

**City Council of Peachtree City
Agenda
October 19, 2006
7:00 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Larissa Romanow for Rivers Alive Poem
 - Recognize Employee of the Month – Cinnamon Mack
- IV. Public Comment
- V. Minutes
 - October 3, 2006, Workshop Minutes
 - October 5, 2006, Regular Meeting Minutes
- VI. Consent Agenda
- VII. Old Agenda Items
- VIII. New Agenda Items
 - 10-06-03 Public Hearing – Consider Variance – 348 Summer Place
 - 10-06-04 Alcohol License – NEW – Mt. Fuji Japanese Steak House
 - 10-06-05 Consider Proposal from Train Strong, LLC, for Use of Park Facilities
 - 10-06-06 Discuss Planned Improvements to Crosstown/Ebenezer Road
 - 10-06-07 Consider Approval of Health Savings Account
 - 10-06-08 Consider Reallocation of PIP Funds for Parking Lots
 - 10-06-09 Consider Resolution Calling for Permanent Closure of Phillips Services Corporation
 - 10-06-10 Consider Salary / Benefits for Elected Officials
- IX. Council/Staff Topics
 - Fire Department Volunteer Stipend Test Summary
- X. Executive Session

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

City of Peachtree City
CITY PERSONNEL ORGANIZATIONAL STRUCTURE WORKSHOP
Minutes of Meeting
October 3, 2006
6:30 p.m.

The City Council of Peachtree City met in a workshop session on Tuesday, October 3, 2006, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Staff members attending were: City Manager Bernard McMullen, Assistant City Manager/Developmental Services Director Colin Halterman, Public Information Officer/Deputy City Clerk Betsy Tyler, Fire Chief Stony Lohr, Police Chief James Murray, Assistant Finance Director Janet Camburn, Leisure Services Director Randy Gaddo, Public Services Director Tom Corbett, and IT Administrator Matt Robinson.

McMullen went over an organizational chart for the City's departments. Each director then reviewed their own departmental structure.

Rutherford asked if the Atlanta Regional Commission (ARC) would be looking at the job descriptions as part of the work on the employee evaluation process. McMullen said that was not part of the request. He continued that there were two main elements to the performance appraisal – a listing of key duties, which would not vary much from year to year, and goals and objectives, which would be specific to the year. The ARC would train the supervisors to develop the areas for the appraisal. Rutherford noted that the key tasks should come from the job description. Tyler added that the job descriptions had been re-written in 2000 as part of the pay plan study and were based on what the people in the positions actually did. Halterman said the job descriptions were also updated all the time.

Plunkett asked what happened when City employees did work for other entities such as the Tourism Association, WASA, and the Stormwater Utility. Robinson said his department kept track of the time they worked for the other entities and billed them. Camburn explained that the employees kept track of the time spent on those tasks using a project code, then the City billed those entities. Kourajian asked what was billed. Camburn said the entities were billed the hourly rate for the employee, plus FICA, Medicare, and any retirement match benefits.

Logsdon noted that the part-time planning assistant position was vacant, and felt the position was critical. There was not another employee that served as back-up for the City Planner, especially if the City Planner was out for any length of time. He questioned whether that needed to be a full-time position. Rutherford added that there would be cycles when the Planning Department was very busy, and cycles that were not busy. McMullen said that had been one of his issues regarding making the position full-time during the budget process. If there were no annexations, the majority of construction in the City should be complete in a year. The amount of work associated with ongoing

renovations and redevelopments was an unknown, which was one of the reasons he did not recommend making the position full-time this year.

Rutherford said her request for the workshop was not related to specific employees, but an effort to look at what was changing in the City. The concern was how to transition people into other positions as technologies and conditions changed. For example, a different skill set might be needed for inspecting renovations as opposed to new construction. Plunkett said they also needed to look at what kind of training should be provided.

Logsdon said they should continue to look at the positions two to five years out in the future and to continue to look at correct utilization of people each department had. He said that, during the budget cycle, Council had to know the City's employees were utilized correctly. Logsdon said he felt that was being done and encouraged the directors to keep that up.

Rutherford thanked staff for the information. She said the point of the workshop was to make sure Council understood the staffing. It gave Council a better understanding of what each position did. As technology changed and functions changed, they needed to look at how to take skill sets and move them across to other positions. Now was the time to look at those issues and to consider them two and three budgets down the road.

There being no further business to discuss, the meeting adjourned at 8:00 p.m.

Betsy Tyler, Deputy City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
October 5, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, October 5, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Jim Kretchman of the Fire Department for 15 years of service. Logsdon recognized Carol Lavin of the Library for 10 years of service. Dennis Payton was recognized for his six years of service on the Planning Commission.

Public Comment

Lynda Wojcik submitted a petition to Council signed by citizens against the West Village annexations proposed by John Wieland and Levitt & Sons.

Minutes

Rutherford moved to approve the September 7, 2006, regular meeting minutes and the September 21, 2006, regular meeting minutes as written. Kourajian seconded. The motion carried unanimously.

Old Agenda Items

09-06-03 Update and Consider Actions for Lake Peachtree Buffer Issues

Logsdon noted that many people were present at the meeting for this topic and moved it to the top of the agenda. There was an additional document on the dais – an e-mail from City Manager Bernard McMullen to Mayor and Council dated October 4, 2006, with the subject, "Agenda Item 09-06-03." Rutherford moved to table "Update and Consider Actions for Lake Peachtree Buffer Issues" indefinitely because the City was still waiting from clarification from the Georgia Environmental Protection Division (EPD). Boone seconded. The motion carried unanimously.

Monthly Reports

Rutherford noted that the City's volunteer firefighters would have pumpkins on sale at Stations 81 and 83 this month. The Haunted House was scheduled on October 21-22 and October 28-29.

Logsdon noted on the Financial Services Report that 88% of the revenues had come in. He asked Finance Director Paul Salvatore if the revenues and expenses were on target for the remainder of the year. Salvatore pointed out that the report was unaudited and only went through the end of August. Nothing had drastically changed from the presentation given at the Council Retreat, and there was still another month until the end of the fiscal year. By the time everything was collected, the revenues should be approximately \$100,000 ahead. Hotel/Motel taxes had not been as good the last few months, but everything else was on target. Rutherford asked how the real estate tax collections had been going. Salvatore said they were fine.

Consent Agenda

- 1. Consider Approval of Condition of Sale of MAXIMUS**
- 2. Consider Surplus of Pulse Oximeters**
- 3. Consider Surplus of Survivalink AEDs**

Logsdon noted there were two additional documents on the dais reflecting the added agenda items – a memo to Mayor and Council from Fire Chief Stony Lohr dated October 4, 2006, with the subject, “Pulse Oximeter Surplus;” and a memo to Mayor and Council dated October 4, 2006, from Police Captain Stan Pye with the subject, “Surplus of Survivalink AEDs for trade-in.”

Rutherford asked if, with the trade-in of AEDs, the AEDs would be consistent throughout the City. Police Chief James Murray said the new AEDs would meet the new Heart Association recommendations. They had consulted with Assistant Fire Chief Ed Eiswerth prior to making the decision. Fire Chief Stony Lohr added that the new ones were not the same model used by the Fire Department, but they were adequate.

Rutherford moved to approve the Consent Agenda items. Kourajian seconded. The motion carried unanimously.

New Agenda Items

10-06-01 Consider Amendments to Sign Ordinance

Logsdon noted there was an additional document on the dais – an e-mail from City Attorney Ted Meeker regarding his changes to the sign ordinance with the sign ordinance attached.

Meeker said the proposed amendments to the ordinance were necessitated by changes made by the state legislature that restricted cities’ abilities to regulate signage, political signs in particular. There were also a few housekeeping items that staff wanted to modify, plus some language that he had added to the initial paragraphs. Meeker explained that courts were looking toward what cities and counties were trying to achieve through their sign regulations and what the purposes were, as well as whether the stated purposes were met through the imposed regulations. Rutherford referred to the addition of language on the purpose of the ordinance and clarified that it meant the community was restrictive on signs. Meeker said that the court would understand that from the wording.

Rutherford asked City Planner David Rast if everyone on staff had seen the proposed changes, and if the changes answered everyone’s questions. Rast said yes.

Rutherford moved to approve the amendments as presented in the document on the dais. Meeker noted the revision was dated October 3, 2006. Kourajian seconded.

Kourajian asked if any of the amendments restricted the size of signs. Meeker said staff was still monitoring other jurisdictions to determine what the challenges were. When staff felt the size could be reduced, they would move in that direction.

Logsdon noted that politicians would be able to have signs up longer. Meeker said that one of the major changes would allow politicians to have signs up year round whether there was an election or not, which was a mandate by the General Assembly. The new statute said that cities and counties could not place restrictions on the duration that political signs could be posted.

The motion carried unanimously.

10-06-02 Update by Peachtree City Tourism Association on October 21 Amphitheater Event – Southside Slugfest

Lauren Yawn, executive director of the Peachtree City Tourism Association (PCTA), introduced Corey Nestlehutt, the promoter of the event who also was one of the fighters. She continued that the event was a mixed martial arts event. Ticket sales had been amazing and better than any concert at this point prior to the show, with about 400 tickets left to sell. A majority of the ticket sales were from Peachtree City, Fayetteville, Newnan, Sharpsburg, Tyrone, and Griffin, plus two tickets sold to a patron in Arkansas.

Yawn continued that the 27 tables of six and the 19 picnic tables that sat eight each had all been sold out. The attendees who purchased tables included members of the City of Newnan's Drug Task Force, the Fayetteville Fire Department, and the Douglas County Drug Task Force (one of the agents was on the card). The card included three active duty Marines and a martial arts teacher from Fort Benning. Two Fayette County martial arts schools had also purchased tickets.

Nestlehutt told Council that the biggest problem with the event was the stereotyping. The clientele include collegiate and Olympic wrestlers, plus people with a good background in martial arts. He asked the Council Members to attend an event before they passed judgment to give it a fair shot.

Yawn addressed the insurance protection and the security plan. She said they had all the necessary information. She said that Nestlehutt had to go through the Georgia Boxing Commission in order to hold the event. She continued the proposed security plan included 44 Amphitheater staff members, double the amount at concerts, working at the event, and eight would be working security. The lessee was providing 15 security officers in addition to the police officers normally working Amphitheater events. Nestlehutt said his company's security officers were from a firm in Atlanta that had worked at other events. He said it was always better to have the additional security on hand working with the local police in the event something did get out of hand.

Yawn continued that she was arranging for a shuttle company to provide transportation if needed since there was concern about alcohol. In addition, there would be two physicians, one officer, and an ambulance would be on-site. She had asked the Police Department to provide the usual coverage for the event. She was open to any recommendations. The facility's seating capacity was changed from 2,507 to 2,368 due to the configuration for the event. She also had a copy available of the security plan that she and the Fire Department had signed. There would be no pyrotechnics.

Yawn addressed some of the rumors that had been circulating about the event. Nestlehutt's last event was held at Cowboy's in Marietta. She called the Cobb County Police Department. The last call recorded at Cowboy's was on April 26, 2006, for theft by taking. Nestlehutt's event was held on April 28, with 3,700 people in attendance, and nothing was recorded. The general manager and head of security at Cowboy's both stated there had been no problems, except for an issue with a woman who was intoxicated, in connection with the event.

Another rumor was that 20 states had banned the sport. Yawn researched that claim and found that 19 states regulated the sport, and it also had to be sanctioned. There were 21 states that had not sanctioned the sport, which meant it was unregulated or left up to the local communities.

Yawn said the PCTA had received some letters of support, including a lengthy letter from an investigator from the Newnan-Coweta Crime Suppression Unit.

Kourajian asked about concessions. Yawn said that, unlike other Amphitheater events, patrons would not be allowed to bring alcohol into the facility. Patrons who purchased alcohol at the Amphitheater would be carded at the concession stand. One of the reasons for the extra staff was to keep a better watch on the crowd, as well as to maintain high staff. She said that information was in the marketing materials.

Boone asked how many rounds each fight went. Nestlehutt said the pro fights were three five-minute rounds; the amateurs had three four-minute rounds. Pros were able to use elbows, while amateurs could not. He said the fight was over when the referee stopped it. If a fighter felt like he could not continue, the fight was over. Two taps and the fights were over. He said 90% of the fights ended due to fatigue or by submission. Knock-outs were random. Kourajian asked what steps were in place so things would not get out of hand if a fight was very close. Nestlehutt said he had never seen it get out of hand. Every fight ended with a handshake and a hug. Some fighters probably felt they should have won, but both fighters were there to compete. It was a sport. Nestlehutt said every event in the area always sold out. The biggest problem was overcoming the obstacles. Yawn added that the Fox Theater would be the location for the next fight after the one at the Fred.

Rutherford said it was good to get the correct information out.

Council/Staff Topics

Update from Development Authority of Peachtree City

Development Authority (DAPC) Chairman Steve Fraas introduced DAPC members Todd Strickland, David Miller, and Michael Moore. (A copy of the PowerPoint presentation is included in the official meeting file.)

Fraas went over the DAPC membership and positions. Todd Strickland served as secretary; Dave Miller, vice-chairman; Tyler P. Duffy, treasurer; Paul Schwinne; Michael Moore; Erin W. Ballentine; and Tom Lacy, alternate.

Fraas noted that the mission of the Peachtree City Development Authority was to facilitate the development of new and existing business and industry in the City by building strong relationships with various development partners, state, and local agencies in a way that stimulated economic growth, broadened the tax base, and enhanced the well being of Peachtree City citizens.

The DAPC's recent accomplishments included creating the inter-governmental agreement with the City in June and reconstituting the bylaws in July. The board reviewed proposed development projects referred by City Council and the City Planner. The members had also established the "Key Business Lunch Project" to meet with key business leaders in Peachtree City and ascertain positive and negative development aspects.

Miller explained that the Key Business Lunch Project went back to the mission statement. One of the pieces of the statement was to build an effective partnership with existing businesses. Fourteen companies were selected to take to lunch between before the end of December so the DAPC could learn from them. Miller thanked Council and City staff for their participation in this project. The pairings included:

- Michael Moore and Bernie McMullen met with Panasonic
- David Miller and Stuart Kourajian met with World Airways
- Tyler Duffy and Cyndi Plunkett met with Hoshisaki.
- Paul Schwinne and Harold Logsdon met with Sigvaris and Cooper Lighting.
- Steve Fraas and Judi Rutherford were scheduled to meet with Rinnai.

Miller reported that World Airways had a very positive view of the City from the top. They rated their ability to recruit good people very high. The airport was also a positive. Their concerns included the TDK extension development, a desire for more exposure/relationship with the Mayor and Council, and the lack of publicity for World Airways' contributions to the community. Kourajian added that World Airways did a lot for the City and were very low-key. The City should recognize them and all of the businesses that did things for the City.

Moore gave an update on the meeting with Panasonic. He and Assistant City Manager Colin Halterman met with Vince Sarrecchia, president; Michael Miller, vice-president, human relations; Larry Roach, legal. The view from the top at Panasonic was that the stronger the community and offerings of its corporate partners, the more desirable the City became. Their concerns included education and the City's youth soccer organizations to which they donate \$15,000 annually. Their suggestions included having the soccer organizations work more closely with the City to promote tournaments within the City and other counties. To improve the culture in the City, they suggested corporations and schools work together to promote learning and a sense of community. Panasonic would like to offer intern programs for high school students as well as to conduct tours through their facility. Panasonic would also like to work with other businesses to create partnerships with local schools. They felt strong community and youth programs were key to employee retention. Panasonic would like to work with the City to draw new families and to retain children after college graduation.

