



CITY COUNCIL

Kim Learnard, Mayor
Suzanne Brown, Mayor Pro Tem | Laura Johnson, Post 1
Clinton Holland, Post 3 | Michael Polacek, Post 4

SCAN FOR AGENDA
PACKET



Regular Meeting Agenda
April 16, 2026 | 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. April 2, 2026 City Council Work Session Minutes
 - B. April 2, 2026 Executive Session Minutes
7. **Consent Agenda**
 - A. FY2026 Budget Amendment — Recreation Department
8. **Old Agenda Items**
 - A. 03-26-07 Budget Amendment and Purchase of Property at 107 Guthrie Way — Parcel No. 0614 078, 1.03 acres (Ted Meeker)
9. **New Agenda Items**
 - A. 04-26-03 Fire Station 85 – Construction Manager at Risk (CMAR) Procurement (Clint Murphy)
 - B. 04-26-04 North Hill Path (David Borkowski)
 - C. 04-26-05 Drake Pavillion Additional Repairs (David Borkowski)
 - D. 04-26-06 Alcohol Ordinance Amendment and Fee Schedule Update (Michael Polacek)
10. **Public Hearings**
11. **Council/Staff Topics**
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, April 2, 2026
6:30 PM

Call to Order

The Mayor and Council of Peachtree City met in work session on Thursday, April 2, 2026. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Laura Johnson, Suzanne Brown, Clinton Holland and Michael Polacek.

Pledge of Allegiance and Moment of Silence

Public Comment

School crossing guard Ted Masters talked about safety at school crossings, referencing a recent incident where a guard was struck by a vehicle at Kedron Elementary. He called for flashing school zone signs and more Police presence and said the City should be willing to spend the money to ensure safety for students and the crossing guards.

James Clifton said he had received a recording of the January 29 Council retreat session that showed Council met with the Fayette County Development Authority (FCDA) President and talked about annexation, a possible data center, and an extension of TDK and Crosstown into Coweta County. He pointed out that Council approved a resolution in 2024 saying they would not support the TDK extension. Clifton said he had asked Council members about this, and two appeared to tacitly endorse an extension, two others did not respond to that portion of the question, and one was adamantly opposed. Clifton said the quiet neighborhoods along Crosstown and Ebenezer would be ruined by traffic if this extension occurred and also mentioned the safety risk of a busy road running in front of Oak Grove Elementary. He then introduced Suzanne Spatz to talk more about safety.

Spatz said she was the wife of David Spatz, the crossing guard who was now recovering from his injuries. She called for the City to install flashing beacons and more signage to indicate school zones.

Cary Cook spoke against open beverage carry at The Avenue because there could be many unintended consequences. He mentioned the crowded parking lot and the large volume of people as dangers.

Anne Menaldo agreed with Cook about unforeseen consequences, saying she feared that it did not set a good example for children. She also mentioned a fear of the “teen takeovers” that had sprung up at shopping centers in the metro Atlanta area.

Nicole Braun, president of the North Hill Homeowners Association (HOA), talked about the cart path being built along their street and wanted assurances from the City that the trees being removed from the greenbelt would be replaced.

Paul Schultz addressed the idea that Peachtree City could annex the 467-acre

Bannister project in Coweta County for a data center. Coweta's development plan for this property called for residential, commercial and school site and a public safety site, and changing that would require months of reviews and public hearings. Schultz pointed out that Coweta would then have to rezone the property to industrial, which meant more reviews and hearings. Coweta would have no reason to then hand the property over to Peachtree City, giving away that tax base and control, after going through all that.

Also, Schultz remarked, annexation across county lines required consent from the property owner, the city, the county losing the land, and the county gaining it. Transportation politics was another hurdle, and the TDK extension had been a political non-starter for 20 years. Nothing about that dynamic has changed, Schultz said, concluding that the scenario could not happen and that presenting it as a real threat was irresponsible.

Agenda Changes

Minutes

Holland moved to approve the March 19, 2026 City Council meeting minutes and the March 19, 2026 Executive Session minutes. Polacek seconded. Motion carried unanimously.

A. March 19, 2026 City Council Meeting Minutes

APPROVED 5-0

B. March 19, 2026 Executive Session Minutes

APPROVED 5-0

New Agenda Items

A. 2025 Georgia Municipal Association (GMA) Safety Grant & Liability Management Grant

Jan Hoard of the Georgia Municipal Association (GMA) presented the City with a \$20,000 check that covered a GMA Safety Grant in the amount of \$10,000, and the GMA Liability Management Grant for \$10,000. The Mayor said receiving these grants was a testament to the City's strong Human Resources Department.

B. Mid-year Cost of Living Adjustment (COLA) and corresponding upward adjustment to the City's pay scale.

City Manager Justin Strickland asked Council to approve a 2% cost of living adjustment (COLA) for all employees. He said pay had kept up with inflation until the years after COVID. Strickland said they did a 2% COLA at the beginning of the fiscal year in October, which did not match the consumer price index (CPI) at the time of 2.9%. One part of his request was for the extra 1% they did not do in October.

The other reason was because they would be doing a compensation study soon, and a COLA now would lessen the pain of the increases required to keep

Peachtree City competitive in the market. He noted the market was still heavily competitive, especially in Public Safety.

There were funds to cover the COLA without dipping into reserves. Strickland said salary savings this year were \$902,991, and the increase would be \$255,991 for the remainder of the year.

Strickland suggested he read the motion before Council's discussion: To approve the proposed 2% mid-year COLA effective retroactive to the beginning of the current pay period, March 23, 2026, and a 2% upward adjustment to the City's pay scale. "So moved," said Polacek, and Johnson seconded.

Holland asked Strickland why the COLA was 2%, instead of 1%. Strickland explained they were already 6% behind CPI from 2020 and that he wanted to bridge the salary gap a little more before the compensation study.

Brown said she would not support this COLA even if there was money leftover from salaries. If Council approved 2% right now, pay would be 1.3% greater than if they had approved 2.7% for fiscal year 2026. A pay adjustment would move forward for perpetuity for all future years. They were close to starting the budget discussion for 2027, and a COLA now would put them out of sync with what should be an annual pay adjustment associated with inflationary factors, she said. However, Brown stated she could support a 1% COLA.

The motion was approved 4-1, with Holland, Johnson, Learnard, and Polacek voting in favor, and Brown in opposition.

Work Session Discussion Items

A. Fire Station 85 – Construction Manager at Risk (CMAR) Procurement

At the beginning of March, Fire Chief Clint Murphy related, they put out a request for proposals (RFP) and had 15 contractors attended the pre-bid meeting, and 14 submitted proposals. He said it took some time to go through that many proposals, but they had finished scoring them and now they were being matched with the prices. This should be before Council for a complete presentation and a vote at the next meeting or the one after, Murphy promised.

Learnard asked if there were any major surprises, and Murphy said he did not think so, and Finance had told him everyone was in the range they had anticipated. Holland then asked Murphy if the bids were within the anticipated range, and he said he did not see the bids, but Finance had described them as "tight together."

Assistant City Manager Chris Hobby explained they were asking for construction management at this point. The only thing the RFPs included was the percentage the contractors would charge. He said some were as high as 6% of the total project cost, but others were much lower. They were compiling the figures but should be

ready in two weeks, Hobby reported.

Strickland added that this project was similar to the Lake Peachtree and the Gateway bridges where Kiewit had contractors bid on all projects at once with percentages of their fees. The winner would present a “not to exceed” amount for the actual construction.

B. Peachtree Parkway at Robinson Road Intersection Improvements

City Engineer Dave Borkowski said this was a 2023 Special Purpose Local Option Sales Tax (SPLOST) project. They would update the previous traffic study and verify the numbers, then develop 30% design and cost estimates for the alternatives that were in the original traffic study. Those alternatives were a regular traffic signal and turn lanes or a roundabout.

They had solicited proposals from three firms and were currently reviewing them. He expected the cost to be less than \$150,000.

Brown said that intersection had a significant path crossing because of Braelinn Elementary. Where would they put the cart crossing on Peachtree Parkway? Borkowski said that would be part of this design process. Brown said she saw a lot of near misses at that intersection and suggested it would be simpler to move the cart crossing about 200 feet down the Parkway. Strickland said they had talked about that.

How long would the traffic study take? Johnson asked, and Borkowski replied that it should not take more than a couple of weeks to get updated counts, then three or four weeks for analysis.

Holland asked if this study would tell them what alternative would be the best fit for the intersection? There would be a recommendation to do either a signal or a roundabout, Borkowski stated, and Strickland responded that the 2022 study showed this to be a failing intersection and recommended a roundabout.

Holland asked about the timeline from now to completion. Acquiring easements and moving would add time to the project, Borkowski stated, so it would take at least two or three years. Polacek said he imagined they would schedule construction when school was not in session, and Borkowski agreed.

C. North Hill Path

This was a 2017 SPLOST project that was part of a larger plan for that corridor, Borkowski said. They would be removing the path that cut through North Hill and put it out on the roadside. The project was put out for bids in February with several responses and bids ranging from \$741,000 to \$1.8 million. They would be interviewing the lowest responsive bidder the next day, he noted.

Borkowski said they had met with the HOA to discuss this project. There was a

significant greenbelt between Peachtree Parkway and their road. The greenbelt was about 100 feet wide, and the slope of the land would require the removal of some trees. They would definitely do a tree replanting plan but needed to see what the area looked like once it was cleared.

Learnard asked if the new path would be on City right-of-way in its entirety? It was on City right-of-way and City greenbelt, he replied. No easements would be needed.

Holland asked if there would be a guardrail, and Borkowski said the path would be a good distance from the road for safety reasons, so no guardrail would be needed. Holland said he had a long-term interest in this project and was glad to see it was getting done.

Strickland suggested they stay in contact with the HOA about the planting, and Borkowski said they would. He added that the HOA would also be involved in plans for the sign and the gates that would be replaced.

Brown asked if the path would run through the middle of the greenbelt? It would be 10 or 15 feet off the Parkway because of the slope, Borkowski said, noting that route was closer to the Parkway. This path would connect the two entrances.

Would this path connect to the front of Kedron Hills? Johnson asked. Strickland said it eventually would when they removed the steeper path that went to Kedron Hills and replaced it with another along the Parkway. That was not part of this phase, though.

D. Alcohol Ordinance Amendment and Fee Schedule Update

Polacek said he wanted to discuss an ordinance amendment to allow for entertainment districts, which under the current ordinance would apply only to The Avenue. Businesses at The Avenue as well as The Avenue management had requested this, and Council discussed, but tabled, a proposal in November 2025.

The Police had approved of this plan and had no concerns, Polacek noted, pointing out that the City already allowed open-container at The Avenue during special events throughout the year, and this proposal would build on that model. He said they would utilize safety and branding protocols such as designated plastic cups and clear boundaries that would be strictly enforced.

He said he appreciated the comments heard earlier, and those concerns were why this would be initiated as a 12-month pilot program. It had been tested with special events, and the pilot program would give them a chance to see how it would work on a daily basis through a measured approach that allowed the City to make adjustments or halt the program completely if necessary.

Open-container policies encouraged visitors to extend their stay in an area, which usually meant they would spend more money, Polacek remarked. He mentioned how The Avenue had evolved over the years from strictly a shopping center to more of a destination for all generations to gather. At its core, he concluded, this was about balance and successfully keeping strong safeguards in place while taking a thoughtful step in supporting local businesses.

Brown said she opposed the establishment of entertainment districts for multiple reasons. She stated they should not be concerned that other cities had such districts but should do what was best for citizens, not just merchants. She also mentioned that other shopping areas might be prompted to make the physical changes required to allow them to apply for entertainment district status. She mentioned a potential Huddleston entertainment district and said she did not want Peachtree City to have a reputation as a walking party city.

Brown objected to language that called this a modernization of the ordinance, saying the ordinance was not outdated; it protected citizens, especially impressionable minor children, by limiting alcohol consumption to the footprint of a restaurant. She believed citizens still wanted that level of control. Brown also commented that this would increase the potential for underage drinking, and enforcement would be a problem.

Brown said the fee of \$500 for a year amounted to \$1.37 a day and additional Police presence would be required to patrol the entertainment district. How much would that cost the taxpayers? She said the entertainment district would lure people to Peachtree City to drink, with rowdy behavior and intoxicated driving as a consequence.

Brown stated that Peachtree City was known for its commitment to family values and ethics that set it apart from other Atlanta suburbs. She said allowing for these “sip and shop” districts would be in opposition to that. If merchants could not stay in business without public drinking, then they needed a new business model, she stated.

Brown went on to say she was a Christian conservative grandmother of three teens, and she did not support this. She said Peachtree City should stand alone, apart from the others, and predicted it would be standing after those cities had failed. If someone wanted to live in a party city, she advised, they should move to one, not try to make Peachtree City into one.

Johnson noted that The Avenue was the only shopping area that met the criteria now, but there could be others in the future. She said she was not in favor. A lot of areas that had open-container offered off-site parking. However, the parking at The Avenue was in between business places and close to pedestrian areas. She did not feel that was safe. During special events, the area was more patrolled. Johnson also mentioned that there were already many places to drink and mingle in

Peachtree City that did not involve walking around with children and teens.

Johnson said she wanted to make clear that while she did not drink alcohol herself, that was not the reason for her opposition. She stated she was not on Council to push her personal beliefs but to make decisions that she felt were best for the city.

At the earlier discussion, Holland recalled that the Police had said they did not object to this and asked Chief Janet Moon if that was still true. Moon said they had looked at the data, and also that she was familiar with these districts from working in another city, and said it did not constitute a large issue there. If this were the will of the Council, Moon said the Police Department had no objections.

Holland remarked that he no longer drank but understood that many people in the community wanted the opportunity to “sip and shop” so he was in favor of giving it a trial for one year.

The Mayor asked Kelly Lawrence, the marketing manager for The Avenue Peachtree City, if she would like to speak. Lawrence thanked Council for considering this. She commented that The Avenue served as sort of an unofficial downtown for Peachtree City, and they were trying to lean into that by offering opportunities for community gatherings. Lawrence said they valued their relationship with the Police and would work with everyone to make sure this pilot program went smoothly.

Learnard said she was in favor of moving this forward, adding that she would be more hesitant except for the fact that they had such a good relationship with the business owners and management at The Avenue. She looked forward to seeing this on an upcoming agenda.

Meeker pointed out that they were talking about a one-year pilot program. The City issued licenses for the calendar year, so if they got a license, it would be valid only through December 31. City Clerk Yasmin Julio said this required a lot of information to be submitted by the applicant and just because the ordinance was approved, it did not mean the applicant would be approved immediately.

E. City Council FY27 Budget Goals

They were now halfway through fiscal year 2026, Strickland stated, and it was time to begin preparing the FY 2027 budget. The annual comprehensive financial report had been submitted to the State on March 31, he remarked, and the auditor would be at the June 4 meeting to brief Council.

Right now they were through 51% of expenditure through these two quarters, and 66% of budgeted revenues had been collected. Strickland explained that imbalance was because property taxes, the main source of revenue, came in during the first or second quarter. Spending would catch up with revenues before the end of the fiscal year.

Tonight, he wanted Council to discuss any high-level goals they had for FY 27. He listed some things he knew of already, including three new fire fighters for Station 85, saying that would allow the new station to be fully staffed when it opened. A new administrative assistant was needed to meet increased demands at the Police Department, and he wanted to create an Assistant Director position for Planning and Zoning.

CPI was at 2.4% in January, and Strickland said it was policy to match CPI with COLA, if feasible. He noted that fuel prices were rising and would keep tabs on those costs during the budgeting process. Revenue sources, such as franchise fees, sales tax, and property taxes, were coming in as expected right now.

They discussed a facilities bond at the January retreat, and Strickland said they needed to decide on this during this calendar year. He was thinking of a bond of \$7 to \$9 million matched with reserves in the same amount. He noted that they had discussed progression funding for staff and what that would look like.

Learnard asked if he had a list of the priorities they identified at the retreat?

Strickland named Kedron, Police Department renovations, including the gun range and the current PD building, and the multi-purpose field at Braelinn. He said he would like to put the remainder of the LED field lighting on the list as well as LED lighting for the courts at the Tennis Center.

She said she did not have much to add except for hockey phase I. There were several SPLOST items to prioritize, including the Drake restrooms, and \$1.2 million in playground improvements at Braelinn and Battery Way. They would need to find funding for parking and restrooms at Battery Way. She noted that for approximately \$300,000 to be spent on the hockey rink, they could abide by their stated priority of maintaining existing facilities.

Polacek said he could support all that. He remarked that they were waiting to see what the impact of new State legislation would be. Strickland said he did not believe the bill would force them to do anything besides capping property taxes. Homestead, he noted, was already capped via House Bill 581, but this bill would cap every property, including industrial and commercial. The cities and the County would have the option of imposing a Local Homestead Option Sales Tax. Polacek said they needed to see if further homestead exemptions would make more sense than millage rate cuts.

