

City Council of Peachtree City
Agenda
November 1, 2001

7:00 p.m.

- I. Pledge of Allegiance
- II. Announcements, Awards, Special Recognition
- III. Minutes
 - October 4 Regular Meeting Minutes
 - October 18 Regular Meeting Minutes
- IV. Monthly Reports
- V. Consent Agenda
 - 1. Consider Alcohol License Representative Change – On The Border Mexican Café
 - 2. Consider Financial Institution for Lease/Purchase of Equipment
 - 3. Delete Ordinance Which Established CCY
 - 4. City Manager Contract
- VI. Old Agenda Items
- VII. New Agenda Items
 - 11-01-01 Public Hearing – Variance – Centex Homes
 - 11-01-02 Public Hearing – Variance – Erwin Industries
 - 11-01-03 Consider New Ordinance 54-13 Animals in the Parks
- VIII. Council/Staff Topics
- IX. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
October 4, 2001
7 p.m.

The City Council of Peachtree City met Thursday, October 4, 2001, in the City Hall Council Chambers. Mayor Lenox called the meeting to order at 7:00 p.m. Other Councilmembers present were: Carol Fritz, Annie McMenamin, Steve Rapson, and Dan Tennant.

Announcements, Awards, Special Recognition

Mayor Lenox proclaimed October as Golf Cart Safety Month in Peachtree City. He presented the proclamation to Tennant, who suggested the emphasis on golf cart safety education and insurance. Lenox proclaimed October 6 as Alzheimer's Recognition Day and presented the proclamation to former Mayor Fred Brown, one of the organizers of the Memory Walk fundraiser. Gary Craig, outgoing Little League president, was recognized for his contribution to the program. Lenox recognized Art Swahlen of Public Services as the Employee of the Month for August.

Approval of Minutes

McMenamin moved to approve the September 20 9 a.m. Special Called Meeting Minutes as written. Fritz seconded. The motion carried unanimously. McMenamin moved to approve the September 20 6:30 p.m. Special Called Meeting Minutes as written. Fritz seconded. The motion carried unanimously. McMenamin moved to approve the September 20 Regular Meeting Minutes as written. Fritz seconded. The motion carried unanimously.

Consent Agenda

1. Consider Appointment to the Development Authority – Belinda Sward
2. Resolution of Reimbursement for GMA Bricks & Mortar Lease/Purchasing Financing
3. Change in License Representative for the Village Store, Chevron #18
4. City Manager Contract

McMenamin moved to approve the consent agenda. Fritz seconded. The motion carried unanimously.

Old Agenda Items

04-01-01 Consider Livable Centers Initiative

David Rast gave a presentation on the Livable Centers Initiative (a copy of the report is included in the official meeting file). Peachtree City was one of 12 communities awarded the funding for the study a little over a year ago, Rast said. The study began, and then got off track a little as the Advisory Committee looked at some intensive commuter rail station scenarios and other things. He commended the Advisory Committee for their work. The work was done over the past several months, without a consultant, with input from City staff. Rast added there was also a lot of public involvement in the plan.

Rast gave a brief overview of the area included in the study. Most components required in a Livable Center already existed in the area, he said. As the puzzle was put together, the Advisory Committee found it was disjointed and the Advisory Committee focused on how to tie the area

together and meet the criteria established by the Livable Centers objectives. The Advisory Committee established several goals. The first was to look at alternate transportation. Commuter rail was not an alternative desired by most residents in the City. Rast said if it were to come to the City, it would be looked at then. Instead, the Advisory Committee looked more at the multi-use path system already in place. A lot of the path system was developer driven, but there were some obvious gaps that have kept the area disjointed from the rest of the City, Rast continued.

Another goal was establishing a transportation system in the area to get people from Point A to Point B without having to get on Highway 54. Several alternatives were considered, including a secondary road system.

The next goal was to look at the current zoning of the undeveloped property, most of which was zoned General Commercial, Rast said. He said there was a pretty intensive retail corridor north and south of Highway 54 that was undeveloped. There were a lot of unknowns about the undeveloped property and many concerns about how the smaller parcels would be developed. One of the options considered was whether or not the retail corridor could be combined to get a larger footprint and to look at the parameters for development. The Advisory Committee also looked at re-development of some properties, such as the Line Creek Baptist Church property and some of the Line Creek Office Park property, and parameters for re-development.

The Advisory Committee also set a goal to implement architectural and aesthetic covenants and restrictions for development in the area. The way the ordinances were set up now, there weren't many restrictions. Rast commented that it might be difficult to get something other than the standard boxes.

Rast said the Advisory Committee took the goals and objectives, looked at all the scenarios, and ultimately came up with a Master Plan for the 54 West Corridor. Rast said that the Georgia Department of Transportation (DOT) planned to widen Highway 54 with two travel lanes eastbound and two travel lanes westbound with a 40-foot median so a third lane could be added if necessary in the future. The road parameters determined how the rest of the area would be developed. Rast pointed out that DOT was designing the highway to move traffic, whereas the City would like to see the area more pedestrian-friendly. Rast pointed out the present traffic signals and the signals planned for the future which included the intersections of MacDuff and Highway 54, Planterra and the Home Depot entrance and Highway 54, Huddleston and Highway 54, Marketplace and Highway 54, and Highways 74 and 54. The committee suggested adding another signal at Line Creek and Highway 54, which allowed a signaled intersection to the secondary road as well as access to the office park.

Rast said they were proposing two roads. One was a secondary road north of Highway 54 that started at MacDuff Parkway, continued between the outparcels and Summit apartments, continued to Home Depot/Wal-Mart, and ultimately through the church property and connecting to Huddleston Road at the intersection. A continuous retail/commercial development was seen along the properties to the west of MacDuff Parkway. Rast said there were presently 12 to 13 curb cuts along Highway 54 and no one knew what DOT would do, either keeping the cuts or buying some from the property owners. The Advisory Committee would like to see curb cuts on Highway 54 limited and suggested access to outparcels on the highway be accessible from the

secondary road rather than a series of curb cuts on Highway 54 or limit the curb cuts to one right-in, right-out between each traffic signal. The property owner was not willing to commit to the plan now, but the Advisory Committee felt it was something that could be encouraged when site plans were reviewed. The secondary road system south of Highway 54 would come in by the Days Inn property, and included two traffic circles, one of which would be along Planterra Way. This secondary road would be pulled back from Highway 54 to have a similar retail development to the north side of the highway, to maintain a 60-foot buffer, to allow properties to develop, and to prohibit a large tract. Rast emphasized this was a recommendation and the property owners had not been contacted. The Advisory Committee recommended the use of roundabouts to discourage cut-through traffic in Planterra Ridge and to make the traffic move more slowly. The Advisory Committee would also like to see another roundabout added near the Planterra amenities center to make traffic through that area very slow moving to discourage cut through traffic. The committee would also like to a second Planterra subdivision entrance at the roundabout to give the area more identity.

The Advisory Committee looked at extending the multi-use path system, what developers were proposing, what DOT was proposing, and what gaps would be left. One of the main components was a multi-use bridge over Highway 54 to provide access from the north to the south side of the highway. The committee felt that would provide an opportunity for a gateway to the City and the west corridor. The committee envisioned a tunnel from Westpark to Marketplace when Highway 74 would eventually be widened. With the widening of Highway 54, tunnels would be placed underneath the highway to allow golf cart access to both sides of the area. Rast said it was an exciting plan for the multi-use path system, much of which was being done by developers. He added that when Highway 54 was widened DOT had committed funds to put in two tunnels by the railroad bridge. The DOT engineer was designing the tunnels and the bridge, Rast said.

There would be intensive landscaping and street lighting along the corridor. Rast continued that the pedestrian crossings at the intersections might be done in stamped asphalt or concrete pavers to make them more pedestrian friendly.

Rast continued that Council support had allowed the Advisory Committee to submit the plan to the ARC. To be included, the plan must be approved by Council and the projects must be included in the City's PIP. Rast added that just because the projects were included in the PIP did not mean the City had to do them. Inclusion in the PIP made the projects eligible for funding from the ARC, he explained. The information needed to be submitted by mid-November and each project needed to be a separate submittal. He added that projects for FY 2002 had already been submitted, but Rast felt the City had a good chance of being included in FY 2003 TIP funding. Rast pointed out that they were dealing with a variety of property owners. He added that RAM Development, the developer for Wal-Mart and Home Depot, was willing to work on architectural standards on their property. The committee would like to develop review criteria for projects in the area and would like to see cohesive development along Highways 54 and 74. The results of the study should be included in the update of the City's Land Use Plan, Rast said.

Tennant asked Rast for clarification on the funding and whether it would come from the ARC or DOT. Rast explained that the ARC managed the DOT funding, including projects it felt was viable in the TIP. He said projects that weren't eligible for the Livable Centers Initiative could

still be eligible under the TIP program. Tennant enquired if 20% of the funding still fell to the City, and Rast said yes. Steve Brown, a member of the Advisory Committee, asked Rast if there were federal grants available for some of the projects. Rast said there were several pots of money available, including grant money for this type of development. Those would be pursued first, then others, Rast added. Lenox added that money for the projects was available, but DOT's policy was that if the City wasn't ready to help itself, they wouldn't help them. Fayette County was the only county in metro Atlanta without a 1% LOST for transportation, Lenox added.

Rapson asked Rast about the 40 acres in the area that had not been identified for specific development. Rast replied that it was the only property within the approximately 1,500-acre area that was not spoken for and was not developed. Rapson referred to pages 14 and 15 of the study that said the cost of Phase Two of the northern secondary road from the Home Depot/Wal-Mart entrance drive to Huddleston Road should be shared by the developer and the City. Rast stated that was one of the points debated by the advisory group. Rapson commented that the reason people would use the road was to get to the commercial sites to spend money. Lenox stated that the developers didn't have to do any of this. To achieve what was best for the City, there had to be a certain amount of give and take. He agreed that he wanted the developers to pay for it, but didn't want to tie the City's hands.

Rast said there was a fine line and he was hoping the plan would be a win-win situation for everybody. If the city was willing to participate, the developers' feet would be held to the fire, he said. Rapson said it was a great plan, but he was concerned about putting \$2.5 million in the PIP over the next two years. He said he realized that the plan was conceptual right now and the numbers weren't etched in stone unless the City got the grants. He commented that he was opposed to raising taxes now, and he was certainly opposed to overlaying \$2.5 million over the next two years. Rast said it was required for communities to have the projects in the PIP to get funding. Once the dollars were committed, no one else could get them. If projects did not move forward, the money went back into the pot. Rast added that some projects were never built. Rapson said that with DOT, DCA, and ARC falling under the GRTA umbrella now, GRTA needed conceptual approvals, adopted plans, and for Council to have taken action and put the funding in place before the projects even got to the table for the TIP. Lenox said what Council was doing at this meeting represented a conceptual approval and commitment that it was a worthwhile project, but was not a final authorization for money. Rast added that the City would begin applying for grants in November for the projects. When the grants were awarded, they would come back to Council. If the money wasn't there, the project would be delayed. He added a lot of the projects were dependent on the road widening.

Tennant commented that he would be willing to pay a portion of the secondary road costs if it limited curb cuts on Highway 54. Rapson agreed that Council needed to be flexible enough to work out what was best for the City. Council commended the Advisory Committee on the work they had done to prepare the study. Tennant moved to approve the transmittal resolution to the ARC. McMenamin seconded. The motion was carried unanimously.

09-01-01 Public Hearing – Consider the 2001 Millage Rate

Lenox read the procedure for the public hearing. Basinger told Council this was the final public hearing of three required by the State to consider the millage rate. He stated that Council was required to set the millage rate tonight after the final public discussion. Financial Services

Director Paul Salvatore gave a brief presentation on the 2001 millage rate. (A copy of the presentation is included in the official meeting file.)

McMenamin read a prepared statement on her thoughts about the budget and millage rate. She pointed out that the City Manager had directed only essential department purchases be made until the full impact of the economic slowdown was known. McMenamin felt Council needed to direct staff to develop a plan that would compensate for a 5-20% decrease in revenues expected to be affected by the events of September 11. She asked the directors and chiefs to take another look at their operating budgets and identify any equipment or cuts that could be made without affecting service delivery. She added that if it was determined prior to the end of the fiscal year that all the cuts weren't necessary, then funds should be released back to the departments and projects and equipment returned to the PIP.

Ben Bauman asked if the City had a long-term contract for natural gas and gasoline. Salvatore said he had looked at that and had gone with the low bid. Bauman added that it would be a good time to lock in the price since natural gas prices were lower. Lenox pointed out that the City purchased natural gas with the County and the Board of Education to keep costs down, but didn't know if anyone had looked at other options to drive down costs. Rapson commented that even though the prices had dropped, the savings hadn't been passed on to consumers. Basinger said staff would look at it.

Rapson said he agreed with a lot of McMenamin's comments. It was common sense for the City to attempt to live within its means, he said. Rapson added that was hard, especially since the City had been growth-oriented for so long and was now feeling the effects of growth slowing down. McMenamin stated that the Council had also always tried to meet the demands of the citizens and was a city of recreation. In other cities, private interests provided those facilities and programs.

Sales tax was the City's biggest revenue source, Lenox stated. If that revenue were to drop 20% it meant that purchases in the community had dropped 20% and represented an 8% reduction in overall revenue. The other vulnerable area was the hotel/motel tax. If the hotel/motel tax was cut in half, it represented a 3% overall budget shortfall. Both areas represented a 10% drop in revenues and shouldn't be taken lightly, Lenox said. Salvatore said he had looked at the major revenue sources that might be affected which totaled over \$7 million. A 20% cut in the \$7 million collected from those areas would be \$1.4 million, Salvatore said.

Staff was working on a contingency plan, Lenox said. He explained that the output was pretty well fixed and most of the cost was salaries and benefits. He said the economy was pretty resilient and Peachtree City was a resilient community. The City needed to be prepared. Staff had gone back through every line item and found an additional \$75,000 to cut, Basinger said. The City did not produce a product, but it provided a service. Basinger said the City couldn't cut people and provide the services. Staff would look at the budget again and come up with a plan to take care of a 5% to 20% deficit in revenues, including the cash reserves. Basinger said staff had hoped to improve cash reserves, but might have to dip into them. He added it would be a combination of all the sources, expenses and revenues and cash reserves that would be looked at. The recommended millage rate would make a tremendous improvement in the cash reserves, but unfortunately, the City might have to dip into them right away depending upon how bad the

situation got. McMenamain replied President Bush had said he would take care of national defense and that the public needed to keep the economy going. Basinger added that it was important to the morale of the citizens for the city to continue to provide services.

Recreation Commissioner Earl Spell told Council that the City's Little League Association had been approached to use the City's baseball/soccer complex for a regional tournament, which would benefit the hotel/motel tax.

McMenamin commented that it was important to maintain continuity for the City's families as she recalled her husband putting in three tours in Vietnam in five years. She said she looked to the community to help provide a stable, safe environment.

Phyllis Aquayo stated that everyone moved to Peachtree City for a certain quality. The residents expected the City to spend money wisely and provide quality services. Most residents would rather see the millage rate go up than lose the quality of the services, she said.

New Agenda Items

10-01-01 Public Hearing – Adopt the 2001 Millage Rate

Lenox stated that the purpose of the three previous public hearings were for information and didn't call for any action. The purpose of this hearing was to adopt the millage rate. Staff recommended a gross millage rate of 8.697 and LOST rollback rate of 4.382, which left a net millage rate of 4.315 mills, the rate used in preparation of the budget for the next fiscal year.

Tennant commented that everyone had come to expect a certain level of service from the City and that the City Manager saw to it that there was a heck of a bang for the buck. These were difficult times for some families and a lot of businesses were walking on pins and needles. The bottom line was he didn't feel it was the time to increase people's taxes. Tennant suggested that the Public Safety budgets be left alone and that the other departments cut their budgets 10% across the board. That would mean cutting people, but Tennant added that the private sector was doing that.

Aquayo asked how much the millage rate increase would be for a \$100,000 home. Salvatore said a mill was 47.5 cents per thousand on the assessed value of a home, or about \$40 per year for a \$200,000 home. He added there was a tax credit increase of about the same amount. Lenox said the City was talking about ½ mill, so the cost would be about \$20 for a \$100,000 home. Aquayo stated that if a millage rate increase allowed the City to provide services and kept the unemployment rate from going up, she didn't feel it was big sacrifice. Lawrence DeMarino said it was still a tax increase versus a tax cut. Lenox pointed out that the difference between the City and federal governments was that the City wasn't allowed to operate on a deficit budget.

Kathy Cheney commented that the millage rate increase hit home with her. Her husband retired from the military so they could stay in Peachtree City. Their home was their single largest investment, she said. The City needed to make sure the kids were taken care of and as well as the things that make Peachtree City the place it was. She said she didn't mind spending a little money now to protect their investment.

Ben Bauman, a small business owner in the City, stated if the City took more money from businesses, they would lay people off to make budget. He asked if a few people should be laid

off in the City, or 50 in the community. If government services were cut, those people might remain employed. Lenox said the average value of a home in Peachtree City was \$200,000, which was just under \$28 a month in ad valorem property taxes at 4.315 mills. He pointed out that was less than people paid per month for cable or cell phones. He added that the City had had a lower tax rate and provided services way above other cities. Staff provided those services cheaply and he didn't want to cripple that ability for a very small amount of money per household, Lenox said. McMenamin asked whom the City would lay off, whether it would be the people who pick up trash and keep the City looking good, or someone else.

Tennant said he wasn't talking about doing away with departments or necessarily doing away with people, although it could come to that. He added that \$30 or \$40 wouldn't change people's lifestyles, but it would affect people's attitudes about government.

Rapson stated he was opposed to the tax increase, to laying people off, and to a 10% cut across the board. He felt the tax increase wasn't warranted because of the cash reserves the City had. He said he didn't want to see employees laid off, but that could happen when talking about 10% cuts. Larger departments could handle the cuts, but smaller departments couldn't absorb them. There were other ways to pick up the extra 10%, such as not hiring people right away to fill vacancies. Rapson added that he was talking short-term solutions since he believed the economy would turn around.