Fraas added that the lunch program allowed the DAPC to reach out to existing businesses and was consistent with the partnership with the Fayette County Development Authority (FCDA). The FCDA's mission was to attract business to Fayette County. The DAPC did not want to replicate or duplicate the FCDA's efforts, but wanted to work hand-in-hand with the FCDA. The DAPC's role was to retain existing business, redevelop existing land and/or real estate, develop the existing land in the industrial park, and to partner with the FCDA on activities. Fraas noted that he had a seat on the FCDA as the PCDA's chairman, along with Jerry Cobb of the Peachtree City Airport Authority.

Strickland said there was a direct relation between the character of the built environment and its effect on the people that lived within it, and the value it created. He reviewed the Project Life-Cycle. The first phase was to review the projects guided to the DAPC from the City and other sources. The DAPC acted as a liaison to proactively guide selected development/re-development projects. The second phase was DAPC coordination. The DAPC coordinated efforts on the

projects with Council, City staff, the Planning Commission, the landowners, and any other key stakeholders. In the Marketing/Visioning phase, the DAPC would subsidize the design on the conceptual site plans and exterior elevations to illustrate intent and garner consensus on the projects. The conceptual designs would be used to market proposed sites or buildings to prospective tenants or developers who would execute the agreed upon design vision.

The DAPC met with the Mayor and Council in March to receive guidance. The board reviewed several projects of varying size, complexity and use, and had met with the City (Council/staff) and landowners to discuss the projects. The DAPC selected Lexington Circle as the first project since the area had not developed as envisioned. The project was moving into the conceptual phase. The project actions included interviewing architects to find qualified participants to facilitate the project. The DAPC planned to deliver a well-designed project to the City for consideration that added value to land owners' property, value to the City tax digest, and value to quality of life for citizens of the City.

Fraas noted that Duffy had been unable to attend to go over the financial snapshot, but he pointed out that there would be less legal expense than past years. He said they would like to eventually set up quarterly or semi-annual luncheons with small businesses so they could interact with other business leaders and Council. With less legal expense, the DAPC would be able to spend money on economic development projects. He thanked Assistant Finance Director Janet Camburn for her assistance.

Fraas said the vision for the DAPC was to become a value-added resource to the citizens and government of the City, to be instrumental in attracting and retaining businesses, and that DAPC activities would result in growth to the tax digest. Nothing was more disconcerting than empty buildings in the industrial park.

Fraas said there were two things that the DAPC should focus on – attracting corporate headquarters and international businesses.

Rutherford thanked the DAPC members for their presentation. She said she was happy to see they had a focus, and they had done a lot of hard work. She appreciated their efforts. Logsdon also thanked the board, and added that the international business project had a lot of merit.

Rutherford asked if there had been any progress on what would happen with the pools next summer. McMullen said Leisure Services Director Randy Gaddo had been working with the Recreation Commission, and he would forward an update.

Rutherford asked if Peachtree Parkway paving was completed. Assistant City Manager Colin Halterman said the work was complete, and the striping would be done toward the end of the month.

Plunkett asked what the status was of the work at Huddleston Pond. McMullen said staff would be meeting the next day with a contractor to re-locate the fish. Plunkett noted that the mussels were protected. McMullen said the repairs to the dam were under design. Due to the scope of the repair work, the engineer had recommended that the pond be drained and no water be put back until the dam was reconstructed. The work should be completed by late spring or summer. Boone asked if the brush inside the pond would be cut back. McMullen said he did not know all

the details. Halterman added that all the trees had to be removed from the dam. McMullen said the trees on it had contributed to the dam's damage. Rutherford said she had expected the project to move faster. She asked what had happened and what could the City learn from this project. McMullen said staff had initially envisioned a patch job, but once the engineers had looked at the dam, it was discovered that major reconstruction was needed. The scope of the work was much greater than expected.

Rutherford suggested that Council be updated on projects after Council made a decision. They should be updated, so they would know how to respond when questioned by citizens. Plunkett agreed. She said the bridge over the railroad was an example. Once the bridge was installed, they thought people would be able to use it, but that was not the case. Either Council was not briefed on it, or she did not hear it.

Plunkett continued that there had been an e-mail from Rob Learnard concerning the TDK extension. She said she would like his questions answered as soon as possible.

Kourajian asked if the water level at Lake Kedron was going down. McMullen said it was due to lack of rain, plus what was released from Lake Kedron for water consumption and to help maintain the established level of Lake Peachtree. If Lake Peachtree did not get water from its tributaries due to the lack of rain, it compounded the problem at Lake Kedron. Kourajian asked if it was at a dangerous level yet. McMullen said no. He added that maintaining the water level in Lake Peachtree was part of the contract with Fayette County.

Kourajian asked when the landscaping would start on MacDuff Parkway. Plunkett said if it was not going to happen in October, then the City needed to notify the resident that addressed Council in January.

Rutherford moved to convene in executive session for threatened or pending litigation, real estate, and a personnel issue. Boone seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn. Kourajian seconded the motion. The motion carried unanimously. The meeting adjourned at 9:31 p.m.

Betsy Tyler, Deputy City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

POSITION PAPER

Proposed Variance: Lot 75, Foreston Place
Rowell Property

City Planner/ Zoning Administrator
October 16, 2006

David
10/16/06

Situation:

Mr. and Mrs. Leslie Rowell own the property located at 348 Summer Place within the Foreston Place subdivision. The overall site is 0.285 acres in size and is zoned R-12 Residential. The home was initially constructed in 1988 and encroaches 0.5' into the minimum front building setback.

On November 28, 2005, the subject tract was posted with a Stop Work Order because the Applicant had begun constructing a porch onto the front of the home without first securing a permit from the city. The Applicant then submitted a Building Permit application on December 8, 2005, seeking approval to construct a covered porch on the front of the home (Attachment "A"). As a part of this application, a survey was provided which indicated the existing home encroached into the minimum front building setback (Attachment "B"). The Applicant applied for an Administrative Variance on December 9 to correct this encroachment (Attachment "C"). This request was approved on December 15 subject to the following understandings and conditions:

1. *The original structure was approved for construction and a Certificate of Occupancy was issued prior to the City requiring Foundation Surveys for homes on individual lots.*
2. *The Administrative Variance is limited to the existing encroachment of 0.5' into the minimum 40' front-building setback.*
3. *No additional encroachments into any of the required building setbacks will be permitted without first applying for and receiving a variance from City Council.*
4. *A Foundation Survey must be submitted to the Building Department once the foundation for the new addition is poured and prior to any further construction on this addition.*
5. *You must record this document as a permanent record with the Fayette County Courthouse. Attached is a copy of a sample affidavit that can be used to facilitate this process. Please note that the affidavit must be notarized.*

The Building Permit was issued on December 20, 2005 (Attachment "D"). Subsequently, the Foundation Survey was submitted to and approved by the Building Official, and the Applicant was notified he could proceed with construction "with the understanding that the portion of the deck frame that extends beyond the concrete piers and presently encroaches into the forty (40) foot front setback must be removed" (Attachment "E"). It does not appear any work has been done on the porch construction since that time.

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The Applicant was notified on May 9, 2006, that his Building Permit would expire on June 9, 2006 (Attachment "F"). On June 14, 2006, the Applicant was notified that his Building Permit had expired and that the property had been placed under a Rehabilitation Order to Correct (Attachment "G"). The Applicant was also notified that he was in violation of the city's building setback depth limitations. A follow-up inspection was conducted on July 31, 2006, at which time the Applicant was issued a Citation because there had been no work done to satisfy the conditions of the Rehabilitation Order. The Applicant appeared in court on July 31, at which time a trial date was set for September 13, 2006.

On September 12, 2006, the Applicant applied for a variance to allow the encroachment into the front building setback (Attachment "H"). The trial date has been continued until the variance issue is resolved.

Facts:

1. The subject parcel is zoned R-12 Residential, which requires a minimum front building setback of 40'. The foundation survey indicates the concrete piers for the porch are not located within the front building setback. However, the framing, decking and roof of the porch would extend approximately three (3) feet into the front building setback.
2. On the site plan submitted by the Applicant as a part of the Building Permit application, the Building Official noted "*Per owner: Deck will be set back 6" to prevent encroachment.*" Constructing the deck in this manner would align the new porch with the existing garage and would not create an encroachment into the setback.
3. The Building Official approved the Foundation Survey "*with the understanding that the portion of the deck frame that extends beyond the concrete piers and presently encroaches into the forty (40) foot front setback must be removed.*"
4. There has been little, if any, construction activity since February 14, 2006. The Applicant is requesting a variance to allow a three (3) foot encroachment into the front building setback.
5. A copy of the portion of the Zoning Ordinance that addresses variance policies and procedures is included as Attachment "I".

Recommendation:

City Staff recommends that the variance not be approved. Foreston Place is an established neighborhood with homes on small lots. The Applicant began constructing the porch without first securing a Building Permit. Once this was discovered, City Staff worked closely with the

Proposed Variance: Lot 75 Foreston Place

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Applicant to correct an existing encroachment through the Administrative Variance process, then suggested ways to bring the new construction into compliance with the required building setback.

Handwritten notes on the survey submitted by the Applicant as a part of his application indicate he agreed to remove the portion of the decking within the front building setback. The Foundation Survey was approved with the understanding this encroachment would be corrected.

The front porch stands today as it did close to ten (10) months ago when the Foundation Survey was approved. The Building Permit has expired and the Rehabilitation Order has been ignored. Staff sees no compelling reason to permit this encroachment.

Attachments "A" – "I"

Peachtree City Building Department

153 Willowbend Road

Peachtree City, GA 30269

PHONE: (770) 487-8901 FAX: (770) 631-2552

DATE: Dec. 8, 2005

PERMIT # 05-2489

☐ COMMERCIAL ☒ RESIDENTIAL CONSTRUCTION TYPE FRAME
☐ REPAIR ☒ ADDITION OCCUPANCY TYPE DETACHED RESIDENTIAL
☐ ACCESSORY USE ☒ EXTERIOR FINISH VINYL SIDING

FENCES: ☐ COMMERCIAL ☐ RESIDENTIAL ☐ POOL
 FENCE HEIGHT _____ FENCE MATERIAL _____

SUBDIVISION/PROJECT NAME:

Foreston Place

BLOCK

LOT NUMBER

SITE ADDRESS:

348 Summer Place PTC

OWNER:

Leslie Rowell

ADDRESS

above

PHONE NO. 7-631-8901

FAX NO. _____

CONTRACTOR:

ADDRESS

PHONE NO. _____

FAX NO. _____

APPLICANT'S NAME:

Leslie Rowell

ARCHITECT/DESIGNER:

ADDRESS

PHONE NO. _____

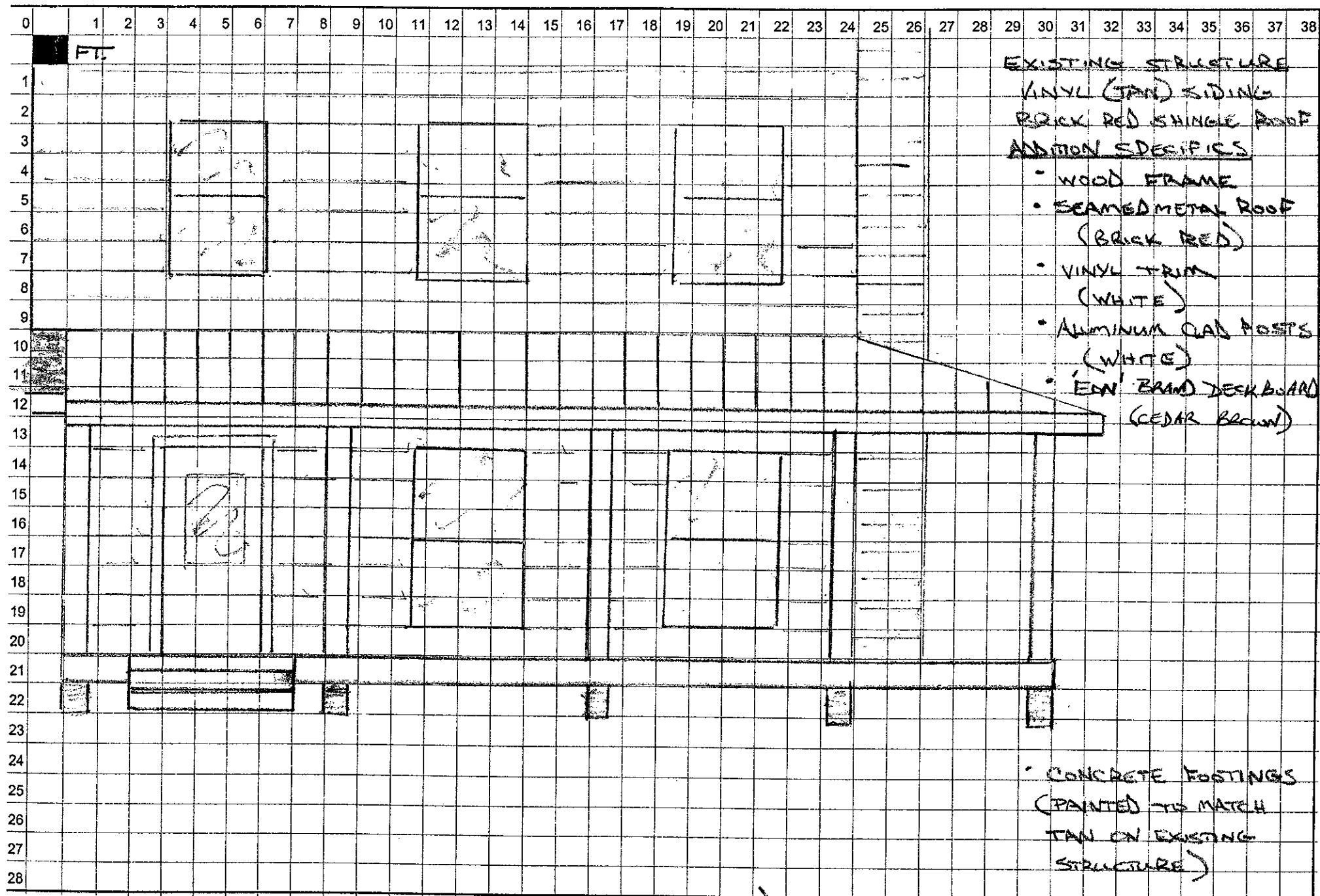
HOMEOWNER ASSOCIATION APPROVAL: ☐ YES ☒ NO no association

