City Council of Peachtree City
Agenda
October 17, 2002
7:00 p.m

I. Pledge of Allegiance

II. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Employee of the Month
Recognize Supervisor of the Quarter

III. Minutes
August 22, 2002 Special Called Meeting with Airport Authority
August 22, 2002 Special Called Meeting with Development Authority
September 5, 2002 Regular Meeting Minutes
September 10, 2002 Special Called Meeting Minutes
September 19, 2002 7:30 a.m. Special Called Meeting Minutes
September 19, 2002 6:30 p.m. Special Called Meeting Minutes
September 19, 2002 Regular Meeting Minutes
September 26, 2002 Special Called Meeting Minutes

IV. Monthly Reports

V. Consent Agenda
1. Update of Alcohol Beverage Tax Ordinance
2. Update of Hotel/Motel Tax Ordinance
3. Adopt GDOT Utility Accommodation Policy and Standards
4. Approve Deed Covenant on Drake Field, Phase 1
5. Approve Budget Amendment Relative to Drake Field Acquisition
6 Approve Appointment to the Fayette County Board of Health
7. Approve Sale of City Property – Skateboard Ramp ½ Pipe
8. Execute Right-of-Way Deeds for Highway 54

VI. Old Agenda Items
09-02-08 Public Hearing – Charter Change Relative to City Attorney and City Solicitor Position
02-02-10 Discuss Additional Golf Cart Issues (to discuss 15-year old driving after dark, penalties, liability insurance)
09-02-17 Approve Nuisance Abatement Ordinance

VII. New Agenda Items
10-02-01 Public Hearing – Rezoning – 355 Highway 74 North
10-02-02 Public Hearing – Rezoning – Stephens Tract, Highway 74 South

VIII. Council/Staff Topics

IX. Executive Session

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

City of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
August 22, 2002
6:00 p.m.

The City Council of Peachtree City met in a special called meeting with the Peachtree City Airport Authority on Thursday, August 22, 6:05 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Airport Authority members present were: Cathy Nelmes, Jerry Cobb, A.E. Buffington, and Doug Fisher. Mark Harris was unable to attend.

Staff members present were: City Manager Jim Basinger, City Attorney Rick Lindsey, Airport Manager Jim Savage, and Airport Authority Attorney Ed Long.

Tennant opened the meeting and thanked the members of the Airport and Development Authorities for attending the meeting at his request. He noted that everyone was very busy and their presence at the meeting spoke volumes about how everyone felt regarding working together. Tennant continued that Council wanted both authorities to be viable entities. He thanked the Authorities for their efforts to make the City what it was, but said Council was responsible to the voters. He encouraged everyone to work out their differences and move forward. He said they were not at the meeting to point fingers, but to do what was right and fair.

Brown noted the materials given out prior to the meeting by the Airport Authority and told the Authority members he wanted them to understand the Council's position. He said the City was facing budget problems. Impact fees were going away and Council was looking at the big picture.

Nelmes said she did not want to rehash the same things and agreed that, hopefully, they could put their differences behind them. She said the Authority had set aside $3,500 each month to help with the deficit and the Authority wanted to move forward. Nelmes continued the Authority wanted to share their vision of the airport for the next 20 years with Council. Currently, there were 165 aircraft based at Falcon Field and the Authority hoped to have 300. The first phase of build-out included the purchase of 24 acres of land. The Airport Authority was currently working on a grant for the land. Phase 2 of the plan included the installation of instrument approach and the build-out of Hangar Area C. Nelmes said they felt the plan would give airport customers what they wanted and deserved. The cost of Stage 1 included $15 million from the federal government, $400,000 from the state, and $1.6 million from the Airport Authority. Nelmes explained the hangars were a private investment and the Authority did not own or build hangars. Brown asked if the federal money had been secured. Nelmes answered that the federal money went on a case-by-case basis. The federal government looked at a plan and if it was appropriate to the airport a grant was given. Nelmes told Council the projects were all considered eligible, but the funds for the projects had not been put aside. She continued that the airport had good community support and that helped leverage the federal funds. Cobb added that the money for the 24-acre purchase was secured.

Rapson felt the next priority project was the paving of Stallings Road and he asked Nelmes to discuss the project. Nelmes said Stallings Road was in Phase 1 and the Airport Authority was ready to move forward. She pointed out Phase 1 and Phase 2 of the project on the map. The cost was $400,000 for Phase 1. She noted that Savage had worked with WASA and WASA would contribute about $50,000. Pathway Communities, a landowner in the area, would put in $100,000. The County offered to supply the labor and equipment, which as worth about $75,000, which left the Airport Authority responsible for about $125,000 of the cost. Nelmes added that Stallings Road would not be part of the LARP schedule. She continued that the Airport Authority had some requests of Council – one was for the City to accept Stallings Road as a gravel road so it could be paved since the Airport Authority could not request funds.

Nelmes explained that Stage 1 of the Stallings Road project was about half of the mile-long road. The funding for Stage 2 was projected at $500,000. Brown asked Nelmes if Stage 1 was a five-year span and Nelmes answered it was. Nelmes said they had not discussed funding for Stage 2 of Stallings Road yet. She pointed out the land was currently being marketed. The $400,000 for Stage 1 was just for getting to Hangar Area B, and Pathway, WASA, the County, and the Authority had agreed to just do Stage 1 at this point. Nelmes explained that FAA funding was determined by need and that Falcon Field was very competitive in the search for federal funds. Savage added that the airport had gotten over $12 million in federal funds and $1 million from the state. Savage discussed the ownership of Stallings Road and the legal ramifications. Nelmes added there were a lot of details involved with Stallings Road and paving the road was an urgent need. Nelmes estimated that six hangars built on Stallings Road would bring the Airport Authority $4,000 a month in revenue. Three of the hangars were leased, and one of the lessees wanted two more hangars once the road was built. There were people willing to build hangars for tenants who were losing tenants because of the road situation.

Brown said he liked the fact the master plan was broken into phases and felt that was how Council needed to look at the plan; however, Brown said he did not think Council was willing to commit to a 10-year agreement. Both Tennant and McMenamin said they thought that was to be discussed. Tennant said he needed some clarification about the Airport Authority's ability to borrow funds. He continued he understood there needed to be a steady flow of income, but asked how much inflow the Authority required to borrow the money that was needed. Tennant also asked if the plan was realistic or if it was "the best of all worlds." Nelmes said the plan was not "pie in the sky," but was a realistic accomplishment. She added that the part of the plan that was optimistic was the projected amount of federal funds for five years. She said the estimated cost of the master plan was $22 million over 17 years. The projects were the type favored by the government. Tennant asked Savage if it was practical to believe the airport would receive the needed funding from the federal government. Savage said the plan included some big-ticket items that were wrapped together. Some were safety issues and those were a "hot button" for the FAA. He felt the critical items would get the airport over the hump. Some of the items could wait longer than five years.

Tennant asked if the $1.6 million needed by the Authority for funding was independent of the federal and state funds. Nelmes explained the cost of the land was $1.2 million and the land dictated that the road be improved. The hangars and the taxiway were linked. The $150,000 and $400,000 were immediately needed. The airport had land that needed to be developed so the airport could expand. The plans for the aviation center expansion were not critical and were totally unrelated to state and federal grants. The plan to expand the aviation center included room for the flight school and a restaurant. Those were project-by-project.

Nelmes gave Council a financial snapshot of the airport and its master plan and said the Airport Authority was at a good place. The FBO (Fixed Base Operation) was good and revenues were up. The plan was to break even operationally in FY 2005. In FY 2003, $30,000 of the $120,000 received from the hotel/motel tax would be placed in the operating budget. In FY 2004, the amount would be $20,000 and $10,000 in FY 2005. By FY 2006, the Authority should break even. She continued that the airport was slowly generating funds from fuel sales and putting the funds into capital improvements. They were working on building the reserve account and had over $100,000 in reserves currently. Future revenues included $4,000 a month from leasing six hangars, as well as fuel sales. The 24-acre land purchase had not been master planned, but its development could generate another $11,000 per month in revenues once it was built out. The Airport Authority was being more proactive in reaching out to aviation businesses and was working with the Fayette County Development Authority to develop an aviation cluster. The hotel/motel tax money provided by the City was the only non-generated revenue the airport received. Over the next 10 years, the Authority hoped to receive $17 million in federal funds and $2 million in local funds. The airport's immediate needs were Stallings Road and the infrastructure for Hangar Area B for revenue generation. Nelmes told Council she tried to survey other airports to find out how they were funded and found it was difficult to do. They could not compare "apples to apples" and airports varied widely, but the benefit of a steady income source was apparent.

Tennant told Nelmes he understood the bulk of the money the Authority received from the City was used for operations. Nelmes said no. Except for about $30,000, the hotel/motel tax money was used for capital projects. Tennant noted the Griffin airport was funded year-to-year based on need. He asked if that was possible in here. Nelmes answered that Griffin's approach would not be as forward looking as the way the airport was currently funded. She continued that the current funding mechanism gave a continuity of planning and a smooth flow of planning.

Fisher told Council there were 18,000 airports in the country and only 18% had a master plan and Peachtree City-Falcon Field was one of them. There had to be a master plan to be eligible for federal funding. Falcon Field was part of a regional concept the FAA looked at for balance. The degree to which there was a plan and the operation followed it kept the Authority viable for FAA grants. The banks also liked seeing a plan that was being followed. He emphasized the Authority was trying to run an enterprise with long-range commitments. He said he knew of no airport in the U.S. that was self-sustaining, except for possibly Hartsfield.

Nelmes agreed and said the Authority was doing more research to find out at what point the Authority would be self-sustaining. She noted the Peachtree-DeKalb Airport was self-sustaining, but Falcon Field did not want to be PDK. Brown commented that the airport would be hard-pressed to reach the level of PDK. Nelmes said no, it only took money. It could be done, but would take some time.

Cobb wanted to know how the Council saw the airport. He continued the airport was a model and a wonderful front door to business and the community. He felt the community did not appreciate that. Brown asked if any of the other federally master-planned airports were self-sufficient. Nelmes answered only PDK in Georgia. Rapson compared Falcon Field to Charlie Brown airport. He felt Falcon Field was a hidden asset for the City.

Buffington said it was tough to say when the airport would break even. He said the best margins now were jet fuel sales, and the price steadily increased every month. The flight school was an asset and was doing a great job. The economics were tough to forecast, so they took their best guess and went with it.

Brown said the City pushed the envelope in a number of areas. He continued that the PIP had been torn to shreds and the problems with the economy could impact the Authorities as well. If the absolute need of the Airport Authority was $550,000 that was probably doable. He asked if the developers could pick up some costs in Hangar Area B, such as the City did with developers. Nelmes said the developers would probably help some. Nelmes pointed out that Falcon Field competed with other airports. She said the Authority spent $200,000 on infrastructure in the area such as driveways and drainage, but did not pave the aprons or the parking areas in front of the hangars.

Rapson looked at the numbers associated with Stallings Road. He said it would take $21,000 in debt service for $150,000 investment, which immediately brought in $36,000 in revenue the subsequent year. Rapson said he had no problem with the City taking on the debt service for those types of projects. He also looked at the Aviation Center expansion and noted that the City would take on about $48,000 in debt service for Phase 1, but would get back $62,000 in revenues. Rapson said he had no problem giving the airport $120,000 a year. He explained his issue was agreeing to 10 years and binding a future Council. Rapson said as long as he was on Council he would fight for the airport. They had a sound plan and approach. His concern was with signing a 10-year agreement that would bind the Councils that came behind him.

McMenamin said whether it was for five, 10, or 15 years, a contract took the politics out of the matter. This Council might be supportive, but every two years there was a new Council and the Airport Authority could not go to the bank every two years and renegotiate loans. She pointed out that Council bound future Councils all the time and had done so with the 54 West land purchase. Rapson said he had no problems with long-term commitment for debt service, but subsidizing the Authority beyond the debt service was a something he was unwilling to do. McMenamin felt a contract would take the politics out of the situation and she felt that was why authorities were set up.

Weed noted that until the Authorities were self-sufficient there would always be politics and as long as the Authorities came for public money there would be politics. Politicians were responsible to the people. He agreed with Rapson's plan, which resolved immediate needs. Weed said he gave a vote of support to the Airport Authority for its basic plan at the Council Retreat.

Rapson said leases would allow the Authority to generate debt service on its own so the Authority would not need to come to Council. He felt the master plan was aggressive.

Nelmes said she did not feel the master plan was aggressive, but saw it as realistic. Most of the plan was not tied to federal grants and could be done without federal grants except for Phase 3. Rapson said his philosophy was that the allocation of $120,000 to the Airport Authority was inappropriate. If the Authority wanted to take some of the funding and convert it to long-term debt service, the Authority could do that. Tennant asked Rapson his opinion about the Authority not being able to borrow money without a steady revenue stream. Rapson said there was some validity to that.

Buffington commented both entities seemed to getting on the same page. Everyone felt the master plan was good and doable. Whatever way it was done, $120,000 was going to debt service. He asked Council how long they would take care of the debt service. Rapson preferred the revenue projects be taken care of first.

McMenamin felt other airports were vying for the same tenants as Falcon Field, but had other services to offer. She did not think the City's airport was at that point yet to say it offered these services at this price. Rapson noted that Charlie Brown Airport had a good corporate base because of its location off Fulton Industrial. Nelmes said Falcon Field also had a good location. She asked Council what terms they would commit to. Rapson and Brown both said they would not commit another Council. Tennant hoped for a compromise and asked how headstrong they were about not committing to more than two years. Brown pointed out there was a new Council every two years and the needs were always met. Brown added that was why they wanted to take the immediate projects that could be handled internally through the City.

Rapson suggested the agreement last for two years at $120,000 a year. He continued if the opportunity came up to modify the amount during the year, then it could be done. He added if the hotel/motel tax had a shortfall, then everyone would share in the shortfall. Buffington clarified that if Council budgeted $120,000 to the Authority and $20,000 was budgeted for debt service, then the Authority would have $100,000 for other expenses. Rapson said yes and added that once Council decided to pay $20,000 in debt service for 10 years, then Council was committed to that. If there was a surplus in the hotel/motel tax at the end of the year, then the Authority should also reap the benefits.

Nelmes said she would rather have just $120,000. She said she did not want a ton of money, just stability. She continued the Authority wanted a 10-year agreement and Council wanted a two-year agreement. She asked if there was a compromise. She said she would rather have full finding for a specific period of time and did not know when the Authority would be able to step down the funding at this point.

Brown commented the Authority had an aggressive plan and he was committed to the two revenue-generating projects and would do what he could to help with funding. Weed said he was nervous about a long-term commitment and pointed out that the majority of Council would be serving for another three and one-half years. He said he would be willing to make an initial commitment for three and one-half years and that would take care of the Phase 1 needs. Rapson said the Authority could best leverage the dollars for those projects through Council.

Cobb asked what would happen if the City did not back the Authority. McMenamin noted that Council's priorities might shift from year to year. Tennant felt it was in Council's best interests to have the airport. Rapson said a one-year contract would be perpetual unless Council or the Authority wanted to look at it. He said there was mechanism to do that at Retreat.

Nelmes agreed with Cobb that there were things that could be deferred, but the federal funds were jeopardized if there were no infrastructure improvements Cobb added the Authority made an obligation for federal dollars, then the Authority had to have confidence it could negotiate with the City.

Tennant suggested two members of Council and two Authority members form a sub-committee to work on an intergovernmental agreement and hammer it out by September 30. Rapson asked why the agreement could not be ready by September 19. McMenamin felt the agreement would need more attention and a special meeting might be needed. Tennant said the goal could be September 19. Cobb said the end of September would be much better since the next month would be very busy with preparation for the airshow. Tennant suggested Rapson and McMenamin serve as the Council representatives. McMenamin suggested the Airport Authority contact the City Manager after the members chose two representatives.

There being no other business to discuss, the meeting with the Airport Authority adjourned at 7:30 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
August 22, 2002
7:45 p.m.

The City Council of Peachtree City met in a special called meeting with the Peachtree City Development Authority on Thursday, August 22, 7:45 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Development Authority members present were: Tate Godfrey, Brian Palmitessa, Scott Bradshaw, Belinda Sward, and Doug Warner. Bob Brooks was unable to attend.

Staff members present were: City Manager Jim Basinger, City Attorney Rick Lindsey, and Development Authority Attorney Mark Oldenburg.

Tennant opened the meeting and thanked the members of the Airport and Development Authorities for attending the meeting at his request. He noted that everyone was very busy and their presence at the meeting spoke volumes about how everyone felt regarding working together. Tennant continued that Council wanted both authorities to be viable entities. He thanked the Authorities for their efforts to make the City what it was, but said Council was responsible to the voters. He encouraged everyone to work out their differences and move forward. He said they were not at the meeting to point fingers, but to do what was right and fair.

Brown told those at the meeting that the City was facing a situation where it was having a change in direction in terms of revenue generation. The budget picture was one of the roughest in a long time. He said one recurrent theme he heard was that Council wanted to fire Virgil Christian. His philosophy was he wanted the Authority to work within its budget, especially the Tennis Center. The Amphitheater was doing great, however, the current model for the Tennis Center was not working from a break-even standpoint. Brown continued that only a few changes were needed and he would like to see a shift toward trying to re-direct the model and work within the limited capacity the Center had in terms of the overhead generated. Brown added that might mean changes in programming or reorganizing staff. Brown continued that was probably why the Christian issue came up, but he had no problem with Christian's salary as long as it worked with the budget. Bradshaw asked Brown if he had any problems with the Amphitheater. Brown replied that the Amphitheater seemed to have a recipe for success and was running smoothly.

Godfrey thanked Tennant for his efforts and agreed it was time to restore trust and reduce tension. The Authority supported that effort. He continued the Authority's message from day one had been that the members wanted to work with Council and do all they could to be cooperative. He noted that this meeting was called on short notice and

Christian was out of town and Brooks had another commitment. Godfrey pointed out the Development Authority was in a different situation from the Airport Authority. The Airport Authority was looking to the future, whereas the Development Authority was in the last throws of a nine-year plan for both venues. No large capital projects or long-term debt was looming. The Authority's business model was based on providing information to the City and following the plans. In July 2001, Council approved Phase 3 of the Tennis Center. In doing so, there was a commitment to provide consistent funds over a period of time. In the Authority's mind, there was a 15-year commitment from Council to reduce and pay-off the debt. Godfrey said there had been discussions about the funding lasting for 50 years, but he said he never saw that as an issue. The Development Authority had about $1 million in short-term debt, in addition to the $2.3 million Tennis Center expansion. The loans were made from a financial institution, which based the loans on a steady income stream, along with the business plan. The subsidy was vital to the Authority and the Authority was asking Council to help pay for what had already been done. Godfrey said the Authority had been funded by the hotel/motel tax since the day it started and the subsidy itself was the issue. The Amphitheater provided entertainment at a low cost and was a subsidized venue. Thousands of dollars had been spent to improve it. The Tennis Center offered programming for children and teens and the average citizen could walk in and play without being a member of the facility. The Center was still at heart a recreation facility and received a subsidy from the City like any other recreation program. Godfrey continued that obviously Council's philosophy had changed, but the operations could not stop on a dime. The commitments were made and the Authority had reacted accordingly. The Authority had done its job and pulling the subsidy jeopardized what was already there. These were City commitments made in good faith. Godfrey said the Authority was not prepared to make any commitment at the meeting, but wanted to discuss any options with the full board and the executive director. They wanted to hear Council's philosophy.

Brown assured the Authority members that Council was committed to the Authority's debt and those funds would not be considered part of the discussion. He said the Tennis Center debt was guaranteed. Bradshaw noted there was $1 million in loans and most of it was for the Amphitheater. There were at least two banks involved. Brown said that debt was not a problem.

Bradshaw said there were two pools of money, one pool was for economic development and the other pool was to subsidize the Amphitheater and Tennis Center. Tennant stated that Council wanted the Development Authority to succeed. It had been a viable entity for a long time and was responsible for the City's two big jewels. He was grateful for their efforts and pointed out it was not in Council's best interests to pull the rug out from under the Authority.

Brown said there was a great interest in making sure both facilities were viable projects. He did have questions regarding efficiency. Palmitessa asked Brown to be more specific about problems at the Tennis Center. Brown noted the Tennis Center ran on private memberships and the public could get in at certain times to play. Palmitessa said a lot of the revenue came from league fees, such as ALTA who paid to play at the Tennis Center. Brown continued there would soon be two for-profit entities at the venue, the restaurant and the pro shop, and he wanted to know how much revenue they would bring. Palmitessa said the covered courts would bring in revenue. Revenue was lost when it rained and with the indoor courts the Tennis Center would not lose that revenue when it rained. Bradshaw said the expansion also allowed the Tennis Center to increase memberships, offer more lessons, and more availability for league play.

Godfrey said those additions created value to encourage a family to pay to join the Tennis Center. He said the Authority had to be creative to come up with what it meant to be a member of the Tennis Center. Part of that value was the restaurant, which would add value to the Center and serve as a focal point for activities. The restaurant might not be profitable the first year, but the management would pay rent. As the restaurant's business improved, the rent would increase. Godfrey said the situation was the same with the pro shop. He pointed out the pro shop lost money five of the seven years it had been in operation. The pro shop added value to the Center and to the value of being a member. The pro shop would pay rent in the new Pavilion and was a value-added amenity for the members. Bradshaw pointed out the customer base for the pro shop was small and included just the Center's members and those who attended tournaments, as opposed to a store in a shopping center. All of the Tennis Center employees would own the pro shop and would pay rent. Brown pointed out that membership in a facility with the stature of the Tennis Center came at price.

Tennant told the Authority members he did not play tennis, but was a big proponent of the restaurant. He said the restaurant would be a nice addition. Tennant noted there was the issue of Christian's pay. He said he liked Christian and he was a very competent manager. He recognized the risk Christian took when he came to Peachtree City. Bradshaw said Christian's base salary was $30,000 and the rest was at risk. Tennant did not begrudge Christian his paycheck, but did not want the taxpayers to subsidize Christian's salary. Tennant said he felt both facilities were reasonably close becoming self-sufficient or breaking even. He asked the Authority members to comment on that possibility.

Godfrey said he was not prepared to answer that question. The Authority had never been asked to make the facilities self-sufficient. The previous years' Council understood the need for the subsidy. There would need to be a lot of homework to determine when the facilities would be self-sufficient.

Palmitessa said with the Tennis Center expansion, the restaurant, and the space downstairs, the Authority could for the first time see real revenue opportunities. The facility would get there, but the Authority had never been asked to get there before. Brown disagreed. He said it had been in the minutes several times over the years. He continued that Council had to cut $1.8 million out of the budget and more would have to be cut next year and revenue sources were going down. They needed to tighten up.

Warner pointed out the Development Authority was running a large business with a $3 million annual budget and 35 employees. The facilities had grown since the City turned them over to the Authority. He continued the Tennis Center would save $35,000 in annual rental fees when the offices moved to the Center. Warner said ticket prices at the Amphitheater could be raised, as well as fees at the Tennis Center. He pointed out that to some extent Council had to agree the Authority was serving a recreational need for the City. The City spent $750,000 a year on Kedron Fieldhouse out of the citizens' tax pocket. Warner said none of the subsidy came out of the residents' pockets, but out of visitors' pocket. He said the facilities could break even, but would have to charge the residents more to use the facilities.

Brown asked when the next rate increase was scheduled. Bradshaw said that had not been determined and the Authority would act on the budget in October. He continued that increasing ticket prices $3 or $4 would put the Amphitheater on an even keel, but questioned if raising prices would hurt ticket sales.

Godfrey said if Council wanted a statement of what it would take to be completely self-sufficient, then the Authority was willing to do that. The Authority did not micromanage the facilities, but set policy. Christian did an outstanding job and the Authority defended and supported its executive director 100%.

Weed told Godfrey he was defending Christian needlessly. If Christian was an issue for the Mayor, then that was the Mayor's problem. Christian was not a problem for Weed. Brown said that was a recurring theme. He continued the Tennis Center was a first class, top-notch facility and did not need to be run the way it was. From a City standard, the Tennis Center had an incredibly high employee ratio. Palmitessa pointed out if staff was cut, then revenues would be cut since staff brought in the revenue. Palmitessa said they got what they paid for and good people would bring in more revenue.

Godfrey said if Council was looking for a plan for self-sufficiency then the Authority could have one, but did not know what it would take to become self-sufficient at this meeting. Brown said if the facilities were self-sufficient then a lot of Council's problems with the Authority would be solved and more money would be available for economic development. Brown noted that the City had a decline in ad valorem taxes in the industrial sector for the first time in the budgetary history. There were some unique situations and the City needed to find some niche markets for the empty buildings in the Industrial Park.

Tennant said personally the urgency to get to self-sufficiency was not critical, but would be nice. He continued that the Amphitheater tickets appeared to be under priced. He was not a believer in micromanaging, but there needed to be an element of trust. He was willing to do that. Economic development was important, but he felt the Amphitheater and Tennis Center could get there without the Development Authority.

Godfrey committed to getting together with the Authority members and coming back to tell Council how their plan could be shifted to get to self-sufficiency. Brown said it was not an "all or nothing" proposal. Council would not take all of the Authority's funding away. He noted the Tennis Center was unique with private and public composition. Brown said he wanted the Authority to start working on the problems in the industrial area. Bradshaw said the Authority would like to own a spec building that could be sold at a discount to a favorable company that wanted to move here. Bradshaw asked Council what time frame it was looking at for the Authority's facilities to break even, excluding the debt service. He said the Authority needed feedback so they would know how to discuss the matter.

Brown said he was not looking at it in those terms. He said they needed to look at the numbers and determine what was needed to break even and forecast the numbers out. Tennant said he thought five years to try and attain self-sufficiency was reasonable. Brown said sometimes you had to push a little bit. He asked what happened to the comfort level if there was more fallout in the industrial area. Sward said she thought it made sense to look at what it would take to become self-sufficient in one year and determine if it was realistic or not. She continued then other scenarios should be looked at, including an increase in ticket prices and memberships. She said she could do a demand analysis and look at how the demand would be impacted.

Warner said he was still concerned. He continued that the facilities could break even, but philosophically Warner asked if the Council should ask that. As a business, it was possible the first thing cut to break even would be some of the tennis programs. He said they did not want to cut the City's great recreation programs. Peachtree City had the only Development Authority in the state that managed an amphitheater and tennis center, which gave the Authority a synergy for good economic development. He felt the Authority could do the job better with the venues. The Authority addressed the issues that concerned the Council, such as existing industries and working with the FCDA, at Retreat.

Brown said his concern was whether the Authority could do two things very well. His answer was most of the time that could not be done and that was why he wanted to subdivide and have one group responsible for economic development. He said the City was running into real obstacles and had its work cut out in the economic development area. He suggested including a line item in the recreation budget for youth programs at the Tennis Center.

McMenamin said her philosophy was different. Under the Development Authority's leadership, great things had happened. The state decided it wanted one voice from the County concerning economic development and it would be the Fayette County Development Authority (FCDA). She felt it was wrong to charge the Development Authority with the total economic development responsibility of the industrial park. It would be contradictory to the FCDA. She continued that the FCDA was responsive to the industrial area and had a full-time employee to take care of the responsibility.

McMenamin said to blame the empty buildings in the City on the Development Authority was inappropriate. Not everyone swam or played basketball, but the City subsidized Kedron Fieldhouse and Council thought it was a great asset to the City. The Amphitheater and the Tennis Center were just an extension of a benefit for the City. McMenamin pointed out the hotel/motel tax was not a general fund item and had to be used for specific things. The hotel/motel tax money could not be used to build up Council coffers and it was being used appropriately.

Brown said he was not blaming anything on the Development Authority. The Authority had worked within the parameters it had been given, but Council had a situation it had to deal with. He said Chris Clark could do a lot in working with the state officials, but there were things that could be done on a local level. There was opportunity for the local Authority to work in some niche areas peculiar to Peachtree City. The hotel/motel tax could go to various uses. He said he would like to see the venues break even, but even so Council could use the funds specifically for what they were intended for in the state code.