John Mrosek said it was a matter of principal and that the nation elected a president and Congress who chose to cut taxes. The City was experiencing a decline in revenue and expenses had to be cut. The City's tax increase followed the County Commission's tax increase. Nobody wanted to cut important things in the City, but Mrosek said the City had to live within its means. Lenox asked Mrosek what services he would have him cut and said he refused to cut services. Mrosek said there should be citywide cost accounting audits and that everything in the City should be subject to competitive bidding. Mrosek said the examination of the budgets was a necessary discipline and was not a 24-hour process. He added that the LOST revenue had to go down because of September 11.

Lenox moved that the millage rate of 8.697 gross millage and LOST rollback of 4.382 resulting in a net millage of 4.315, as recommended by City staff and reviewed during the budget process, be approved. McMenamin seconded. The motion carried 3-2 with Rapson and Tennant voting against it.

10-01-02 Discussion on the Commission on Children and Youth

Cele Eifert, chairman of the Commission on Children and Youth (CCY), asked Council to dissolve the CCY. Eifert told Council the CCY was one of the few city-based CCYs in a field of county-based CCYs. The CCY also represented a city that had no children/youth-related social services. Nonetheless accomplishments had been made and programs had been implemented by the commission. It was time to pass the baton to Fayette FACTOR, which came into the forefront last October and was a collaborative of countywide services and resources. The CCY recommended Council dissolve the CCY immediately, that Council appoint a Councilmember or City representative with decision-making authority to the Fayette FACTOR Board of Directors, and that Council support the Youth Advisory Board as a stand-alone entity under the Recreation Department.

McMenamin asked Eifert to explain Fayette FACTOR. McMenamin added that her point was that dissolving the CCY was not taking anything away from the City.

Jill Holmes-Long, the chair of the Fayette FACTOR (Family Alliance for Teamwork, Outreach and Resources), explained that FACTOR was granted by state money last October and was created to be a networking group for all services and service providers in the county, and to look at what was there or not and plug in the holes. She continued that children and youth from throughout the county crossed municipal lines for schools and other activities, and that would continue to grow. She pointed out there had been more suicides in the 15-20 age range in the last five years than ever before in Fayette County. Fayette FACTOR made sure there were services in place and there was not duplication. The organization's board was growing and had representatives from the municipalities, faith-based organizations, business, and service providers.

Lenox asked about the option recommended by staff which included appointing a councilmember or city representative to Fayette FACTOR. Eifert stated that CCY preferred that the representative should be someone with decision-making authority and that making a Councilmember the representative showed the level of importance and value that children and youth held. McMenamin said she would rather the representative be a member of the Recreation Commission. Rapson, who had teen-age children, agreed with Eifert and felt it was more appropriate for a Councilmember to serve on the FACTOR board. He said he would be willing to serve. CCY Commissioner Chuck Lehman pointed out that when FACTOR was formed Mayor Steele from Fayetteville was involved. CCY Coordinator Bernice Wassell added that Cheryl Lee, mayor of Tyrone, had also been involved.

Lenox said since it was the consensus that someone from Council, who had the time and the willingness to do it, could serve until the consensus changed. McMenamin said she didn't want to downplay the Recreation Commission since the CCY came out of it and did do some things about mental health, date rape, and branched out into other areas. Lehman pointed out that Wassell was already in the FACTOR as a director. McMenamin said she felt more comfortable with Wassell in the FACTOR since she worked with the YAB and had that input. Tennant and Fritz said they were also willing to do it. Fritz said people often came to the Board of Health wanting assistance and having something like FACTOR as a source would be very helpful.

Holmes-Long said the steering committee for the FACTOR had been in place for two and a half years. There was an active working collaborative of which Wassell was an active member. The collaborative was divided into task committees, with the Research and Development Committee looking at what the best practices were to address issues with kids. She added there had been a 1% increase in juvenile crime and the committee was looking at the reasons behind it and what the crimes were. The Outreach Communication Committee had put together a website, www.fayettefactor.org. A countywide assessment looked at the strengths kids needed to be productive citizens in the future. Fayette FACTOR wanted good healthy families and parents that parented well with children that would grow into good citizens.

Lenox moved to adopt the action recommended by Cele Eifert as chairman of the CCY utilizing Option 3 (Option 3 recommended Council dissolve the CCY immediately, that Council appoint a

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to Board of Health

Councilmember or City representative with decision-making authority to the Fayette FACTOR Board of Directors, and that Council support the Youth Advisory Board as a stand-alone entity under the Recreation Department). Tennant seconded. Fritz asked if CCY objected to having two councilmembers on the FACTOR board. Eifert and Holmes-Long said no. The motion carried unanimously.

Tennant moved that Steve Rapson be appointed as Council representative to the FACTOR. Fritz seconded. The motion carried unanimously.

10-01-03 Consider Exceptions to Water Restrictions – Fundraisers for the 9/11 victims

Basinger said the City had received a request from Chick-fil-A to hold a car wash in conjunction with a community yard sale on Sunday, October 7. All proceeds from both events would be donated to the September 11 Disaster Relief Fund. Basinger continued that Peachtree City was a member of the Department of Natural Resources Environmental Protection Division 15-County Metro Atlanta Outdoor Water Ban, which prohibited outdoor water usage between 10 a.m. and 10 p.m. Council had the authority to grant an exception to the ban and Basinger asked that Council authorize the Chick-fil-A exception as well as any other requests for fundraisers in which all proceeds would benefit the September 11 Disaster Relief Fund. Rapson moved to approve the request. Tennant seconded. The motion carried unanimously.

Council/Staff Topics

There were no Council/Staff Topics.

There were two personnel matters, one legal matter, and one real estate matter for executive session. Lenox moved to go into executive session after a short break. Fritz seconded. The motion carried unanimously.

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

There being no further business to discuss, McMenamin moved to adjourn the meeting. Fritz seconded. The motion carried unanimously. The meeting adjourned at 9:35 p.m.

Jane Miller, City Clerk

Robert L. Lenox, Mayor

City Council of Peachtree City
Minutes of Meeting
October 18, 2001
7 p.m.

The City Council of Peachtree City met Thursday, October 18, 2001, in the City Hall Council Chambers. Mayor Lenox called the meeting to order at 7:00 p.m. Other Councilmembers present were: Carol Fritz, Annie McMenamin, and Dan Tennant. Steve Rapson arrived late.

Announcements, Awards, Special Recognition

Mayor Lenox recognized Jim Fulton for his service on the Development Authority from 1975 to 2001. Lenox recognized Cecilia Eifert and Chuck Lehman for their service on the Commission on Children and Youth. Jim Kretchman of the Fire Department was presented with a 10-year service pin. Wray Russell, outgoing Youth Basketball President, was presented an award of recognition for his service. Chris Campbell was recognized as Employee of the Month for September and Jill Prouty was recognized as Supervisor of the Quarter for the Third Quarter.

Approval of Minutes

Council did not receive an entire set of minutes for the October 4 meeting and tabled approval of the October 4 minutes until the November 1 meeting.

Consent Agenda

1. Award Stormwater Management Program Contract
2. Request for Use of City Logo

Lenox moved to approve the consent agenda. Tennant seconded. The motion carried unanimously (4-0).

New Agenda Items

10-01-04 Public Hearing – Variance – 124 Masters Drive North

Lenox read the procedure for public hearings. Property owner Anice Pearson addressed the Council concerning a request to roof and screen the upper area of their deck. Pearson explained their property was located on a greenbelt with a creek right behind it. Since there has been no rain, there was standing water in the creek, which led to an increase in mosquitoes in the area. Pearson commented that had become a concern with the West Nile Virus and asked for the variance to screen-in their deck.

Developmental Services Director Jim Williams told Council that Mr. and Mrs. Pearson had been granted a variance several years ago (May 6, 1999) for the deck, which was added to the home by the previous owner and encroached into the setback area. When the first variance was granted, the Pearsons did not want to permanently enclose the deck area and the variance was granted with the condition that the deck remain open. After using the area, it became obvious there was a mosquito problem. Williams said the Pearsons' request was reasonable and wouldn't encroach on anyone. Staff recommended the second part of the variance for 124 Masters Drive North be approved.

McMenamin said she agreed with Williams and that there would be no negative impact on the neighborhood or precedent-setting action. McMenamin moved to approve the variance request for 124 Masters Drive North. Fritz seconded. The motion carried unanimously (4-0).

10-01-05 Public Hearing – Variance – 406 Holly Brook Lane

Tennant said he would like to table the variance until the November 1 meeting. He continued that the property owners and their neighbors were not advised that staff had recommended denial of the variance and many of the neighbors weren't able to attend this meeting. He said Council owed it to the neighbors to table the variance for one meeting. Lenox said this question had been encountered a number of times. He added that approval of the variance was not a question of marshalling the forces and that decisions were made based on the arguments, not the number of people. Tennant stated that the property owner was under the impression the variance would be granted and only learned a few hours ago that wasn't the case. From a fairness perspective, Tennant said they should wait one meeting. Lenox, Fritz, and McMenamin said they were ready to hear the variance.

Brian Dingivan spoke to Council concerning his request to install a 6-foot privacy fence on the rear property line, which is within a required fence setback area. Dingivan said all of the neighbors (8 houses in a row) had agreed to use the same contractor and to install the same type of fence. He pointed out that Holly Grove would become a main thoroughfare once it was opened to traffic and the neighbors were concerned about the traffic, children, pets, and noise abatement. He added that the 35-foot buffer would abate no noise at all. One of the reasons the neighbors agreed to the same contractor and fence design was so it would be attractive and so that people wouldn't feel as though they were driving through a tunnel. It had been brought to their attention that the City staff would help with landscaping, and improving the greenbelt, so the fences wouldn't have a "stockade" effect.

Jane Thompson, managing agent for the Wilshire Homeowners Association, spoke in support of the variance. She added that the road would become a major thoroughfare once it was connected and the neighborhood would lose the use of their backyards and a lot of privacy. She said when Centex developed the property it was a residential area and now they realized it would be a major thoroughfare. Carrie Barbieri and Michael Maconiac also spoke in favor of the variance.

Williams said when the residents on Holly Grove came to see him they indicated almost all of the people who lived on the block would rather have a fence. Rather than have 10 variance applications, staff decided one person should come in and apply. If Council had granted the variance, Williams said he would have recommended the ordinance be changed to reflect a 25-foot setback rather than a 35-foot setback so there wouldn't be numerous variances. History led to staff's recommendation against the variance, Williams said. He continued that the ordinance read the way it did because of the trend of "fence, fence, fence," creating a walled-off appearance of the residential areas from the rights-of-way of the streets. Council felt that wasn't in character with Peachtree City and the ordinance was proposed. Williams noted that a lot had changed during the last 10-12 years and that the lots in Wilshire weren't the largest in the City. Fences weren't restricted by the ordinance; but the height of fences was restricted within the 10-foot area between the property line setback and the greenbelt. He added that a 4-foot fence would restrain a lot of children and animals, but not all. Williams continued that under the conditions of the ordinance, staff had to recommend disapproval. Several variance requests on this issue had been turned down in the past, but times had changed. Williams said it would probably be a good time to re-evaluate the policy.

Dingivan responded that the neighborhood was unique. A nearby home was only 13 feet from the buffer. If required to meet the ordinance, the owners would be able to fence in only three feet of their backyard. Dingivan said he had 62 feet from the rear of his house to his property line, while others had 30 feet. Moving the fences back 10 feet to meet the ordinance requirement would take 30% of some of the backyards.

Lenox said the question was far more serious than the particular neighborhood or lot involved. Council had studied the issue numerous times. Approving the variance would have an impact all over the City and Lenox didn't feel it was time to change the ordinance. The City's neighborhoods were designed so houses weren't lined up along the collector roads, but backed up to them. The ordinance was created to avoid the "stockade" look. From a personal standpoint, Lenox continued that the City was extremely attractive, and changing the ordinance would drastically alter the City's appearance. If the variance were approved, the ordinance would have to be changed. He pointed out that a lot of people had spent time, energy, and effort to meet the ordinance and that a 4-foot fence could be built on the property line, or around a swimming pool.

McMenamin stated that Council had tried to establish an open greenspace look in the City over the years and had turned down several variance requests. While it was difficult, it was for the overall good of the City, she said. McMenamin said they tried hard not to set precedents in the City that would be negative. Having turned down other requests, McMenamin said she couldn't approve this variance in the best interests of the City.

Dingivan pointed out that at .31 acres, he had one of the largest lots in the subdivision. He added that it wasn't the norm in Peachtree City to have a house that close to a collector road. People weren't interested in degrading their property values. He said it would be a community effort with landscaping to enhance the neighborhood.

Lenox said the key was that while Dingivan and his neighbors felt their situation was unique; there were approximately 11,000 dwelling units in the City. This neighborhood was not unique compared to many of the situations that had been looked at. He reiterated that he wasn't telling people they couldn't use their property. They could build a 4-foot fence, do all the landscaping, and in the end, it would be the landscaping that would provide the buffering, the sound abatement, and the quality the rest of the residents would like to see maintained in the community. Lenox said they wanted to work with the residents and do what was best for their property. The quid pro quo was that Council also had to be responsible to the entire community and to all the situations that arose.

Fritz commented that she looked at the area and had a problem with houses on hills, which would put the fence up on hills, and that would not be attractive.

Tennant said he had also seen the property and, in his view, it came down to two feet. He asked why the ordinance was so important as to deny an aesthetically pleasing fence that would abate the noise and protect children. He added it was something the neighbors wanted and there were a number of trees on the greenbelt side of the fence that would prevent a "tunnel" effect. He said he would support the variance request.

Rapson said he had looked at the property, as well as the adjacent properties. Approving the variance would open the gates for the rest of the properties. Rapson felt that 6-foot fences changed the aesthetics and character of the City. The City's ordinances and zonings were very strict and that contributed to making the City such a wonderful place to live.

McMenamin moved to deny the variance request for 406 Holly Brook Lane. Rapson seconded. The motion carried 4-1, with Tennant opposed.

10-01-06 Consider Alcohol License for Publix #799 (New)

Bryant McClenaghan submitted an application for an alcohol license and applied to be appointed as the Licensee and License Representative for Publix #799 at 1200 Highway 74 South, which was slated to open December 6. McMenamin moved to approve Bryant McClenaghan as the Licensee and License Representative for Publix #799. Fritz seconded. The motion carried unanimously.

10-01-07 Consider Alcohol License for Thai Peachtree City, Inc., DBA/Thai Spice (New)

Steven Chan submitted an application for an alcohol license and applied to be appointed as the Licensee and License Representative for Thai Peachtree City, Inc., DBA/Thai Spice, which was scheduled to open November 1. McMenamin moved to approve Steven Chan as the Licensee and the License Representative for Thai Spice. Fritz seconded. The motion carried unanimously.

10-01-08 Award Bid for Employee Health/Dental Insurance

Director of Administrative Services Jane Miller said staff was directed to bid the employee medical insurance program during the Council retreat. The Request for Proposal (RFP) asked for quotes on both self-insured programs and fully insured programs as well as enhancements identified on an employee survey. The enhancements included vision, well-baby care, prescription drug card, routine adult physicals, and increasing the lifetime maximum from \$1 million to \$3 million. The City's insurance consultant analyzed the responses and recommended the City remain self-insured and that the City remain with AMS, the current carrier. Staff concurred with the recommendation, Miller said. The FY 2002 budget included \$1,059,500 in funding for employee medical, dental, LTD (Long Term Disability), and life insurance. Costs were determined to add some or all of the enhancements that were bid. Staff recommended adding well baby care, routine adult physicals, and increasing the lifetime maximum from \$1 million to \$3 million. The total costs were \$1,237,784, which created a budget shortfall of \$178,284. The cost was for full-time employees only. Miller explained there was a request to cover part-time employees at Retreat, but that would cause a greater shortfall during the current budget situation. Staff originally planned to recommend the City pay half of the shortfall with employees paying for the other half. After some discussion, Councilmember Rapson suggested the City pay 75% of the shortfall with the employees picking up the difference. This required employees to pay \$16 per month for employee coverage and \$40 a month for family coverage. Staff supported the recommendation, but realized in discussions with Councilmembers, the need for continuing evaluation of the level of employee participation in paying for medical coverage and the likelihood of future increases in employee payments. It had been discussed with employees so they knew it would be evaluated with a potential adjustment on October 1 of each year. Staff recommended Council pay the \$136,132 of the shortfall from the unreserved self-insurance fund, which currently had a balance of \$1,100,000 with the remaining shortfall to be funded by employees.

Miller said the City had also bid the dental insurance program and 14 companies had responded. The City had been with The Guardian for a number of years and the company recently significantly increased the cost of coverage. Currently, the City paid \$22.46 a month for employee coverage and employees paid \$47.58 per month for family dental. The bid from GE Financial was \$21.66 for employee coverage and \$33.88 for family coverage. It saved the City \$.80 per month per employee and saved the employee \$14.20 per month for family coverage. The City's insurance consultant assured staff that the GE Financial plan offered the same level of benefits as The Guardian. Staff recommended GE Financial with an effective date of January 1, which would enable staff adequate time to complete the enrollment paperwork.

Miller continued that one of the enhancements requested, but not included in the medical insurance, was vision care. A bid from Spectera for vision care would be an optional plan fully funded by those employees who wished to participate. The cost for employee coverage was \$6.50 a month and full family coverage was \$18 per month. Staff recommended offering the program, which would be fully funded by employees for themselves and family coverage effective January 1 to give staff time to enroll and educate employees about the program. Employee medical costs could be paid through the City's Section 125 plan, which allowed for pre-tax payment of premiums and reduced the employees' out of pocket net cost.