☐ SEWER TAP APPROVAL ☐ SEPTIC SYSTEM APPROVAL ☐ WATER TAP APPROVAL

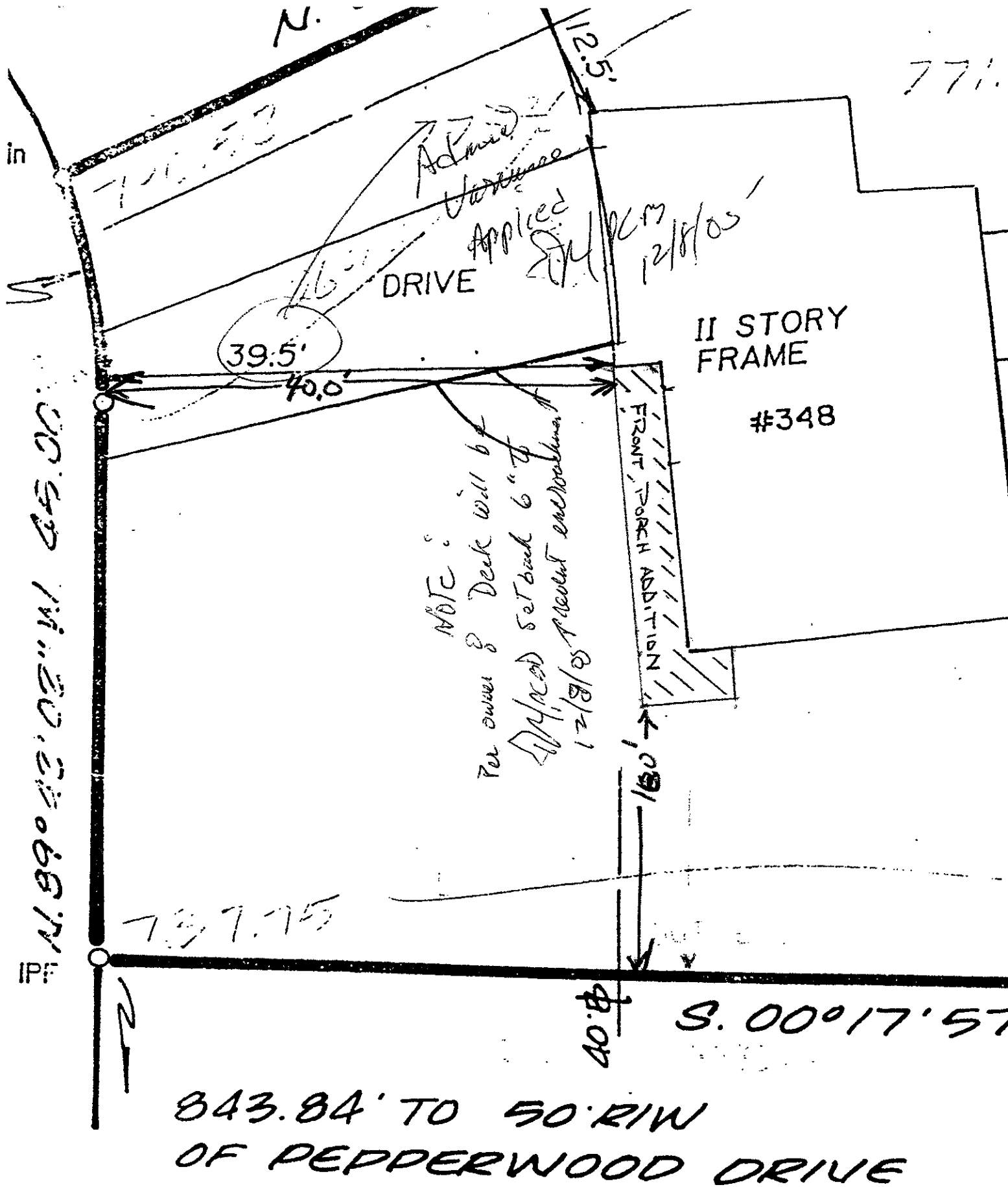
ZONED	SETBACKS: FRONT _____ SIDE _____ REAR _____	PLAN NAME	PLAN ON FILE YES ☐ NO ☐
		<u>Front Porch</u>	

NO. OF STORIES	NO. OF BATHS	BASEMENT	NO. OF FIREPLACES	HEATED SQ FT	TOTAL SQ FT	EST. CONSTRUCTION COST
<u>2</u>	<u>2 1/2</u>	<u>Yes</u>	<u>1</u>	<u>1825</u>	<u>2531</u>	<u>\$ 6,000</u>

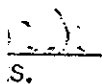
DESCRIBE WORK: ADDITION OF FRONT PORCH TO EXISTING
TWO STORY DETACHED, RESIDENTIAL, WOOD FRAME, VINYL SIDED
STRUCTURE. ADDITION INCLUDES WOOD FRAME CONSTRUCTION
SEALED METAL ROOF, VINYL TRIM, ALUMINUM CLAD POSTS, A
'EON' BRAND COMPOSITE FLOORING BOARD.



FRONT PORCH ADDITION (FRONT VIEW)



correct
affected and
only with
require-



JOB NO. 870 963

December 16, 2005

Mr. S. Leslie Rowell
348 Summer Place
Peachtree City, GA 30269

Re: Lot 71, Foreston Place subdivision (AV-2005-09)
Approval of Administrative Variance request

Dear Mr. Rowell:

Peachtree City Staff has reviewed your application for an Administrative Variance for the property located at 348 Summer Place within the Foreston Place subdivision. The plat you submitted indicates the existing structure is located 39.5' from the front property boundary. The subject tract is zoned R-12 Residential, which requires a minimum front building setback of 40'.

Our permit file indicates the Certificate of Occupancy for the existing structure was issued on May 20, 1988. Based on the boundary survey you provided (last revised February 18, 1994), it appears the existing structure encroaches 0.6' into the minimum front building setback.

It is my understanding you are proposing to construct a new porch on the front of the home, which has been designed so as not to encroach into the minimum front building setback. In order to correct the existing encroachments, you are seeking an Administrative Variance of 0.5' for the existing encroachment into the front building setback.

Based on a thorough review of your application and the permit files for this parcel, we have approved your request for an Administrative Variance subject to the following understandings and conditions:

1. *The original structure was approved for construction and a Certificate of Occupancy was issued prior to the City requiring Foundation Surveys for homes on individual lots.*
2. *The Administrative Variance is limited to the existing encroachment of 0.5' into the minimum 40' front-building setback.*
3. *No additional encroachments into any of the required building setbacks will be permitted without first applying for and receiving a variance from City Council.*
4. *A Foundation Survey must be submitted to the Building Department once the foundation for the new addition is poured and prior to any further construction on this addition.*
5. *You must record this document as a permanent record with the Fayette County Courthouse. Attached is a copy of a sample affidavit that can be used to facilitate this process. Please note that the affidavit must be notarized.*

Lot 71, Foreston Place subdivision (AV-2005-09)

December 16, 2005

Page 2

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

David E. Rast

David E. Rast, ASLA

City Planner/ Zoning Administrator

Attachments

cc: *Colin Halterman*
 Tom Carty
 Art Bernard
 file

Interim Developmental Services Director
Building Official
Plans Examiner

APPLICATION FOR AN ADMINISTRATIVE VARIANCE

Name of Applicant: S. LESLIE ROWELL

Address of Applicant: 348 SUMMER PL

Address of subject property (if different): SAME AS ABOVE

Reason for application: ~~FOR A NEW PORCH - ADDITION~~

EXISTING HOUSE ENCROACHMENT

Is a survey included with the application? NO

Does the application pertain to a zoning setback? YES

Is the violation an existing setback violation? YES

How long has the violation existed? SINCE 1989

What is the required setback? 40.0'

How much of a variance is being requested? 0.5'

Were you the owner of the property when the violation occurred? NO

If not, who was? PROR HOME OWNER (ORIGINAL HOMEOWN

I hereby certify that I own the property for which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of applicant: [Signature] Date: 12/8/05

Accepted by Zoning Administrator: David E. Rant Date: 12-09-05

Date of Hearing: 12-15-05 Decision: (SIS) Approved

[Signature]

Wood & Associates

consulting engineers • surveyors • planners

P.O. BOX 2627
PEACHTREE CITY
GEORGIA 30269 487-9220

[Signature]
BUILDING OFFICIAL
CITY OF PEACHTREE CITY 4-13-88

In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

[Signature]
LARRY C. SHIMSHICK, RLS

LOT 71
PHASE I
FORESTON PLACE

5.20.88

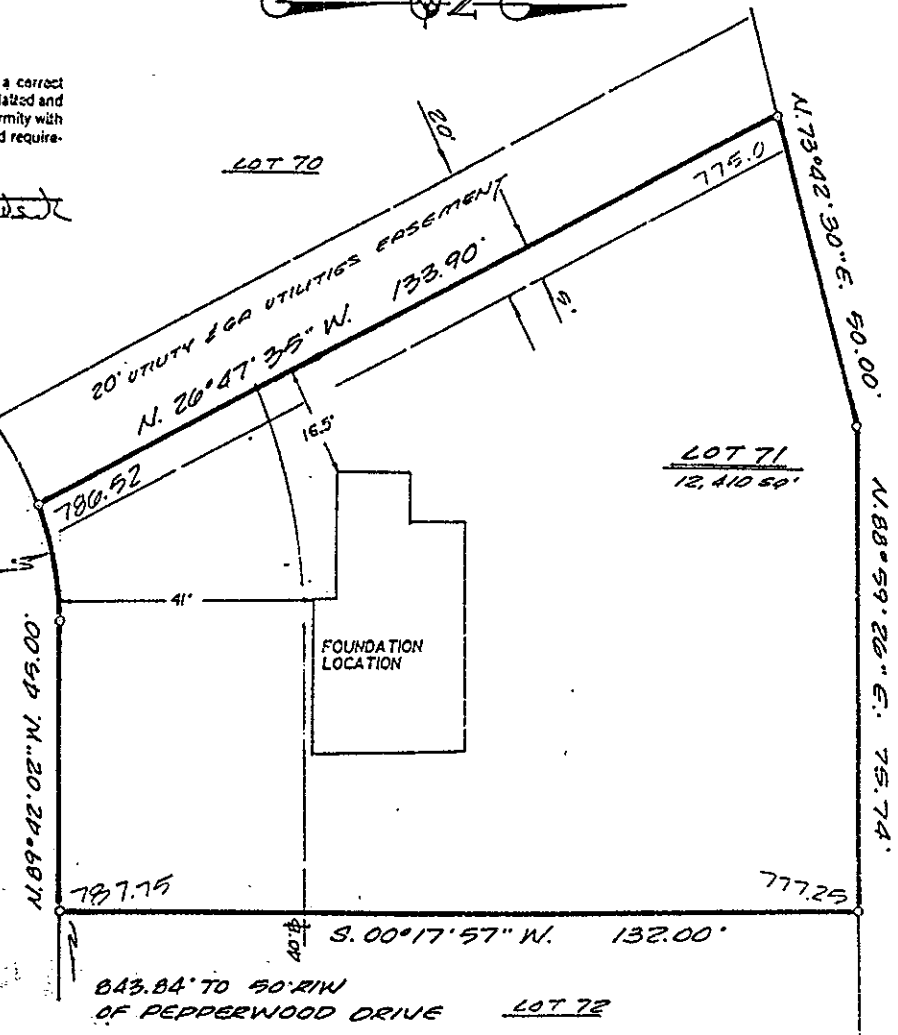
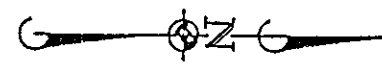


In my opinion, this property does not lie within a flood hazard area according to the latest HUD flood plain map.

SUMMER PLACE
50' R/W

PREPARED FOR:
ABERDEEN BUILDERS
LAND LOT 28, 6TH DISTRICT
FAYETTE COUNTY, GEORGIA
SCALE: 1"=20' DATE: 9-21-87

REV: 4/1/88



NOTE: HOUSE LOCATION BY THIS OFFICE ONLY. BOUNDARY DATA TAKEN FROM A PLAT BY G. TIM CONKLE, RLS DATED: 7/22/87.

JOB NO. 870903

CITY OF PEACHTREE CITY

153 WILLOWBEND ROAD
Peachtree City, GA 30269
Phone (770) 487-8901

Inspection Request Line (770) 631-2588 Ext. 222

BUILDING PERMIT

PERMIT#: 052489

DATE APPLIED: 12/09/2005
PERMIT TYPE: RA

JOB ADDRESS: 348 SUMMER PL
SUBDIVISION: FORESTON PLACE

LOT: 71

ISSUED TO: LESLIE ROWELL
ADDRESS: 348 SUMMER PL
PEACHTREE CITY GA 30269

PHONE#: 770-631-8956

CONTRACTOR: LESLIE ROWELL
ADDRESS: 348 SUMMER PL
PEACHTREE CITY GA 30269

PHONE#:

WORK: FRONT PORCH ADDITION
BLDG USE:

HT SQ FT: 0.00
SQ FT:

MINIMUM SETBACKS

FRONT: 40
SIDE: 10
REAR: 30
CORNER:

STORIES:

ZONED: R-12

VALUATION: \$ 6,000.00
FEES DUE: \$ 50.00
FEES PAID: \$ 0.00

VARIANCE GRANTED BY: _____ DATE: _____
EROS PLAN APPROVED BY: _____ DATE: _____
APPROVED FOR ISSUANCE BY: TBark DATE: 12-20-05
PLANS CHECKED BY: AB DATE: 12-20-05

***** NOTICE *****

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, FIREPLACE VENTILATION, AIR CONDITIONING.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Attachment "D"

Leslie Rowell 12/20/05 Signature 12-20-05
CONTRACTOR SIGNATURE DATE

February 14, 2006

Leslie Rowell
348 Sumner Place
Peachtree City, GA 30269

Ref: Building Permit # 05-2489, Front Porch Addition

Dear Mr. Rowell,

Your foundation survey for the Front Porch addition at 348 Sumner Place, Peachtree City is approved. You may proceed with the construction of the addition with the understanding that the portion of the deck frame that extends beyond the concrete piers and presently encroaches into the forty (40) foot front setback must be removed.

If you have any questions on this matter, please do not hesitate to contact me.

Sincerely,



Thomas J. Carty
Building Official

Cc: Developmental Services Director
City Planner
Permits Specialist
Plans Examiner
Code Enforcement
File

NORTH BASED ON
SUBDIVISION PLAT
P.B. 18, PGS. 46-48



BUILDING OFFICIAL
CITY OF PEACHTREE CITY

In my opinion, this property does not
lie within the 100 year flood plain as
shown on the FLOOD INSURANCE
RATE MAP. 13113 C 0090 D
Community No:



1"=30



May 9, 2006

Leslie Rowell
348 Summer Place
Peachtree City, Ga. 30269

Mr. Rowell,

On December 9, 2005, you applied for a building permit (05-2489) to build a porch addition to the front of your house. Conditions of the permit were that the permit would become null after a 6-month period. No inspections have occurred on this project.

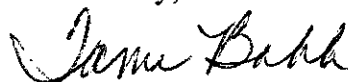
On December 16, 2005, the Peachtree City Planner, David Rast granted an administrative variance for the pre-existing encroachment in the front set back area. This variance did not include future encroachments into the set back. You were informed by the City Planner that a foundation survey would be required for the proposed porch addition to assure it would not encroach into the set back area. The foundation survey was submitted and accepted by the Peachtree City Building Official on February 14, 2006. The survey clearly indicated that the new construction encroaches into the front 40' set back area.

The purpose of this letter is to inform you that permit # 05-2489 will expire on June 9, 2006 unless ALL work is completed, inspected and closed out with full compliance, through this department by that time. If you have not completed the work in the above stated time frame, your permits will be voided and the property will be placed under the Rehabilitation process.