Johnson said she agreed with what had been discussed and added that she was excited about forming a new Youth Council. She asked about flashing lights at school zones, saying she believed that was already in a plan. Strickland said they were replacing all the school zone signs with flashing LED signs. They had already done a couple of schools, but would be doing all of them eventually.

Johnson then mentioned the possibility of starting a gymnastics program, saying there was interest among citizens. The new Assistant Recreation Director had experience running such programs and proposed starting small.

Brown said she hoped department heads would submit the same numbers of 2027 as they did for 2026 because there were so many unknown factors. She said it was easier to add things than to cut things out. Strickland said he thought staff did a good job of that last year.

Holland said his top issue was to move forward on the veterans' park on Kelly Drive. He also agreed with Johnson that the Youth Council was important to train teens for the future. He did not want Council to forget about Battery Way restrooms.

The Peachtree City Hockey Association had presented them with a two-phase program. Phase I was to fix up the old building that was 40 years old. Phase II called for a hockey building with two roller hockey rinks. Maybe the facilities bonds could be used for that. He was in favor of fixing what they had now, but he did not want to lose sight of future needs. Holland then said he would like to see lighting on the men's softball fields and that the multi-use field at Braelinn needed to be put in the budget.

He mentioned a dangerous cart crossing at Kelly Drive and said a HAWK light would be useful there. Strickland said that it could be a grant or SPLOST expenditure. Holland then said village signs were needed throughout the city. He also thought they should make the speed limit 25 mph on all streets that were not controlled by the State, and the Mayor reminded him that they needed to stick to the budget conversation.

Strickland said Drake Field was a SPLOST project that would be going out to bid soon, and Battery Way playground and parking lot, also SPLOST projects, would be, too. The park on Kelly Drive was a SPLOST project, as was village signage, which the Transportation Advisory Group (TAG) was looking at now.

He said he thought there was agreement to look at the hockey upgrades. Holland asked for a study of the costs of putting in twin rinks. Learnard said she did not think they needed to do a deep dive right now but said a "back of the napkin" estimate would be okay. Polacek and Johnson agreed. Brown said there was certainly a need, but she did not know if the larger facility would work on the site.

Strickland asked about gymnastics, saying they would start with little kids in one room at Glenloch. Council agreed that they should look into that.

Council/Staff Topics

1. Annual reports

Brown said she would be meeting with Strickland about the annual reports rather than

bring them up in the meeting as she had planned.

2. Name for path system

She mentioned that Fayette Forward wanted to name the path system, and she didn't think they should name the paths in Peachtree City. Brown wanted to name Peachtree City's network the Peachtree Pathway and said she was putting a presentation together for the next meeting.

3. Parking ordinance

Brown mentioned that the Planning Commission had recommended changes to the parking ordinance, and she wanted to know if those would be adopted. Strickland said it would come to Council in May.

4. Statement

Brown then read a statement: *"I was elected in November of 2023 and sworn in on January 4th of 2024. The ink was barely dry on my oath of office when the Mayor scheduled our first retreat on January 25th and 6th of 2024. It was held in the Fayetteville City Hall. Retreats are public hearings. Anyone may attend and listen. It was not videotaped. It was not audiotaped. No citizens attended. We made a wish list of things we'd like to see in Peachtree City. The mayor planned our second retreat on July 30th and 31st of 2024. It was held in Suwannee. I strongly objected to holding it there instead of in Peachtree City based on cost, the lack of transparency, and Frank's health. It was not videotaped. It was supposed to be audiotaped, but after the retreat I was told there were no audiotapes. No citizens attended that meeting. The mayor planned our third retreat on February 10th and 11th of 2025 at Trilith. I asked if it would be live streamed, and it was. In fact, the videos of that retreat are still on the city website so anyone can watch it. It was open to the public, two citizens attended, and that meeting had full transparency.*

The Mayor planned our fourth retreat to be held on January 29th and 30th of 2026 in Kennesaw. It was held just days after Michael Polacek was sworn in. I asked if it would be live streamed. It wasn't. It was not videotaped. It was supposed to be audio taped, but after the retreat, the presentation given by Niki Vanderslice was not on the audio recordings given to James Clifton in response to open records request. All of Niki Vanderslice's presentation was missing. It was during her presentation that data centers, annexation, rezoning and TDK were discussed. Although it was a public meeting, no citizens drove to Kennesaw to attend.

When I learned from the city clerk that the retreat would not be live streamed or videotaped, I bought a digital audio recorder. Remember, it's a public meeting. Anyone who is attending is permitted to make a reporting, including Councilman. I didn't want to rely on anyone else to record it after the prior mishap, so I purchased an audio recorder. I should have purchased a better one. On the morning of January 29th, I made no attempt to hide that I was recording. My audio recorder sat on the table in front of me. I joked with Martha who was sitting beside me as she read the instructions for the audio recorder that Jasmine had just handed her. Martha knew I had a recorder

and was use was using it again. It's perfectly legal.

That was the day the city directors joined us mid-morning. That segment of our retreat ran quite late, well past the time allotted, very late in the afternoon after. Directors left. Niki Vanderslice started her presentation. She spoke about a lot of things. She outlined some details about that Fayette County Development Authority. She spoke about the flight school that operates at Falcon Field that recently received a sizable grant to expand their operation. Niki emphasized that there is very little land available in close proximity to the airport for them to build a real flight school. Among a lot of other things, she spoke about the 1,100 acres in Coweta County just across Line Creek from the airport. She said we could annex the land, and we could have the ability and power to rezone it to whatever we wanted since we have run out of large tracts of industrial land.

Niki explained the Fayetteville, Fayette County and Fayette County School Board will all be able to reduce the residential homesteaded property taxes to almost zero when the QTS data center is completed. She emphasized that we, Peachtree City, would not be able to lower homesteaded property taxes because we won't get a share of the revenue from QTS. The implication being that Peachtree City needs a data center to generate a similar windfall of tax revenue. But if we annex the 1100 acres, we would need to open a road to that property for our police, fire and EMS to get there within allowable response times. And opening TDK is simply not acceptable to me.

At one point I thought we were venturing into topics that should be discussed in executive session. Of the Council. Yasmin said it was not a covered subject for executive session, so the discussion continued. I think we should reopen the meeting minutes, and Martha should do a new set of minutes that clearly outlines all of the things discussed during Niki Vanderslice's presentation. That would be full transparency.

The city issued a letter to local news outlets claiming the topics discussed by Niki Vanderslice were not discussed, and there was a lot of misinformation being circulated on social media that also needs to be corrected. The second day of the retreat was pretty tame compared to Niki's portion. When the city received the open records request for the audio files, city staff reached out to Martha. Not to me or anyone else who attended. James Clifton reported the missing part of the recordings during public comment on March 5th. By that time, I already knew that my audio recording of Niki Vanderslice's portion was not really audible. No matter how loud I turned the volume, I could hardly hear any of it. My recording was useless, but one of Martha's recordings cut off before Niki's presentation. And why did one of the four files provided to James have a date approximately 10 days after the retreat, since it's my understanding that files copied from one device or another location to another get saved with the same name and date. As the original, unless they are modified or the name is changed and then saved.

So on March 17th, in an attempt to learn what had happened with Martha's missing recording, I reached out to Ted Meeker. He said he would look into it. On March 19th at

6:20 PM, I handed James Clifton my recorder just before the City Council meeting began right here in this chamber. By Monday, March 23rd, the e-mail went to all council members asking if they had recorded the retreat. I asked for a copy of the open records request regarding who filed it, The response said it was for James Clifton's open record request and that city staff had been told that I had a recorder at the retreat. I got the recorder back from James, took my device containing all my original recordings to Yasmin at 10 AM on Wednesday, March 25th. Additionally, when Ted looked into the situation as I had asked, he learned that there was yet another staff member in attendance who had recorded the retreat. Ironically, it was that third recording that was provided to James Clifton that contained a decent copy of Niki Vanderslice's presentation at the retreat.

As they look at this entire manner, I have a few overarching editorial comments to make. Every retreat in the future should be held in our own council chamber where we can properly live stream the entire event retreat and place a video on our YouTube channel. That might avoid the need that I felt to audio record it after the issues during prior retreats. Live streaming the retreat and posting the video would actually be transparency. Plus holding all retreats locally would save a lot of money. Our next retreat is tentatively scheduled for August 27th and 28th. I hope we have transparency, live stream videos, and no controversial presentations. And no, I'm not going to resign.”

5. Strategic Plan

Holland said he had talked to several Council members about the need for a strategic long-term plan for the City, similar to what the City's founders had created. A lot of the work had already been done through the Recreation Master Plan and the Comprehensive Plan. He thought they should look at what they wanted for the City in 25 or 50 years and pass it on to future Councils.

Executive Session

Johnson moved to adjourn to executive session at 8:11 p.m. to discuss pending or threatened litigation and real estate. Holland seconded. Motion carried unanimously.

Brown moved to adjourn from Executive Session at 8:47 p.m. Holland seconded. Motion carried unanimously.

Johnson made the motion to deny the claim by Palmetto Properties. Brown seconded. Motion carried 5-0.

Brown made the motion to authorize the negotiation for Sumner Road easement. Holland seconded. Motion carried 5-0.

Adjourn

With no more business to come before Council, Brown moved to adjourn the meeting. Holland seconded. Motion carried unanimously.

The meeting adjourned at 8:48 p.m.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Kelly Bush, Financial & Administrative Services Director 04/09/2026
Chris Hobby, Assistant City Manager 04/09/2026
Justin Strickland, City Manager 04/09/2026

DATE: April 16, 2026

SUBJECT: FY2026 Budget Amendment — Recreation Department

Recommendation:

Approve the attached 26-21 amendment to the fiscal year 2026 budget resolution to reallocate funds between departments for Recreation Programs.

Discussion:

During the development of the Fiscal Year 2026 initial budget request, the Recreation Director submitted a budget aligned with the amended Fiscal Year 2025 budget. However, departments were required to remain within the original Fiscal Year 2025 budget levels, which resulted in several events not being included in the Fiscal Year 2026 budget. This reallocation request provides funding for those events. The amendment also includes funding to convert the Braelinn pickleball courts back to tennis courts. This amendment does not increase the fiscal year budget, but reallocates funding from general contingency to the recreation department.

Budget Impact:

Reallocates funds between departments.

Attachments:

1. Budget Amendment 26-21 Recreation Special Events
2. 2026 Special Events Budget Amendment \$ 40,000

**PEACHTREE CITY
RECREATION & SPECIAL EVENTS
AMENDMENT REQUEST**

	DEPARTMENT HEAD REQUESTED BUDGET FY 26	EXPENDED	BUDGETED	AMENDMENT REQUEST	FUNDING SOURCE
FOOD TRUCK THURSDAY (OCT-NOV, MAY-SEPT)	\$0.00	\$0.00	\$0.00	\$0.00	100-6110-52230-EVT-0112-RENTALS
FOOD TRUCK THURSDAY	\$150.00	\$0.00	\$0.00	\$150.00	100-6110-52230-EVT-0112-OPERATING SUPPLIES
FOOD TRUCK THURSDAY	\$125.00	\$0.00	\$0.00	\$125.00	100-6110-52330-EVT-0112-ADVERTISING
FALL FESTIVAL (OCTOBER)	\$400.00	\$0.00		\$0.00	100-6110-522330-EVT-0111-RENTALS
FALL FESTIVAL (OCTOBER)	\$175.00	\$0.00		\$0.00	100-6110-522330-EVT-0111-ADVERTISING
FALL FESTIVAL (OCTOBER)	\$4,375.00	\$3,594.01	\$4,375.00	\$0.00	100-6110-531175-EVT-0111 OPERATING SUPPLIES
VETERANS DAY CEREMONY (NOVEMBER)	\$0.00	\$0.00		\$0.00	100-6110-522300-EVET-0115-RENTALS
VETERANS DAY CEREMONY (NOVEMBER)	\$800.00	\$324.20	\$0.00	\$0.00	100-6110-522300-EVT-0115-OPERATING SUPPLIES
HOMETOWN HOLIDAY (DECEMBER)	\$18,600.00	\$18,600.00	\$18,600.00	\$0.00	100-6110-573105-EVT-0028-RENTALS
HOMETOWN HOLIDAY (DECEMBER)	\$4,560.00	\$4,560.00	\$4,560.00	\$0.00	100-6110-531175-EVT-0028-OPERATING SUPPLIES
FATHER DAUGHTER (FEBRUARY)	\$5,900.00	\$4,645.53		\$0.00	100-6110-531175-EVT-0031-OPERATING SUPPLIES
PARENTS NIGHT OUT (4 TIMES)	\$1,000.00	\$0.00		\$1,000.00	100-6110-521330-NON SUPPORT
PERFECT DATE FAMILY FORMAL (APRIL)	\$4,500.00	\$0.00		\$0.00	100-6110-521330-NON SUPPORT
KENTUCKY DERBY DAY (MAY)	\$2,000.00	\$3,808.03		\$2,000.00	100-6110-521330-EVT-0029-NON SUPPORT
KIDS TO PARK (MAY)	\$1,000.00	\$0.00		\$1,000.00	100-6110-531175-EVT-0109-OPERATING SUPPLIES
MEMORIAL DAY CERMONY (MAY)	\$800.00	\$0.00		\$800.00	100-6110-531175-EVT-0113 OPERATING SUPPLIES
MEMORIAL DAY CERMONY (MAY)	\$50.00	\$0.00		\$50.00	100-6110-523300-EVT-0113 ADVERTISING
POOLCHELLA (JUNE)	\$2,000.00	\$0.00		\$2,000.00	100-6110-*521330 NON SUPPORT
SUNSET SOUNDS (JUNE)	\$16,100.00	\$0.00		\$5,000.00	100-6110-531175-EVT-0082-OPERATING SUPPLIES
SUNSET SOUNDS (JUNE)	\$150.00	\$0.00		\$150.00	100-6110-523300-EVT-0082-ADVERTISING
SUNSET SOUNDS (JUNE)	\$1,600.00	\$480.00		\$6,000.00	100-6110-522300-EVT-0082-RENTALS
FIFA WATCH PARTIES	\$0.00	\$0.00		\$1,500.00	100-6110-521130-NON SUPPORT
JULY 4TH PARADE & FIREWORKS	\$2,350.00	\$0.00		\$0.00	100-6110-531175-EVT-0001-OPERATING SUPPLIES
JULY 4TH PARADE & FIREWORKS	\$5,000.00	\$0.00		\$0.00	100-6110-522300-EVT-0001-RENTALS
JULY 4TH CEREMONY	\$0.00	\$0.00		\$0.00	100-531175-EVT-0001-OPERATING SUPPLIES
JULY 4TH FIREWORKS	\$42,000.00		\$42,000.00	\$0.00	100-6110-521320-4TH OF JULY SERVICES
PUPPLE HEART CEREMONY (AUGUST)	\$800.00	\$0.00		\$800.00	100-6110-531175-EVT-0114-OPERATING SUPPLIES
BACK TO SCHOOL BASH (AUGUST)	\$750.00	\$0.00		\$750.00	100-6110-522300-EVT-0110-RENTALS
BACK TO SCHOOL BASH (AUGUST)	\$150.00	\$0.00		\$150.00	100-6110-523300-EVT-0110-ADVERTISING
BACK TO SCHOOL BASH (AUGUST)	\$5,700.00	\$0.00		\$5,700.00	100-6110-531175-EVT-0110-OPERATING SUPPLIES
FAMILY FOOTBALL (4 DATES)		\$13,423.00		\$3,000.00	100-6110-521330-NON SUPPORT

SEPTEMBER 11TH CEREMONY	\$0.00	\$0.00		\$500.00	100-6110-521330-NON SUPPORT
MOTHER SON NIGHT	\$4,500.00	\$0.00		\$4,500.00	100-6110-521330-NON SUPPORT
SHAKERAG FESTIVAL	\$1,300.00	\$0.00		\$1,300.00	100-6110-522300-EVT-0023-RENTALS
SHAKERAG FESTIVAL	\$175.00	\$0.00		\$175.00	100-6110-523300-EVT-0023-ADVERTISING
SHAKERAG FESTIVAL	\$1,500.00	\$0.00		\$1,500.00	100-6110-523300-EVT-0023-NON SUPPORT
STAFF TRAINING					
TOTAL	\$128,510.00	\$49,434.77	\$69,535.00	\$38,150.00	
100-6110-521330-NON SUPPORT				\$16,000.00	
100-6110-52233300-RENTALS				\$8,050.00	
100-6110-531175-OPERATING				\$13,450.00	
100-6110-52330-ADVERTISING				\$650.00	
STAFF TRAINING				\$0.00	
TOTAL				\$ 38,150.00	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council
VIA: Justin Strickland, City Manager
FROM: Justin Strickland, City Manager 04/09/2026
DATE: April 16, 2026
SUBJECT: 03-26-07 Budget Amendment and Purchase of Property at 107 Guthrie Way — Parcel No. 0614 078, 1.03 acres

Recommendation:

Approve the contract to purchase the property at 107 Guthrie Way in the amount of \$3,000,000.00 and approve the attached budget amendment.