Godfrey pointed out the Authority had a successful economic program and was the envy of the state. Atlanta had been hit harder by the recession than any other city in the country. The economy was coming back and the vacant buildings would fill up. There had been a 17-20% vacancy in office space at Westpark and it was now down to two or three percent (2% or 3%). Godfrey agreed that perhaps the Authority could do more, but pointed out it was patently wrong to say the Authority had been unsuccessful in economic development because it had been focused on the Amphitheater and Tennis Center. Brown said that was not what he said. Godfrey continued the issues were discussed at Retreat and the Mayor had agreed with the issues and actions. Some of the focus had changed because of issues Brown felt were important. Brown said the issues were important to the City, not to him. Godfrey said a study done last year projected the Tennis Center and Amphitheater would generate over $7 million in economic impact in the community in 2002. The projects had always been run as economic development projects.

Bradshaw also said he did not want Council to have the idea the Authority did not do economic development. The Authority worked hand-in-hand with the FCDA. Godfrey was a member of the FCDA board. The Authority was involved in visits for prospects and every aspect of the County's operation. The Authority, and all of the cities, was very involved in the developing the FCDA's strategic plan, which set the stage for the next 10 years.

Brown said Council knew economic development was a brand new ball game. The governor was giving incentives to rural areas and Fayette County had to fight harder to bring in industry. Industry was forced to go into other areas because the incentives were too good to turn down. It would behoove the City to put in more effort. He continued that a 40,000 square foot building was below what was needed for start-up industries these days.

Warner noted the Authority did not take issue with those matters. He said he heard from Council they did not want to micromanage the Tennis Center, but he kept hearing that the Authority needed to re-direct the model for the Tennis Center. The Authority was ready and willing to take constructive criticism and wanted ideas. He said the members did not want to leave the meeting without knowing what Council needed. The generalities were hurting communication. They needed specific ideas. The Authority and Christian were open. The Tennis Center had been voted the number one public facility in the nation. Warner asked if the Authority could do better.

Brown said Sward's idea was a perfect start and said to model it and see where it came out. Tennant pointed out the members were volunteers and spent time and energy that Council did not know about. Tennant said he bought into the synergy created with the Tennis Center and Amphitheater and it made sense to capitalize on the City's crown jewels. He said he was not being critical and would not change things dramatically, but $250,000 would help the cart path system, which was part of tourism. Tennant continued that he would like to see something happen with the Siemens building, such as turning it into a children's museum. He said did not want to alienate the Authority, but wanted to partner with the members.

Brown commented that a whole array of variables had been discussed and were available to be worked with. He would like to see the Authority take Sward's idea, put in the variables, and see how they worked out. In a few years, more money could be going specifically to economic development.

Godfrey said the Authority needed to go back and study what was discussed and then come back with a recommendation. He asked for a month.

Weed said he hoped for another contract. He wanted a contract with Authority and always had. Weed continued that he knew the Authority would need a subsidy, but wanted the facilities to work towards self-sufficiency. At the end of the day, Weed wanted to know what kind of contract and what kind of funding the Authority could live with. He always believed the Authority would need a subsidy and did not see that changing in the foreseeable future, however, the ultimate goal was self-sufficiency and any contract should be based on that goal.

Bradshaw noted that the Airport Authority, the Development Authority, and Council all had legal counsel who advised the agreement was legal. Council had to bring in a special counsel from outside the County who said the agreements were invalid. Bradshaw continued that in his view the contract was valid and the members were attending the meeting to resolve concerns and do what was best for the City. Weed agreed and said if Council did not want to do that a lawsuit would have already been filed. Warner said he thought Council and the Authority could reach an agreement and work things out.

Brown said the Authority had a good thing going, but the Authority had to work with some numbers on the one facility's operation, which was a really good facility. If they could get it to break even, there would be more money available for economic development and the Authority could work on the unique problems in the City.

Tennant noted the Airport Authority had agreed to a smaller group to work on an agreement and bring it back to the respective group. He suggested that a couple of representatives from the Council and the Development Authority also work on an agreement. Brown said he would like to work with the group and was willing to expound upon what he was saying. Tennant said he was not talking about going behind closed doors. Godfrey asked Council for the opportunity for the Authority to go back and discuss the matter. He pointed out they had discussed changing the direction of the company and needed time to come back with a plan.

Weed said he was willing to give the Authority time since they had been given the new direction about self-sufficiency. After that, Weed continued that two members of the Authority and two members of Council should meet and come up with an agreement both entities could live with. Weed added they were under a time constraint. Godfrey said a month might not be enough time. Weed suggested a month for the plan, then a month for the agreement. Bradshaw noted that the next Authority meeting was September 18, and then the members would attend the GEDA meeting in Savannah. The GEDA meeting was a time for the members to entertain, court, and get to know those involved in economic development and tourism. Bradshaw added he was not sure the Authority could have anything ready a week later. Weed said he was prepared for the process to take two months, but not three months. He said the matter needed to be a priority for both entities.

Tennant said there was a sense of urgency for Council and suggested a deadline of October 15 to sign the agreement. Godfrey said he would like to bring the plan back to Council by October 15. Weed accepted that and suggested a subcommittee be formed at that time to work out an agreement by October 30. Brown said to set a goal of October 30 and the deadline could be extended if an agreement looked promising at that point. Weed said he would not support an extension and did not want to continue forever. Tennant supported October 30 as the deadline for a signed agreement. Brown accepted the October 30 deadline for at least an agreement in raw form.

Godfrey told Council the Authority believed there was an agreement in place. If Council was pressing the matter, then the Authority was willing to go to litigation. Council asked the Authority to change the philosophy of two projects and to work out a new agreement. The Authority would not sign a new agreement without even looking at the numbers. Tennant said Council felt as firmly that there was not an agreement. Brown said to try and get something done and to see how it went. He wanted to try to have the agreement ready by October 30. Warner said a lot of micromanaging of the Tennis Center would slow things down. Weed said he did not want to run the Tennis Center, but he did want an agreement the majority of Council and the Development Authority could live with.

Weed continued that both sides wanted to resolve the issues and come to a long-term agreement that satisfied everybody. If both sides were not willing to do that, there would be more than saber rattling.

Rapson noted he had abstained from any discussion involving the Development Authority.

There being no other business to discuss, the meeting with the Development Authority adjourned at 9:10 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City of Peachtree City
Minutes of Meeting
September 5, 2002
7:00 p.m.

The City Council of Peachtree City met Thursday, September 5, 2002, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Announcements, Awards, Special Recognition

Brown presented a 10-year service pin to Wayman Luke of the Fire Department and recognized Bob Lancette, outgoing conductor of the Peachtree Wind Ensemble Community Band.

Approval of Minutes

Deputy City Clerk Betsy Tyler noted that Council Member Weed had requested two minor corrections to the minutes that were not substantive changes, and said Council could proceed with approval if they were comfortable doing so, or could postpone approval until the next meeting. Weed moved to approve the August 12, 2002, Budget Workshop minutes with corrections. Tennant seconded. Motion carried unanimously.

Monthly Reports

Brown mentioned the September 11 Commemorative Event and noted the drop in the number of prisoners at the County Jail from 2001, which represented a cost savings. Brown asked about the increase in vandalism, and Halterman said it was the dollar amount to repair damage to property and signs.

Consent Agenda

1. **Consider Amendment to CAR to allow Electronic Signatures on Accounts Payable Checks**
2. **Consider Amendments to Finance Ordinance for GASB 34**

Brown said there were some revisions for item #1, and made a motion to pull item #1 from the Consent Agenda. Tennant seconded. Motion carried unanimously.

Director of Financial Services Paul Salvatore said the remaining Consent Agenda item was really a housekeeping issue to make the city's ordinance consistent with the new Government Accounting Standards Board 34 requirements. Rapson noted that the amendment was well organized, and made a motion to approve the ordinance change as presented. Weed seconded. Motion carried unanimously.

Brown then returned to the proposed Amendment to the City Administrative Regulation (CAR) for electronic signatures on Accounts Payable checks, noting that there were some amendments on the dais. Salvatore said that it had always been an unwritten procedure that the City Manager and he did not sign checks payable to themselves. He said they were making that part of the formal procedures now that the city was using facsimile signatures. Salvatore noted again that staff was already using this procedure. Tennant confirmed that the changes just added another level of checks and balances. Rapson made a motion to approve the amendments. Tennant seconded. Weed asked if one of the proposed changes would affect arbitrage, and Rapson and Salvatore said arbitrage really only applied to bonds. Motion carried unanimously.

Old Agenda Items

08-02-05 Public Hearing – Adopt FY 2003 Budget

Mayor Brown called the public hearing to order, and Tyler read the procedures. Salvatore noted that staff was presenting the budget resolution for FY 2003. He said there had been questions about some of the appropriations for the Airport and Development Authorities. He stressed that approving the budget was not a guarantee of payment of the amounts listed, but was an estimate based upon current agreements. It was not a contractual obligation to pay those amounts due to the appropriations.

Salvatore said the millage rate would be set at a later date, following three additional public hearings, but that staff recommended passing the FY 2003 budget as presented. Tennant asked what millage rate was assumed in the "Sources of Funds." Salvatore said it was a millage rate of 4.703, a 9% increase, as discussed in the previous workshop. Tennant asked how Council could adopt a budget assuming a millage rate that had not yet had public input. Salvatore said the budget was an estimate and could be amended if a different millage rate were set. City Manager Jim Basinger noted that the city never knew when the digest figures would be received, and they were often received in October, by which time the City had to have an approved and balanced budget. Rapson added that the advertising requirements for both processes also dictated the timing. Tennant said he wanted to make a point to the public that Council would still listen before setting the millage rate.

Library Commission Chairman Chris Clark addressed Council, saying that the Library Commission had not objected several weeks previously when Council removed the funds for the Library expansion. He said that now the city had a chance at a $1.7 million grant if the city could guarantee the required matching amount of $728,000, to achieve the 10,000 sq. ft. expansion. Clark noted the city was unlikely to see that level of grant funding again in the future, and asked Council to reevaluate the project.

McMenamin asked when the matching funds would need to be available. Clark said on or about October 1, 2003. Salvatore said that was the beginning of the FY 2004 budget, but noted that even if the $728,000 were in place for the facility, there would be an additional annual operating cost.

There being no other comment, Brown called the hearing to a close. Rapson noted for the record that his son-in-law worked for the Public Works Department and that there was funding for the Development Authority in the budget. McMenamin said her son-in-law worked for the Police Department. City Attorney Rick Lindsey said neither situation presented a conflict in the general budget approval. His associate, Michelle Bradley, agreed.

Rapson made a motion to adopt the FY 2003 Budget Resolution. McMenamin seconded. Motion carried unanimously. Tennant encouraged additional citizen input during the public hearings for the millage rate.

08-02-07 Consider Proposed Internal Road Connection from Maple Shade Subdivision (Crabapple Lane) to Adjoining Subdivision in Tyrone

Attorney Doug Dillard spoke on behalf of the applicant, Jimmy Halligan of Hyland Properties. Brown noted that several documents had been placed before Council that evening. Weed noted that Council had a letter, dated September 3, stating that if Council were going to deny the request based on the City Engineer's recommendation, Mr. Halligan wanted an opportunity to meet with staff prior to that vote being taken. Weed said he would like to give the applicant the chance to meet with staff before Mr. Dillard made his presentation. Dillard said that time was of interest to Mr. Halligan, noting that his client had met with City Planner David Rast and former Director of Developmental Services Jim Williams. He said Halligan had not met with City Engineer Troy Besseche, and Dillard felt the information in Besseche's memo was incorrect.

Dillard referred to the letter from the Fayette County 911 center saying that several developments in Fayette County crossed jurisdictional boundaries, and that was fine as long as the street numbers and names were different. He said Crabapple Lane had this issue, and the 911 Center could handle it.

Weed again asked if Dillard wanted to meet with staff prior to his presentation. Dillard said no, that Council could approve the request subject to the concerns being resolved, but if they were going to deny it, his client should have an opportunity to meet with the City Engineer first. Weed asked why not just meet with the City Engineer first, noting that he wanted to give the request a fair hearing. Weed made a motion to table the matter. Rapson seconded for discussion purposes.

Rapson said he had a concern because the city had received a letter from Tyrone Town Manager Barry Amos saying the internal connection was not part of the conceptual approval, but was merely part of the presentation for the zoning that was approved. Rapson suggested holding a joint Tyrone/Peachtree City Planning Commission meeting. Brown said he had no problem with doing a joint project with Tyrone, but wanted to make sure Tyrone was in favor of the project. However, all Tyrone had done to date was approve the zoning, and the details of the plan that would be finalized through the Planning Commission process had not been approved. Dillard said that was not true, and Brown said the word he had gotten was that the road extension on the plan had not been approved.

Weed noted that there was a motion on the table to revisit the issue once the applicant had met with staff. Brown asked for any further discussion. McMenamin said, considering Mr. Dillard's desire to move forward, she had no objection to moving forward with that as a condition. Rapson reiterated his concern was that the Peachtree City Planning Commission was in favor, staff was opposed, and Tyrone had not taken any action relative to the road connection. Rapson said he was not willing to approve it and make those entities sort it out – he would rather it was sorted out and brought back to Council. Weed said that was not part of his motion. Rapson amended the motion to include the applicant working out whatever differences existed among all three entities. Weed accepted the amendment. Tennant asked what the financial costs would be to do that. Mr. Halligan said historically, financial situations did not carry much weight. However, to have all three parties agree, he would have to go through the conceptual plan, the site plan and the engineering process. Halligan said the Tyrone letter was covering their future options on what they would approve, and while they might agree conceptually that the road connection was fine, there might be some problem with engineering. Halligan said this plan was what Tyrone saw and what they agreed to and what they understood. While they would not say they approved the road until all the work was done, they agreed that physically it could happen. Halligan noted that the letter presented from AT&T gave several clauses saying the letter was not a contract. Rapson said the issue that was holding him up was the statement that the Mayor and Council of Tyrone took no formal action approving or denying the connection. Dillard said that was Mr. Amos' opinion, and Rapson said Amos was the executive officer of Tyrone. Dillard said the minutes incorporated the presented design, and the Council approved the rezoning of the property with this conceptual site plan. The only conditions they put on the property related to other issues. Dillard said annexation was discussed with both the Tyrone Planning Commission and Council, but Council's final action was to adopt the site plan that showed the connection, knowing that they would have to work it out.

Dillard said they had a lot of issues to work out that might prevent the project from happening, but they wanted the conceptual idea of the road connection approved because their approved plan in Peachtree City showed a cul-de-sac.

Weed again pointed out that there was a motion and a second that needed a vote. Rapson requested that the motion be read again. Tyler said the motion was to table pending the applicant's discussion with the city engineer, which Rapson seconded, and then Rapson amended the motion to include all three bodies (Tyrone & Peachtree City Planning Commissions and the Peachtree City staff). Tyler said Weed had accepted the amendment. Rapson seconded the amended motion.

Rapson said his concern was the contradictory information. Rather than deny the request and send the applicant back to the table, he would prefer to table the matter and send them back to the table. Weed said he wanted to give Mr. Dillard the opportunity to talk to whomever he wanted to and protect the interests of his clients, and then have a full hearing. McMenamin said she had spoken to Amos quite some time before, and they had not had any strong objections to the connection, but were concerned about the services to the residents. Brown said he met with both Amos and Tyrone Mayor Lee, and they had concerns. Brown said the road would not come into being until it was approved by the Planning Commission, and it would be simplest to let it go back to them. It was a moot point to Peachtree City if Tyrone did not approve the connection. Brown reiterated that he did not mind doing the project, but did not want to force something on Tyrone.

Dillard expressed concern at trying to have Tyrone approve a project that Peachtree City had not approved. Brown said they had not indicated a lack of approval, and Rapson said they were trying not to take any action. Dillard requested that, to avoid confusion, any Peachtree City staff member who had any interest in the project be directed to meet with his client. Weed said that was certainly fair. Brown called the question following a request from Weed. Motion carried 4-1, with McMenamin opposed. Dillard asked to be placed on the next agenda.

Weed made a motion that the issue be addressed at the September 19 meeting, and that the City Manager direct staff to discuss the matter with Mr. Dillard to Dillard's satisfaction. Rapson seconded. Motion carried unanimously.

02-02-10 Consider Changes to Golf Cart Ordinance

Rapson said there had been a lot of discussion regarding the Golf Cart Ordinance, and Council had a revised ordinance drafted by the City Attorney. Rapson suggested taking action on the specific ordinance before them, and then address some additional issues that had been brought up. Rapson noted that the ordinance permitted 12-14 year olds to drive with grandparents in addition to parents and guardians, and allowed 15-year olds with a learners permit to drive alone or with another individual that was at least 15 years old. It also added sections saying everyone must be seated during operation, and no one could sit in the driver's lap. McMenamin noted that there had been no discussion of penalties. Rapson added that the ordinance allowed the $5 transfer fee for out-of-city golf cart. Tennant asked if that was a motion, and Rapson said yes. Tennant seconded for purposes of discussion.

Tennant said he had been a strong supporter of 15-year olds having the opportunity to drive carts under the conditions stated, and said he believed in the responsibility of most 15-year olds to handle the carts safely. Tennant said he would like to add the ability for 15-year olds to transport siblings, noting that he had received a number of calls requesting that addition. Rapson said he preferred to vote on the ordinance as presented, and then address the additional issues. Motion carried 4-0-1, with Brown abstaining because he had voted in opposition to the original proposal at the preceding meeting.

Tennant made a motion to open the meeting to public discussion on the golf cart ordinance. Rapson seconded. Motion carried unanimously. Brown said the public hearing rules would apply, and asked if any members of the audience wanted to speak in favor of 15-year olds driving carts with siblings.

Bill Aleshire addressed Council, saying that he supported 15-year olds operating carts, but felt the Council should require insurance for all drivers. Tennant asked if the city had the authority to impose that requirement. Michelle Bradley of the City Attorney's office said she had not researched it, but thought the city could. Tennant requested that they research the issue.

Shelton Barker, 120 Ardenlee, was in favor of 15-year olds with siblings, noting that he was 16 so it would not affect him. J.T. Beerbeck was also in favor of the change. Kathie Cheney said allowing 15-year olds would allow them to take on and learn to handle more responsibility. Amy Graham said she had a 15-year old and two younger children, and said most parents would know if their 15-year old was not responsible enough to be entrusted with the younger ones, and she supported the law allowing this option. Robin Tennant, 120 Ardenlee, also spoke in favor of the change.

Mayor Brown then asked if any residents opposed the change. Wayne Roberts said that, while he was not necessarily opposed, he felt Council was passing something over which there really would not be any control, and asked if the younger siblings would have to have identification to prove the relationship. Police Chief Murray agreed that the requirement would be unenforceable.

Rob Rothley, Teal Vista, asked about the impact on the GEM vehicles, which are licensed. Tennant said those vehicles were in a different category, and this law applied only to golf carts. Brown added that the LSMVs were regulated by the state. McMenamin expressed concern that the drivers under 16 might not be allowed on the streets. Rothley asked if this would create a law enforcement problem and wondered if they should specifically exclude the LSMVs. He noted that the path system really required use of the streets. Michelle Bradley said the changes to the golf cart ordinance would not affect the LSMVs because they were required by the state to be operated by licensed drivers.

Amy Graham noted that licenses for 16-year olds restricted passengers to family members, and that was the same as what was being proposed for the carts. Frank Kimble expressed concern about a 15-year old driving a cart with no liability insurance, and asked if the city could ever be held liable. McMenamin said they would need to look at that because insurance agencies might not insure 15-year old drivers. Tennant said that was a legitimate point, but the key issue was responsibility, and golf cart owners who did not have insurance were acting irresponsibly and that was the risk they took. Kimble said that was well and good, but it would not help someone injured by a 15-year old on a golf cart with no liability insurance. He felt it was a big mistake.

Hearing no others who wanted to speak in opposition, Brown called the public hearing to a close. Rapson made a motion to direct Lindsey to draft an ordinance allowing 15-year olds with a valid permit to drive with siblings. Tennant seconded. McMenamin said she wanted to make it clear that this action did not allow this activity the following day, and it would not go into effect until the ordinance was adopted. Motion carried unanimously.

Rapson added that he would like to have the answers to the insurance questions, both whether the city could require insurance and if the agencies would cover 15-year old drivers. McMenamin asked that they also discuss any additional limitations or laws applying to the 15-year old drivers, and she asked Chief Murray to verify that the 15-year olds could drive on city streets. Rapson reviewed that the only law decided that evening was that 15-year olds with a learners permit could drive alone or with up to one passenger at least 15 years of age. However, that might prove to be a moot issue if the state decided that golf cart drivers had to have valid drivers licenses. McMenamin said she thought a ruling had been made, and Bradley said it had gone to the court of appeals, but the appeal had been dropped, so there would not be a court decision. Rapson reiterated that if it ever came back up, the city would change its ordinances to comply with state law. McMenamin added that the rules allowing 15-year old drivers did not apply to private paths, such as those on the golf course.

A citizen suggested coordinating the ordinances with Tyrone as they begin to put in paths and connect them to Peachtree City. Brown noted that he had discussed that with Tyrone's Mayor, and Tyrone required that golf cart drivers be licensed and at least 16 years old. Brown called a brief break in the proceedings.

New Agenda Items

09-02-01 Alcoholic Beverage License – NEW – Wal-Mart

Brown said the new Wal-Mart had applied for a license to sell alcoholic beverages, and noted that Council had a corrected application on the dais. Mr. Randy Willis, who was requesting to be the License Representative, addressed Council on behalf of Wal-Mart. McMenamin said she found the historic information interesting, and noted that the Wal-Marts in Louisiana had an excellent record relative to their alcohol sales to minors. She said she hoped the Peachtree City Wal-Mart would operate in the same manner. Willis highlighted the sales procedures and said they would place a high emphasis on that. Brown made a motion to approve the alcohol license for Wal-Mart Supercenter #3461 in Peachtree City, with David Bullington as the Licensee and Randy Willis as the License Representative. Tennant seconded. Motion carried unanimously.

09-02-02 Alcoholic Beverage License – Change in License Representative – Ruby Tuesday

Mary Ann Milliken and Michael Sard, attorney, addressed Council regarding the request. Mayor Brown noted that they had a letter before them on the dais from Ruby Tuesday addressing several concerns on which the Mayor had met with Ruby Tuesday employees. Brown noted that the matters appeared to have been addressed satisfactorily. McMenamin made a motion that Ms. Mary Ann Milliken be appointed as the License Representative for Ruby Tuesday. Weed seconded. Motion carried unanimously.

09-02-03 Consider Lease for SCT Building

Brown stated that a revised version of the lease had been forwarded that day and was before them on the dais. Director of Administrative Services/City Clerk Jane Miller addressed Council, saying that several years ago when the city built the new Recreation Administration Building, Southern Conservation Trust (SCT) leased the old Recreation building. Several months ago, the Development Authority and SCT began discussing joint use of the building to enable the Amphitheater offices to be moved into the building, which was more convenient to the Amphitheater and would free some space in the Recreation Administration building. Miller noted that the proposed change placed a limit of $200,000 on the cost of the renovations for which the city would be responsible. Miller said she had spoken with Jerry Peterson of SCT, who also requested one other change. The current lease had a non-exclusive use clause, and Peterson had asked that the clause be removed now that more of the building would be utilized.

Peterson addressed Council, saying SCT had been in the building for a number of years, and had shared space with other tenants during that time. He said now that two tenants would be sharing the building equally, it would be very difficult to split it further. Peterson requested that Council consider making the use of the building exclusive to the two tenants. Weed asked if SCT was a private organization. Peterson said SCT was a non-profit, 501C3 Land Trust. Brown asked Development Authority Executive Director Virgil Christian if the authority had any problems with the request, and Christian said there were none. City Manager Jim Basinger said staff was also supportive of the request.

Weed said he felt this was a good idea, but in an effort to avoid future problems, he wanted to note a couple of concerns. He first noted the $1 per month rent, and wanted to be sure that they were not violating the anti-gratuity clause. He asked if the City Attorney could expand the consideration language to stress the benefit the city would be getting. City Attorney Rick Lindsey noted the benefit, which was SCT's management of the nature areas and the programs they operated. He said something to that effect could be added to the lease, but there were other documents that also outlined that partnership. Weed asked to have an exhibit added to make that clear.

Weed then pointed out Page 11, Section 32, about binding effect on successors, and asked Lindsey if he was comfortable with that language and the current law. Lindsey said he had no problem with it.

Weed made a motion to approve the lease subject to the following modifications: 1) Page 2, Subsection I, to cite the public benefits from SCT; 2) that the $200,000 modification cap be included; and 3) that Section 10 be deleted. McMenamin seconded. Rapson said he would be abstaining because the lease dealt with the Development Authority. Motion carried 4-0-1.

09-02-04 Presentation by Fayette County Chamber of Commerce on TDK Boulevard
Jim Pace of the Fayette Chamber addressed Council, noting that at the last Association of Fayette County Governments meeting, the Chamber was asked to be a liaison on this issue that affected so many jurisdictions. Pace said he and Chamber Chair Mike Hofrichter had met with Coweta County, with Greg Dunn of the Fayette County Board of Commissioners, and with Mitch Seabaugh representing the state. Pace said all three entities expressed a willingness to work together to make the project happen.

Pace said this project had been in the works for over ten years, had been identified in the Fayette County Task Force assigned to look at traffic in the County and had been given one of the top two priorities, the other being the widening of Highway 74 South. Pace said the Chamber was asking the Peachtree City Council to take a leadership role in making this project a reality. They felt it was vital to the continued success of the Industrial Park. Pace offered the Chamber's support in whatever way they could assist the city and the other entities. Pace said he realized the city was also working to get Highway 74 South widened, and that was looking better and better. Pace said the TDK Boulevard extension would improve traffic between Coweta and Fayette, and was doable with all the entities working together.

09-02-005 Discuss Position on TDK Boulevard
Mayor Brown introduced the next related item, saying he initially had concerns about TDK Boulevard because he did not want to supercede the emphasis on widening Highway 74 South, which was still important. Brown said that there had been significant progress on Highway 74 South, with cooperation from state representatives to local representatives, leading to some major

breakthroughs. Barring anything happening to delay Highway 74, Brown said he had no problem with the TDK Boulevard project. He just did not want to create another problem.

Brown also expressed appreciation for Coweta County's support of the project. He said funding for the project was the number one concern, and Peachtree City's budget was very lean. A balancing act would be needed to prioritize the projects. Brown said he had mentioned to Greg Dunn that they would probably be approaching the County for some funding assistance. Brown said he had previously written to Commission Chairman Dunn and to Mr. McGuffey in Coweta, and he would like to change that document and, with the progress and spirit of cooperation on Highway 74 South, he would be willing to go with the TDK extension at this time.

McMenamin said the TDK extension, which was now being termed the Coweta-Fayette Connector, had been an opportunity for Peachtree City for many years. She said she felt if Peachtree City could have built this road, it would have been done five years ago, but now they were about five years behind the curve.

McMenamin said the recent AFCG meeting included representatives of Coweta County, and she knew Fayette County stood solidly behind the project. The next AFCG meeting would be in October, and she asked Council to sign a resolution to be forwarded to the other entities in the County and then to the Coweta County Commissioners. McMenamin noted that there were many funding opportunities because the two counties were working together. She said it did not have to come out of the DOT monies and would not affect Highways 54 or 74 because Coweta was under a different region with different funding mechanisms.