The project has been abandoned for some time and has become a nuisance to the surrounding neighbors. Debris from the project needs to be removed from the site.

Failure to respond will require further action by the city. Please contact me at 770-487-8901 if you have any questions.

Sincerely,



Tami Babb

Senior Code Enforcement Officer

CC: Building Official
Permits Specialist

June 14, 2006

Leslie Rowell
348 Summer Place
Peachtree City, Ga. 30269

Dear Mr. Rowell,

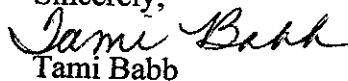
On December 9, 2005, you were issued a building permit (05-2489) to build a porch addition to the front of your house. You had started the work prior to applying for and being issued City building permits. Conditions of the permit were that the permit would become null and void if work or inspections were suspended for a 6-month period. No inspections have occurred on this project.

On December 16, 2005, the Peachtree City Planner, David Rast, issued an approval for an Administrative Variance for a 0.5' pre-existing encroachment in the front 40' setback. A condition of the Variance was that *"No additional encroachments into any of the required building setbacks will be permitted without first applying for and receiving a variance from City Council."* The required foundation survey you submitted indicates that the new front porch construction encroaches into the front setback. The Peachtree City Building Official, Thomas Carty, advised you on February 14, 2006, to remove the encroachment from the 40' front setback. You have failed to do this.

The purpose of this letter is to inform you that permit # 05-2489 has expired and that your property has been placed under a Rehabilitation Order to Correct. A Rehabilitation Report is attached to this letter. You are in violation of The Peachtree City Municipal Code of Ordinances Appendix A-Zoning Section 806, Setback Depth Limitations. Along with the Rehabilitation items listed it is expected that the setback encroachments will be removed and the front porch project completed by the date specified on the report.

The project has been abandoned for some time and has become a nuisance to the surrounding neighbors. Failure to comply will require further action by the city. Please contact me at 770-487-8901 if you have any questions.

Sincerely,



Tami Babb

Senior Code Enforcement Officer

CC: Building Official
City Planner

**INSPECTION REPORT-PEACHTREE CITY BUILDING DEPARTMENT
INTERNATIONAL PROPERTY MAINTENANCE CODE**

ADDRESS: 348 Summer Place, Peachtree City, Ga. 30269

INSPECTION DATE 6-13-06

REHAB NUMBER 06-164

PROPERTY OWNER:

Steven Leslie Rowell and Jennifer B. Rowell

THE VIOLATIONS LISTED ON THIS REPORT INDICATE A VIOLATION OF THE STANDARD EXISTING BUILDINGS CODE AND MUST BE REPAIRED NO LATER THAN 45 DAYS UPON RECEIPT OF THIS REPORT.

YOUR PROPERTY WILL BE REINSPECTED ON:

Monday, July 31, 2006 at 10:00 a.m.

YOU OR AN AUTHORIZED AGENT NEEDS TO BE PRESENT FOR THIS INSPECTION.

Property Maintenance Code violations noted on the property:

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

- Replace missing siding.
- Repair open soffit.
- Seal all exterior penetrations.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

- Repair roof shingles.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

- Complete or remove front porch to comply with all city codes and ordinances.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

303.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

- Replace broken window.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

- Safe egress from front door to be restored.

605.1 Electrical Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

- Cover exterior electrical boxes.

LEGAL NOTICES:

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

107.5 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

THANK YOU FOR YOUR COOPERATION IN THIS MATTER. IF YOU HAVE ANY QUESTIONS PLEASE CALL 770-487-8901 AND ASK FOR CODE ENFORCEMENT.



Tami Babb
Senior Code Enforcement Officer

**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: 348 Summer Place, Peachtree City

The reason this variance is being requested is as follows: See Attachment A

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:

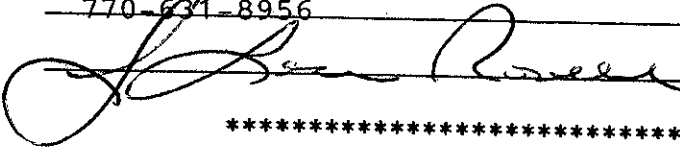
- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional 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) S. Leslie Rowell

Address: 348 Summer Place

Phone: 770-631-8956

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: David E. Rant

Title: City Planner / Zoning Administrator

Date of Acceptance: 09-25-06

Date of Public Hearing: 10-19-06

V-2006-05

ATTACHMENT A
Request for zoning variance
348 Summer Place
Peachtree City, GA 30269

The existing residential structure was built with its foundation encroaching six inches into the front (40 foot) zoning setback requirement. An administrative variance for the six inch encroachment has previously been obtained. The addition to the existing residential structure will be an open front porch, in which the foundation footings meet the 40 foot setback. However, because the framing of the addition is being counter levered no more than 36 inches, as allowed by building code, there is some question as to whether it meets the zoning code that defines the setback requirement of 40 feet.

The zoning setback is determined from the forty foot measurement taken from the front property line which is as much as thirteen feet from the street curb. This front property line was established to accommodate the easement needed for utility lines that run along the street.

EXISTING
HOUSE

CONC. PIERS

40' B/L

3.0'

40.7'

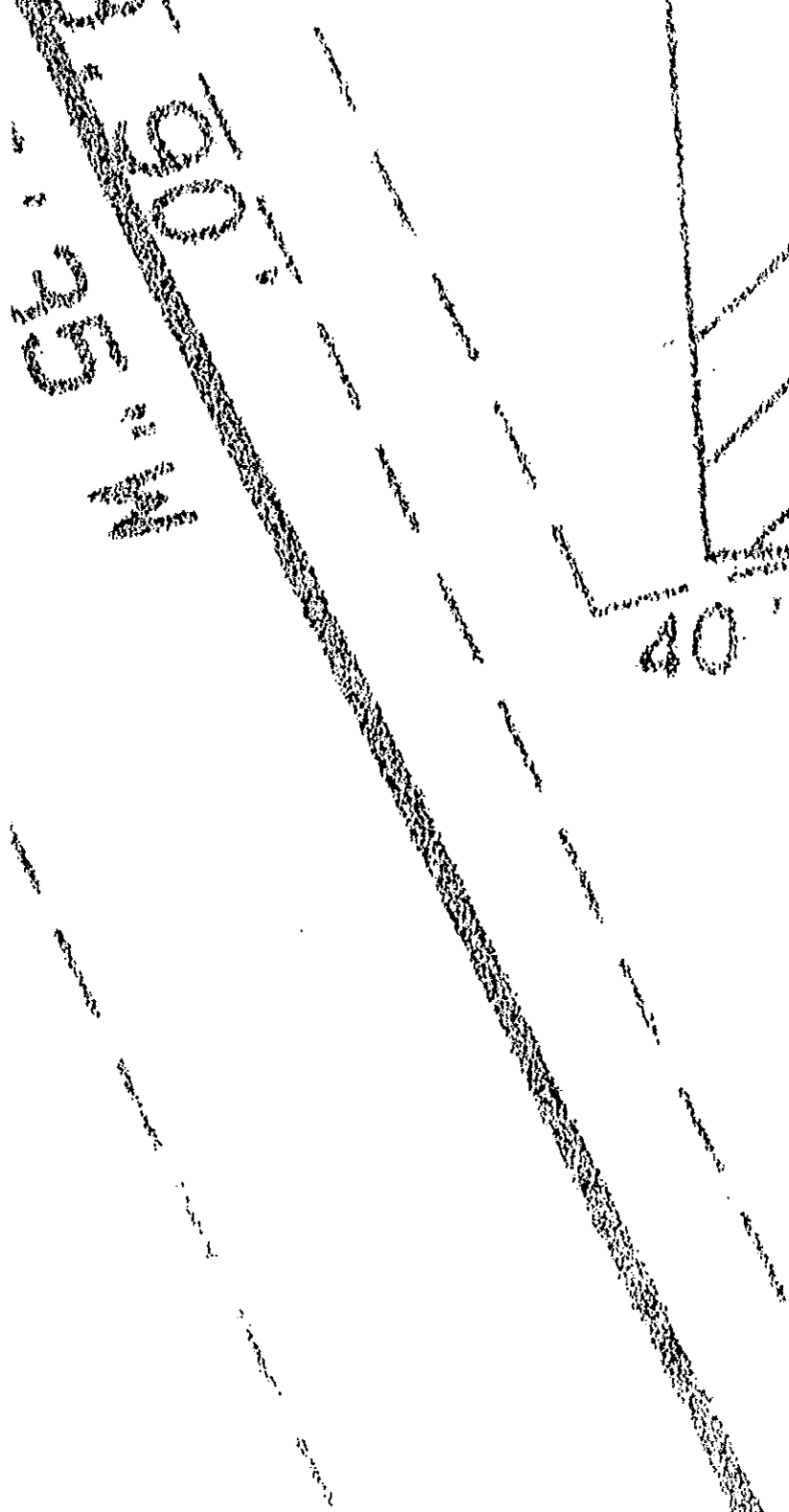
40.7'

40.9'

41.1'

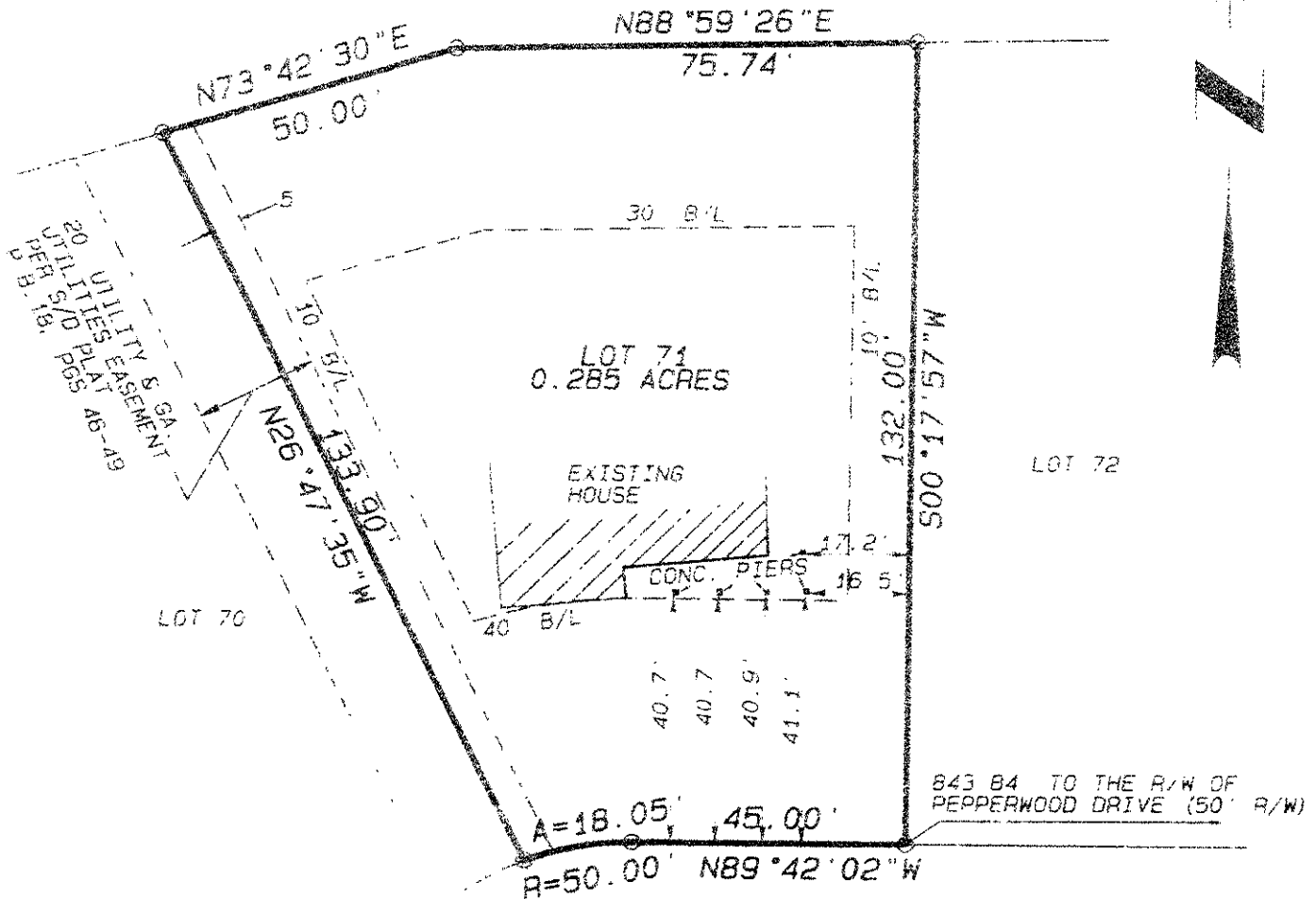
A = 18.05'

45.00



CITY GREENBELT AREA

NORTH BASED ON
SUBDIVISION PLAT
P 2 18, PGS 46-48



SUMMER PLACE (50' R/W)

Boundary data taken from a
plat done by others.
P B 18, PGS. 46-48

This plat prepared for the purpose of
showing the CONCRETE PIER LOCATION for
the building department and NOT to be
used or recorded for any other purposes,
such as transfer of title of land.

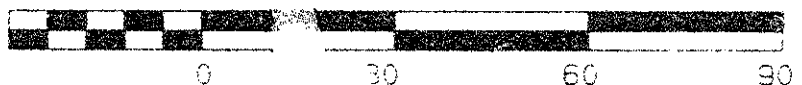
This plat was prepared for the exclusive
use of the person, persons, or entity named
hereon. Said that does not extend to any
unamed person, persons or entity without a
recertification by the surveyor naming said
person, persons or entity

In my opinion, this property does not
lie within the 100 year flood plain as
shown on the FLOOD INSURANCE
RATE MAP, 13113 C 0090 D
Community No.
Dated MARCH 18, 1996



GRAPHIC SCALE

1" = 30'



(1202.2) The purpose of this section is to authorize variances from the terms of this ordinance as will not be contrary to the public interest so that the spirit of this ordinance shall be observed, public safety and welfare secured, and substantial justice done.

An application for a variance may be submitted only by the owner of the property for which a variance is desired, or his authorized agent.

- (a) Variance applications shall be filed with the city planner on forms provided by the city planner.
- (b) Any communication relative to a variance request will be regarded as information only until a proper application is made in the form required.
- (c) An application fee of \$50.00 must accompany each variance application.
- (d) Upon receiving an application, the city planner shall schedule a public hearing on the request before the city council within 45 days after receipt.
- (e) A sign displaying the hearing date and the nature of the hearing shall be placed in a conspicuous location on the property not less than 15 days prior to the hearing date.
- (f) A notice of the public hearing date and the nature of the hearing shall be published in the newspaper of general circulation which serves as the legal organ for the city. The newspaper notice shall appear at least 15 days prior to the hearing date.
- (g) At the public hearing before the city council, the applicant may appear in person or be represented by an agent or attorney.
- (h) 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 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:

- (1) Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- (2) Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- (3) Whether or not the request is due to an intentional action of the applicant to violate the requirements of this ordinance. (Ord. No. 589, 11-19-1992; Ord. No. 618, 7-7-1994)

(1202.3) After due consideration of an application for special exception, the city council shall take such action or establish such reasonable conditions of approval as will accomplish the intent and purposes of this ordinance.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: City Clerk 

DATE: October 12, 2006

SUBJECT: Alcohol License – NEW – Mt. Fuji Japanese Steak House
October 19, 2006, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Mt. Fuji Japanese Steak House, a restaurant to be located at 1204 North Peachtree Parkway (the Target center), has submitted a request for a new alcohol license. Mr. Huang Lin has requested he be appointed as the Licensee and the License Representative. He will attend the meeting on Thursday, October 19th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for beer and wine (\$1,350), plus \$500 for Sunday Sales.