Discussion:

This purchase is for a property within the same cul-de-sac as the recently purchased gun range property. The purpose of the purchase is to convert the building into administrative offices for both the Police and Fire Departments.

Budget Impact:

Increase the FY26 Budget by \$3,000,000 using cash reserves.

Attachments:

1. Contract for Sale of Property PTC and Boguee Development LLC - 107 Guthrie Way - FINAL
2. Budget Amendment 26-20 107 Guthrie Way
3. Exhibit A 107 Guthrie Way
4. Exhibit B 107 Guthrie Way
5. Exhibit C 107 Guthrie Way

CONTRACT FOR THE ACQUISITION OF REAL ESTATE

THIS AGREEMENT (the “Contract”) made and entered into by and between **BOGEE DEVELOPMENT, LLC, a Georgia Limited Liability Company** (“Seller”), and **PEACHTREE CITY, GEORGIA**, a Georgia Municipal Corporation (“Purchaser”),

WITNESSETH: THAT

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

1. **Purchase and Sale.** Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell and Purchaser agrees to purchase that certain property consisting of 1.03 +/- acres, said property known as 107 Guthrie Way, Peachtree City, Fayette County, Georgia, and being further identified as Tax Parcel ID No. 0614 078 according to the Tax Assessor of Fayette County, Georgia, said property being shown on Exhibit “A” attached hereto and made a part hereof, and more particularly described in the legal description set forth in Exhibit “B” attached hereto and made a part hereof (hereinafter referred to collectively as the “Premises”). Purchase shall also include the list of furniture and furnishings with a description set forth in Exhibit “C”.

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

3. **Purchase Price.** The purchase price (the “Purchase Price”) for the Premises, subject to all adjustment and credits hereinafter provided, shall be Three Million Dollars (\$3,000,000.00) to be paid by wire transfer of immediately available funds at Closing (as said term is defined in Paragraph 6(a)) inclusive of all Extension Fees (as said term is defined in Paragraph 5(d)) paid by Purchaser to the Closing (as said term is defined in Paragraph 6(a)).

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

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

(b) Seller owns and will convey to Purchaser at Closing unencumbered property rights to the Premises, with title to such property insurable by a title insurance company designated by Purchaser (the “Title Insurer”) in the full amount of the Purchase Price, in the current ALTA form for the state where the Premises is located, at standard published rates, free and clear of all restrictions, liens, encumbrances, assessments, leases, options, and other exceptions of every kind and character except for (collectively the “Permitted Exceptions”): (i) all matters recorded and

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

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

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

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

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

(g) Seller has received no notice of and has no knowledge of any Contaminants (as said term is hereinafter defined) that have been deposited, discharged, placed or disposed of at, on, under or near the Premises, nor has any portion of the Premises been used as a landfill or for the disposal, storage, sale, treatment, processing or other handling of any Contaminants. For purposes of this Contract, the term "Contaminants" shall mean pollutants, contaminants, toxic waste and other substances (including but not limited to asbestos and to petroleum and petroleum-based products and related constituents), the removal of which is required or the disposal or use of which is regulated, restricted, prohibited or penalized by any Federal, State, or local law or ordinance applicable to the Premises relating to pollution or protection of the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and all State laws relating to underground storage tank facilities. Seller has received no notice that any portion of the Premises constitutes "wetlands" as that term is defined by the United States Corp of Engineers or the United States Environmental Protection Agency or is subject to regulation as "wetlands" under any State or local law, rule or regulation.

(h) To Seller's best knowledge no part of the Premises is located in a flood zone as such is identified by Federal, State or local agencies.

(i) Between the Contract Date and the Closing Date, neither the zoning of nor the physical condition of the Premises will be changed.

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

5. **Conditions Precedent.**

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

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

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

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

(4) [Intentionally deleted].

(5) [Intentionally deleted].

(6) [Intentionally deleted].

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

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

(9) [Intentionally deleted.]

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

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

(c) In the event Purchaser fails and/or refuses to give written notice to Seller of the satisfaction (or waiver) of a condition set forth above within the stipulated period set forth above for the satisfaction of such condition, or in the event Purchaser provides Seller with written notice within the stipulated period set forth above for the satisfaction of a condition that it shall be unable to satisfy such condition within such stipulated period, this Contract shall be deemed terminated without the necessity of further documentation, and neither party to this Contract shall thereafter have any further right or claim against the other hereunder, except that in the event this Contract is terminated based upon the non-satisfaction or non-waiver of one or more of Paragraphs 5(a)(7), 5(a)(8), and 5(a)(10) above, Purchaser shall pay to Seller, upon the demand of Seller, the sum of \$100.00 (the "Termination Fee") as additional consideration to Seller for entering into this Contract and for providing this right of termination, and except for those matters to survive the termination of this Contract pursuant to the expressed terms of this Contract.

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

6. Closing.

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

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

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

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

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

7. **Default.** In the event the purchase and sale of the Premises to the Purchaser pursuant to this Contract is not closed and consummated through default by Purchaser, then Purchaser shall pay to Seller, as the full and only liquidated damages for such default of Purchaser and as the sole remedy of Seller for any such default by Purchaser, the sum of Five Thousand Dollars (\$5,000.00) in readily available funds, it being acknowledged and agreed that Seller's actual damages would be difficult (if not impossible) to ascertain, and upon such payment neither of the parties hereto shall have any rights, duties, obligations, or liabilities hereunder whatsoever.

In the event of a default by Seller hereunder, Purchaser may terminate this Contract and recover from Seller its damages arising out of or relating to this Contract and its investigation of and plans for development of the Premises, or may pursue an action against Seller for specific performance, in addition to the other remedies of Purchaser at law, in equity, or under this Contract. The terms of this Paragraph shall survive the termination of this Contract notwithstanding anything contained in this Contract to the contrary.

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

9. **Notices.** Whenever any notice is required or permitted under this Agreement, such notice shall be in writing and shall be delivered in person, or transmitted by facsimile or electronic mail communication, or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, or sent by FedEx, Express Mail, or other reputable overnight delivery service, to the addresses set forth below, or at such other address or facsimile number as a party may specify by written notice delivered in accordance herewith:

SELLER: Bogee Development, LLC
Attn: _____

with a copy to:

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

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

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

10. **Miscellaneous.**

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

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

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

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

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

(f) No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing, and such amendment is executed by all of the parties to this Contract. This provision may not be orally waived.

(g) No waiver or consent permitted or contemplated by this Contract shall be effective or binding on any of the parties hereto unless the same is in writing and delivered and received from one party to the other.

(h) The captions and headings of the paragraphs contained in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs, or in any way affect this Contract.

(i) Time shall not be of the essence in this Contract, except with respect to the Closing Date.

(j) Possession of the rights to the Premises shall be delivered by Seller to Purchaser no later than the Closing Date.

(k) This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

(l) All representation, warranties, and agreements which are contained in this Contract shall survive the Closing, and any investigation made by or any actual or constructive notice of Purchaser, and shall not be deemed to be merged into the deed or into any of the other documents executed and delivered at the time of Closing.

(m) In the event that any notice or performance date hereunder shall be required to be performed on a weekend or legal holiday, then such date shall automatically be extended to the next regular business day.

(n) Purchaser shall have the right to assign this Contract, and its rights hereunder, in whole or in part, at any time and from time to time, to any third party or entity; in each instance, such assignee shall assume all obligations of Purchaser hereunder, and shall agree to execute all documents which Purchaser is obligated to execute pursuant to the terms and provisions of this Contract; upon such assignment as herein authorized and permitted, Purchaser shall be fully and completely discharged of all of Purchaser's duties, obligations, and liabilities hereunder to the extent of such assignment.

(o) The risk of loss or damage to the Premises by fire or other casualty up to the Closing is assumed by Seller.

(p) Within five (5) days of the Contract Date, Seller shall deliver to Purchaser copies of all surveys, civil documents, test reports, and environmental assessments relating to the Premises that are within Seller's possession or control.

(q) In the event of litigation to enforce the rights and obligations under the Contract, the prevailing party shall be entitled to recover against the other party the prevailing party's reasonable attorneys' fees and costs arising out of such litigation.

(r) If any paragraph, section, provision, sentence, clause, or portion of this Contract is determined to be illegal, invalid, or unenforceable, such determination shall in no way affect the legality, validity, or enforceability of any other paragraph, section, provision, sentence, clause, or portion of this Contract, and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties to this Contract.

(s) If, before Closing, all or any portion of the Premises is subject to an eminent domain proceeding or the threat of an eminent domain proceeding, Seller shall promptly provide Purchaser with written notice thereof. After receiving such notice, Purchaser shall have the option of purchasing the Premises subject to such proceedings, without reduction of the Purchase Price, whereupon any awards attributable to the Premises shall be paid to Purchaser, or canceling this Contract without further obligation hereunder.

(t) The "Contract Date" is deemed to be the later of the dates that this Contract has been executed by Seller and by Purchaser, which execution dates are set forth on the signature page hereof for each party.

11. Special Stipulations.

- (a) This Agreement shall be contingent upon Purchaser's sole determination that the Premises can be used for a governmental purpose in accordance with Georgia law and Purchaser's Charter.
- (b) This Agreement shall be subject to the approval of the City Council of Purchaser in a public meeting in accordance with O.C.G.A. § 50-14-1 *et seq.*
- (c) Notwithstanding the provisions contained in Paragraph 3 for establishing the date of closing, in the event this transaction does not close on/or before September 1, 2026, then this Agreement shall expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written below.

SELLER:

As to Seller:

BOGEE DEVELOPMENT, LLC

April ____, 2026

Manager (SEAL)

PURCHASER:

PEACHTREE CITY, GEORGIA

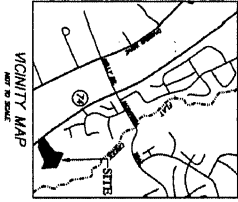
As to Purchaser:

By: _____
Justin Strickland, City Manager

April ____, 2026

ATTEST:

City Clerk [SEAL]



VICINITY MAP
NOT TO SCALE

FINAL PLAT
for
SOUTH 74 INDUSTRIAL PARK
Land Lots 49 & 52, 6th District
Peachtree City, Fayette County, Georgia
Zoned LI
TOTAL SITE ACREAGE: 14.05+/- Ac

Owner/Developer
Culberts Const. Co., Inc.
110 Robertham Dr., STE 132
Fayetteville, Georgia 30214
Phone: 770-461-4248

Engineer
Hamilton Engineering & Design Co., Inc.
P.O. Box 2405
200 Boulevard Drive
Peachtree City, Georgia 30289
Phone: 770-468-9505

(1) Final survey certificate. It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision that all measurements shown hereon actually exist or are marked on the ground and that the boundaries of the lots are correctly shown. The plat conforms to all requirements of Georgia law and the location of the lots is as shown on the plat.

By: Michael J. Harper Date: 8-16-06
Registered Land Surveyor No. 2068

(2) Final plat approved. This plat conforms with the zoning regulations, the land development ordinance and all other requirements for the development of the City of Peachtree City.

City Engineer: David E. Post Date: 8/16/06

Mayor/City Manager: Harold K. Spagnola Date: 9/25/06

City Clerk: Stacy Willy Date: 9/25/06

City Clerk: Stacy Willy Date: 9/25/06

LOT	SQUARE FEET	ACRES	ADJACENT
1	64,262	1.48	ADJACENT
2	31,795	0.72	ADJACENT
3	31,795	0.72	ADJACENT
TOTAL	127,852	2.92	
DEFERRED FROM COMMON AREA	431,271	9.83	
TOTAL DEFERRED FROM COMMON AREA	559,123	12.75	
OUT PARCELS CONVEYED TO RETAIL DEVELOPER	4	0.10	
4-1	13,105	0.30	
4-2	13,105	0.30	
TOTAL	26,210	0.60	
TO BE REDEVELOPED TO CITY	77,159	1.77	
PROFIT-OR-MAY	0	0	
SITE TOTAL	611,435	14.05	0.53

Plattee Street Certificate. The owner of the property at the responsibility of the plattee of all articles, standards and other conditions...
ZONING REQUIREMENTS FOR U ZONING: SEE SHEET 5

(4) Certificate of location. State of Georgia, County of Fayette. The owner of the lot shown on this plat understands that this plat was made from an actual survey, and for the...
MAYOR: Harold K. Spagnola

And further, the owner warrants that he owns the whole title to the property shown hereon, and agrees that the City of Peachtree City and not he holds to the responsibility of maintaining the same in 100% for a period of five years for any claim of...
MAYOR: Harold K. Spagnola

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of August, 2006.
MAYOR: Harold K. Spagnola

City Clerk: Stacy Willy
City Clerk: Stacy Willy

City Clerk: Stacy Willy
City Clerk: Stacy Willy

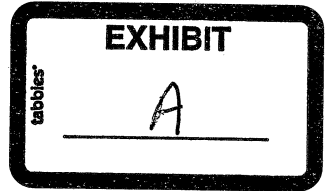
FINAL PLAT FOR: **SOUTH 74 INDUSTRIAL PARK**

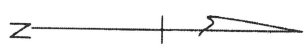
LAND LOTS 49 & 52
6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

REVISIONS:
REVISED 4/18/06 CITY COMMENTS
REVISED 4/22/06 OWNER COMMENTS
REVISED 6/15/06 OWNER COMMENTS
REVISED 8/16/06 CITY COMMENTS

BOSTWICK, DUKE, HARPER & WORTHY, INC.
LAND SURVEYING
10910 WOODSTOCK ROAD
ROSWELL, GEORGIA 30075
770-552-0804

DEAWN BY: TCB
SCALE: 1"=50'
DATE: 10/18/05
JOB NO. 04092





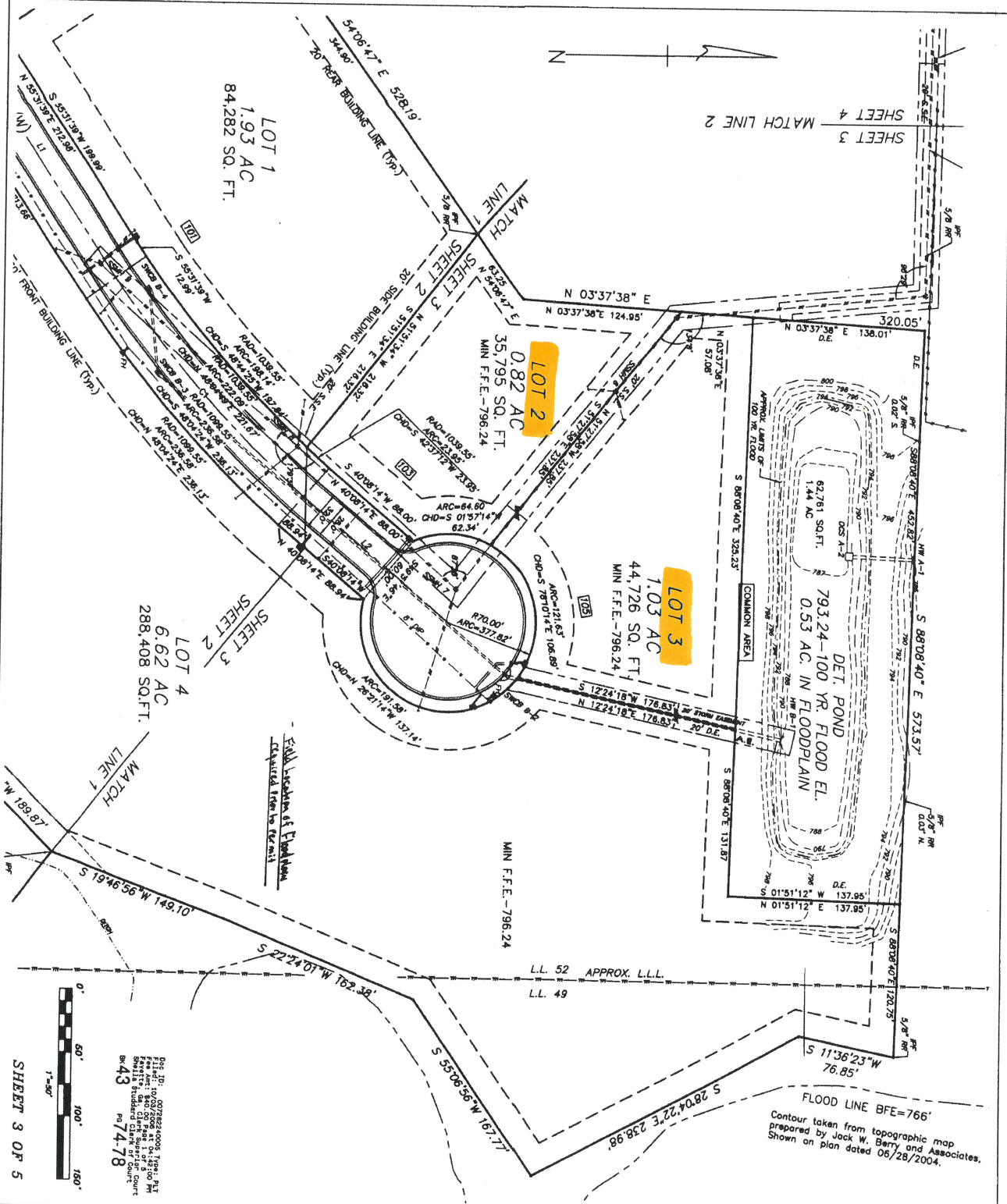
SHEET 3
SHEET 4
MATCH LINE 2

LOT 1
1.93 AC
84,282 SQ. FT.