McMenamin made a motion that Council sign the resolution to be forwarded to the other entities in the record. Brown pointed out that there was currently not a draft available. Basinger said it would be a standard resolution of support. McMenamin said the final version could be presented on September 19, but she wanted a vote of support tonight. Brown said he had seen a draft, but none of the other Council Members had seen it. McMenamin said Chairman Dunn had called her the previous day asking where the resolution was and saying the County Commission was ready to make some commitments or hold discussions about it, but would like to see Peachtree City's commitment first.

Brown asked if the document could be introduced that night. Basinger said it would be a standard resolution that could be forwarded for their signatures the following week. Brown seconded the motion. Tennant said he had no problem with that process, and that their intent was to be the supportive of the project, as he had been for a long time. Tennant noted that Coweta County had committed $1 million to the project. He was in favor of signing off on the resolution as fast as possible. Brown also noted that State Senator Mitch Seabaugh had done a tremendous job in putting the project together. McMenamin asked staff to send a letter of thanks to both Senator Seabaugh and Chairman Dunn for their efforts on this project in meeting with DOT and the Chamber. Brown added that Senator Seabaugh had addressed his original concerns on the problem as well. Brown noted that the city had also received several letters from industries on Highway 74 South, and the City was very aware of the problems there and would be looking at it. McMenamin concluded by commending the teamwork and the regional solution that had gone into this problem. Motion carried unanimously.

09-02-06 Discuss Position on Stallings Road Improvements

Brown mentioned that Council had on the dais a letter from Jerry Cobb of the Airport Authority and a letter from Lee Hearn of the Fayette County Public Works. Airport Authority Chairman Cathy Nelmes addressed Council, saying the authority desired to have Stallings Road paved to open up some current hangar sites and to provide access to some land the Authority was looking to acquire. Nelmes referred to a letter from Airport Manager Jim Savage to City Manager Jim Basinger outlining several things that needed to happen in the process.

Nelmes said they would like to get the design completed and have the City Engineer review and approve it. That was something that could be underway immediately. Nelmes also asked the city to consider making Stallings Road a city project so the County, who was supportive of the project, could provide the equipment and labor for the project. Nelmes said they might also be able to get state funding, although not LARP funding, and she did not think the project would cost the city any money.

Brown said he did not want to interrupt the LARP paving schedule or incur a cost for the city. He said he thought the project would not do either due to the way the Authority had worked things out. Brown said he was also concerned about the city's agreement with the Authorities, but felt progress was being made. Brown said if he could get a commitment from the Authority to work with the city, that would be fine. Nelmes said absolutely. Brown said he would like to see a definitive statement from the County that funding would come out of the County budget, not the Peachtree City budget or the Peachtree City LARP funds. Nelmes said she would love to have that as well, and that was why she could not say definitively that it would not cost the city, but she did not think it would. Brown said he had brought it up on three different occasions, but they still did not have a letter from the County saying this would not affect the city's road program. Nelmes said she did not think Mr. Hearn would be able to write a letter binding the commission, and Brown agreed the letter would need to come from Chairman Dunn.

Savage said he had talked to Hearn, County Administrator Chris Cofty and Peachtree City Public Services Director Colin Halterman, and he understood the usual practice for the LARP projects was for the city to submit to the state a list of streets in the fall, indicating how much funding was needed. Then the state responded with how much the city would receive, and the city prioritized the paving list according to that figure. That list was then submitted to the County and an agreement was reached as to how much work the County would do. The Commissioners would pass that, and then it would come back to Council for approval. Finally, Hearn scheduled the paving according to the approved list. Savage said he talked to Hearn that day and, because Stallings Road would not be a LARP project, which was only for resurfacing, Hearn had said there was another fund the state had for actual construction projects. The same process would occur if the city adopted the project as a city project. The City would apply for the funding, the state would indicate the funds available, and then the request would go to the County and an agreement would need to be reached. Savage said the Authority then agreed to pick up the costs not covered by the State or the County's labor, but the process had to take place. Savage said

County staff had indicated they could not commit for the commissioners, and there could not be a letter of commitment until the process reached the point of an agreement between the city and the County. Savage said currently, the authority was asking for Council to say they would move forward on the project and turn it over to staff to begin the process.

Nelmes added that, if at any time during the process it looked like the city might incur costs, then they would go to a Plan B or Plan C to address that issue. Brown said that if the city applied for the funds, there was a required match from the governing body of a specific percentage. Nelmes said she certainly was not asking the city to sign any such commitment. Rapson said the discussion was circular, and that his position was to go ahead and instruct staff to request Fayette County's assistance in the construction of Stallings Road and to apply for the state funding for the project. Rapson added that the project was a revenue generator for the airport, and he was fully in favor of doing whatever needed to be done on behalf of the city, as well as asking Fayette County, to get the project underway as soon as possible.

Basinger commented that there were both LARP and local funds for the annual resurfacing program, and there was an agreement with the County for the projects. He said staff would draft a separate agreement for Stallings Road. Basinger said the city had received state grants for every resurfacing project on unpaved roads in the city, and he did not see any problem doing so for Stallings Road. Rapson said the funding mechanism could also be included in the Hotel/Motel Tax agreement with the Airport Authority. Rapson made a motion to allow staff to continue with completing the road design and whatever was needed with the City Engineer, to communicate with the County in pushing the project through and asking for assistance, and to apply for funding from the state. McMenamin seconded. Motion carried unanimously.

Brown thanked Nelmes for the Airport Authority's cooperation with the city. McMenamin said she hoped in the future, before the Mayor stopped a project that was Council related, that it come before Council for everyone's consideration. The Mayor said certainly.

09-02-07 Discuss Ethics Matter Raised by Mayor Brown

Brown referred to the complaint letter he filed on himself, and asked Tyler to review the procedures. Tyler said earlier in the year each of the Councilmembers selected two representatives to serve as Ethics Board Candidates. She said she had their names for a drawing, with the exception of Rob Rothley, who recused himself prior to the drawing. Tyler said each Councilmember would draw one name from the box, and then the Mayor would draw two additional names to serve as alternates.

Tyler had each member draw from the box of names, reading out the names as they were drawn. McMenamin drew Barry Amos, Tennant drew Frances Meaders, Brown drew Steve Fraas, Rapson drew Iola Snow and Weed drew Bill Webster to serve as the Ethics Board on the complaint. Then Brown drew the alternates, first Rob Williams and then Ann Matwick. Tyler said the City Clerk would contact the members the following day and schedule the hearing.

09-02-08 Discuss Charter Change Relative to City Attorney and City Solicitor Position

Brown said Council had discussed the possibility of splitting the two positions in order to save funds in the future, but the charter would have to be changed before they could bid those positions separately. McMenamin asked when the change would go into effect, and Lindsey said since it was a charter change, the soonest it could happen would be October 18. Tennant made a motion to ask Lindsey to develop the charter change to make the City Attorney and City Solicitor positions separate. Rapson seconded. Lindsey asked if they would allow it to be a permissive change, to allow it to be the same person or separate people. Tennant amended the motion and Rapson accepted the amendment. Motion carried unanimously.

09-02-09 Amendment to Peddlers/Solicitors Ordinance

Lindsey said the city currently had an ordinance in place requiring those going door to door to register with the city. Certain individuals were required to pay a $25.00 per person per day fee, while others, such as religious and political groups, were excluded from paying the fee. The Supreme Court of the United States recently handed down a decision that would negate the existing ordinance, so Council had before them a revision to the Ordinance that would comply with the Supreme Court decision. The ordinance defined who was a peddler and who was a solicitor, and did not require 501C3 forms to register. Lindsey noted that there might need to be some additional changes to the "non-profit" definition, but he recommended passing the wording before them that evening. Lindsey said it could be changed in the future if it became an enforcement problem, but the goal was not to make it too cumbersome. Lindsey said the other change was to try to gear the hours of allowed solicitation to daylight, for the safety of both the residents and the solicitors. Lindsey said solicitation was prohibited on Sundays. The ordinance was as restrictive as possible to try to protect the citizens from unscrupulous individuals, but to allow the businesses just trying to make a living to do so.

Brown asked how the city checked on solicitors. Lindsey said staff and the Police Department had some ability to verify, but the city could not guarantee that it was not a scam. Tyler added that solicitors had to have a valid Georgia picture ID, or else they had to go to the Police Department, who then ran a check and signed off on the solicitors permit. Weed said he had a concern about Section15-5 (2), with the time restrictions on religious or political solicitation. Lindsey said that was permissible under the previous Supreme Court rulings, and the most recent decision did not address that particular element. Lindsey said the current ordinance was more restrictive, but this one allowed solicitation until 8 PM in the summer, and until 6 PM in the winter. Lindsey said the city had a legitimate interest in protecting its citizens from criminal activity, and he believed those restrictions would stand up in court. Lindsey said with the current case law, he was comfortable with the wording.

Tennant said Council received a lot of complaints about fliers on mailboxes and residents asked how they could stop that activity. Lindsey said that was also covered because businesses doing that had to register. Lindsey said the amendment allowed the homeowner to put up a "No Soliciting" sign that should cover leaflets. Lindsey said the matter had been discussed for many years, and there were difficulties because religious and political speech were protected. Lindsey said if someone were abusing the right, the city could address the individual abuser. Lindsey said the reputation for affluence in Peachtree City, with houses close together, made it a very attractive location for that type of activity. Tennant asked if the flier distributors had to have a daily license, and Lindsey said yes, and Code Enforcement tried to keep up with it, but it wasn't always possible. Tyler said if residents called about a business leaving a leaflet and the business had not registered, then staff followed up for retroactive payment of the fee.

Tennant said he felt the $25 fee was not high enough. McMenamin said raising it would make it hard on small, local businesses trying to make a living. Tennant said he received three to four calls a month on this issue and was looking for a way to address the concerns. Rapson noted that the city would do a revenue and fee comparison with surrounding areas the following year, and Council could look at it then.

McMenamin made a motion to make the proposed amendments to the Peddlers/Solicitors Ordinance. Weed seconded. Motion carried unanimously.

09-02-10 Consider Changes to the Adult Entertainment Ordinance

Lindsey said Federal cases this summer impacted the ordinance, granting the right of appeal to Superior Court and keeping personal information gathered on such a business confidential. Lindsey said the second issue seemed to fly in the face of the Open Records Law, but he had tried to balance the two conflicting areas of the law by saying the information would be disclosed subject to the Open Records Law. Lindsey said the ordinance revision required the city to notify the individual about whom the information had been requested, saying the information had been requested and who had requested it. Lindsey said that gave the individual an opportunity to take whatever appropriate action they felt necessary to protect themselves from harassment.

Weed made a motion to approve the amendments. McMenamin seconded. Tennant said, for clarification, the amendments were to Sections 10-36 and 10-126. Weed amended his motion, and Tennant seconded. Motion carried unanimously.

09-02-11 Update on LOST Renegotiation.

Basinger said state law required the formula for distributing Local Option Sales Tax (LOST) revenues to be updated every ten years following official release of the U.S. Census. To this end, the mayors and city managers of Fayetteville, Tyrone and Peachtree City met to discuss the upcoming LOST negotiations with Fayette County and to attempt to reach consensus on what formula the city should pursue with the County for dividing the LOST collections. A number of options, such as a formula based solely on the population, or on the digest, or a combination of the two, as well as other possible options, were discussed. The current formula was based on a combination of digest and population. After much discussion, it was the consensus of the mayors and city managers to retain the existing formula and percentages for the next ten-year period.

Basinger said Peachtree City, as the largest municipality in the County, and the County, were designated to sign the appropriate form that is forwarded to the state each year. Thus it was Peachtree City and the County that must reach agreement on the formula. However, the other cities would, as a minimum, receive a per capita share of the LOST.

Basinger reviewed the history of the current formula, saying that Peachtree City and Fayette County were designated by state law to sign the form containing the formula split submitted to the state each year. If the form was not updated annually, the state used the latest form on file for LOST distribution. Basinger said the current formula was negotiated in the 1980s, and expired in 1993. For whatever reason, it was not renegotiated in 1993, and the County had continued to use the formula and accompanying percentages to this day. This was because the County elected not to send a revised form to the State Department of Revenue each year, although Peachtree City initiated that form and submitted it to the County. Basinger said the reason the form was not updated was because most of the growth in the County during the 1990s was taking place in the municipalities, particularly Peachtree City. The County knew that, if the existing formula were updated each year, the County would continue to receive less LOST funds each year. As a result, by not sending in an updated form each year since 1993, the County gained about $3.1 million in additional LOST revenues, while Peachtree City lost $2.6 million, Brooks lost $18,763, and Fayetteville lost about $1 million. Tyrone actually gained about $43,000.

Basinger said that over the years, the cities had no problem with the current formula. However, they had a problem with the fact that the formula was not updated each year with current digest and population statistics during a period of significant growth in the cities.

Basinger then reviewed the current percentage splits under the static 1993 formula. Brooks received 0.59%, Fayetteville received 11.36%, Tyrone received 4.91%, Peachtree City received 35.64%, and the County received 47.50%. Basinger said now the major growth was projected to be in the County, and the County wanted to change its portion to 50%. Basinger said the city should strongly object to this increase. He reiterated that it was the consensus among the mayors and city managers that the current formula remain in place for the next 10-year period, and the current percentages remain static for that time. Then the County's share would not be increased, allowing the cities to recoup some of the funds lost over the past decade. To this end, Basinger said staff recommended that Council adopt the resolution in their books endorsing the continued use of the 1993 LOST Distribution Formula and percentage splits, and that such percentages remain static for the next 10-year period. Basinger said it was his understanding that the Councils of Tyrone and Fayetteville would be considering similar resolutions. Basinger then asked the City Attorney to address the legal ramifications of the city and County failing to reach agreement by year-end.

Lindsey said under the law, the cities and counties were requested to renegotiate and submit a new formula dividing LOST proceeds that would be okay for 10-years. Once every 10 years after the Census, a formula had to be submitted. Lindsey said if it were not submitted by the December 30 deadline, then effective January 1, 2003, Fayette County and the cities could no longer collect Local Option Sales Tax until an agreement had been reached. Lindsey said it was up to Peachtree City and Fayette County to enter into the agreement. Lindsey said he had heard rumors that the County thought they could convert to a Home Owners Sales Tax (HOST), through which the County would get all the money. However, that conversion could not occur until the legislature approved it and it was adopted through a referendum. So realistically, it would probably take 12 months to put that into effect. Lindsey said presently the LOST collection in the County was about $18 million per year, so there was a huge risk and a huge amount of money at stake.

Brown added that LOST was the largest source of revenue for Peachtree City, and Salvatore confirmed it was over $6 million per year. Brown said there had been a meeting with the County and municipalities, and the County gave a presentation. Brown said he spoke up and said he would like to keep things the way they were, and no one expressed disagreement. Brown said Dunn had indicated there might be some minor modifications, but Brown felt the 50-50 split was not minor and would be a $400,000 per year loss to Peachtree City. Lindsey said he felt it would actually be worse than that because in conversations he had had with representatives from Fayetteville and Tyrone, they indicated they would not sign a 50-50 split agreement. If they did not sign, they would automatically get a pro-rata share based on their populations, and due to population growth in Fayetteville, they would get an increasingly larger share of the pie. So Peachtree City would be impacted by the sister cities as well. Tennant asked if Fayetteville and Tyrone had no vested interest in signing the agreement, and Lindsey clarified that applied only to the 50-50 split proposed by the County. Tennant asked about Basinger's figures on what the County gained over the past decade. Brown said the County held to a formula during Peachtree City's growth, and Peachtree City could not reap the benefits of that growth in LOST. Brown said now the position was changing, and the County was about to have significant growth, and the city was asking, in the name of equity, to give the cities the same type of arrangement that the County had during the 1990s.

Tennant asked if it would go to arbitration or mediation if no agreement were reached. Lindsey said there was nothing forcing the entities into arbitration, but the hammer was that agreement had to be reached by the end of December or the funding would be lost.

Brown noted that DeKalb County had implemented a HOST, which worked great while the economy was good, but was now a real problem, and the chairman of the DeKalb County Commission now said adopting the HOST was one of the biggest mistakes they had made. Lindsey said that entities were really all at risk being too dependent on a funding source, whether LOST or HOST, that could be so easily impacted by the economy. Tennant asked what percentage would be needed for the city to break even. Basinger said the current percentage was what was needed.

Rapson said he thought it was fair to say that, if no one signed and the LOST revenue source went away, the only way to make it up was to double the millage rate. Tennant asked if the County had a large reserve fund, and Brown noted that the County also had a substantially larger budget. Basinger said that to give up an $18 million revenue source would be political suicide. Brown added that the County Commissioners voted 5-0 in support of the 50-50 split, which was surprising.

McMenamin made a motion to sign the resolution supporting the current formula and percentages. Rapson seconded. Motion carried unanimously.

09-02-12 Consider Petition to Discuss and Vote on Payment of Rapson Ethics Violation Legal Fees by the City

Brown noted that Council had before them on the dais a September 5 email from the City Manager regarding a legal opinion from the City Attorney. Brown added that the item would not be a Public Hearing. Brown said the city requested and received a third party legal opinion on the matter, and the opinion was that Councilmember Rapson was entitled to having the legal fees paid. Brown said the City Attorney also confirmed that opinion. McMenamin said she had received numerous questions on this matter from citizens, only one of whom was listed on the petition received by the city, and that was why she requested the opinion. Council agreed that, in light of the legal opinion, Council had to uphold it.

Council/Staff Topics

Weed said he wanted to clarify some apparent confusion that occurred. He noted that Alison Chambers had expressed an interest in applying for the Development Authority. He said that, although he had no recollection of the request, Ms. Chambers indicated she had asked him to notify her of the deadline for those applications and he failed to do so and took full responsibility for Ms. Chambers not having her application submitted on time. Weed said Ms. Chambers did not want to pursue the issue further, but he wanted to make a note of the situation for the record.

Basinger said there would be a Special Called Meeting at 7 PM on September 10 to discuss Golf View Drive.

Basinger also noted that the city would hold a Commemorative Event on September 11, 7 PM at the Amphitheater.

Weed made a motion to recess into Executive Session to discuss a personnel matter. Tennant seconded the motion. Lindsey said he also had an update on a legal matter. Weed amended his motion to include the legal matter and McMenamin seconded. Motion carried unanimously.

Executive Session

Brown moved to reconvene into open session at 11:10 p.m. Rapson seconded. Motion carried unanimously.

Tennant made a motion to accept changes to the City Manager severance agreement discussed by the City Attorney. Brown seconded. Motion carried unanimously.

There being no further business to discuss, McMenamin moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 11:15 p.m.

Betsy Tyler, Deputy City Clerk

Stephen D. Brown, Mayor

City of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
September 10, 2002
7:00 p.m.

The City Council of Peachtree City met in a special called meeting on Thursday, September 10, 7:00 p.m., in the City Hall Council Chambers. The purpose of the meeting was to discuss the Golf View Drive traffic calming devices. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Old Agenda Items

09-02-07 Selection Ethics Board – Final Candidate and Alternate

Deputy City Clerk Betsy Tyler told Council that five names had been drawn per the ordinance for the Ethics Board on September 5, and two had been drawn as alternates. However, three of those chosen were unable to serve. Of the three remaining in the pool, one had recused himself on this case. Tyler recommended that the Mayor draw both remaining names, with the first to serve on the board and the second to serve as the alternate. Council agreed. Brown drew Allison Moore's name first and Terry Garlock's name was the second drawn.

04-02-06 Discuss Golf View Drive Traffic Calming

Brown told those attending the meeting that no action would be taken. Council wanted to hear comments from both sides and he asked those who spoke to try not to repeat points. He reminded those attending that Golf View was a pilot program. He limited individual comments to three to four minutes per person. He asked if there were any objections to having Dr. John Henahan and Curt Wagner represent the opposition. Brown continued that most points would be covered in their presentation and it could take 30 minutes on its own. If anyone had anything new and relevant to the situation after the presentation, they could comment. Those who were in favor of the traffic-calming devices would then be given equal time and should also limit comments to three minutes.

Bonnie Harps asked for a summary of why the devices were installed.

City Engineer Troy Besseche told those attending that the City had received numerous complaints and in the past had dealt with the complaints on a case-by-case basis. The City had been reactive and had now decided to become more proactive. The result was a neighborhood traffic-calming program. The program was presented to Council during its retreat in March and it addressed some of the residents' concerns. The program established standards for a traffic-calming program, identified streets, and addressed public involvement in the process. Council endorsed the program and discussed the concerns of residents from Golf View.

Besseche continued that Council approved the first phase of the Golf View pilot program at a subsequent meeting. Offset speed humps and four-way stops were installed. The second phase of the program was in response to comments made by residents about the Phase 1 improvements, which included weaving through the speed humps and crossing the yellow line. The height of the speed humps was raised to four and one-half inches, the speed humps were extended across both lanes of traffic, the speed limit was lowered to 20 mph, and additional stop signs were installed.

Curt Wagner, John Feenaghty, Neal Lattamore, and John Henahan were introduced as those representing the 750–plus residents who signed a petition against the traffic-calming devices on Golf View. Wagner thanked staff for their assistance and Tennant for arranging the meeting.

Henahan told Council and those attending the meeting they had tried hard to leave emotion out of the presentation (a copy of the Powerpoint presentation is included in the official meeting file) and to just present the facts. He thanked the residents who asked for the traffic-calming devices. Henahan continued that he knew they wanted to feel safe on their street and this was not a condemnation of their actions. The issues addressed in the presentation included emergency vehicle response times, air quality, noise pollution, compliance with Americans with Disabilities Act (ADA) costs, and liability issues.

Points made in the presentation included concern that the the times of emergency response vehicles were profoundly affected by the traffic-calming devices, acceleration and deceleration of vehicles was the most polluting way to operate motor vehicles, vehicles were noisier when starting and stopping than when cruising, and vehicle and personal injury claims would increase. Henahan also discussed the cost of traffic-calming devices and said that roads with speed humps suffered more damage than other roads according to the state Department of Transportation (DOT). Henahan continued that the devices might not be in compliance with the Manual of Uniform Traffic Control Devices (MUTCD). He said the speed limit violated state law and that the street did not meet the warrants set by the City for traffic-calming devices. Henahan addressed each warrant and provided information on the figures provided.

Henahan continued that those opposed to the traffic-calming devices requested the City come into compliance with the MUTCD as required by state law. They requested a moratorium on vertical deflection devices on City streets that were primary response routes, an agreement to place large notifications about traffic-calming devices, and a requirement that traffic-calming measures comply with the MUTCD. They also requested that traffic-calming measures be funded by the residents who requested them. They felt it was not appropriate for taxpayers to pay for them.

Henahan said the traffic-calming strategies were fraught with potential problems. He asked Council not to penalize 97% of the drivers who traveled on Golf View because of the three percent (3%) who violated the law. He said that three percent would violate the law no matter what.

Residents who spoke during the meeting included John Merrick, Curt Wagner, Sandra Davis, Dominic Scartz, Janice Ketsche, Mike Cronin, Doreen Blackman-Helmen, Pete Fritts, L. Goodman, Janet Brown, Mike Byrd, Marilyn Smith, Skip Mason, Nell Wagner, Janet Perello, Ralph Berger, Owen Cook, Kevin Forkin, Christi Dadez, and Roberta Kirk.

Points made by those who spoke included:

- Calculations regarding the time and distance and concern about critical time being lost in case of medical emergencies. If the City could control speeders, people would be happy.
- 38 stop signs on a one-fourth mile stretch of road. City told them "no" when they tried to get a "Caution Children at Play" sign.
- People can now back out of their driveways without worrying about getting hit, difficult to see cars coming over the hill, no golf cart paths on Golf View
- No simple solution, concern for bus stop on Golf View because of speeders and poor sight distance
- Safer feeling regarding use of golf carts on Golf View now because of stop signs, traffic has increased 300-fold during last 15 years
- Can mow grass now without worrying about getting hit, 20 mph might be too slow
- Statistics don't include mailboxes that were knocked over. His had been knocked over four times and his lawn had been damaged by people trying to avoid accidents several times
- 20 mph speed limit had always been posted at Thrill Hill, but had always been ignored
- Concern expressed regarding children who live in the area, especially since there was no cart path in the neighborhood
- Former Golf View resident had his mailbox destroyed once and his neighbor had replaced mailbox five times, traffic-calming devices might be excessive, but well worth the price
- Stop signs and speed bumps ugly and affect property values, but need a logical, workable plan to obey speed limit
- If everyone obeyed 30 mph limit, there would be no problem. Drivers only lost about 10 seconds because of devices so time was not that critical
- Had two accidents one day after the other and both 16 year-old drivers ended up in her yard at a tree, a lot of property damage
- Wife had almost been hit several times trying to turn into driveway
- People traveling at 30 mph can stop for a child or elderly person in street, asked opposition to think about how they would feel they lived on the street

Tennant said people needed to understand the reason the traffic-calming devices happened, which was safety. Council's job was to protect the health, safety, and welfare of the public. It was also Council's job to listen and this meeting was called to allow people to vent. He continued that Council wanted to be fair, but everyone would be a little bit unhappy no matter what was done. Sometimes there had to be a reasonable compromise. Golf View was a work in progress. Priority one was safety and children and that was foremost to anything. Tennant said he had questions about some of the legalities discussed. The City needed time to work everything out. Council was trying to be a good steward of the community and to do the right thing. He asked the residents attending to "cut Council some slack" as they tried to look out for the interests of everyone.

Rapson noted that he was as irritated as everybody else at first, and then realized the devices were just an inconvenience. Golf View was a residential neighborhood and should have the same quality of life as his neighborhood. There were issues Rapson wanted staff to look at, but Golf View was one of the oldest and most unique streets in the City. Council would look at everything. Rapson did not think everyone would be happy, but a majority of the problems might be solved.

McMenamin emphasized that the bottom line would be safety. She had concerns about the speed humps from the beginning and she asked the residents to show extreme courtesy to those who live on Golf View. There had been over $1,340 in damage to the signs and humps. She reiterated the bottom line was safety.

Brown said this was a moment when he did not like being on Council. Golf View was a poorly engineered piece of road with hills, sharp curves, and no sight distance. It combined all of the worst elements of a road. Council had tried to come up with something to help and had listened to the pros and cons. Brown continued that they could not please everybody. A plan was developed and speed humps were staggered, then people crossed the yellow line to avoid them. It was an absolute no-win situation. He asked those attending to be cognizant of children and senior citizens when they drove through the neighborhood. There were changes that could be made and the situation would be discussed with staff. Council would come up with solutions and try to be mindful of everyone's position.

Tennant moved to adjourn the meeting. Rapson seconded. The motion carried unanimously.

There being no other business to discuss, the meeting adjourned at 9:05 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
September 19, 2002
7:30 a.m.

The City Council of Peachtree City met in a special called meeting, Thursday, September 19, 2002, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:30 a.m. Other Council Members present were: Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Brown explained the purpose of the meeting was to consider the millage rate for Fiscal Year 2003. Brown noted no one from the public was present and asked any Council Members if they had any questions. There was no comment. Brown announced the next public hearing would be held that night at 6:30 p.m.

Rapson moved to adjourn the public hearing. Weed seconded. The motion carried unanimously. The public hearing adjourned at 7:35 a.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

City Council of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
September 19, 2002
6:30 p.m.

The City Council of Peachtree City met in a special called meeting, Thursday, September 19, 2002, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 6:40 p.m. Other Council Members present were: Steve Rapson, Dan Tennant, and Murray Weed.

Brown explained the purpose of the meeting was to consider the millage rate for fiscal year 2003. Salvatore gave a brief Powerpoint presentation on the millage rate. He noted this was the second of three public hearings required by law when the millage rate was not rolled back. Salvatore said the proposed new millage rate for next year was 4.703, which represented a nine percent (9%) increase over the current rate of 4.315 mills. The additional .388 mills would generate approximately $538,000 more in revenues.