Rapson asked Miller if it was correct that the premise that the actual budget of \$744,000 for claims was based on historical actuarial-type tables and pointed out that it might not come to fruition based on the reality of next year, at which point a lot of the \$136,000 taken from self-insurance would reside in the self-insurance fund. Miller answered that could well be so. With the Section 125 eligibility (in which all employees are automatically enrolled), a \$40 a month benefit would be just over \$15 per pay period for the family and just over \$6 for the employee. Rapson said he wanted to have the comparison and felt it was fair to say that the plan was an extremely attractive benefit package, and the actual cost to the employee was extremely reasonable. Miller said staff met with a large number of employees prior to the meeting to let them know what was recommended, so they could come to the meeting if they had comments.

Lenox commented that the City's benefits program by today's standards would be described as extremely generous. The amounts charged to the City's employees on a monthly basis were what most employees in the Industrial Park paid weekly. The City was trying to be careful about impacting employees, but in the next few years the City might have to become more competitive in what was charged for benefits. That would not be favorable to employees, but it was an area where costs were escalating tremendously, he added.

Tennant said the three factors that enhanced the program, the well baby care, the routine physicals, and increasing the lifetime maximum, cost about \$25,000. Tennant said that was a good investment. He continued that the City's employees were getting a free ride for a long time and felt 75% of the costs should be paid by the employees rather than 50%. However, Tennant felt Rapson's program was good because a lot of people who worked for the City would be hit hard even at \$19 or \$20 a month. The program wasn't perfect, but was probably the best that could be done.

Fritz commented that it was better than her insurance plan. McMenamin compared it to her son's insurance plan. As a police officer in Alabama, he paid more than \$300 a month for health insurance.

Lenox said that with 223 to 224 employees at a cost of \$1.2 million, the insurance costs were about \$6,000 per employee.

Rapson moved to approve the medical and dental insurance bid with the additional enhancements noted by staff and the funding as indicated in the analysis. Fritz seconded. The motion carried unanimously.

10-01-09 Assumption of Deed Covenants from Pathway Communities

Williams said that a few years ago Council had expressed concern about the appearance of some of the subdivisions in terms of code enforcement and architectural review. A request was made for staff to take a more active role in the architectural review process. For 30 years, Pathway, PCDC, Garden Cities, and Bessemer exercised tight architectural review, which paid off and had been an important factor in the City's appearance. After November 1, Pathway would no longer administer architectural review since they had just about sold out their residential inventory and had moved to other areas, but they would retain architectural review over industrial and commercial projects. Williams added Pathway would work with the City in transferring the responsibilities. Williams said the best alternative with a strong legal basis was for Pathway to assign the City their rights and responsibilities in deed restrictions. Historically, deed restrictions applied to subdivisions for 20 years. Recently, deed restrictions became indefinite until everyone in the subdivision voted to discontinue them. The problem was with the older subdivisions whose deed restrictions were gone, Williams continued. Williams said the City would get the responsibilities for the bulk of subdivisions in the middle. The early subdivisions weren't included and homeowners associations were set up in the newer subdivisions that had a review process. The problem was the older subdivisions were in danger of falling through the cracks. If assigned the deed restriction responsibilities, the City would pick up the process and carry it forward. In addition, staff suggested Council pass an ordinance that covered all properties in town to provide a consistent blanket of architectural review. Williams recommended Council take immediate steps to assume the responsibilities and also draft a good architectural review ordinance for all properties in the City and apply across the board. The ordinance would supplement areas that still had deed restrictions in place. Williams added that the process had gone so well over the years that the City ought not to let go even for a couple of weeks. Williams added he had a great deal of experience in architectural review and felt it could be handled in-house in the immediate future.

McMenamin asked if this was anything a board of citizens could do with expertise, or if he recommended keeping it a staff level. Williams recommended handling it at a staff level, but that a controversy or concern would be brought to a board, much the way it was done with the Sign Committee.

Lenox commented the problem he saw was that it was an aesthetic decision and might be difficult for the City to administer. If Pathway wasn't going to do it, the City had to do it.

Tennant asked if there were a way for each subdivision to enforce its own deed restrictions without having to get involved on a staff level. Since it would take a lot of man-hours, he asked if there

was a better way to handle it. He said it might be worthwhile to let each neighborhood enforce its covenants. McMenamin added it would be difficult, especially when there was absentee ownership. Fritz pointed out the neighborhoods would have to be incorporated and have some ability to enforce them. Without a legal homeowners association, it couldn't be done.

Rapson asked if this wasn't the first fundamental step the City had seen in transitioning from a growth-oriented community to a stable community. He commented that it was really about shifting from building inspection to code enforcement, with code enforcement mirroring what the deed restrictions used to be. The City really had no choice but to accept the responsibilities and should start mirroring ordinances after deed restrictions. He added that it probably should have been done sooner. Lenox said it would help maintain the quality of the neighborhoods. He said assuming the deed covenants gave the City a lot more power to maintain the quality of neighborhoods. Rapson said he agreed with Lindsey's suggestion that the ordinances should reflect the deed restrictions. It would be easier to handle the matters in Municipal Court than in Superior Court. Fritz pointed out that having the City accept the responsibilities removed the neighbor against neighbor association when problems occurred. Over the past 30 years, PCDC and Pathway probably took about a half dozen people to court, if that many. Williams said it was a sign of poor administration to drag citizens into court when it could be worked out on a one-on-one basis. Williams said the answer wasn't in picking fights, but working to find a mutual solution. Pathway had done a good job of that through the years and Williams hoped to continue that.

Residents who spoke included Dan Lakly who said this would be a major change. For most residents, their biggest investment was their home and they were going to take care of it, Lakly said. He added that he lived in an older neighborhood and there were very few instances where people were not maintaining their homes. It was a major change with potentially a major change in the City government.

Scott Bradshaw commented that it was his job to enforce covenants in Smokerise Crossing and three phases of Smokerise Estates. He added it was a difficult job and that he had to say no to something at least every other day. If the City accepted the deed restrictions from Pathway, he hoped other developers would eventually turn theirs over to the City.

Fritz asked for clarification on whether the City would take over just the architectural review part of the deed restrictions, or whether it included everything in the covenants. City Attorney Rick Lindsey said that according to the document the City would be taking over all the enforcement rights under the deed covenants, many of which were already covered by ordinances. Rapson said the City would be accepting the assignment, and then ordinances would dictate what would be enforced. Lindsey said it would be put in ordinance form as soon as possible and some of it would be difficult. He added it was a step toward a maintenance mode.

Steve Brown asked how it would apply to newer subdivisions once it was put in ordinance form. Lindsey said it was more complementary to the covenants for newer subdivisions and would not exclude homeowners associations. Brown asked what would happen when the homeowners association's restrictions and the City's disagreed. Lenox commented that the City was breaking some new ground and that he would like to see strong homeowners associations such as Planterra's throughout the City with whom the City would delegate, in partnership, the authority to enforce the

restrictions. It would also provide the perfect opportunity to put some teeth into homeowners associations if they needed the City's assistance. Rapson said he would also like to establish a board to develop the ordinances so that by the time problems reached Council; a majority of the issues would have been worked out.

Rapson moved to accept the assignment for the deed restrictions as outlined and at the same time establish a board to work in conjunction with City staff in helping to develop ordinances that would mirror the deed restrictions. Fritz seconded. The motion carried unanimously.

10-01-10 Budget Reduction Plan

City Manager Jim Basinger presented the Budget Reduction Contingency Plan to respond to anticipated reductions in revenue developed by staff as directed at the October 4 meeting. The plan included expenditure cuts to compensate for potential shortfalls in four areas of sales tax in the amounts of 5%, 10%, 15%, and 20%. The 20% worst-case scenario totaled almost \$1.5 million. The cuts included a number of large equipment pieces for the operating division, delays in construction of several facilities, plus a reduction of almost \$129,000 in the operating budget. He asked Council to note they had an impact statement on division operations for each line item proposed to be cut. There was also an additional reduction of \$45,000 in the Facility Build-out Plan. Staff was continuing with the move of Developmental Services to the lower level of City Hall due to counterproductive working conditions. The review of the operating budget did not include consideration of any reduction of personnel, merit performance increases, or health and retirement benefits.

Paul Salvatore, Financial Services Director, gave a powerpoint presentation (the presentation is included in the official meeting file) on the details of the Reduction Contingency Plan. Salvatore said major revenue sources affected by the downturn in the economy were targeted. The four revenue sources targeted were Local Option Sales Tax (LOST), Hotel/Motel Tax, Alcoholic Beverage Tax, and Mixed Drink Tax. Shortfalls were calculated in the 5%, 10%, 15%, and 20% categories. The worst-case scenario showed a \$1,463,596 shortfall that must be compensated for. Salvatore added that the amount happened to be about 10% of the City's operating budget. Salvatore showed the budgeted amounts for each shortfall category and the strategy for how each of the shortfall levels would be met. To meet a 5% shortfall, staff recommended making only three quarterly payments and delaying the fourth payment on the Bricks & Mortar Debt service, which would save \$103,000; \$200,000 from net revenues from FY 2001 would be appropriated; delaying some of the design services for the Gerald Reed Memorial Park saving \$17,500; and using \$45,399 from Cash Reserves. Those items combined totaled \$365,899 for a 5% shortfall.

Additional cuts for a 10% shortfall included cutting some Bricks & Mortar project cuts and delays, including a maintenance storage facility at Kedron (\$100,000), a maintenance building expansion at South 74 (\$75,000), delaying concessions and restrooms at the outdoor rink, and reducing the Facility Build-out Plan by \$40,899 for a total of \$365,899. The cumulative total for the 5% and 10% strategies was \$731,798.

Additional cuts in the event of a 15% shortfall included the above strategies plus additional cuts and delays in the Facility Build-out Plan (\$45,476), leased equipment cuts and delays (\$41,704),

additional PIP cuts and delays (\$65,000), and taking \$213,719 from Cash Reserves. The cuts and delays totaled another \$365,899. The cumulative total for a 15% shortfall was \$1,097,697.

Additional cuts for a 20% shortfall included delaying the expansion of The Gathering Place (\$232,501), additional operating budget cuts and delays (\$128,781), and taking \$4,617 out of Cash Reserves. The additional items totaled \$365,899. The cumulative total was \$1,463,596. Most of the additional operating budget cuts were for capital equipment beyond its useful life. It might not be cost effective to repair the equipment, but staff felt the equipment might hold on a little longer. The items in the 20% category would be the first to go back into the budget should the shortfall less than 20%.

Salvatore continued that the action to be taken included impounding the funds at a 20% level. He said he wouldn't ask for a budget amendment at this time, but would enter encumbrances against the funds to tie them up until it was ascertained that there would not be a 20% shortfall. Rapson asked if that would be done with dummy purchase orders and Salvatore said yes. The revenues would be monitored closely and staff would ask council to release the funds based on projections.

Basinger said staff would report back to Council periodically and would ask Council to release funds as they became available.

Rapson said it was a step in the right direction based on the economy and was a city manager/finance director approach. He said it looked like a viable approach and liked the proactive plan.

Fritz moved to approve the Budget Reduction Plan as presented by staff. Tennant seconded. The motion carried unanimously.

10-01-11 Consider Contract for Tennis Center Expansion

Lenox stated this was in accordance with previous Council decisions. The Development Authority and Virgil Christian, Tennis Center director, spent considerable time and effort getting the final plan together. Group VI was partner in the project. Under the intergovernmental agreement, Council had to approve the bid package.

Tom Farr, chairman of the Development Authority, told Council they were in the contract phase of the Tennis Center expansion. The project was originally brought to Council at Retreat last year, and then again this year. On April 1, Council approved the project, as well as a 5% increase in the Hotel/Motel Tax. In June, the project was approved along with an intergovernmental agreement that provided the funding. Under those approvals, the Development Authority began the process of determining the best method of building Phase III, a 55,908 square-foot enclosed project including six covered courts and an administration/clubhouse building. The Development Authority used the provisions of House Bill 1079, which provided a procedure for competitive sealed proposals for public works construction projects over \$100,000. Those details were included in the October 9 letter to Council. The Development Authority was at the point of signing the contract. Farr said it was an advantageous time to do that because of a slowdown with the contractor, who gave several concessions on the project. Based on the Development

Authority's evaluations, the project was in the range of \$3.1 million and the contract price was \$2.507 million. Farr asked Council to approve the contract.

McMenamin said it was a very attractive price and that she liked the fact local people were used. The trickle down of putting people to work in the City and County, and possibly buying things locally, was an advantage for the City right now, she added.

Kai Wolter, who oversaw the Hampton Inn and the Holiday Inn Hotel & Suites in Peachtree City and the Holiday Inn Express in Fayetteville, spoke in favor of the contract. He said the hotels and motels were very excited by the project. Their needs were primarily weekends and there were very few events that drew people to Peachtree City. Any event that generated room nights helped not just the hotels and motels, but the restaurants and shopping as well. He assured Council that his industry was doing everything possible to ensure there wouldn't be a 20% shortfall in Hotel/Motel Tax revenue.

Tennant asked Wolter what had happened to his occupancy rate since September 11. Wolter replied that the first six months of the year were very strong. A decline in occupancy started around the end of June, first of July. The events of September 11 caused further erosion of room rentals and Wolter said they were currently down 20% to 30% of occupancy. He predicted they would finish the year at that rate.

Rapson said the hotel/motel tax was supposed to fund the debt service for the project. He added that he had spoken with all the hotels and motels in the City and all of them said their revenues were down closer to 35% to 40%. Rapson said he had talked with all the Councilmembers and that he knew Wolter was working on plans to address the downfall. The debt was a 15-year debt and Rapson said he couldn't think of a 15-year time period that didn't have economic downturns and upturns. He asked Wolter what his hotels were doing and Christian what the Tennis Center was doing.

Wolter said it wasn't business as usual and there weren't great numbers of people using the Atlanta airport. He said they had to think outside the box and go after new business. He said they were actively seeking government business, which meant lowering their rates. That was also a reaction to combat the lack of occupancy, he continued. Wolter added they were going after association, religious, and sporting groups. He said they were trying to pull business away from Union City and the airport. They had beefed up their sales efforts and all their managers were required to go on sales calls. He added they had taken a proactive approach to revenue generation in order to combat the lack of travel. They had just finished their budget that week and had budgeted 3% to 4% revenue growth over 2001 for the three hotels. There had been a similar downturn during the Gulf War in 1991, and there were a lot of statistics from that time period. Wolter said they saw a rebound during the first quarter, but it would take a lot of work to get there.

Christian said the Tennis Center had always tried to work outside the box. Seven years ago, he called all the general managers for the hotels and motels and had been working to attract events. Three events with over 600 room nights had just taken place. He said they had also looked at things related to the tennis industry that wouldn't need their courts. He continued that they were negotiating a major contract with one of the two biggest sporting goods companies in the world,

and would sign with one of them. Part of the deal was a tournament. They also wanted to bring their national sales conference here, and that had been put on the table. It wouldn't use the tennis courts, but would use hotel rooms. The Center put in bids for tournaments with the NCAA in 2005, the SEC in 2003, the ACC in 2003, and the NIA in 2002. He said they were also looking at USTA (United States Tennis Association) events, and other association conferences. They were all interested.

Lenox added he had talked to all the hotel operators when this was discussed originally and that it wasn't just the Tennis Center that would generate significant revenues. The City had a lot of world-class athletic facilities, such as the BMX tournament that came to town every year and stayed in hotels and spent money in restaurants. It was extremely beneficial to find ways to have soccer, baseball and softball tournaments here. He added that Randy Gaddo, the Leisure Services director, was also working with the Development Authority to attract such events.

Tennant said they had all signed off on the idea, but he was concerned with the revenue shortfalls that might come. He said he wasn't opposed to just hanging on for 60 to 90 days to see how things worked out.

Steve Brown commented that Governor Barnes had a big meeting with the hospitality industry and what happened at the meeting was not very good. The University of Georgia's economic forecast was that Georgia would be hit harder in the recession than most other states and probably would not recover until mid to late 2002. He added he would like to see the project delayed until more was known. With the current budget crisis and the possibility of a 20% shortfall, some of the Hotel/Motel Tax could be used to for enhancement projects to offset things in the general budget. He added the Hotel/Motel Tax money could be used for those projects and would also be beneficial to bringing things into the City.

McMenamin asked if the first payment was due in nine months. Salvatore said it was typically due three months after closing. Farr said it was a construction project and the reality was only a certain amount of funds would be used over the initial period. He said the construction period would probably a year. The project and the Hotel/Motel increase had been approved April 1, and the tax went into effect in July and had been collected for several months. The hotels and motels were told the increase in the tax was to be used for this project, and that had been a clear commitment from the City.

Tennant asked where the money would come from if this was an ongoing problem and there was a 30% to 50% decrease in hotel revenues. Farr commented that no one really knew how long it would last. Tennant said with the economic climate, he was being cautious. McMenamin noted that Farr's bank was still lending money and still investing, as were others. Farr said all business would face those questions and would have to decide whether to keep lending money or keep to a more conservative track. Farr said the country went through economic cycles all the time and it was clear the country was headed for an economic downturn before September 11. The question was had anything fundamentally changed that attracted people to Peachtree City. Rapson said he had no problem with the first year. His concern was that he wanted Council to go into it with its eyes wide open because, if the recession continued beyond the first year, then the City would have to take proactive steps to address the shortfall. In reality, Rapson said the shortfall would impact

not only the Development Authority, but also the Airport Authority and the City, the three mechanisms for the funding source. He said he was in favor of the project, but wanted Council to be fully cognizant that Council might be required to do something in the future. Farr stated if it were a multi-year recession, everyone would have a lot of issues to face. Even the most pessimistic recovery dates were fourth quarter next year.

Lenox said the situation was the hotel/motel tax had been increased by 2%, which would generate approximately, at previous levels, \$360,000 per year. The debt service requirement of the expansion was \$250,000 per year, so there was a significant cushion already built in. Lenox continued that it was a golden opportunity to put this project on the ground at a significant savings. At the same time, it was helping the community by creating jobs for local companies and creating economic activity.