LOT 2
0.82 AC
35,795 SQ. FT.
MIN F.F.E. - 796.24

LOT 3
1.03 AC
44,726 SQ. FT.
MIN F.F.E. - 796.24

LOT 4
6.62 AC
288,408 SQ. FT.



Dist. ID: 0078234000, Type: PLT
File Name: 0078234000.dwg, Date: 04/18/05 PM
Sheet: 3 of 5
Scale: 1"=50'
Job No: 040922
Rev: 74.78

SHEET 3 OF 5

FINAL PLAT FOR:
SOUTH 74 INDUSTRIAL PARK

LAND LOTS 49 & 52
6TH DISTRICT
PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

REVISED 4/18/08 CITY COMMENTS
REVISED 4/22/08 OWNER COMMENTS
REVISED 6/15/08 OWNER COMMENTS
REVISED 8/18/08 CITY COMMENTS

BOSTWICK, DUKE, HARPER & WORTHY, INC.
LAND SURVEYING
10910 WOODSTOCK ROAD
ROSWELL, GEORGIA 30075
770-552-0804



EXHIBIT B

LEGAL DESCRIPTION

107 GUTHRIE WAY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52 OF THE 6TH LAND DISTRICT OF FAYETTE COUNTY, GEORGIA, BEING LOTS 2 AND 3 OF SOUTH 74 INDUSTRIAL PARK SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 43, PAGES 74-78, AND RE-RECORDED IN PLAT BOOK 43, PAGE 85 RECORDS OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS BYREFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

SUBJECT TO ALL DEED RESTRICTIONS IN LIMITED WARRANTY DEED AT BOOK 1884 PAGE 1 FAYETTE COUNTY, GEORGIA RECORDS.

THE SAME BEING THE PROPERTY CONVEYED TO BOGEE DEVELOPMENT, LLC BY HWG LIMITED PARTNERSHIP, NO. 1, A GEORGIA PARTNERSHIP, BY WARRANTY DEED DATED FEBRUARY 29, 2012, RECORDED IN DEED BOOK 3864, PAGE 250, IN THE RECORDS OF FAYETTE COUNTY, GEORGIA.

Exhibit C

***Most** offices have the Sauder Via Collection*

https://www.sauder.com/collections/via?gad_source=1&gad_campaignid=21210587906&gbraid=0AAAAADlg5LGXQqAvTMcvPaDcvO76IfQDw&gclid=Cj0KCQjwyr3OBhD0ARIsALlo-OllVFkwphLH4pliuvtPwYqurl0a6zG_sdVUhOlgame31XWbTd198A4aAszUEALw_wcB

Jason Robinson- 100

Empty

Front Conference Room 101

Built-in cabinets

Conference room table with Chairs

Side table- metal/tile

TV

Reception 102

Reception desk

Computer chair

Sophie-103

One- Three-Drawer Pedestal

One- Two-Drawer Pedestal

Executive Office Desk Return in Classic Cherry(L shape)

Built-in Cabinet with shelves, drawers, cabinets

Built-in Desk at the front window with 4 drawers

Office Chair

Misty-104

Three-Three Drawer Pedestals

Four-Two Drawer Pedestals

Two Office Chairs

Executive Office Desk Return in Classic Cherry

Hutch- half size

Hutch- full size

Two-Drawer Lateral File Cabinet (one bottom drawer is broken)

Josh-105

Built-in Cabinet with Four Drawers and Four Doors

Couch

Office Chair

Executive Office Desk Return in Classic Cherry (U-shape)

3 drawer pedestals

TV

Glass Conference 106

Empty

Jason-107

Couch

three side tables

Executive Office Desk Return in Classic Cherry

Two-Three Drawer Pedestals

On- two drawer

Office Credenza Desk in Classic Cherry

Built-in with Four Drawers and Four Cabinets

Office Chair

Two Lamps

Elliot-108

Executive Office Desk Return in Classic Cherry (L-shape)

Two Office Chairs

Built in Cabinet/Desk with Fourteen Compartments

One- Three-Three Drawer Pedestals

Two-Drawer Lateral File Cabinet

One guest chair

Break Room

Table and 6 chairs

Lorelai-112

Round Black Table

Two Office Chairs

Built-in Cabinet/desk with Fourteen Compartments

One Three-Drawer Pedestal

Executive Office Desk Return in Classic Cherry (L shape)

One guest chair

Rachel-113

One- Two Drawer Pedestal

One-Three Drawer Pedestal Two Chairs

Office Chair

Built in Cabinet/desk

Executive Office Desk in Classic Cherry

Colin-116

Executive Office Desk Return in Classic Cherry (L-shape)

Two Brown Chairs

Printer Stand with Two Shelves

One- Three Drawer Pedestal

One- Two Drawer Pedestal

Don-124

Two Office Chairs

One-Three Drawer Pedestal

Built in Shelf with Compartments Built in

Desk in Classic Cherry Office Credenza Desk (L Shape)

Tucker-123

One Office Chairs

One- Three Drawer Pedestal

Executive Office Desk in Classic Cherry (L Shape)

Safety -125

Three Office Chairs

Two Executive Office Desks Return in Classic Cherry (L-Shape)

Office Desk

Two-Three Drawer Pedestals

Matt-120

One- Three Drawer Pedestal

Guest Chair

Dark Brown Executive Office Desk with Four Doors (L Shape)

Brad-121

Dark Brown Curved Desk with Three Locking Drawers Dark Brown Straight Desk with Four Glass Doors (U Shape)

One- Two Drawer Pedestal

One- Two Drawer Pedestal

Large Locking Cabinet

One- Two-Drawer Lateral File Cabinet

Melanie-122

Two-Three Drawer Pedestals

One-Two Drawer Pedestals Office Chair

Three Shelf Wooden Bookcase Brown Chair

Executive Office Desk in Cherry

One- Two Drawer Lateral Filing Cabinet with One Locking Drawer

Office Chair

Sean-201

One-Three Drawer Pedestal

One- Two Drawer Pedestal Black Chair

Office Chair

Black Book Shelf with Three Shelves and Three Drawers

Executive Office Desk Return in Classic Cherry (L Shape)

Mike-209

Two Office Chairs

Two-Two Drawer Pedestals

One- Three Drawer Pedestal

Three Shelf Bookcase

Executive Office Desk in Classic Cherry

Irwin-205

Brown Chair Office Chair

Executive Office Desk Return in Classic Cherry (Lshape)

One- Two Drawer Lateral File Cabinet in Classic Cherry

One Three Drawer Pedestal

Office chair

Cole-202

Office Chair

Credenza Desk in Brown Wood (L Shape)

One Three Drawer Pedestal

Justin-207

Executive Office Desk

Two Office Chairs

One- Two Drawer Lateral File Cabinet in Classic Cherry

William-204

One- Two Drawer Pedestal

Office Chair

Brown Guest Chair

Office Credenza Desk in Classic Cherry

Paul-205

Office Guest Chair Brown Chair

One- Three Drawer Pedestal

One- Two Drawer Pedestal

Office Desk (L shape)

Office Chair

Brown bookshelf

Ashley-206

Two Office Chairs

One- Two Drawer Pedestal Hutch

Office Credenza Desk in Classic Cherry

One- Three Drawer Pedestal

Ryan-207

Chair Office Chair

Guest Chair

One- Two Drawer Pedestal

Three-Three Drawer Pedestal

Office Desk in Classic Cherry (L Shape)

Shelf with Eight Compartments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Clint Murphy, Fire Chief 04/09/2026
Angela Egan, Purchasing Manager 04/09/2026
Kelly Bush, Financial & Administrative Services Director 04/09/2026
Chris Hobby, Assistant City Manager 04/09/2026
Justin Strickland, City Manager 04/09/2026

DATE: April 16, 2026

SUBJECT: 04-26-03 Fire Station 85 – Construction Manager at Risk (CMAR) Procurement

Recommendation:

Award a contract for Construction Manager at Risk (CMAR) for the Fire Station 85 project to MEJA Construction in the sum of \$422,500.00.

Discussion:

The City issued a Request for Proposals (RFP) in March to solicit qualified contractors for CMAR services for the Fire Station 85 project. A total of fifteen (15) contractors attended the mandatory pre-proposal meeting, and fourteen (14) proposals were received by the submission deadline of March 10, 2026.

An evaluation committee reviewed the proposals and scored the proposals for their technical merit in accordance with the criteria outlined in the RFP. The scoring was weighted as follows:

- Firm History & Capability – 15 points
- Relevant Experience – 20 points
- Project Personnel – 15 points
- Project Approach – 20 points

The final 30 points were awarded based on their price, which is broken down into their pre-construction costs, their proposed General Conditions & Requirements costs and their Overhead & Profit fee percentage for the project. The lowest cost is awarded the full 30 points, and the rest are allocated points based on a formula based on the lowest fee.

The evaluation team of five staff members plus the consultant project manager

thoroughly reviewed the proposals and completed reference checks on the highest scoring proposer. The combined scores were as follows:

Company	Firm history & capability (15 points)	Relevant Experience (20 points)	Project Personnel (15 points)	Project Approach (20 points)	Pricing Proposal (30 points)	Weighted Score
Albion	12.17	13.50	12.08	15.17	22.08	74.99
Benning Construction	12.50	15.33	12.83	17.17	10.96	68.80
Cooper & Co.	13.08	18.17	12.50	15.67	14.88	74.29
Forza Group	13.42	13.17	10.67	14.00	29.07	80.32
Headley GC	12.00	15.33	11.21	13.17	15.95	67.66
HOAR Construction	12.75	13.33	11.79	16.50	12.25	66.62
Hogan Construction Group	12.83	16.17	13.75	17.25	22.33	82.33
J+R Construction	11.83	15.33	11.38	13.17	25.09	76.80
MEJA Construction	13.92	14.17	12.54	16.75	30.00	87.38
Reves + Young	13.29	18.50	13.75	17.08	11.97	74.60
Rycon	11.92	13.67	12.42	15.33	16.36	69.70
South Tree Commercial	12.67	12.50	11.54	15.83	21.58	74.12
Swinerton	13.08	15.50	12.67	16.00	13.66	70.91
Tuggle Construction	9.50	10.83	9.92	12.67	20.32	63.23

Staff recommends approval of the award of a Construction Manager at Risk (CMAR) contract to MEJA Construction in the amount of \$422,500. This amount includes \$0 for pre-construction services, \$300,000 for General Conditions and Requirements, and an overhead and profit fee of 1.75% applied to the \$7,000,000 construction budget, totaling \$122,500.

Since the initial project concept, the building design has increased in square footage, resulting in a corresponding increase in the estimated construction cost. Upon award, MEJA Construction will work with staff and the project team to further refine the design and pricing to ensure the project is both constructible and cost-effective.

A Guaranteed Maximum Price (GMP) for the construction of Fire Station 85 will be presented to the Mayor and Council for approval prior to the commencement of construction.

Budget Impact:

Funding for this project has been previously approved and is included in the current budget. The current project cost estimate is attached for your information. As MEJA’s pre-construction fee is \$0 there will be no financial implication or commitment until the GMP is presented for Council’s approval.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: David Borkowski, City Engineer 04/09/2026
Angela Egan, Purchasing Manager 04/09/2026
Kelly Bush, Financial & Administrative Services Director 04/09/2026
Chris Hobby, Assistant City Manager 04/09/2026
Justin Strickland, City Manager 04/09/2026

DATE: April 16, 2026

SUBJECT: 04-26-04 North Hill Path

Recommendation:

Award the North Hill Path Project to Backbone Enterprises in the amount of \$943,416.00.

Discussion:

As part of the 2017 SPLOST, the City has developed plans to build a new shared-use path along N Peachtree Parkway in front of the North Hill Neighborhood. The project was put out to bid in February and after much interest, six bids were received for construction of this project. Below is a table showing the bidders and total bid amounts.

Name	Total Bid
Corbett Group	741,080.97
Backbone Enterprises	943,416.00
McLeroy	1,284,708.45
Glosson Enterprises	1,470,346.50
JHC Corp.	1,792,074.50
Piedmont Paving	1,835,596.15

The Engineering and Purchasing staff reviewed the lowest bidder, Corbett Group, and found they failed to meet the qualifications for this project. Specifically, the bid qualification required a Prime contractor to be GDOT Pre-Qualified with subcontractors who are also pre-qualified in the specialties needed for this project. The Corbett Group stated that they are not using any subcontractors. Therefore, staff checked their GDOT

pre-qualifications to see if they are in the correct classification for this project. Unfortunately, they are only pre-qualified for storm pipes, sanitary pipes, water distribution, and miscellaneous drainage structures. None of these categories cover construction of a shared-use path or the roadway work that is detailed in the plans for this project.

The second-lowest bidder is Backbone Enterprises. They do meet all the qualifications for this project. A further check of their references and an interview with staff about this project were conducted. Both of these steps returned positive results for the company with a history of successfully completing path projects around the State.

Therefore, staff recommends awarding the project to Backbone Enterprises in the amount of \$943,416.00.

Budget Impact:

SPLOST Project 10. Adequate funds are available within the 2017 SPLOST.

Attachments:

1. Backbone Enterprises

Project Manual

For

North Hill Multi-Use Path



TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder’s Acknowledgements	2
Article 3 – Bidder’s Representations	2
Article 4 – Bidder’s Certification	4
Article 5 – Basis of Bid.....	4
Article 6 – Time of Completion.....	8
Article 7 – Attachments to This Bid	8
Article 8 – Defined Terms	8
Article 9 – Bid Submittal	8

SECTION 00 11 13

INVITATION FOR BIDS

Project Name: North Hill Multi-Use Path
City of Peachtree 26-107BES
Contract No.:

Date of Issue: February 6, 2026
Bid Date: March 10,
2026/3:00 pm
local time

Owner
City of Peachtree City
209 McIntosh Trail
Peachtree City, GA 30269
(email) aegan@peachtree-city.org

Engineer
Pond & Company
3500 Parkway Lane, Suite 500
Norcross, GA 30092

The City of Peachtree City will be receiving separate sealed Bids for all material, labor and equipment for the “North Hill Multi-Use Path”. This includes the following, with all related accessories as shown on the Construction Drawings and called for in the Contract Documents and Technical Specifications:

The construction of a 10’ wide cart multi-use path along North Hill Road connecting existing path segments. The design of the cart path includes clearing and grubbing, grading, storm drain installation, path construction, and associated work.

This contract is 2017 SPLOST funded.

Contract Documents may be downloaded at the following location:

- www.peachtree-city.org, then click on “Business”, then doing business with the City.

It is mandatory that all prospective bidders download the Project Manual and Construction Drawings from the website above. Each Bidder is responsible for checking the website above for any future Addendums and emailing the Purchasing Agent with any questions.

Each Bidder must deposit with his bid, security in the amount of 5%, and shall be subject to the conditions provided in Section 00 21 13 “Instruction to Bidders.”

Each Bidder is required to submit a “Construction Contractors Qualification Statement”, “Bid Security”, “Bid Form”, Non-Collusion Affidavit”, and “Security and Immigration Compliance Affidavit” as outlined in Section 00 22 13 “Supplementary Instructions to Bidders.”

The City of Peachtree City will receive sealed bids until March 10, 2026/3:00 pm local time at 209 McIntosh Trail, Peachtree City, GA 30269. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud. The contract will be awarded to the low, responsive, and responsible bidder with reservation of right to reject all bids. Bids may not be withdrawn by Bidders for 60 days following opening of the bids.

The project shall be Substantially Complete within 120 calendar days from the date of Notice to

Proceed of the contract. Liquidated Damages shall be assessed in the amount of \$200.00 per day for each calendar day required to achieve Substantial Completion.

