 13 of this chapter;

(18.2) Regulating the operation of personal transportation vehicles and pedal-assist
electric vehicles, provided that such regulations comply with Parts 3 and 6 of Article
13 of this chapter;

(18.3) Regulating the operation of other power driven mobility devices in use by
individuals with mobility disabilities on sidewalks, shared use paths and natural
surface trails;

(18.4) Regulating the operation of any vehicle or device on natural surface trails;

(19) Adopting and enforcing such temporary or experimental regulations as may be
necessary to cover emergencies or special conditions; or

(20) Adopting such other traffic regulations as are specifically authorized by this
chapter.”

SECTION 20.

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

RESOLUTION #110625-NA-1

RESOLUTION REQUESTING PASSAGE OF GEORGIA LOCAL ENABLING
LEGISLATION BY THE
MICROMOBILITY TRAFFIC SAFETY ACT

WHEREAS, Peachtree City has been a leader in Georgia in support of alternative mode transportation means, specifically requesting the Georgia Legislature to enact local authority in 1973 to permit and regulate the use of motorized carts over the public streets of a municipality; and,

WHEREAS, Peachtree City has been recognized as a Bicycle Friendly Community by the League of American Bicyclists since 2014; and has been nationally recognized for its alternative mode transportation use and shared use path network of over 105 miles and,

WHEREAS, Peachtree City acknowledges that businesses that sell and service micromobility devices, adaptive cycles, electric assisted bicycles, pedal-assist electric vehicles and personal electric vehicles require the passage of state traffic laws and local ordinances to effectively support continued resident and commercial safe operational use of said devices; and

WHEREAS, Peachtree City has identified gaps in Title 40 of the Official Code of Georgia, in respect to defining and providing traffic laws and required safety equipment for operation of all the available micromobility devices, adaptive cycles, pedal-assist electric vehicles and personal electric vehicles now being used by residents and businesses on local streets and shared use paths; and,

WHEREAS, Peachtree City has further identified the opportunity to include devices and vehicles operated by individuals with a mobility disability upon certain highways, shared use paths, natural surface trails, boardwalks and sidewalks under local jurisdiction not identified within Title 40 of the Official Code of Georgia; and,

WHEREAS, Peachtree City desires classification of those dirt bikes, electric motorcycles (e-Moto) and off-road vehicles that should not be permitted to operate unconstrained on local roads and shared use paths; and,

WHEREAS, Peachtree City requires local jurisdiction authority to establish the speed limit on shared use paths; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City as follows:

1. Approval. The City Council hereby requests Georgia Legislature representatives to sponsor the “Micromobility Traffic Safety Act” for passage in the 2026 session.

2. Effective Date: This Resolution shall become effective immediately upon its adoption.

This _____ day of November 2025

Kim Learnard, Mayor

Laura Johnson, Post 1

Suzanne Brown, Post 2

Clinton Holland, Mayor Pro Tem



***2026 Georgia Code
Proposed Update of Title 40:
Micromobility Traffic Safety Act***

Purpose – *Enabling Legislation*

Peachtree City is trying to get the Georgia legislature to update O.C.G.A. Title 40

The Title 40 law is related to traffic laws

The update of Title 40 will **allow local authorities to plan for and regulate operation of micromobility devices and other electric powered devices and vehicles**

This will include vehicles operated by those individuals with a mobility disability upon certain highways, shared use paths, natural surface trails, boardwalks and sidewalks under **their jurisdiction of speed limits on streets and shared use paths**

MODERNIZE THE GEORGIA CODE

Purpose – To Have Enabling Legislation for Municipalities

1. It will provide for definitions of vehicles
2. It will provide required safety equipment
3. It will provide for operation upon shared use paths, paved shoulders and signaling at intersections
4. It will to provide for determining of speed limits on streets and shared use paths
5. It will provide for related matters; to repeal conflicting laws; and for other purposes.

MODERNIZE THE GEORGIA CODE

§§ 40-6-363 — 40-6-369.1. Personal Transportation Vehicle Transportation Plans

Revises local Personal Transportation Vehicle (PTV) Plans for streets and PTV lanes, to now include consideration of shared use paths, boardwalks, and natural surface trails in the same plan, and add consideration for all alternative mode network means of travel:

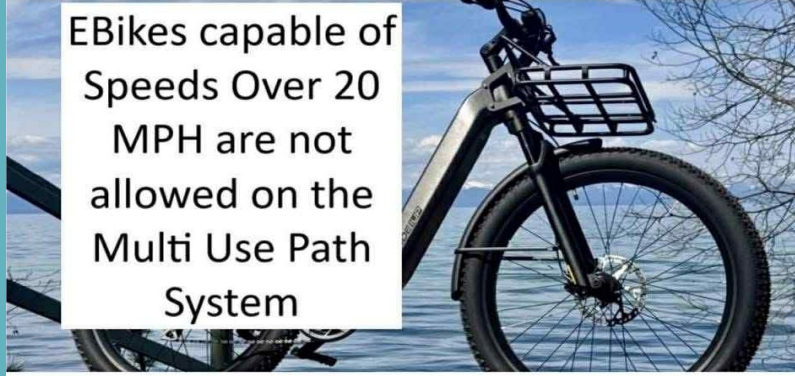
- Personal Transportation Vehicles (PTV) – aka “motorized carts”
- Pedestrians
- Micromobility Devices
 - Adaptive Cycles
 - Bicycles
 - Electric assisted bicycles
 - Personal electric vehicles (PEV)
 - Pedal-assist electric vehicles (PA-EV)
 - Other vehicles (OPDMD)

Law Enforcement Challenges with Georgia Code Gaps

 **Peachtree City Police Department**
Jun 10 · 🌐

EBikes, Golf Carts, and Electric Play Vehicles capable of speeds over 20 mph are not allowed on the Multi-Use Path System

EBikes capable of Speeds Over 20 MPH are not allowed on the Multi Use Path System



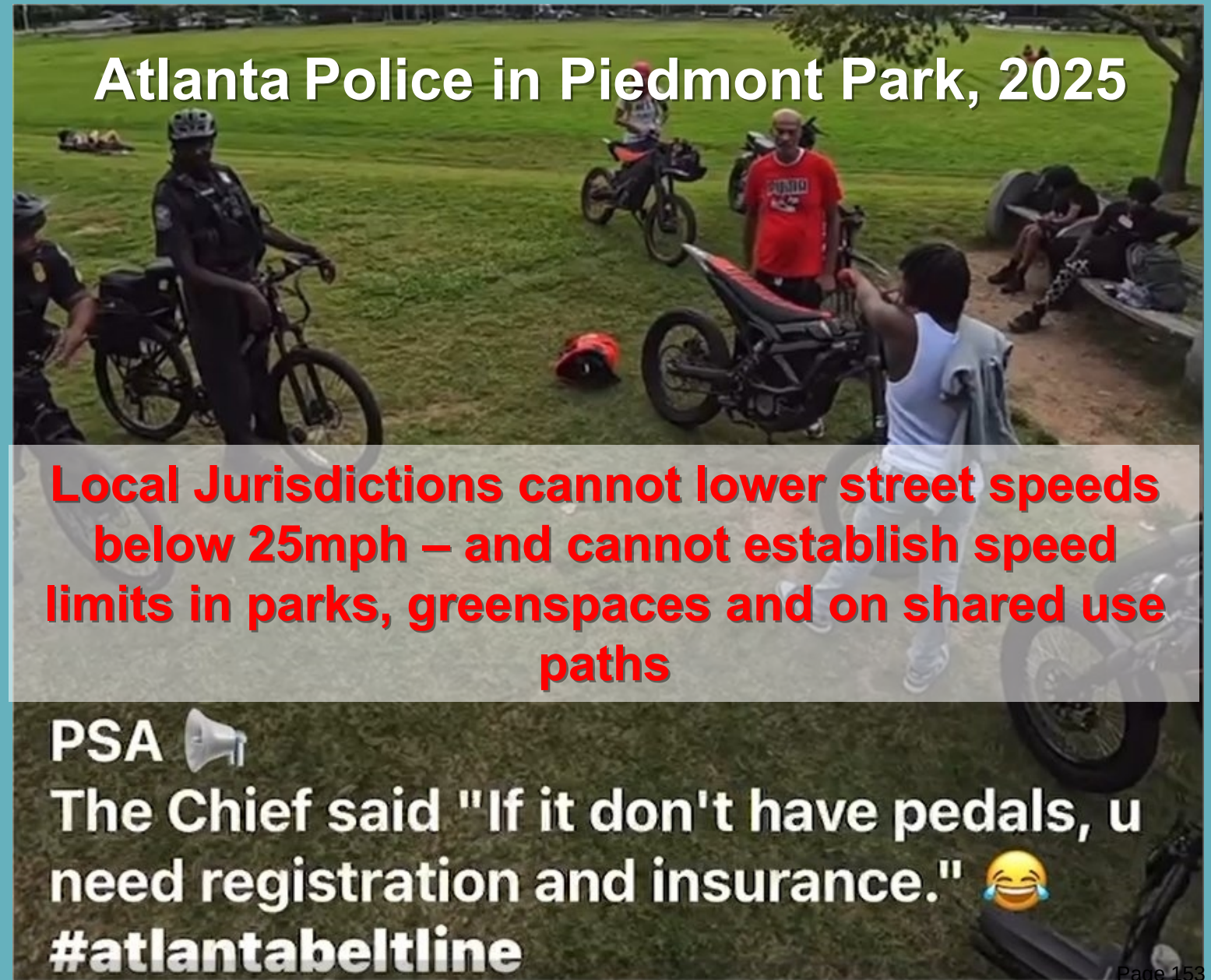
Tuttio Soleil01 Electric Mini Bike For K & Adults - UL Certification
48V 2000W | 1008Wh Lithium Cell | 37Mph
\$1,399.99 - \$2,944.98 ★★★★★ 319 r

Not an EBike
Not allowed on the Multi Use paths due to speed

👍 Like 💬 Comment ➦ Share

👍😂 246 47 shares

Atlanta Police in Piedmont Park, 2025



Local Jurisdictions cannot lower street speeds below 25mph – and cannot establish speed limits in parks, greenspaces and on shared use paths

PSA 📢
The Chief said "If it don't have pedals, u need registration and insurance." 😂
#atlantabeltline

Discover E-Bikes

The best ebike/dirt ebike, adaptable to all scenarios.

← Online Advertisement



PUBLIC SAFETY RISKS



HappyRun 6500W Electric Dirt Bike G300 Pro
2025 New

★★★★★ 95 reviews

- 6500W
- Max. Load 350 lbs
- Up to 70 Miles
- UP To 50 MPH



HappyRun G100 Pro 6000W Electric Bike
Dual Battery

★★★★★ 37 reviews

- 6000W
- Hydraulic Brakes
- Up to 78 Miles
- Up to 50MPH



Happyrun Tank G60 Pro 2000W Moped Style
Offroad Electric Bike Fat Tire

★★★★★ 26 reviews

- 2000W
- Hydraulic Brakes
- Up to 80 Miles
- Up to 36MPH

Electric Dirt Bike

E-Moto

Electric Moped

Georgia Code* Definition Gaps, Updates & Uses

NOT DEFINED

Adaptive cycle
Dirt-bike
Electric scooter
e-Moto [electric motorcycle]
Go-cart
Off-road vehicle
Other power-driven
mobility device (OPDMD)
Pedal-assisted electric vehicle (PA-EV)
Personal electric vehicle (PEV)
Skates
Skateboard
Wheelchair

INFRASTRUCTURE DEFINITIONS

Boardwalk

Natural surface trail

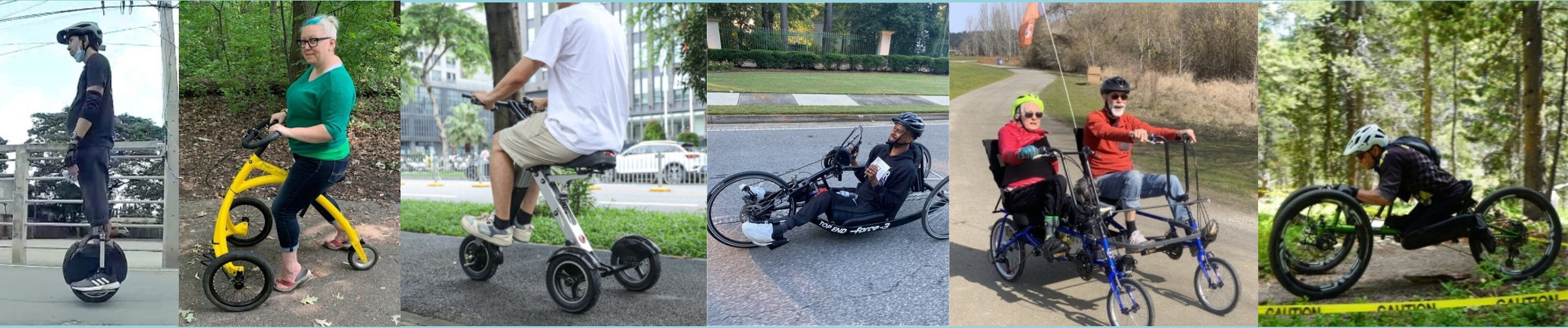
Shared-Use Path

Sidewalk

Micromobility - small, light-weight devices that typically carry a single rider and are either human-powered, electric-powered or a mix of both.