JSM:pd

Attachments

Application For Alcoholic Beverage License

Business Name: MT FUJI Japanese Steak House	Business Location: 1204 N. peachtree pkwy. peachtree city, GA. 30269	
Nature of Business: Restaurant	Mailing Address: 110 champion Dr Carrollton, GA 30116	Business Phone Number:
Name of Licensee: HUANG LIN	Home Address: 2760 Stewart CT Peraville GA 30340	Home Phone Number: 6789236598
Name of License Representative: HUANG LIN	Home Address:	Home Phone Number:

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
HE & JIAN, INC		
HUANG LIN	2760 Stewart CT Peraville, GA 30340	6789236598
CHAN GUANG CAO	110 champion Dr Carrollton GA 30116	4042731746

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES **(NO)**

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City:

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

Huang Lin

Name

2760 Stewart Court Atlanta, GA 30340

Address

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

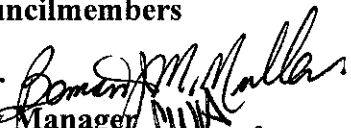
Majon B.M. Duke
Witness

James V. Murray
Signature
Oct. 3, 2006
Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager 
Assistant City Manager 
Director of Financial Services P.S.
Assistant Finance Director 

FROM: Director of Leisure Services 

DATE: Oct. 9, 2006

SUBJECT: Consider Proposal from Train Strong Inc.
October 19, 2006 Council Agenda

Recommendation: That Council considers for approval a proposal from Train Strong Inc. for use of a City Park for a commercial physical exercise program and authorizes the mayor to sign a formal agreement.

Discussion: Train Strong Inc. has requested use of Riley Field and/or other city park areas approved, upon formal request, by the Director of Leisure Services on a fee basis to use for the company's exercise program. According to David Daniel, managing partner and co-founder of Train Strong Inc., they are fundraising partners for the Lance Armstrong Foundation and the only business of its kind with which the Armstrong Foundation will operate. The for-profit organization conducts high-energy exercise sessions for all ability levels that resemble a "boot camp" style of physical training. Train Strong proposes to use Peachtree City parks as their "suburban" model for the program. They also have programs up and running in Vinings (3), Georgia Tech, Decatur parks and rec, Marietta parks and rec and Alpharetta parks and rec. Ours would be the 8th active program.

The program includes co-ed group exercise sessions built around challenging, hour-long workouts that change daily. Workouts are complemented by a nutrition plan designed to fuel the body to its highest potential. The plan recommends five small meals per day, with suggested guidelines for protein, carbohydrate and fat intake. Participants also complete personal missions — activities such as running and strength exercises — on their own. Workouts and meals are recorded in a training log that instructors review before every session. Train Strong Boot Camp begins and ends with a fitness test, which allows participants to fine-tune their goals and track progress.

The request at this time is to use Riley Field Monday through Friday, from 5:45 to 7:15 a.m. as an introductory program. The company anticipates it could add up to two more sessions per day, one mid-morning and one later in the afternoon. The program could extend to other parks by request and upon approval by the Director of Leisure Services.

Consider Proposal from Train Strong Inc.
October 19, 2006 Council Agenda
Page 2

Per the agreement, Train Strong Inc. has agreed to pay the city \$10,000 per time slot per year. Each additional time slot would be another \$10,000. So, for instance, if Train Strong eventually has three time slots per day, they would be paying the city \$30,000 per year. If Council approves this request, the first segment of the agreement would prorate the amount for one time slot to the end of this calendar year at \$2,000. In January, the agreement would automatically renew and an additional \$10,000 per time slot would be due.

As an addendum to this agreement, Train Strong has offered to plan, organize, staff and execute one Live Strong 5K run event per year in Peachtree City on a date to be coordinated with the Recreation Department. They agree to pay the city \$25,000 from the proceeds of that event. If they successfully conduct this event and are able to pay the \$25,000, their annual fee would be reduced to \$5,000 per time slot. However, if they were unable to pay the \$25,000, their annual fee would remain at \$10,000 per time slot. The Live Strong 5K would be a high profile event that would attract runners and media coverage from outside the city, which would make it an attractive event for local merchants.

Train Strong carries required insurance and will provide proof of insurance when the agreement is signed. The city attorney has reviewed this request and drafted the attached agreement. The city recreation staff will periodically monitor the program.

Staff believes that this agreement provides equitable compensation to the city's general fund for Train Strong's use of parks for this program. This sort of park use is very low impact and will not require any additional maintenance or staffing requirements. Further, the program itself fits with the active, healthy lifestyle that is promoted in Peachtree City. Finally, it is a significant revenue source.

Budget Impact:

There is no negative impact on the budget. There will be substantial benefit to the general fund from revenue generated by this agreement.

STATE OF GEORGIA
COUNTY OF FAYETTE

PARK USE AGREEMENT

THIS AGREEMENT made and entered into between the City of Peachtree City, Georgia, a Georgia Municipal Corporation (hereinafter "City") and Train Strong, LLC, a Georgia Limited Liability Corporation (hereinafter "Train Strong").

WHEREAS, the City of Peachtree City is the owner of certain recreational facilities which may be used by the public; and

WHEREAS, Train Strong desires to use such facilities for recreational activities as specified below; and

WHEREAS, the City of Peachtree City is responsible to citizens for wise stewardship of such facilities and the equipment contained therein; and

WHEREAS, the Train Strong agrees to abide by certain standards in operating and using the facilities, as addressed in this agreement;

NOW, THEREFORE, be it agreed by the City of Peachtree City and Train Strong that in consideration for the use of the City's recreational facilities and property known as Riley Field, (or other park areas approved for this use by the Director of Leisure Services) Train Strong hereby agrees to provide recreational activities consisting of organized exercise programs.

As a condition for the use of the above-specified City recreational facilities the parties hereby agree as follows:

1. Term.

This agreement shall begin on the date that is has been executed by both the City and Train Strong and shall expire on December 31, 2006. The parties recognize that the initial term will be of a limited time period. Accordingly, either party may terminate this agreement provided that written notice of such termination is provide to the other party no later than December 15, 2006. In the event that no such written notice is given during the initial term, then this agreement will automatically renew for two (2) additional terms of one (1) year, beginning on January 1 and ending on December 31 of each succeeding year, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of the then current term. Such sixty (60) day written

notice will not be required for the initial term, but shall only apply to succeeding terms.

2. PREMISES

City agrees to allow Train Strong to use those facilities known as Riley Field (hereinafter "Premises") (or other park areas approved for this use by the Director of Leisure Services). Train Strong accepts Premises in their present condition and are suited for use intended by Train Strong. City shall not be required to make any alterations or improvements to the Premises. Train Strong shall initially have the right to use the premises from 5:45 a.m. until 7:15 a.m., Monday through Friday (hereinafter the "training session"). Additional sessions may be added up to 3 times per day after the pilot period is complete, at \$10,000 per training session, subject to the approval of the Director of Leisure Services. Train Strong agrees not to use any devices such as loudspeakers or megaphones that magnify voice transmissions, or any other noise making device so as not to disturb neighbors in nearby subdivisions.

3. Payments.

Train Strong shall pay to the City the sum of Ten Thousand Dollars (\$10,000.00) per annum. For the initial period from the date of this agreement through December 31, 2006, Train Strong agrees to pay the sum of \$2,000.00 for each training session. In the event that this agreement continues beyond December 31, 2006, the payment owed by Train Strong shall be Ten Thousand Dollars (\$10,000.00) per annum, per session, as set forth in this Section Three (3).

In the event that Train Strong elects to provide additional training sessions or reserve additional time periods at the Premises, the amount owed to the City for each additional training session shall be Ten Thousand Dollars (\$10,000.00) per session, per annum. Any such additional training sessions shall be approved, in writing by the Director of the Leisure Services Division of the City.

4. Use of Premises.

Premises shall be used for outdoor exercise programs. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. Train Strong will comply with all rules and regulations of the Premises published from time to time by the City.

5. Care of Premises.

Train Strong shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall in the use and occupancy of the Premises, conform to all lawful orders, regulations, ordinances, and laws issued by any duly constituted governmental body or agency that governs the premises.

6. Maintenance of Premises.

Train Strong shall not install any capital improvements, as hereafter defined, without the written permission of the City. All capital improvements installed by the Train Strong shall be fixtures and appertain to the Premises. Title to all fixtures, including fixtures installed by Train Strong, shall be held by City. As used herein, "capital improvements" means any fixture installed on the Premises that costs Train Strong one thousand dollars (\$1,000.00) or more and has a useful life of at least three (3) years.

7. Insurance.

Train Strong shall carry extended insurance insuring Train Strong's interest in its improvements and betterments to the Premises, all partitions, fixtures, additions, and other property placed in or about the Premises by Train Strong, and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained therein. Train Strong agrees to carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$3,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Train Strong at least annually or upon request by City.

8. City Access.

City and/or its agents may enter the Premises to exhibit same to prospective purchasers or tenants; to inspect Premises to see that Train Strong is complying with all his obligations hereunder; and to make repairs required of City under the terms hereof or repairs or modification to any adjoining space.

Train Strong understands that the Premises is a public park, and that the City cannot restrict access to such park by third parties during Train Strong's use of the Premises. Accordingly, Train Strong is obtaining a non-exclusive right to use the Premises during the time period set forth herein.

9. Default Remedies.

9.1 The following shall be events of default of this Lease:

- 9.1.1 Any petition is filed by or against Train Strong under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against Train Strong, Train Strong shall have thirty (30) days within which to have the petition dismissed.
- 9.1.2 Train Strong shall become insolvent or make a transfer in fraud of creditors;
- 9.1.3 Train Strong shall make an assignment for benefit of creditors;
- 9.1.4 A permanent receiver is appointed for a substantial part of the assets of Train Strong;
- 9.1.5 The leasehold interest is levied on under execution;
- 9.1.6 Train Strong shall fail to comply with any material term, provision, condition, or covenant of this Lease (excluding 9.1.1 through 9.1.5 above), or comply with any of City's Rules and Regulations now or later established for the government of the Premises, and shall not cure such failure within ten (10) days after written notice to Train Strong of such failure to comply;

9.2 In any such event, City shall have the option to (in addition to and not in limitation of any other remedy permitted by law or by this Lease) terminate this Lease, in which event Train Strong shall immediately surrender any rights set forth in this Agreement.

9.3 If Train Strong remains in possession of the Premises after the termination or expiration of this Lease and without the execution of a new Lease, Train Strong shall be deemed to be occupying the Premises as a tenant at sufferance and shall be subject to all the covenants and provisions of this Lease

insofar as the same are applicable to a Train Strong at sufferance and in no event shall there be any renewal of this Lease by operation of law.

10. Assignment/Sublease.

Train Strong shall not, without the City's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Lease of the Premises; (ii) allow any lien to attach to Train Strong's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises of any part thereof by any one other than Train Strong except for purposes stated herein; (iv) sub-lease any part or all of the Premises or assign this Lease Agreement; or (v) any attempt to consummate any of the foregoing without the City's prior written consent shall be void.

11. Indemnification.

Train Strong agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation. The provisions of this Lease with respect to any claims or liability occurring or cause prior to any expiration or termination of this Lease shall survive such expiration or termination.

12. Environmental Indemnity.

Train Strong shall conduct its business on the Premises in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4-.15 pertaining to biomedical waste). Train Strong agrees to indemnify and hold City harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by City as a result of or in

connection with Train Strong's failure to comply with any of the foregoing provisions.

13. Attorneys' Fees/Expenses.

Train Strong agrees to pay all reasonable attorney's fees and reasonable expenses the City incurs in enforcing any of the obligations of Train Strong under this Lease, or in any litigation or negotiation in which the City shall, without its fault, become involved through or an account of Train Strong.

14. Entire Agreement.

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

15. Waiver.

No failure of City to exercise any power given City, hereunder, or to insist upon strict compliance by Train Strong of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of City's right to demand exact compliance with the terms hereof.

16. Time of the Essence.

Time is of the essence of this Lease Agreement.

17. No Estate Granted herein.

This contract shall create the relationship of landlord and tenant between City and Train Strong; no estate shall pass out of City; Train Strong has only a usufruct, not subject to levy or sale.

18. Subordination.

Train Strong agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and Train Strong agrees upon request to hereafter execute any paper or papers which the counsel for City may deem necessary to accomplish that end and, in default of Train Strong so doing, that

City is hereby empowered to execute such paper or papers in the name of Train Strong, and as the act and deed of Train Strong, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that City shall not be liable to Train Strong for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

19. Utilities.

City shall be responsible for all other utilities consumed on the Premises and proper and lawful waste disposal.

20. Additional duties of Train Strong.

In addition to the duties and obligations set forth herein, Train Strong agrees to the following:

- 20.1.1 To abide by the rules for use of Premises established by the City;
- 20.1.2 To require all employees, instructors or trainers involved in this program to have a background check conducted by the Peachtree City Police Department so as to ensure that no such person has been convicted or plead guilty or nolo contendere to a criminal offense which is a felony, a crime of moral turpitude, or a crime which would require said person to be registered under the Georgia Sex Offender Registry.
- 20.1.3 To provide the City's Recreation Administrator with a list of employees, instructors or trainers, including addresses and telephone numbers, and to maintain the accuracy of such information throughout the term of this agreement.
- 20.1.4 To provide to the City's Director of Leisure Services within three (3) calendar days a preliminary written record of any incidents during their activities involving any participant. This shall be followed by a written record within three (3) calendar days of resolution of or action taken by the Train Strong concerning such incident;
- 20.1.5 To provide to the City's Director of Leisure Services the name(s) and telephone number(s) of the Train Strong(s) representative(s) who will be on the Premises;

20.1.6 To provide a person on the Premises at all times while the training sessions are occurring who is certified in CPR, and to also provide such person with a cell phone or other device to contact 911 in case of a medical or other emergency.

21. Notices.

Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to City:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Train Strong:

[Signatures of parties on next page]

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES, AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

This agreement entered into this _____ day of October, 2006.