The project shall be Final Complete within 30 calendar days beyond Substantial Completion. Liquidated Damages shall be assessed in the amount of \$200.00 per day for each calendar day required to achieve Final Completion.

There will be a “Pre-Bid” meeting on February 24, 2026/3:00 pm local time located at the Public Works Conference Room, 209 McIntosh Trail, Peachtree City, GA 30269. If there is a pre-bid meeting, all contractors submitting a Bid are required to attend or send a designee to attend. A sign-in sheet will be available to record attendance.

The City of Peachtree City provides assurances to Bidder that all anticipated Federal, State, and Local Permits along with anticipated Rights of Way and Easements have been obtained or will be obtained by N/A.

The City of Peachtree City will not accept pre-bid project questions within a period of 120 hours prior to the advertised time for opening bids, excluding Saturdays, Sundays, and Peachtree City Legal Holidays.

The City of Peachtree City will not issue or cause to be issued any addenda modifying the Project Manual or Construction Drawings within a period of 72 hours prior to the advertised time for opening bids, excluding Saturdays, Sundays, and Peachtree City Legal Holidays.

Agreement will require a Payment Bond in the amount of 110%, and a Performance Bond in the amount of 100% of the project cost.

The City of Peachtree City reserves the right to bid a project in phases and award the contract on the phases it deems to be in the City’s best interest.

END OF SECTION

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The City will make available a copy of the Project Manual on the website (www.peachtree-city.org). It is the responsibility of the Bidder to complete and submit one (1) separate unbound copy of the Bidding Documents, which includes the following documents:

1. Bid Form – Section 00 41 00
2. Bid Security – Section 00 43 13
3. Bidder's Qualifications – Section 00 45 13
4. Non-Collusion Affidavit – Section 00 45 19
5. Security and Immigration Compliance – Section 00 45 20
6. Drug-Free Workplace Certification – Section 00 73 19

Place all of the above in a sealed envelope clearly marked as follows:

BID FOR

City of Peachtree City
North Hill Multi-Use Path
26-107BES

NOTE: The envelope should bear on the outside the **NAME** and **ADDRESS** of the **QUALIFIED BIDDER**.

If mailed, this envelope should be placed inside the mailing envelope.

Bids will be opened at March 10, 2026/3:00 pm local time at 209 McIntosh Trail, Peachtree City, GA 30269.

END OF SECTION

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Peachtree City
209 McIntosh Trail
Peachtree City, GA 30269

This Bid is submitted from: Backbone Infrastructure, LLC
4805 Westoak Ct, Buford, GA 30518

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

Georgia Utility Contractor No. (if applicable)

This Bid is for: North Hill Multi-Use Path
March 10, 2026/3:00 pm local time

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No. Addendum Date

#1

03/03/2026

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

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Amount	Unit	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL	1	LS	\$62,675.00	\$62,675.00
205-0210	EXCAVATION – ROCK	6,000	CY	\$12.00	\$72,000.00
210-0100	GRADING COMPLETE	1	LS	\$549,133.00	\$549,133.00
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	975	SY	\$24.00	\$23,400.00

402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	19	TN	\$ 200.00	\$ 3,800.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	110	TN	\$150.00	\$16,500.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	55	TN	\$ 200.00	\$11,000.00
413-0750	TACK COAT	66	GL	\$7.50	\$ 495.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	33	CY	\$ 275.00	\$ 9,075.00
456-2015	INDENTATION RUMBLE STRIPS - GROUND-IN- PLACE (SKIP)	1	GL M	\$ 5,500.00	\$ 5,500.00
950-3520	ADJUSTMENT TELECOMMUNICATIONS FACILITY, CONDUIT, CONCRETE ENCASED	2	LF	\$1,000.00	\$ 2,000.00
611-8010	ADJUST HYDRANT TO GRADE	1	EA	\$ 6,500.00	\$ 6,500.00
441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	2	EA	\$ 2,500.00	\$ 5,000.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	934	LF	\$ 25.00	\$23,350.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	30	LF	\$ 7.00	\$ 210.00
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	1080	LF	\$1.25	\$1,350.00
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	125	LF	\$1.00	\$125.00

653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	307	SY	\$ 6.50	\$1,995.50
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	9	SF	\$ 22.00	\$198.00
636-2070	GALV STEEL POSTS, TP 7	31	LF	\$ 15.00	\$465.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	800	LF	\$ 2.00	\$1,600.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	2	EA	\$250.00	\$500.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	1	EA	\$ 75.00	\$ 75.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	280	LF	\$ 6.50	\$1,820.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	140	LF	\$ 3.00	\$420.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	3	EA	\$ 350.00	\$1,050.00
171-0030	TEMPORARY SILT FENCE, TYPE C	800	FT	\$ 4.00	\$3,200.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	400	FT	\$ 0.70	\$ 280.00
573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	20	LF	\$ 25.00	\$ 500.00
163-0520	CONSTRUCT AND REMOVE TEMPORARY PIPE SLOPE DRAIN	283	LF	\$15.00	\$4,245.00
716-2000	EROSION CONTROL MATS, SLOPES	3317	SY	\$ 1.50	\$4,975.50
163-0232	TEMPORARY GRASSING	2	AC	\$500.00	\$1,000.00

163-0240	MULCH	29	TN	\$75.00	\$2,175.00
700-7000	AGRICULTURAL LIME	5	TN	\$100.00	\$500.00
700-8000	FERTILIZER MIXED GRADE	1	TN	\$300.00	\$300.00
700-8100	FERTILIZER NITROGEN CONTENT	120	LB	\$5.00	\$600.00
700-6910	PERMANENT GRASSING	3	AC	\$1,500.00	\$4,500.00
700-9300	SOD	1196	SY	\$9.00	\$10,764.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	\$1,250.00	\$1,250.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	\$150.00	\$150.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$50.00	\$50.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	2	EA	\$300.00	\$600.00
167-1500	WATER QUALITY INSPECTIONS	12	MO	\$50.00	\$600.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	19	LF	\$82.00	\$1,558.00
441-0600	CONC HEADWALLS	1.61	CY	\$2,000.00	\$3,220.00
668-1100	CATCH BASIN, GP 1	3	EA	\$5,500.00	\$16,500.00
603-2036	STN DUMPED RIP RAP, TP 1, 36 IN	12	SY	\$95.00	\$1,140.00
603-7000	PLASTIC FILTER FABRIC	12	SY	\$6.00	\$72.00
N/A	REMOVE AND RECONSTRUCT COLUMNS AND GATES—ALLOWANCE	1	LS	\$75,000	\$75,000
N/A	Testing Allowance	1	EA	\$10,000	\$10,000
Total of All Bid Prices					\$943,416.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. If the product of the Estimated Quantity and Bid Unit Price indicated in the Bid Price column is incorrect, then the Bid Unit Price will govern to determine the actual Bid Price. If the quantity is in excess of the estimate quantity, no increase in price will be permitted unless approved, in writing, by the Project Manager before such quantity is used in the Project. If the quantity is less than the estimated quantity, the city will be given a credit on such price.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities in-place, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Backbone Infrastructure, LLC

State of Incorporation: Georgia

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



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

Name (typed or printed): Ritvik Kakadia

Title: Member
(CORPORATE SEAL)

Attest *Ch*: Chandya Cherukuri

Date of Qualification to do business in Georgia is 12 / 21 / 2020

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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



COMPANY SIGNATURE AUTHORIZATION LETTER

To whomever concern

I am writing to officially authorize to sign on behalf of Backbone Infrastructure, LLC. This authorization is effective from 01/01/2021 and will remain valid until further notice.

Authorized Persons are members of Backbone Infrastructure, LLC and holds the position of members. They have the authority to sign documents, contracts, and agreements on behalf of the company.

Please find attached a copy of authorized person's Full Name's identification and a specimen of their signature for your records.

We kindly request you to update your records and acknowledge this authorization at your earliest convenience.

If you have any questions or require further clarification, please do not hesitate to contact me at 470-418-3016.


Thank you for your prompt attention to this matter.

COMPANY OFFICERS/MANAGERS/SUPERVISORS/FACILITY SECURITY OFFICERS

Name: Ritvik Kakadia Signature:  Title: Managing Member
(Printed Name)

Name: Sanjay Kakadia Signature:  Title: Managing Member
(Printed Name)

Name: Raul Cruz Signature:  Title: Member
(Printed Name)

Name: Babulal Thumar Signature:  Title: Member
(Printed Name)

President, CEO or Executive Director: Ritvik Kakadia, Managing Member
(Print Name)

E-Mail Address: ritvik.k@backboneinfra.com
Signature:  Date: 01/01/2021

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address 4805 Westoak Ct, Buford, GA 30518

Phone No. 470-418-3016 Fax No. _____

E-mail Ritvik.k@backboneinfra.com

SUBMITTED on March 10, 2026.

State Contractor License No. 17282-GDOT. *[If applicable]*

END OF SECTION



SECTION 00 43 13

BID SECURITY FORM

BIDDER (Name and Address):

Backbone Infrastructure, LLC
4805 Westoak Court
Sugar Hill, GA 30518

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

Amerisure Mutual Insurance Company
26777 Halsted Road
Farmington Hills, MI 48331

OWNER (Name and Address):

City of Peachtree City
209 McIntosh Trail
Peachtree City, GA 30269

BID

Bid Due Date: March 10, 2026/3:00 pm local time

The construction of a 10' wide cart multi-use path along North Hill Road connecting existing path segments. The design of the cart path includes clearing and grubbing, grading, storm drain installation, path construction, and associated work.

Description: and associated work.

BOND

Bond Number: BIDBOND01

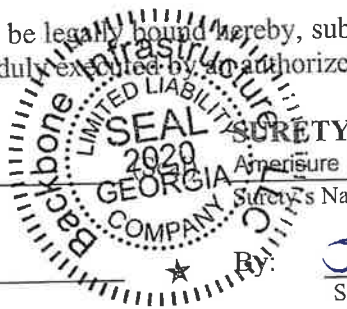
Date (Not earlier than Bid due date): March 10, 2026

Penal sum Five Percent of Amount Bid \$ 5% of Amount Bid
(Words) (Figures)

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

BIDDER

Backbone Infrastructure, LLC
Bidder's Name and Corporate Seal



Amerisure Mutual Insurance Company
Surety's Name and Corporate Seal



By:

[Signature]
Signature

[Signature]
Signature (Attach Power of Attorney)

Ritvik Kakadia
Print Name

Linda Adams Roberts
Print Name

Member
Title

Attorney-in-Fact
Title

Attest:

[Signature]
Signature Amit Poshiga

Attest:

[Signature]
Signature Tiffany Soto

Project Manager
Title

Surety Account Manager
Title

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hercof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in

conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

EDWARD MOONEY, TIFFANY SOTO, LINDA ADAMS ROBERTS, and HALEY RHOADS

of USI Insurance Services, LLC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

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

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of November, 2025.

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Michigan
 County of Oakland

On this 7th day of November, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



KAY L. AIRTON
 My Commission Expires
 August 16, 2031
 County of Livingston
 Acting in the County of OAKLAND

Kay L. Airton
 Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of March, 2026.

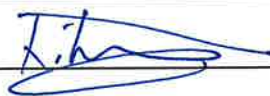


Christopher M. Spaude
 Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

Submitted by:

Name of Organization: Backbone Infrastructure, LLC
Name of Individual: Ritvik Kakadia 
Title: Member
Address: 4805 Westoak Ct, Buford, GA 30518

Telephone: () 470-418-3016

Submitted to:

Name: **City of Peachtree City**
Address: **209 McIntosh Trail**
Peachtree City, GA 30269
Telephone: **(770) 487-7657**

Project Name and Description (if applicable):

North Hill Multi-Use Path

The construction of a 10' wide cart multi-use path along North Hill Road connecting existing path segments. The design of the cart path includes clearing and grubbing, grading, storm drain installation, path construction, and associated work.

Minimum Experience and Qualification:

Prime Contractor must be a current, active, GDOT pre-qualified contractor.
All subcontractors must be licensed by the State of Georgia and be GDOT pre-qualified in their specialty.
The prime contractor and any subcontractors must have a minimum of 5 years' experience building

multi-use paths

Must provide at least 3 examples of similar projects completed within the last 5 years.

CONTRACTOR's General Business Information

Check if:

Corporation [] Partnership [] Joint Venture [] Sole Proprietorship

If Corporation:

a. Date and State of Incorporation: 12/21/2020 Georgia

b. List of Executive Officers:

Name	Title
<u>Ritvik Kakadia</u>	<u>Member</u>
<u>Sanjay Kakadia</u>	<u>Managing Member</u>
_____	_____

If Partnership:

a. Date and State of Incorporation: _____

b. List of Current General Partners:

c. Type of Partnership:

[] General [] Publicly Traded
[] Limited [] Other (describe): _____

If Joint Venture:

a. Date and State of Incorporation: _____

- b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship:

- a. Date and State of Incorporation: _____

- b. Name and Address of Owner or Owners:

CONTRACTOR'S Experience and Qualification

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately.)
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately.)
3. Name of surety company and name, address, and phone number of agent:

Amerisure Mutual Insurance Company

Edward Mooney, 1 Concourse Parkway NE, Suite 700, Atlanta, GA 30328

470-428-9769

4. Is your organization a member of a controlled group of corporations as defined in Internal Revenue Code Sec. 1563?

Yes No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

New Highway Construction, Road Widening, Intersection Improvements, Roundabouts,

Asphalt Paving, Subgrade Preparation, Storm Drainage Installation, Bridges & Culverts.

10. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Our company maintains an active safety program to ensure safe working conditions on all projects.

Weekly toolbox talks are conducted every Monday at each job site to discuss job hazards and safe work.

The company also holds monthly safety meetings where employees share safety experiences. In addition, we have a contract with a third-party safety company that performs random job site inspections to ensure compliance with safety procedures and OSHA standards.

11. If required by OWNER during Bid evaluation, Bidder agrees to provide balance sheet for two or more years audited by a registered CPA. **Yes**

12. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank: Truist Bank

Address: 3287 Lawrenceville-Suwanee Road, Suwanee, GA 30024

Account Manager: Matthew Hutton

Telephone: (844)487-8478

13. Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of construction methods, costs, etc.? No

If yes, state case number, case name, and provide pertinent details, including judgment:

(Attach extension sheet if necessary)

14. Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of construction methods, costs, etc.? No

If yes, state case number, case name, and provide pertinent details, including judgment:

(Attach extension sheet if necessary)

15. Describe your organizational structure, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing, and engineering, field supervision, field engineering, and layout:

Our company has a team of more than 50 employees organized to effectively manage project planning, coordination, and field operations.

Managing Member - 1 Superintendents - 2 Field Crew Members - 24+

Construction Managers - 2 Estimating & Accounting - 5

Project Manager - 1 Project Engineers - 15

(Use extension sheet if necessary)

16. Percentage of Work to be Performed with Own Forces: 55%

17. Name of Proposed Subcontractors with Whom You Intend to Affiliate. (What phase and percentage of work will each subcontractor perform?) Complete schedules A2, B2 and C2 for each subcontractor.

Highway Markings. Inc	Striping Work	Final Construction Phase	1%
Surface Preparation Technologies, LLC	Rumble Strip	Final Construction Phase	1%

18. Give total contract value of work accomplished by your organization in each of the last three (3) years:

2023- \$11,000,000.00 2024- \$21,000,000.00 2025- \$ 30,000,000.00

List all projects you have completed in Georgia in the last three (3) years. Attach list of projects and contact person for each project in this document.