***GA Code § 40-1-1 descriptions**

ADA Considerations - Adaptive Cycles & OPDMD



Every human-powered or motorized device not defined a bicycle per U.S. Consumer Product Safety Commission safety standard 16 CFR part 1512, *Requirements for Bicycles*

Other Power-Driven Mobility Devices (OPDMD) are any battery, fuel, or engine-powered devices used for **locomotion by individuals with mobility disabilities**, including golf carts, EPAMDs, or any mobility device designed to operate in areas without defined pedestrian routes.

U.S. Access Board

Personal Electric Vehicles (PEV)



Hoverboard



Onewheel



Scooter



Unicycle

Operating today without any required Georgia Code traffic rules including safety equipment

Pedal-Assist Electric Vehicles (PA-EV)



Amazon just ordered thousands for local package delivery

Emerging vehicles purposely designed to operate on low-speed streets, 4ft wide bicycle lanes and shared use path networks

Georgia Code Update Crosswalk

- Adaptive cycle
- Electric scooter
- Personal electric vehicle (PEV)

Assign vehicles and devices to existing traffic safety laws & safety standards

- Pedal-assisted electric vehicle (PA-EV)

§§ 40-6-290- 40-6-229. Bicycles and Play Vehicles

Adaptive cycle, electric assisted bicycle, electric scooter or personal electric vehicle required to follow the established bicycle laws, to include where to operate, stopping, signaling at turns, and wearing of safety equipment and lights.

§ 40-6-298. Rules and regulations

The Board of Public Safety authorized to promulgate rules and regulations for additional safety equipment or standards.

§§ §§ 40-6-330 — 40-6-331 Personal Transportation Vehicles (PTV)

Local jurisdiction authority to regulate for specific streets or shared use path use, and local registration.

Micromobility Speed Management

§ 40-6-181 Maximum limits

Enables local jurisdictions to establish a speed limit of 20 miles per hour on any shared-use path unless otherwise designated by sign

§ 40-6-181 Alteration of speed limits by local authorities

Enables local jurisdictions to decrease the limit within an urban or residential district, but not to less than 15 miles per hour (currently 25mph)

Enables local jurisdictions to decrease the limit on a shared use path, but not less than 15 miles per hour

§ 40-6-371 Powers of local authorities

Enables local jurisdictions to establish speed limits for vehicles and micromobility devices in public parks, greenspaces, and right of ways



Implementing Safe Streets and Roads for All (SS4A)

Micromobility Traffic Safety Education Opportunities

- Georgia Governor's Office of Highway Safety – new Program Area(s)
 - Micromobility Safety
 - Commercial Delivery (PA-EV)
- Operator safety training materials
- **Vehicle driver training** education & materials
- **Georgia Safe Routes to School** student safety program
- **Local Police professional training**
- Commercial point-of-sales outreach
- Vulnerable Roadway User safety initiatives
- Georgia Electronic Accident Reporting System (GEARS) data



Modernize driver and operator safety training

OK, Why Did I show this Presentation Today?

In order to allow Peachtree City to control, set, and enforce the following:

- The types of devices and vehicles allowed on our path system.
- The control and enforcement of the speeds on the path system.
- To require those specific devices and vehicles that exceed the speed limit to secure a registration from the county and remain on the city streets.

Time is of the essence on the above items as the state legislative docket of new items will start after Thanksgiving.

They law cannot be updated without the changes to Title 40 by the Georgia State Legislature, so the Peachtree City Council should pass the resolution on today's agenda to support these changes.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council
VIA: Justin Strickland, City Manager
FROM: Justin Strickland, City Manager 11/19/2025
DATE: November 20, 2025
SUBJECT: 11-25-07 American Legion Facility Use Agreement

Recommendation:

Approve the new lease agreement with the American Legion as presented.

Discussion:

City Council has given direction to staff to create a new agreement with AMERICAN LEGION LYLE BREWSTER POST 50, INC. to eliminate lease and utility payments for the basement area of the Fred Box Office currently utilized by the Legion. In order to preclude any other non-profits from potentially receiving free leases or rentals, the City is referencing O.C.G.A. § 38-1-2, which states that, "Subject to the direction of the public officer or authority in charge of a building, office, or meeting hall, political subdivisions of this state are authorized to furnish free of charge a building, office, and meeting hall for the exclusive use of the several nationally recognized veterans' organizations and their auxiliaries. The several nationally recognized veterans' organizations may have access at all times to such building, office, or meeting hall. Political subdivisions also have the right to furnish heat, light, utilities, furniture, and janitorial service at no cost to the veterans' organizations and their auxiliaries."

Budget Impact:

Loss of \$4,800 rental revenue.

Attachments:

1. American Legion Post 50 Lease (2025)

Counterpart No. of two original executed
Counterparts.

STATE OF GEORGIA
COUNTY OF FAYETTE

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into this _____ day of _____, 2021, by and between The CITY OF PEACHTREE CITY, GEORGIA, a Georgia Municipal Corporation, whose address is 151 Willowbend Road, Peachtree City, Georgia 30269, Party of the first part, (hereinafter referred to a "Lessor"), and AMERICAN LEGION LYLE BREWSTER POST NO. 50, INC., a Georgia Non-Profit Corporation, party of the second part, hereinafter called Lessee:

WITNESSETH:

ARTICLE I PREMISES RENTED AND USE OF PREMISES

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee those certain Premises situated in Fayette County, Georgia, and more particularly described as follows, *to wit*:

Basement level of the building located at 201 McIntosh Trail, Peachtree City, Georgia 30269, consisting of 1510 square feet basement level space together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times (and hereinafter referred to as "Premises"). The Lessee does hereby this day lease, rent and take from the Lessor, upon the terms and conditions herein stated, for the use of meeting functions and facilities, those certain Premises, more fully described above, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

ARTICLE II TERM

This Agreement shall be for a term of one (1) year commencing on the 1st day of December, 2025 (hereinafter "Commencement Date"), and ending at 11:59 o'clock P.M. on the 31st day of December, 2026, unless terminated earlier as hereinafter provided (hereinafter "Term"); provided, however, that this Agreement shall automatically renew for four (4) additional terms of one (1) year each, beginning on January 1 and ending on December 31 of each succeeding year, unless either party provides written notice to the other party of its intention to not renew this Agreement, which notice must be received not less than sixty (60) days prior to the

expiration of the then-current term.

ARTICLE III FIXED RENTAL

Pursuant to O.C.G.A. § 38-1-2, the Lessor will charge no rent or utility costs to Lessee.

ARTICLE IV MAINTENANCE AND REPAIR

Except for routine maintenance chores such as weekly cleaning (once per week) changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

ARTICLE V STIPULATIONS

The said stipulations, provisions, covenants, agreements, terms and conditions attached thereto and marked Exhibit "A", are hereby incorporated herein and made a part of Article V of this Agreement by reference. In addition, any special stipulations attached to this Agreement as Exhibit "B" are likewise incorporated herein and made a part of this Article VI of this Agreement by reference. In the event of conflict, the special stipulations in Exhibit "B" shall take precedence over any conflicting terms in this Agreement or in Exhibit "A".

ARTICLE VI GEORGIA LAW

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

(Signatures on Next Page)

IN WITNESS WHEREOF, Lessor and Lessee, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

CITY OF PEACHTREE CITY,
GEORGIA
(SEAL)

Signed As to Lessor, in the

By: _____

In the presence of:

Unofficial Witness

Kim Learnard, Mayor

Attest: _____
Yasmin Julio, City Clerk

Notary Public

AMERICAN LEGION LYLE
BREWSTER POST 50, INC.
(SEAL)

Signed As to Lessor, in the

By: _____

In the presence of:

Unofficial Witness

CEO

Attest: _____
Secretary

Notary Public

EXHIBIT "A"

Stipulations, Provisions, Covenants, Agreements, Terms and Conditions of Agreement

Purpose of Paragraph Identification References

The brief, captioned, paragraph-identifications references, which appear in the left hand margin of this Exhibit "A", are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

a. The word "Lessor" as used in this Agreement shall be construed to mean Landlords in all cases where there is more than one Lessor, and the necessary grammatical changes required to make the provision hereof apply either to male or female, corporations, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.

b. The word "Premises" as used in this Agreement shall include not only the particularly above-described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.

Any and all references to the "Term" of the Agreement contained within this Agreement shall include not only the original term but also any renewal or extension of the original term,

Time of Essence

Time is of the essence in this Agreement.

Service of Notice

All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be sent by facsimile transmission to the facsimile number indicated below (with an immediate telephone call to the number indicated below to confirm delivery), mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL), or personally delivered to the applicable party at the addresses indicated below:

If to City of Peachtree City:

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

If to American Legion AUX Unit 50, Inc.:

Notice as to each party, at such other address or facsimile number as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Paragraph. All such notices, requests, demands and other communication shall be deemed given upon the earlier to occur of (a) the third day following deposit thereof in the United States registered or certified mail return receipt requested; or (b) receipt by the party to whom such notice is directed. Originals of any facsimile transmitted notices should be immediately transmitted by personal delivery or by commercial delivery, but failure to do so will not invalidate the notice given.

Covenants of Title and Quiet Enjoyment

Lessor covenants that it is seized of the said Premises in fee simple absolute. Lessee, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever. If for any reason whatever, Lessee is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Lessor or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Lessee by giving the Lessor notice thereof. If the Lessor's title shall come into dispute or litigation, the Lessee may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

Notice of Appointment of Agent

Lessee shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Lessee by the a party authorized to make an appointment of such agent.

Change in Ownership of Premises

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. Further, no change or division in ownership shall be binding on the Lessee for any purpose until the Lessee shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

Binding Effect On Heirs, Assigns, Etc.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises aforesaid during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

Lessor's Failure to Deliver Premises at Commencement of Term

Should the Lessor, for any reason whatever, be unable to deliver possession of the Premises to the Lessee on the Commencement Date, there shall be a total abatement of rent during the period between the Commencement Date and the date upon which the Lessor delivers possession of the Premises to the Lessee.

Destruction of or Damage to Premises

In the event the said Premises, either prior to the Commencement Date of this Agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Lessee, there shall be a total abatement of rent during the period of time the premises are unfit for occupancy. Shall the Premises, either prior to the Commencement Date of this Agreement or during the term thereof; be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Lessee, then the Lessor agrees that the Premises, at the Lessor's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be a fair abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Lessee in Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Lessor. In connection with the foregoing, it is agreed by the parties hereto that the Lessee and Lessor shall have a third party to decide, after making a reasonable assessment of damages, who shall make the decision as to whether or not the Premises are fit or unfit for occupancy by the

Lessee.

Use of Premises and Lessee's Insurance Requirements; indemnification

- a. Lessee shall use Premises for any purpose within the powers of Lessee for its meetings and administrative functions for which the Premises are hereby rented; and no use shall be made of Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Lessor and obtaining appropriate insurance endorsements, including the payment of the increase in premium for such endorsements. The Lessee shall not sell, or permit to be kept for use in or about Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.
- b. Lessee shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Lessee will provide third party liability coverage arising from the acts of its officers, members, and employees through in the amount of \$1,000,000 per person.
- c. To the fullest extent permitted by law, Lessee shall indemnify Lessor for any and all claims which arise from Lessee's use of the Premises, including, but not limited to, claims for personal injury, death, disease, property damage.
- d. Lessee shall not use in any manner the fireplace located within the Premises.

Cancellation of Agreement by Lessor

Shall the Lessee at any time be in default in the payment of rent, after five (5) days written notice from Lessor, or in the performance of any of the other stipulations, covenants, terms, conditions, agreements, or provisions of this Agreement, and fail to remedy such default within twenty (20) days after receipt of notice from the Lessor; Lessor may pursue all remedies available to Lessor at law or in equity, including dispossessory proceedings in a court of competent jurisdiction, but not including any right of Lessor or any representative of Lessor to enter and repossess the Premises.

Holding Over

Any holding over, or continued use and/or occupancy by the Lessee, of the Agreement Premises after the expiration of this Agreement shall operate and be construed as a tenancy at will at the rate set out above and under the same terms and conditions in force on the Expiration Date.

Condemnation

In the event, during the term of this Agreement, the whole or a substantial part of the Premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Lessee for the purpose hereinabove referred to shall be prohibited; the Lessee shall have the right to immediately terminate this Agreement upon notice to the Lessor and the rent shall be paid only to the time when the Lessee surrenders possession of the Premises. When only a portion of the Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Lessee shall remain in the Premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus acquired to the total square feet originally contained in the Premises. The Lessor agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Lessor shall in no way prejudice or interfere with any claim which the Lessee may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of the Lessee in the Premises.

Repairs by Lessor

During the term of this Agreement, and subject to the provisions of Article V of this Agreement, Lessee, shall, at its sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing Premises together with any improvements or additions the Lessor might install in or place upon the Premises in the course of the term of this Agreement. In the event that Lessee desires to construct or erect any additions and/or improvements to or on the Premises, Lessor shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. Prior approval by the Lessor is required.

Notice to Lessor of Damage or Defects

Lessee shall give to Lessor prompt written notice of any defects in the Premises and, subject to the provisions of Article V of this Agreement, such defects shall be remedied with due diligence by the Lessor at its own expense.

Inspection and Repairs, Alterations or Additions, Janitorial Services, Rubbish Removal

Lessee shall permit Lessor, his agents or employees, to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises.

Lessor shall furnish a janitorial service (1) for general cleaning of the Premises each week. This

will include cleaning of floors and restrooms. Lessee shall keep the other areas, both inside and outside of the Premises clean, at its own expense, and shall see that all garbage, trash, and all other refuse is placed in the trash receptacles.

Termites, Rodents, and Pests

Lessor shall, subject to the provisions of Article V of this Agreement, at its own expense, keep the Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the term of this Agreement.