CITY OF PEACHTREE CITY

Attest: _____

By: _____
Harold K. Logsdon, Mayor

Date: _____

TRAIN STRONG, LLC

Attest: _____

By: _____
President/Member

Date: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *James J. McMiller*
Financial Services Director *P.S.*
Assistant Financial Services Director *Q*
Purchasing Agent *one*
Developmental Services Director *WNA*

FROM: City Engineer *David A. Borowski*

DATE: October 11, 2006

SUBJECT: Information on Current Transportation Projects from TDK
Boulevard to Ebenezer Road
October 19, 2006, City Council Meeting

Council member Judi Rutherford requested that staff brief Council on the planned improvements along the TDK/Crosstown/Ebenezer Road corridor. There are several transportation projects identified along the corridor. The attached map shows the location of each of these projects. Staff will provide the known specifics of the scope of each of these projects at the Council meeting on October 19, 2006. They are as follows:

County Transportation Plan

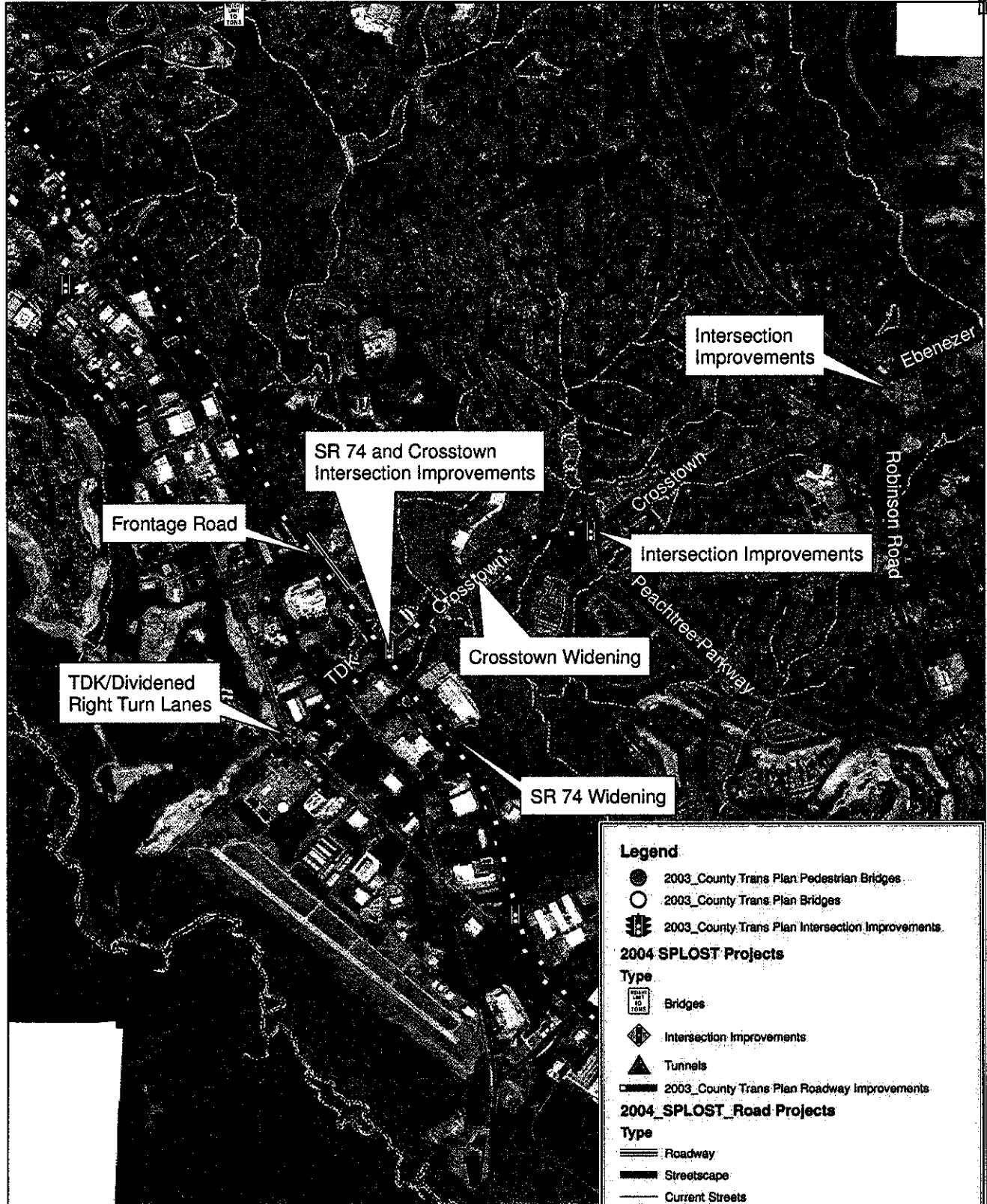
Project	Type	Funding Source	Status
SR 74 Widening	Roadway Widening	State DOT	Under Construction
SR 74/Crosstown Drive Intersection	Intersection Improvements	State DOT	Under Construction
TDK Boulevard Extension	New Road Construction	County	Design and R/W Acquisition
Crosstown Drive Widening	Roadway Widening	Long Range (none identified)	Long Range
Crosstown Drive/Peachtree Parkway Intersection	Intersection Improvements	State Funds (TIP) and City PIP (2007 Budget)	Concept and Design

Peachtree City SPLOST/PIP

Project	Type	Funding Source	Status
TKD/Dividend Drive Intersection	Right Turn Lanes	SPLOST	Design in 2008 SPLOST Budget
Crosstown Drive/Robinson Road Intersection	Intersection Improvements	SPLOST	Design in 2008 SPLOST Budget
Frontage Road	Interparcel Access	SPLOST	Design in 2008 SPLOST Budget

cc: City Engineer's File

Transportation Projects Along Crosstown to Ebenezer Road



Legend

- 2003_County Trans Plan Pedestrian Bridges
- 2003_County Trans Plan Bridges
- ⚡ 2003_County Trans Plan Intersection Improvements

2004 SPLOST Projects

Type

- ▢ Bridges
- ◆ Intersection Improvements
- ▲ Tunnels
- ▬ 2003_County Trans Plan Roadway Improvements

2004 SPLOST_Road Projects

Type

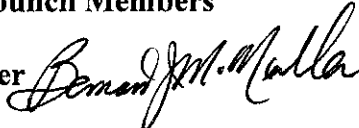
- ▬ Roadway
- ▬ Streetscape
- Current Streets
- railroad
- ▬ city_poly

Drawn by: DAB
Date: 10/10/06

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Administrative Services Director / City Clerk 
Financial Services Director 

DATE: October 12, 2006

SUBJECT: Consider Approval of Health Savings Account
October 19, 2006, Council Agenda

Recommendation:

Approve proposal to offer employees access to a Health Savings Account program offered by the International City Managers Association (ICMA) and authorize the Mayor to sign the necessary enrollment forms.

Discussion:

Staff has been discussing the feasibility of offering a health savings account plan to City employees with Clark Weeks, the City's benefit consultant. Mr. Weeks has researched options and recommends a plan offered through ICMA. This plan allows employees to make payroll deducted, tax-free contributions to an account that can be used for medical expenses both while they are employed with the City and after they leave. While it is primarily designed as a tool for employees to save for unreimbursable medical expenses once they have retired, it also can work like a flexible spending account. There would be no cost to the City to offer this plan and, as a matter of fact, since the funds invested in the plan are exempt from payment of FICA, the City would actually save the matching FICA on those contributions. Staff does not anticipate very many employees participating in this plan but believe it would be beneficial to those nearing retirement.

Budget Impact:

Slight reduction in City paid FICA.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager 
Assistant City Manager
Director of Financial Services 
Assistant Finance Director

FROM: Director of Leisure Services 

DATE: Oct. 9, 2006

SUBJECT: Consider Reallocation of PIP Funds to Improve Parking Lots
October 19, 2006 Council Agenda

Recommendation: That Council considers approval of a request to reallocate PIP funds to upgrade and improve parking lots at three sports facilities.

Discussion: In FY 2006 the city had \$200,000 budgeted in the PIP for parking lot paving at Meade Memorial Fields. Those funds have rolled into FY07.

During project design the project cost and complexity to pave Meade parking increased to an unacceptable level due to new requirements for storm water management and the need to conform to city design standards. Conformance to those standards would also have reduced the number of parking spaces available, which was counter to the need there. The cost may have easily topped \$500,000. Staff determined that improving the existing gravel surface and adding anchored wheel stops would better serve the sports associations' need, which was to have organized parking with coherent traffic flow and a maximum number of available parking spaces. In addition, retaining the gravel surface ensures that storm water runoff is not an issue. The estimated cost to improve gravel surfacing and add wheel stops to the upper and lower parking lots at Meade is approximately \$80,000 based on previous estimates of this type of work.

Parking lot improvements also are needed at the Braelinn Recreation Center and at Glenloch Recreation area. Both are gravel parking lots that serve these facilities and both are in need of the same type of improvements as at Meade. Staff determined that asphaltting them would be excessively costly and would not improve storm water quality. Improving the gravel surface and adding wheel stops at both facilities would effectively serve the purpose. Cost for both combined is estimated at \$80,000.

Budget Impact: Reallocation of these funds will serve to improve parking at three facilities instead of only one, at an estimated savings of \$40,000.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: October 16, 2006
SUBJECT: Resolution for Permanent Closure of Phillips Services Corporation
October 19, 2006, City Council Meeting

Recommendation:

That Council consider adopting the attached resolution calling for the permanent closure of the Phillips Services Corporation (PSC) in South Fulton County.

Discussion:

As you know, there has been an ongoing concern for the past several months regarding a chemical release by PSC that has reportedly affected the health of numerous Fayette County residents, including residents of Peachtree City.

The primary issue is that PSC has not been a good neighbor, neither following the rules in their operations nor accurately reporting to the state and federal agencies on the recent release. Although the Georgia Environmental Protection Division (EPD) has issued a consent order to PSC for remedial action, to which PSC has agreed, the existing compliance standards were apparently never properly monitored at the state and federal level. There is a growing concern among citizens and local governments that these new requirements will also not be enforced.

Ms. Connie Biemiller of the McIntosh Trail Mental Health, Developmental Disabilities, and Addictive Diseases forwarded the attached resolution to all the local governments in Fayette County for adoption. Staff has confirmed that the Fayette County Board of Commissioners and the Town of Tyrone, in addition to Fulton County, Fairburn, and Union City, have or will be adopting the resolution calling for the permanent closure

According to the Fayette County Emergency Management Office, Peachtree City residents are among those reporting negative health affects following the PSC release. Additionally, any further negative impacts from the plant can affect the quality of life for all Fayette County residents.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION NO.

RESOLUTION CALLING FOR THE PERMANENT CLOSURE OF PHILLIPS SERVICES
CORPORATION

WHEREAS, In late June of this year, the Phillips Services Corporation ("PSC") in South Fulton County near the Fayette County line was the site of a critical incident that released Propyl Mercaptan into the environment, resulting in hundreds of area residents being exposed to a strong and noxious odor over several weeks; and

WHEREAS, The City Council understands that the noxious odors resulting from the release of Propyl Mercaptan may have caused many residents in Fayette and South Fulton Counties to experience a host of adverse health conditions such as nausea, vomiting, and respiratory ailments; and

WHEREAS, Since Fayette County's Department of Emergency Management discovered the source of the pungent odor in early July, officials from Fayette and Fulton Counties and several State agencies have worked diligently to identify the events surrounding the incident and to address the needs of the affected residents; and

WHEREAS, Several forums and public meetings of citizens and officials have taken place since the incident in an effort to identify and evaluate the effects this incident has had on citizens of Fayette and Fulton Counties and to formulate a plan that would result in a suitable outcome for those affected by it; and

WHEREAS, One of the initiatives taken to identify the effects of the incident has been the gathering of data about potentially adverse health conditions from over 300 area residents by the Fayette County Department of Emergency Management which has subsequently been forwarded to the Georgia Department of Public Health; and

WHEREAS, The Georgia Department of Public Health has been designated as the lead agency for conducting a comprehensive health assessment of exposure from the release of Propyl Mercaptan into the environment.

NOW, THEREFORE, BE IT RESOLVED that the members of the Peachtree City Council, express our grave concern for the health, safety, and welfare of our citizens and our environment. Despite the corrective actions currently underway at the Phillips Services Corporation (required by officials of the State of Georgia and Fulton County) in response to this incident, we hereby call for the permanent closure of said facility by the appropriate State of Georgia and Fulton County officials. Anything less than permanent closure would continue to constitute a permanent threat to the health, safety, and welfare of the citizens of both counties.

IT IS SO RESOLVED, this 19th day of October, 2006.

ATTEST:

Jane Miller, City Clerk

Harold Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Council Members
FROM: Mayor Logsdon 
DATE: October 13, 2006
SUBJECT: Consider Salary/Benefits for Elected Officials
October 19, 2006, Council Agenda

Attached is a report on compensation for elected officials in Class B Georgia cities with populations of 25,000 or greater that was prepared by the Georgia Municipal Association in June 2006. A review of this report indicates that the compensation for elected officials in Peachtree City is considerably less than that of most other elected officials in Class B cities in the state. Additionally, the report identifies various benefits provided to elected officials in many Class B cities. I would like to discuss the report at the next council meeting and, possibly, take action to increase salaries and/or benefits if the council feels it to be appropriate.

Attachment



**Report on Compensation for Elected Officials in
Georgia Cities with Populations of 25,000 or Greater**

Report Prepared for the City of Valdosta, Georgia
By the Georgia Municipal Association

June 22, 2006

Executive Summary

In May, 2006, GMA received a request for research assistance from city officials in Valdosta, Georgia, who were seeking information about compensation for elected officials in cities of comparable size to Valdosta. In response to this request, during the month of June, 2006, GMA surveyed 23 cities in this population group, requesting information on elected officials' salaries, benefits (insurance, retirement, travel, etc.), and other incidentals (vehicle and cell phone allowance, etc.). This report contains a tabulation of the data gathered in the responses provided by the cities who responded to the June 2006 survey.

Cities Surveyed

For the survey group, GMA selected all cities in Georgia with a population of 25,000 or greater, as reported by the U.S. Bureau of the Census in its 2005 Population Estimates (<http://www.census.gov/popest/cities/tables/SUB-EST2005-04-13.xls>). According to the Census Bureau, a total of 23 cities in Georgia had a population of 25,000 or more in 2005. Of those 23 cities, a total of 22 (95.6%) responded to the June 2006 GMA survey.

Overview of Findings

Population

According to 2005 Census Bureau estimates, Valdosta's population is 45,205. The city with the smallest population that responded to the GMA survey was LaGrange (population 27,362); Atlanta was the largest city that responded (population 470,688).¹ Among all 22 responding cities, the average population is 76,132.

Form of Government/ Employees/ Budget

According to the information provided by responding cities, most cities in this population group (18 out of 22, or 81.8%) have a full-time manager or administrator.² All but four of the cities surveyed (81.8%) reported having a part-time mayor.

The average number of employees in cities surveyed is 1,091. The city with the fewest employees is Kennesaw with 188; Atlanta has the greatest number of employees with 8,123. Kennesaw also has the smallest annual budget in the survey group, at just under \$26 million. Atlanta's budget is over \$8 billion annually. The average annual budget for cities in the survey group (excluding Atlanta and Kennesaw) is just over \$85.5 million.

¹ GMA selected the survey group based on 2005 Census Estimates, however, population figures reported by cities may be lower than 2005 Census Estimates because some cities provided their 2000 Census population.

² Atlanta employs a full time Chief Operating Officer who is responsible for carrying out the policies established by the mayor and council and overseeing daily operations of the city. Macon also employs a full time Chief Administrative Officer who has similar responsibilities.

Salary Information

59% of cities surveyed have increased compensation for elected officials in the past five years. Two cities, or 9.5%, (Roswell and Savannah) did not provide a response to this question.