19. What is the largest contract (dollar costs) ever performed by your organization?

Name of Work: PI 0020047 Int Imp at Various Locations in Habersham County (GDOT)

Total Contract Amount: \$ 4,064,236.00

Amount of Your Contract: \$ 4,064,236.00

20. Give contract value of work now pending award to your organization:

\$ 0 State amount requiring bond if awarded: \$ 0

21. Give the value of any judgments or liens outstanding against your organization:

\$ 0

Explain: _____

22. Give names of Surety Companies & Agent under which you have functioned within the last three (3) years:

2023 Amerisure Mutual Insurance Company Edward Mooney

2024 Amerisure Mutual Insurance Company Edward Mooney

2025 Amerisure Mutual Insurance Company Edward Mooney

23. Estimate your maximum bonding capacity: \$ 50,000,000.00

How much is unencumbered as of this date? \$ 18,000,000.00 - 20,000,000.00

24. Has any Surety Company refused to write you a bond on any construction work? No

If yes, explain: _____

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Backbone Infrastructure, LLC

Contractor's Name

By:  _____

Signature

Ritvik Kakadia

Print Name

Member

Title

03/10/2026

Date

SCHEDULE A1
MAJOR ENGINEERING CONSTRUCTION PROJECTS COMPLETED IN PAST 5 YEARS

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact Include Address, Email and Phone
Hog Mountain Road Shared Use Path 2450 Commerce Ave., Ste. 100, Duluth, GA 30096	Oconee County		May 2025	\$ 2,431,636.00	Mr. Kevin Hamby Kevin.hamby@oneatlas.com
Skyland Drive and Pinehurst Road Sidewalk Installation 2342 oak Road, Snellville, GA 30078	City of Snellville		August 2024	\$ 2,250,000.00	Mr. Larry Kaiser 404-909-5619 Kaiser@co-infra-services.com
Old Alabama Road Trail (Autrey Mill Road to Spruill Road) 11360 Lakefield Dr, Johns Creek, GA 30097	City of Johns Creek		April 2024	\$ 1,010,521.76	Mr. Monte Lester 470-456-0267 Monte.lester@johnscreekga.gov
Grassdale Road Sidewalks & Drainage Improvements 501 Cassville Rd, Cartersville, Georgia 30120	City of Cartersville		October 2025	\$ 3,121,636.00	Mr. Mike Lehner 770-265-7794 mlehner@SEEngineering.Com
Webb Gin House Road at SR 20 Grayson Highway 2450 Commerce Ave., Ste. 100, Duluth, GA 30096	Gwinnett County		August 2023	\$ 1,448,736.36	Mr. Thomas Clausen 678-521-6433 Thomas.Clausen@oneatlas.com
Mableton Parkway Pedestrian Improvements, Phase 2 1890 County Services Pkwy, Marietta, GA 30008	Cobb County		January 2025	\$ 3,003,846.50	Mr. Jesse Jenkins 404-931-8012 Jesse.Jenkins@cobbcounty.gov
Arnold Mill Road Streetscape Improvements City 12453 Highway 92, Woodstock, GA 30188	City of Woodstock		August 2023	\$ 1,900,000.00	Mr. Jeremy Parker 404-867-7033 jparker@woodstockga.gov

SCHEDULE B1

CURRENT PROJECTS UNDER CONSTRUCTION AND PERFORMED IN THE LAST THREE (3) YEARS

Name, Location and Description of Project	Owner	Design Engineer	Contract Price	Amount Completed	Date of Scheduled Completed	Reference/Contact Include Address, Email and Phone
PI 0015088 Moreno Street LCI Project 2300 Buford Hwy NE, Buford, GA 30518	City of Buford	Keck+Wood	\$ 3,761,436.00			Nick Andryusky, PE nandryusky@keckwood.com
Burg Rd 140 Henry Parkway McDonough, GA 30253	Henry County	Falcon Design Consultants	\$ 5,039,636.00			Mr. Edward Toney 140 Henry Parkway McDonough, GA 30253 404-596-0511 etoney@HenryCountyGA.gov
M-1059-01 North Bogan Rd at Thompson Mill Rd Impv 2450 Commerce Avenue Suite 100 Duluth, GA 30096-8910	Gwinnett County	Atlas Technical Consultants	\$ 5,456,436.00			Mr. Thomas Clausen 678-521-6433 Thomas.Clausen@oneatlas.com
S Main St Sidewalk 1030 South Main St NE Conyers Georgia 30012	City of Conyers	HNTB	\$ 1,107,976.00			Christopher C. Lewis 678-230-2873 chris.lewis@conyersga.gov
Athens Street Pedestrian Improvements 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092	City of Gainesville	Pond	\$ 1,235,174.00			Corey Jones, P.E. 300 Henry Ward Way, Suite 202 Gainesville, Georgia 30501 CSJones@gainesvillega.gov
Athens Street Pedestrian Improvements 3500 Parkway Lane, Suite 500, Peachtree Corners, GA 30092	Hall County	Pond	\$ 1,855,974.27			Arwin Lopez, PE LopezA@pondco.com
Firefly Trail Phase III 301 S. College Ave, Suite 101, Athens, GA-30601	Athens-Clarke County	Benesch	\$ 3,699,156.00			Oliver Weston, PE, VMA 919-280-3247 OWeston@benesch.com

**SCHEDULE C1
PERSONNEL**

Name	Position	Date Started with this organization	Date Started in Construction	Prior positions and experience in construction
Ritvik Kakadia	Managing Member	December 2020	June 2019	See attached Resumes
Sanjay Kakadia	Managing Member	December 2020	January 2001	See attached Resumes
Amit Poshiya	Project Manager	November 2022	June 2019	See attached Resumes
Kevin Savaliya	Superintendent	January 2023	June 2019	See attached Resumes

ATTACHMENT - A

SCHEDULE OF ALL COMPLETED PROJECT LAST FIVE YEARS

NAME OF CONTRACTOR: BACKBONE INFRASTRUCTURE, LLC

NAME OF OWNER	PROJECT NAME	CONTRACT AMOUNT	STATUS
CITY OF JOHN'S CREEK	CONCRETE REPAIR WORK PART-2	\$ 35,518.00	Completed
CITY OF MARIETTA	Mountain Brook Access Sidewalks	\$ 213,450.05	Completed
CITY OF STONECREST	2021-002 CONCRETE PADS FOR MARTA SHELTERS	\$ 75,605.00	Completed
CHEROKEE COUNTY	Bells Ferry Road, Ridge Road and BrideMill Avenue Sidewalk Gaps	\$ 214,688.50	Completed
HENRY COUNTY	Jodeco-Campground Extension Median Opening	\$ 260,952.00	Completed
CITY OF SANDY SPRINGS	T0069: Peachtree Dunwoody Road at Windsor Turn Lane Installation	\$ 659,210.39	Completed
CITY OF GAINESVILLE	Prior Street Turn Lane Improvement (Sidewalk, curb&Gutter, Storm drain)	\$ 654,616.50	Completed
GWINNETT COUNTY	F-1243-02 Rosebud Rd (SR 84 Grayson Pky - SR 20 Grayson Hwy)	\$ 1,040,154.95	Completed
GWINNETT COUNTY	M-1084-21 Ross Road & M-1084-14 Anderson-Livsey Ln	\$ 421,373.47	Completed
FORSYTH COUNTY	Shiloh Road at Shiloh Road East Roundabout-PE139	\$ 728,544.96	Completed
CITY OF UNION CITY	GoodSon Road Widening and Ped Improvement	\$ 1,048,506.17	Completed
HENRY COUNTY	Reeves Road Drainage Improvements	\$ 146,601.04	Completed
CITY OF WOODSTOCK	Arnold Mill Road Streetscape Improvements	\$ 1,896,412.54	Completed
City of Roswell	OLD ROSWELL RD. at WARSAW RD. INTERSECTION IMPROVEMENT	\$ 923,627.47	Completed
GDOT Quick Response	Lumpkin - SR 9 at SR 60 additional Lane	\$ 157,573.66	Completed
GDOT	ROUNDAABOUT ON SR 372 AT BIRMINGHAM RD (CR 4	\$ 1,636,672.41	Completed
GWINNETT COUNTY	Webb Gin House Road at SR 20 Grayson Highway	\$ 1,448,736.36	Completed
CITY OF MARIETTA	POLK ST AT MOUNTAIN VIEW RD INTERSECTION IMPROVEMENT	\$ 865,043.00	Completed
CITY OF MARIETTA	PEDESTRIAN IMPROVEMENTS AT SO MARIETTA PKWY and ATLANTA ST	\$ 268,542.50	Completed
CITY OF MARIETTA	Allgood Intersection Improvements (City of Marietta)	\$ 1,339,805.20	Completed
City of Buford	West Moreno ST Improvement	\$ 811,136.00	Completed
GDOT Quick Response	Hall - SR 11_369 at SR 60 Bus	\$ 108,806.00	Completed
HENRY COUNTY	Intersection Improvements for Bridges Road at Willow Lane	\$ 2,067,501.60	Completed
City of Buford	BONA ROAD PEDESTRAIN IMPROVEMENT	\$ 417,336.00	Completed
CITY OF JOHNS CREEK	BUISE ROAD SIDEWALK	\$ 496,943.00	Completed
UNION CITY	HUNTER ROAD & FOREST LANE	\$ 542,179.80	Completed
GDOT Quick Response	S015865 - Gwinnett - US 78SR 10 WB at East Park Place Blvd (GDOT Quick	\$ 180,656.00	Completed
CITY OF WOODSTOCK	SR92 Pedestrian Improvements	\$ 229,936.00	Completed
CITY OF JOHNS CREEK	Old Alabama Road Trail	\$ 1,013,024.26	Completed
CITY OF SNELLVILLE	Skyland DrivePinehurst Road Sidewalk Installation	\$ 2,248,879.60	Completed
COBB COUNTY	Mableton Parkway Pedestrian Improvements, Phase 2 Project No. X2770	\$ 3,003,846.50	Completed
GWINNETT COUNTY	Peachtree Industrial Blvd at Suwanee Dam Rd	\$ 2,708,596.02	Completed
GDOT Quick Response	S015923 - Forsyth - SR 141 SB at The Collection - Extend RTL	\$ 44,256.42	Completed
CITY OF SNELLVILLE	Sprindale Culvert Replacement	\$ 202,240.00	Completed
CITY OF MARIETTA	Colston and Pickett Road	\$ 73,410.00	Completed
GWINNETT COUNTY	Stefan Ridge Way and Duncan Creek Rd Drainage Imp.	\$ 304,977.44	Completed
GDOT Quick Response - District 7	S015954 D7 - SR 155 or Flat Shoals Pkwy @ Waldrop Rd - DeKalb County	\$ 118,481.00	Completed
CITY OF CHAMBLEE	SR 141_ Peachtree Blvd Pedestrian Upgrade	\$ 907,594.36	Completed
CITY OF SNELLVILLE	Tanglewood Drive Traffic Calming	\$ 348,213.60	Completed
HENRY COUNTY	Drainage Improvements at South Ola Road Extension	\$ 163,012.50	Completed
HENRY COUNTY	McDonough Parkway at State Route 20	\$ 2,024,316.00	Completed
HENRY COUNTY	Jodeco Road Right Turn Lane	\$ 260,326.00	Completed
CITY OF GAINESVILLE	Green Hill Circle Connector	\$ 1,316,847.00	Completed
GDOT Quick Response - District 1	S015981 - Gwinnett - SR 324 WB at Old Fountain_Jim Moore Road - Extend RTL	\$ 64,843.36	Completed
City of Alpharetta	WINDWARD PARKWAY DRAINAGE IMPROVEMENTS	\$ 383,506.00	Completed
GWINNETT COUNTY	Britt road at lucky shoals park pedestrian crossings	\$ 756,536.00	Completed
GDOT Quick Response - District 7	S016000 - S19 41 SR 3 Tara Blvd SB @ McDonough Road	\$ 168,676.65	Completed
GDOT Quick Response - District 3	Right Hand by Pass Lane on SR 279 @ Dix Lee	\$ 124,700.00	Completed
GDOT Quick Response - District 2	SR 12 at Industrial and Floyd	\$ 96,301.60	Completed
GDOT Quick Response - District 7	SR 70 Fulton Industrial Blvd @ SR 154166 Campbellton Rd	\$ 187,156.00	Completed
GDOT Quick Response - District 7	SR 6 Thornton Road NB @ Blairs Bridge Road	\$ 158,860.00	Completed
GDOT Quick Response - District 3	Constructing a Right Turn Lane on SR 16 @ Joe Lane	\$ 129,766.00	Completed
GDOT Quick Response - District 3	Right Turn Lane on SR 87 @ Taylor Road	\$ 128,506.00	Completed
City of Cartersville	Grassdale Road Sidewalk & Drainage	\$ 3,121,636.00	Completed
GDOT	Call Order-5_INTERSECTION IMPROVEMENTS AT VARIOUS LOCATIONS IN HABERSHAM	\$ 4,064,236.00	Completed
CITY OF SANDY SPRINGS	Brandon Mill Road Sidewalk	\$ 1,692,376.00	Completed
Oconee County	Hog Mountain Road Shared Use Path	\$ 2,431,636.00	Completed
GDOT Quick Response - District 1	S015810-Dawson-SR 53 at SR 9 Around the Historic Courthouse - Ped Upgr	\$ 494,301.00	Completed
COBB COUNTY	Ewing Road Sidewalk	\$ 1,036,432.00	Completed
CHEROKEE COUNTY	Batesville Road at Sugar Pike Road Intersection Improvements Project 72108	\$ 1,036,856.00	Completed
GWINNETT COUNTY	Pucketts Mill Rd (Lilly Way to Hamilton Mill Rd) Pedes-trian Impv Prjt	\$ 491,753.60	Completed
GDOT Quick Response - District 1	S016118-Hall-SR53 at Mundy Mill Rd	\$ 38,660.00	Completed
CITY OF CONYERS	South Main St Sidewalk Project	\$ 1,107,976.00	Completed

KEY PERSONNEL RESUME FORM

Brief Resume of Key Personnel Anticipated for the Project

Name: Ritvik Kakadia

Title: Project Manager & Member

Name of firm with which you are now associated: Backbone Infrastructure, LLC

EDUCATION

Georgia Institute of Technology | Atlanta | MS in Civil Engineering | *Graduating in May 2019*

Coursework: Adv. Planning & Estimation, Project Control, Construction Safety, Automation in Construction, BIM.

Gujarat Technological University (GTU) | India | bachelor's in civil engineering | First Class-Distinction *July 2013– May 2017*

PROFESSIONAL EXPERIENCE

Project Manager | Backbone Infrastructure, LLC | Sugar Hill, GA, USA- Present 2021 to Current

- Ritvik is responsible for overseeing the entire project lifecycle, from initiation to completion, and ensuring that project goals are achieved.
- Assembles and leads a project team, assigning tasks, and responsibilities to team members. They provide guidance, support, and motivation to ensure that team members perform effectively. They foster a positive team culture and facilitate collaboration among team members.
- Predict resources needed to complete project.
- Provide direction over contracts and subcontracts.
- Coordinate efforts across entire project between architects, designers, engineers, and subcontractors
- Manage construction schedule and activities.
- Responsible for communicating with project stakeholders, including clients, sponsors, team members, and external partners. They establish strong relationships, manage expectations, and ensure effective collaboration and communication throughout the project.
- Responsible for documenting project decisions, change order, and RFI. They also manage project documentation, including contracts, agreements, and project-related correspondence.
- Oversees the project closure phase, ensuring that project deliverables are completed, approved, and handed over to the appropriate stakeholders. They conduct project evaluations, identify lessons learned, and facilitate knowledge transfer to improve future project outcomes.

Project List

- **F-1243-02 Rosebud Rd (SR 84 Grayson Pky - SR 20 Grayson Hwy)-\$1,040,154.95**
- **M-1084-21 Ross Road & M-1084-14 Anderson-Livsey Ln | Gwinnett County -\$ 421,373.47**
- **T0069: Peachtree Dunwoody Road at Windsor Turn Lane Installation | City of Sandy Spring-\$ 659,210.39.**
- **Prior Street Turn Lane Improvement | City of Gainesville-\$ 654,616.50**
- **Arnold Mill Road Streetscape Improvements | City of Woodstock-\$ 1,896,412.54**
- **Webb Gin House Road at SR 20 Grayson Highway | Gwinnett County-\$ 1,448,736.36**
- **Mountain Brook Access Sidewalks | City of Marietta- \$ 213,450.05**
- **Bells Ferry Road, Ridge Road and BrideMill Avenue Sidewalk Gaps | Cherokee County -\$ 214,688.50**
- **ROUNDBOUT ON SR 372 AT BIRMINGHAM RD- GDOT-\$ 1,636,672.41**
- **POLK ST AT MOUNTAIN VIEW RD INTERSECTION IMPROVEMENT | City of Marietta-\$ 865,043.00**
- **Goodson Road Widening and Ped Improvement | Union City- \$ 1,048,154.95**
- **Lumpkin - SR 9 at SR 60 additional Lane | GDOT- \$ 157,573.66**
- **Hall - SR 11_369 at SR 60 Bus | GDOT-\$ 108,806.00**

GDOT Design Build Assistant Project Manager | Southeastern Engineering Inc. | Marietta, GA, USA Feb 2019 – April 22

- **Completed Project Description: I-85 Corridor Bridges, Construction Value: \$11.3M**
- The proposed project [P.I. No. 0015436] replaced the existing, structurally deficient bridges.
- Monitor and inspect the Contractor's work to verify compliance with the terms of the Contract specific to the project plans, specifications, and special provisions.