Taxes and Assessments

This section is not applicable.

Removal of Improvements, Erections and Additions by Lessee

With the express written consent of the Lessor first having been had and obtained the Lessee may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of the Lessee's business. All improvements, erections and additions installed in or placed upon the Premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Lessee, and may be removed by the Lessee, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If the Lessee removes any or all of the improvements, erections and additions it has installed in or placed upon the Premises, the Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Removal of Fixtures by Lessee

At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Lessee shall have the right and privilege to remove all easily removable fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises. The Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Waiver of Rights

The waiver by Lessor, or by Lessee, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, terms, covenant, agreement or condition herein contained.

Entry for Carding, Etc.

In the event the Lessee does not exercise the renewal or extension option provided above, then it is agreed that the Lessor may, within thirty (30) days next preceding the expiration of the term of this Agreement, card Premises advertising the Premises "For Sale" or "For Rent". Lessor may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

Abandonment of Premises

During the term of this Agreement Lessee agrees not to abandon or vacate the Premises without cause.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed any waste upon the Premises, or any nuisance.

Assignment and Subletting

Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Lessor first having been obtained, which consent shall not unreasonably be withheld. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, on twenty (20) days notice to Lessee, terminate this Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Lessor, which consent shall not unreasonably be withheld.

Effect on Assignment and Subletting when Lessee Surrenders Premises

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing sublets or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such sublets or subtenancies.

Surrender of Premises

Lessee shall at the termination of this Agreement surrender up said Premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Lessor excepted.

Invalidity of Provision or Portion of Provision

Shall any provision or portion of such provision of said Agreement be held invalid the remainder of this said Agreement or the remainder of such provision shall not be affected thereby.

Compliance with Laws, Ordinances and Regulations

(a) Lessor shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper certificate of occupancy.

(b) Notwithstanding any provisions of this Agreement to the contrary, Lessor is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the American with Disabilities Act of 1990, 42 USC §12101 et seq. (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the premises after the Commencement Date of this Agreement due to an election by Lessee to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Lessee), Lessor shall be solely responsible for all costs and expenses associated with ADA compliance. Lessor shall not charge Lessee for, or seek reimbursement from Lessee for, any expenditures, capital or otherwise, associated with conforming the premises or common areas to the requirements of the ADA and the Regulations.

(c) Lessor and Lessee hereby certify that the provisions of law contained in Title 45 Chapter 10 of the Official Code of Georgia which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or state agencies have not and will not be violated in any respect by this Agreement.

Subordination

This Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises (and all rights and obligations contained therein); *provided*, however that as to all such liens and encumbrances and any future liens and encumbrances, as a condition precedent to any such subordination, the holder of the lien or encumbrance agrees, so long as the Lessee is not in default under this Agreement, to the continuing possession of the Premises by Lessee under the same financial provisions and substantive terms and conditions set forth in this Agreement.

Entire Agreement; Mold

This Agreement, including the attached Exhibits "A", "B", and "C", embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the Parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent

alteration, amendment, change or addition to the is Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

Lessee acknowledges that it is necessary for the Lessee to provide appropriate climate control, keep the property clean, and take other measures to retard and prevent mold and mildew from accumulating in the premises. Lessee agrees to clean and dust on a regular basis to remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee agrees not to block or cover heating, ventilation, or air conditioning ducts on the premises. Lessee also agrees to immediately report to the Lessor's office: 1) any evidence of a water leak or excessive moisture on the property as well as in any storage room or common area. 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area. 3) Any failure or malfunction of the heating, ventilation or air conditioning system in the premises and 4) Any inoperable windows and doors. Lessee further agrees that Lessee shall be responsible for damage to the premises and Lessee's property as well as injury to Lessee and occupants resulting from Lessee's failure to comply with the terms of this paragraph.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM:

Angela Egan, Purchasing Manager	11/12/2025
Harold Layton	11/13/2025
Dustin Farron, Assistant Financial & Administrative Services Director	11/14/2025
Kelly Bush, Financial & Administrative Services Director	11/14/2025
Chris Hobby, Assistant City Manager	11/14/2025
Justin Strickland, City Manager	11/14/2025

DATE: November 20, 2025

SUBJECT: 11-25-08 FY26 Budget Amendment- Sprung Structure for Kedron Aquatic Center

Recommendation:

Consider approval of a budget amendment and approval of design costs for a permanent Sprung Structure for the Kedron Aquatic Center

Discussion:

Staff was instructed by Council to evaluate the Kedron Aquatic Center pool area for the installation of a permanent structure over the pools. Staff reached out to Sprung Structures, a manufacturer of advanced tensioned fabric structures, to conduct a preliminary evaluation of our site for applicability. Sprung indicated that it would be feasible to build their fabric structure in this scenario faster and more economical than a conventional structure.

However, there are complex site issues that create some challenges to our particular scenario. For example:

- Non-rectangular layout of pools
- Proximity of existing buildings/modified Sprung design
- Unknown location of all water circulation lines
- Unknown location of electrical lines
- Unknown loads on the existing foundation of the current seasonal inflated structure

Due to the very complex nature of this type of installation, staff reached out to WM2A Architects to help develop a scope of work for the design of this project (Scope and Fee attached). WM2A comes highly recommended from previous work engaging with Carter and Sloope Consulting Engineers. WM2A met with staff on-site to inspect the entire area and go over all the needed disciplines to be included in the design and construction. With all the aspects of a new building to be considered, the design involves everything from architectural services, to mechanical, electrical, plumbing, fire protection, geotechnical, civil and structural.

The design fee and scope of work are attached. The final cost of the project is estimated to be approximately \$4.5 million with a recommended budget of \$5 million. Staff will be available to answer any questions.

Budget Impact:

Cost of Design is \$247,500.

Attachments:

1. FY2026 Budget Amendments 26-07 Kedron Sprung
2. 2025-074 - WM2A Fee Proposal with SOW_10.13.25
3. Kedron Pool Survey map

[illegible]



Trey Wood, AIA
Bill McLees, AIA
Yancey Powers, AIA
Brandon Fairbanks, AIA

24 September 2025

Attn: Mr. Chris Hobby

Re: **Kedron Aquatics Pool Enclosure and Renovation**, Peachtree Cit, GA
WM2A Job No. 2025-074

Dear Chris,

WM2A Architects is pleased to offer the following proposal for architectural and engineering services for the design and construction of new pool enclosures and pool deck as described in the previously provided scope of work document. Effective January 1st 2026, Georgia will be adopting updated building codes, so this project will be designed to those requirements from the start.

Services provided will include:

- **Architectural,**
- **Civil engineering**
- **Structural engineering**
- **Mechanical engineering**
- **Electrical engineering**
- **Plumbing engineering**
- **Fire Protection engineering**
- **Engineering for the Sprung structure**
- **Geotechnical Engineering**
- **Site Survey with utility locate and GPR**
- **Bid opening assistance (if desired)**
- **Construction administration**

Services will be provided for a lump sum fee of \$247,500.00

Macon Office
348 Cotton Avenue
Suite 500
Macon, GA 31201
478.745.4945

Virginia Office
408B North Main Street
Hillsville, VA 24343
276.266.3356



Trey Wood, AIA
Bill McLees, AIA
Yancey Powers, AIA
Brandon Fairbanks, AIA

If the above proposal is acceptable, we will begin to draft a standard AIA contract document (series number TBD) for your review and approval. It will outline deliverable milestones as well as timeline and fee structure. If Peachtree City has a standard contract that they prefer to use, please send over a copy to be reviewed.

Throughout the process, digital drawings and specifications will be available via Share Point for all to view. Hard copy drawings will be available upon request

Sincerely yours,

WM2A ARCHITECTS

A handwritten signature in blue ink, appearing to read 'B. Fairbanks', with a long horizontal stroke extending to the right.

Brandon Fairbanks, AIA,

Macon Office
348 Cotton Avenue
Suite 500
Macon, GA 31201
478.745.4945

Virginia Office
408B North Main Street
Hillsville, VA 24343
276.266.3356



Trey Wood, AIA
Bill McLees, AIA
Yancey Powers, AIA
Brandon Fairbanks, AIA

23 September 2025

Attn: Mr. Chris Hobby

Re: **Kedron Aquatics Pool Enclosure and Renovation**, Peachtree Cit, GA
WM2A Job No. 2025-074

Dear Chris,

Per our discussion during our site visit on August 15th 2025, WM2A is pleased to provide scope of services below for the renovation at the Kedron Aquatics Center. Please review this document and let us know if you have any questions, comments or adjustments to the scope. Following approval of this scope of work a fee proposal will be provided for full A/E services and construction administration. If you have a preference regarding fee structure for design service, please let us know and we can accommodate.

Base Bid:

The base bid for this project is to include all signed and sealed architectural and engineering contract documents necessary to capture the following:

- The removal of the existing pool deck, grade beam, and built-up tile and plaster layers in each of the (2) existing pools.
- Removal of all existing, abandoned utilities below the pool deck
- Design of structural design for the foundation of a new pre-engineered structure.
- Design of a new pool deck to tie into existing pools.
- Provide new pool plaster and/or tiling and line painting.
- Preparation of a Statement and Schedule of Special Inspections per IBC requirements.
- Architectural and engineering coordination with pre engineered manufacture to ensure compliance with all adopted state and local codes including but not limited to life safety analysis, Comcheck report and providing power to pre engineered lighting package.
- Stormwater design for existing downspouts at the pool deck and new runoff created by the pre-engineered structure.

Macon Office
348 Cotton Avenue
Suite 500
Macon, GA 31201
478.745.4945

Virginia Office
408B North Main Street
Hillsville, VA 24343
276.266.3356



Trey Wood, AIA
Bill McLees, AIA
Yancey Powers, AIA
Brandon Fairbanks, AIA

- Provide a new pool conditioning unit to cool and heat the new pool enclosure interior. This new unit will connect to the integral pool building ductwork for distribution inside the structure.
- Provide power to a new integral building distribution panel. It is anticipated that the building is pre wired with convenience receptacles and lighting.
- Provide a new grounding system for the new metal building, ensuring it is continuous and on the same grounding plane as the existing pool structure.
- Where the existing pool deck is removed to support the new building, extend the grounding system to keep it continuous
- Where the existing in pool lighting is removed, provide new LED pool lighting designed for the application
- Provide conduit pathways from the new building into the existing to support Owner provided cameras and wireless access points
- Extend the existing fire alarm system to cover new signal and notification devices inside the new building
- Provide hose bibbs around the perimeter of the new pool building enclosure as required
- Review and addressing of all plan review comments.
- Provide geotechnical engineering and utility locate to coordination with structural engineering for foundation design. Scope boundary attached.
- Provide as-built survey and additional utility locate via ground penetrating radar (GPR). Scope boundary attached
- Coordination by the Architect between all disciplines necessary to provide all aforementioned deliverables.

Bidding/ Procurement:

- Provide assistance as requested with bid opening or tabulation.

Construction Administration:

Construction Administration services for this project will include

- Review of all shop drawings and submittals
- Participation in contractor led OAC meetings
- Site walkthroughs by Architect of record (Frequency TBD) including generation of field reports and pay application review.
- Punch inspection and final inspections from each discipline.

Macon Office
348 Cotton Avenue
Suite 500
Macon, GA 31201
478.745.4945

Virginia Office
408B North Main Street
Hillsville, VA 24343
276.266.3356



Trey Wood, AIA
Bill McLees, AIA
Yancey Powers, AIA
Brandon Fairbanks, AIA

Delete Alternates:

- Reuse of the existing foundation - Analysis of the existing foundation details will be conducted and to the extent possible, the existing foundation will be reused with modifications.
- The existing pool deck will remain. Disturbance will be limited to areas where new or supplemented foundations are necessary.
- The existing pools will be existing-to-remain. No removal of existing materials or providing new plaster/tiling.

Sincerely yours,

WM2A ARCHITECTS

A handwritten signature in blue ink, appearing to read 'B. Fairbanks', is written over a light blue horizontal line.

Brandon Fairbanks, AIA,

Macon Office
348 Cotton Avenue
Suite 500
Macon, GA 31201
478.745.4945

Virginia Office
408B North Main Street
Hillsville, VA 24343
276.266.3356



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Shayla Reed, Planning Director 11/13/2025
Yasmin Julio, City Clerk/ Director of Executive Services 11/13/2025
Justin Strickland, City Manager 11/14/2025

DATE: November 20, 2025

SUBJECT: 11-25-08 Administrative Variance Appeal for 104 Lanyard Bend

Recommendation:

Should the City Council decide to approve the appeal to the Administrative Variance request, staff has no recommended conditions.

Discussion:

At its October 13, 2025 meeting, the Administrative Variance Committee— comprised of Council Member Clinton Holland, City Manager Justin Strickland, and Planning and Development Director Shayla Reed—reviewed an administrative variance request for the property located at 104 Lanyard Bend.

The applicant sought relief from the rear setback requirement of Section 1001.4 of the R-10 (One-Family Residential) zoning district, which mandates a minimum 30-foot rear setback. The request was submitted to allow completion of a deck renovation originally constructed by a previous owner that did not comply with the required setback.

During the review, the Committee discussed the principal structure and its five (5) feet encroachment into the required rear setback. The Committee voted to approve an Administrative Variance to allow the 5-foot encroachment for the principal structure. However, the Committee denied the applicant's request for an additional 7.5-foot encroachment for the non-compliant deck, with a vote of 3-0.