Wolter shared that Cooper Lighting's education facility would bring in business. About 5,000 students went through the previous facility in Illinois last year. Five thousand students times three nights was pretty significant. Two new businesses were also moving into Westpark with the possibility of 1,000 to 2,000 room nights each year.

McMenamin moved to approve the construction contract award as presented by the Development Authority. Fritz seconded. The motion carried unanimously.

10-01-12 Consider Funds Increase for Design/Engineering of TDK Boulevard Extension

City Engineer Troy Besseche told Council he had been meeting with Fayette County staff over the last few months to resolve a design conflict between the road alignment for the TDK Boulevard extension and the spillway location for Lake McIntosh. Besseche said the conflict arose about six months ago after the public meetings were held and County staff disclosed the location of the spillway. Besseche noted that the spillway was separate from the dam and would serve as the primary spillway. There were several issues and City and County staff came up with several options to consider.

The first option was to realign the road to miss the spillway, which would be difficult if not impossible. Besseche said that would create a lot of turns in the road and said it really wasn't a viable option.

The second option was to keep the preliminary alignment and design the road according to three different scenarios. One would be every storm event that happened in the area had to pass through the dam itself. In that event, the preliminary alignment could be kept and wouldn't have to increase construction funding, but would require minor adjustments to the design.

Second, most of the stormwater runoff from extreme storm events could be routed through the dam, leaving the spillway in place but functioning as an earthen spillway, and the road would be designed to either overtop or to pass those storm events with a series of small culverts. Besseche said this was a lesser option as far as expense was concerned.

The third scenario would be to route all storm events through the separate spillway and that was the option staring the City in the face with what the County was proposing. In that case, the road

would have to bridge over a concrete spillway. Besseche said staff had looked at several other options, including a series of culverts, which would not be able to handle the anticipated flow from the concrete spillway. Besseche said he had some preliminary numbers from the County on what the flows would be through the spillway, but didn't have enough information to assign any estimates of cost. Staff would like to look at what that meant for the City as far as cost and design issues; however, the County wasn't ready to pursue detailed design work and had no funding set aside for it. City staff would like to move on and had asked the County's engineering consultant for an estimate on the cost of the work, which was about \$30,000. The County had agreed, through the County Attorney, to reimburse the City for any of the cost that resulted in usable design information for them regarding Lake McIntosh. Besseche said staff recommended Council set aside \$30,000 out of the PIP contingency fund for that purpose with the understanding the City would be reimbursed for some of the costs.

Lenox noted that it would be at least two years before the County would be at this point. Rapson asked if the commitment from the County to reimburse the City was firm. Besseche said staff felt there was a strong commitment.

The third option would be to run the road over the dam, which would tie the two projects together. Besseche said they didn't really want to pursue this option because it tied the construction together and if one got delayed, the other would be delayed. Another option would be to keep the alignment the way it was and assume the worst case for design and construction, which would require a bridge at a cost of \$1 million. Lenox added that would be another point to negotiate with the County. A long time ago, the County committed to building the road across the top of the dam and committed funds in their budgetary process. If the road did not go across the dam, they would need to build less of a dam, which would save the County money. Besseche said once they had the design information they could assign costs and sit down and negotiate who would paid for what.

McMenamin felt the City needed to move ahead on the project, which had been going on since she came on Council 11 years ago. She moved to approve the \$30,000 from the PIP contingency fund for the advanced design services for Lake McIntosh. Fritz seconded. The motion carried unanimously.

Council/Staff Topics

Basinger reminded Council that the Association of Fayette County Governments would meet on Tuesday, October 23, at 7:30 p.m. at the Board of Education office in Fayetteville.

On Thursday, October 25, at 7 p.m. in Council Chambers, the annual cable system meeting was slated. Anyone interested could come talk to the people from AT&T, who would also talk about their plans for they system update.

Basinger said there were amendments to the lease with the Southern Conservation Trust on the building they were using located next to the amphitheater. The lease would not be renewed on January 1, but would go on a month-to-month basis so the Southern Conservation Trust and the Development Authority could negotiate a joint lease with the City on the building.

McMenamin told Council that Tom Barnes had died that week. Barnes was director of the Confederate Air Force and was instrumental in bringing the air show to Peachtree City. He was

also the key person who brought to Peachtree City the future aviation museum that would house World War II aircraft and restore World War II aircraft at Falcon Field.

Lenox said he had a request from the City of Roswell, which required a little background about the Atlanta Regional Commission (ARC) and the Governor's road program. Governor Barnes proposed the state borrow \$8 billion to create a transportation plan, most of which was non-road. The money to repay the \$8.3 billion would largely come from the federal funding the state was scheduled to receive for roads over the next 20 years. The issues raised by the Mayor of Roswell include the fact that out of the \$8 billion, only 4%, \$350 million, had been set aside for arterial roads in the entire metro Atlanta area including Highway 54, 74, and every other arterial road in the Atlanta area. Two billion had been set aside to build the Northern Arc. Lenox said he felt it would just move the perimeter out and that it was ironic that Roswell, which was close to the proposed location, thought it wasn't a very good idea. Peachtree City obviously got little or no benefit from it. The Mayor of Roswell prepared a resolution for transmittal to Governor Barnes that said, in effect, they didn't like the plan to spend \$2 billion on the Northern Arc and only spend \$350 million where the area was choking to death. The resolution asked that the \$2 billion be added to the \$350 million and the entire amount be spent on the arterial roads used everyday. Lenox agreed these were the roads that caused the problems. Atlanta was pushing further and further out, and all the big road money was being used further and further out. He pointed out there was still a lot of vacant land here. The other \$6 billion would go to mass transit and interstate highway maintenance. Tennant asked if the letter was sent to all the mayors in the area. Lenox said he was sure it had gone to every city and county. Lenox said he wouldn't make the decision for the community, but was a decision for the Council. Lenox said there was a difference between sending something with his name on it and sending something with Mayor and Council signatures on it. The final vote on the Transportation Improvement Plan was scheduled for next week. Fritz suggested instead of a resolution, that a letter be written the following day that they all could sign, rather than having to put a resolution on a meeting agenda. Council agreed.

There were two personnel matters for executive session. Lenox moved to go into executive session after a short break. McMenamin seconded. The motion carried unanimously.

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

Lindsey informed Council that the Development Authority closed on Drake Field on Monday, October 15.

There being no further business to discuss, Tennant moved to adjourn the meeting. McMenamin seconded. The motion carried unanimously. The meeting adjourned at 9:40 p.m.

Jane Miller, City Clerk

Robert L. Lenox, Mayor

**Public Information
2001 Citizen Call Log
As of 9/30/01**

Problem/Complaint	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2001	YTD 2000	% of 2001
Animal Control	1												1	0	1%
Business Complaint	1	1		1					1				4	0	3%
Development													0	1	0%
Garbage Company	3		1	1	1		2	1	2				11	26	7%
AT&T (InterMedia) Cable	4	6	8	14	5	7	22	20	17				103	21	66%
Ordinance/Code Violations	9	6	1	1		1							18	9	12%
Public Works Repair Request	1		1	1		3							6	2	4%
Recreation						1							1	0	1%
Traffic							1						1	2	1%
Utility Company	2		2	1	2								7	7	5%
Other								2	1				3	4	2%
TOTAL	21	13	13	19	6	14	25	23	21				155	72	100%

Average Response Time for action/update contact w/citizen	0.11 days	0.00 days	0.08 days	0.00 days	0.00 days	0.64 days	0.04 days	0.40 days	0.05 days	days	days	days	days	0.13 days
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% Response Time for response / action on same day	90%	100%	92%	100%	100%	79%	96%	87%						93%
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BUILDING DEPARTMENT

2001 MONTHLY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2001 YEAR-TO-DATE	2000 YEAR-TO-DATE
DEVELOPMENT PERMITS:	15	9	38	22	44	14	20	15	18				195	122

BUILDING PERMITS:

Single Family Residential	12	10	25	14	27	18	20	11	14				151	101
Multi-Family Residential	0	0	0	0	0	0	0	0	0				0	399
Misc.-Pools/fences/additions	33	40	55	64	74	61	78	52	51				508	582
Commercial/Industrial	15	12	29	4	8	9	10	8	8				103	82

TOTAL INSPECTIONS:

	838	789	749	551	555	686	631	899	700				6,398	3,778
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CERTIFICATE OF OCCUPANCY:

Residential	10	12	17	8	12	16	11	15	24				125	141
Commercial	2	7	16	15	6	8	2	6	4				66	18
Multi-Family Residential	69	35	0	0	0	83	0	212	0				399	0

CODE ENFORCEMENT:

Sign Violations	84	46	152	97	166	187	171	113	87				1,103	0
Rehab	16	11	13	31	18	13	13	2	1				118	0
Notice of Violations	282	195	234	376	260	282	240	233	194				2,296	3,002
Citations *	1	2	2	4	4	0	0	4	36				53	15
Stop Work Orders	7	3	4	12	7	5	5	1	7				51	48
Complaints From Citizens	14	8	13	25	29	6	16	5	16				132	3,397
Assessments	135	176	115	294	79	58	61	4	1				923	0

PERMIT FEES COLLECTED:

	21,956	30,692	47,309	16,939	23,856	33,109	32,766	36,149	37,036				279,812	334,964
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POPULATION: Based on 2.9 of completed occupancy

	32,158	32,294	32,343	32,366	32,401	32,688	32,720	33,378	33,448				33,448**	31,849**
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*35 citations to A&T Broadban

**Adjusted to reflect
2000 Census figures

Peachtree City Prisoners at Fayette County Jail

2001

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2001	Previous Year
*Average Misdemeanors	7.57	8.42	8.18	7.90	10.08	11.61	9.80	6.86	9.57				8.89	N/A
*Average Felonies	6.14	5.19	4.27	2.42	2.26	2.14	3.00	3.00	1.05				3.27	N/A
*Average Totals	13.71	13.61	12.45	10.32	12.34	13.75	12.80	9.86	10.62	0.00	0.00	0.00	12.16	N/A

*These totals do not include weekend incarcerations.

Fayette County Jail Fund

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2001	Previous Year
\$6,666.73	\$7,101.58	\$5,090.68	\$6,986.11	\$6,542.81	\$7,707.24	\$5,984.89	\$5,084.78	\$5,294.90				\$56,459.72	N/A

STATUS OF FUNDS AS OF SEPTEMBER 30, 2001									
Fund	Cash		Total	Total Fund		YTD Interest	Purchasing Monthly Report		
	Balance	Investment		Balance			For Calendar Year	2001	2000
General Fund	\$326,691	\$2,480,792	\$0	\$2,807,483	\$176,222		Purchase Requisitions Processed	1,533	1,152
Land Reserve Fund	\$7,297	\$0	\$0	\$7,297	\$7,658		City Store Requisitions Processed	141	153
Library Sales Tax Fund	\$48,764	\$0	\$0	\$48,764	\$1,875		Sealed Bids Requested >\$10,000	14	23
Public Improvement Fund	\$45,764	\$985,619	\$985,619	\$1,031,382	\$89,095		Requests for Proposals	9	N/A
Police Station Lease	\$0	\$306,460	\$306,460	\$306,460	\$41,864		Requests for Proposals Awarded	1	N/A
Self Insurance Fund	\$50,385	\$487,693	\$487,693	\$538,078	\$43,158		Written Quotes Req \$5,000-10,000	65	64
Debt Service Fund	\$550,810	\$0	\$0	\$550,810	\$403		Verbal Quotes Requeste	191	174
Bond Fund	\$0	\$0	\$0	\$0	\$0		Total # Purchase Orders Issued	1,622	1,393
Municipal Court Fund	\$40,630	\$0	\$0	\$40,630	\$1,311		Total # of Bids Awarded	25	20
Develop & Impact Fees	\$98,147	\$613,085	\$613,085	\$711,232	\$54,018		Contracts Required >\$10,000	6	8
Neighborhood Parks/Rec.	\$26,396	\$0	\$0	\$26,396	\$1,805		# of Fixed Assets Purchased >\$500	55	54
Governor's Greenspace Prg	\$263,196	\$0	\$0	\$263,196	\$3,260		Total \$ of Fixed Assets Purchased	\$580,984	\$527,758
Federal Seizures Police Fd	\$3,998	\$0	\$0	\$3,998	\$53		Collateral Analysis as of September 30, 2001		
Police Tuition Account	\$3,009	\$0	\$0	\$3,009	\$15		Security Location	Bank	Total Held
Escrow Account	\$272,583	\$0	\$0	\$272,583	\$11,597		Bank of New York	First Union	\$5,829,490
							Bank of New York	Peachtree National	\$5,491,165
Grand Total	\$1,737,669	\$4,873,649	\$4,873,649	\$6,611,318	\$432,335		\$11,320,654		

General Fund Budget Comparison					
Revenues - By Major Category					
Description	2001 Budget		Actual YTD	Difference	%
General Property Taxes	\$4,672,069	\$4,723,220		\$51,151	101%
Franchise Taxes	\$1,880,054	\$1,855,503		(\$24,551)	99%
Local Option Sales Tax	\$5,541,890	\$5,708,249		\$166,359	103%
Other Sales & Use Taxes	\$1,031,622	\$1,057,422		\$25,800	103%
Business Taxes	\$1,020,302	\$1,052,717		\$32,415	103%
Licenses & Permits	\$386,632	\$561,184		\$174,552	145%
Grants	\$201,606	\$44,687		(\$156,919)	100%
Charges for Services	\$723,073	\$835,084		\$112,011	115%
Fines & Forfeitures	\$629,685	\$752,581		\$122,896	120%
Investment Income	\$151,770	\$185,935		\$34,165	123%
Surplus Carryover	\$2,048,586	\$0		(\$2,048,586)	0%
Other Financing Sources	\$0	\$0		\$0	0%
Total	\$18,287,289	\$16,776,582		(\$1,510,707)	92%

General Fund Budget Comparison					
Expenditures by Division YTD					
Division	2001 Budget		Actual YTD	Difference	%
Administrative	\$990,359	\$971,195		\$19,164	98%
Developmental	\$821,197	\$776,036		\$45,161	95%
Finance	\$454,135	\$398,511		\$55,624	88%
Leisure Services	\$2,971,120	\$2,934,840		\$36,280	99%
Public Safety	\$5,444,999	\$5,168,635		\$276,364	95%
Public Works	\$2,297,553	\$2,213,024		\$84,529	96%
Trfr to PCDA/PCAA	\$449,321	\$464,788		(\$15,467)	103%
Council Cont. Res.	\$675,000	\$107,365		\$567,635	16%
Land Acquisition	\$161,221	\$160,000		\$1,221	99%
Transfer to PIP	\$2,823,227	\$2,823,227		\$0	100%
Transfer to Self Ins	\$1,199,157	\$1,199,157		\$0	100%
Total	\$18,287,289	\$17,216,777		\$1,070,512	94%

Summary of Major Expenditures by City Manager			
Description	Budget	Award	Svgs/Short
N/A			

LEISURE SERVICES MONTHLY REPORT 2001

ACTIVITY DESCRIPTION	UNIT	January	February	March	April	May	June	July	August	September	October	November	December	2001 Year to Date	2000 Year to Date
LIBRARY															
1. Books Circulated	Num.	14,747	14,227	15,771	14,082	14,609	20,359	18,480	16,153	13,707	0	0	0	142,135	120,984
2. Average Daily Traffic															
a. Monday - Saturday	Num.	561	577	557	526	529	644	620	550	557	0	0	0	569	539
b. Sunday	Num.	287	368	420	346	365	294	247	294	478	0	0	0	358	286
3. Story Time Participants	Num.	74	93	112	108	47	0	0	4	8	0	0	0	446	2,857
4. Revenue from Overdue Books	Dis.	1,828	1,659	1,679	2,187	1,633	1,762	1,817	1,564	257	0	0	0	14,386	12,028
5. Revenue from Copy Machine	Dis.	717	796	736	946	731	384	584	680	653	0	0	0	6,227	5,008
6. Reference Assistance	Num.	1,303	741	865	975	853	915	915	1,051	853	0	0	0	8,558	8,348
7. Internet Usage	Num.	1,406	1,472	1,479	1,283	1,430	1,469	1,508	1,689	1,592	0	0	0	13,328	9,081
8. Renewals by Phone	Num.	927	618	868	786	665	622	834	686	456	0	0	0	6,482	7,475
Leisure Programs															
1. Adult Athletics															
a. Ongoing Programs	Num.	1	2	2	2	2	3	3	3	2	0	0	0	20	17
b. New Programs	Num.	0	0	0	0	0	1	0	0	0	0	0	0	1	2
c. Participants	Num.	240	240	1,248	1,058	1,058	1,288	807	847	617	0	0	0	7,403	7,294
d. Revenues	Dis.	0	0	0	18,158	7,500	10,713	855	0	14,398	0	0	0	51,770	56,810
e. Expenses	Dis.	0	0	0	10,977	2,833	10,837	2,511	1,080	6,548	0	0	0	34,784	32,429
f. Refunds	Dis.	0	0	0	0	0	0	351	267	0	0	0	0	618	1,190
g. Balance (+ or -)	Dis.	0	0	18,158	-3,477	-2,887	-124	-2,007	-1,347	7,852	0	0	0	16,368	\$23,192.00
RECREATION															
Leisure Programs															
1. Classes/Programs															
a. Classes/programs	Num.	105	118	125	122	110	102	111	117	111	0	0	0	1,021	868
b. Participants	Num.	3,229	3,037	1,954	3,090	2,871	2,301	2,193	2,994	3,033	0	0	0	24,702	20,724
c. Revenues	Num.	19,450	23,601	27,710	25,083	19,998	35,521	26,635	14,119	21,414	0	0	0	213,541	173,098
d. Expenses	Dis.	15,550	18,665	20,585	19,779	15,816	26,339	23,001	10,940	16,684	0	0	0	167,360	135,142
e. Refunds	Dis.	125	107	1,608	153	90	2,276	623	747	503	0	0	0	6,231	2,137
f. balance (+ or -)	Dis.	3,775	4,828	5,518	5,160	4,092	6,905	3,011	2,432	4,228	0	0	0	\$39,949.93	\$35,820.08
2. Special Events															
a. Events	Num.	4	4	3	4	7	0	1	2	13	0	0	0	38	22
b. Participants	Num.	210	245	190	4,852	1,405	211	10,101	4,082	6,036	0	0	0	27,332	21,445
c. Revenues	Dis.	0	2,251	15	0	0	19,824	10,660	780	7,000	0	0	0	40,530	2,675
d. Expenses	Dis.	0	2,220	0	1,534	2,352	13,908	8,504	5,480	2,247	0	0	0	36,225	7,450
e. Refunds	Dis.	0	3	15	0	0	285	90	125	0	0	0	0	518	455
f. balance (+ or -)	Dis.	0	28	0	-1,534	-2,352	5,631	2,066	-4,805	4,753	0	0	0	\$3,786.75	(\$5,230.00)
Sports and Facilities															
1. Playing Surface Mowing	Hrs.	31	0	220	350	355	357	372	348	378	0	0	0	2,411	2,118
2. Playing Field Preparation	Hrs.	264	725	711	560	502	424	168	450	496	0	0	0	4,300	4,552
3. Building Maintenance	Hrs.	168	200	136	40	60	32	25	100	24	0	0	0	785	1,159
4. Parks/Pool/Tennis Courts															
a. Safety Inspections	Num.	32	32	32	32	24	32	32	32	32	0	0	0	280	192
b. General Repairs/Maint.	Hrs.	112	109	95	80	85	104	80	110	50	0	0	0	825	850
c. Grounds/Landscape Maint.	Hrs.	512	543	281	211	275	286	197	290	100	0	0	0	2,695	820
5. Litter Removal	Num.	96	120	136	175	175	195	213	275	285	0	0	0	1,670	1,000
6. Vandalism Repairs	Dis.	0	0	120	55	25	273	43	25	100	0	0	0	641	73
7. Complaints Answered	Num.	3	4	3	4	4	3	5	3	5	0	0	0	34	0