Salvatore continued that the combination of expense increases and revenue decreases accounted for the tax hike. Increased insurance costs were a major factor impacting the budget. Salvatore pointed out that property and casualty insurance costs went up 106%, largely due to September 11. Worker's Compensation costs went up 46% and health insurance cost rose 62%. Pension costs increased 39% and the Public Safety Early Retirement Plan was a new addition to pension costs. There was a decrease in Revenue Sources. Impact fees were starting to go away and were projected to decline by 19%, or $80,000. The Industrial Tax Base was taking a big hit. There was a $14 million decrease in personal property (equipment and inventory) due to plant closings and cutbacks. There had been a shortfall in Hotel/Motel taxes since September 11 and that was a national trend. Interest earnings had been extremely low for most of the fiscal year and were expected to remain low.

Salvatore continued that the impact of the sales tax holidays was not known yet and the City was currently renegotiating the LOST (Local Option Sales Tax) formula with the County. Long-term plans were to increase the millage rate gradually over a period of time to offset trends, avoid a steep millage rate increase in any one particular year, to continue to evaluate and monitor future budgets, and to carefully prioritize projects.

Salvatore showed a model of how the plan would affect homes valued at $200,000. In ten years, residents could expect to pay an additional $10 a month for taxes. He emphasized the numbers were just projections and everything possible would be done to avoid tax increases.

Gary Rower asked Salvatore if the projected millage rate increases reflected the assessed value. Salvatore said he assumed the assessed value of the homes would increase ten percent (10%) a year.

Tennant moved to adjourn the public hearing. Rapson seconded. The motion carried unanimously. The public hearing adjourned at 6:50 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City of Peachtree City
Minutes of Meeting
September 19, 2002
7:00 p.m.

The City Council of Peachtree City met Thursday, September 19, 2002, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Steve Rapson, Dan Tennant, and Murray Weed. Council Member Annie McMenamin was unable to attend due a family medical emergency.

Announcements, Awards, Special Recognition

Mayor Brown recognized eight year-old Josh Slepicka for heroism during a golf cart accident. Police Officer David Epps thanked Josh for his heroism and expressed the admiration of the officers who were at the scene of the accident.

City Hall Receptionist Linda Morton was recognized as the Employee of the Month for August.

Mayor Brown proclaimed September 17-23 as Constitution Week. Marjorie Lechner, Jane Trammell, Martha Stone, Sara Gilbert, and Marie Barr accepted the proclamation on behalf of the General Daniel Newman Chapter of the Daughters of the American Revolution.

Mayor Brown proclaimed September 15-October 15 as Hispanic Heritage Month. Marta McGlade read the proclamation in Spanish and Salvadore Gonzalez, Elsie Ramos, Anna Rosario, Betty Calderone, and Martha Manzo accepted the proclamation.

Tennant read a proclamation designating September 20 as Rick Lindsey Day in the City to honor City Attorney Rick Lindsey who recently resigned from the position after serving the City for 11 years.

Approval of Minutes

Rapson moved to approve the August 15, 2002, regular meeting minutes with corrections. Tennant seconded. The motion carried unanimously.

Consent Agenda

1. **Consider Appointments to the Planning Commission**
2. **Consider Appointment to the Development Authority**
3. **Consider Budget Reallocation for Council Expenses**
4. **Consider Implementing Plan Review Fee**
5. **Consider Compliance Testing Contracts with GMA**
6. **Consider Renovation Contract for SCT Building**

Brown moved to remove items 1—6 from the consent agenda. Weed seconded. The motion carried unanimously.

1. Consider Appointments to the Planning Commission

Tennant moved to approve the recommendation and re-appoint Robert Ames and Rich Schumacher to the Planning Commission for terms from October 1, 2002, to September 30, 2005. Weed seconded. The motion carried unanimously.

2. Consider Appointment to the Development Authority

Brown noted the appointment was for the replacement for Tom Farr, whose term ran through April. He asked Council if they wanted to consider continuing the appointment through for another term rather than going through the application process again in another seven months.

Weed commented that there had been an excellent candidate pool and he felt comfortable having the person continue on for a full term. Brown added that it took seven to eight months for a new person to come on board and feel comfortable on the job. Tennant asked if Council could legally continue the appointment for another term. Lindsey said that was within the discretion of Council and would be fine.

Brown moved to appoint Scott Formel to the unexpired term and the succeeding term and to appoint Todd Strickland as the alternate. Tennant seconded. The motion carried 3-0-1 (Rapson).

3. Consider Budget Reallocation for Council Expenses

Tennant moved that the $4,812 reallocation for Council operating expenses be provided out of Council Contingency. Rapson seconded. The motion carried unanimously.

4. Consider Implementing Plan Review Fee

Tennant explained this was a new $500 fee for commercial building plan review. He said he was uncomfortable with the fee and understood a person had just been hired to do this. He asked Building Official Tom Carty to elaborate on why a fee was needed.

Carty explained that the City's first ISO (Insurance Service Organization) inspection had been in 1997. The ISO rated building and fire departments. The City's rating was a number six category, which was low for a commercial and building department. Carty continued that was the best rating the City could get at the time because there was not an official plans examiner. A plans examiner was hired. The time spent on plan review by the Building and Fire Department had increased tremendously, especially with the bigger projects such as The Avenue and Wal-Mart. There was a lot of time and expense spent on plan review. Carty said he was routinely asked what the plan review fee was. The plan review fee was set up in the original paperwork for the Building Department, but had never been implemented because the expenses were not there. As the City moved forward, Carty wanted to ensure the City was able to support the staff that had to be hired without raising taxes. He said it was a small fee for commercial developers. Carty added he did not want citizens to think the fee applied to plans for homes or additions to homes. He clarified the plan review fee would be a charge for commercial development and would not be a burden on the general public.

Tennant noted Carty had said it was for large, big box complexes and apartment complexes. He asked how the proposed fee would affect the person who wanted to build a 2,000 square-foot restaurant. Carty answered the plan review fee would be for something coming out of the ground, not for restaurants that want to remodel or take another space. It would be for new structures.

Brown said the City had considered other things, such as an arborist, and the concern was how to create the funding mechanism to pay for the arborist. He said there might be fees associated with tree removal. He noted it was a gray area and something the City was considering.

Rapson said a plan review fee was a common fee found in many jurisdictions. It was a direct cost to the City to have a full-time plan review person. He moved to establish the fee. Weed seconded.

Tennant felt the plan review fee was an unwarranted tax on new businesses that would ultimately be passed on to the consumer and he was not in favor of it. Rapson said it was only for new businesses. Tennant said the City had gone 40 years without the fee and he felt it was foolish to implement it now.

The motion carried 3-1 (Tennant).

5. Consider Compliance Testing Contracts with GMA

Weed asked Lindsey a question regarding compensation in the contract. The paragraph read, "The City will agree to exhaust reasonable legal remedies available to collect the taxes identified as delinquent by GMA (Georgia Municipal Association)." Weed questioned what constituted a reasonable legal effort. Lindsey answered that had been discussed with GMA. He noted the GMA had entered into this agreement with other cities. Lindsey also discussed this with Paul Salvatore, the City's financial services director, because they were both concerned about the sentence. He explained the practical reality was that GMA had to work with all its member cities and they had to be somewhat trusting of one another. Lindsey said he only allowed the agreement to go further because the agreement was with GMA. Because of the City's relationship with GMA, Lindsey said he was not overly concerned. Salvatore added the sentence was originally added because some cities contracted for the services, but would pardon or excuse the fees when it was time to collect. Salvatore said that sentence forced cities to collect, rather to pardon the fees.

Rapson said he had talked extensively with Salvatore because he was concerned about the time period the audit covered. The audit went back about 36 months. The City would keep two-thirds of any fee revenue generated and the GMA would receive one-third of the revenue. There would be no additional expense unless the City decided not to pursue the collections. Tennant asked Rapson if he felt comfortable with the amount GMA charged for the service. Rapson said he thought it was high, but it was the going rate for this type of service and GMA had a good reputation. Rapson expressed concern over the number of hours that would be spent on the effort and Salvatore assured him the work would be monitored.

Rapson moved to authorize staff to enter into the compliance testing contracts presented. Weed seconded. The motion carried unanimously.

6. Consider Renovation Contract for SCT Building

Weed asked that, in the future, contracts and agreements be listed as separate items on the agenda.

Tennant noted the recommendation was to award the contract to someone other than the low bidder by just a few thousand dollars and asked why that recommendation had been made. Salvatore said the main reason was the low bidder needed an extra month or so to complete the contract. Salvatore explained this was a proposal as opposed to a bid and they were not obligated to go with the low bidder. There were other considerations. Tennant asked if there penalties for not meeting the date. Salvatore said there were liquidated damages if the builder did not meet the date.

Weed asked if the SCT contract was the standard AIA contract or if any changes were made. Lindsey said there were no changes.

Tennant noted that all of the bids were remarkably close, within $10,000, and that was not seen very often. Tennant moved to award the bid for the SCT renovation to Guthrie Construction of Fayetteville, Georgia, in the amount of $191,175 for 90 construction days. Brown seconded. The motion carried 3-0-1 (Rapson).

Old Agenda Items

12-01-02 Discuss Status of Rye Property

Rapson said he would abstain from the vote on this matter since he lived in the same neighborhood as the Ryes.

Brown moved to give the Ryes at 105 St. Andrews Square 30 days to comply completely with what was approved at the previous Council meeting regarding the variance request. If the work was not completed within the 30-day time period, City staff would be instructed to remove the wall located in the rear on City property, re-plant the area, and bill the homeowner. Weed seconded.

William Rye, owner of the property located at 105 St. Andrews Square, addressed Council. He noted that City Planner David Rast had visited his property that day. Rye continued that the City's berm originally encroached onto his property by five feet. He had someone from the City come out to his property and tell him what he could do. Rye said he had no reason to have a wall in the greenbelt and it was an honest mistake. If the wall came down, the berm had to be moved back about 20 feet. It was the City's berm and the City should take on that expense. The City's berm encroached onto his property and his wall encroached one foot onto City property. It was a first-class wall and there was also a drain system. Rye said he would donate the wall to the City to keep the berm off his property and he would never alter the wall. If for some reason the berm had to be removed, Rye said the wall should come down. Rye said he had spent more than $20,000 on the wall and the landscaping.

Rye continued he bought his home three years ago and inherited numerous problems. Rye said he was the one who came to the City to try to correct the problems. He wanted to correct the problems and not pass them on to future owners of the property. Rye said he was at the meeting to work with Council and asked Council to table the matter until the next meeting. He asked Council to visit his property and see the situation. He felt that would help them come to a happy medium. Rye went over the reasons why it had taken so long to comply. He had talked to contractors about two additions to his home and had put a freeze on his building plans until the economy improved. He also put a freeze on all of his assets. He said the contractor estimated the cost of the work in the yard at around $1,000, if the work was done when the addition was built. Otherwise, the cost would be $5,000.

Weed asked Rye how much time he needed to comply with the conditions set in January. Rye said 90 days would be more than sufficient. He continued that he had just spent $4,000 on the berm for plantings for privacy and for a drip system. He said he had complied with everything but moving the wall forward and preparing the documents, which could not be done until the wall was moved. Rye said he preferred to have until the end of January to complete the work. Tennant said everyone had issues with the economy. He felt it was not reasonable or fair to ask the City to wait. Rye said if he had a six-month window he could get things done. Rye said he was asking for as long as possible. He said he would sign an agreement that he would not sign a contract to sell his house until the wall was moved.

Weed said he was trying to compromise and suggested 90 days for compliance. Brown asked Rye what would happen if the economy did not turn around in 90 days. Rye objected to squeezing compliance in 30 days, but he already had eight months to take care of the problem. Rye said when it rained the berm caused the water to wash back in the yard. The drain system in the wall helped with the drainage and Rye originally believed the wall was on his property. Rye said he was asking for flexibility in getting the work done.

Tennant asked Rast to discuss his position. Rast said he met with Rye on a number of occasions about a proposed out building on the property. There was work being done on the back yard. Rast said there were drainage problems on the parcel and the berm was a rough pile of dirt that separated the property from the road. Rye had installed a retaining wall to get his property back and allow water to flow to the greenbelt off his property. Rast said he believed the encroachment was an honest mistake and a costly mistake. Rye had spent over $4,000 on plant material alone, and had irrigated and mulched the plants. The wall was built with a drainage system behind it to catch the water as it came off the berm. The water flowed through the landscaping. As a result, Rye no longer had drainage problems. Rast suggested Council might want to reconsider the part of the motion that Rye remove the portion of the wall that jutted eight feet into the greenbelt. Rast said he saw no reason to remove the portion of the wall that jutted eight feet into the greenbelt.

Brown asked if a survey of the property was done before the work was completed. Rast said there was no survey until Rye applied for the variance. Brown noted that letters had been sent to Rye regarding compliance on March 19, June 6, July 8, and on August 30.

Rye explained that when his house was built residential builders were allowed to bury their construction trash. The trash pit was located near the berm. There had been problems with water in the pit and mosquitoes. He dug up the trash and filled the pit in with rock.

Weed and Tennant asked Rast what he recommended. Rast said he did not see any merit in removing the wall after considering the damage that would be done by taking out the wall and replacing it with dirt. He said the landscaping would take over the berm in few years and felt undoing the area would do more damage than leaving it as it was.

Brown questioned if the City was getting in the habit of giving variances to the highest bidder and asked where the line should be drawn. It appeared as though as long as a certain dollar figure was spent then a variance was justifiable. Residents needed to have surveys done and call Code Enforcement first.

Rast said the money spent was out of the picture and his recommendation was based on the merits of the variance itself. The dirt pile caused the drainage issue that Rye rectified. Rast said his concern was where would the variances stop. He noted there had been a number of variances granted for deck encroachments. Brown noted that Rye had not followed through on requests. Rye questioned if the City was responsible since the City's berm encroached on his property. He asked what the difference was if he put the berm in and donated it to the City. Rast pointed out the developer put in the berm.

Michele Bradley of the City Attorney's office noted that she had several conversations with Rye and he had expressed his willingness to work with the City on this issue.

Brown restated his motion. Weed said he would vote against the motion and he was willing to give Rye time to resolve the problem. Tennant said he would support 90 days and asked if he would consider amending his motion to 90 days. Brown amended his motion to 90 days. Tennant seconded. Rye said he would make sure it was in the papers that neither the City nor the homeowner could alter the wall. The motion carried 3-0-1 (Rapson).

08-02-07 Consider Proposed Internal Road Connection from Maple Shade Subdivision (Crabapple Lane) to Adjoining Subdivision in Tyrone

Doug Dillard, attorney for developer Jimmy Halligan, addressed Council. Dillard noted they had appeared before Council several times and asked for time to address the memo prepared by the City Engineer. The three issues relevant to the connectivity issue were the emergency services benefit, the service delivery and level of service, and the cut through traffic potential. Dillard said they met with the Fire Chief, City Engineer, and City Planner and addressed the issues. They agreed the road connection was an advantage for access and evacuation in event of natural disaster, but an emergency services aid agreement was not necessary in that event. The developer agreed to clearly identify which entity provided emergency services in the sales agreement. The subdivision was redesigned to address the cut through traffic issue. A stop and a turn had been added so there would not be a direct cut through. Another issue was how Tyrone felt about the connecting road. Dillard said there was a letter from the Tyrone City Manager and copies of minutes. The rezoning was informally approved showing the connecting road. Dillard said they were willing to allow that the City's approval of the cut through would be subject to Tyrone's approval of the plan with a connecting road.

The subdivision was under construction in the City now based on the previously approved plan. Dillard asked Council to approve the modification subject to the developer receiving a land disturbance permit from Tyrone. Dillard continued that meant all the issues had to be taken care of before Tyrone would agree to the connectivity. Tyrone had not given any affirmative statement that they were against the connection, nor was there any written communication. He asked Council to allow the developer to amend the site plan to include the road connection. Dillard continued that he did not see the road connection as a detriment. The subdivision's residents would shop in Peachtree City and Kedron and the children would go to school at Crabapple School. The road connection made it a livable experience and Dillard asked the City to work with them in developing a quality subdivision.

Brown said his concern was not the road connection, but Tyrone wanting to do the same thing. He did not want to make Tyrone do something it did not want to do. He asked Halligan if he was willing to meet with both Planning Commissions in a joint session. Halligan answered yes. Brown said he wanted to ensure continuity up and down the street in both jurisdictions. Dillard said there would be continuity and it would be discussed with the engineering staffs in Tyrone and Peachtree City. Brown said he wanted the developer to appear before both Planning Commissions at the same time so questions could be asked and discussed. Halligan continued that Dogwood was the cut-off for the school district for Crabapple and the other students attended Tyrone Elementary. He said he wanted the subdivision to be good for all parties. Brown pointed out the school district could change and meander.

Rapson said he was not sure how the road connection would benefit Peachtree City. There was no official position from Tyrone and there were major concerns. The City's Planning Commission had agreed, primarily because of improved emergency service times; however, the memo from the fire chief stated there was no automatic aid agreement. Rapson was concerned about cut-through traffic. There would be more development north of the subdivision and people would use the road as a cut through. He said he was not comfortable approving the concept and wanted the two Planning Commission to hash it out.

Dillard noted this was not an unusual situation. An intergovernmental agreement could be worked out. He said he had difficulty understanding the problem and asked Council for guidance so he would know how to address the issues. He said the cut through traffic would not be that bad and would mean less time on the road. A cul-de-sac would cause other environmental burdens. He said the discussion was not about the benefits to Peachtree City, but there was no reason to deny the connection. It made logical sense.

Tennant pointed out that Council answered to Peachtree City. The City liked cul-de-sacs. Tennant continued that it came down to money, and a cut through road would enhance property values. People would shop in the City and go to school whether the road was there or not. They had to look at the negative aspects of cut through traffic to the City. Dillard said the traffic would be there and a connecting road would make it safer. Dillard pointed out it would be safer to have a connecting road than to require subdivision residents to come down Senoia Road to Highway 74. He said the issue was exclusivity.

Brown said one of the City's biggest headaches was using residential streets as collector roads and homeowners would not accept the additional traffic on the road. Dillard pointed out drivers would have to stop twice before getting to the City. Rapson said he favored an interjurisdictional cart path connection. Halligan pointed out that the process in Tyrone was no different from Peachtree City's. If there were a natural disaster, the road connection would be a plus. He said the amenity package for the subdivision would be in Tyrone and if Council did not approve the connection the residents in Peachtree City would not have an amenity package. Tennant said the amenity package was all supply and demand in the private sector. Halligan said Council was trying to find reasons not to approve the connection.

Brown moved no further action be taken until the Tyrone Planning and Zoning made a determination on said road. Rapson seconded.

Brown and Weed said a recommendation from Tyrone would make them feel better about any decision Council made. Weed also wanted to ensure the city limits would be clearly delineated. Brown asked Basinger to send correspondence to Tyrone regarding a joint meeting. Brown reiterated that Council would not act until Tyrone acted.

The motion carried unanimously.

Weed moved to support the concept of golf cart connectivity and to allow a golf cart connection in the area. Rapson seconded.

Brown pointed out that a 12 year-old with a parent could not drive a golf cart in Tyrone. There were some jurisdictional differences. Weed said those problems could be resolved with appropriate signage. He asked Halligan if he would provide signage regarding the golf cart laws. Halligan said he would if he chose to connect the cart paths. He said it would be all or nothing as far as he was concerned. The motion carried unanimously.

02-02-10 Consider Changes to Golf Cart Ordinance

Rapson explained that this change would allow an unaccompanied 15 year-old driver with a learner's permit to be accompanied by siblings.

Brown said he did not support the sibling idea. He did not think it was an enforceable ordinance. Brown continued that one of the merits of allowing 15 year-olds to drive was for it to be a stepping stone and a learning experience. Allowing siblings to ride in the golf cart could cause problems in terms of the learning process.

Tennant agreed the ordinance change probably was not enforceable, but said it was family-friendly. He moved to amend the ordinance as presented and written in the Council book. Rapson seconded.

Weed said the ordinance change concerned him, but he had to have faith in the parents of Peachtree City. He beseeched parents to make sure their 15 year-olds were competent drivers before allowing their younger siblings to ride with them.

The motion carried 3-1 (Brown).

09-02-08 Discuss Charter Change Relative to City Attorney and City Solicitor Position

Lindsey informed Council it could not take action on the charter change at this meeting and had to wait until October 17. Lindsey explained that currently the city attorney and city solicitor had to either be the same person or from the same law firm. The change would allow Council to separate the positions. If Council were to appoint the positions at this time, the attorneys must come from the same law firm.

Brown explained that there might be some financial benefit to separating the two positions since there might be a lower cost for the solicitor position. Lindsey said the charter change could be adopted after two consecutive meetings.

Weed said he understood his former law firm was interested in the city attorney position and said he would not vote on the appointment. He asked Lindsey if he should abstain from the vote on the charter change. Lindsey said voting on the charter change should not be a problem since it pertained to everyone.

Weed moved to begin the process of making the charter change. Brown seconded. Tennant asked if this meeting was the first of the two public hearing. Lindsey said anyone from the public could discuss the matter at this time, but the earliest the public hearings could be held would be October 17 and the first meeting in November. Lindsey added the hearings had to be advertised once a week for three weeks, then filed with the clerk of Superior Court.

Brown asked if the appointments could be made without having the charter change approved by Council. Lindsey said the appointments could be made with an effective date after the vote on the charter change. Tennant asked if this meeting could be considered the first of the public hearings. Lindsey said he did not know if there had been a legal advertisement of the public hearing and that was required before a public hearing could be held. Weed said since the advertising requirements were not met to have a public hearing, then Council should not have a hearing. The motion was made to begin the process and Council needed to "jump through the hoops" and follow the required procedure.

The motion carried unanimously.

New Agenda Items

09-02-13 Alcoholic Beverage License – NEW – Papaya Thai & Oriental Grill

Chun Sheng Chen and Ssu Chi (Samantha) Chen addressed Council. Weed moved to approve the alcoholic beverage licenses for Papaya Thai & Oriental Grill with Mr. Chen as the licensee and Ms. Chen as license representative. Rapson seconded. The motion carried unanimously.

09-02-14 Alcoholic Beverage License – NEW – Flower Drum

Paul Yang and Becky She addressed Council. Tennant moved to grant the Flower Drum an alcoholic beverage license with Paul Yang as the licensee and Becky She as the license representative. Weed seconded. The motion carried unanimously.

09-02-15 Public Hearing – Consider Amendments to the Land Use Plan Update

Rast briefly explained the Land Use Plan rezoning recommendations that were a result of several months of discussion on the Land Use Plan update itself. Council approved the Land Use Plan Update recommendations several months ago. The next step was the rezoning process on several parcels to either bring into compliance with the actual density of the existing development or to rezone in accordance with the Land Use Plan changes. Rast continued that several of the parcels were considered housekeeping and rezoning of those parcels was recommended. Numerous parcels throughout Aberdeen and Glenloch villages and the Industrial Park were included. Braelinn and Kedron would come later. Once the parcels were identified, it was discovered that hundreds of property owners were involved and would cost thousands of dollars to properly notify the property owners. Staff went back to Planning Commission and withdrew many of the initial requests. Many of the properties Council was to consider were City-owned and were being rezoned from a variety of uses to Open Space (OS). The adjoining property owners had been notified by certified mail and the property owners within 200 feet were notified by first class mail. The properties had been posted and advertised and staff recommended Council approve the rezonings.

Frances Meaders said she attended the Planning Commission meetings and was concerned about the OS classification. She said the classification was used for all City-owned property and noted the City Hall building was not really open space. She was specifically concerned with the Willow Creek Open Space between the Willow Creek subdivision and Hip Pocket Road. She pointed out the property had always been part of Lake Peachtree subdivision and was really a piece of greenbelt. Meaders said it did not need to be rezoned. A cart path had been built through it and a sewer lift station had been built. It needed cleaning up, but she saw no purpose to rezoning it. The preliminary statement for open space said it should be left open and was for the protection of wildlife, but it also included permitted uses and conditional uses. She said she was not objecting, but she lived within 200 feet and never received notice. Meaders noted that cemeteries were permitted uses, but only if they were at least 10 acres in size. She added the Whitlock Cemetery (located on Northlake Drive) was on the list for rezoning to Open Space and it was not 10 acres. She also did not think the Bethlehem Church had 10 acres. Brown asked Meaders if rezoning the Willow Creek area from R-1 to OS would be negative. Meaders said she knew a house could not be built on the property if it remained as R-1. She saw no problem with the rezoning, but did not understand why they were doing it. She added that if she had not received a letter, then the rezoning was not legal anyway.

Rast noted that according to the County's GIS information, Meaders did not live within 200 feet of the Willow Creek open space.

Vern Darley noted he was representing Frank Cawood and Associates at 103 Clover Green, the property that adjoined the old Leach fire station site. The Planning Commission recommended not changing the parcel and his company agreed that the parcel should remain zoned Light Industrial. Brown clarified that the parcel to be rezoned was actually the new fire station site, which was also located within 200 feet of 103 Clover Green. John Dufresne pointed out the sign was placed at the old Leach station site, not on the new site. Brown noted the parcel had originally been considered for rezoning, but was later withdrawn.

Lindsey agreed with Meaders and said if Whitlock cemetery was not 10 acres, then it should not be rezoned to OS. He said he would have to look at that. Brown asked if the cemetery could be a grandfathered situation. Lindsey said he did not know right now and asked Council to hold Whitlock cemetery until he could look at the issue and determine if the cemetery could be grandfathered. He said he did not know the answer to that and did not want to risk the other rezonings if this one was illegal. Weed asked about Bethlehem Church cemetery. Rapson said he would pull that one out and would not include it anyway since the church was opposed to the rezoning. Rast pointed out the City had received letters from many churches opposed to the rezonings and those properties were not included in the list of rezonings.

Rapson moved to approve the Land Use Plan Update recommendations for rezonings with the exceptions of Aberdeen Village #7 (Whitlock Cemetery) and Industrial Park #2 (Bethlehem Church Cemetery). Tennant seconded.

Tennant said most of it was public property, but pointed out that Westminster Cemetery was a large, privately held business. Rapson said they were notified by certified mail and if the owners had opposition they would have attended the meeting. Tennant said he felt uneasy about changing the zoning of a major business without a representative in attendance at the meeting. Rapson said they could still continue their business under the OS category. Darley pointed out they sold vaults and caskets and provided more than just cemetery plots. Brown asked if it was actually a storage facility where they kept things they needed for their business or was it an actual commercial entity. Tennant asked if Rapson would be willing to include Westminster Cemetery in his motion so someone could contact the owners and discuss it. Rapson noted the owners had been notified of the rezoning.

Tennant said there might be restrictions about selling items in OS zoning. Lindsey noted the present zoning of the cemetery was Estate Residential (ER). Rapson said if there was a problem with cemeteries in the OS zoning, then the cemeteries could be taken out of the classification. Tennant asked Lindsey if it was permissible to sell goods in property zoned OS. If not, Council needed to correct it. Lindsey was looking at permitted uses for ER and cemeteries were permitted with setback requirements. If the purpose of the rezoning was to make the uses match the zoning, then Westminster Cemetery already fit the bill. Lindsey noted that anytime Council had tried to rush through things mistakes were made. Lindsey said Tennant's recommendation was a prudent course of action and Westminster should be excluded from the rezoning. If it was found the cemetery needed to be rezoned, it could be done at a later date. Lindsey agreed with Rapson, however, that the owner had been notified and it was not the first time a property owner had been notified yet failed to attend the meeting. He said there was no harm in withholding the rezoning.

Rapson amended his motion to include Glenloch Village Tract G-VIII (Westminster Cemetery). Tennant seconded. Tennant noted that he had no financial interest in the cemetery; however, the cemetery bought a product sold by his employer. The motion carried unanimously.