The applicant is appealing the denial.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. 104 Lanyard loop_Redacted
2. 10-13-25 Admin Variance Agenda Packet (1)_Redacted

3. 10132025 Meeting Minutes - a

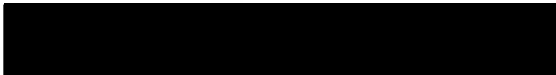
10/20/25

RE: 104 LANYARD BEND
PEACHTREE CITY, GA 30269

TO WHOM IT MAY CONCERN:

I want to appeal the admissible variance decision because I bought the house with a
"grandfathered in" ~~back porch and sunroom~~ ^{rear deck} that was built on the existing setback of the back
property line on a tiny lot. The structure is in good condition and at least 10 years old. The flat
roof does sag a bit which led to water rot on the roof. My plan is to make the roof a pitched roof
to correct the issue and bring the house up to code and modernize it.

SINCERELY,

GLENN THOMPSON




Office of the City Clerk

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
PeachtreeCityGA.gov

October 13, 2025

Glenn Thompson
102 Timber Ridge
Peachtree City, GA 30269

RE: Administrative Variance Request, 104 Lanyard Bend

Dear Mr. Thompson:

As you are aware, on October 13, 2025, the Administrative Variance Committee, consisting of Council Member Clinton Holland, City Manager Justin Strickland, and Planning and Development Director Shayla Reed, met to discuss your application for relief from the rear setback requirement [Section 1001] of the R-10 (One-Family Residential) residential zoning district which requires a minimum rear setback depth of 30 feet. This variance is needed to complete the renovation of a deck that was built by a previous owner and is not in compliance with the setback requirements.

During the meeting, the committee discovered that not only is the deck not in compliance, but also, a portion of the home sits five feet into the setback. Although not originally requested, the committee voted to approve a variance to allow for the five-foot encroachment on the rear setback.

The committee did vote to deny the request for the additional 7.5 feet of encroachment into the rear setback to rebuild the deck. You do have the right to appeal the committee's decision while noting the following:

- If a request for an Administrative Variance is denied by the Administrative Variance Committee, the property owner may appeal this decision to the City Council in accordance with the procedures identified in Article XII of the Zoning Ordinance.
- The letter of appeal shall state in detail the proposed project, the variance request, and a hardship statement stating that the granting of a variance will alleviate some demonstrated and unusual hardship for which a variance is warranted. The letter shall be submitted to the Planning and Development Division following the Administrative Variance Committee's decision.

Once the letter is received, it will be reviewed by the Director of Planning and Development and placed onto a City Council meeting agenda at the earliest possible date.

Please retain this letter for your records. **You must record this document as a permanent record with the Fayette County Courthouse. Enclosed is a sample affidavit that can be used to facilitate this process. Please note that the affidavit must be notarized.**

If you have any questions, you may contact Planning & Development Director Shayla Reed at 770-487-5731.



Office of the City Clerk

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
PeachtreeCityGA.gov

Sincerely,

Stacey Collins
Deputy City Clerk

CC: Planning and Zoning
Code Enforcement

STATE OF GEORGIA
COUNTY OF FAYETTE

AFFIDAVIT

The property owner indicated below appeared before me, the undersigned officer, and stated the following:

1. I am over 18 years of age, am suffering from no legal disability, and have personal knowledge of the matters stated in this Affidavit.
2. I am the owner of certain real property (and the improvements located thereon), more particularly described as follows:

see attached

Provide legal description of property.

hereinafter referred to as the "Property."

3. On the 13 day of oct, 2025, I filed a Variance Application with the Planning and Zoning Administrator in and for the City of Peachtree City.
4. Attached hereto as Exhibit "A" is evidence of the approval of my Variance Application.
5. This Affidavit is made for the purpose of placing such approval on the deed records in and for the County of Fayette, State of Georgia.

Glenn Thompson
Property Owner (printed)

Property Owner (signature)

Witness

Notary Public

Date

2

After Recording Return to: *SW&W PACIFIC*
Pacific Law Group
625 Molly Lane, Ste 130
Woodstock, GA 30189
File No. 24-10065-JT
Parcel ID: 071716072


Doc ID: 011953760002 Type: TRSD
Recorded: 02/19/2024 at 02:00:00 PM
Fee Amt: \$350.00 Page 1 of 2
Transfer Tax: \$325.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK **5696** PG **221-222**

TRUSTEE'S DEED

**STATE OF GEORGIA
COUNTY OF FAYETTE**

THIS INDENTURE, made this 14th day of February 2024, between

**James Edward Hardy, Trustee of The Richard and Edna Heser Irrevocable
Trust I, dated October 25, 2023,**

as party or parties of the First Part (hereinafter called "Grantor") and

Glenn Lee Thompson,

as party or parties of the Second Part, (hereinafter called "Grantee"); the words "Grantor" and
"Grantee" to include their respective heirs, successors and assigns where the context requires or
permits:

WITNESSETH: That said Grantor for and in consideration of the sum of TEN AND 00/100—(\$10.00)
DOLLARS in hand paid, at and before the sealing and delivery of these presents (the receipt of which
is hereby acknowledged), Grantor (acting under and by virtue of the power and authority granted under
Article Five, Section 13, titled Real Estate Powers, has granted, bargained, sold, and conveyed, and
by these presents does grant, bargain, sell, and convey unto the said Grantee:

All that tract or parcel of Land Lying and being in Land Lot 96 of the 7th District, Fayette County, Georgia
records Being Lot 24, Fisher's Bank Subdivision, Phase Two, as recorded in Plat Book 11, Page 196-197, Fayette
County, Georgia records, to which reference is made for the purpose of incorporating the same herein as a part
hereof.

Subject Property Address: 104 Lanyard Bend, Peachtree City, GA 30269

Parcel ID: 071716072

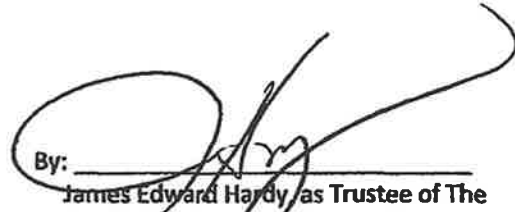
Subject to all covenants, conditions, zoning ordinances, restrictions and easements of record.

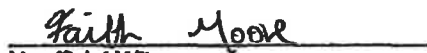
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members
and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only
proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE.

Book: 5696 Page: 221 Seq: 1

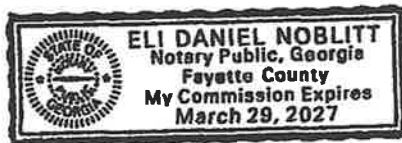
IN WITNESS WHEREOF, each grantor herein has hereunto set hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

By: 
James Edward Hardy, as Trustee of The
Richard and Edna Hester Irrevocable Trust I,
dated October 25, 2023


Unofficial Witness


Notary Public



Document Details

Book/Page	Index Type	Type	Description (Not Warranted)	Date Filed	Images	Transmit Accepted
5696 / 221	GEORGIA LAND RECORDS	TRUSTEES DEED	PB11/196-197	02/19/2024 2:00:00 PM	2 pages	E2400024.056

Returned To	Address	Address (2)	City	State	ZIP
PACIFIC LAW GROUP LLC	625 MOLLY LANE	SUITE 130	WOODSTOCK	GA	30189

GRANTORS	GRANTEES
RICHARD & EDNA HESER IRREVOCABLE TRUST I DATED OCTOBER 25 2023 RICHARD & EDNA HESER IRREVOCABLE TRUST 1 DATED OCTOBER 25 2023 RICHARD HESER TRUST EDNA HESER TRUST JAMES EDWARD HARDY TRUSTEE	GLENN LEE THOMPSON

Property Information
LLot:0096 Dist:07 FISHERS BANK Lot:24 PHASE 2 PT61:0562024000558

Log in as named user

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Version 1.7.29.15

Fayette County, GA

Summary

Parcel Number	071716072
Location Address	104 LANYARD BND
Legal Description	LOT 24
	(Note: Not to be used on legal documents)
Class	R3-Residential
	(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	City of Peachtree City (District 05)
Millage Rate	0.01915
Acres	0
Homestead Exemption	Yes (L3)

[View Map](#)

Owner Information

Primary Owner	Other Owners
THOMPSON GLENN LEE	071716072
104 LANYARD BEND	
PEACHTREE CITY, GA 30269	

Assessment

Working Year (2025), Certified Year (2024)	2025	2024
Class	R3	R3
Land Value	\$70,620	\$66,000
Building Value	\$305,785	\$276,770
Total Value	\$376,405	\$342,770
Assessed Value	\$150,562	\$137,108

Prior Assessments

	2023 Certified	2022 Certified	2021 Certified
LUC	101	101	101
Class	R3	R3	R3
+ Land Value	\$66,000	\$66,000	\$47,000
+ Building Value	\$231,000	\$219,000	\$229,300
= Total Value	\$297,000	\$285,000	\$276,300
Assessed Value	\$118,800	\$114,000	\$110,520

Assessment Notices

[2025 Assessment Notice \(PDF\)](#)

[2024 Assessment Notice \(PDF\)](#)

[2023 Assessment Notice \(PDF\)](#)

Land

Description	Type	Land Code	Square Feet	Acres
Level	Residential	LOT	0	0

Residential Improvement Information

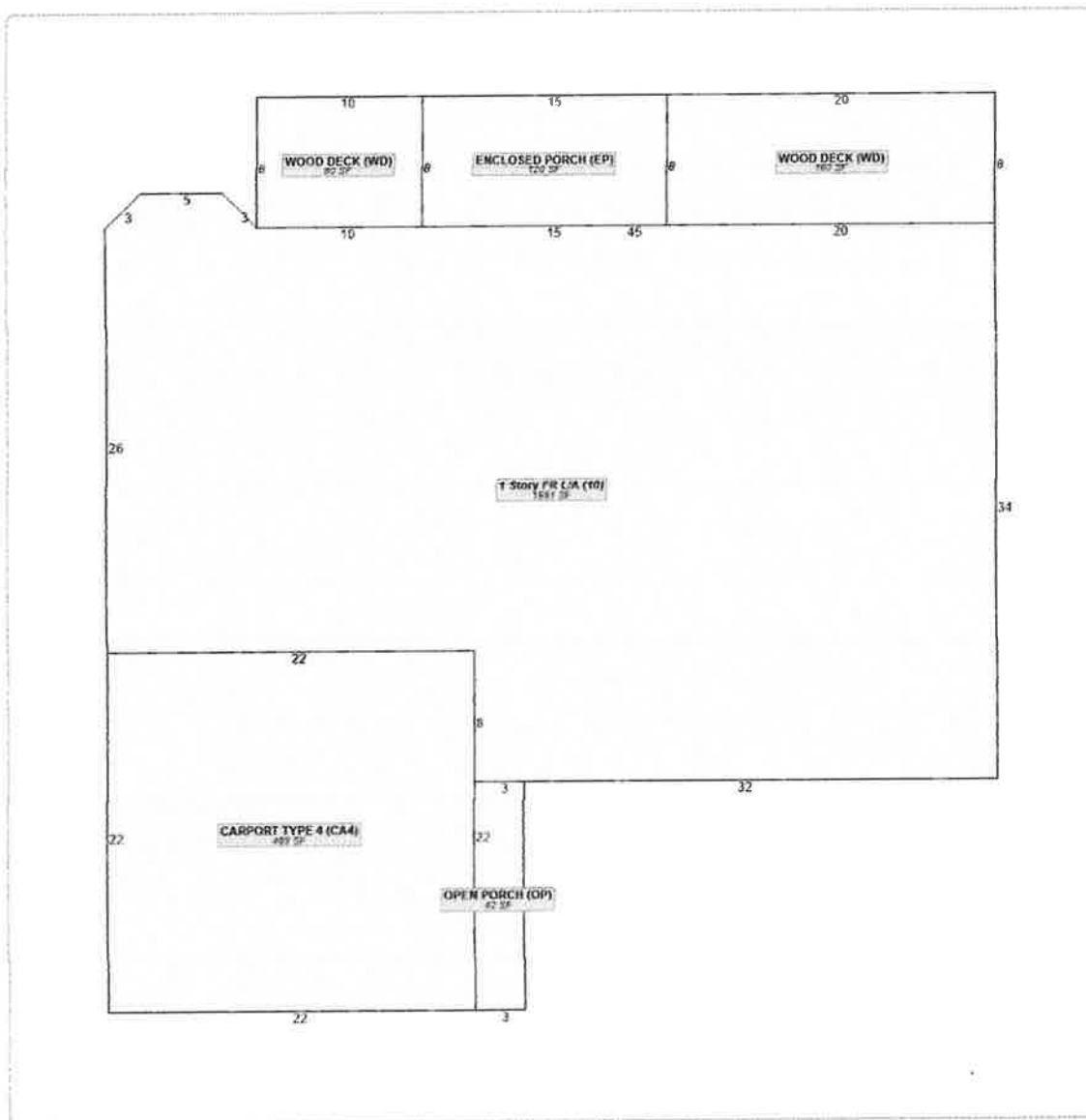
Conversion in progress. Improvement characteristics may temporarily be inaccurate.