CRIME REPORT - SEPTEMBER 2001

PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2001	YTD 2000
MURDER	0	0	0	0	0	0	0	0	0				0	0
RAPE	0	0	0	0	0	0	0	0	0				0	1
ROBBERY	0	0	0	0	1	0	0	0	0				1	2
AGGRAVATED ASSAULT	0	2	2	0	0	0	2	1	0				7	6
ARSON	0	0	0	1	0	1	0	0	0				2	1
AUTO THEFT	1	6	1	11	1	13	6	3	4				46	54
THEFT	16	12	8	11	19	16	20	22	24				148	158
BURGLARY	2	1	2	0	1	3	3	1	1				14	9
TOTAL PART I CRIMES	19	21	13	23	22	33	31	27	29				218	231
ALCOHOL/DRUG ARRESTS														
DUI - TOTAL	16	15	27	18	19	13	25	16	20				169	126
DUI - ADULT	15	15	26	14	18	11	17	11	19				146	108
DUI - UNDERAGE	1	0	1	4	1	2	8	5	1				23	18
OTHER UNDERAGE														
ALCOHOL ARRESTS	9	7	0	13	9	11	16	18	13				96	151
DRUG ARRESTS	7	18	21	14	8	5	4	12	11				100	92
ARRESTS														
PROPERTY CRIMES	8	12	4	14	8	8	2	17	8				81	65
PERSON CRIMES	4	3	9	10	5	6	10	4	11				62	55
CITY ORDINANCES	43	33	52	48	47	47	62	52	53				437	441
*OTHER	81	72	67	85	73	74	88	84	86				710	732
ADMINISTRATIVE AVERAGE RESPONSE TIME	5.21	5.22	5.12	5.32	5.54	5.29	5.41	5.14	7.13				5.48	5.33
CALLS ANSWERED	5094	4165	4863	5182	5177	5069	5518	5114	4453				44,635	41,769
TRAFFIC CITATIONS ISSUED	659	585	661	740	788	521	497	437	488				5376	5650
WARNINGS ISSUED	725	576	676	611	649	425	472	372	485				4991	4492
ACCIDENTS - TOTAL	63	60	74	83	86	82	101	113	72				734	618

TOP 5 ACCIDENT LOCATIONS - MONTH TOTAL

1. HWY 54 / HWY 74 9
2. HWY 74 / CROSSTOWN RD. 4
3. HWY 54 / HUDDLESTON DR. 3
4. HWY 54 / ROBINSON RD. 3
5. HWY 54 / PEACHTREE PARKWAY 2

TOP 5 ACCIDENT LOCATIONS - YEAR TOTAL

1. HWY 54 / HWY 74 56
2. HWY 54 / HUDDLESTON DR. 34
3. HWY 74 / CROSSTOWN ROAD 22
4. HWY 54 / PEACHTREE PARKWAY 18
5. HWY 54 / WYNNMEADE PARKWAY 16

2001 MONTHLY REPORT
PUBLIC SERVICES DIVISION

Activity Description	Unit	2001												2000
		January	February	March	April	May	June	July	August	September	October	November	December	YEAR-TO-DATE
CART PATHS														
1. Const./Reconst./Overlay	Ft.	0	0	0	12	1,250	1,000	0	1,200	465	5,627		9,554	8,871
2. Drainage Maintenance	Hrs.	270	297	465	291	164	296	143	188	30			2,144	850
3. General Maintenance	Hrs.	201	164	201	134	248	163	205	139	141			1,596	1,791
4. Mowing	Hrs.	0	0	0	92	105	211	60	180	10			658	864
5. Litter Removal	Hrs.	75	60	60	53	71	75	51	75	64			584	515
FLEET MANAGEMENT														
1. Equipment Maintenance	Hrs.	16	59	40	5	15	58	4	73		22		292	283
2. Equipment Repairs	Hrs.	138	89	105	135	257	205	196	272	286			1,683	1,317
3. Vehicle Maintenance	Hrs.	168	134	115	201	131	178	191	259	102			1,479	1,114
4. Vehicle Repairs	Hrs.	262	212	229	251	225	177	258	163	151			1,928	2,035
5. Fleet Down Time	Hrs.	595	505	498	599	629	623	653	775	597			5,474	4,758
RIGHT OF WAY														
1. Litter Removal	Hrs.	410	400	369	329	281	312	288	256		298		2,943	2,942
2. Right-of-Way Mowing	Hrs.	0	0	0	540	849	849	814	1,035	674			4,761	5,047
3. General Maintenance	Hrs.	656	649	1,084	186	347	460	363	244	252			4,241	4,915
LANDSCAPE														
1. Litter Removal	Hrs.	0	30	38	12	36	66	63	70		32		347	737
2. Mowing (Sub. Entrances)	Hrs.	0	0	158	888	732	860	680	840		1,025		5,183	4,531
3. General Maintenance	Hrs.	1,045	443	617	277	441	284	218	252	252			3,829	3,108
4. Planting	Hrs.	90	267	8	0	0	14	0	0	0			379	200
RECYCLING SITE														
1. City Employees Hours	Hrs.	184	78	81	72	155	79	68	64		69		850	948
2. City Employees Salaries	Dis.	3,498	1,296	1,348	1,232	3,017	1,397	1,264	1,041		1,311		15,403	7,526
3. Revenues	Dis.	652	495	529	504	497	89	585	414		433		4,198	5,557
4. Participants														
a. Recycling	Num.	641	605	634	626	1,991	801	463	578		664		7,003	5,919
b. Composting	Num.	1,166	1,124	1,043	1,522	1,542	1,419	1,177	1,389		1,300		11,682	10,865
c. Mulch (Pick Up)	Num.	70	177	137	265	432	230	182	185		481		2,159	1,768
SIGN MAINTENANCE														
1. Building Maintenance	Hrs.	21	20	22	16	21	20	5	28		19		172	188
2. Subdivision Sign Maintenance	Hrs.	76	78	87	41	85	76	37	30		68		578	814
3. Traffic Sign Maintenance	Hrs.	156	156	174	72	148	148	25	133		148		1,160	1,249
STREETS														
1. Street Sweeping	Hrs.	137	17	23	16	16	16	9	3		8		245	300
2. Pavement Patching	Hrs.	0	45	75	158	123	353	224	38		150		1,166	1,705
3. Drainage Maintenance	Hrs.	113	150	227	137	62	247	0	229		99		1,264	1,355
4. General Maintenance	Hrs.	491	761	573	483	634	454	445	365		236		4,442	2,866
MISCELLANEOUS														
1. Vandalism	Dis.	149	161	205	97	127	90	3	0		129		961	899
2. Complaints Answered	Num.	28	24	47	47	36	47	51	43		16		339	329
3. Wash Police Cars	Hrs.	0	6	23	2	2	12	30	15		30		120	239
September														

September

HUMAN RESOURCES DEPARTMENT

2001 MONTHLY REPORT

REPORT PERIOD	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2001 YTD TOTAL	2000 YTD TOTAL
1. Authorized Permanent Positions	223	223	223	223	223	223	223	223	223				223	211
2. Positions Open	14	12	11	9	9	13	15	15	11					
3. Workers Comp. Claims Filed	2	2	1	5	4	4	2	4	3				27	34
4. City Veh./Equip. Accidents	2	0	1	1	1	0	1	1	0				7	9
5. Health Insurance Claims	\$80,652	\$ 43,314	\$55,208	\$72,246	\$53,759	\$ 29,660	\$ 79,563	\$ 47,292	\$ 49,043				\$510,737	\$ 428,087
6. Law Suit Legal Fees	\$ 3,490	\$ 8,126	\$4,407	\$ 6,168	\$10,827	\$ 7,264	\$ 832	\$ 1,548	\$ 1,118				\$43,780	\$ 31,182

- Police Officer/Police (5); Police Captain/Police (1); Building Inspector/Building (1); Fire Lieutenant-Training/Fire (1); Maintenance Technician I/Public Works (2); Parks Monitor/Recreation (1).
- Code Enforcement Officer bitten by dog (1) Building; Police Officer sprained elbow during training (1) Police; Firefighter/Paramedic fractured right hand during drill (1) Fire.
- Balance remaining in health insurance account: <\$195,681.25>.
- Tax Equity Issue \$104.00; Beaman/Shaver Appeal \$520.00; O'Keefe \$65.00; Wright \$13.12; Drake Field \$416.00.

2001 City Event Calendar		
<u>October</u>	<u>November</u>	<u>December</u>
10/4 – City Council Meeting, 7 p.m. 10/6–Alzheimer Memory Walk, 6:30-noon 10/12 Employee Picnic, 11:30 - 1:30 10/13–PTC Classic Road Race, 6am-2pm 10/18 – City Council Meeting, 7 p.m. 10/20 – Citywide Garage Sale, 8 - noon 10/25 – AT&T Broadband Annual Public Meeting, 7 pm at City Hall	11/1 – City Council Meeting, 7 p.m. 11/6 – City Election 11/15 – City Council Meeting, 7 p.m. 11/22, 23 – Thanksgiving Holidays, City offices closed 11/23 – The Avenue Christmas Tree Lighting 11/27 – City Election (run-off)	12/1 & 2 – Shop PTC Weekend 12/6 – City Council Meeting, 7 p.m. 12/7- Annual Employee Luncheon, Noon–1:30 p.m. (City offices closed) 12/20 – City Council Meeting, 7 p.m. 12/24 & 25 – Christmas Eve & Christmas holidays, City offices closed
2002 City Event Calendar		
<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Year's – City offices closed 1/3 – City Council Meeting, 7 p.m. 1/17 – City Council Meeting, 7 p.m. 1/21 – MLK Holiday – City offices closed 1/26 – GMA Mayor's Day, Atlanta	2/2-4 – GMA Newly Elected Official Training, Athens 2/7 – City Council Meeting, 7 p.m. 2/21 - City Council Meeting, 7 p.m.	3/7 – City Council Meeting, 7 p.m. 3/17-19– GMA Newly Elected Official Training, Athens 3/22 – GMA Joint Spring Training, Dalton 3/21 – City Council Meeting, 7 p.m.
<u>April</u>	<u>May</u>	<u>June</u>
4/4 – City Council Meeting, 7 p.m. 4/18 – City Council Meeting, 7 p.m.	5/2 – City Council Meeting, 7 p.m. 5/3 – GMA Spring Training, Valdosta 5/16 – City Council Meeting, 7 p.m. 5/27 – Memorial Day, City offices closed	6/6 – City Council Meeting, 7 p.m. 6/20 – City Council Meeting, 7 p.m. 6/22-25 – GMA Annual Convention, Savannah
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day, City offices closed (7/4 – City Council Meeting, 7 pm) 7/18 – City Council Meeting, 7 pm	8/1 – City Council Meeting, 7 pm 8/7-9 – GMA Leadership Institute for Municipal Officials 8/15 – City Council Meeting, 7 pm 8/23-24, GMA 2-day Training, Peachtree City (Wyndham)	9/2 – Labor Day, City offices closed 9/5 – City Council Meeting, 7 p.m. 9/19 – City Council Meeting, 7 p.m. 9/30 – GMA Joint Fall Conference, Atlanta

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

Updated 10/18/01

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: City Manager
FROM: City Clerk 
DATE: October 25, 2001
SUBJECT: Alcohol - License Representative Change – On The Border

A request for a change in the License Representative has been submitted for On The Border Restaurant.

Mr. Michael Rene Samuel has requested to be appointed as the License Representative. The application is attached for your consideration. Mr. Samuel will attend the meeting on November 1st to answer any questions you may have. Staff recommends approval pending the return of a satisfactory criminal history report from Chief Murray.

JSM:gr

Attachments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager 

FROM: Paul Salvatore, Director of Financial Services

DATE: October 25, 2001

SUBJECT: Master Lease Agreement for equipment purchases

Several weeks ago, city staff sent out invitations to bid on a Master Lease Agreement for equipment purchases to various (pre-qualified) financial institutions. This will be the financing mechanism used for the purchase of various major equipment purchases, such as the Fire Department's Ladder Tower Truck, and other equipment identified in the five-year PIP.

Attached are the bid forms received that city staff and our financial advisors at A.G. Edwards have reviewed. As you can see on these forms, the rates quoted were based upon different indexes and formulas, which made comparison difficult. However, we finally concluded that the contract for the Master Lease Agreement should be awarded to Banc of America Leasing & Capital, LLC. The decision to select this firm was based upon their proposal of an interest rate formula that was determined to be the most competitive offer, as well as the firm's ability to effectively meet our financial needs. Final contract approval and acceptance is subject to review of our financial statements by the firm, as well as final negotiation of contract terms.

At this time, staff recommends that Council approve the selection of Banc of America Leasing & Capital, LLC as the firm to provide the city with a Master Lease Agreement for equipment purchases.

Paul Salvatore

From: Barnes, Todd [Barnestl@agedwards.com]

Sent: Thursday, October 25, 2001 4:43 PM

To: 'psalvatore@peachtree-city.org'

Subject: Master Lease Analysis

Paul,

Attached is the rate comparison we prepared for the two top bidders on your equipment Master Lease - Bank of America and GE Capital. The analysis shows that during the course of calendar year 2001, which has been a fairly volatile year in the Treasury market, the Bank of America rates for both the 4-year and the 5-year leases have consistently been lower than the G.E. rates. As we have previously discussed, the other bidders, SunTrust Bank and Koch Financial, did not offer as competitive rates and, in the case of Koch, had other conditions such as minimum draw amounts, that made their bids not competitive.

It would be my recommendation that you accept the Bank of America bid and move to the next step in the process, which is to send them the financial statements and other items they have requested so that they may complete their credit review and make a final commitment. Earle will also need to begin drafting documents so that all of the particulars with respect to the legal terms and conditions can be negotiated. In my phone conversations with Ann Fries and Art Hyman of Bank of America, they have indicated that separate repayment schedules but consolidated billing would not be a problem. We'll continue to make sure they follow through on that as we know it is an important issue for you.

I will follow-up with each of the bidders to let them know the results of the bid process and to thank them for their interest.

Todd

<<Bids Comparisons.xls>>

WARNING: All e-mail sent to and from this address will be received
or
otherwise recorded by the A.G. Edwards corporate e-mail system and
is
subject to archival, monitoring or review by, and/or disclosure to,
someone other than the recipient.

**Peachtree City
Master Lease Proposals
Historical Rate Calculations**

Date	GE Capital						Bank of America					
	GE 4-Year			GE 5-Year			BOA 4-Year		BOA 5-Year		Wtd Avg	
	UST	Base		UST	Base		T	Adjust	T	Adjust	36%/	64%
	Swap*	+/- 56%		Swap*	+/- 56%		Rate		Rate			
01/09/01	5.50	4.70		5.57	4.77		4.63	4.36	4.67	4.37	4.37	
04/09/01	5.18	4.52		5.34	4.65		4.34	4.22	4.47	4.18	4.19	
07/09/01	5.51	4.71		5.73	4.86		4.61	4.41	4.85	4.46	4.44	
10/09/01	4.21	3.98		4.51	4.18		3.38	3.44	3.73	3.66	3.58	
Averages		4.48		4.62	4.57			4.10		4.17	4.15	
Low Rate		3.98		4.18	4.11			3.44		3.66	3.58	
High Rate		4.71		4.86	4.81			4.41		4.46	4.44	
Spread		0.73		0.68	0.70			0.98		0.81	0.87	

BID FORM

To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
A.G. Edwards & Sons, Inc.
Fax: 404-264-9408
call 404-995-8936 to confirm receipt

We propose to enter into a Master Lease agreement with the City, subject to the provisions set forth in the City's Request for Proposals, at the interest rate indices set forth below (the interest rates to be determined at funding for each equipment financing under the Master Lease):

4-Year Term

101.62%

5-Year Term

98.05%

Please see the attached Summary of Terms and Conditions for the complete parameters under which Banc of America Leasing & Capital, LLC is willing to enter in to this transaction.