Mayor's Salary

The maximum annual salary reported for the mayor is \$147,500 for the City of Atlanta. Albany has the lowest Mayor's salary, at \$8,200 per year. According to survey responses, mayors in cities with a full time mayor have the highest salaries.³ The average salary for all mayors in the study group is \$32,374. For cities with part time mayors, the highest annual salary is paid by Savannah (\$41,000), and the average salary is \$19,203.37.

Mayor Pro Tem Salary

Every city in the survey group except Atlanta reported having a salary for mayor pro tem⁴. The highest salary for mayor pro tem was reported by Columbus (\$18,167/ annually). The lowest salary for this position (\$5,000/ annually) was reported by Warner Robins. The average annual pay for this position across all cities is \$11,499. For cities with part time mayors, the highest annual salary for mayor pro tem is paid by Roswell (\$18,000). The average salary for this position among cities with a part time mayor is \$11,573.06.

City Council Salary

Annual salaries for city council members ranged from a low of \$5,000 in Warner Robins to a high of \$39,473 in Atlanta. The average annual salary for city council members in the survey group is \$12,363.68.

Benefits

Benefits reported by respondents varied widely. A table summarizing benefits across all cities (entitled "Population Group Summary of Benefits") is enclosed in this report. This table attempts to simplify the percentage of cities providing various categories of benefits. To further simplify the comparison, the table shows health, life, and retirement benefits paid for individual employees. A complete listing of benefits provided by each city (including family coverage for health insurance, e.g.) is included in this report (see tables entitled Benefits, Section 1 -4). Based on the information reported by cities in the survey group, benefits offered to elected officials in cities with full time mayors are comparable to those offered in cities with part time mayors.

³ Note that some cities pay by the meeting or month; for the purposes of making more accurate comparisons, all salaries are projected on an annual basis.

⁴ Macon has a strong mayor form of government, with a full-time mayor serving as the city's chief executive. The council serves as the legislative body, with the council president serving as its presiding officer. The council president serves the same function as mayor pro tem, although they don't call it that. They also have a Council President Pro Tem.

Health Insurance

According to survey responses, 91% of cities offer health insurance coverage for the mayor and council members. For all cities in the study group, 27% pay 100% of health care costs for elected officials. A total of 64% of cities offer health care coverage for elected officials, but require them to pay a portion of the premium.

Life Insurance

86% of cities responding to the survey indicated that they do offer life insurance coverage to elected officials. 68% of cities in the study group pay 100% of the cost for life insurance, while 18% require the employee (elected official) to pay a portion of life insurance premiums.

Retirement

A total of 14 cities (64%) reported that they offer some type of retirement benefit for elected officials. 45% of cities pay 100% of retirement for elected officials; 18% of cities require the employee to pay a portion of retirement.

City Vehicle/ Travel Expenses

Two cities in the survey group (Columbus and Douglasville) reported that the city provides a car for the mayor. Alpharetta and Valdosta offer a vehicle allowance for the mayor. None of the cities surveyed provide a car for the mayor pro tem or city council members.

Most of the cities in the survey group (95.4%) provide reimbursement for mileage. Every city reported that elected officials are reimbursed for lodging, meals, and conference registration. The method and amounts for reimbursement of these items varies from city to city; a complete listing is included in the Travel Benefits table in this report. 32% of cities provide reimbursement for work-related entertainment expenses. Finally, 68% of cities reported that they compensate elected officials for the costs incurred while traveling for events sponsored by professional organizations.

Descriptive Statistics of the Sample

Average (Mean) Population	76,132
Minimum Population	24,000 - Lawrenceville
Maximum Population	419,122 - Atlanta
Average (Mean) Budget	\$447,372,732
Minimum Budget	\$25,955,425 - Kennesaw
Maximum Budget	\$8,104,784,173 - Atlanta
Average (Mean) Mayor's Salary	\$32,374
Minimum Mayor's Salary	\$8,200 - Albany
Maximum Mayor's Salary	\$147,500 - Atlanta
Average (Mean) Mayor Pro-Tem Salary	\$11,499
Minimum Mayor Pro-Tem Salary	\$5,000 - Warner Robins
Maximum Mayor Pro-Tem Salary	\$18,167 - Columbus
Average (Mean) City Council Salary	\$12,364
Minimum City Council Salary	\$5,000 - Warner Robins
Maximum City Council Salary	\$39,473 - Atlanta

GMA Elected Official Compensation Survey of Cities with Populations of 25,000 or Greater

Cities Ranked by Mayor's Salary

City Name	Annual Budget	Mayor's Salary	FT or PT Mayor	Mayor Pro-Tem Salary	City Council Salary	FT Manager or Administrator
Atlanta	\$8,104,784,173	\$147,500	Full	\$0	\$39,473	☐
Macon	\$88,679,773	\$97,500	Full	\$10,000	\$10,000	☐
Columbus	\$185,000,000	\$71,568	Full	\$18,167	\$13,213	☒
Warner Robins	\$51,688,120	\$50,000	Full	\$5,000	\$5,000	☐
Savannah	\$247,717,507	\$41,000	Part	\$14,500	\$14,500	☒
Roswell	\$98,998,340	\$40,000	Part	\$18,000	\$18,000	☒
Athens	\$150,500,000	\$30,000	Part	\$16,515	\$16,515	☒
Alpharetta	\$63,407,606	\$30,000	Part	\$15,000	\$15,000	☒
Valdosta	\$90,000,000	\$25,000	Part	\$16,500	\$15,500	☒
Kennesaw	\$25,955,425	\$19,200	Part	\$13,800	\$12,000	☒
Smyrna	\$59,814,719	\$19,200	Part	\$14,400	\$14,400	☒
Dalton	\$32,000,000	\$19,200	Part	\$12,000	\$12,000	☒
Marietta	\$44,618,267	\$18,000	Part	\$14,200	\$13,000	☒
Gainesville	\$92,183,389	\$16,200	Part	\$14,700	\$14,700	☒
Douglasville	\$50,000,000	\$15,024	Part	\$6,000	\$6,000	☒
Hinesville	\$26,683,430	\$15,000	Part	\$7,500	\$7,500	☒
East Point	\$80,903,336	\$12,200	Part	\$9,200	\$9,200	☒
Lawrenceville	\$75,327,183	\$9,600	Part	\$7,200	\$7,200	☐
LaGrange	\$91,000,000	\$9,600	Part	\$7,200	\$7,200	☒
Rome	\$72,011,805	\$9,240	Part	\$8,400	\$8,400	☒
Peachtree City	\$31,497,688	\$9,000	Part	\$6,000	\$6,000	☒
Albany	\$79,429,340	\$8,200	Part	\$7,200	\$7,200	☒

Cities Ranked by Mayor Pro-Tem Salary

City Name	Annual Budget	Mayor Pro-Tem Salary	Full or Part Time Mayor	Full-Time Manager or Administrator
Columbus	\$185,000,000	\$18,167	Full	☒
Roswell	\$98,998,340	\$18,000	Part	☒
Athens	\$150,500,000	\$16,515	Part	☒
Valdosta	\$90,000,000	\$16,500	Part	☒
Alpharetta	\$63,407,606	\$15,000	Part	☒
Gainesville	\$92,183,389	\$14,700	Part	☒
Savannah	\$247,717,507	\$14,500	Part	☒
Smyrna	\$59,814,719	\$14,400	Part	☒
Marietta	\$44,618,267	\$14,200	Part	☒
Kennesaw	\$25,955,425	\$13,800	Part	☒
Dalton	\$32,000,000	\$12,000	Part	☒
Macon	\$88,679,773	\$10,000	Full	☐
East Point	\$80,903,336	\$9,200	Part	☒
Rome	\$72,011,805	\$8,400	Part	☒
Hinesville	\$26,683,430	\$7,500	Part	☒
Lawrenceville	\$75,327,183	\$7,200	Part	☐
Albany	\$79,429,340	\$7,200	Part	☒
LaGrange	\$91,000,000	\$7,200	Part	☒
Douglasville	\$50,000,000	\$6,000	Part	☒
Peachtree City	\$31,497,688	\$6,000	Part	☒
Warner Robins	\$51,688,120	\$5,000	Full	☐
Atlanta	\$8,104,784,173	\$0	Full	☐

GMA Elected Official Compensation Survey of Cities with Populations of 25,000 or Greater

Cities Ranked by City Council Salary

City Name	Annual Budget	City Council Salary	Full or Part Time Mayor	Full-Time Manager or Administrator
Atlanta	\$8,104,784,173	\$39,473	Full	☐
Roswell	\$98,998,340	\$18,000	Part	☒
Athens	\$150,500,000	\$16,515	Part	☒
Valdosta	\$90,000,000	\$15,500	Part	☒
Alpharetta	\$63,407,606	\$15,000	Part	☒
Gainesville	\$92,183,389	\$14,700	Part	☒
Savannah	\$247,717,507	\$14,500	Part	☒
Smyrna	\$59,814,719	\$14,400	Part	☒
Columbus	\$185,000,000	\$13,213	Full	☒
Marietta	\$44,618,267	\$13,000	Part	☒
Kennesaw	\$25,955,425	\$12,000	Part	☒
Dalton	\$32,000,000	\$12,000	Part	☒
Macon	\$88,679,773	\$10,000	Full	☐
East Point	\$80,903,336	\$9,200	Part	☒
Rome	\$72,011,805	\$8,400	Part	☒
Hinesville	\$26,683,430	\$7,500	Part	☒
Lawrenceville	\$75,327,183	\$7,200	Part	☐
LaGrange	\$91,000,000	\$7,200	Part	☒
Albany	\$79,429,340	\$7,200	Part	☒
Douglasville	\$50,000,000	\$6,000	Part	☒
Peachtree City	\$31,497,688	\$6,000	Part	☒
Warner Robins	\$51,688,120	\$5,000	Full	☐

GMA Elected Official Compensation Survey of Cities with Populations of 25,000 or Greater

Population Group Summary of Benefits

	Benefit Category				
	Health	Life	Retirement	Car	Other
Percentage of Cities Providing	91%	86%	64%	18%	50%
City Pays 100%	27%	68%	45%		
Employee Pays Portion	64%	18%	18%		

Travel Benefits Category						
	Mileage	Lodging	Meals	Registration	Entertainment	Organization Travel
Total	95%	100%	100%	100%	32%	68%

Percentage of Cities Providing: This row describes the percentage of all responding cities that provide, either in part or in full, the benefits listed in the columns.

City Pays 100%: This row describes the percentage of all responding cities that provide, in full, the benefits listed in the columns.

Employee Pays Portion: This row describes the percentage of all responding cities that provide the benefits listed in the columns with the employees contributing part of the cost of the benefit.

Health: This column describes the percentage of cities that provide health insurance for the individual employee. This column does not take into account extra insurance for spouses or dependents.

Life: This column also describes the percentage of cities that provide life insurance for the individual employee.

Retirement: This column describes the percentage of cities that provide retirement for the individual employee.

Car: This column describes the percentage of cities that provide a car benefit or allowance for any elected official.

Other: This column describes the percentage of cities that provide any benefit other than Health Insurance, Life Insurance, Retirement, or a Car Benefit. Benefits included in this category are Cell Phones, Dental Insurance, Internet, Monthly or Yearly Allowances, Short Term Disability, and Vision Insurance. More information regarding this category can be found in the appendix.

Mileage: This column describes the percentage of cities that compensate for the mileage elected officials travel in part or in full.

Lodging: This column describes the percentage of cities that compensate for the lodging costs elected officials incur in part or in full.

Meals: This column describes the percentage of cities that compensate for the food costs elected officials incur in part or in full.

Registration: This column describes the percentage of cities that compensate for the registration costs elected officials incur in part or in full.

Entertainment: This column describes the percentage of cities that compensate for the entertainment costs elected officials incur in part or in full.

Organization Travel: This column describes the percentage of cities that compensate for the costs that are incurred by elected officials while traveling because of events of professional organizations other than the city government.

Benefits - Section 1

City Name	Health Insurance - City	Health Insurance - Official	Life Insurance - City	Life Insurance - Official
Albany	75%	25%	75%	25%
Alpharetta	78.15% (\$4,649/Year)	21.85% (\$1300/Year)	100% (\$110/year)	No
Athens	86%	14%	100%	extra optional
Atlanta	80.23% (\$225.66/Year)	19.77% (\$59.99/Year)	100%	0%
Columbus	90.02% (\$171.38/month)	9.98% (\$19.00/month)	100%	0%
Dalton	100% (\$340/month)	0	100% (\$20/Year)	0
Douglasville	\$333	\$0-\$279	100% (\$14.75/month)	0
East Point	88.89% (\$228.75/month)	11.11% (\$28.59/month)	80% (\$8.56/month)	20% (\$2.14/month)
Gainesville	100%	0%	100%	0%
Hinesville	66.67%	33.33%	66.67%	33.33%
Kennesaw	89%	12%	100%	0%
LaGrange	72.04%	27.96%	40%	60%
Lawrenceville	100%	0	N/A	
Macon	100% (\$5,832/Year)	0%	100% (\$65/year)	0%
Marietta	100%	0%	100%	0%
Peachtree City	N/A	N/A	N/A	N/A
Rome	80%	20%	100%	N/A
Roswell	Varies	Varies	100%	0%
Savannah	90%	10%	100%	0%
Smyrna	90% (\$295.36/month)	10% (\$32.80/month)	100% (Mayor - \$3.52/month) (Council - \$2.16/month)	0
Valdosta	0	0	0	0
Warner Robins	100%	0%	100%	0

Benefits - Section 2 (Retirement)

City Name	Retirement Paid By City	Retirement Paid By Official
Albany	8.9% of Salary	0
Alpharetta	6.8% of Salary	0%
Athens	0%	0%
Atlanta	Defined Benefit 34.3%; 401A 6%	6% single, 7% married or dependents
Columbus	13% of annual salary for 2006	
Dalton	N/A	N/A
Douglasville	100%	0
East Point	80.65% (\$88.46/month)	19.35% (\$21.23/month)
Gainesville	100%	0%
Hinesville		
Kennesaw	0% - Fixed amount per year of service	0%
LaGrange	100%	0%
Lawrenceville	N/A	
Macon	Not Offered	Not Offered
Marietta	100%	0%
Peachtree City	N/A	N/A
Rome	N/A	N/A
Roswell	Calculation	No
Savannah	5% of Salary	6.5% of Salary
Smyrna	2.48% of Salary	3.25% of Salary
Valdosta	0	0
Warner Robins	100%	0

Benefits - Section 3 (Car)

City Name	Car Paid by City	Car Paid by Official
Albany		
Alpharetta	Car allowance - Mayor Only	
Athens	No	No
Atlanta	No	
Columbus	Mayor Only	
Dalton	N/A	N/A
Douglasville	Mayor Only	0
East Point		
Gainesville	No	
Hinesville		
Kennesaw	N/A	N/A
LaGrange	N/A	N/A
Lawrenceville	N/A	
Macon		
Marietta	N/A	N/A
Peachtree City	N/A	N/A
Rome	N/A	N/A
Roswell	No	No
Savannah	N/A	N/A
Smyrna		
Valdosta	Vehicle Allowance for Mayor = \$6000/year	
Warner Robins	None	

Benefits - Section 4 (Other)