Exterior Wall	Frame/Stucco	Attic	
Year Built	1980	Total Fixtures	6
Effective Year Built	1980	Heat	CENTRAL & AIR
Living Area	1681	Fireplaces	1
Basement Finish Area	0	Quality	1.05
Basement Area	0	Condition	Average

Sales

Sale Date	Sale Price	Book - Page	Sales Validity	Owner
2/14/2024	\$325,000	5696 0221	00 Fair market value	THOMPSON GLENN LEE
Previous Owner: HESER RICHARD & EDNA IRREVOCABLE TRUST				
Instrument Number: TD				
10/25/2023	\$0	5665 0724	04 Part or other Interest	HESER RICHARD & EDNA IRREVOCABLE TRUST
7/19/1994	\$96,500	930 484	00 Fair market value	HESER RICHARD
3/18/1991	\$83,000	645 221	00 Fair market value	FRAKER THOMAS R JR &

Sketches



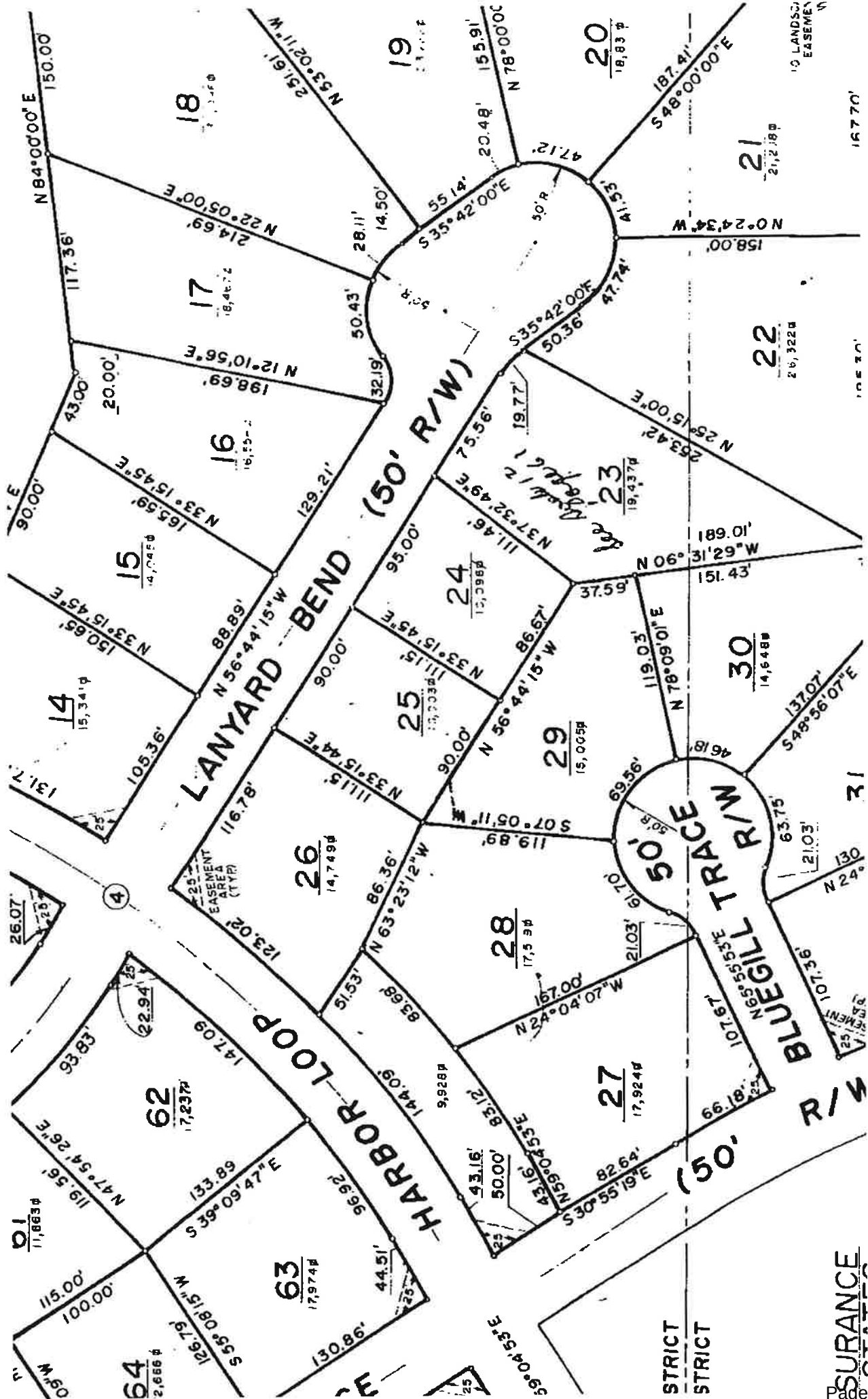
No data available for the following modules: Online Appeal, Commercial Improvement (Interior/Exterior), Accessory Information, Photos.

Polk County makes every effort to produce and publish the most current and accurate information possible. However, the maps and data are produced for information purposes only and are NOT surveys nor legal records. No warranties, expressed or implied, are provided for the data and information herein, their use, or their interpretation.

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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Administrative Variance Committee

FROM: Shayla Reed, Planning Director

DATE: October 13, 2025

SUBJECT: 104 Lanyard Bend, Rear Setback Encroachment

Discussion:

The Applicant is requesting relief in the form of an Administrative Variance from the rear setback requirement [Section 1001] of the R-10 (One-Family Residential), residential zoning district which requires a minimum rear setback depth of 30 feet.

The Applicant purchased the home with an existing deck that encroaches into the required rear setback. The Applicant has initiated an Alteration Permit to complete the renovation of the deck. Before a building permit can be issued, the property must be brought into compliance with all identified nonconformities.

As the stated hardship, the applicant asserts that the encroachment is the result of an error by a previous owner. Based on this claim, the applicant is eligible to request an Administrative Variance.



As part of the application, the Applicant has included the following:

- Justification narrative,
- Site plan showing the location of the home's encroachment into the rear setback, and
- Photos of the existing structure

In addition, please review the attached correspondence from neighboring property owners regarding their support or opposition.

Administrative Variance Application Requirements:

Per Section 1204 of the Peachtree City Zoning Ordinance, applications for an administrative variance may only be considered if the following requirements are met:

- The request pertains to an existing residential zoning setback violation provided that the property owner making the request is not the same property owner who was responsible for the violation.

The letters of support from the adjoining neighbors conform to the listed property owners on the County Tax Assessor's website.

Administrative Variance Review:

Section 1204 states that, "a request for an administrative variance shall be administered by a special administrative variance committee consisting of the City Planner, the City Manager and a member of City Council."

The full purpose statement of the Zoning Ordinance is:

- The purpose of this ordinance is to promote the health, safety, convenience, order, prosperity and general welfare of the present and future inhabitants of the city; and to assure the development of the city in accordance with the land use and thoroughfare plan as adopted, and as amended from time to time; to protect the population from the danger and inconvenience of traffic congestion; to prevent overcrowding of the land and the undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, recreation and other public requirements; to regulate with reasonable consideration the character of existing and future uses of the land in order to promote desirable living conditions and neighborhood stability, protect property against blight and depreciation, secure economy in governmental expenditures, and protect against floods and other natural hazards.

Budget Impact:

There are no budget impacts associated with this request.

Attachments:

1. Application
2. Applicant Narrative
3. Neighbor Letters of Support
4. Site Plan
5. Photos
6. Variance Opposition



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>104 Ivywood Bend</u> <u>PTC GA 30269</u> Zoning District: <u>R-10 Residential</u>	PROPERTY OWNER	Name <u>Glenn Thompson</u> Phone _____ Email _____
APPLICANT	Name <u>Glenn Thompson</u> Address <u>102 Timber Ridge</u> City, State, Zip <u>PTC 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>Sect. 1001.4</u> ☐ Sign Sec.: _____ ☐ Land Development Sec.: _____	SUMMARY	Briefly describe why this variance is being requested: <u>a 12.5' encroachment 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: [Signature] Date 7.14.25

I Bought house with addition existing. while doing roofing & siding I realized it needed more work than expected due to rot around existing fire place. Before I could request additional permits my back neighbor reported me to permit department and had a stop work order delivered. The house is none conforming to 30' set back along with the addition. I am simply asking for a variance to rebuild existing addition to a higher standard and to modernize. It would be a hardship on me to not have all available rooms that existed when I bought the house. I am asking for a 12.5' set back variance
Thanks for your consideration

Glenn Thompson
104 Langard Bend
owner

Date: 7/8/25

Re: variance needed

To whom it may concern:

Hello Neighbors! As the new property owner of 104 Lanyard Bend, I (Glenn Thompson) am asking for permission to rebuild an existing room. When the previous owners built the room on the back porch, it was not within the current code and I am trying to get it up to standards. Currently it encroaches on the back property line as it is set back 12'4"

I appreciate your consideration and support as we work to improve the property.

Regards,

Glenn Thompson

print name Mark Kienast
sign name 
address 102 Lanyard Bend
Peachtree City, GA 30269

Date: 7/8/25

Re: variance needed

To whom it may concern:

Hello Neighbors! As the new property owner of 104 Lanyard Bend, I (Glenn Thompson) am asking for permission to rebuild an existing room. When the previous owners built the room on the back porch, it was not within the current code and I am trying to get it up to standards. Currently it encroaches on the back property line as it is set back 12'4"

I appreciate your consideration and support as we work to improve the property.

Regards,

Glenn Thompson

print name Anne Baker 106 Lanyard Bend

sign Anne Baker

address

- I fully support this. The existing structure was there since I moved in in 2002.

**RETRACEMENT SURVEY
LOT 24
FISHER'S BANK, PHASE TWO
PLAT BOOK 11, PAGES 196-197**

ALSO REFERENCE PLAT BOOK 12, PAGE 109
CURRENT OWNER: GLENN LEE THOMPSON PER
TRUSTEE'S DEED DATED FEBRUARY 14, 2024 AND
RECORDED IN DEED BOOK 5696, PAGES 221-222

NORTH BASED OFF
PLAT BOOK 11, PAGES 196-197



LANYARD BEND (50' R/W)
(PLAT BOOK 11, PAGES 196-197)

N/F
MARK D. KIENAST AND
LAURA A. KIENAST
DEED BOOK 1248, PAGE 31
LOT 25 - FISHER'S BANK, PHASE 2
PLAT BOOK 11, PAGES 196-197

LOT 24
0.23 +/- ACRES

LEGEND:
N/F - NOW OR FORMERLY
R/W - RIGHT-OF-WAY
S/D - SUBDIVISION

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
RULE 150-6-.09 THE TERM CERTIFICATION RELATING TO LAND SURVEYING
SERVICES, AS DEFINED IN D.C.G.A. 43-15-2(16) AND (17) SHALL MEAN A SIGNED
STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A
GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

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 A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON,
PERSONS OR ENTITY.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE, THE
UNDERIGNED 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.

THE LATEST DATE OF FIELD WORK SHOWN IS APPLICABLE TO PROVISIONS
OF STATUTES OF LIMITATION.

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS, ZONING
ORDINANCES, ENVIRONMENTAL RESTRICTIONS, 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.



CLOSURE DATA
FIELD CLOSURE = 1" : 13.639
ANGLE POINT ERROR = < 10"
EQUIPMENT USED: TOPCON GPT 8203
ADJUSTMENT METHOD: NONE
PLAT CLOSURE = 1" : 181.753

IN MY OPINION, THIS PROPERTY DOES NOT
LIE WITHIN THE 100 YEAR FLOOD PLAIN AS
SHOWN ON THE FLOOD INSURANCE
RATE MAP 13112C0002E
DATED: SEPTEMBER 26, 2008

(iii) 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,
PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS
OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR 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 D.C.G.A. Section 15-6-67.

Matt J. Langley
MATTHEW J. LANLEY, GEORGIA PLS # 3227

07/29/2025
DATE

**W.D. Gray and
Associates, Inc.**

LSF000701

land surveyors - planners

160 Greencastle Road Suite B
Tyrone, GA 30290

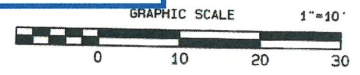
(770) 486-7552

Fax (770) 486-0496

PREPARED FOR AND AUTHORIZED BY:

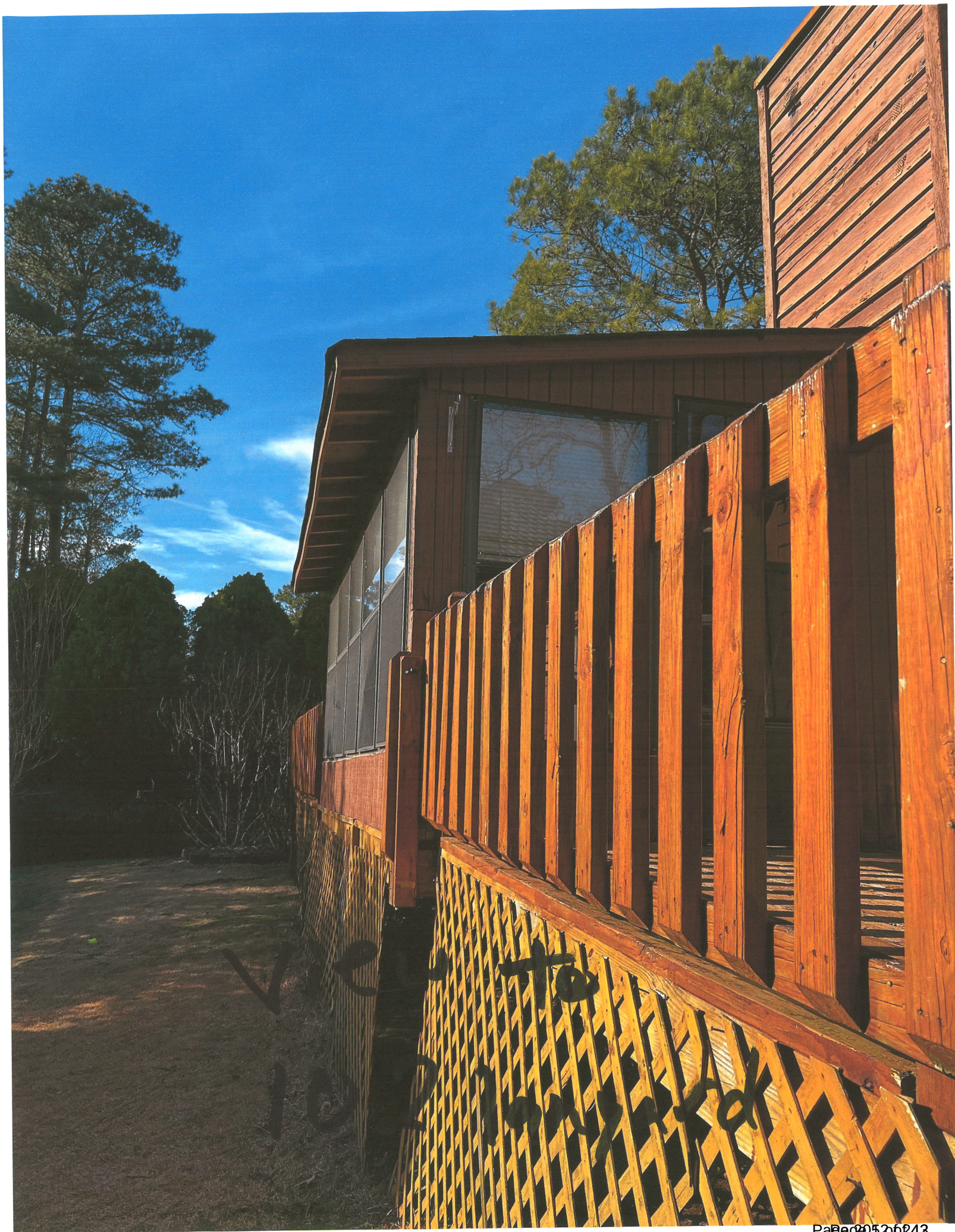
GLENN THOMPSON

LAND LOT: 96	LAST DATE OF FIELD WORK: 05/29/2025
DISTRICT: 7TH	DATE OF ORIGIN: 06/02/2025
FAYETTE COUNTY, GA	REVISED 07/29/2025 TO SHOW PROPOSED REAR SETBACK (AND OTHER UPDATES ON THIS DATE)
CITY OF PEACHTREE CITY	
SCALE: 1" = 30'	JOB NO: 2504050

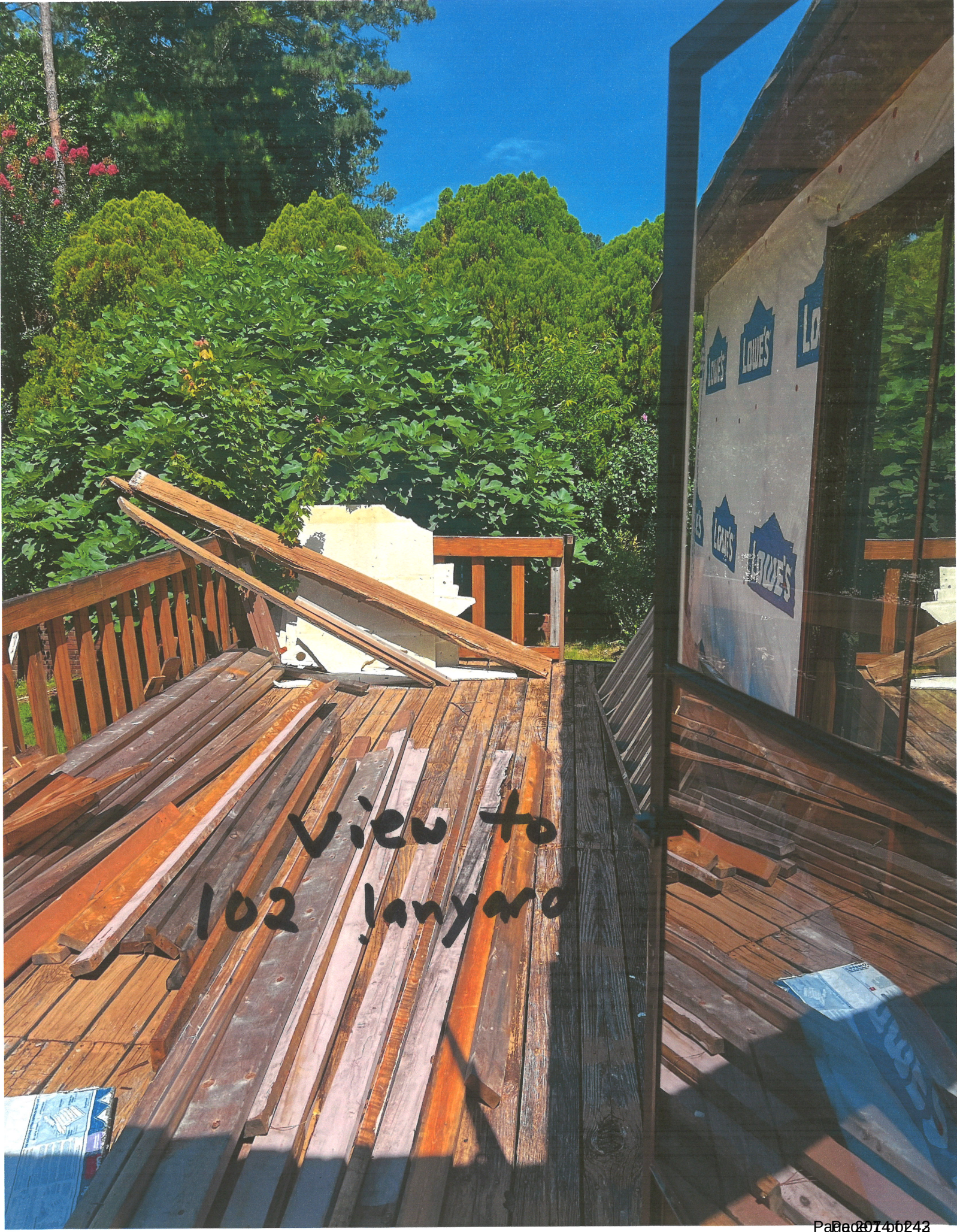


Required 30 ft rear setback

Existing 12.5 ft encroachment
into the required 30 ft rear
setback.











View to
106 lan yard







Neighborhood Petition in Opposition to Variance

Property Address: 104 Lanyard Bend

Variance Request: Encroachment of **12.50 feet** into the required setback

Date: September 14, 2025

We, the undersigned neighbors, oppose the variance request submitted for the above property.

A **12.5 - foot setback encroachment** is far too large and goes against the intent of our zoning rules. Setbacks exist to:

- Protect privacy between neighbors,
- Preserve open space and light,
- Maintain neighborhood character, and
- Ensure fairness by applying the same rules to everyone.

In addition, the **applicant purchased the property with knowledge of the encroachment**, meaning any claimed hardship is self-created. A variance should not be granted to legitimize a problem knowingly accepted at the time of purchase.

Allowing a variance of this size would set a harmful precedent and reduce the quality of life in our neighborhood. We respectfully ask the PTC Planning Board to **deny this request**.

Signatures:

Name (Printed)

Signature

Address

Kimberly Q. Miller	Kimberly Q. Miller	104 Bluegill Trace
James P. Curtis	James P. Curtis	103 Bluegill Trace
Charles Asen	Charles Asen	100 Bluegill Trace
Gabriele Diaz Flores	Gabriele Diaz Flores	106 Lanyard Bend
Edwin Ramos Flores	Edwin Ramos Flores	106 Lanyard Bend

September 18, 2025

Cecilia Uceda
105 Bluegill Trace
Peachtree City, GA 30269

Peachtree City Planning & Development Division
ATTN: Shayla Reed
153 Willowbend Road
Peachtree City, GA 30269

Re: Opposition to Variance Request for 104 Lanyard Bend

Dear Members of the Planning Commission,

I respectfully oppose the variance request for 104 Lanyard Bend, which seeks to allow a **12.50-foot encroachment running approximately 53 feet in length into the required setback**. My property is directly behind the length of this encroachment.

This request does not meet the legal standards for granting a variance:

1. **No unique hardship exists/self-created hardship.** The applicant purchased the property with knowledge of the possible encroachment, as it had been reported prior to the sale. Wanting additional space cannot be considered a legal hardship, and a buyer cannot rely on a variance to legitimize a problem they knowingly accepted. Please see enclosed pictures and sale sheet of 104 Lanyard Bend during its Open House.
2. **Not the minimum relief necessary.** A **12.50 foot encroachment extending about 53 feet in length** is excessive and far beyond what could reasonably be considered minimal relief.
3. **The encroaching structure is aging.** It will require significant work in any case. The house was unoccupied for close to two years prior to its sale. The enclosed structure was unfinished as seen during the Open House. This provides an opportunity to bring the property into compliance with the setback requirements, eliminating any claim of hardship. Preserving a 12.50-foot violation instead of correcting it is unreasonable.

4. **Negative impact on neighborhood properties.** This encroachment includes two raised decks built on higher ground, which directly overlook my property and 106 Lanyard Bend. This significantly reduces privacy and risks lowering property values. Please see the enclosed pictures of my property after purchase. The property at 106 Lanyard Bend had attached a large tarp for privacy and added an encroaching structure, which had to be taken down before its recent sale. The new owners at 106 Lanyard Bend have not signed the applicant's petition.
5. **Our neighborhood lots are already small.** This makes setback protections especially important to preserve open space, light, and privacy. A 12.50-foot encroachment that runs approximately 53 feet long effectively erases the separation between properties that the zoning code is designed to ensure. Please see enclosed pictures of the space between my property and 104 Lanyard Bend.
6. **Documented notice of possible encroachment.** I reported the encroachment before the sale of 104 Lanyard Bend. A city official assured me that the seller would disclose this to the buyer following a meeting, where a decision was made that allowed the sale to go forward. Furthermore, a note was added to the property's file of potential rear setback issues. Please see enclosed copies of email communications with city officials.
7. **Contrary to zoning intent.** Setbacks exist to protect safety, drainage, access, and neighborhood character. Granting a variance of this magnitude undermines these protections and sets a harmful precedent.

For these reasons, I respectfully urge the Board to deny this variance request.

Thank you for your time and consideration.

Sincerely,



Cecilia Uceda

104 Lanyard Bend Sale Ad



Zillow App



6.6M Ratings

Open App



Home of ~~Richard and Edna Hecor~~
104 lanyard Bend, Peachtree City GA 30269

Being sold by: ~~James Hardy~~

~~770-272-1415~~ | ~~James Hardy~~

Quick Facts:

Parcel # 071716072

Single-Story Ranch Home | 1704 SQFT

Built 1980 – relatively few updates

2023 Tax Value \$297,000

Asking \$285,000 (but expect it to sell close to \$300K)

3 bedrooms with 2 full baths and 2-car garage (484 sqft)

Built on a crawl space

Decks on front and back

Small sunroom (unconditioned) on back deck

Large central family room with fireplace

Fenced yard in back

No HOA

Recent Updates:

New HVAC system and hot water heater within last 3 years

Updated central bath with new vanity, tile floor and shower

Likely Needs:

New siding, interior paint and flooring

Everything works in the Kitchen, but it is outdated

Master bath needs updating and enlarging

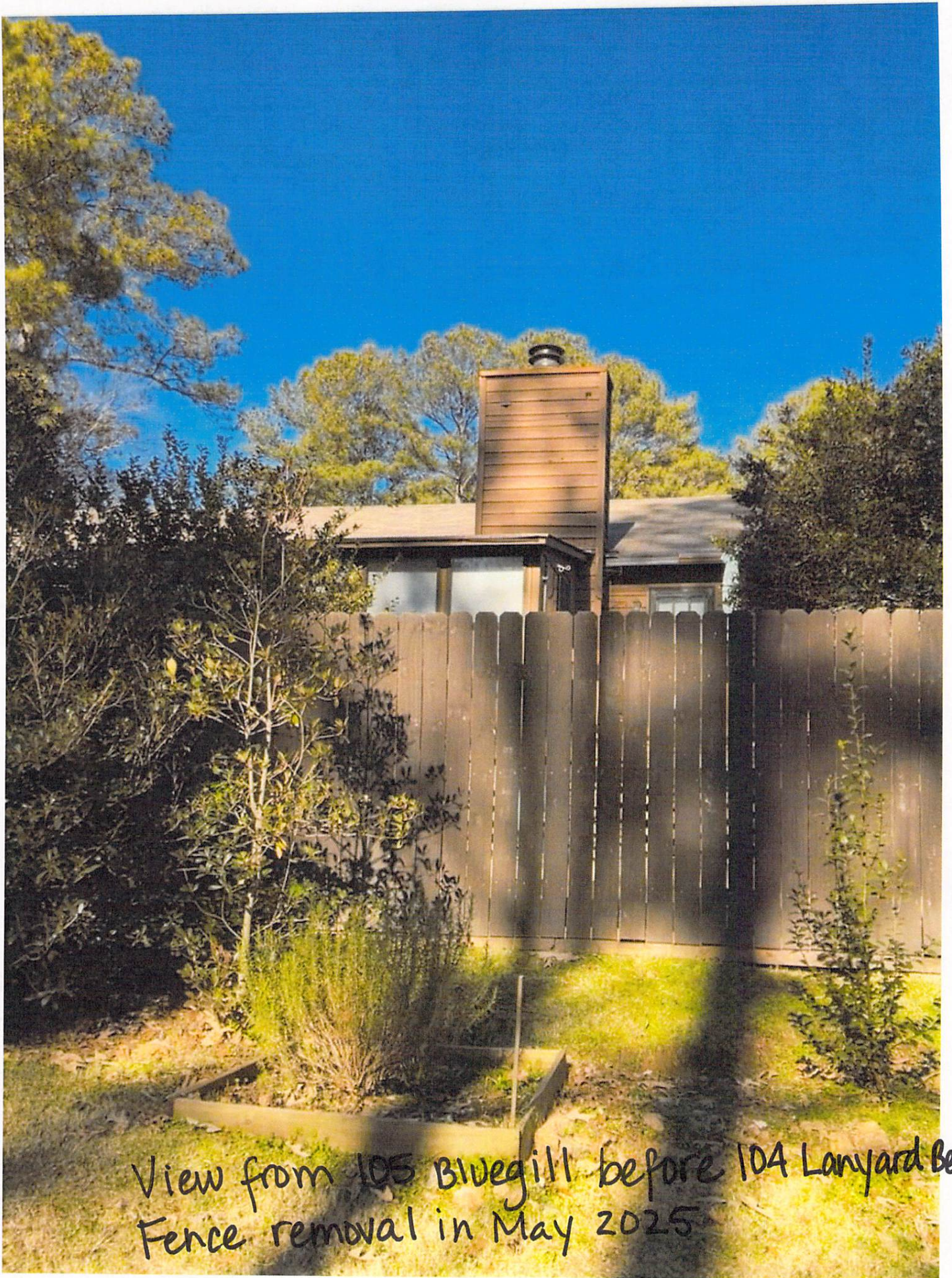
Structurally, everything is sound. Cosmetically, it use some attention.