Submitted by:

Company: Banc of America Leasing & Capital LLC

By: Ann E. Fries

Title: Vice President _____

Phone: (941) 745-3014 _____

Fax: (941) 745-3009 _____

BID FORM

**To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
A.G. Edwards & Sons, Inc.
Fax: 404-264-9408
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We propose to enter into a Master Lease agreement with the City, subject to the provisions set forth in the City's Request for Proposals, at the interest rate indices set forth below (the interest rates to be determined at funding for each equipment financing under the Master Lease):

4-Year Term

Indexed interest rates of 98% of four-year treasury security but in no event less than 4.15%.

5-Year Term

Indexed interest rates of 98% of four-year treasury security but in no event less than 4.25%.

Submitted by:

Company: Koch Financial Corporation

By: Blair Swain

Title: Regional Manager, Direct Markets

Phone: (480) 419-3619

Fax: (480) 419-3603

BID FORM

To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
A.G. Edwards & Sons, Inc.
Fax: 404-264-9408
call 404-995-8936 to confirm receipt

We propose to enter into a Master Lease agreement with the City, subject to the provisions set forth in the City's Request for Proposals, at the interest rate indices set forth below (the interest rates to be determined at funding for each equipment financing under the Master Lease):

4-Year Term

80% of SunTrust Prime Rate
Current Bid Rate = 4.40%

5-Year Term

85% of SunTrust Prime Rate
Current Bid Rate = 4.67%

Submitted by:

Company: SunTrust Bank

By: Gary H. Conley
(Gary H. Conley)

Title: First Vice President

Phone: (404) 230-1914

Fax: (404) 230-5550

This Bid is subject to receipt of the last three years audited Financial Statements and final credit approval under SunTrust normal credit approval process and proper documentation of Master Lease and supporting documents.

PROPOSED TERM SHEET

LESSEE: City of Peachtree City, Georgia
LESSOR: GE Capital Public Finance, Inc., GECPF
TOTAL PRINCIPAL: \$2,933,288
EQUIPMENT: Various Capital Equipment
TERM/INTEREST RATE:

Term	Base Interest Rate*
48 months	3.98%
60 months	4.17%

* The Base Rate is based on the current interest rate, the actual interest rate shall be established the week prior to funding calculated as outlined in Schedule A. Upon funding the interest rate is fixed for the term of the financing.

PAYMENT STRUCTURE: Monthly payments in arrears.

ESCROW STRUCTURE: If equipment is anticipated to be delivered at varying times, an escrow account structure may be utilized, whereas the principal is deposited in an escrow account with an escrow agent selected by GECPF and the Lessee. Payments are made to the vendor upon delivery and acceptance of the equipment.

Lessor will pay for escrow fees up to \$1,500.00. Payments from the Lessee under the Lease commence upon deposit of funds into escrow. *Interest earnings from the Escrow Account will accrue to the benefit of the Lessee.*

PROPOSAL EXPIRATION: This proposal must be accepted by October 26, 2001, unless extended in writing by GECPF.

PREPAYMENT: The Lessee will build equity in the equipment with each Lease payment and will have the option to prepay its obligations as specified in the Lease. The Lessee will own the equipment free and clear after the last Lease payment.

NET LEASE: All obligations, costs and responsibilities associated with ownership of the equipment will be borne by the Lessee including insurance, maintenance, and applicable taxes.

Page 2

Proposed Term Sheet

NON-APPROPRIATION:

The lease is subject to termination by the Lessee in the event funds for payment of the Lease are not appropriated for a given fiscal year.

FINANCIAL INFORMATION:

This proposal is subject to, among other things, GECPF's approval of the Lessee's financial condition. The last (3) three years of audited financial statements for the Lessee and a current budget will be required for GECPF's credit review.

**EQUIPMENT FINANCING
APPROVAL:**

GECPF requires that all equipment to be financed be approved by GECPF's credit department. By execution of a Lease, GECPF is not committing to finance equipment. Each request for equipment financing will be individually reviewed and approved or disapproved by GECPF. All equipment to be financed must be considered personal property.

DOCUMENTATION:

Documents shall include a Georgia Master Lease Agreement (the "Lease"), Escrow Agreement, and certificates as are reasonably necessary to evidence and carry out the transactions including representations, warranties and indemnities which are deemed appropriate by GECPF. The Master Lease Agreement shall be subject to annual renewal.

LEGAL OPINIONS:

Lessee's Counsel shall provide an opinion as to legality, enforceability, authority, title and execution and effect of the Lease, and other documents in form and substance satisfactory to GECPF.

This Term Sheet expresses the willingness of GECPF to seek the additional approvals necessary for the transaction and does not constitute a commitment. Any such commitment would require the prior approval of GECPF's credit committee and the negotiation of a definitive structure and documents. No rights, liabilities or obligations shall arise as a result of this Term Sheet or discussions we have had or may have in the future prior to execution of the definitive documents and the satisfaction of each precondition to closing. Further, notwithstanding the execution of such documents, in the event a bid protest or any other challenge to the transaction is made prior to the funding of all or part of the transaction, GECPF shall have no obligation to proceed with the transaction. GECPF may decline further consideration of the transaction at any point in the approval process.

Please feel free to contact Kathy Sikes at 407-333-4202, or 800-711-2318, with any questions regarding this proposal.

PROPOSAL ACCEPTED BY:

City of Peachtree City, Georgia, Lessee

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A - INDEX FORMULA

The interest rate shall be calculated based on the following formula:

$$\text{Interest Rate} = [(\text{Current U.S. Treasury Swap Rate} - \text{Base U.S. Treasury Swap Rate}) \times .56] + \text{Base Rate}$$

Base Rate=	Four (4) years:	3.98%
	Five (5) years:	4.17%

Base U.S. Treasury Swap Rate =

Base H.15 Swap Rate from the H.15 Federal Reserve
Statistical Release for the week ending October 5, 2001:

Four (4) years:	4.21%
Five (5) years:	4.49%

Current U.S. Treasury Swap Rate =

The weekending U.S. Treasury swap rate, with a
corresponding term, posted from the H.15 Federal Reserve
Statistical Release the week prior to funding.

Sample calculation for a four year term:

If Current 4 year U.S. Treasury Swap Rate = 4.25%

$$[(4.25\% - 4.21\%) \times .56] + 3.98\% = 4.00\% \text{ Fixed Rate}$$

Swap Rates can be found at: www.federalreserve.gov/releases/h15/current

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Clerk 

DATE: October 22, 2001

SUBJECT: Deletion of Ordinance Establishing the Commission on Children and Youth

The attached ordinance to delete Article V, Division 2, Sections 2-361 through 2-367 of the City's Code of Ordinances is presented for your consideration per Council's action on October 4 to dissolve the Commission on Children and Youth.

:pd

Attachment

ORDINANCE # 777

**AN ORDINANCE TO DELETE ARTICLE V, DIVISION 2
SECTION 2-361 THROUGH SECTION 2-367 OF THE PEACHTREE CITY
CODE OF ORDINANCES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that the section of ordinances identified as Article V, Division 2. Commission on Children and Youth, Sections 2-361 through 2-367 be deleted in its entirety.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this _____ day of _____ 2001.

Mayor

Attest: _____
City Clerk

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC

Attorneys-At-Law

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

Susan M. Brown
Karen C. Gainey
Christy R. Jindra †
Martin C. Jones

400 Westpark Court
Suite 220
Peachtree City, Georgia 30269

Telephone: (770) 631-1811
Facsimile: (770) 631-1771

E-mail:
postmaster@webb-firm.com

Web Site:
www.webb-firm.com

Other Offices
Atlanta, Georgia
Fairburn, Georgia
McDonough, Georgia

Other licenses:
* Florida
† Illinois

October 26, 2001

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

RE: City Manager's Contract

Dear Mayor & Council:

Following is the correct version of the contract which you approved for the employment of the City Manager. Unfortunately, the draft which was presented to you for execution was not the final draft which you approved but was actually an earlier version. I apologize for the inconvenience my mistake has caused.

The only changes are found in Section 2(b) and 11. In Section 2(b), the final version of the contract contains the phrase "twelve consecutive weeks." Section 11 is a new paragraph dealing solely with deferred vacation.

Should you have any questions regarding the contract please contact me.

Best regards.

Sincerely,

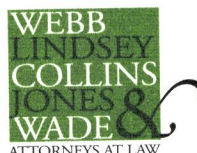
WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey
Richard P. Lindsey

RPL:jmf

Enclosure

I:\PTC\CITY\RPL\Letters\Mayor Lenox\Revised Manager's Contract.wpd



EMPLOYMENT AGREEMENT

This Agreement made and entered into this ____ day of _____, 2001, by and between the City of Peachtree City, Georgia, hereinafter called the "City," as party of the first part; and Jim Basinger, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Jim Basinger has been employed by the City as the Chief Administrative Officer and City Manager since November 1984;

WHEREAS, Jim Basinger will achieve the right but not the obligation to retire with full benefits in November 2002;

WHEREAS, the City desires to continue to employ the services of Jim Basinger as City Manager of City;

WHEREAS, Employee desires to continue his employment as City Manager;

WHEREAS, it is the desire of the City Council of the City of Peachtree City, Georgia, hereinafter called the "Council" to provide certain benefits to, establish certain conditions of employment for, and to establish working conditions of said Employee;

WHEREAS, it is the desire of the Council to plan for the eventual retirement of Jim Basinger and desires to provide for a smooth transition from Mr. Basinger to his successor; and,

WHEREAS, to promote the City's ability to plan, both parties desire to reduce to writing the terms and conditions of Jim Basinger's employment in order to entice Mr. Basinger to continue to serve as City Manager for a time certain and to continue to so serve for additional set periods thereafter.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to continue to employ Jim Basinger as City Manager, to perform the functions and duties specified in the City Charter and City Ordinances, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. Term

This Agreement shall be in effect from the date written above until December 31, 2002 and shall automatically renew each year for successive one (1) year periods concluding on the 31st day of December each year unless either party submits to the other party no later than September 30 in any such year written notice that the Agreement shall not be so renewed following December 31 of that year, provided, however, that:

A. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in the City Charter and City Ordinances, and Section 3 of this Agreement.

B. This Agreement shall automatically terminate with no action required on the part of Council if Employee dies or becomes disabled. For the purposes of this Agreement, the term "disabled" shall mean a physical or mental condition or injury which prevents Employee from fulfilling his duties for more than twelve (12) consecutive weeks in a calendar year or which hampers his ability to perform his duties for more than twelve (12) consecutive weeks in a calendar year as determined by the City's Medical Director. If Employee is disabled, then Employee shall have all rights guaranteed to him under federal, state, and local laws and under the City Charter, ordinances, and personnel policies but the Council shall be free to replace Employee subject only to such laws.

Section 3. Termination

A. Except as provided in paragraph B of this Section, if Employee is terminated by the Council during such time that Employee is willing and able to perform the duties of City Manager, the City agrees to pay Employee as herein provided.

B. The City shall have no obligation to pay salary and benefits designated in this Agreement in the event Employee is terminated because of:

- (i) Employee's conviction of any misdemeanor which results in a personal gain to Employee,
- (ii) Employee's conviction of any felony,
- (iii) Employee's admission that he sexually harassed any City employee,
- (iv) Council's determination that sufficient evidence exists against Employee that he sexually harassed an employee, or
- (v) Council's determination that Employee had engaged in or condoned any discrimination based on race, religion, color, national origin, or ethnicity while acting on behalf of the City.

For purposes of this Agreement, the terms "sexually harassed" and "discrimination" shall be as defined by the City Attorney following the law which shall be submitted in writing to and adopted by the Council.

C. In the event of termination as provided in Section 2, paragraph A above, the Employee shall be entitled to all salary and benefits to which Employee would be entitled under this Agreement, including retirement benefits and unused and deferred vacation, as if Employee were continued in his employment with the City for the remaining term of the Agreement. If Employee is terminated in any year following September 30, Employee shall be guaranteed and paid by the City salary and benefits for the full employment period which concludes on December 31 of the following year. Such salary and benefits owed under this Agreement to the Employee shall be paid on a monthly basis following Employee's termination.

The benefits provided as part of termination shall be those benefits that the Employee has at the time of termination. The salary and benefits shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable

employment. For purposes of this Agreement, the receipt by the Employee of written notice that the City is not renewing the Agreement shall not be construed as termination and Employee shall continue to serve as the City Manager until the end of the term of the Agreement, unless instructed otherwise by Council, and the City shall continue to pay salary and benefits to Employee through the term of the Agreement.

D. If the Council at any time during the employment of said Employee reduces the salary or other financial benefits of Employee in greater percentage than an applicable across-the-board reduction for all City employees, or in the event the Council refuses, following written notice, to comply with any other provision benefiting Employee herein, then in that event, Employee may at Employee's option be deemed to be "terminated" at the date of such reduction or such refusal to comply with any other provision benefiting Employee herein.

Section 4. Salary

City agrees to continue to pay Employee for Employee's services rendered pursuant hereto a base salary of \$8,350.00 per month. In addition, City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent that the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given employees generally.

Section 5. Automobile

A. The City desires to have the ability to have immediate contact with Employee except on those occasions when he is out of town. Therefore, Employee shall have the exclusive and unrestricted use to include personal use within the general metro Atlanta area, at all times during Employee's employment with the City, of an automobile provided to Employee by the City. City shall be responsible for paying for the operation, maintenance, repair, insurance and regular replacement of said automobile.

B. The City shall pay for installation and usage costs and equip the chosen vehicle with a mobile radio and car phone that will ensure a mobile means of reliable communication between the City and Employee at all times.

Section 6. Conflict of Interest

Employee shall be permitted to engage in such activities as teaching, writing, and professional consultation on Employee's time off so long as such activity is not in conflict with the interest of the City. The Council shall be the sole judge of any conflict.

Section 7. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, state, and local associations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good

of the City. Nothing in this paragraph shall prevent the Council from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all senior management employees.

Section 8. Professional Development

A. City hereby agrees to budget and to pay the travel and related expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including, but not limited to, the annual meetings of state and national local government associations, and such other national, regional, state, and local groups or committees thereof on which Employee serves as a member. Nothing in this paragraph shall prevent the Council from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all senior management employees.

B. City also agrees to budget and pay for the travel and related expenses of Employee for short courses, institutes, and seminars that are necessary for this professional development and for the good of the City. Nothing in this paragraph shall prevent the Council from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all senior management employees.

Section 9. General Expenses

City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash voucher, receipts, statements, or personal affidavits. Nothing in this paragraph shall prevent the Council from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all senior management employees.

Section 10. Retirement/Deferred Compensation

A. City agrees to continue to make contributions to the GMA Retirement plan to ensure appropriate funding for the defined benefit plan offered through GMA.

B. City agrees to fund as an additional benefit to Employee an annual contribution into the Senior Management 401A retirement program administered by ICMA Retirement Corporation. This contribution shall not be less than the amount made by the City for the other members of the senior management employees.

Section 11. Unused and Deferred Vacation

Employee shall have the right to defer the use of vacation from one year to the next and shall have the right to use the deferred vacation in conjunction with sick leave or for any other purpose. All deferred and unused vacation shall be paid to Employee upon

termination of his employment.

Section 12. Other Benefits

Except as specifically provided for herein, Employee shall be provided at least the same benefits provided to senior management employees of the City.

Section 13. Performance Evaluations

Council will evaluate the performance of Employee each year. This review and evaluation shall follow criteria and procedures determined by Council. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance, strengths, and weaknesses, and to provide an opportunity for Employee to take affirmative action to address weaknesses and areas needing improvement.

Section 14. Other Terms and Conditions of Employment

A. Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other senior management employees of City in addition to said benefits enumerated specifically for the benefit of Employee, except as herein provided. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded division directors and chiefs, including provision governing accrual and payment thereof, on termination of employment, except as herein provided.

Section 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective upon its execution.
- D. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion therefore, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Peachtree City, Georgia has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, this date.

_____, Employee _____, Mayor

ATTEST:
_____, Witness _____, City Clerk

APPROVED AS TO FORM:

_____, Witness _____, City Attorney

POSITION PAPER
Proposed Variance: Floodplain Encroachment
Wilshire Estates Subdivision
Centex Homes
Director of Developmental Services
October 25, 2001

Situation:

The Wilshire Estates Subdivision is located adjacent to the Flat Creek floodplain near GA 74 South. When the subdivision was platted, it was assumed none of the lots would encroach into the area of the 100-year floodplain. However, recent surveys have indicated that a number of the proposed lots on the western side of the subdivision will, in fact, encroach into the floodplain. In order to develop those lots, the owner, Centex Homes, has applied for a variance to place fill material within the 100-year flood area (Attachment "A").

Facts:

1. In Section 1006 of the Land Development Ordinance, it states that "no new development will be allowed in the intermediate regional floodplain." The Ordinance defines intermediate regional floodplain as the 100-year floodplain. Also, the Ordinance identifies as new development any filling, grading, dredging or other alteration of the natural floodway (Attachment "B").
2. In instances where limited development in the 100-year floodplain would be in the public interest or would be necessary to relieve an extreme hardship, the Ordinance contains a variance procedure (Attachment "B").
3. When the concept plat for the Wilshire Estates Subdivision was initially prepared, every effort was made to keep development entirely out of the 100-year floodplain. From the City's standpoint, this was important not only to protect against a future flood hazard, but to help protect the quality of the Flat Creek watershed in that area. The staff policy is to treat all 100-year floodplains as watershed protection buffers.
4. Apparently, the approved concept plat was prepared with inaccurate or incomplete topographic information. As more detailed design drawings were prepared, it was discovered the floodplain actually encroached onto a number of lots in the subdivision. Some of the encroachments were significant and appeared to render the lots unbuildable (Attachment "C").