- Maintain detailed daily inspectors' forms in e-Builder as required to track and record the DB Team's progress.
 - Performs field operations in accordance with GDOT's regulations and practices.
 - Reviews contract time, contract diary, daily work reports, and daily inspector forms periodically.
 - Reviews and approves progress payments and material allowances. Reviews and approves Traffic Interrupt Reports.
 - Review As-built Plans and design data book for the project, and provide the comments in e-builder.
- **Completed Project: State Funded Bridge Program-FY-2017, Construction Value: \$17.8M**
- Preparation of project correspondence Including agenda, meeting minutes, letters. Coordination with other agencies, entities and local government.
 - Facilitate consultant review of the Final Bridge Plans. Facilitate consultant review of the Final Roadway Plans.
 - Reviews and recommends approval of subcontracts on the project.
 - Responsible for auditing project records. Monitors erosion control plan during construction.
 - Reviews Audit Exception Reports. Reviews the material checklist MC-1.
 - Reviews material certification and documentation.
- **Project in Progress: 0010212 - SR 53 WB @ CHATTAHOOCHEE RIVER, Construction Value: \$20M**
- This project is only replacing the WB bridge with 2 proposed lanes.
 - Verifies all materials incorporated into the work, have testing certifications and documentation.
 - Maintains monthly materials checklist MC-1 and submits in e-Builder for PMC-CM review. Prepares and submits in e-Builder quarterly materials checklist MC-1 report.
 - Reviews the DB Team's detailed staging and Temporary Traffic Control (TTC) plans.
 - Monitors erosion control plan during construction. Reviews DBE subcontracts.
 - Responsible for auditing project records.
- **Project in Progress: FY-18 Bridge Replacement, Construction Value: \$19M**
- This Project include six bridge replacements across northern Georgia and replace five bridges across central and South Georgia.
 - Responsible for maintaining the project records filing system in e-Builder. And review the file management system established in e-Builder by the PMC-CM.
 - Prepare and Conduct the Pre-Construction Conference. Facilitates monthly materials checklist MC-1 audits with the PMC-CM.
 - Reviews the project records using the PMC-ACM Checklist for requesting the final audit.
 - Monitor and inspect the construction contract in conformance with the plans, specifications, and special provisions. Samples materials such as concrete, asphalt etc. and prepare NCR to address those materials not meeting the contract requirements.
 - Provided supervision and technical guidance to construction managers and inspectors during project delivery for design-build project.
- **Project in Progress: 0007037 - SR 135 @ ALTAMAHA RIVER, Construction Value: \$22M**
- The proposed Design Build project will construct a replacement bridge for the existing structurally deficient bridges (Sufficiency Rating = 36.22) over Altamaha River.
 - Keep detailed daily inspectors' forms in e-Builder as required to track and record the DB Team's progress.
 - Measures and computes quantities of all materials incorporated in the work items completed and maintain a detailed item record account.
 - Maintains changes to RFC Plans to use as a check of Engineer of Record as-built submittal.
 - Reviews the project records using the PMC-ACM Checklist for requesting the final audit. Completes the Final Package Checklist (DOT733).
 - Performs field operations in accordance with GDOT's regulations and practices.

Project Engineer | Ohmshiv Constructions LLC | Lawrenceville, GA, USA

June 2018 – Jan. 2019

- Responsible for managing heavy civil work (road construction) ranging from 1 million to 7 million dollars.
- Advanced quality assurance in projects by acting as a liaison between foreman and superintendents, creating work plans to ensure conformance with contract requirements, GDOT standard, and technical specifications.
- Defined project requirements and construction methods by assessing construction drawings and preparing work plans.
- Managed RFI submittals and prepared job site progress reports (including erosion and traffic control reports).
- Achieved maximum productivity by reducing material wastage and optimizing construction resources.
- Assisted project manager in subcontractor management and utility conflict resolution.

Learnings: knowledge in quality control, construction processes, estimations, development phases, and scheduling.

Estimator | Ohmshiv Constructions LLC | Lawrenceville, GA, USA

Jan. 2018 – June 2018

- Responsible for preparing quantity takeoff and handling change orders by using Bluebeam software.
- Minimized project cost through quantity tracking & cost report analyses. Also determined material needs for job cost forecasting.
- Actively participated in bidding and pre-construction services. Attended pre-bid meetings to determine the scope of work.
- Assisted project manager in budget preparation by evaluating project needs, producing detailed estimates/purchase order, and submitting multi-vendor environment.
- Maintained unit pricing and database for material and labor costing.

Learnings: Cost management and control, bidding process, contracts management, vendors management, value engineering.

Intern | CMES Inc. | Norcross, GA, USA

Sep. 2017 – Dec. 2018

- Acted as an assistant superintendent at 'Old Highway Henry County & Lake Lanier road widening' project.
- Assessed plans and specifications in order to identify risk and scope of work.
- Determined the best usage of resources to support project requirements considering budgetary restrictions.
- Performed regular site inspection and provided hands on assistance to construction workers and operators for keeping the project on track and within the quality expectations.
- Coordinated with utility representative and resolved utility conflicts for keeping project on schedule.

Learnings: Quality and safety control, resource management, field engineering, procurement management.

SKILLS

- **Technical:** Quantity takeoff & Estimation, Budget management, Planning & Scheduling, Field engineering, BIM, Subcontractor Management, Cost Analysis & Reduction, Technology Systems & Integration.
- **Software:** MS Project, AutoCAD, Revit, Navisworks, Bluebeam, Heavy Bid, Heavy Job, Autodesk Recap.

PROJECTS

- BIM model of cherry Emerson Building and VAN-LEER Building | Georgia Tech *Aug. 2018 – Dec. 2018*
- Automated Data Collection and Analysis by using Global Positioning System | Georgia Tech *Aug. 2018 – Dec. 2018*
- Proposal for semi-automatic roadway construction systems | Georgia Tech *Jan. 2018 – May. 2018*
- Use of steel fiber pervious concrete instead of reinforced concrete for cost saving | GTU *Aug. 2016 – May 2017*

CERTIFICATIONS

- Construction Manager-in-Training (CMIT) by Construction Management Association of America (CMAA). *January 2019*
- OSHA 10-Hr certification for Construction Safety and Health. *January 2019*
- Level IA Certified Personnel by Georgia Soil & Water Conservation Commission (GSWCC). *March 2018*
- Certified Flagger by American Traffic Safety Services Association (ATSSA). *August 2017*

KEY PERSONNEL RESUME FORM

Brief Resume of Key Personnel anticipated for the Project

Name: Sanjay Kakadia

Title: Managing Member

Name of firm with which you are now associated: Backbone Infrastructure, LLC

EDUCATION

Gangamai Polytechnic, Dhule, Maharashtra | India | bachelor's in civil engineering | First Class-Distinction

PROFESSIONAL EXPERIENCE

Project Superintendent & Managing Member | Backbone Infrastructure LLC | Sugar Hill, GA, USA 2021 to Current

- Responsible for managing day-to-day construction activities at the project site. They oversee subcontractors, construction crews, and other personnel to ensure work is carried out as per project specifications, safety standards, and applicable regulations. They monitor progress, address issues, and provide guidance to ensure the project stays on track.
- Manage a team of workers, including work schedules, project progress, and resource allocation.
- Coordinate materials and equipment delivery with vendors and suppliers. Create schedules for workers and subcontractors.
- Hire additional subcontractors and assign work accordingly.
- Maintain a daily log of the job site's operations, reporting to management as necessary.
- Make changes in the operation as necessary to best meet construction deadlines. Implement management techniques that are cost-effective and efficient.
- Ensuring the quality of construction work and conducting regular inspections to verify compliance with project plans, specifications, and applicable codes. They identify and address any quality concerns, implement corrective measures, and ensure that work is completed to the required standard.
- Responsible for promoting and enforcing a safe working environment. They ensure that proper safety protocols and regulations are followed by all workers on site.

Project List

- F-1243-02 Rosebud Rd (SR 84 Grayson Pky - SR 20 Grayson Hwy)-\$1,040,154.95
- M-1084-21 Ross Road & M-1084-14 Anderson-Livsey Ln| Gwinnett County -\$ 421,373.47
- T0069: Peachtree Dunwoody Road at Windsor Turn Lane Installation| City of Sandy Spring-\$ 659,210.39.
- Prior Street Turn Lane Improvement| City of Gainesville-\$ 654,616.50
- Arnold Mill Road Streetscape Improvements| City of Woodstock-\$ 1,896,412.54
- Webb Gin House Road at SR 20 Grayson Highway| Gwinnett County-\$ 1,448,736.36
- Mountain Brook Access Sidewalks| City of Marietta- \$ 213,450.05
- Bells Ferry Road, Ridge Road and BrideMill Avenue Sidewalk Gaps | Cherokee County -\$ 214,688.50

➤ **Completed Project: M-0917-01, Suwanee Dam at Riverside Road, Gwinnett County, Georgia, Construction Value-\$1.2M**

- Sanjay responsibilities and authorities include the day to day direction of on-site construction activities through supervision of Foreman, crew and subcontractor.
- The co-ordination and management of subcontractor. Development and maintenance of schedule and cost.
- The specific feature of work includes: Site development, grading, concrete structure, storm drain.
- Create and manage job schedules with the Project Manager to include baseline development, cost loading, schedule status and schedule. forecast.
- Recommends measures to improve production methods, equipment performance, final product quality and crew performance.
- Manage time effectively, multi-task & prioritize in order to meet established goals & deadlines.

Completed Project: Bid # 18-16 Grading, Widening, and Paving for Elliott Road, GA, Construction Value-\$2.8M

- This Project include 1.13 mile of grading, widening and paving for Elliott Road from East Lake Road to Crumbley Road.
- Manage a team of workers, including work schedules, project progress and resource allocation.
- Plan construction processes, estimate cost and ensure the project is on budget.
- Assist project management in developing and implementing project procedures, working documents, standards, etc.
- Planning, sequencing, scheduling and directing the work to achieve on time within budget results.
- Maintain a job diary that provides an orderly and complete history of the work.

Project in Progress: Sugar Hill PIB Greenway Trail Realignment, Gwinnett, GA Construction Value-\$769,012.50.

- This project includes but is not limited to the required erosion and sediment control, traffic control, grading, +1,955 LF of 30" concrete curbs, +3,109 SY of 5" thick concrete trail, turnup and turndown walls along the trail, parapet wall, handrails, guardrails, stormwater structures, stormwater pipes, permanent grassing, and related appurtenances along the project limits
- Sanjay responsibilities and authorities include the day to day direction of on-site construction activities through supervision of Foreman, crew and subcontractor
- Perform quality control duties and responsibilities regarding the work being performed.
- Utilize project management systems to update and manage project budgets, commitments, expenditures and forecasts.
- Planning, sequencing, scheduling and directing the work to achieve on time within budget results.

Project in Progress: City Center in Clarkston Streetscape Project- City of Clarkston, GA, Construction Value-\$6.5M

- Temporary bassettes oversee the construction activities, ensuring compliance with project plans and specifications. They monitor the progress of construction work, conduct inspections, and address any issues or challenges that arise during the construction phase.

Completed Project: CR1874/Canton Rd from Cobb County Line to CR 585/Stockwood Dr Sidewalk, Cherokee County, GA Construction Value: \$522,993.50

- Overall management of field operations including cost management, labor tracking and reporting.
- Recommends measures to improve production methods, equipment performance, final product quality and crew performance.
- Observe performance of Foreman and crews; evaluate and make recommendations for improvement.
- Expedite vendors and subcontractors on a daily and weekly basis. Use the Project Manager for assistance with major or unusual delivery performance problems.
- Oversees the daily construction activities at work site, including scheduling of workers, delivery of equipment and materials, and progress of the project

Project in Progress: 20-217, Bell Road at Roger's Circle Roundabout and Trail, Johns Creek, Georgia Construction Value: \$1.4M

- This project includes the roundabout and a 10-foot-wide sidewalk that will connect to an existing sidewalk near River Trail Middle School.
- Advanced quality assurance in projects by acting as a liaison between foreman and superintendents, creating work plans to ensure conformance with contract requirements, GDOT standard, and technical specifications.
- Managed RFI submittals and prepared job site progress reports (including erosion and traffic control reports).
- Minimized project cost through quantity tracking & cost report analyses. Also determined material needs for job cost forecasting.

Completed Project: CR1874/Canton Rd from Cobb County Line to CR 585/Stockwood Dr Sidewalk, Cherokee County, GA
Construction Value: \$522,993.50

- Overall management of field operations including cost management, labor tracking and reporting.
- Recommends measures to improve production methods, equipment performance, final product quality and crew performance.
- Observe performance of Foreman and crews; evaluate and make recommendations for improvement.
- Expedite vendors and subcontractors on a daily and weekly basis. Use the Project Manager for assistance with major or unusual delivery performance problems.
- Oversees the daily construction activities at work site, including scheduling of workers, delivery of equipment and materials, and progress of the project

Project in Progress: 20-217, Bell Road at Roger's Circle Roundabout and Trail, Johns Creek, Georgia Construction Value: \$1.4M

- This project includes the roundabout and a 10-foot-wide sidewalk that will connect to an existing sidewalk near River Trail Middle School.
- Advanced quality assurance in projects by acting as a liaison between foreman and project Manager, creating work plans to ensure conformance with contract requirements, GDOT standard, and technical specifications.
- Minimized project cost through quantity tracking & cost report analyses. Also determined material needs for job cost forecasting.

☐ **Sanjay has 15 years of Commercial Projects experience in India, and registered Government contractor in Gujarat, India. Project Scale from 12 million to 20 million projects.**

SKILLS

- Leadership and Team Building Skills.
- Strong interpersonal, extreme attention to detail and ability to juggle multiple tasks.
- Highly technical, experienced construction industry professional.
- Quantity takeoff & Estimation, Budget management.
- Planning & Scheduling.
- Field engineering & Subcontractor Management.
- Highly self-motivated and committed to the development of high quality work and productivity.
- Good oral and written communication skills; excellent negotiation and organizational skills.
- Strong knowledge of Microsoft applications.
- Experience of managing client relationships and able to quickly develop and maintain successful client and team relationships.
- Cost Analysis & Reduction.

CERTIFICATIONS

- OSHA 10-Hr certification for Construction Safety and Health.
- Level IA Certified Personnel by Georgia Soil & Water Conservation Commission (GSWCC).
- Certified Flagger by American Traffic Safety Services Association (ATSSA).

Amit Poshiya, E.I.T.

Duluth, GA 30097 • amitposhiya489@gmail.com • (620) 719-0295



EDUCATION	<p>Pittsburg State University Master's in Engineering Technology Emphasis: Construction Technical</p> <p>Gujarat Technological University Bachelor's in Civil Engineering</p>	<p><i>July 2019</i> GPA : 3.92</p> <p><i>May 2017</i> GPA : 3.88</p>
EXPERIENCE	<p>Estimating, Contracts & Utility Coordination – Backbone Infrastructure, Georgia <i>Sept. 2022 to Current</i></p> <ul style="list-style-type: none"> ● Performing accurate take-offs and evaluate project costs effectively based on blueprints and site visits for projects like road widening, sidewalks, curb & gutter, storm drain, roundabout, retaining & gravity wall, etc and value ranging from \$100k to \$4.2M ● Preparing change orders and RFIs for on going projects ● Assist in conflict resolution between shown on plans compared to on-site feasible condition field adjustments ● Participating in new business opportunity strategy development with executive management team. ● Obtaining bids from vendors, subcontractors and suppliers including cost negotiations. ● Preparing subcontracts for each new project. ● Arranging 1st introductory utility meeting for all the projects that we win and maintaining monthly utility meetings as well as follow-ups when necessary. ● Conflict resolution between proposed construction and existing utilities <p>GDOT Project Manager – (SEI) Southeastern Engineering, Georgia <i>Oct. 2019 to Sept. 2022</i></p> <ul style="list-style-type: none"> ● Manage pre-construction of GDOT bridge projects from very first kickoff field meeting till let of a project. ● Coordinate the development of an acceptable project schedule. ● Coordinate projects with consultants and GDOT offices, including but not limited to Survey, Roadway Design, Bridge Design, Environmental and other GDOT & District offices. ● Manage/Review consultant's preparation of preliminary to final plans, technical specifications, contract documents and estimates, and make recommendations for additions, deletions, and substitutions when modifications are necessary ● Establish an adequately detailed change management plan for the project and communicate this plan to all appropriate stakeholders. ● Create Progress Reports to District Program Manager, or to others, that communicate all essential information including such elements as: current status, recent accomplishments, risks, and critical issues. ● Resolve variety of complex problems (e.g. conflicting design requirements, difficult coordination requirements with stakeholders) ● Resolve issues affecting scope, schedule, and budget effectively and in a timely manner. ● Participate actively in project status meetings with various parties; provide accurate and pertinent information; share suggestions that can be applied to other PMs' projects. ● Coordinate the development of schedule recovery plans as needed to return project to approved schedule. Immediately escalate issues to District Program Manager. ● Knowledge of standard office practices and procedures ● Ability to learn Georgia Department of Transportation systems, policies and procedures. ● Ability to demonstrate strong attention to detail. <p>Engineer Intern – ESI Contracting Corp., Missouri <i>June 2019 to July 2019</i></p> <ul style="list-style-type: none"> ● Assisted in Estimating function and coding new work ● Ensured the work to be completed in a safe and competent manner ● Ensured the work to be completed in compliance with all federal, state and local laws and regulations. ● Assisted General Manager or Superintendent in interpreting of plans & specifications ● Assisted General Manager or Superintendent in preparing of periodic estimates and change orders ● Participated in quality control program and helped administer safety program 	

CERTIFICATES	Engineer-in-Training (Civil)	<i>August 2020</i>
HONORS	Academic recognition honor from Phi Kappa Phi honor society	<i>Feb. 2019</i>
TECHNICAL	<ul style="list-style-type: none"> ● Bluebeam ● Asta Powerproject ● Autodesk Design Review ● Foundation (PM Module) ● Synchro Pro ● Autodesk Recap ● MS Office ● Procore 	

Kevin D Savaliya

| Buford, Georgia | +1-620-719-6427 | kevinsavaliya@gmail.com |



LinkedIn Profile

Education **Pittsburg State University (PSU), Pittsburg, Kansas (GPA 4), (Aug 2019)**
Master of Engineering Technology
Major: Construction Technical

Gujarat Technological University, Gujarat, India (GPA 3.45) (June 2017)
Bachelor of Civil Engineering

Work Experience

Project Superintendent: Backbone Infrastructure, LLC (Jan 2023 to current)

- Managed transportation construction projects from inception to completion.
- Coordinated and directed the activities of planning, engineering, construction, and subcontractor teams to ensure efficient project execution. Ensured compliance with safety standards and regulations.
- Oversaw all aspects of transportation projects, including scheduling, resource allocation, budget management, and quality control.
- Implemented rigorous safety protocols and enforced compliance with industry regulations and best practices, resulting in an accident-free work environment.
- Collaborated with stakeholders, including government agencies, consultants, and community representatives, to maintain open communication and address project requirements and concerns.
- Conducted regular site inspections to monitor progress and adherence to design specifications and standards.
- Facilitated problem-solving and decision-making processes to address project challenges and ensure timely resolution.
- Successfully delivered transportation projects within budget and on schedule, achieving high client satisfaction and repeat business opportunities.