09-02-16 Consider Water Resource Protection Ordinance

City Engineer Troy Besseche reminded Council that in January staff had been directed to look at some ordinances and clarify the City's position on some issues, one of which was stormwater. A stormwater advisory committee was formed and was composed of members of the industrial community, City staff, WASA members, and people from the community. The committee developed a comprehensive stormwater ordinance, which was named the Water Resource Protection Ordinance. As part of it, all of the definition sections from all the ordinances were combined and put at the front of the new ordinance. The new ordinance eliminated conflicts that existed in the definitions and different elements of the environmental ordinances. Two new sections were added that addressed illicit discharges and post-construction run-off management. Besseche said those areas were lacking in the City. The Metropolitan North Georgia Water Planning District encouraged the City to adopt model ordinances addressing those issues. The ordinance was in keeping with the ordinance being proposed by the water planning district and would probably be mandatory in the future. The ordinance closed a loophole that existed and Besseche pointed out he had been trying to enforce water quality standards that were not in the City's ordinances. Besseche said the proposed ordinance was straightforward and would allow the City to enforce the water quality elements of stormwater design. In addition, the City would also adopt the State's stormwater design manual, which gave a good standard to work from and was also encouraged by the ARC and the water planning district. Besseche added the Planning Commission, staff, and the Stormwater Advisory Committee all recommended approval of the ordinance.

Brown thanked the committee for its work. Tennant noted the ordinance referred to the Developmental Services Director. He continued since there was not one at the present time that the language should be changed to read "Developmental Services Director or designee." Otherwise, Tennant was concerned there could be problems trying to enforce the ordinance without a developmental services director. Rapson agreed. Weed said it would be a meritorious change and would not affect the content. Basinger noted that someone was functioning as the developmental services director as Besseche as received a temporary appointment to the position. Basinger said someone would always be functioning in the position. Weed said the word designee could also apply to someone who was working in the field or, as the staff grew, a staff member responsible for water issues.

Tennant moved to approve an ordinance to amend the Peachtree City Land Development Ordinance to provide for water resources protection and for other purposes as stated in the Council book with the inclusion that all references made to the Developmental Services Director be understood either that director or his designee or other appointed official by Council. Rapson seconded. The motion carried 4-0.

09-02-17 Discussion on Nuisance Abatement Ordinance

Weed said he was sponsoring this legislation. Between 1999 and 2001, the Georgia legislature decided to revise the codes, particularly Title 41, which dealt with nuisances. Section 41-2-5 allowed for immediate relief in City Court for a public nuisance, however, the legislature also adopted a longer set of statutes, which could also be adopted as local ordinances, to combat unfit commercial and residential structures. Weed continued that this would be one way the City could combat the negative impact of unfit and unusable dwelling structures. Weed said he authored a paper on the subject for last year's City/County Attorney seminar. He provided the paper and sample ordinances that adopted the state law into local ordinance format, as well as examples of forms and citations. Weed continued that he met with Building Official Tom Carty, Code Enforcement Officer Tami Babb, and Acting Director of Developmental Services Troy

Besseche and all concurred adopting the state laws as City ordinances would be a step in the right direction for their enforcement mechanisms.

Weed showed the current standard building code flowchart of times required for minimal due process under the standard building code. The maximum time frame in the most extreme situations was 205 days. Under the new state statute, the time could be reduced to 45 days or less. The hearing in City Court could be 15 to 45 days after the citation was issued. The state law dealt with unsafe buildings and was a method to beat crack houses, rowdy houses, and houses of prostitution. Some of those problems were in the City and this gave the City a mechanism to deal with them.

Weed asked Council to approve a findings ordinance that indicated there were nuisance issues in the City and to adopt an ordinance to combat those nuisance issues by adopting current state law 41-2-7 and its progeny into a local ordinance. Weed said the documents had not been converted into the format used in the City, but Council should direct the City Attorney to do so. Brown agreed. Weed moved to do so. Rapson seconded. He commented that Weed was trying to strengthen the abilities of Code Enforcement and to expedite the process by half of a year. Tennant agreed. The motion carried 4-0.

Council/Staff Topics

Basinger reminded Council there would not be a meeting on October 3. He added there were some special called meetings that would be advertised.

Brown moved to recess and reconvene in executive session for a legal matter. Tennant seconded. The motion carried unanimously.

Brown moved to recess out of executive session and reconvene the regular meeting. Tennant seconded. The motion carried unanimously.

There being no further business to discuss, Brown moved to adjourn the meeting. Tennant seconded. The motion carried unanimously. The meeting adjourned at 11:13 p.m.

Betsy Tyler, Deputy City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
SPECIAL CALLED MEETING
Minutes of Meeting
September 26, 2002
6:00 p.m.

The City Council of Peachtree City met in a special called meeting, Thursday, September 26, 2002, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 6:05 p.m. Other Council Members present were: Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Brown explained the purpose of the meeting was to consider the millage rate for fiscal year 2003 and this was the last public hearing as required by law. Brown called the public hearing to order. No one spoke. The hearing closed.

McMenamin said there had been a lot of difficulty in passing the tax on to the citizens. Council needed to become very cognizant of how it dealt with money and be very cautious so the perception of the public was that Council was very careful with their tax dollars.

Tennant noted they had originally discussed a 35% increase in the millage rate, which would have been unacceptable to the public. He continued that no one on Council was happy with a nine percent (9%) increase, but felt it was a necessary evil to combat some unforeseen circumstances that had occurred. Tennant regretted he was in favor of approving the millage rate increase, but he agreed with McMenamin that Council needed to be extremely prudent with the public's money.

Salvatore reported that he had received new information from the County Tax Commissioner that day regarding Governor Barnes' tax credit. The City would receive a tax payment of $310,163.77 from the state that would offset the reduction in property taxes paid by City residents.

Rapson said the budget cycle had been tough this year. The City was being proactive regarding the pension program and looking at the insurance program. They needed to continue being vigilant.

Tennant asked Salvatore to clarify the tax credit. Salvatore explained that when the tax bills were sent out a tax credit would be listed due to the Governor's tax credit. An additional $8,000 tax credit would be given to those homeowners who already qualified for the homestead exemption. In turn, the state would reimburse the City for that amount. The tax money would actually come from the state instead of the homeowner. Salvatore said there would be another $10,000 credit over the next five years. He said the idea was that a person whose home was assessed at $50,000 would end up paying no tax. Rapson added the tax credit was designed for low-income residents He said the state was under severe budget constraints and sales tax was also affected.

Rapson said in every other jurisdiction in the state people were being laid off and programs ceased, but that was not the case in the City. The City was maintaining the same staffing and service levels the citizens deserved. Rapson said that was admirable and unique. Salvatore noted the City had conducted another employee survey and the City remained lean in that category as far as the number of employees per thousand.

Weed said Council had done an admirable job of balancing the 2003 budget. When everyone realized the millage rate would have to increase at a larger rate in the future, Council did the only prudent and reasonable thing that could be done.

Tennant moved to adopt the advertised millage rate of 4.703 mills upon which the fiscal year 2003 budget was based. Rapson seconded. The motion carried unanimously.

Salvatore noted there was a form for the Mayor to sign to enact the tax credit. Rapson moved the Mayor be authorized to sign PD 553M form for the Homeowner Tax Relief Grant for tax year 2002. Weed seconded. The motion carried unanimously.

Weed moved to adjourn the public hearing. Tennant seconded. The motion carried unanimously. The public hearing adjourned at 6:20 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2002 City Event Calendar

October	November	December
10/17 – City Council Meeting, 7 pm 10/18 - Employee Picnic, 11:30am – 1:30, Shakerag Knoll	11/7 – City Council Meeting, 7 pm 11/21 – City Council Meeting, 7 pm 11/28 & 29 – Thanksgiving Holiday – City Offices Closed	12/5 – City Council Meeting, 7 pm **12/6 – Employee Christmas Luncheon, noon – 1:30 p.m., First Baptist Church** 12/19 – City Council Meeting, 7 p.m 12/24 & 25 – Christmas Holiday – City Offices Closed at noon on 24th

2003 City Event Calendar

January	February	March
1/01 – New Years Holiday, City offices closed 1/02 – City Council Meeting, 7 pm 1/16 – City Council Meeting, 7 pm 1/20 – MLK Holiday, City offices closed	2/6 – City Council Meeting, 7 pm 2/20 – City Council Meeting, 7 pm	3/6 – City Council Meeting, 7 pm 3/20 – City Council Meeting, 7 pm
April	**May**	**June**
4/03 – City Council Meeting, 7 pm 4/17 – City Council Meeting, 7 pm	5/01 – City Council Meeting, 7 pm 5/15 - City Council Meeting, 7 pm	6/5 – City Council Meeting, 7 pm 6/19 – City Council Meeting, 7 pm
July	**August**	**September**
7/03 – City Council Meeting, 7 pm **7/04 – July 4 Holiday – City Offices closed** **7/17 – City Council Meeting, 7 pm**	**8/07 – City Council Meeting, 7 pm** **8/21 - City Council Meeting, 7 pm**	**9/4 – City Council Meeting, 7 pm** **9/18 – City Council Meeting, 7 pm**

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

Updated 10/7/02

BUILDING DEPARTMENT

2002 MONTHLY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2002 YEAR TO DATE	2001 YEAR TO DATE
DEVELOPMENT PERMITS:	38	15	19	14	17	14	31	42					190	177
BUILDING PERMITS:														
Single Family Residential	22	28	5	16	18	17	13	43					162	137
Multi-Family Residential														
Misc-Pool/fences/additions	34	75	56	103	77	59	64	52					520	457
Commercial/Industrial	7	13	11	6	8	8	5	11					69	95
TOTAL INSPECTIONS:	689	518	640	771	586	595	623	641					5,063	5,698
CERTIFICATE OF OCCUPANCY:														
Residential	12	18	23	10	14	30	10	19					136	101
Commercial	3	6	3	5	1	1	3	3					25	62
Multi-family Residential	24	56	12	34	24	0	0	0					150	399
CODE ENFORCEMENT:														
Sign Violations	94	49	36	137	67	147	133	119					782	1,016
Rehab	20	5	10	5	8	27	25	12					112	117
Notice of Violations	302	149	183	321	387	471	333	337					2,483	2,102
Citations	6	2	3	3	10	7	8	2					41	17
Stop Work Orders	12	6	2	6	1	8	3	15					53	44
Complaints from Citizens	39	17	25	35	34	6	32	35					223	116
Assessments	50	57	43	46	50	41	37	23					347	922
PERMIT FEES COLLECTED:	65,830	52,939	85,195	40,928	35,856	35,109	25,100	72,678					280,748	242,776
POPULATION:	33,843	33,998	34,071	34,163	34,242	34,305	34,326	34,366					34,366	33,378

Based on 2.09 of completed occupancy

Peachtree City Prisoners at Fayette County Jail
2002

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2002	Previous Year
*Average Misdemeanors	10.33	7.25	8.19	6.59	6.87	7.46	8.00	6.13	4.90				7.30	9.82
*Average Felonies	1.04	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.09				1.01	2.71
*Average Totals	11.37	8.25	9.19	7.59	7.87	8.46	9.00	7.13	5.99	0.00	0.00	0.00	8.32	12.53

*These totals do not include weekend incarcerations.

Fayette County Jail Fund

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2002	Previous Year
$5,752.64	$6,220.96	$5,920.47	$4,099.00	$5,932.28	$6,379.82	$5,683.03	$5,368.03	$5,805.51				$51,161.74	$74,839.29

Financial Services Monthly Report

STATUS OF FUNDS AS OF SEPEMBER 30, 2002

Fund	Cash Balance	Total Investment	Total Fund Balance	YTD Interest
General Fund	$146,440	$3,768,700	$3,915,140	$119,006
Library Sales Tax Fund	$0	$0	$0	$0
Public Improvement Fund	$37,275	$3,714,609	$3,751,884	$62,897
Self Insurance Fund	$762	$493,971	$494,733	$25,683
Debt Service Fund	$0	$35,810	$35,810	$16,558
Municipal Court Fund	$22,615	$0	$22,615	$0
Develop & Impact Fees	$450,322	$217,377	$667,699	$8,721
Neighborhood Parks/Rec.	$25,709	$0	$25,709	$716
Governor's Greenspace Prg	$265,332	$0	$265,332	$1,689
Federal Seizures Police Fd	$4,118	$0	$4,118	$86
Police Tuition Account	$2,885	$0	$2,885	$7
Escrow Account	$169,856	$0	$169,856	$4,886
Grand Total	**$1,125,313**	**$8,230,467**	**$9,355,780**	**$240,248**

Purchasing Monthly Report

For Calendar Year	2002 TOTAL YTD	2001 TOTAL YTD	YR TODATE INC/(DEC)
Purchase Requistions Processed	1,684	722	962
City Store Requistions Processed	92	69	23
Sealed Bids Requested >$10,000	10	9	1
Requests for Proposals	3	5	-2
Requests for Proposals Awarded	1	1	1
Written Quotes Req $5,000-10,000	62	40	22
Verbal Quotes Requested $5(	318	88	230
Total # Purchase Orders Issued	1,684	745	939
Total # of Bids Awarded	8	18	-10
Contracts Required >$10,000	5	4	1
# of Fixed Assets Purchased >$500	22	36	-14
Total $ of Fixed Assets Purchased	$157,826	$395,998	-238172

Collateral Analysis as of Augustg 31, 2002

Security Location	Bank	Total Held
Bank of New York	First Union	$3,815,981
Bank of New York	Peachtree National	$5,421,411
Federal Res Bk of Boston	South Trust	$6,558,953
		$15,796,345

General Fund Budget Comparison
Revenues - By Major Category

Description	2002 Budget	Actual YTD	Difference	%
General Property Taxes	$5,617,076	$5,639,576	$22,500	100.40%
Franchise Taxes	$1,919,452	$1,604,996	($314,456)	83.62%
Local Option Sales Tax	$5,900,051	$5,531,536	($368,515)	93.75%
Other Sales & Use Taxes	$1,417,927	$1,229,746	($188,181)	86.73%
Business Taxes	$1,126,268	$1,491,863	$365,595	132.46%
Licenses & Permits	$494,254	$691,964	$197,710	140.00%
Grants	$0	$94,526	$94,526	0.00%
Charges for Services	$860,823	$825,048	($35,775)	95.84%
Fines & Forfeitures	$650,179	$619,213	($30,966)	95.24%
Investment Income	$172,689	$119,006	($53,683)	68.91%
Surplus Carryover	$358,534	$0	($358,534)	0.00%
Other Financing Sources	$0	$0	$0	0.00%
Total	**$18,517,253**	**$17,847,474**	**($669,779)**	**96%**

General Fund Budget Comparison
Expenditures by Division YTD

Division	2002 Budget	Actual YTD	Difference	%
Administrative	$1,068,770	$939,976	$128,794	88%
Developmental	$870,340	$770,381	$99,959	89%
Finance	$552,793	$449,249	$103,544	81%
Leisure Services	$3,278,059	$2,891,242	$386,817	88%
Public Safety	$6,037,024	$5,217,775	$819,249	86%
Public Works	$2,477,446	$2,183,122	$294,324	88%
Trfr to PCDA/PCAA	$596,035	$472,735	$123,300	79%
Council Contingency	$205,259	$43,497	$161,762	21%
Council Reserve	$300,000	$0	$300,000	0%
Transfer to PIP	$1,280,016	$1,494,112	($214,096)	117%
Transfer to Debt Svc	$261,974	$186,006	$75,968	71%
Transfer to Self Ins	$1,589,537	$1,744,199	($154,662)	110%
Total	$18,517,253	$16,392,293	$2,124,960	89%

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svgs/Short	Date
Public Works Asphalt Roller	$24,968	$24,968	$0	3/29/02
Public Works Street Striping	$7,576	$7,576	$0	7/11/02
Public Works F150 P/U Truck	$12,096	$12,096	$0	8/5/02

PEACHTREE CITY FIRE/EMS DEPARTMENT
2002 MONTHLY REPORT

	Oct. 01	Nov. 01	Dec. 01	Jan. 02	Feb. 02	Mar. 02	Apr. 02	May. 02	Jun. 02	Jul. 02	Aug. 02	Sept. 02	Fiscal Yr. 2002 Y-T-D	Fiscal Yr. 2001 Y-T-D
Fire/Accident Calls														
Residential	2	2	6	3	2	2	1	2	6	2	0		28	39
Business/Industrial	0	0	1	0	0	0	1	1	2	2	2		9	11
Other	180	183	185	174	157	166	167	162	175	197	170		1916	1624
Total Engine Response	182	185	192	177	159	168	169	164	183	201	172		1952	1674
Dispatched Fire Calls	62	48	61	52	39	50	37	40	49	44	45		527	442
Response Time Fire	4:46	4:40	4:26	4:01	4:37	4:16	3:58	4:30	4:49	4:48	3:58		4:19	4:39
Rescue/EMS														
Trauma	49	62	67	47	59	49	57	88	79	88	76		721	710
Medical	76	102	113	84	105	74	87	61	86	97	68		953	910
Total # Patients	125	164	180	131	164	143	144	149	165	185	144		1694	1620
Patients Transported	77	65	88	79	79	63	77	69	83	89	64		833	841
Dispatched EMS Calls	121	137	130	127	124	118	139	127	131	160	128		1442	1415
Total Medic Response	141	146	180	148	164	143	144	149	165	185	144		1709	1814
Dispatched Fire/EMS Total	183	185	191	179	163	168	176	167	180	204	173		1969	1857
Response Time EMS	4:16	3:57	3:46	4:09	4:16	4:05	3:39	4:10	3:43	4:11	4:15		4:00	4:12
EMS BILLING														
Patients Billed	83	83	69	98	68	65	77	66	83	96	67		855	816
Revenue Generated	28,665	29,571	23,300	32,795	23,395	21,875	26,440	23,045	28,395	34,125	23,255		294,861	290,105
***Total Revenue Received**	17,911	17,137	18,400	19,823	18,780	18,600	17,604	13,746	13,888	17,064	23,368		196,321	167,469

***Revenue Received on All Outstanding Accounts**

HUMAN RESOURCES DEPARTMENT

2002 MONTHLY REPORT

REPORT PERIOD	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2002 YTD TOTAL	2001 YTD TOTAL
1. Authorized Permanent Positions	224	224	224	224	224	224	224	224					224	223
2. Positions Open	5	7	7	6	5	4	5	4					----	----
3. Workers Comp. Claims Filed	0	1	1	2	6	5	2	3					20	24
4. City Veh./Equip. Accidents	1	0	2	0	1	1	1	0					6	7
5. Health Insurance Claims	$108,515	$ 93,252	$67,643	$ 128,615	$100,352	$ 57,461	$ 88,452	$ 67,998					$712,288	$ 461,694
6. Law Suit Legal Fees	$ 12,853	$ 11,247	$1,543	$ 640	$ 6,503	$ 9,307	$ 6,504	$ 8,225					$56,823	$ 42,662

2. Building Inspector/Building (1); Maintenance Technician/Recreation (1); Staff Assistant/Police (1); Developmental Services Director/Planning (1).
3. Maintenance Employee struck by tailgate of dumptruck causing left forearm contusion (1) Recreation; Maintenance Employee strained back while removing equipment from truck (1) Public Works; Police Officer sprained right knee during training exercise (1) Police.
5. Balance remaining in health insurance account: <$381,055.19>
6. Moratorium $3.65; O'Keefe $4938.31; Tax Equity Issue $3283.26.

ACTIVITY DESCRIPTION	UNIT	January	February	March	April	May	June	July	August	September	October	November	December	2002 Year to Date	2001 Year to Date
LIBRARY															
1. Books Circulated	Num.	16,866	15,762	15,446	16,701	18,787	20,932	20,606	17,644	0	0	0	0	140,744	128,428
2. Average Daily Traffic															
a. Monday - Saturday	Num.	578	595	558	579	580	743	630	520	0	0	0	0	578	569
b. Sunday	Num.	330	390	332	376	310	269	291	263	0	0	0	0	330	358
3. Story Time Participants	Num.	198	173	261	206	195	0	0	8	0	0	0	0	1,041	438
4. Revenue from Overdue Books	Dls.	2,370	1,671	2,080	2,221	2,051	1,951	1,923	1,894	0	0	0	0	16,161	14,129
5. Revenue from Copy Machine	Dls.	719	776	809	941	581	497	552	781	0	0	0	0	5,656	5,574
6. Reference Assistance	Num.	392	616	601	634	425	444	427	409	0	0	0	0	3,948	7,490
7. Internet Usage	Num.	1,686	1,738	1,730	1,896	1,713	1,951	2,055	2,206	0	0	0	0	14,975	11,738
8. Renewals by Phone	Num.	535	659	568	575	499	493	465	460	0	0	0	0	4,254	6,006
9. Computer Lab Use	Num.	42	84	46	48	30	25	58	33	0	0	0	0	366	0
Leisure Programs															
1. Adult Athletics															
a. Ongoing Programs	Num.	1	1	0	1	1	2	2	2	0	0	0	0	10	18
b. New Programs	Num.	0	0	0	0	0	0	0	0	0	0	0	0	0	1
c. Participants	Num.	240	240	2,050	1,065	1,065	1,275	1,086	1,086	0	0	0	0	8,107	8,786
d. Revenues	Dls.	0	0	7,875	14,587	0	10,400	3,720	0	0	0	0	0	36,582	37,372
e. Expenses	Dls.	0	0	7,357	953	3,262	8,510	1,755	1,106	0	0	0	0	22,943	28,238
f. Refunds	Dls.	0	0	0	0	0	0	0	0	0	0	0	0	0	618
g. Balance (+ or -)	Dls.	0	0	518	13,635	-3,262	1,891	1,966	-1,106	0	0	0	0	13,641	$8,516.00
RECREATION															
Leisure Programs															
1. Classes/Programs															
a. Classes/programs	Num.	132	127	137	130	134	89	83	73	0	0	0	0	905	910
b. Participants	Num.	3,091	1,968	3,272	2,759	2,992	2,648	2,539	3,000	0	0	0	0	22,269	21,669
c. Revenues	Num.	19,772	27,426	29,108	32,338	28,813	48,990	25,237	20,569	0	0	0	0	232,253	192,127
d. Expenses	Dls.	15,443	21,557	22,511	25,537	21,894	37,581	21,797	15,529	0	0	0	0	181,849	150,677
e. Refunds	Dls.	60	63	363	121	1,102	1,230	642	30	0	0	0	0	3,610	5,728
f. balance (+ or -)	Dls.	4,269	5,807	6,234	6,680	5,817	10,178	2,798	5,039	0	0	0	0	$46,623.10	$35,722.03
2. Special Events															
a. Events	Num.	1	2	1	1	4	0	1	1	0	0	0	0	11	25
b. Participants	Num.	12	68	0	1,000	879	0	10,000	2,000	0	0	0	0	13,959	21,296
c. Revenues	Dls.	0	1,581	0	0	0	0	0	699	0	0	0	0	2,280	33,530
d. Expenses	Dls.	485	1,359	0	80	820	0	0	4,330	0	0	0	0	7,074	33,978
e. Refunds	Dls.	0	25	0	0	0	0	0	150	0	0	0	0	175	518
f. balance (+ or -)	Dls.	-485	197	0	-80	-820	0	0	-3,781	0	0	0	0	($4,969.00)	($966.53)
Sports and Facilities															
1. Playing Surface Mowing	Hrs.	0	0	0	356	360	371	385	390	0	0	0	0	1,884	2,033
2. Playing Field Preparation	Hrs.	290	650	720	516	490	368	275	388	0	0	0	0	3,697	3,804
3. Building Maintenance	Hrs.	264	205	237	210	113	119	40	22	0	0	0	0	1,210	761
4. Parks/Pools/tennis Courts															
a. Safety Inspections	Num.	32	44	50	50	50	50	50	50	0	0	0	0	376	248
b. General Repairs/Maint.	Hrs.	305	120	100	75	100	110	117	100	0	0	0	0	1,027	775
c. Grounds/Landscape Maint.	Hrs.	550	575	300	360	350	310	290	169	0	0	0	0	2,904	2,595
5. Litter Removal	Num.	104	150	232	304	272	304	248	296	0	0	0	0	1,910	1,385
6. Vandalism Repairs	Dls.	0	0	25	50	100	75	28	75	0	0	0	0	353	541
7. Complaints Answered	Num.	0	2	1	5	4	2	4	3	0	0	0	0	21	29

CRIME REPORT – AUGUST 2002

PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2002	YTD 2001
MURDER	0	0	0	0	0	0	0	0					0	0
RAPE	0	1	0	0	0	1	0	0					2	0
ROBBERY	0	0	1	0	0	0	1	0					2	1
AGGRAVATED ASSAULT	0	2	1	0	1	0	1	0					5	7
ARSON	0	0	0	0	0	0	0	0					0	2
AUTO THEFT	3	3	1	5	9	3	6	5					35	41
THEFT	18	19	22	23	17	18	19	7					143	121
BURGLARY	1	2	2	4	3	4	4	8					28	13
TOTAL PART I CRIMES	22	27	27	32	30	26	31	20					215	185
ALCOHOL/DRUG ARRESTS DUI – TOTAL	18	17	24	14	17	21	20	15					146	149
DUI – ADULT	16	15	21	11	13	18	17	15					126	127
DUI – UNDERAGE	2	2	3	3	4	3	3	0					20	22
OTHER UNDERAGE ALCOHOL ARRESTS	7	9	6	8	10	11	16	14					81	83
DRUG ARRESTS	22	8	19	12	15	5	8	12					101	89
ARRESTS														
PROPERTY CRIMES	8	16	8	6	8	9	8	14					77	73
PERSON CRIMES	9	7	6	6	9	9	4	3					53	51
CITY ORDINANCES	26	19	38	34	43	75	61	47					343	384
*OTHER	88	45	93	96	116	91	97	78					704	624
ADMINISTRATIVE AVERAGE RESPONSE TIME	5.07	5.31	5.11	5.08	5.50	5.40	5.30	5.37					5.26	5.28
CALLS ANSWERED	6506	5730	5939	5955*	5581	5986	6328	6731					48,756	40,182
TRAFFIC CITATIONS ISSUED	493	521	634	494	660	678	711	605					4796	4888
WARNINGS ISSUED	475	578	561	511	469	550	633	447					4224	4506
ACCIDENTS – TOTAL	86	79	89	79	90	75	95	82					675	664

TOP 5 ACCIDENT LOCATIONS – MONTH	TOTAL #
1. HWY 54 / PLANTERRA WAY	10
2. HWY 54 / PEACHTREE PARKWAY	7
3. HWY 54 / MACDUFF PARKWAY	4
4. HWY 54 / WALTBANKS ROAD	4
5. HWY 54 / HWY 74	3

TOP 5 ACCIDENT LOCATIONS – YEAR	TOTAL #
1. HWY 54 / HWY 74	44
2. HWY 54 / HUDDLESTON DR.	32
3. HWY 54 / PLANTERRA WAY	28
4. HWY 54 / PEACHTREE PARKWAY	20
5. HWY 74 / CROSSTOWN DRIVE	17

2002 MONTHLY REPORT
PUBLIC SERVICES DIVISION

Activity Description	Unit	January	February	March	April	May	June	July	August	September	October	November	December	2002 YEAR-TO-DATE	2001 YEAR-TO-DATE
CART PATHS															
1. Const./Reconst./Overlay	Ft.	835	290	395	2768	0	450	854	1600	0				7,192	9,554
2. Drainage Maintenance	Hrs.	225	308	148	135	204	101	38	23	195				1,377	2,144
3. General Maintenance	Hrs.	199	245	207	122	230	273	91	129	310				1,806	1,596
4. Mowing	Hrs.	0	0	0	75	135	185	60	75	68				598	658
5. Litter Removal	Hrs.	68	45	53	45	60	60	45	60	83				519	584
FLEET MANAGEMENT															
1. Equipment Maintenance	Hrs.	0	17	40	64	26	58	96	18	23				342	292
2. Equipment Repairs	Hrs.	183	150	144	212	298	246	263	229	173				1,898	1,683
3. Vehicle Maintenance	Hrs.	203	135	168	189	142	85	169	198	82				1,371	1,479
4. Vehicle Repairs	Hrs.	215	182	156	142	142	224	104	276	221				1,662	1,928
5. Fleet Down Time	Hrs.	608	484	514	610	608	622	638	739	506				5,329	5,474
RIGHT OF WAY															
1. Litter Removal	Hrs.	560	375	294	245	245	208	228	225	197				2,577	2,943
2. Right-of-Way Mowing	Hrs.	0	0	180	588	818	873	951	885	473				4,768	4,761
3. General Maintenance	Hrs.	700	927	490	127	546	243	226	262	729				4,250	4,241
LANDSCAPE															
1. Litter Removal	Hrs.	30	12	15	29	4	0	0	0	0				90	347
2. Mowing (Sub. Entrances)	Hrs.	0	0	356	659	934	757	706	859	791				5,062	5,183
3. General Maintenance	Hrs.	927	1068	231	384	376	246	321	265	48				3,866	3,829
4. Planting	Hrs.	139	97	27	15	0	15	2	7	0				302	379
RECYCLING SITE															
1. City Employees Hours	Hrs.	192	70	88	70	161	79	48	79	70				857	869
2. City Employees Salaries	Dls.	4024	1264	1712	1343	3381	1346	671	1473	1,346				16,560	15,734
3. Revenues	Dls.	489	355	328	424	341	445	498	401	364				3,645	4,586
4. Participants															
a. Recycling	Num.	409	465	379	567	434	590	382	404	433				4,063	7,003
b. Composting	Num.	1295	1117	1120	1867	1504	1901	1378	1428	1,352				12,962	11,682
c. Mulch (Pick Up)	Num.	61	128	95	219	59	168	56	121	112				1,019	1,846
SIGN MAINTENANCE															
1. Building Maintenance	Hrs.	20	20	21	22	22	20	19	22	20				186	172
2. Subdivision Sign Maintenance	Hrs.	75	77	123	123	64	87	77	56	66				748	578
3. Traffic Sign Maintenance	Hrs.	174	148	120	136	129	143	125	108	121				1,204	1,160
STREETS															
1. Street Sweeping	Hrs.	0	24	8	16	35	8	31	30	15				167	245
2. Pavement Patching	Hrs.	53	99	45	55	372	437	632	0	130				1,823	1,166
3. Drainage Maintenance	Hrs.	98	221	30	71	208	0	0	31	112				771	1,264
4. General Maintenance	Hrs.	513	733	823	681	582	548	161	56	363				4,460	4,442
MISCELLANEOUS															
1. Vandalism	Dls.	121	91	241	117	171	279	1050	179	126				2,375	961
2. Complaints Answered	Num.	20	28	12	12	18	22	26	35	43				216	339
3. Wash Police Cars	Hrs.	12	31	12	15	6	3	6	9	6				100	120

Public Information
2002 Citizen Call Log
As of 8/31/02

Problem/Complaint	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2002	YTD 2001	% of 2002
Animal Control													0	0	0%
Business Complaint													0	0	0%
Development													0	0	0%
Garbage Company													0	0	0%
AT&T Cable	72	15	4	2	8	8	14	12					135	63	30%
AT&T Automated Complaints	13	127	39	24	29	23	19	18					292	0	65%
Ordinance/Code Violations		3	5	1									9	9	2%
Public Works Repair Request	1		1	1									3	2	1%
Recreation				1									1	1	0%
Traffic				1									1	1	0%
Utility Company													0	0	0%
Other	5												5	0	1%
TOTAL	**91**	**145**	**49**	**30**	**37**	**31**	**33**	**30**					**446**	**76**	**100%**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2002
Average Response Time for action/update contact w/citizen	0.01 days	0.00 days	0.11 days	0.20 days	0.00 days	0.00 days	0.00 days	0.00 days					**0.02 days**
% Response Time for response / action on same day	99%	100%	90%	83%	100%	100%	100%	100%					**98%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Colin Halterman, Acting City Manager** CWH

FROM: **Paul Salvatore, Director of Financial Services** P.S.