5. The developer asked the City Engineer for permission to cut and fill on the affected lots and in the area around the lots in order to adjust the 100-year flood line and provide adequate areas for proper flood control. The project engineer issued a letter citing his qualifications to mitigate the encroachments and stipulating the proposed work would not adversely affect flood conditions in the area (Attachment "D").
6. The City Engineer refused to approve the proposed encroachments and notified the developer to either redesign the subdivision or request a variance.

Recommendation:

The staff recommends that the variance not be approved. Although some of the lots will probably become unbuildable, it is felt that the tree clearing and land disturbance that is being proposed would have an enormous undesirable impact on the area. The hardship to the developer of a potential loss of lots would have been minimized, if not avoided altogether, if the initial drawings had been correct. As it is, the hardship is outweighed by the damage to the environment that the proposed engineered solution would create.

JBW/jir

Attachments "A" – "D"

**REQUEST FOR VARIANCE
LAND DEVELOPMENT ORDINANCE, CITY OF PEACHTREE CITY**

This is a request for a variance from the requirements of the Peachtree City Land Development Ordinance for the property located at: Highway 74 and Hollygrove Rd.

The reason this variance is being requested is as follows: Minor grading to take place in 100 year flood plain. (Mitigation is being proposed)

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

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

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

- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

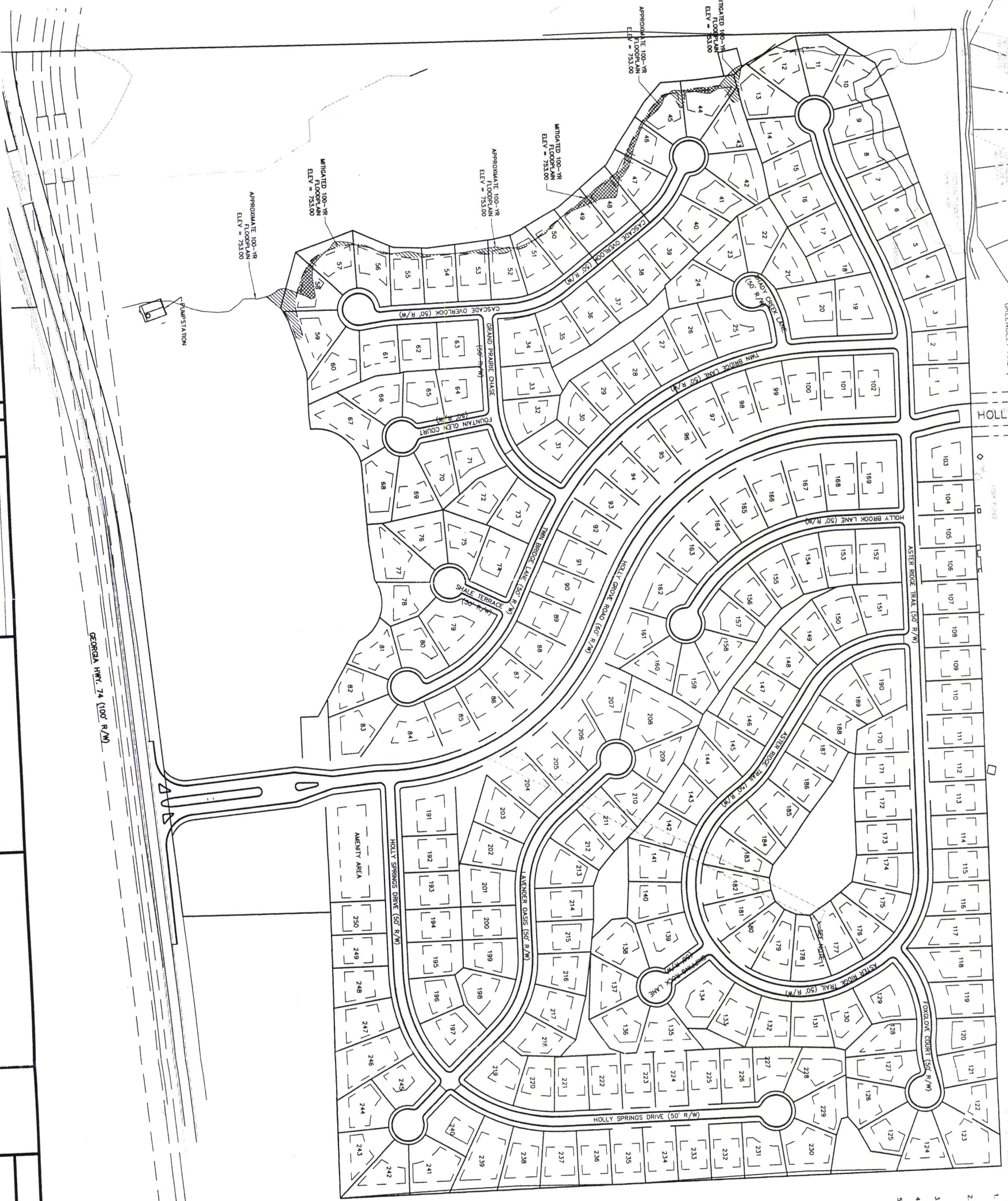
I certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or Print) James E. Fitzenreiter/ Jordan Jones : Goulding
Address: 6801 Governors Lake Parkway, Norcross, Ga. 30071
Phone: (770) 455-8555
Signature: J. E. Fitzenreiter

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

Signature: [Signature]
Title: ZONING ADMINISTRATOR
Date of Acceptance: OCTOBER 10, 2001
Date of Public Hearing: NOVEMBER 1, 2001

07/01/01



- NOTES
1. DEVELOPER SHALL FOLLOW ALL VARIANCE PROCEDURES AS REQUIRED IN CITY CODE OF ORDINANCES, ARTICLE XI, ACTIVITIES IN THE FLOODPLAIN.
 2. AVERAGE DEPTH OF FLOOD PLAIN AREA WHERE GRADING OCCURS = 15".
 3. OCCURS = 15".
 4. BASE FLOOD FLOOR OR GRAIN AREAS SHALL NOT BE LESS THAN THREE FEET ABOVE THE 100 YEAR FLOOD PLAN.
 5. ABOVE THE 100 YEAR FLOOD PLAN ELEVATION OF 753.00

- LEGEND
- EXISTING SANITARY SEWER
 - EXISTING WATER
 - EXISTING STORM DRAIN
 - EXISTING CHAIN LINK FENCE
 - TREE PROTECTION FENCE
 - SEDIMENT TRAP
 - SILT FENCE
 - CONSTRUCTION EXIT
 - CHECK DAM
 - OUTLET PROTECTION (RRAP)
 - PROPOSED CONTOUR
 - SPOT ELEVATION
 - HEADWALL
 - CATCH BASIN
 - DROP INLET
 - MANHOLE/JUNCTION BOX
 - NEW STORM SEWER
 - NEW SANITARY SEWER
 - BRANCHED SWALE
 - REINFORCED CONCRETE PIPE
 - DUCTILE IRON PIPE
 - POLYVINYL CHLORIDE PIPE
 - WATER LINE
 - JOINT TRENCHED-ELEC.CABLE TEL
 - GAS LINE
 - CLEANOUT
 - FIRE HYDRANT
 - STREET LIGHT
 - THRUST MAIN BLOCKING

Attachment "A"
Page 2 of 2

WILSHIRE ESTATES SUBDIVISION
PHASE 2

FLOOD PLAIN MITIGATION

DESIGNED:	CHECKED:	DATE: MARCH 2001	DATE: MARCH 2001	DATE: MARCH 2001
DRANK, JET	AND NO 6884.001	SCALE: NOT TO SCALE	SCALE: NOT TO SCALE	SCALE: NOT TO SCALE



CENTEX HOMES

10/5/01

hydrological studies and drainage plans. When the developer requests and the city engineer agrees, this basin study can be done concurrently with the first development. A map showing the major basins is attached to and made a part of this ordinance.

- (8) The following requirements shall apply to the installation, development and maintenance of all retention and sedimentation control facilities designed for temporary storage of stormwater runoff:

- a. These facilities shall be located on tracts of land, designated for this use on the recorded plat, with sufficient area around the perimeter to provide access for maintenance purposes and shall be immediately adjacent to or be provided with an access easement to a public street. The access easement shall provide at least ten feet of width outside of aboveground obstructions including trees, headwalls, weirs, settling basins or other drainage structures.
- b. Perforated standpipes or a french drain, or other methods which will achieve equal performance to prevent standing of water and inadequate drainage shall be installed within all these facilities.
- c. Except as provided in (8)d., the property owner shall be responsible for the maintenance of the retention facilities during grading, construction, and following final approval of the completed project. This maintenance obligation shall be binding on future owners, successors and assigns of the property.
- d. In the case of platted residential subdivisions, the city shall assume maintenance responsibility after the release of the maintenance agreement for subdivision streets. Upon completion of developer maintenance all retention ponds shall have a positive slope to the outlet in order to facilitate complete drainage.

- (9) Special drainage system maintenance requirements:

- a. No impoundment of water which retains in excess of 0.5 acre of runoff shall be altered without first obtaining a development permit, which shall only be issued after competent engineering studies provided by the developer show that this removal will not adversely affect downstream properties.
- b. Trash, garbage, construction materials, construction by-products or other debris shall not be deposited in any part of the drainage system.
- c. No restrictions or barriers, including fences, may be placed in the drainage system without first obtaining a development permit.

- (10) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. 654, 12-7-1995)

Sec. 1006. Flood control.

(a) *Policies.* It is hereby declared to be public policy to:

- (1) Minimize public and private losses due to flood conditions.

- (2) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters.
- (3) Control filling, grading, dredging and other development which may increase flood damage.
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(b) *Standards.*

- (1) No new development will be allowed in the intermediate regional floodplain. Variance procedures in accordance with article XII are required to obtain approval to perform any development activities in the floodplain. If a variance is granted, then the following provisions are required:
 - a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
 - b. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage, and all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent floodwater from entering the components during a condition of flooding.
 - c. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
 - d. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
 - e. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
 - f. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - g. Any alteration, repair, reconstruction, or improvements to a structure which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.
- (2) Land uses within the intermediate regional floodplain shall not diminish or restrict the capacity of the channels or floodplains of the stream, its tributaries, drainage ditches or any other drainage facilities or systems and shall not increase the IRF elevation or velocity or concentration of flow in downstream areas. If the required hydrologic studies reveal that a request for filling or grading within the intermediate regional floodplain would overload the capacity of the channel downstream or increase flood stages upstream, the development permit shall be denied unless equivalent flow and storage capacity is replaced and maintained by the owner within the intermediate regional floodplain. Altered sections of the intermediate regional floodplain shall have

a positive slope so as to provide positive drainage back to the stream flow line and this section must be maintained by the owners in perpetuity so as to prevent or remove silt build-up.

- (3) In residential districts, not less than 70 percent of the minimum lot area, as established by applicable zoning district development standards, shall be above the intermediate regional flood elevation contours.
- (4) All new buildings permitted after the effective date of this ordinance (March 17, 1988) and located on property contiguous to the intermediate regional floodplain shall be constructed so that all portions of the structure, including the basement floor or crawl areas, shall be not less than three feet above the intermediate regional flood elevations. Any substantial improvement to an existing structure shall have the lowest floor, including basement, elevated not less than one foot above the intermediate regional floodplain.
- (5) The profile elevation of the centerline of all public streets shall be constructed a minimum of one foot above the intermediate regional flood elevation contours. Exceptions to this provision may be granted by the city engineer in cases where the construction of the street elevation below the intermediate regional flood elevation contours would improve drainage or reduce the effects of flooding.
- (6) When on- or off-site debris has accumulated within an intermediate regional floodplain in such a manner as to interfere with the free flow of water so as to increase the risk of hazardous inundation of upstream properties adjacent to the intermediate regional floodplain, the city shall require the owner of the property where this debris was generated, if its source can be identified, to clear and remove the debris so as to permit the free flow of water.
- (7) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water system located and constructed to minimize flood damage.
- (8) No manufactured home shall be placed in a floodway or floodplain.
- (9) Floodways. Located within areas of special flood hazard are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and has erosion potential, the following provisions shall apply:
 - a. Encroachments, including fill, new construction, substantial improvements and other developments are prohibited unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge;
 - b. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions (see (1) above).
- (10) In addition to typical as-built drawings submitted by developers, any new construction or substantial improvement to an existing structure, in or contiguous to a flood hazard

area, will necessitate that the permittee submit a certification of elevation of the lowest floor level (including basement) to confirm that the floor level is above the base flood elevation. The elevation certificate will be prepared after construction, and must be authenticated by a registered land surveyor or professional engineer.

- (11) Any relocation or realignment of river and stream channels shall be prohibited if it would reduce the capacity with respect to the base flood elevation or less, significantly alter water flow characteristics or create a flood hazard. Provisions must be incorporated in the proposal to ensure that adequate maintenance will be provided for the altered watercourse. Adjacent communities and the Georgia Department of Natural Resources must be notified prior to any alteration or relocation of a watercourse if it is determined that an adjacent community could be affected, and evidence of such notification submitted to the Federal Emergency Management Agency.

- (12) When base flood elevation data or floodway data have not been provided by the flood hazard boundary map, then the city engineer shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of this section.

(Ord. No. 425, 3-5-1987; Ord. No. 452, 2-4-1988; Ord. No. 654, 12-7-1995; Ord. No. 657, 3-7-1996; Ord. No. 738, 7-7-00)

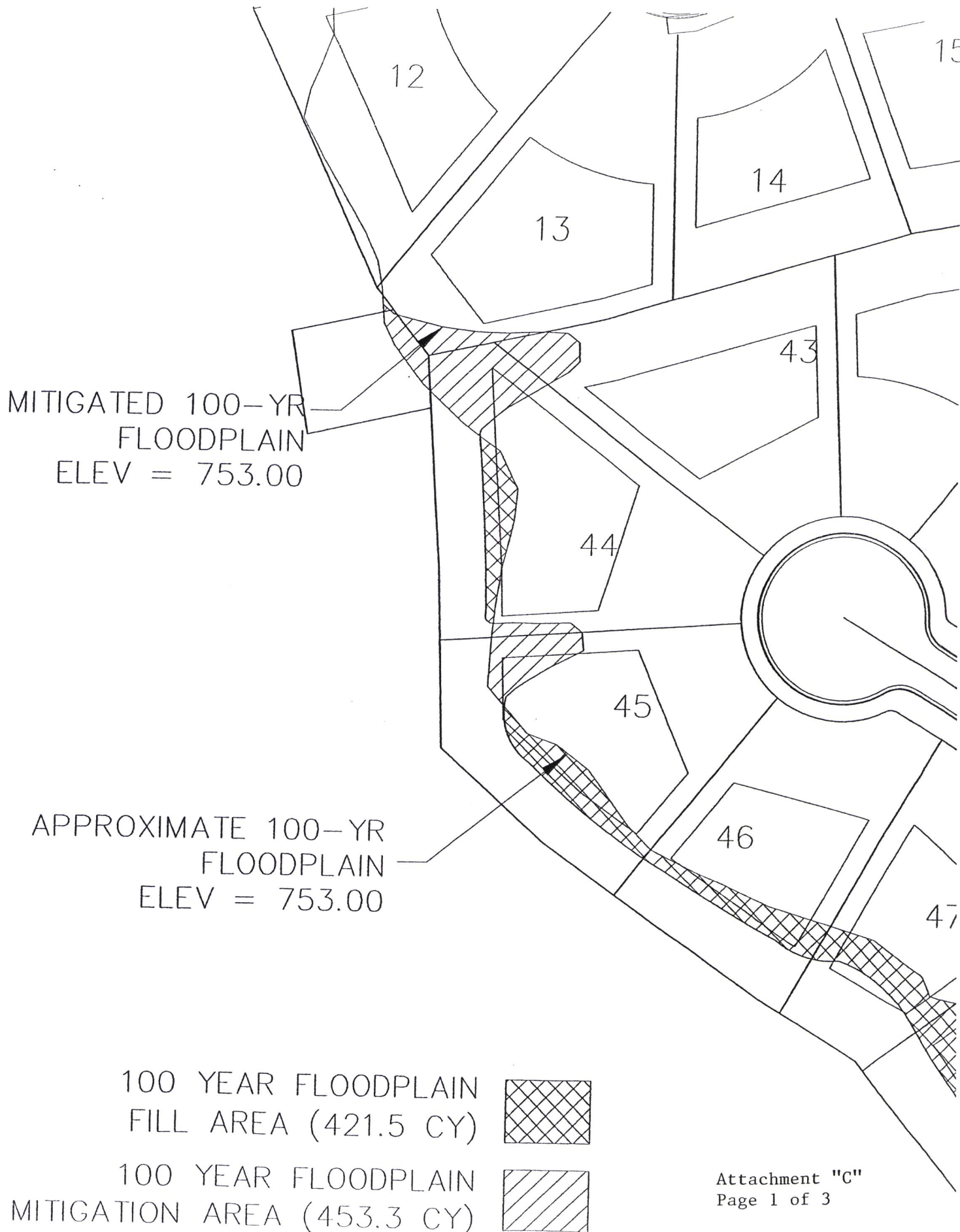
Sec. 1007. Groundwater recharge areas.