➤ Projects

- PI_0016443_SR 372 at Birmingham Road Roundabout (Milton, GA)
- Old Roswell Rd at Warsaw Rd Intersection Imp (Roswell, GA)
- GDOT quick response / S015812-SR11/369 at SR 60 Business (Gainesville, GA)

Procurement Delivery Manager: HNTB Corporation, (June 2022 to December 2022)

Project Management Consultant for Office of Alternative Delivery at the Georgia Department of Transportation.

- Worked with program management team consisting of planning, engineering, procurement, legal, project controls, and construction teams on alternative delivery projects (DB).
- Managed Procurement activities for the OAD program, overseeing the development of PNAs, RFQs, and RFPs, while coordinating with technical experts to address project challenges.
- Represented the owner in client meetings, proposer meetings, design charrettes, and contractor meetings.
- Applied expertise in contract analysis and resolution of project issues, ensuring successful project execution.
- Thrived in a fast-paced environment, delivering stellar service to clients and adapting to changing project dynamics.

Transportation Project Manager – (SEI) Southeastern Engineering, (Sep 2019 to May 2022)

SEI is working with Gresham Smith and Partners on TMC program for the GDOT-Office of Program Delivery in Atlanta, GA

I am consultant project manager for GDOT OPD and currently acting as a GDOT Project Manager for 10 different projects across Georgia.

- supervising and observing the navigation of a design project through the client's process including the coordination of the project with City, State and County officials and other outside agencies.
- communicating and interacting with project team members, client representatives, review agencies and others as appropriate to project.
- Manage/Review consultant's preparation of preliminary to final plans, technical specifications, contract documents and estimates, and make recommendations for additions, deletions and substitutions when modifications are necessary
- Meet program and client's goals and reporting metrics for projects.

Assistant superintendent Internship: CMES, Inc., Norcross, (June 2019 to August 2019)

- Worked as assistant superintendent at Five Fork Trickum Road, Lilburn
- Kept the field superintendent apprised of activities on job site
- Prepared complete daily field production reports each day
- Coordinated with office to secure needed labor, equipment and material
- Supervised the projects from general plans and instructions given
- Performed regular site inspection and provided hands on assistance to construction workers and operations for keeping the project on track and within the quality expectations.

Other Skills

- FAA Part 107 Remote Pilot Certificate (Drone Pilot License)
- Bluebeam, SharePoint, Project Wise Explorer, DocuSign, MS Office, AutoCAD

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

State of Georgia

County of Gwinnett

I, Ritvik Kakadia, being first duly sworn, depose say that:

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

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

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

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

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

By: [Signature]
Signature

Member 03/10/2026
Title Date

Subscribed and sworn before me on this the 10th day of March, 2026

[Signature]

Notary Public

My Commission Expires:

10/02/2029



END OF SECTION

SECURITY AND IMMIGRATION COMPLIANCE

Federal Work Authorization Program (§ O.C.G.A. 13-10-91)

The City may not enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program. "Physical performance of services" is defined as the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public property within Georgia, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer within Georgia under a contract or other bidding process".

Although the Georgia law for private employers has a structured phase-in timeline in an attempt to ease private employers into compliance based upon their business size, only those companies registered with, authorized to use and currently using the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91, shall be considered.

Before a bid for the physical performance of services is considered by the City, the bid must include a signed, notarized affidavit from the contractor attesting to the following:

- (1) The affiant has registered with, is authorized to use, and uses the federal work authorization program.
- (2) The user identification number and date of authorization for the affiant;
- (3) The affiant will continue to use the federal work authorization program throughout the contract period;

and

- (4) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information as required in numbers 1-3 above.

If a contractor does not have any employees and does not intend to hire any employees, in lieu of the above affidavit the contractor may provide a copy of state-issued driver's license or identification card to the City for each independent contractor utilized in satisfaction of part or all of the contact with the City. However, a driver's license or identification card will be acceptable if it is issued by a state that verifies lawful immigration status. The Georgia Attorney General will provide a list of states that verify lawful immigration status and post this list on its website. The City must confirm that all of the copies of driver's licenses and identification cards presented to it come from states that verify lawful immigration status.

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

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

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

1701968

Federal Work Authorization User Identification Number

06/09/2021

Date of Authorization

Backbone Infrastructure, LLC

Company Name / Contractor Name

North Hill Multi-Use Path

Name of Project

Peachtree City

Name of Public Employer

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

Executed on March, 10, 2026 in Buford (city), GA (state).




Signature of Authorized Officer or Agent

Ritvik Kakadia, Member

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me

on this the 10th day of March, 2026



Notary Public

My Commission Expires: 10/02/2029



SECTION 00 73 19

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature: 

Date: 03/10/2026

Print Name: Ritvik Kakadia

Company: Backbone Infrastructure, LLC

END OF SECTION



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

August 18, 2025

CERTIFICATE OF QUALIFICATION
Vendor ID: 17282

Backbone Infrastructure, LLC
4805 Westoak Ct.
Sugarhill, GA 30518

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$79,200,000.00

CERTIFICATE EXPIRES: July 31 2027

PRIMARY WORK CLASS/CODE: 205

SECONDARY WORK CLASS(ES)/CODE(S): 201, 209, 310, 441 and 550

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

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

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

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

Sincerely,

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

PA:TKA



REFERENCES

Company Name: Henry County (July 2023 - July 2024) \$ 2,000,000.00
Project Name: Intersections Improvements for Bridges Road at Willow Lane
Address: 140 Henry Pkwy, McDonough, GA 30253
Brief Description of Project: This project consist of Roundabout, Full depth cement stabilize reclamation, asphalt work, sidewalk, curb & gutter, storm drain installation, striping, landscaping and traffic signal
Contact Person: Mr. Bert Bivins Telephone: 404-655-1178
E-mail Address: bbivins@co.henry.ga.us

Company Name: Fulton County (October 2022 - September 2024) \$ 1,600,000.00
Project Name: GDOT Call Order 6 - Roundabout on SR 372 at Birmingham Road
Address: 30 Mansell Ct, Roswell, GA 30076
Brief Description of Project: This project consist of Roundabout, asphalt work, sidewalk, curb & gutter, retaining wall, traffic signl, storm drain installation, sign & striping work
Contact Person: Ms. Ashley Bassie Telephone: 404-631-1000
E-mail Address: abassie@dot.ga.gov

Company Name: City of Woodstock (August 2022 - August 2023) \$ 1,900,000.00
Project Name: Arnold Mill Road Streetscape Improvements
Address: 12453 Highway 92, Woodstock, GA 30188
Brief Description of Project: This project consist of widening of roadway, decorative brick wall, retaining wall, sidewalk, curb&gutter, storm drain, asphalt paving, traffic signal, handrail, signs & pavement markings
Contact Person: Mr. Jeremy Parker Telephone: 404-867-7033
E-mail Address: jparker@woodstockga.gov

Company Name: Gwinnett County (November 2022 - August 2023) \$ 1,448,736.36
Project Name: Webb Gin House Road at SR 20 Grayson Highway
Address: 2450 Commerce Ave., Ste. 100, Duluth, GA 30096-8910
Brief Description of Project: This project consist of widening of a roadway, asphalt work, sidewalk, curb & gutter, storm drain installation, traffic signal, handrail, striping and water works.
Contact Person: Mr. Thomas Clausen Telephone: 678-521-6433
E-mail Address: Thomas.Clausen@oneatlas.com

Company Name: Gwinnett County (October 2023 - April 2024) \$ 2,700,000.00
Project Name: Peachtree Industrial Blvd at Suwanee Dam Road
Address: 2450 Commerce Ave., Ste. 100, Duluth, GA 30096-8910
Brief Description of Project: This project consist of widening of a roadway, asphalt paving sidewalk, curb & gutter, storm drain installation, sign & striping work and traffic signal
Contact Person: Mr. Terrence Eaddy Telephone: 470-232-8524
E-mail Address: Terrance.Eaddy@oneatlas.com



Purchasing Department

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-631-2515
Fax: 770-631-2507
PeachtreeCityGA.gov

CITY OF PEACHTREE CITY
NORTH HILL MULTI USE PATH PROJECT
26-107BES
ADDENDUM #1

QUESTION: Is a soil survey report going to be provided by the City?

CITY'S RESPONSE: No, the City is not providing a soil survey or geotechnical report for this project. We are however revising the bid form (see attached form) to include a rock excavation line item with assumed quantity. Please note that all rock excavation must conform with GDOT Standard specification 205 and will be paid for under line item 205-0210.

QUESTION: Is a General Contractor's license required as well as GDOT pre-certification?

CITY'S RESPONSE: No, the qualifications have been amended (see attached form) to show GDOT Pre-Qualification is necessary, not a General Contractor's License.

QUESTION: Can the City upload the project plans to their website separate from the bid documents?

CITY'S RESPONSE: Yes, the City will upload a separate PDF file of the plans at full scale to the website.

QUESTION: Will this project require submittal of certified payrolls or compliance with Davis-Bacon wages?

CITY'S RESPONSE: No, this project is funded with local dollars so it does not require Davis-Bacon compliance or certified payrolls.

Attachments

- 00 41 00 Bid Form – Modified 3/03
- 00 45 13 Bidder's Qualifications – Modified 3/03
- 00 52 00 Agreement – Modified 3/03

3 March 2026

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: David Borkowski, City Engineer 04/09/2026
Angela Egan, Purchasing Manager 04/09/2026
Dustin Farron, Assistant Financial & Administrative Services Director 04/09/2026
Kelly Bush, Financial & Administrative Services Director 04/09/2026
Chris Hobby, Assistant City Manager 04/09/2026
Justin Strickland, City Manager 04/09/2026

DATE: April 16, 2026

SUBJECT: 04-26-05 Drake Pavillion Additional Repairs

Recommendation:

Approve the proposed change order from Willow Dell in the amount of \$43,140.00.

Discussion:

The Drake Pavillion has been undergoing repairs since rotted wood was discovered in the main support beams. As part of the restoration work, all the structural beams were sanded clean and refinished. During the sanding portion of the project, a void was discovered near the center junction of the roof truss facing the lake. Further investigation by the structural engineer for this project found evidence of rot in multiple beams of this truss. The structural engineer recommends removal and replacement of the entire truss to ensure the pavilion is safe to use. The proposed change order cost includes the new beams in pressure treated wood to prevent future rotting issues, replacement of a section of the roof, and repainting the new roof decking.

Unfortunately, the fabrication of large beams for this project takes approximately 6 weeks. The lakeside section of the pavilion will remain barricaded off for safety reasons until the beams are ready, then the contractor will return to complete the final repair work.

Willow Dell has worked diligently with the City Staff and the Structural Engineer throughout the course of this project to keep the public safe, restore an iconic part of our City architecture, and control costs on this repair project. The moment their employee found a problem, it was reported to the City and efforts were made to ensure no one was injured. The contractor and structural engineer investigated multiple

options for this final repair considering cost, durability, time, and constructability. This option presents the best choice for a lasting repair.

Staff recommends approving this change order so the contractor can begin securing materials and set a timeline for completing this project.

Budget Impact:

This change order will require an additional \$43,140.00. The current contract is funded from Recreation CIP funds.

Attachments:

- 1. Hip Roof Modified Demo



WILLOW DELL

Willow Dell
Powered by RedTeam

FIXED PRICE CHANGE PROPOSAL

04/02/2026

Angela Egan
Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Our Change Proposal 1070003-05 for **Truss - Partial T&G - Hip Roof**

Project: Drake Field Pavilion Repair

Drake Field

Drake Field, 155 Willowbend Rd, Peachtree City, GA 30269

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

- Demo the roof, deck, and tongue and groove back to nearest truss.
- Demo the old truss
- Build the truss on the ground
- Pick and set the truss on the beams (lull or crane)
- Reinstall tongue and groove and decking/roof prep
- Install new asphalt shingles for hip only
- Allow the truss assembly to dry
- Prime/Paint Tongue/Groove and Truss
- Temp fence Included

Price: \$ 43,140.00 *Forty Three Thousand One Hundred Forty Dollars and Zero Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 63 days.**

Clarification(s): - Duration for drying of beams is unknown and will require may require additional contract extension.

Expiration: This Proposal shall remain open for 30 calendar day(s).

Please contact me at 4706717225 or via e-mail joshua@thewillowdell.com if you have any questions or require additional information.

Regards,

Willow Dell

Joshua Herr

President

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: _____ Date: _____

Peachtree City

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Justin Strickland, City Manager

FROM: Michael Polacek, Council member 04/09/2026
Chris Hobby, Assistant City Manager 04/09/2026
Justin Strickland, City Manager 04/09/2026

DATE: April 16, 2026

SUBJECT: 04-26-06 Alcohol Ordinance Amendment and Fee Schedule Update

Recommendation:

Approve the 12-month pilot program, with an option to extend the ordinance amendment pending council and staff review.

Discussion:

A version of this ordinance was previously discussed in November 2025. The ordinance amendment originated from an independent request from a commercial plaza within the City:

A shopping center property management team emailed Council requesting the ability to allow patrons to move freely with alcohol throughout specific outdoor areas 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.

The recommendation would include a 12-month pilot, with an option to extend the ordinance amendment pending council and staff review.

Budget Impact:

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

Attachments:

1. Chapter_6___ALCOHOLIC_BEVERAGES

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;
- (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; Ord. No. 1243, § 1, 12-11-2025)

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.

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

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

Approved containers means a tamper evident container that:

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

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

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

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

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

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

Close corporation means a domestic corporation which does not have:

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

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

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

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; Ord. No. 1243, § 1, 12-11-2025)

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).

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

-
- (18) Broker (malt beverage).
 - (19) Broker (wine).
 - (20) Broker (distilled spirits).

(21) Entertainment district (distilled spirits, malt beverage, wine).

- (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; Ord. No. 1243, § 1, 12-11-2025)

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.
 - (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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:
- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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.
- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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;
 - (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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:
- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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.*
- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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).
- 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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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 6-122(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; Ord. No. 1243, § 1, 12-11-2025)

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.
- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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;
 - (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 section 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 section 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; Ord. No. 1243, § 1, 12-11-2025)

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:

Created: 2026-03-06 08:36:15 [EST]

(Supp. No. 56, Update 3)

-
- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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:

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.

Agent means the license representative.

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

Monthly period means the calendar months of any year.

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

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

Tax means the tax imposed by this article.

(Code 1980, § 3-80; Ord. No. 1239, § 1, 8-21-2025; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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.

- (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; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)

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.

Created: 2026-03-06 08:36:15 [EST]

(Supp. No. 56, Update 3)

(Code 1980, § 3-87; Ord. No. 1239, § 1, 8-21-2025; Ord. No. 1243, § 1, 12-11-2025)

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; Ord. No. 1243, § 1, 12-11-2025)