DATE: **October 10, 2002**

SUBJECT: **Update of Alcoholic Beverage Tax Ordinance**

In preparation for contracting with The Georgia Municipal Association to conduct compliance checks on businesses for compliance with our Alcoholic Beverage Tax ordinance, we first needed to review and update the ordinance. There were certain housekeeping items that needed to be addressed that mainly involved changing the ordinances so that they referenced current state law, especially regarding interest, penalties and fees.

The major change being proposed for the Alcoholic Beverage Tax ordinance is to make sure that our ordinance follows state law regarding the amount of excise tax we may assess. Currently our ordinances are set so that we charge the maximum rate of tax allowed by state law for all kinds of sales, with the exception of beer sold by the keg. The proposed change will allow us to charge the maximum rate for this kind of sale also, which is $6 per keg (instead of the $3 per keg we currently charge). This proposed change would take effect on December 1, 2002.

On the following page you will find a bullet point style listing that describes this, and all the other proposed changes to the ordinance. Also attached is a copy of the actual amended portions of the ordinance that are being proposed.

Staff requests that Council take action to approve the ordinance amendments.

ALCOHOL ORDINANCE CHANGES

Sec. 6-46 This change is to make sure that our ordinance follows state law regarding the amount of excise tax we may assess. Currently, our ordinances which set the rate of tax for distilled spirits, wine, and beer sold by the bottle or can are at the maximum allowed under state law. The excise tax for beer sold by the keg is $3.00 while the state maximum is $6.00. The proposed change will cause an increase in the excise tax for beer sold in the keg and will ensure that our local ordinances stay current with the amount of tax allowed under state law. The remaining portion of the changes simply requires the taxes to be paid by the 10th day of the month as opposed to the 20th day. State law requires the taxes to be paid by the 10th day of the month.

Sec. 6-109 The change in this ordinance involves semantics. In place of the word "minors," we now use the phrase "persons under 21 years of age." Although the definitional section of the ordinance defined "minor" as those individuals under 21 years old, the revisions will assist in ease of reading the ordinance so that it is clear that the prohibition on furnishing or possessing of alcohol extends to those individuals under 21 years old and not just to those individuals under 18 since that is the usual age many people think of when the word "minor" is used.

Sec. 6-110 The only change in this section is in the title. The present title simple states "Minors" which does not give the reader any idea of what the ordinance governs.

Sec. 6-164 The changes in this ordinance involve the date taxes are due (10th) to reflect the date imposed under state law and to reference the state law code section for the amount of fees alcohol licensees are permitted to retain for calculating and collecting the excise tax.

Sec. 6-165 The changes in this ordinance simply alter the due date of interest to the 10th day of the month to reflect the state law and increase the interest rate for unpaid taxes from 3/4 of 1% per month to 1% per month. The 1% monthly rate is the rate established by state law.

Sec. 6-166 The changes in this ordinance simply alter the due date of interest to the 10th day of the month to reflect the state law and increase the interest rate for taxes due when no return is filed from 3/4 of 1% per month to 1% per month. The 1% monthly rate is the rate established by state law.

ORDINANCE NO. ______

AN ORDINANCE TO AMEND SECTIONS 6-46, 6-109, 6-110, AND 6-164 THROUGH 6-166 OF THE PEACHTREE CITY CODE OF ORDINANCES TO AMEND THE EXCISE TAX ON ALCOHOLIC BEVERAGES, AMEND THE LANGUAGE USED FOR POSSESSION OF ALCOHOL BY UNDERAGE PERSONS; AMEND THE TITLE OF THE SECTION GOVERNING THE MINIMUM AGE OF PERSONS TAKING ORDERS FOR AND CHECKING OUT SALES OF ALCOHOLIC BEVERAGES, AMEND THE PAYMENT DATE FOR EXCISE TAXES ON ALCOHOLIC BEVERAGES AND THE AMOUNT OF COLLECTION FEES PERMITTED, AMEND THE DATE OF DEFICIENCY DETERMINATIONS, AMEND THE DATE OF DETERMINATION IF NO RETURN IS FILED AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 6-46 of the Peachtree City Code of Ordinances be deleted and a new Section 6-46 be added in its place as follows:

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

(a) In addition to the annual retail license fee required for the sale of alcoholic beverages, there is levied an excise tax computed as follows:

(1) For distilled spirits, the maximum allowed as provided in O.C.G.A. § 3-4-80;

(2) For foreign and domestic wines, the maximum allowed as provided in O.C.G.A. § 3-6-60 except as exempt in O.C.G.A. § 3-6-70; and

(3) For malt beverages commonly known as tap or draft beer and when sold in and from a barrel or bulk container and until December 1, 2002, a tax of $3.00 on each container sold containing not more than 15 1/2 gallons and a proportionate tax at the same rate on all fractional parts of 15 1/2 gallons; when malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, until December 1, 2002, a tax of $0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.

(4) For malt beverages, on and after December 1, 2002, the maximum allowed as provided in O.C.G.A. § 3-5-80 except as exempt in O.C.G.A. § 3-5-90.

(b) The excise tax levied under subsection (a)(1), (2) and (3) of this section shall be paid and collected in the following manner: The taxes shall be paid by the wholesale dealer on or before the 10th day of the month following the calendar month in which the beverages are sold or disposed of within the city by the wholesale dealer. The wholesale dealer shall also file a report itemizing for the preceding calendar month the exact quantities of alcoholic beverages by size and type of container, sold during the month within the city. The wholesale dealer shall file the report and pay the tax at the office of the city clerk.

(c) The failure to make a timely report and remittance shall render the defaulting licensee liable for a penalty equal to ten percent of the total amount due during the first 30-day period following the date such report and remittance were due and a further penalty of 25 percent of the amount of such remittance for each successive 30-day period or any portion thereof, during which such report and remittance are not filed or paid.

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

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 6-109 of the Peachtree City Code of Ordinances be deleted and a new Section 6-109 be added in its place as follows:

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

(a) Alcoholic beverage licensees and their agents, clerks and employees are prohibited from furnishing, or causing to be furnished, any alcoholic beverage to persons under 21 years of age.

(b) No one under 21 years of age shall purchase, consume or knowingly have in his possession any alcoholic beverage except as permitted in this section.

(c) No one under 21 years of age shall misrepresent his age in any manner for the purpose of obtaining illegally any alcoholic beverage.

(d) The prohibition contained in subsection (a) of this section shall not apply when a person under 21 years of age misrepresents his age for the purpose of obtaining an alcoholic beverage, and furnishes identification document issued by a governmental agency, which includes a photograph of the person, and which shows the person's date of birth prior to the date of purchase to be equal to or more than 21 years of age.

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

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that the title for Section 6-110 of the Peachtree City Code of Ordinances be deleted and a new title for Section 6-110 be added in its place as follows:

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

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 6-164 of the Peachtree City Code of Ordinances be deleted and a new Section 6-164 be added in its place as follows:

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

(a) *Due date of taxes.* All taxes collected by any licensee or agent under this article shall be due and payable to the city on or before the 10th day of every month next succeeding each respective monthly period as set forth in this article.

(b) *Return; time of filing; persons required to file; execution.* On or before the 10th day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city clerk in such form as the city may prescribe, by every licensee or agent liable for the payment of tax under this article.

(c) *Delivery of return and remittance.* The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due, to the City Clerk, City Hall, Peachtree City, GA 30269.

(d) *Collection fee allowed licensees or agents.* Licensees or agents collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of deduction shall be the same rate authorized by O.C.G.A. § 3-4-133.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 6-165 of the Peachtree City Code of Ordinances be deleted and a new Section 6-165 be added in its place as follows:

Sec. 6-165. Deficiency determinations.

(a) *Recomputation of tax; authority to make; basis of recomputation.* If the city clerk is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any person, the city clerk may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One or more than one deficiency determinations may be made of the amount due for one or more than one monthly period.

(b) *Interest on deficiency.* The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month, or fraction of a month, from the 10th day after the close of the monthly period for which the amount or any portion should have been returned, until the date of payment.
(c) *Offsetting of overpayments.* In making a determination, the city clerk may offset

overpayments; for a period or periods, against underpayments; for another period or periods, against penalties; and against the interest on underpayments. The interest on overpayments shall be computed in the manner set forth in section 6-166(c).

(d) *Penalty; negligence or disregard of rules and regulations.* If any part of the deficiency for which a deficiency determination has been made is due to gross negligence or disregard of rules and regulations, a penalty of 15 percent of the amount of such deficiency shall be added.

(e) *Penalty for fraud or intent to evade.* If any part of the deficiency for which a deficiency determination has been made is due to fraud or an intent to evade any provision of this article or other authorized rules and regulations, a penalty of 25 percent of the deficiency shall be added, in addition to the 15 percent penalty provided in subsection (d) of this section.

(f) *Notice of city clerk's determination; service of.* The city clerk or his designated representative shall give to the licensee written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the licensee at his address as it appears in the records of the city clerk. In the case of service by mail of any notice required by this article, the service is complete at the time of deposit in the United States Post Office.

(g) *Time within which notice of deficiency determination to be mailed.* Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 10th day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 6-166 of the Peachtree City Code of Ordinances be deleted and a new Section 6-166 be added in its place as follows:

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

(a) *Estimate of gross receipts.* If any licensee fails to make a return, the city clerk shall make an estimate of the amount of the gross receipts of the licensee, or as the case may be, of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the periods in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the city clerk. Upon the basis of this estimate, the city clerk shall compute and determine the amount required to be paid to the city, adding to the sum thus determined a penalty equal to 15 percent. One or more determinations may be made for one or for more than one period

(b) *Manner of computation; offsets; interest.* In making a determination, the city clerk may offset overpayments for periods against the interest, penalties or underpayments. The interest on underpayments shall be computed in the manner set forth in subsection (c) of this section.
(c) *Interest on amount found due.* The amount of the determination, exclusive of penalties, shall bear interest at the rate of one percent per month, or fraction of a month, from the 10th day of the

month following the monthly period, for which the amount or any portion should have been returned, until the date of payment.

(d) *Penalty for fraud or intent to evade.* If the failure of any person to file a return is due to fraud or an intent to evade this article or rules and regulations, a penalty of 25 percent of the amount required to be paid by the person, exclusive of penalties, shall be added in addition to the 15 percent penalty provided in section 6-167.

(e) *Giving of notice; manner of service.* Promptly after making his determination, the city clerk shall give to the person written notice to be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

Done, Ratified and Passed this __ day of October, 2002.

____
Mayor

____

____

____

____
City Council

____________________________Attest
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Colin Halterman, Acting City Manager**

FROM: **Paul Salvatore, Director of Financial Services** P.S.

DATE: **October 10, 2002**

SUBJECT: **Update of Hotel/Motel Tax Ordinance**

In preparation for contracting with The Georgia Municipal Association to conduct compliance checks on businesses for compliance with our Hotel/Motel Tax ordinance, we first needed to review and update the ordinance. There were certain housekeeping items that needed to be addressed that mainly involved changing the ordinances so that they referenced current state law, especially regarding interest and penalties.

On the following page you will find a bullet point style listing that describes this, and all the other proposed changes to the ordinance. Also attached is a copy of the actual amended portions of the ordinance being proposed.

Staff requests that Council take action to approve the ordinance amendments.

HOTEL/MOTEL TAX ORDINANCE CHANGES

Sec. 74-164	This change is to make sure that the tax rate collected by the hotel/motel operators is the same as the rate established by Council.
Sec. 74-165	This change is to make sure that our ordinance follows state law in exempting certain individuals from the tax.
Sec. 74-166	This change is to update the list of business entities which may be used to operate a hotel or motel. When the present ordinance was written, there were no limited liability companies. The new ordinance specifically mentions LLCs and provides enough flexibility for any other type of entity.
Sec. 74-167	This change is to make sure that our ordinance matches the state law relative to the amount of money the hotel/motel operators can keep to cover the costs of collecting the tax.
Sec. 74-168	This change is to make sure that our ordinance follows state law regarding the amount of interest and penalties we assess for deficiencies in the amount of tax paid.
Sec. 74-169	This change is to make sure that our ordinance follows state law regarding the amount of interest and penalties we assess when no return is filed.
Sec. 74-171	This change is to make sure that our ordinance follows state law regarding the penalties assessed when someone is found guilty of criminally violating the ordinance.

ORDINANCE NO. ______

AN ORDINANCE TO AMEND SECTIONS 74-164 THROUGH 74-169 AND 74-171 OF THE PEACHTREE CITY CODE OF ORDINANCES TO AMEND THE IMPOSITION OF THE HOTEL/MOTEL TAX; AMEND THE LIST OF EXEMPTIONS; AMEND THE LIST OF REGISTRATION REQUIREMENTS FOR HOTEL/MOTEL OPERATORS; AMEND THE RATE GRANTED TO OPERATORS FOR COLLECTING TAX; AMEND THE RATE OF INTEREST AND PENALTIES FOR FAILING TO PROPERLY COLLECT TAX, FILE RETURNS AND PAY TAX; AMEND CRIMINAL PENALTIES FOR FAILING TO COLLECT TAX, FILE RETURNS, AND PAY TAX; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-164 of the Peachtree City Code of Ordinances be deleted and a new Section 74-164 be added in its place as follows:

Sec. 74-164. Collection of tax by operator; receipt to occupant; rules for collection schedules.

Every operator maintaining a hotel in this city and renting guest rooms in this city not exempted under this article shall collect a tax at the rate established in section 74-163 from the occupant.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-165 of the Peachtree City Code of Ordinances be deleted and a new Section 74-165 be added in its place as follows:

Sec. 74-165. Exemptions.

No tax shall be imposed under this article upon those persons exempted under state law as found in O.C.G.A. § 48-13-51 and as it may be amended.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-166 of the Peachtree City Code of Ordinances be deleted and a new Section 74-166 be added in its place as follows:

Sec. 74-166. Registration of operators; form and contents; execution; certificate of authority.

Every person engaging in business as an operator of a hotel in this city shall register with the city clerk, on a form provided for such registration, prior to renting guest rooms for occupancy. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place of business and such other information which would facilitate the collection of the tax as the city clerk may require. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer; in case of a limited liability company, by a member; in case of any other type of ownership, by the person who generally manages the business. The city clerk shall, after such registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-167(c) of the Peachtree City Code of Ordinances be deleted and a new Section 74-167(c) be added in its place as follows:

Sec. 74-167. Determination, returns and payments.

(c) *Collection fee allowed operators.* Operators collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and payment of the amount due if the amount is not delinquent at the time of payment. The rate of deduction shall be as established and as authorized for deduction by O.C.G.A. § 48-13-52.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-168(b) of the Peachtree City Code of Ordinances be deleted and a new Section 74-168(b) be added in its place as follows:

Sec. 74-168. Deficiency determinations.

(b) *Interest and penalties on deficiency.* The amount of the determination shall incur penalties and bear interest at the rate established by the state law of Excise Tax on Rooms, Lodgings, and Accommodations found at O.C.G.A. §§ 48-13-50 *et seq.*

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-169(b) of the Peachtree City Code of Ordinances be deleted and a new Section 74-169(b) be added in its place as follows:

Sec. 74-169. Determination if no return made.

(b) *Interest and penalties on amount found due.* The amount of the determination shall include penalties and bear interest at the rate established by the state law of Excise Tax on Rooms, Lodgings, and Accommodations found at O.C.G.A. §§ 48-13-50 *et seq.*

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 74-171 of the Peachtree City Code of Ordinances be deleted and a new Section 74-171 be added in its place as follows:

Sec. 74-171. Violations.

Any person violating any of the provisions of this article shall be deemed guilty of an offense and upon conviction shall be punished as provided by the state law of Excise Tax on Rooms, Lodgings, and Accommodations found at O.C.G.A. §§ 48-13-50 *et seq*.

Done, Ratified and Passed this __ day of October, 2002.

____

Mayor

____

____

____

____

City Council

______________________________Attest

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & City Council**

VIA: **Interim City Manager**

FROM: **City Engineer**

DATE: **September 24, 2002**

SUBJECT: **Utility Encroachment Permitting**

Earlier this year, the Georgia Department of Transportation modified its policy with regard to utility encroachment on urban, primary, and secondary routes. The Department no longer regulates utility installation on routes other than state highways and has asked the local jurisdictions to fulfill that function. The scope of GDOT's decision extends to routes such as Dividend Drive, Huddleston Drive, Old Senoia Road, and Robinson Road in Peachtree City. This will eliminate "dual permitting" that was burdensome and confusing to utilities and their contractors. In order to assume this delegated authority, GDOT has asked that we adopt their Utility Accommodation Policy and Standards for use in our permitting program.

The policy and standards manual is comprehensive in its approach to protecting the right-of-ways and transportation system. Without guidance provided by such a document, there is ample room for abuse of a utility permitting system. Improper installation of utilities can impair the roadway or adversely affect traffic safety according to GDOT, and strict guidelines are necessary to govern activities within the right-of-way.

The manual will be modified to incorporate our standard details for street cuts and typical utility locations as well as our permit application. The manual is available online at www.dot.state.ga.us/dot/operations/utilities/98manual.shtml should you wish to review the entire document.

Based upon the GDOT decision and the value of the manual, City staff recommends that the Utility Accommodation Policy and Standards, as amended herein, be adopted for use in local utility permitting throughout the City.

cc: *Public Services Director*
Engineering Assistant
file

F:\HOME\TROY\UTILITIE\MEMO.DOC

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Interim City Manager**

FROM: **Director of Leisure Services** RLG

DATE: **Oct. 3, 2002**

SUBJECT: **Community Greenspace Program: Deed Covenant**

Staff requests Council approval for the mayor to sign the enclosed deed covenant, which will be attached to the deed for the parcel of Drake Field purchased in 2001.

As you know, Drake Field is being purchased in three parcels using Greenspace Grant funding. The covenant is required because the deed for the first parcel, purchased in 2001, did not contain the proper language that permanently protects the land in accordance with requirements of the Greenspace Act. The covenant will assure that protection. The deeds for the last two parcels of Drake Field will contain the proper language at closing.

The second parcel of Drake Field is being purchased this month using, in part, Greenspace funding we received in 2002, and the last parcel will be purchased in October, 2003. The funding we obtain from the next grant application package (due Nov. 30th), expected to be about $250,000, will help fund purchase of the final parcel at Drake Field. This will place the entire 10-acre tract under permanent protection in accordance with the Greenspace Act. This means that, in perpetuity, it will be preserved as a natural setting, to be enjoyed by the public, will help protect the flood plain, and will contribute to the cleanliness of Lake Peachtree, a drinking water reservoir. While limited alterations can be made to the property, such as adding walking trails or augmenting the natural landscaping, it must be left largely undisturbed.

Again, staff asks that Council approve the mayor to sign the deed covenant. The city attorney has advised that this can be done by majority vote.

(FOR CLERK'S USE)

After Recording, please return to:
Richard P. Lindsey
Webb, Lindsey, Collins, Jones & Wade, LLC
400 Westpark Court, Suite 220
Peachtree City, GA 30269

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Covenant") is hereby made by The City of Peachtree City, a Georgia municipal corporation, the undersigned owner/covenantor. Covenantor is owner in fee simple of a certain tract of real property in Fayette County County, Georgia. This tract of land is 2.60 acres, having been conveyed on October 1, 2001, from The Development Authority of Peachtree City, Grantor, to The City of Peachtree City, Grantee, and recorded in Fayette County, Georgia, at Deed Book 1724, Page 362 *et seq.*, in the Office of the Clerk of Superior Court of Fayette County. The legal description of the property conveyed by said deed is by reference in Exhibit "A" attached hereto and incorporated herein for a description and for all other legal purposes. Such property is hereinafter referred to as the "Property."

PREMISES

WHEREAS, Covenantor is a participant in the Georgia Greenspace Program and has entered into that certain Greenspace Program Grant Award Agreement, dated as of April 10, 2001; and

WHEREAS, Coventor desires to submit the Property to the Greenspace Program pursuant to the terms of the Greenspace Award Agreement and desires that the Property be used in perpetuity as greenspace property as provided in O.C.G.A. § 36-22-1 *et seq.;* and

WHEREAS, the consideration for this Declaration of Covenants and Restrictions is the use of certain Greenspace Funds provided by the Georgia Greenspace Program, the receipt and sufficiency whereof are hereby acknowledged; and

NOW THEREFORE, as consideration for the payment of the referenced Greenspace Funds, or as required by the Greenspace Program Grant Award Agreement, Owner/Covenantor has promised to place certain restrictions on the Property exclusively for conservation purposes, in order that it shall remain substantially in its open, natural and scenic condition in perpetuity.

1.

The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the Property. Any subsequent transfer, conveyance or encumbrance shall either set forth the terms and conditions of this document in full or by reference to this document and its recorded location.

2.

The Property is hereby made subject to the terms of that certain Georgia Greenspace Program Grant Award Agreement, entered into by and between the State of Georgia, Department of Natural Resources and the The City of Peachtree City, dated April 10, 2001 (the "Greenspace Agreement"). Pursuant to the terms of the Greenspace Agreement, the State of Georgia is a third party beneficiary under this Indenture and if the Property is used for anything other than Greenspace Property, as defined in the Greenspace Agreement, the State of Georgia shall have a right to require specific performance of the Greenspace Agreement, and to require that the Property be returned to the use as provided therein. The Property must be used in perpetuity as Greenspace property as provided in O.C.G.A. § 36-22-1 *et seq.* and the restriction will be enforced by the State of Georgia.

3.

This covenant shall be binding upon the Covenantor, its heirs, successors and assigns, and upon occupiers or users of the Property forever. This covenant shall not terminate upon some fixed amount of time, but shall run with the land both as to benefit and as to burden. This covenant is established as a conservation benefit to the general public for the purpose of preserving greenspace and shall run in perpetuity as provided in O.C.G.A. §44-5-60(c).

IN WITNESS WHEREOF Covenantor has duly executed this covenant on this the _____ day of ____, 2002.

Signed, Sealed and Delivered
in the presence of:

The City of Peachtree City,
A Georgia municipal corporation

____
Unofficial Witness

____
Steve Brown , Mayor

____
Notary Public
Commission Expires:______________

[NOTARIAL SEAL]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Colin Halterman, Acting City Manager** CWH

FROM: **Paul Salvatore, Director of Financial Services** P.S.

DATE: **October 7, 2002**

SUBJECT: **Budget Amendment- Drake Field Land Acquisition**

In preparing the recently adopted FY 2003 Budget and 5-Year PIP, staff used budget estimates for the purchase of Drake Field land tracts based upon the size of the tracts being conveyed each year. However, the City Attorney has since pointed out to staff that the budget amounts should have been based upon the Development Authority's debt service requirements instead, which total $475K per year for fiscal years 2003 and 2004. Therefore, although the purchase price for this transaction has not changed, there is too much budgeted for this item in FY 2004, but not enough budgeted for the current fiscal year, hence staff's request to amend the FY 2003 budget.

As you may recall, the initial seed money for the acquisition of Drake Field came from the land acquisition fund that was established with the proceeds of property tax receipts that exceeded the budget amounts, for prior fiscal years. Since the actual property tax levy for this year will yield approximately $133K more than the amount budgeted, staff proposes that we appropriate the difference of $84K needed for Drake Field from this same source, for consistency with prior years funding practices for this expense. As mentioned, we can then cut back on next year's appropriation for Drake Field. We should also still exceed property tax collections budgeted for this fiscal year by about $50K even after making this amendment.

Staff therefore requests that Council adopt the attached resolution to amend the FY 2003 budget.