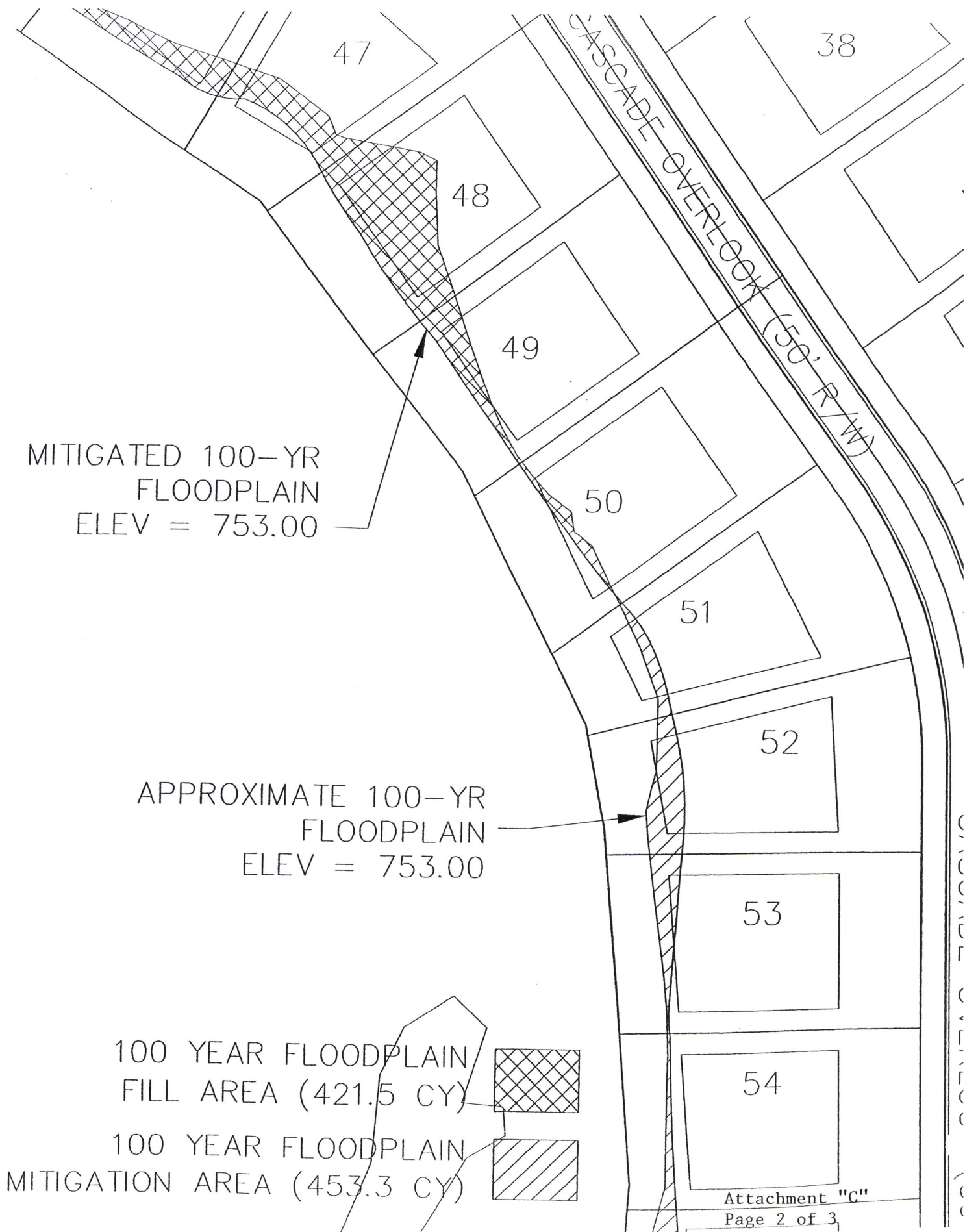
(a) Purpose.

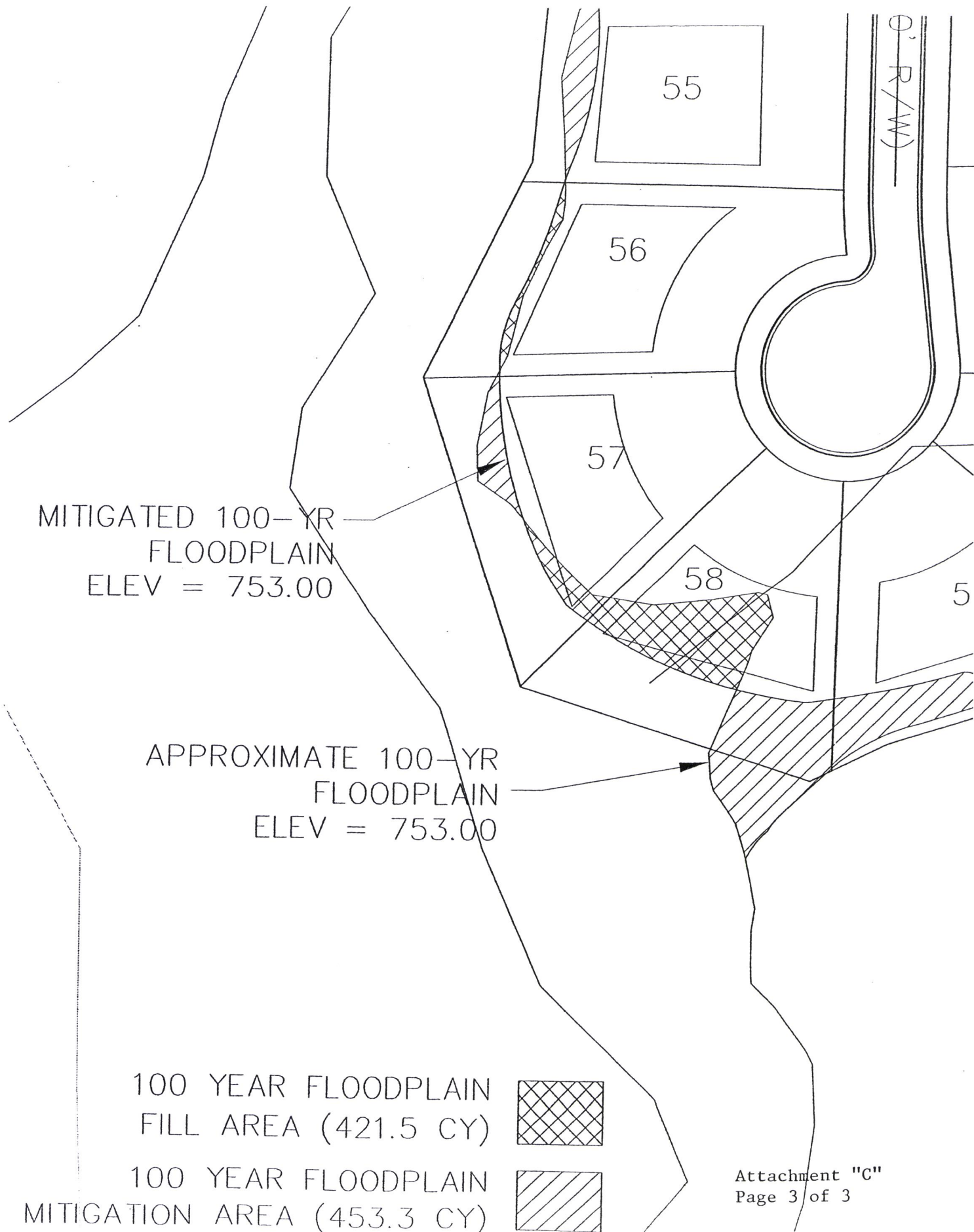
- (1) In order to provide for the health, safety, and welfare of the public and a healthy economic climate within the City of Peachtree City and surrounding communities, it is essential that the quality of public drinking water be ensured. For this reason, it is necessary to protect the subsurface water resources that Peachtree City and surrounding communities rely on as sources of public water.
- (2) Groundwater resources are contained within underground reservoirs known as aquifers. These aquifers are zones of rock beneath the earth's surface capable of containing or producing water from a well. They occupy vast regions of the subsurface and are replenished by infiltration of surface water runoff in zones of the surface known as groundwater recharge areas. Groundwater is susceptible to contamination when unrestricted development occurs within significant groundwater recharge areas. It is, therefore, necessary to manage land use within groundwater recharge areas in order to ensure that pollution threats are minimized.

(b) Definitions. In order to administer and enforce the provisions of this section, the following definitions shall be used:

Aquifer means any stratum or zone of rock beneath the surface of the earth capable of containing or producing water from a well.



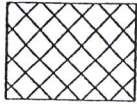




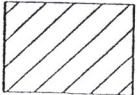
MITIGATED 100-YR
FLOODPLAIN
ELEV = 753.00

APPROXIMATE 100-YR
FLOODPLAIN
ELEV = 753.00

100 YEAR FLOODPLAIN
FILL AREA (421.5 CY)



100 YEAR FLOODPLAIN
MITIGATION AREA (453.3 CY)





**JORDAN
JONES &
GOULDING**

6801 Governors Lake Parkway
Building 200
Norcross, Georgia 30071
T 770.455.8555
F 770.455.7391
www.jjg.com

August 14, 2001

Mr. Troy Besseche
City Engineer
City of Peachtree
151 Willowbend Road
Peachtree City, GA 30269

RE: Centex Wilshire Estates – Flood Plain Encroachment Certification

Dear Troy:

The Centex Wilshire Estates development requires minor grading activities in the flood plain on lots 43-59. I, James E. Fitzenreiter, a registered engineer in the state of Georgia, do certify that I have designed the grading within the flood plain to satisfy City Flood Control Ordinances. It is my opinion that the grading activities will not affect the downstream flow volumes, flow velocities, and base flood elevations. The grading will slightly affect the contours of the 100-year flood elevation as shown in the attached sketches.

Should you have any questions or comments, please contact me.

Sincerely,

JORDAN, JONES & GOULDING, INC.

James E. Fitzenreiter, PE
Project Engineer

Attachments

cc: John Zadjura, Centex
file

Attachment "D"

POSITION PAPER
Proposed Variance: Erwin Industries
525 Clubhouse Drive
Director of Developmental Services
October 24, 2001



Situation:

In 1994, Erwin Industries received approval to build an 8000 square foot office building at 525 Clubhouse Drive adjacent to the Planterra Golf Course. That site plan complied with all setback requirements for the lot.

In 1996, a 10,000 square foot building was actually constructed on the lot. This larger building encroached into the required rear setback. The encroachment went undetected until recently. When it was discovered, the owner promptly applied for a variance to correct the problem (Attachment "A").

Facts:

1. Between 1994 and 1996, a number of changes were made in the site plan for Erwin Industries. For the most part, these changes resulted in a better plan. However, one change moved the south wall of the building to within 50 feet of the south property line.
2. Based on the configuration of the site, the south property line is also the rear property line.
3. The property is located within a GI General Industrial zoning district. The rear setback in that zoning district is 50 feet.
4. On the concept plan that was approved in 1994, the building was about 65 feet from the rear property line (Attachment "B").
5. During a title search early in October of this year, the four-foot encroachment was identified and brought to the attention of the owner and the City (Attachment "C").

Recommendation:

The staff recommends approval of a four-foot variance. For five years, the encroachment went unnoticed by the owner, nearby property owners, attorneys, the contractor and architect, and the City staff. It does not appear the encroachment in any way adversely affected the community. In fact, the development of the site has been quite well done; and it is felt by many to be a good addition to the area.

Proposed Variance: Erwin Industries
October 24, 2001
Page 2

The alternative to a variance would be the removal of a four-foot corner section of the building. The staff feels this type of a solution would be way out of proportion to the problem created by the encroachment. Further, the staff feels this is a somewhat unique situation that will not create an uncomfortable precedent for future building and zoning administration activities.

JBW/jir

Attachments "A" – "C"

**REQUEST FOR VARIANCE
ZONING ORDINANCE, CITY OF PEACHTREE CITY**

This is a request for a variance from the requirements of the Peachtree City Zoning Ordinance for the property located at: 525 Clubhouse Dr, Known as ERVAC OR ERWIN INDUSTRIES

The reason this variance is being requested is as follows: SET BACKS ARE NOT CORRECT
CONSTRUCTION STARTED BY ALL CAD- OWNER TOOK OVER AT FRAMING STAGE. BUILDING
IS LARGER THAN PLANS. ALL INSPECTIONS WERE PASSED AND C.O. ISSUED.
WE HAVE OCCUPIED BUILDING FOR 5 YRS.

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

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

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

- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

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

Name: (Please type or Print) RONALD D. ERWIN
Address: 125 PEBBLE BEACH DR FAYETTEVILLE, GA 30215
Phone: 770-719-0590
Signature: _____

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

Signature: [Signature]
Title: ZONING ADMINISTRATOR
Date of Acceptance: OCTOBER 15, 2001
Date of Public Hearing: NOVEMBER 1, 2001

BUILDING SETBACK LINES:

NO CLOSER THAN 50' (FEET) TO ANY STREET

NO BUILDING SHALL BE CLOSER THAN 40' (FEET) TO ANY SIDE PROPERTY LINE
OR CLOSER THAN 50' (FEET) TO ANY REAR PROPERTY LINE

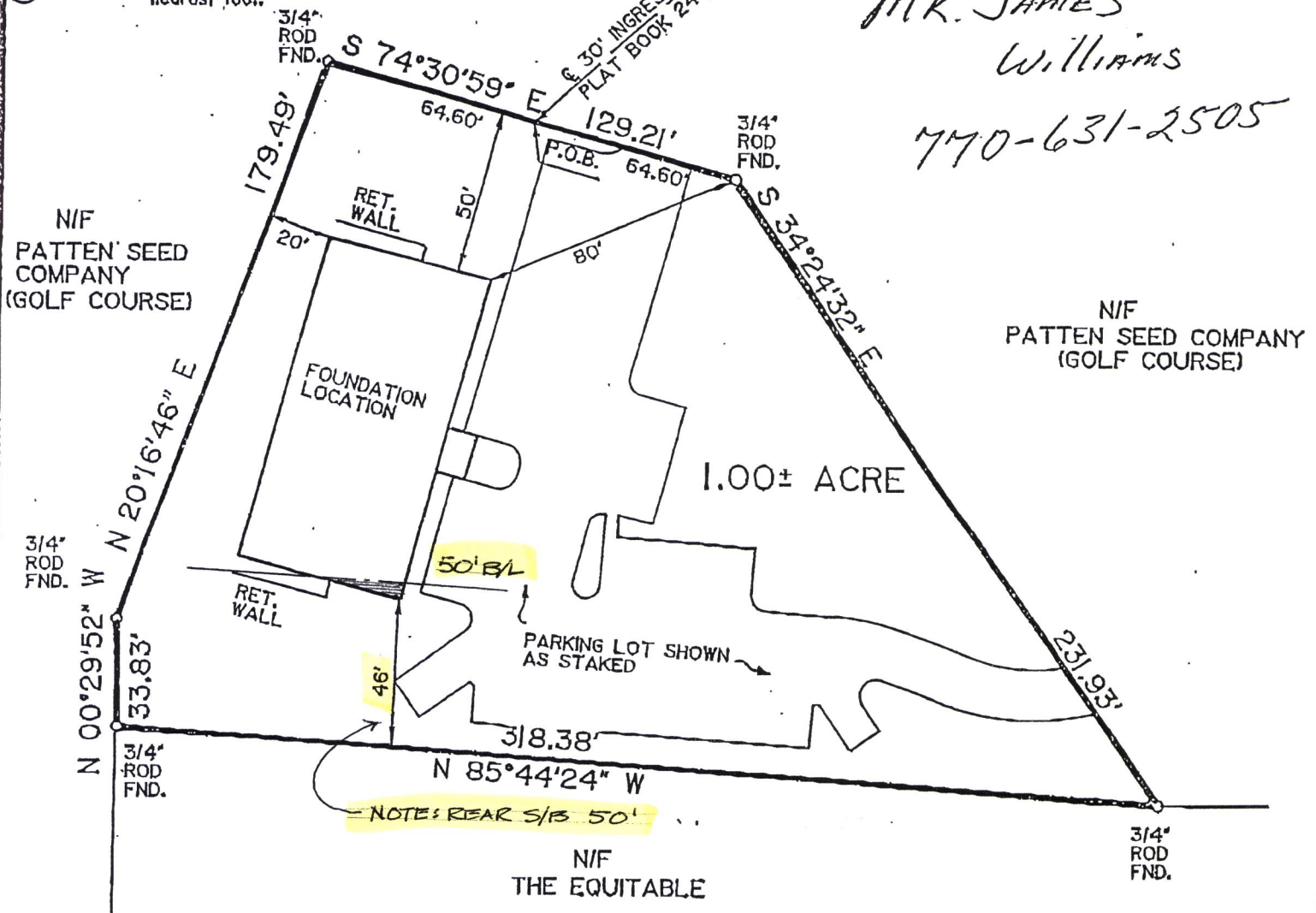
- (2) PER PEACHTREE CITY CODE REQUIREMENTS:
MINIMUM FRONT SETBACK DEPTH: 50' (FEET).
MINIMUM SIDE SETBACK DEPTH: 20' (FEET). IF
ADJOINING A RESIDENTIAL ZONING LOT, THE
BUILDING SETBACK SHALL BE ONE HUNDRED
(100) FEET.
MINIMUM REAR YARD: 50' (FEET). IF
ADJOINING A RESIDENTIAL ZONING LOT, THE
BUILDING SETBACK SHALL BE ONE
HUNDRED (100) FEET.

Foundation Setbacks are rounded to the
nearest foot.1866.21' ALONG THE C. OF EASEMENT TO
THE WESTERN R/W OF SOUTHPARK DRIVE
& THE POINT OF BEGINNING.

A.H.W.

MR. JAMES
Williams

770-631-2505

N/F
PATTEN SEED
COMPANY
(GOLF COURSE)N/F
PATTEN SEED COMPANY
(GOLF COURSE)

This plat was prepared for the exclusive use of the
person, persons or entity named hereon. Said plat
does not extend to any unnamed person, persons
or entity without a recertification by the surveyor
naming said person, persons or entity.

In my opinion, this property does not
lie within the 100 year flood plain
according to the HUD Flood Plain
Map No. 130078 0090 D
Dated MARCH 18, 1996



NOTE:
FOUNDATION LOCATION
BY THIS OFFICE ONLY.
BOUNDARY DATA TAKEN
FROM A PLAT DONE BY
PEACHTREE DEVELOPMENT
FOR ERVAC INC.

Attachment "C"