There is a raised area in the family room floor, when re-flooring, this should be corrected.

We are selling this property as-is. We will not be performing any updates or corrections. We welcome buyers to obtain an inspection. However, this is purely for your sake and the sake of loans. Our intention is to take the best offer and move the property as efficiently as possible. The house is livable and in working order. My parents lived here for 29 years and we have kept everything running, including pest control and termite prevention. This house would make a nice home in the sought after Peachtree City community. It is on a nice street in a well-kept neighborhood. It is within walking distance of Lake Peachtree and is surrounded by golf cart paths. It I also walking distance to Huddleston Elementary, the BMX track, and The Fred (Fredrick Brown Amphitheater).



104 Lanyard Bend Open House view



View from 105 Bluegill before 104 Lanyard Bend
Fence removal in May 2025



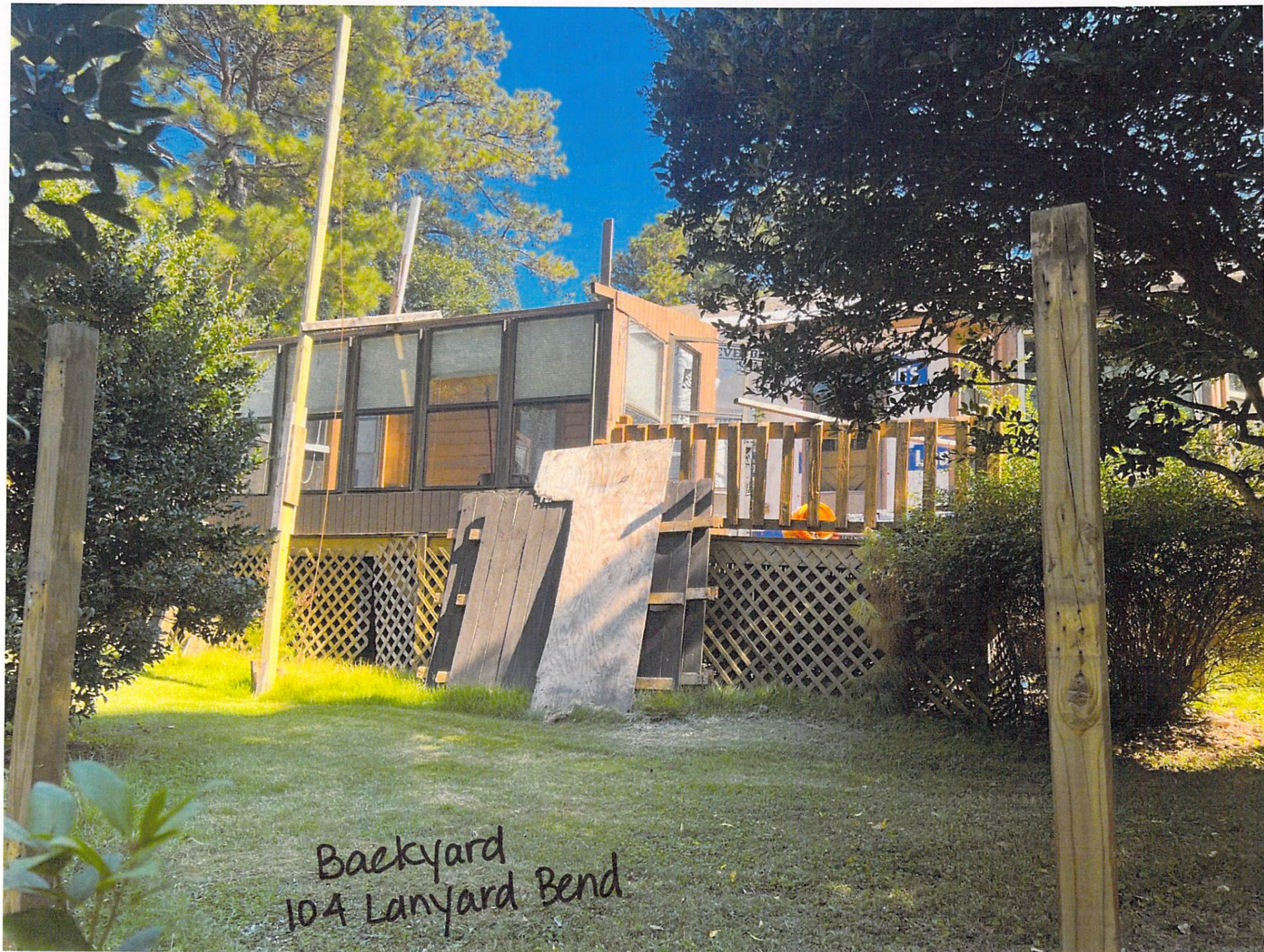
2012 Backyard view of my property, 105 Bluegill, at time of purchase. There was an existing wire fence separating my property and 104 Lanyard. Permit on file with 105 Bluegill.





2014 view of 104 Lanyard Bend backyard fence











104 Lanyard Bend
View from property line



C U <ucedavitulo@gmail.com>

From 105 Bluegill

3 messages

Cecilia Uceda <[REDACTED]>
To: Timothy Maret <tmaret@peachtree-city.org>

Tue, Oct 31, 2023 at 2:41 PM

Hello Mr. Tim, I was dropping off my storm water bill and stopped by to find out if there were any updates on my complaint.

Thank you, Cecilia.

Envoyé de mon iPhone

Timothy Maret <tmaret@peachtree-city.org>
To: Cecilia Uceda <[REDACTED]>

Tue, Oct 31, 2023 at 4:36 PM

Good Afternoon,

We have noted in our computer files in Code Enforcement the concerns that you pointed out to us about the likelihood of the rear porch being added into the rear setback of the property. It would currently be deemed preexisting/nonconforming. With our discussion in your back yard, we are not taking action at this time due to the agreed upon concern for the health of the residents (former residents); we know the children do not want the property, and so we all agreed that it will probably be sold soon. We will ensure that the new owners do not do anything requiring a permit without bringing everything into compliance.

Tim Maret
Senior Code Enforcement Officer
153 Willowbend Road
Peachtree City, GA 30269
C: 770-687-1263
P: 770-487-5731
tmaret@peachtree-city.org

-----Original Message-----

From: Cecilia Uceda <[REDACTED]>
Sent: Tuesday, October 31, 2023 2:41 PM
To: Timothy Maret <tmaret@peachtree-city.org>
Subject: From 105 Bluegill

[CAUTION]: This email was sent from an EXTERNAL source. Do not click links or open attachments unless you recognize the sender or know the content is safe.

[Quoted text hidden]

Cecilia Uceda <[REDACTED]>
To: Timothy Maret <tmaret@peachtree-city.org>

Wed, Nov 1, 2023 at 2:37 AM

Sounds good, thank you.

Envoyé de mon iPhone

> Le 31 oct. 2023 à 9:36 PM, Timothy Maret <tmaret@peachtree-city.org> a écrit :

>

> Good Afternoon,

[Quoted text hidden]

104 Lanyard Bend Complaints

2 messages

Timothy Maret <tmaret@peachtree-city.org>

Thu, Jan 18, 2024 at 2:39 PM

To: Cecilia Uceda <[REDACTED]>

Cc: Robin Cailloux <RCailloux@peachtree-city.org>, Penny Mentch <pmentch@peachtree-city.org>

Good Afternoon Ms. Uceda,

As you requested, I am writing to give you the results of the complaints that you brought to Code Enforcement about 104 Lanyard Bend.

Your complaint that a "sunroom" addition to the rear of the house was built without a permit and that it encroaches into the required setback by an undetermined amount was handled as a Notice of Violation (NOV) to the acting agent of the property. In this case it is the son who is selling the property for his elderly parents who suffer from dementia and can no longer reside in their home. The NOV was for a violation of our Building Permits and Procedures. Essentially, Code Enforcement was not able to utilize the information that we have available to us to find any permit on file. As you know, this addition is not new. The NOV was issued on January 12, 2024. The acting agent for the property contacted Officer Penny Mentch and made arrangements to come into the office and meet with her at the earliest possible time after the holiday weekend.

Your complaint that a fence was built without a permit in the back of the property was also determined to be an issue as no evidence in the system we have available showed a permit for the fence on site. An NOV was issued by Officer Mentch for this as well. Again, the acting agent and Officer Mentch agreed to meet about the issue.

During the meeting, the acting agent made the contention that these items have been there for an extremely long time, potentially decades. The fence may have had some repairs, but there has been a fence there for a very long time. Officer Mentch consulted with the Director of our Division, Robin Cailloux. With as old as the homes in your neighborhood are, not everything that has been done, even with permits, has had documentation that has survived the test of time. So, while we do not have a digital record of the addition or the fence, that does not mean that they did not obtain permits and build to the standards of the time. We cannot prove one way or the other if a permit was obtained. Taking that into account, Director Cailloux determined the two issues to be "preexisting, non-conforming." With this, the two NOV cases were closed.

Should a new owner wish to make alterations to the house or fence and those alterations require a permit, they will have to be up to code. The plan review of those permits will catch if there are any issues with the rear setback. I have included a screenshot of our version of BS&A to show you the scrolling ticker across the top that has a reminder for folks to check the rear setback issues if new permits are submitted.

Thank you for your concern about the properties in your neighborhood. I know you are doing what you can to try and help maintain the standards of Peachtree City, and I truly appreciate it.

**Tim Maret**

Senior Code Enforcement Officer

153 Willowbend Road

Peachtree City, GA 30269

C: 770-687-1263

P: 770-487-5731

tmaret@peachtree-city.org



104 Lanyard Bend Capture.JPG
229K

Cecilia Uceda <[REDACTED]>
To: Timothy Maret <tmaret@peachtree-city.org>

Thank you for your response Mr. Maret.

I appreciate your transparency and patience throughout our communications and hope to resolve the present issue with the new owner.

Cecilia Uceda
105 Bluegill Trace

Sent from my iPhone

On Jan 18, 2024, at 2:40 PM, Timothy Maret <tmaret@peachtree-city.org> wrote:

Good Afternoon Ms. Uceda,

As you requested, I am writing to give you the results of the complaints that you brought to Code Enforcement about 104 lanyard Bend.

Your complaint that a "sunroom" addition to the rear of the house was built without a permit and that it encroaches into the required setback by an undetermined amount was handled as a Notice of Violation (NOV) to the acting agent of the property from dementia and can no longer reside in their home. The NOV was for a violation of our Building Permits and Procedures. Essentially, Code Enforcement was not able to utilize the information that we have available to us to find any permit on file. The acting agent for the property contacted Officer Penny Mentch and made arrangements to come into the office and meet with her at the earliest possible time after the holiday weekend.

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During the meeting, the acting agent made the contention that these items have been there for an extremely long time, potentially decades. The fence may have had some repairs, but there has been a fence there for a very long time. Officer Mentch's homes in your neighborhood are, not everything that has been done, even with permits, has had documentation that has survived the test of time. So, while we do not have a digital record of the addition or the fence, that does not mean that they are not there or the other if a permit was obtained. Taking that into account, Director Cailloux determined the two issues to be "preexisting, non-conforming." With this, the two NOV cases were closed.

Should a new owner wish to make alterations to the house or fence and those alterations require a permit, they will have to be up to code. The plan review of those permits will catch if there are any issues with the rear setback. I have included a screenshot of the rear setback map which has a reminder for folks to check the rear setback issues if new permits are submitted.

Thank you for your concern about the properties in your neighborhood. I know you are doing what you can to try and help maintain the standards of Peachtree City, and I truly appreciate it.