Attachment 1

City of Peachtree City
FY 2002 Budget Amendment
June 20, 2002

General Fund (100)

	Increase Amount	Budget Increase From	To
Estimated Revenues			
Ad Valorem Taxes	$84,000		
Appropriations			
Transfer to PIP Fund	$84,000		
Total Increase in Appropriations:	**$84,000**	**$20,260,847**	**$20,344,847**

Public Improvement Program Fund (350)	Increase Amount	Budget Increase From	To
Estimated Revenues			
Transfer from General Fund	$84,000		
Appropriations			
Land Acquisition- Drake Field	$84,000		
Total Increase in Appropriations:	**$84,000**	**$4,802,081**	**$4,886,081**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Council Members**

FROM: **Steve Brown** SB

DATE: **October 7, 2002**

SUBJECT: **Appointment to Fayette County Board of Health**

Last year the City's citizen representative on the Fayette County Board of Health resigned before her term was completed. On April 20, 2001, Council appointed Mr. Tom Bowman to fill this unexpired term that expires December 31, 2002. Mr. Bowman has expressed a willingness to be reappointed to serve a full term. This six-year term would begin January 1, 2003 and end December 31, 2008.

I have met with Mr. Bowman and am supportive of his reappointment. I have attached a copy of the application for appointment he submitted last year for your review. This item has been placed on the consent agenda for the October 17, 2002 meeting.

SDB/jsm

Attachment

Fayette County Board of Health –
Application for Appointment

Thomas I. Bowman
107 Marks Style
Peachtree City, GA 30269

How long have you been a resident of Peachtree City?

My family and I moved to Peachtree City in July, 1994.

Why are you interested in serving on the Board of Health?

I learned of the position opening from the announcement in the Peachtree City Update. I see this as an opportunity to learn about the county and community I make my home, to make a contribution to my community and to make Fayette County a better place to live.

What Qualifications and experience do you possess that would benefit the Board of Health?

I have spent the last 12 years of my career working in different areas of public health at the state and federal levels, working with local health departments and their challenges. I have an appreciation and understanding of the mission and scope of local health departments in areas such as access to adequate health care, special patient needs, water quality and retail food inspection. I also have a public health regulatory background in developing and enforcing rules and regulations and developing public health policy.

List Major jobs you have held during your working career to include names of company and position.

(08/00- Present) U.S. Department of Health and Human Services (DHHS)/U.S. Public Health Service (USPHS), (Sr. Environmental Health Specialist) Assigned to the Office of the Secretary, Immediate Office of the Regional Health Administrator, Reg. IV, Office Of Emergency Preparedness as an Emergency Coordinator/Emergency Operations Officer.

(7/94-8/00) DHHS/USPHS Assigned to the U.S. Food and Drug Admin., Office of Regulatory Affairs, Southeast Regional Office., Consumer Safety Officer (Investigator) State Cooperative Programs

(1/89-7/94) Florida Department of Agriculture and Consumer Services, Agricultural and Consumer Protection Spec. /FDA Certified Milk Sanitation Rating Officer

Do you have any past experience relating to public health? If so, describe.

All of the positions listed above have been related to the field of public health. More specifically, I currently work with state and local health departments in the eight states of Region IV, representing DHHS on health and medical emergency preparedness issues. Also, I respond as a federal partner with FEMA during federally declared disasters as part of the federal response plan. I work with city governments and county health departments in developing plans for Metropolitan Medical Response Systems to improve local medical response capabilities for chemical, biological or nuclear terrorist events. Working for the Regional Health Administrator, I have the opportunity to hear and take part in discussion of national public health initiatives of the Secretary of DHHS and the U.S. Surgeon General. At the FDA I was responsible for the Southeast Region Milk Safety program and worked with state and local health departments in 9 states, I was also standardization in Retail Food Inspection and was part of the Olympic Village Food Inspection team during the 1996 Olympics. At the Florida Dept. of Agriculture, I was involved in environmental health issues such as water quality, food and milk processing and conducted certification inspections of milk processing plants and producers to participate in interstate commerce. I am also a member of the National Environmental Heath Association.

Have you ever attended any Board of Health meeting? No

Would there be any conflict of interest between your employment and you serving on the Board of Health? No

Describe your community involvement.

I have been a volunteer member of the Peachtree City Fire Department since October 1994 as a Firefighter/EMT, Sergeant at Weber Station (Station 82) for the past two years and member of the Fayette County Multi-Jurisdictional Hazardous Materials Response Team as a Haz-Mat Technician. I am also an Associate Advisor for the PCFD Fire Explorer Post 209. As a member of the PCFD, I have participated in a multitude of community events such as the Georgia Burn Foundation Boot drive, PCFD open house, PCFD July 4th expositions, EMS coverage for PTC Running club events and the PTC Recreation Dept. in addition to basic Peachtree City Fire Department and EMS public safety activities.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Colin Halterman, Interim City Manager

FROM: Paul J. Salvatore, Director of Financial Services P.S.
Janet I. Camburn, Assistant Finance Director

DATE: October 8, 2002

SUBJECT: Sale of City Property

The City has recently ordered two quarter pipes from Southern Playgrounds to replace the half pipe at the Skatepark at Shakerag Knoll. The City wishes to remove the old equipment prior to the installation of the new equipment.

Attached please find a request for sealed bids for the sale of the existing half pipe. This request follows procedures outlined in Peachtree City's City Administration Regulation (CAR) 7-1. Upon approval by City Council, the City will advertise this equipment for bid on the City web site.

Thank you for your consideration of this matter.

Attachment

JIC/HPSALE

Proposal

To Place for Sale Through Sealed Bid the "Halfpipe" Skateboard Structure at the Skatepark at Shakerag Knoll, Peachtree City, GA

The City of Peachtree City is seeking to sell, through a sealed bid procedure, the "halfpipe" skatepark structure that currently is placed in the skatepark at Shakerag Knoll, near the Recreation Department offices, 191 McIntosh Trail, Peachtree City, GA 30269. The structure measures 5'8" high (from ground to top of pipe,) 34' in length and 24' wide, with an 8' flat area between the two quarter pipes. The pipe itself (skating surface) measures 5' high, 26' in length and 24' wide. The skating surface is made entirely of steel, while the supporting structure is wood. The structure is approximately 12 years old.

The structure is to be sold "as is" with the following conditions:

1) All bidders must personally come to the skatepark and see the structure in order to assess its condition.

2) All bidders must agree, if awarded, to personally take possession of the structure and transport it away from its current location to their own location within the time frame described below. Failure to do so will result in the agreement with the highest bidder to be voided and the sale to be awarded to the next-highest bidder.

3) All bidders must agree, if awarded, that once they begin to take possession of the equipment, they assume liability for its safe dismantling and transport, and further to, from that time forward, agree that the City of Peachtree City, its City Council members, employees and agents assume no responsibility for personal injury and/or property damage which might be suffered during participation in any and all activities involving this equipment and will hereby expressly release the City, City Council members, employees and agents from any and all liability relating to any such injury and/or damage.

All sealed bids must be received no later than 3:00 p.m. October 30, 2002 in the office of the Purchasing Department, 151 Willowbend Road, Peachtree City, Georgia 30269, with removal of the equipment to be scheduled for the week of November 4-8, 2002.

If you have any questions, please contact Athletic Coordinator Jim O'Connell at joconnell@peachtree-city.org or by phone at (770) 631-2542. Thank you for your consideration.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

VIA: Interim City Manager

FROM: City Engineer

DATE: October 9, 2002

SUBJECT: SR-54 Right-of-Way Deeds

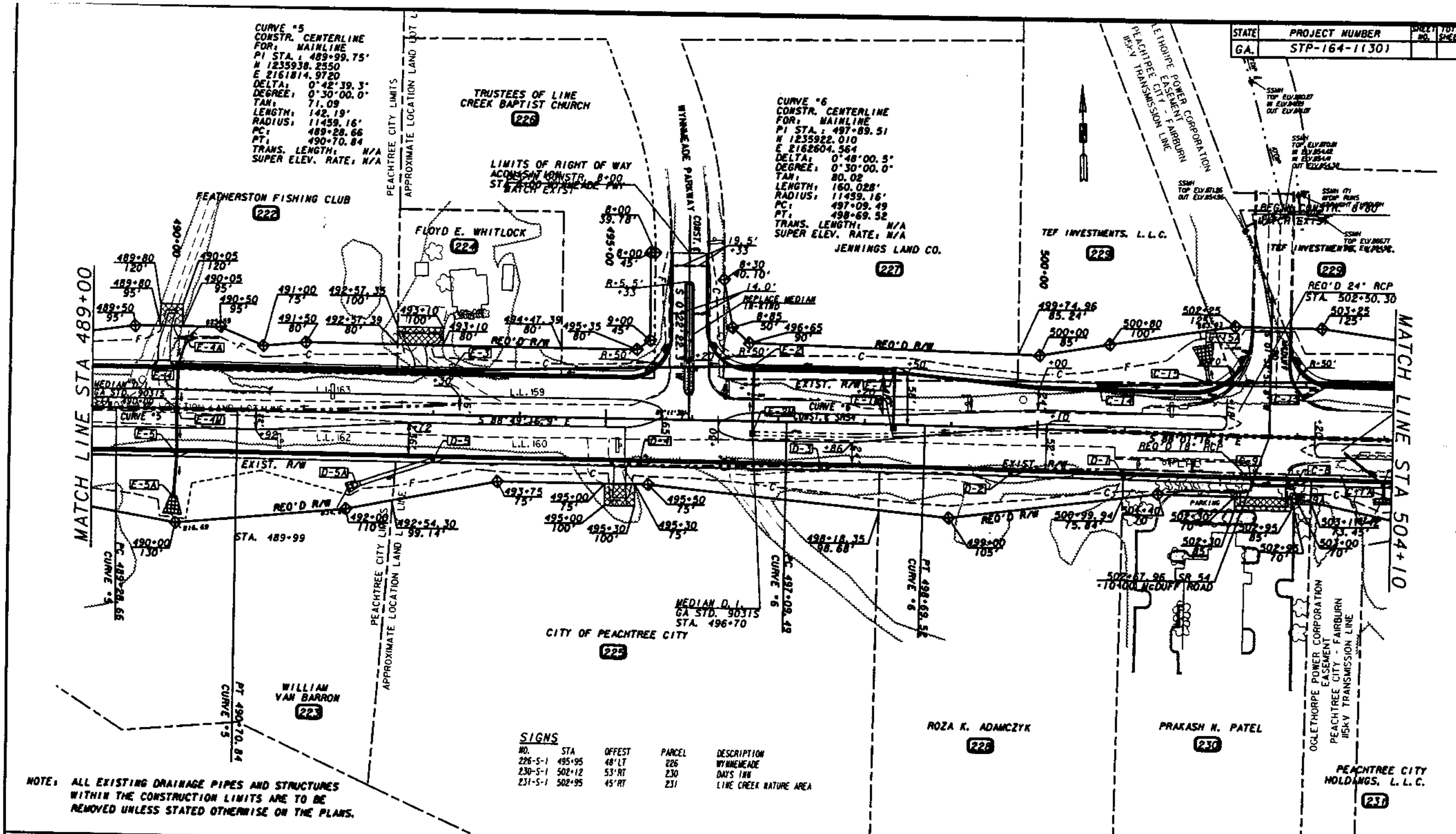
The City owns several parcels adjacent to State Route 54, and GDOT is requesting that we deed the right-of-way for these parcels to them for the widening of the road. Attached is a plan of the area with the subject parcels highlighted. The parcels and acreages are as follows:

Parcel # 225	.391 Acres	Property across from Wynnmeade Parkway, part of the Line Creek Nature Area
Parcel # 231	.293 Acres	Property east of Days Inn on the south side of the highway, part of the Line Creek Nature Area
Parcel # 244	.211 Acres	Property in front of Tennis Center, west of Planterra Way
Parcel # 245	.303 Acres	Property in front of Tennis Center, east of Planterra Way
Parcel # 250	.080 Acres	Property at the SW corner of Huddleston Drive & 54

Staff is recommending that Council authorize the Mayor to sign the right-of-way deeds required for the highway widening.

Attachment

F:\HOME\TROY\PROJECTS\PUBWORKS\ROADS\SR54\ROW\MEMO2.DOC



SIGNS

NO.	STA	OFFEST	PARCEL	DESCRIPTION
226-S-1	495+95	48'LT	226	WYNNMEADE
230-S-1	502+12	53'RT	230	DAYS INN
231-S-1	502+95	45'RT	231	LINE CREEK NATURE AREA

NOTE: ALL EXISTING DRAINAGE PIPES AND STRUCTURES WITHIN THE CONSTRUCTION LIMITS ARE TO BE REMOVED UNLESS STATED OTHERWISE ON THE PLANS.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

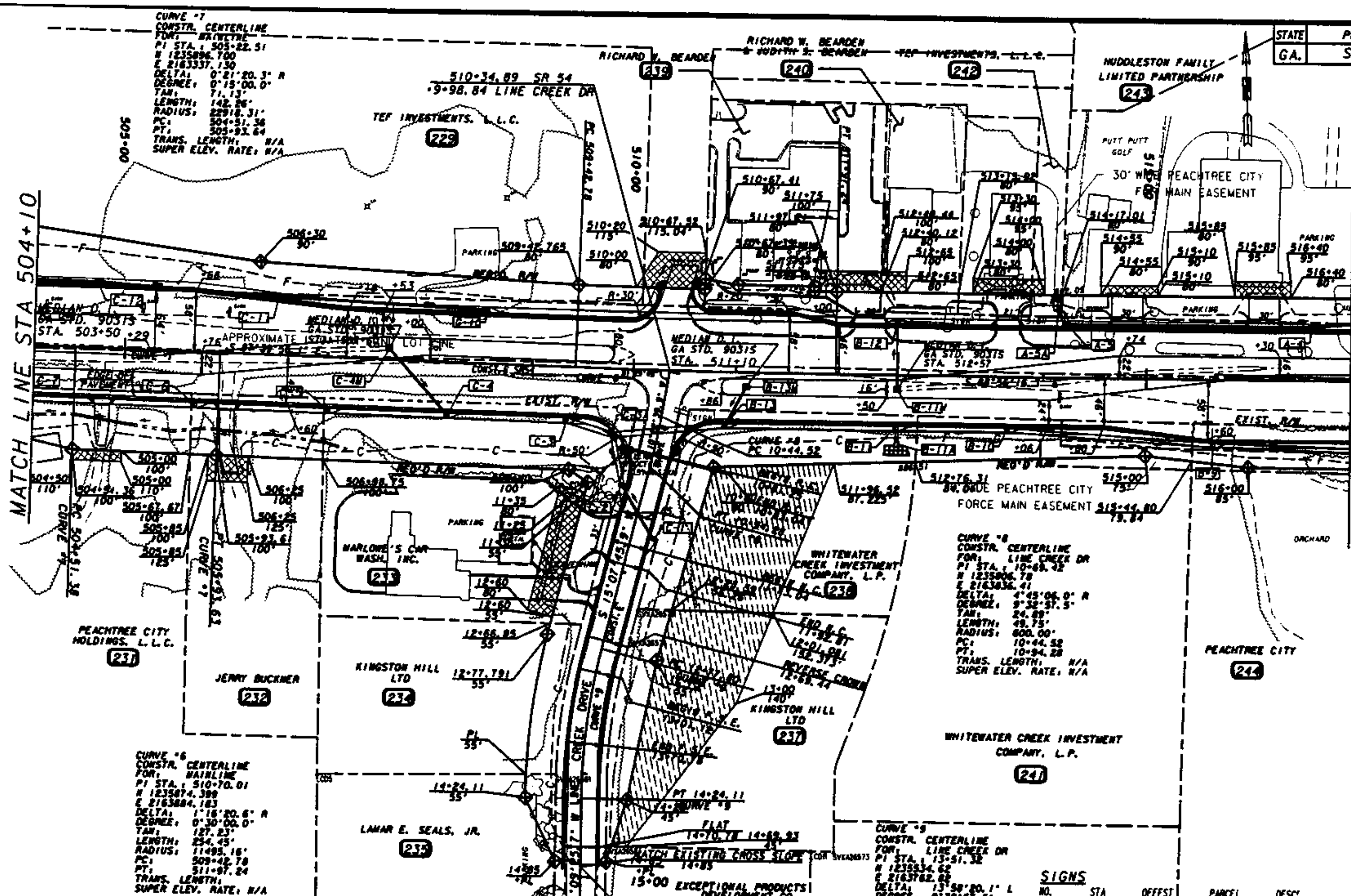
RIP RAP, TYPE 3
SEDIMENT BASIN, TYPE I
REQUIRED STRAIN POLE

SCALE IN FEET
0 50 100 200

DATE	REVISIONS	DATE	REVISIONS

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	STP-164-1(30)		

GEORGIA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLAN
PROJ. STP-164-1(30) COWETA COUNTY
DATE 09/25/01 SH 6 OF 10
STA. 489+00 TO STA. 504+10



SIGNS

NO.	STA	OFFEST	PARCEL	DESC'
233-S-1	510+00	59'RT	233	PEA'
235-S-1	515+17	25'LT	235	LI
238-S-1	510+80	44'RT	238	I
239-S-1	511+37	67'LT	239	
240-S-1	513+07	62'LT	240	
242-S-1	513+85	61'LT	242	
243-S-1	514+40	45'LT	243	

NOTE: ALL EXISTING DRAINAGE PIPES AND STRUCTURES WITHIN THE CONSTRUCTION LIMITS ARE TO BE REMOVED UNLESS STATED OTHERWISE ON THE PLANS.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

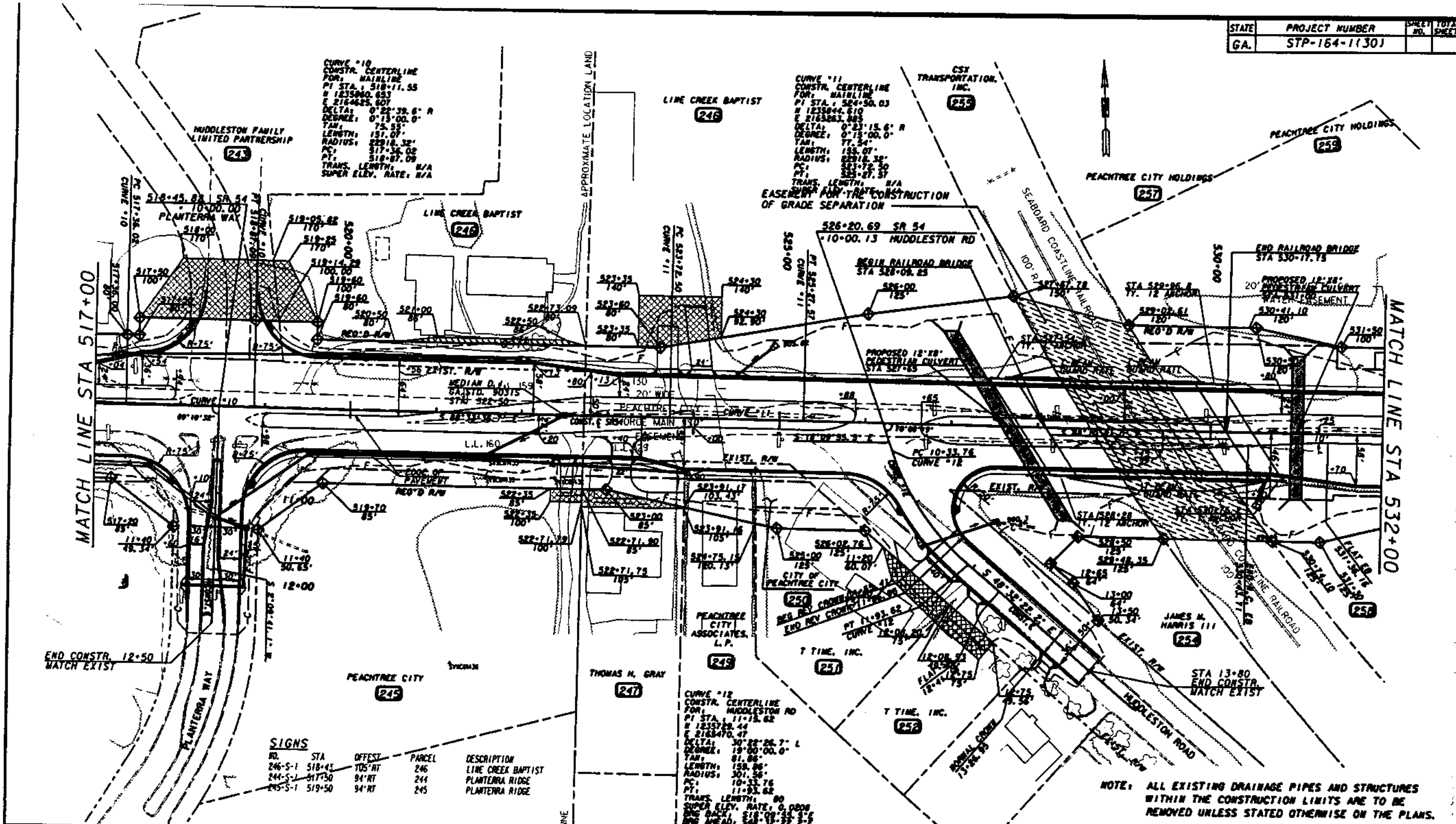
RIP RAP, TYPE 3
SEDIMENT BASIN, TYPE I
REQUIRED STRAIN POLE

SCALE IN FEET
0 50 100 200

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLAN
PROJ. STP-164-1(30) COWETA COUNTY
DATE 09/25/01 SH 7 OF 10
STA. 504+10 TO STA. 517+00

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	STP-164-1(30)		



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

RIP RAP, TYPE 3
SEDIMENT BASIN, TYPE I
REQUIRED STRAIN POLE

SCALE IN FEET
0 50 100 200

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLAN
PROJ. STP-164-1(30) COWETA COUNTY
DATE 09/25/01 SH 8 OF 10
STA. 517+00 TO STA. 532+00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Colin Halterman** CVH

FROM: **Jane Miller**

DATE: **October 7, 2002**

SUBJECT: **Proposed Change in Charter**

As discussed at the last meeting, currently, **Section 2.15 City Attorney** of the Peachtree City Charter requires that whichever law firm or individual appointed as City Attorney is also the prosecuting officer (solicitor) in municipal court. Some members of Council have indicated a preference of having the flexibility to appoint a City Attorney and a Municipal Court Solicitor. This would not be a significant change and could be accomplished under our home rule power. There are procedures that must be followed under the home rule provision which include voting to adopt ordinances amending the charter at two consecutive regular Council meetings, running an ad in the newspaper once a week for three weeks, and filing a copy of the proposed amendment with the Clerk of Superior Court. No amendment to the charter shall become effective until a copy of the amendment and other required documentation have been filed with the Secretary of State and the Clerk of Superior Court after the vote by Council.

To begin the process, Council will need to adopt the attached proposed charter change (added language is in **bold**) at the October 17 meeting and again at the next regular meeting on November 7. Staff has placed the appropriate advertisement in the newspaper and filed a copy with the Clerk of Superior Court. After the second adoption of the ordinance on November 7, staff will file the appropriate paperwork with the Secretary of State and the Clerk of Superior Court

Jsm

Attachment

ORDINANCE NO. ______

AN ORDINANCE TO AMEND SECTION 2.15 OF THE PEACHTREE CITY CODE OF ORDINANCES AND TO REPLACE IT WITH THE FOLLOWING ORDINANCE TO PROVIDE FOR OPTIONS IN CITY ATTORNEY DUTIES AND RESPONSIBILITIES AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 2.15 be amended and replaced with the following:

(1) The city council shall appoint a city attorney, which may be a law firm, and shall provide for payment of such attorney for the services rendered to the city. The city attorney shall be responsible for the representation and defense of the city in all litigation in which the city is a party and will coordinate such representation with all attorneys provided to the city through applicable insurance contracts, if any; shall be the prosecuting officer in the municipal court **unless the city council appoints a separate attorney or law firm to be the prosecuting officer as provided below**; shall attend the meetings of the council as directed; shall advise the city council, mayor and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of the person's position as city attorney. **The city council may, in its discretion, appoint an attorney or law firm who is not the same person or law firm as the city attorney to serve as the prosecuting officer in municipal court.**

(2) All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this ________day of _______________, 2002.

____
Mayor

____

____

____

____

_________________________Attest
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Council Members**

FROM: **Mayor Brown** SB

DATE: **October 7, 2002**

SUBJECT: **Discuss Additional Golf Cart Issues**

Council Member McMenamin has requested that this item be placed on the October 17 council agenda. I understand that she wishes to discuss restricted hours for 15 year olds to operate golf carts, penalties for violations of the golf cart ordinance and perhaps other issues. During this discussion, I want to discuss the topic of requiring liability insurance coverage for golf carts and have attached a copy of a legal opinion from the City Attorney that addresses this issue.

SDB/jsm

Attachment

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC

Attorneys-At-Law

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

Michele M. Bradley
Susan M. Brown
Karen C. Gainey
Christy R. Jindra †

400 Westpark Court
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Telephone: (770) 631-1811
Facsimile: (770) 631-1771

E-mail:
postmaster@webb-firm.com

Web Site:
www.webb-firm.com

Other Offices
7 West Broad St.
Fairburn, Georgia 30213

Other licenses:
* Florida
† Illinois

September 13, 2002

Mr. Jim Bsinger
City Manager
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

RE: <u>Requiring Liability Insurance Coverage for Golf Carts</u>

Dear Jim:

My office was asked whether the City has the legal authority to require liability insurance coverage for operators of golf carts who travel along the cart paths, streets, and other areas accessible to the public. As you can imagine, there is no definitive answer in the Georgia statutes since Peachtree City is the only place in the state with such a large volume of golf carts. However, after reviewing the law, it appears that state law would not prohibit the City from taking action in this area. Thus, if the City Council wants to pass an ordinance requiring insurance coverage, then such an ordinance is likely to survive a "preemption" attack (*i.e.*, the state has not preempted our authority to require insurance on golf carts because the state has passed other laws governing such matters).

While Peachtree City may have the legal right to pass such ordinances, many questions remain concerning this issue. These questions include what type of insurance, what amount of insurance, how will coverage be proven, how will the City monitor the presence of insurance, and what penalties will be imposed for failure to comply with the law. If Council is interested in pursuing such a law, then these questions must be answered before the ordinance is enacted.

Should you wish to discuss this matter further, please contact me.

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WEBB COLLINS WADE
ATTORNEYS AT LAW

Best regards.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

RPL:

I:\PTC\CITY\Opinions 2002\Basinger Golf Cart Insurance.wpd

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Colin Halterman

DATE: October 11, 2002

SUBJECT: Nuisance Abatement Ordinance

At the September 19, 2002 meeting, Council instructed the City Attorney to draft a Nuisance Abatement Ordinance based on the presentation made by Council Member Weed. The City Attorney has forwarded the attached ordinance for council review and action.

CH/jsm

Attachment

ORDINANCE NO. _____

AN ORDINANCE TO CREATE A NEW CHAPTER 51 OF THE CODE; TO ESTABLISH FINDINGS THAT DWELLINGS, BUILDINGS, OR STRUCTURES EXIST IN THE CITY OF PEACHTREE CITY OF A NEGATIVE CONDITION OR CHARACTER AS DESCRIBED IN THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) SECTION 41-2-7; TO ADOPT THE FINDINGS HEREIN IN ACCORDANCE WITH SECTION 41-2-9(a); TO ESTABLISH RULES AND REGULATIONS FOR ABATEMENT OF UNSAFE OR UNHEALTHFUL PREMISES; TO RENUMBER EXISTING NUISANCE PROVISIONS OF THE CITY CODE; AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that the Code of Ordinances, City of Peachtree City, Georgia, is amended by adding a chapter to be numbered 51 and by adding sections to be numbered 51-1 through 51-6, which sections read as follows:

CHAPTER 51
NUISANCE ABATEMENT

Sec. 51-1 Findings of the Existence of Nuisances.