City Name	Other Benefits Paid by City	Other Benefits Paid by Official
Albany	\$7,500 Allowance, Dental Insurance - 75%	Dental Insurance - 25%
Alpharetta	City matches up to 4% of salary for a 401(a) plan	401(a) plan (optional)
Athens	Cell Phone (Mayor) - \$35.99/month; PPO \$3570 Annually; Health w/dependent - \$6570	PPO \$6570 Annually; Health w/dependent - \$3570
Atlanta		
Columbus	PPO Insurance - \$166.38 biweek; AD&D - \$0.02 per \$1000	PPO Insurance - \$24 biweek; Dental - \$13.09 or \$5.55 biweek
Dalton	Internet - \$30/month, Cell Phone - \$30/month	
Douglasville	Dental - \$19/month, Short Term Disability - \$10.65/month, Cell Phone - Actual Cost	Dental - \$4/month, Short Term Disability - 0, Cell Phone - 0
East Point	Expenses - \$1300 for Mayor, 1800 for Council	
Gainesville		
Hinesville		
Kennesaw	Short Term Disability - 100%; Vision - 0%	Short Term Disability - 0%; Vision - 100%
LaGrange		
Lawrenceville		
Macon	\$195 for cell phone expenses	
Marietta	Mayor Receives \$160/month for expenses; Council receives 150/month	
Peachtree City	N/A	N/A
Rome		
Roswell	Cell Phone if Desired	Reimbursed for personal phone
Savannah		
Smyrna		
Valdosta		
Warner Robins		

Benefits - Section 5 (Family Health Insurance)

City Name	Insurance Benefits for Families
Albany	75% - City; 25% - Official
Alpharetta	
Athens	65% - City; 35% - Official
Atlanta	\$744.68/month - City; \$197.96/month - Official
Columbus	\$238.76/month - City; \$142/month - Official
Dalton	
Douglasville	
East Point	\$590.20/month - City; \$72.78/month - Official
Gainesville	
Hinesville	
Kennesaw	
LaGrange	
Lawrenceville	
Macon	
Marietta	80% - City; 20% - Official
Peachtree City	
Rome	
Roswell	
Savannah	50% - City; 50% - Official
Smyrna	\$727.44/month - City; \$158/month - Official
Valdosta	
Warner Robins	Official Pays \$47.28/month for family coverage

Travel Benefits

City Name	TB - Mileage	TB - Lodging	TB - Meals	TB - Registration	TB - Entertainment
Albany	Full @ \$0.20/mile	Full	\$30/day	Full	N/A
Alpharetta	\$0.445/mile	Full	Avg. \$49/day	Full	Full
Athens	Full	Full	Full up to \$40/day	Full	No
Atlanta	\$0.445/mile	Full	Full	Full	Work Related
Columbus	Full	Full	Full	Full	Full
Dalton		Full	Full	Full	
Douglasville	\$0.405/mile	Full	Full	Full	None
East Point	\$0.445/mile	Full	\$40, \$50, or \$70 depending on location	Full	
Gainesville	Full	Full	Full	Full	None
Hinesville	\$0.445/mile	Full	Full	Full	
Kennesaw	Full (Business Only)	Full	Full	Full	Partial
LaGrange	\$0.35 per mile	Full	Full	Full	None
Lawrenceville	State of Georgia Rate	Full	\$50/day	Full	N/A
Macon	\$0.445/mile	\$70/day (Atlanta \$115/day)	\$39/day (Atlanta \$49/day)	Full	None
Marietta	\$0.44/mile	Full	\$88.85/day	Full	
Peachtree City	\$0.445/mile	Full	\$39-\$49/day depending on location	Full	N/A
Rome	\$0.40/mile	Full	Full	Full	0
Roswell	\$0.445/mile	For Special Meeting	For Special Meeting	For Special Meeting	
Savannah	Full	Full	\$85/day	Full	N/A
Smyrna	Full	Full	\$70/day or Full	Full	Full if part of conference
Valdosta	IRS Rate-Currently \$0.445/mile	Full	\$75 daily up to \$100 for cities over 200,000 pop.	Full	Mayor only
Warner Robins	\$0.445/mile	Full	\$43/day; if over \$43, city reimburses	Full	Full if part of conference

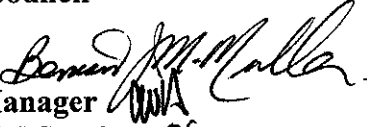
Additional Organizations Benefit

City Name	Organizations, Boards and Committees	Reimbursed for Travel and Expenses
Albany	GMA, Georgia Association of Black Elected Officials, NLC	Yes
Alpharetta	Planning Commission, Design Review Board, Board of Zoning Appeal, GMA, ARC, ACVB Board	Yes
Athens	ACCG Revenue and Finance	Yes
Atlanta	ARC, DNC, Democratic Party of GA, GMA	No
Columbus	GMA Board of Directors, GMA Deferred Comp Board, State of GA Pub Def Bd, NLC, Hispanic Elected Off.	Yes
Dalton	GMA District	
Douglasville	GMA Board of Directors	Yes
East Point	GMA, NLC	
Gainesville	GMA, NLC, RDC	Yes
Hinesville	GMA, CGRDC - Aging Service Ad Coun	Yes
Kennesaw	ARC, GMA, CMA, Cobb Chamber	Only if requested
LaGrange	Chatt Flint RDC, GMA, NLC, Local Boards and Agencies	Yes
Lawrenceville		
Macon	Mid-Georgia Clean Air Coalition, Mid-Georgia Clean Cities Coalition, Keep Macon-Bibb Beautiful, GMA, NLC	Yes
Marietta	GMA Board of Directors	Yes
Peachtree City		
Rome	NLC, GMA	Yes and Upon Submittal
Roswell		
Savannah	GMA, NLC, USCM	Yes
Smyrna	GMA, NLC, Cobb Chamber of Commerce, ARC	Yes
Valdosta	GMA, NLC, Other Travel	Yes
Warner Robins		

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Colin Halterman, Assistant City Manager
Paul Salvatore, Director of Financial Services P.G.

FROM: Stony Lohr
Fire Chief

DATE: October 13, 2006
SUBJECT: Results of Volunteer Stipend Test Program
(Council Agenda-October 19, 2006)

Purpose. To provide Council a report and assessment of the results of the six month test of a Volunteer firefighter stipend program.

Discussion. Council approved on March 2, 2006, the use of \$34,000.00 from Council Contingency to conduct a test Volunteer Firefighter stipend program from April 1 through September 30, 2006. The stipend's intent was to encourage a higher Volunteer response to emergency calls, especially fire calls, and more participation in training.

	1 Oct 05 – 31 Mar 06	1 Apr 06- 31 Sept 06
# Of Calls	1343	1297
# Of Fire Calls	301	344
Vol. Responses	122	957
Vol. Per Call (Avg)	0.4	2.78
# Of EMS Calls	1042	953
Vol. Responses	338	1103
Vol. Per Call	0.32	1.16
TOTAL COSTS	\$0	\$13,253.86

Based on the data above, we believe that the Volunteer Stipend program is working. More volunteer personnel are responding to calls. The volunteers are happy with the program and each month more and more are participating or at least turning in their logs. I think the small stipend shows in many ways that the City, City Hall, and the citizens appreciate their efforts. At present only about 50% of the volunteers that are eligible to participate are handing in run logs that are used to calculate each volunteer's stipend. The data shown above is from the "FireHouse" data, which has all the fire and EMS reports and response data.

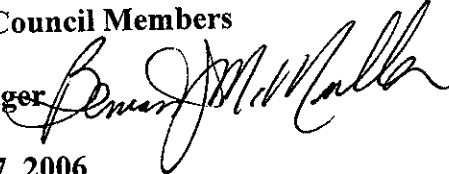
Overall, we characterize the Stipend Program as “very successful.” The response went from less than 1/2 firefighter per fire call in the first six months of FY06 to almost 3 firefighters per fire call in the next six months. The response to EMS calls (which includes auto accidents) increased also. There are also more volunteer firefighters showing up at training, exceeding our expectations.

The Department plans on continuing the “stipend program” at least through the FY2007 fiscal year.

Budget Impact. None. The cost of the increased Volunteer response was \$13,253.86 from our allocated \$34,000.00. A similar increase in career staff would have exceeded \$99,478.40 (two firefighters-salary and benefits).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: October 17, 2006
SUBJECT: Resolution Opposing ACCG Petition to the Georgia Public Service Commission regarding Georgia Power Company Franchise Fees
October 19, 2006, City Council Meeting

Recommendation:

That Council consider adopting the attached resolution.

Discussion:

The Association of County Commissioners of Georgia has submitted a petition to the Georgia Public Service Commission asking that franchise fees paid by Georgia Power Company to municipalities be imposed only on municipal residents. A memo from Georgia Municipal Association Executive Director Jim Higdon and an article from the GMA web site are attached.

In a nutshell, Cities, but not counties, can charge franchise fees by state law. Georgia Power has spread the cost of the franchise fee, paid only to cities, to all utility customers as a cost of doing business. The rationale for this is that it costs Georgia Power Company more per customer to provide power to the more sparsely populated unincorporated areas than it does to provide service in the more densely populated municipalities. By the same token, Georgia Power is prohibited from charging more to unincorporated customers than municipal customers to reflect the costs of providing service to them.

Franchise fees have always served as a leveling agent in this cost of service imbalance, with the fees paid for from the total gross revenues collected by Georgia Power Company.

Mr. Higdon notes additional concerns as to how the proposal would negatively impact municipalities' efforts in economic development.

Budget Impact:

This item has no direct budgetary impact; however, passage of the petition would increase rates for Georgia Power customers living in Peachtree City.

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION NO.

RESOLUTION IN OPPOSITION TO REQUEST FROM THE ASSOCIATION OF COUNTY COMMISSIONERS OF GEORGIA TO THE GEORGIA PUBLIC SERVICE COMMISSION TO ALLOW THE GEORGIA POWER COMPANY TO BILL ONLY MUNICIPAL CUSTOMERS FOR USE OF CITY RIGHTS-OF-WAY; AND FOR OTHER PURPOSES.

WHEREAS the Association County Commissioners of Georgia have petitioned the Georgia Public Service Commission in Docket Number 21112 to require that municipal franchise fees negotiated with Georgia Power Company (GPC) for GPC's use of the city rights-of-way be billed only to municipal customers; and,

WHEREAS granting the petition will result in city customers being made to pay anywhere from 2 to 4 % more on their electric bill, creating a disincentive for new businesses to locate in cities and endangering existing business locations in cities; and

WHEREAS use of the municipal rights-of-way by GPC benefits all of Georgia Power's customers because the GPC infrastructure in cities is an integral and original part of the power grid; and,

WHEREAS Georgia Power has numerous costs of doing business that are all included in the "one-bucket" rate base such as paying taxes on power plants to county governments, and acquiring private property in unincorporated areas, and since for decades municipal customers have subsidized the cost of power in more rural unincorporated areas that are more expensive to serve than cities;

NOW THEREFORE BE IT RESOLVED by the governing authority of Peachtree City that they are opposed to the petition filed in the above named docket and urge the Honorable Commissioners of the Georgia Public Service Commission to deny the petition.

IT IS SO RESOLVED, this _____ day of October, 2006.

ATTEST:

Jane Miller, City Clerk

Harold Logsdon, Mayor



The Burgess Building - 201 Pryor Street, SW - Atlanta, GA 30303-3606
Tel: 404-688-0472 - Fax: 678-686-6289 - Toll Free: 888-488-4462 - www.gmanet.com

October 16, 2006

MEMORANDUM

TO: Mayors and City Managers
FROM: Jim Higdon, Executive Director
RE: Petition / Municipal Franchise Fees

The Association County Commissioners of Georgia has filed a petition at the Georgia Public Service Commission that if granted, would result in municipal franchise fees being collected only from municipal customers. This would shift power rates from 2-4 % from customers in the unincorporated area onto those living in the incorporated area. ACCG has suggested that those living in the unincorporated areas are subsidizing city governments.

We strongly oppose the petition and maintain that franchise fees are merely one of many costs of doing business that comprise the "one-bucket" Georgia Power rate and that the municipal rights of way are an integral part of the power grid that is essential to all Georgia Power customers. The petition ignores the history of the development of the power grid from the cities to the unincorporated areas. It ignores the basic fact that it is less costly to serve the more densely populated areas inside city limits. It ignores the fact that but for the use of the rights of way in cities, Georgia Power would have to exercise eminent domain or pay to acquire private property, raising everyone's power costs.

We are greatly concerned that this petition if granted will jeopardize economic development in many cities by placing a new cost burden on businesses located in cities and by create a disincentive for new businesses to locate inside cities.

We are asking for your help. In order to help us demonstrate the negative potential of this petition, we'd like you to consider adopting the attached resolution and returning it to GMA by October 27, 2006.

Thank you for your consideration of my request. Please contact Lamar Norton at 678-686-6273 if you have any questions.

JH:TB
Attachment

C: Mayor Shirley Franklin, President



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ACCG and Cobb County Seek to Convert Georgia Power Franchise Fees Into a Tax on City Residents

posted November 30, 2005

October 10, 2006 Update

The Public Service Commission (PSC) has scheduled a hearing on the Cobb County/ACCG petition for Friday, November 17. The PSC will hear from GMA, Georgia Power and the lawyers representing the petitioners. Additional interested parties may ask to make presentations during the hearing. The PSC has not given any indication at this point what it will do once the hearing is over or when a decision on the petition will be rendered.

GMA will provide city officials with additional information when it is available. GMA encourages city officials to [contact PSC Commissioners directly](#) with their concerns about the ACCG/Cobb County petition.

Original story was posted on November 30, 2005

Cobb County and the Association County Commissioners of Georgia (ACCG) have filed a petition with the Public Service Commission (PSC), Docket No. 21112, seeking to have Georgia Power municipal franchise fees added on to municipal resident's power bills as a tax. Cities have collected franchise fees from utility providers for years and, unlike counties which have unsuccessfully lobbied to get franchise fees, are specifically authorized by state law to do so.

- [Cobb County/ACCG Petition to PSC](#)
- [GMA Comments](#)

Georgia Power, for decades, has spread these costs to all of its rate payers simply as part of the cost of doing business. GMA, on behalf of its member cities, recently filed comments with the PSC in opposition to this measure which would hurt cities and their citizens around the state.

Cities that have franchise agreements with Georgia Power will be impacted as follows:

- City businesses and residents will be made to pay up to 4% more for power than customers in unincorporated areas.
- New businesses will be reluctant to locate in cities and existing businesses may move.
- Citizens living below the poverty line, that live disproportionately in cities, will bear the rate increase.
- Cobb County and ACCG are asking the PSC to shift the burden of a cost of doing business onto the backs of city customers.
- The significant property taxes paid by Georgia Power to counties around the

state where they have large power generation plants in the unincorporated areas are also included in Georgia Power's rate base and municipal residents pay towards these as part of their bill.

- The significant expansion of the power grid over the past 25 years, primarily into unincorporated areas of Georgia Power's territory, has been financed through the rate base established by the PSC. Municipal residents have helped finance this as well.

For further information on this issue, contact GMA staff members Ted Baggett at (678) 686-6210 or Lamar Norton at (678) 686-6273.

Have a question? Please contact GMA.