Tim Maret

Senior Code Enforcement Officer

153 Willowbend Road

Peachtree City, GA 30269

C: 770-687-1263

P: 770-487-5731

tmaret@peachtree-city.org

Application Views

- Property
 - Address
 - Miscellaneous
 - Attachments
 - Owner: HESER RICHARD A
 - Occupant: HESER RICHARD A
- Projects
- Permits
- PZE Processes
- Enforcements
- Certificates
- Certificates of Occupancy
- Inspection Groups
- Tables
- Program Setup

Property Summary

Amount Due: \$0.00

Potential Setback Issue (1/1): Any new permits -- Check potential rear setback

Address: 104 LANYARD BND Parcel Number: 071716072
 Owner: HESER RICHARD A Other owner properties...

1. Property 2. Building 3. Rental 4. Comment 5. Parking Details 6. Violations

Occupant: HESER RICHARD A Resp. Party:
 Subdivision: FISHERS BANK Year Built:
 Lot: 24 Block:
 Zoning: R-10 Use Groups: <Click here to select>
 Property Type: Occup. Load:
 Parking Spaces: 0 Stories:
☐ Hide this property from Public Records Search ☐ Vacant
☐ Allow Occupants to pull Permits

Setbacks

Front: 30.00 Left:
 Rear: 30.00 Right:

7. Parcel Information 8. Legal Desc. 9. Flood Plain 10. Dimensional Information 11. Linked Applications

Owner: HESER RICHARD A Status: Active
 Value: \$149,850.00 Liber/Page:
 Acres: 0.000 Neighborhood:
 Wetland Acres: 0.000 ☐ Foreclosed ☐ Is Uninc
 Woodland Acres: 0.000 User Number 1:
 Map: School District:
 Class: Historic District:
 Future Land Use:
☐ Water Service ☐ Sewer Se

External Key:

Viewing Existing Property

Sort Index: Address

Print Queue [0] Join



C U <ucedavitulo@gmail.com>

104 Lanyard, 106 Lanyard

4 messages

C U <[REDACTED]>
To: RCailloux@peachtree-city.org
Cc: Timothy Maret <tmaret@peachtree-city.org>

Mon, Jan 22, 2024 at 9:04 AM

Good morning Mrs. Cailloux,

When I moved forth with my complaints at 104 Lanyard on 1/11/23, my intention was to see that the existing rear of the house would be brought back into code compliance under new ownership.

On 8/31/23, Mr. Maret and Officer Mentch came to my property and saw that the addition to the house did appear to be in the setbacks. At this time I told them about the fence which was built on the adjoining property line. As you saw in a previous email, it was built brand new in 2014, not decades ago. No permits were on file.

While visiting the property on sale a week ago, the son told us that his dad built the unfinished sunroom, which means this took place after the home purchase in 1994. The house was built in 1980, have the city codes not stayed the same for setbacks? When my shed appeared to be close to the setbacks, Mrs. Beverly required me to get a survey and I had to submit it with my permit request. Wasn't there reasonable cause to require a survey here too? Had the owner applied for permits, especially for the added rear decks and sunroom, he would have had to show the distances to the fence and the permits would not have been approved. Mr. Maret noted that all the houses on Lanyard Bend are built in a straight line, there was only 32 feet to the fence line. It follows that there were no permits on file.

Now that this added structure has been labeled pre-existing, non conforming, I would like to request that your records add the existence of the rear decks as well, as they form part of the structure, should a new owner submit permits for the decks in addition to the sunroom.

I am enclosing a picture from the sale of the home that shows the rear addition which runs the length of the house.

In regards to 106 Lanyard Bend, there is a permit for an above ground pool only. My complaint is that there is a deck and a wood trellis built around the pool that extends into the setbacks. I am enclosing a picture, and the structure is visible from the cul-de-sac, and my backyard.

Initially, I told Mr. Maret that I wanted to hold off from submitting my complaint concerned about the hardship it places on the owner. But if the passing of time allows for a structure to be labeled pre-existing, non-conforming, then this issue should be addressed now, also in light of the upcoming final inspection of the unfinished siding.

If you need any further information, please feel free to contact me and thank you for your assistance in this matter.

Cecilia Uceda
105 Bluegill Trce
[REDACTED]

 [104lanyard.pdf](#)

 **106lanyard.pdf**
23951K

Robin Cailloux <RCailloux@peachtree-city.org>
To: C U <[REDACTED]>
Cc: Timothy Maret <tmaret@peachtree-city.org>

Tue, Jan 23, 2024 at 1:12 PM

Ms. Uceda:
Thank you for the information. We will add it to our records.



Robin Bechtel Cailloux, AICP

Director, Planning & Development

[153 Willowbend Road](#)

[Peachtree City, GA 30269](#)

770-487-5731 Ext. 1106

In regards to 106 Lanyard Bend, there is a permit for an above ground pool only. My complaint is that there is a deck and a wood trellis built around the pool that extends into the setbacks. I am enclosing a picture, and the structure is visible from the cul-de-sac, and my backyard.

Initially, I told Mr. Maret that I wanted to hold off from submitting my complaint concerned about the hardship it places on the owner. But if the passing of time allows for a structure to be labeled pre-existing, non-conforming, then this issue should be addressed now, also in light of the upcoming final inspection of the unfinished siding.

If you need any further information, please feel free to contact me and thank you for your assistance in this matter.

Cecilia Uceda
105 Bluegill Trce
[REDACTED]

[REDACTED]

C U <[REDACTED]>
To: RCailloux@peachtree-city.org

Tue, Jan 23, 2024 at 2:28 PM

Mrs. Cailloux,

Will the new owner be asked for a survey when requesting permits for work on the "preexisting, non-conforming" structures that appear to be in the setbacks?

[Quoted text hidden]

Robin Cailloux <RCailloux@peachtree-city.org>
To: [REDACTED]

Tue, Jan 23, 2024 at 3:16 PM

Ms. Uceda:

Yes, if they request permits to add onto their home or make major renovations, a survey will be required. If encroachments into zoning setbacks are discovered with the survey, they will be required to remedy the encroachment (usually through a variance) before a permit can be issued.

Thank you.

City Council of Peachtree City
Meeting Minutes
Monday, October 13, 2025
11:00 AM

Call to Order

City Manager, Justin Strickland, Mayor Pro Tem, Clint Holland, and Planning and Development Director, Shayla Reed, were in attendance. Deputy City Clerk, Stacey Collins, took minutes. Also in attendance was the property owner Glenn Thompson and neighbor Cecilia Uceda.

Minutes

A. April 15, 2025

Approved, 2-0-1 (Holland Abstained)

B. July 21, 2025

Approved, 2-0-1 (Holland Abstained)

Discussion

A. 104 Lanyard Bend, Rear Setback Encroachment

Reed introduced the administrative variance request. The Applicant is requesting relief in the form of an Administrative Variance from the rear setback requirement [Section 1001] of the R-10 (One-Family Residential), residential zoning district which requires a minimum rear setback depth of 30 feet.

The Applicant purchased the home with an existing deck that encroaches into the required rear setback. The Applicant has initiated an Alteration Permit to complete the renovation of the deck. Before a building permit can be issued, the property must be brought into compliance with all identified nonconformities.

As the stated hardship, the applicant asserts that the encroachment is the result of an error by a previous owner. Based on this claim, the applicant is eligible to request an Administrative Variance.

The applicant began his address to the committee by saying that he had purchased the property, which was built in 1980, originally to live-in, and had begun to do renovations on the leaking roof on the back room, which is "unconditioned", when the City gave him a stop-work order. The room and existing deck were built into the setback by a former owner, and the applicant was under the belief that it was grandfathered in. He also stated that this meeting had been pushed back several months and he is now planning on fixing it to sell.

Uceda, the applicant's backyard neighbor, stood in opposition to this administrative variance, claiming that the large elevated deck, approximately 53' in length, came too close to her property and claims that the applicant now has a "balcony view of her backyard". She believes that there is no hardship as the applicant bought the house "as-is".

The committee began to discuss the request. During the course of the discussion, the fact that a portion of the house itself, which includes a cantilevered window, was built five-feet into the setback. Holland pointed out section 1204, which states that, in reviewing the application, the administrative variance committee shall analyze the application to determine whether granting the request would cause substantial detriment to other property owners in the surrounding area or would impair the purposes of the zoning ordinance. It also states that, if it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the administrative variance committee shall deny the appeal in writing, stating the reasons for the denial. Holland also said that, depending on how the committee voted, the applicant has the right to appeal the decision to the full City Council. Holland mentioned that the applicant could "pop the top and go up" to create more space. It was also said that, since this is a raised deck, he could make the deck with a smaller footprint and build steps down to make it a two-story deck. The applicant replied that a ground-level deck would not be feasible. Holland asked what the neighbor could live with and she said that she could live with the window being in the setback.

With no more discussion, Strickland made a motion to approve a five-foot encroachment for the primary structure. Holland seconded. Motion carried unanimously.

Reed made a motion to deny the remaining 7.5-foot encroachment. Holland seconded. Motion carried unanimously.

Holland reiterated to the applicant that had the right to appeal the decision, and the applicant said that he would do that. Reed stated that she would send him the information as to what was needed and that the earliest that the City Council could hear the appeal, due to advertising requirements, is December.

Adjourn

With no more business to come before the committee, Holland made a motion to adjourn. Reed seconded. Motion carried unanimously.

The meeting ended at 11:37 a.m.

Stacey Collins, Deputy City Clerk

Justin Strickland, City Manager

MANHATTAN, KS – November 13, 2025 – CivicPlus®, a public sector SaaS leader, is proud to announce [the winners of the 2025 Community Impact Awards](#). The awards program celebrates CivicPlus customers that are driving meaningful change through innovation, service, and dedication to their communities.

This year's top three winners exemplify the power of community-focused initiatives to improve resident experiences and strengthen public trust:

- **Town of Brookhaven, New York:** In 2024, Brookhaven revolutionized public access to beaches, parks, and other public spaces by launching a fully digital parking permit system. The initiative eliminated manual processing, introduced real-time license plate verification, and generated over \$1 million in revenue, while saving more than 1,000 hours of staff time, a win for both residents and staff operations.
- **James City County, Virginia:** James City County launched a housing resource portal in 2024, centralizing housing information and assistance. Accessible online and via mobile app, the portal offers 24/7 access to rental listings, support services, and housing programs, removing barriers to critical resources and reducing wait times and staff calls.
- **Maine Township, Illinois:** Maine Township modernized its long-running Community Garage Sale in 2024 by moving vendor registration and payments online. The new digital process replaced long lines and manual processes with efficient, self-service sign-ups, boosting participation in the Community Garage Sale and monetary support for the township's Adventure Maine summer camp program for at-risk youth.

"The Community Impact Awards celebrate the everyday efforts that lead to extraordinary outcomes," said CivicPlus Chief Executive Officer Brian Rempe. "We were inspired by the nominations we received from our customers. Each story demonstrates how innovation and public service can come together to create lasting, positive impact. It's a privilege to recognize our customers' efforts and the real difference they're making every day."

Each winning community will receive a \$1,000 charitable contribution in the community's name to an organization of its choice, a recognition trophy, and a video spotlight showcasing its winning nomination.

CivicPlus also proudly recognizes the following finalists in the 2025 Community Impact Awards:

- Ada County, Idaho | Highway District
- City of Amarillo, Texas | Planning Department
- Iredell County, North Carolina | Parks and Recreation Department
- City of Irwindale, California
- Peachtree City, Georgia
- City of Tamarac, Florida

About CivicPlus

Thousands of high-performing civic leaders rely on CivicPlus® as their trusted partner for impact-led government. With CivicPlus, leaders can finally overcome the perpetual tradeoff between the demand for better services and the realities of operational resources, leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

Backed by over 25 years of experience and leveraging the insights of more than 900 team members, our solutions are chosen by over 10,000 organizations and are used daily by over 340 million people in the U.S. and Canada. For more information, please visit civicplus.com.

2025 Community Impact Award Winners

City of Peachtree City, Georgia

City of Peachtree City, Georgia

Population:

40,193

Peachtree City revived its civic education program, Peachtree City 101, after a decade-long pause, offering residents hands-on experiences to learn more about how their local government operates. Through interactive simulations and weekly department-led sessions, the program fostered transparency, inspired volunteerism, and doubled applications for its next cohort, while even sparking a similar initiative in a neighboring city.



After a decade-long pause, Peachtree City relaunched [*Peachtree 101*](#), a civic engagement program designed to help residents better understand how their local government operates. Led by City Clerk Yasmin Julio, the initiative offered an eight-week series of interactive sessions created by city departments. Each week blended real-world activities with direct conversations between staff and participants, creating a deeper and more meaningful connection between residents and city hall.

What distinguished this program was its emphasis on experience over lectures. Residents designed multi-use paths with simulated budgets and environmental constraints, responded to a mock cybersecurity attack, and navigated the tough trade-offs city leaders

face. These scenarios provided participants with a practical view of public decision-making, highlighting the complexity and responsibility behind every policy choice.

The inaugural class of 22 residents, ranging in age from 14 to over 70, reflected the community's diversity and enthusiasm. Many had never set foot in city hall before, yet they left feeling empowered to contribute. Several graduates have since applied for city advisory boards or begun attending council meetings regularly, while others continue to stay engaged by volunteering, connecting with leaders, and sharing their experiences with neighbors.

The program's influence extended to city staff as well. Departments competed to design the most memorable activities, finding new energy in collaborating directly with residents. This two-way exchange not only built transparency but also helped reinforce a culture of civic pride and respect between residents and staff.

Interest in the program continues to grow. Applications for the following year's cohort have already doubled, and the program has inspired the City of Fayetteville to develop a similar initiative, extending its impact beyond Peachtree City's boundaries. *Peachtree City 101* demonstrated that when residents are given the opportunity to learn by doing, they form lasting connections to their government and become more engaged, informed participants in community life.