(a) The governing authority of the City of Peachtree City, Georgia finds and declares that within the city limits of the City of Peachtree City there is the existence or occupancy of dwellings or other buildings or structures which are unfit for human habitation or for commercial, industrial, or business occupancy or use and not in compliance with applicable state minimum standard codes as adopted by ordinance or operation of law or any optional building, fire, life safety, or other codes relative to the safe use of real property and real property improvements adopted by ordinance in the City of Peachtree City; or general nuisance law and which constitute a hazard to the health, safety, and welfare of the people of the City and the sate; and that a public necessity exists for the repair, closing, or demolition of such dwellings, buildings, or structures.

(b) It is further found and declared that in the City of Peachtree City where there is in existence a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people of the City and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation. The governing authority of the City finds that there exist in the City dwellings, buildings, or structures which are unfit for human habitation or for commercial, industrial, or business uses due to dilapidation and which are not in compliance with applicable codes; which have defects increasing the hazards of fire, accidents, or other calamities; which lack adequate ventilation, light, or sanitary facilities; or other conditions exist rendering such dwellings, buildings or structure unsafe or unsanitary, or dangerous or detrimental to the health, safety, or welfare, or otherwise inimical to the welfare of the residents of the City, or vacant, dilapidated dwellings, buildings, or structures in which drug crimes are being committed, and private property exists constituting an endangerment to the public health or safety as a result of unsanitary or unsafe conditions to those persons residing or working in the vicinity of the property.

(c) It is the intention of the governing authority that this Ordinance shall comply with and does comply with O.C.G.A. '41-2-9(a) as a finding that conditions as set out in O.C.G.A. '41-2-7 exist within the City of Peachtree City, Georgia.

Sec. 51-2 Definitions.

"Applicable codes" means

any optional housing or abatement standard provided in Chapter 2 of Title 8 of the O.C.G.A. as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;

any fire or life safety code as provided for in Chapter 2 of Title 25 of the O.C.G.A.; and

any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. Chapter 2 of Title 8 after October 1, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.

"Closing" means causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.

"Drug crime" means an act which is a violation of O.C.G.A. Article 2 of Chapter 13 of Title 16, known as the Georgia Controlled Substances Act.

"Dwellings, buildings, or structures" means any building or structure or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design. The term "dwellings, buildings, or structures" shall not mean or include any farm, any building or structure located on a farm , or any agricultural facility or other building or structure used for the production, growing, raising, harvesting, storage, or processing of crops, livestock, poultry, or other farm products.

"Governing authority" means the Mayor and Council of the City of Peachtree City, Georgia.

"Municipality" means any incorporated city within this state.

"Owner" means the holder of the title in fee simple and every mortgagee of record.

"Parties in interest" means:

1. Persons in possession of said property and premises;
2. Persons having of record in the county in which the dwelling, building, or structure is located any vested right, title, or interest in or lien upon such dwelling, building, or structure or the lot, tract, or parcel of real property upon which the structure is situated or upon which the public health hazard or general nuisance exists based upon a 50 year title examination conducted in accordance with the title standards of the State Bar of Georgia;
3. Persons having paid an occupational tax to the governing authority for a location or office at the subject building or structure; or
4. Persons having filed a property tax return with the governing authority as to the subject property, building, or structure.

(a) "Public authority" means any member of a governing authority, any housing authority officer, or any officer who is in charge of any department or branch of the government of the municipality, county, or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the county or municipality.

(b) "Public officer" means the officer or officers who are authorized by O.C.G.A. Section 41-2-7, Section 41-2-8 and Sections 41-2-9 through 41-2-17 and by this Ordinance adopted under Section 41-2-7, Section 41-2-8, and Sections 41-2-9 through 41-2-17 to exercise the powers prescribed by this Ordinance or any agent of such officer or officers.

(c) "Repair" means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(d) "Resident' means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

Sec. 51-3 Duties of Owners; appointment of public officer; procedures for determining premises to be unsafe or unhealthful.

(a) It is the duty of the owner of every dwelling, building, structure, or property within the jurisdiction to construct and maintain such dwelling, building, structure, or property in conformance with applicable codes in force within the City, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure or property in violation of such codes or ordinances.

(b) The Mayor and Council of the City of Peachtree City appoint or designate the City Building Official, City Code Enforcement Official, City Fire Chief, City Fire Marshall, City Police Chief, and his/her designees as public officer(s) to exercise the powers prescribed by this Ordinance.

(c) Whenever a request is filed with the public officer by a public authority or by at least five (5) residents of the City of Peachtree City charging that any dwelling, building, or structure is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer shall make an investigation or inspection of the specific dwelling, building, structure, or property. If the officer=s investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the public officer may issue a complaint in rem against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint to be served on the owner and parties in interest in such dwelling, building, or structure. The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the owner of the parties in interest; state with particularity the factual basis for the action; and contain a statement of the action sought by the public officer to abate the alleged nuisance. The summons shall notify the owner and parties in interest that a hearing will be held before a court of competent jurisdiction as determined by O.C.G.A. Section 41-2-5, at a date and time certain and at a place within the City where the property is located. Such hearing shall be held not less that fifteen (15) days nor more than forty-five (45) days after the filing of said complaint in court. The owner and parties in interest shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(d) If after such notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with applicable codes; is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support such determination and shall issue and cause to be served upon the owner and any parties in interest that have answered the complaint or appeared at the hearing an order:

1.) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the applicable codes relevant to the cited violation and, if applicable, to secure the structure so that it cannot be used in connection with the commission of drug crimes; or

2.) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with applicable codes relevant to the cited violations cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the owner, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.

For purposes of this Ordinance, the court shall make its determination of Areasonable cost in relation the present value of the dwelling, building, or structure@ without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair alter, or improve a structure may be considered. Income and financial status of the owner shall not be factors in the court=s determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43 of the O.C.G.A., qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the applicable codes relevant to the cited violations in force in the City.

(a) If the owner fails to comply with an order to repair or demolish the dwelling, building, or structure, the public officer may cause such dwelling, building, or structure, to be repaired, altered, improved, to be vacated and closed, or demolished. The public officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words:

>This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes and endangerment to the public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."

(b) If the public officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any moneys received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The public officer and the City are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.

(c) The amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the tax commissioner, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition, shall be a lien against the real property upon which such cost was incurred.

(d) With respect to the lien provided for in paragraph (g) of Section 51-3 of this Ordinance section:

1) The lien shall attach to the real property upon the filing of a certified copy of the order requiring repair, closure or demolition in the office of the clerk of superior court in Fayette County and shall relate back to the date of the filing of the lis pendens notice required under subsection (g) of O.C.G.A. '41-2-12. The clerk of superior court shall record and index such certified copy of the order in the deed records of Fayette County and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior, and shall continue in force until paid. After filing a certified copy of the order with the clerk of superior court, the public officer shall forward a copy of the order and a final statement of costs to the county tax commissioner. It shall be the duty of the county tax commissioner to collect the amount of the lien in conjunction with the collection of ad valorem taxes on the property and to collect the amount of the lien as if it were a real property ad valorem tax, using all methods available for collection real property ad valorem tax, including specifically Chapter 4 of Title 48 of the O.C.G.A.; provided, however that the limitation of O.C.G.A. '48-4-78 which requires twelve (12) months of delinquency before commencing a tax foreclosure shall not apply. The tax

commissioner shall remit the amount collected to the governing authority of City of Peachtree City. Thirty (30) days after imposition of the lien, the unpaid lien amount shall bear interest and penalties in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes;

2) The tax commissioner shall collect and retain an amount equal to the cost of administering a lien authorized by O.C.G.A. ' 41-2-7 et seq. unless such costs are waived by resolution of Fayette County. Any such amount collected and retained for administration shall be deposited in the general fund of the county to pay the cost of administering the lien; and

3) The City may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the City agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

i) Where the abatement action does not commence in the superior court, review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be by direct appeal to the superior court under O.C.G.A. ' 5-3-29.

a) The public officers designated herein may issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and conditions creating a public health hazard or general nuisance, and may seek to enforce such citation in court of competent jurisdiction prior to issuing a complaint in rem as provided in this Ordinance.

(a) Nothing in this Ordinance shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise. Nothing in this Ordinance shall be construed to abrogate or impair the powers of the courts or of any department of the City to enforce any provisions of any local enabling Act, charter, or ordinance or regulation nor to prevent or punish violations thereof; and the powers conferred by this Ordinance shall be in addition to and supplemental to the powers conferred by any other law or ordinance, legislation, or regulation.

Section 51-4 Determinations by Public Officer Under Existing Ordinances.

The public officer may determine, under existing ordinances, that a dwelling, building, or structure is unfit for human habitation or is unfit for its current commercial, industrial, or business use if he/she finds that conditions exist in such building, dwelling, or structure which are dangerous or injurious to the health, safety, or morals of the occupants of such dwelling, building, or structure; of the occupants of neighborhood dwelling, buildings, or structures; or of other residents of the City. Such conditions include the following (without limiting the generality of the foregoing):

(a) Defects therein increasing the hazards of fire, accidents or other calamities;
(b) Lack of adequate ventilation, light, or sanitary facilities;
(c) Dilapidation;
(d) Disrepair;
(e) Structural defects;
(f) Uncleanliness; and
(g) Other additional standards which may from time to time by adopted and referenced herein by Ordinance amendment.

The public officer may determine, under existing ordinances, that a dwelling, building, or structure is vacant, dilapidated, and being used in connection with the commission of drug crimes based upon personal observation or report of a law enforcement agency and evidence of drug crimes being committed.

Sec. 51-5 Powers of public officers.

In addition to any other powers granted elsewhere under this Ordinance, the public officer(s) designated in this Ordinance shall have the following powers:

(h) To investigate the dwelling conditions in the City in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;

(i) To administer oaths and affirmations, to examine witnesses, and to receive evidence;

(j) To enter upon premises for the purpose of making examinations; provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;

(k) To appoint and fix the duties of such officers, agents, and employees as he or she deems necessary to carry out the purposes of the Ordinance;

(l) To delegate any of his or her functions and powers under the Ordinance to such officers and agents as he or she may designate; and

(m) To take any other lawful actions which are necessary or convenient to carry out and effectuate the provisions of O.C.G.A. ' 41-2-7 through 41-2-17 or this Ordinance.

Sec. 51-6 Service of Complaints.

(n) Complaints issued by a public officer pursuant to this ordinance shall be served in the following manner. In all cases, a copy of the complaint and summons shall be conspicuously posted on the subject dwelling, building, or structure within three (3) business days of filing of the complaint and at least ten (10) days prior to the date of the hearing. A copy of the complaint and summons shall be served in one of the following ways:

1) Personal service upon each owner and party in interest if such parties are residents of the county. Service shall be perfected at least ten (10) days prior to the date of the hearing. Service may be made by the public officer designated by ordinance to abate nuisances or by any law enforcement officer of the City; and a return of service, filed with the clerk of the appropriate court, shall be deemed sufficient proof that service was perfected;

2) Pursuant to the provisions of Article 5 Chapter 4 of Title 48 of the O.C.G.A.; or

3) Statutory overnight delivery.

(o) If any owner or party in interest is a resident of this state but resides outside of the county, service shall be perfected by certified mail or statutory overnight delivery, return receipt requested, to the most recent address shown in the county tax filings and mailed at least fourteen (14) days prior to the date of the hearing.

(p) Nonresidents of this state, whose mailing address is known, shall be served by certified mail or statutory overnight delivery, return receipt requested, mailed at least fourteen (14) days prior to the date of the hearing. For nonresidents whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff=s advertisements appear in such county once a week for two (2) consecutive weeks prior to the hearing.

(q) In the event either the owner or any party in interest is a minor, estate, an incompetent person, or person laboring under disabilities, the guardian or other personal representative of such person shall be served and such guardian or personal representative resides outside the county or is a nonresident of this state, he or she shall be served as provided for in subsection (6) of this Ordinance. If such owner or party in interest has no guardian or personal representative, service shall be perfected by serving the judge of the probate court of Fayette County at least thirty (30) days prior to the date of the hearing which judge shall stand in the place of and protect the rights of such minor, estate, or incompetent person or appoint a guardian ad litem for such person.

(r) In the event of unknown persons or unborn remaindermen who are likely to have any rights in the property or interest or the proceeds thereof, the judge of the probate court of Fayette County shall be personally served at least thirty (30) days prior to the date of the hearing, and it shall be the duty of the judge of the probate court to stand in the place of the protect the rights of such unknown parties or unborn remaindermen.

(s) In the event the whereabouts of any owner or party in interest is unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence or if any owner or party in interest cannot, after due diligence, be served as provided in this Ordinance, the public officer shall make an affidavit to that effect and serve by publication in the manner provided in subsection (3) of this Ordinance, and such publication shall be sufficient proof that service was perfected.

(t) A notice of lis pendens shall be filed in the office of the clerk of superior court of Fayette County at the time of filing the complaint in the appropriate court. Such notice shall have the same force and effect as other lis pendens notices provided by law.

(u) Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided in this Ordinance on the owner and any party in interest who answers the complaint or appears at the hearing. Any party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that existing Sections 50-21 through 50-25 of the Code of Ordinances, City of Peachtree City, be renumbered as Sections 51-10 through 51-14.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Done, Ratified and Passed this __ day of ______, 2002.

Signature page follows

Mayor

City Council

Attest

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Councilmembers

VIA: Interim City Manager
Interim Director of Developmental Services

FROM: City Planner

DATE: October 9, 2002

SUBJECT: Leach Tract Rezoning Request

The Applicant for the proposed rezoning, Southeast Properties, Inc., initially submitted a Request for Rezoning on July 16, 2002. After Staff review and the submittal of all information necessary to move forward with this request, Staff accepted the Application on August 12. A Public Hearing was scheduled for the Planning Commission meeting on August 26, and another at the City Council meeting on September 19 to hear this request.

Rather than conduct the initial Public Hearing, Staff recommended that the project be discussed in a workshop format prior to consideration. Two workshops were held at the Planning Commission meetings on August 26 and September 9. The Planning Commission did hear the rezoning request at the September 23 meeting, and voted unanimously to forward the rezoning request to City Council with the recommendation that it not be approved.

Since that time, the Applicant has submitted a revised site plan for consideration. Additionally, Staff has also discovered that the September 23 Public Hearing was not properly advertised, therefore making the Planning Commission's recommendation null and void.

The Applicant has agreed to take the revised site plan back to the Planning Commission at their meeting on October 28. We anticipate bringing this project to City Council for consideration at the November 21 meeting. All advertising and notification necessary for the proposed rezoning request will be done in accordance with the City's requirements.

At this time, Staff recommends that no action be taken on the proposed request for rezoning for the Leach Tract located at 355 Highway 74 North.

Council: FYI

BOB ADAMS
H O M E S

October 4, 2002

David E. Rast, ASLA
Peachtree City Land Planner
151 Willowbend Drive
Peachtree City, GA 30269

Dear David,

I know you're aware that we have the Isenberg parcel at the corner of Rockaway Road and State Hwy. 74 in Peachtree City under contract. It has come to my attention through news articles that the City may be under the impression that Bob Adams Homes is going to be building empty-nester product on that property. This may not be the case. I have never been asked that question. I think people have presumed that that's what we'll be building because we normally do. That is not a given for this piece of property. I wouldn't want the City to think I misled them in any way by my silence. Our intentions are to build what the market calls for in that area, which is yet to be decided by Bob Adams Homes.

Sincerely yours,

Bob Adams

Bob Adams

115 Lloyd Avenue • Tyrone, Georgia 30290 • 770-487-4663 • Fax: 770-631-4869 received Oct. 5

POSITION PAPER
Proposed Rezoning: Stephens Tract, GA Highway 74 South
City Planner/ Zoning Administrator David
October 10, 2002

Situation:

Mrs. Cathryn Redwine Stephens owns the property on GA 74 South immediately north of and adjoining the city's recycling facility and Rockaway Road. Piedmont Properties, Inc., desires to rezone the 125.367-acre tract from its current designation of GI General Industrial to GC General Commercial and LUR Limited Use Residential. The purpose of the rezoning is to develop a 124-lot single-family detached subdivision and a small retail center. Because the property is not currently zoned for this type of development, the Applicant is requesting that it be rezoned to an appropriate classification. A copy of the application is included as Attachment "A".

Facts:

1. The tract is 125.367-acres in area and is currently zoned GI General Industrial. The property owner, Mrs. Cathryn Redwine Stephens, has owned the property for many years.
2. The property adjoins the floodplain associated with Flat Creek to the north, which is zoned GI General Industrial; a similar floodplain in Coweta County to the west, which is zoned AG Agricultural; and the city's recycling center and Meade Field Softball Complex to the south, which is zoned GI General Industrial.
3. The recent update to the Land Use Plan recommended that the property be developed as single-family cluster residential.
4. The Applicant has provided a conceptual development plan for the overall tract, which identifies a retail and commercial component, a 124-lot subdivision, the realignment of Rockaway Road, the relocation of the existing transmission lines, a new entrance into the Meade Field Softball Complex, and approximately 80-acres of floodplain (Attachment "B").
5. The Applicant is requesting that 6.196-acres of the overall tract be rezoned to GC General Commercial to accommodate a small retail center and other commercial uses.
6. The Applicant is requesting that 37.263-acres of the overall tract be rezoned to accommodate a 124-lot single-family detached subdivision. The Applicant has entered into a contract with Bob Adams Homes to develop 88 of the 124 lots (Attachment "C").
7. The Applicant has indicated his willingness to donate 79.173-acres of the existing floodplain and 2.735-acres of right-of-way to accommodate the realignment of

Rockaway Road and the construction of a new access road to Meade Field to the City at no cost.

8. The Applicant will pay all costs associated with the design and relocation of Rockaway Road; all costs associated with the design and relocation of the existing transmission lines adjacent to Rockaway Road; and, all costs associated with the design and construction of the new access road to Meade Field.
9. The Applicant has indicated he will request that approximately 750' of the existing right-of-way of Rockaway Road be deeded to him from the City to accommodate the subdivision south of Rockaway Road.
10. The average lot size within the subdivision would be 6,000 SF, and the lots would vary in width from 60-70'. This lot size is consistent with other single-family cluster subdivisions within the city.
11. On September 23, 2002, the Planning Commission voted to recommend approval of the proposed rezoning with the following six conditions (Attachment "D"):
    - **(a) The conceptual development plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process. The total number of residential lots must not exceed 124.**
    - **(b) All internal streets must meet City standards for public streets.**
    - **(c) All costs associated with the design and construction of Rockaway Road must be paid by the Applicant.**
    - **(d) All costs associated with the relocation of the existing transmission lines adjacent to Rockaway Road must be paid by the Applicant.**
    - **(e) All costs associated with the design and construction of the new entrance road into Meade Field Softball Complex and Recycling Center must be paid by the Applicant.**
    - **(f) A 50'-wide City-owned greenbelt must be provided on either side of the new alignment of Rockaway Road. A landscape plan must be prepared and implemented in those areas where there is no vegetation or those areas underneath the new transmission line to provide a substantial buffer between the road and the adjoining subdivision.**
    - **(g) Access to all commercial parcels will be limited to Rockaway Road. No access to these parcels will be permitted from GA 74.**

(h) The architectural style, building materials, and color selection of the commercial development must be similar to that of the Wilshire Pavilion retail development across GA 74.

(i) The Applicant must construct a paved cart path in a similar manner as shown on the conceptual development plan.

(j) A statement that addresses the proximity of the subdivision to the airport shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Airport Authority, and the developer. This statement shall appear on the final development plat and in the subdivision covenants.

(k) The developer shall be responsible for paying the Braelinn impact fee in addition to the above additional project costs.

(l) Before presentation to City Council, the Applicant must obtain an updated letter from the Fayette County School Board relative to the impact the proposed subdivision would have on the school population.

12. The Applicant agreed to the Planning Commission's conditions.

13. The Applicant has provided revised documentation from the Fayette County Board of Education stating the impact to the existing school system with the reduction in the overall number of residential units (Attachment "E").

14. The Board of Education has also provided a response to the Educational Impact Statement as requested by Mayor Brown (Attachment "F").

<u>Recommendation</u>:

The proposed rezoning is consistent with the recent update to the City's Land Use Plan. Additionally, the Applicant will be donating approximately 65% of the overall tract to the City as open space; paying all costs associated with the design and construction of the realignment of Rockaway Road, a new entrance to the Meade Field Softball Complex and the Recycling Center; and, paying all costs associated with relocating the existing transmission lines in the area. The rezoning and subsequent development appears to be a "win-win" situation for both the developer and the City.

City Staff recommends that the proposed rezoning be approved to LUR Limited Use Residential and GC General Commercial as recommended by the Planning Commission. In addition, Staff recommends that appropriate language be adopted when the open space is donated to the City that conforms to the Governor's Greenspace program.

Attachments "A" – "F"

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:

APPROXIMATELY 123.9 ACRES LYING IN LANDLOTS 29 AND 30, LIES 6TH DISTRICT, FAYETTE COUNTY, GEORGIA. SUBJECT PROPERTY ON GA. HWY. 74 AND BOTH SIDES OF ROCKAWAY ROAD.

This property is presently zoned: INDUSTRIAL.

The proposed zoning classification is: GC AND LUR.

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

Signature: Marvin S. Isenberg

Owner: (print) CATHRYN REDWINE STEPHENS

Agent: (print) MARVIN S. ISENBERG

Address: 8097 ROSWELL RD., BLDG. A, SUITE 101, ATLANTA, GA. 30350

Phone: (770) 595-6336; (770) 399-9959 Date:

****

This request, along with the required fee ($600 + $25/acre) and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Rast

Title: Zoning Administrator

Date: August 30, 2002

Request Number: 2002-03

Date of Planning Commission Public Hearing: September 23, 2002

Date of City Council Public Hearing: October 17, 2002

rec'd. 8-26-02

AGREEMENT

This Agreement entered into this 16th day of October, 2001, between Cathryn Redwine Stephens and Marvin S. Isenberg as an individual and in his capacity as President of Piedmont Properties, Inc., and Palisades Realty, Inc.

Cathryn Redwine Stephens as owner of that certain tract of land of 125 acres more or less located in District 6, Land Lots #29 and #30, in Fayette County, Georgia, at the intersection of Georgia Highway #74 and Rockaway Road does hereby authorize Marvin S. Isenberg, Piedmont Properties, Inc., and Palisades Realty, Inc., to act on her behalf in the effort to rezone and develop said property and to negotiate with any future potential tenants and builders interested in either leasing or building on said property.

Cathryn Redwine Stephens

Cathryn Redwine Stephens

Marvin S. Isenberg

Marvin S. Isenberg

10/15/01

LEGAL DESCRIPTION
TRACT 1

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an axle at the northwest corner of Land Lot 30; THENCE North 86 degrees 17 minutes 37 seconds East a distance of 661.55 feet to a nail in the top of a fence post; THENCE North 00 degrees 36 minutes 14 seconds East a distance of 673.25 feet to a 1/2" rebar on the southerly right-of-way of State Route No. 74 (100' right-of-way); THENCE along said southerly right-of-way the following courses and distances: North 76 degrees 32 minutes 17 seconds East a distance of 271.39 feet to a point on a curve; THENCE along a curve to the right having a radius of 2,369.98 feet a delta of 08 degrees 44 minutes 38.7 seconds, an arc length 361.69 feet and a chord which bears North 80 degrees 32 minutes 40 seconds East having a chord distance of 361.34 feet to a point on a line; THENCE North 85 degrees 21 minutes 28 seconds East a distance of 951.45 feet to a 5/8" rebar; THENCE leaving State Route No. 74 South 00 degrees 36 minutes 28 seconds West a distance of 711.27 feet to a 1" pipe on the northwesterly right-of-way of Rockaway Road (right-of-way varies); THENCE along said right-of-way the following courses and distances: along a curve to the right having a radius of 31,642.26 feet a delta of 00 degrees 52 minutes 45.8 seconds, an arc length 485.66 feet and a chord which bears South 36 degrees 38 minutes 13 seconds West having a chord distance of 485.65 feet to a point on a line; THENCE South 37 degrees 14 minutes 32 seconds West a distance of 364.75 feet to a 5/8" rebar; THENCE North 52 degrees 33 minutes 58 seconds West a distance of 30.00 feet to a concrete right-of-way monument; THENCE South 37 degrees 26 minutes 02 seconds West a distance of 749.44 feet to a concrete right-of-way monunent; THENCE North 52 degrees 36 minutes 52 seconds West a distance of 199.74 feet to a concrete right-of-way monunent; THENCE South 37 degrees 20 minutes 29 seconds West a distance of 199.93 feet to a concrete right-of-way monument; THENCE South 38 degrees 25 minutes 23 seconds East a distance of 205.76 feet to a concrete right-of-way monunent; THENCE South 37 degrees 26 minutes 02 seconds West a distance of 178.96 feet to a point in the centerline of Line Creek; THENCE along the centerline of Line Creek the following courses and distances: North 85 degrees 00 minutes 55 seconds West a distance of 5.56 feet to a point; THENCE North 54 degrees 29 minutes 43 seconds West a distance of 66.94 feet to a point; THENCE North 41 degrees 02 minutes 47 seconds West a distance of 60.24 feet to a point; THENCE North 38 degrees 45 minutes 59 seconds West a distance of 21.61 feet to a point; THENCE South 48 degrees 09 minutes 40 seconds West a distance of 66.62 feet to a point; THENCE South 53 degrees 54 minutes 36 seconds West a distance of 50.27 feet to a point; THENCE South 72 degrees 27 minutes 47 seconds West a distance of 58.71 feet to a point; THENCE South 73 degrees 59 minutes 36 seconds West a distance of 77.02 feet to a point; THENCE South 65 degrees 53 minutes 26 seconds West a distance of 46.12 feet to a point; THENCE South 78 degrees 45 minutes 27 seconds West a distance of 51.92 feet to a point; THENCE South 39 degrees 25 minutes 55 seconds West a distance of 43.13 feet to a point; THENCE South 03 degrees 40 minutes 30 seconds West a distance of 57.90 feet to a point; THENCE South 46 degrees 17 minutes 52 seconds West a distance of 25.95 feet to a point; THENCE South 33 degrees 57 minutes 01 seconds West a distance of 79.99 feet to a point; THENCE South 11 degrees 25 minutes 49 seconds East a distance of 68.76 feet to a point; THENCE South 60 degrees 32 minutes 19 seconds East a distance of 65.09 feet to a point; THENCE South 23 degrees 28 minutes 49 seconds East a distance of 45.96 feet to a point; THENCE South 06 degrees 03 minutes 02 seconds West a distance of 155.86 feet to a point; THENCE South 27 degrees 13 minutes 12 seconds West a distance of 22.87 feet to a point; THENCE South 69 degrees 47 minutes 20 seconds West a distance of 75.16 feet to a point; THENCE South 52 degrees 34 minutes 14 seconds West a distance of 58.63 feet to a point; THENCE South 41 degrees 07 minutes 19 seconds West a distance of 54.77 feet to a point; THENCE South 11 degrees 40 minutes 53 seconds West a distance of 68.45 feet to a point; THENCE South 21 degrees 56 minutes 07 seconds West a distance of 62.75 feet to a point; THENCE South 47 degrees 53 minutes 20 seconds West a distance of 86.87 feet to a point; THENCE South 74 degrees 36 minutes 11 seconds West a distance of 96.80 feet to a point; THENCE South 87 degrees 44 minutes 05 seconds West a distance of 75.78 feet to a point; THENCE North 74 degrees 05 minutes 28 seconds West a distance of 120.65 feet to the point of intersection of the centerline of Line Creek with the west line of Land Lot 30; THENCE along said land lot line North 00 degrees 33 minutes 31 seconds East a distance of 2,208.28 feet to the POINT OF BEGINNING, and containing 87.074 acre(s) of land, more or less.

LEGAL DESCRIPTION
TRACT 2

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a point on the southeasterly right-of-way of Rockaway Road (right-of-way varies) at the centerline of Line Creek; THENCE along the southeasterly right-of-way of Rockaway Road the following courses and distances: North 37 degrees 26 minutes 02 seconds East a distance of 1,060.33 feet to a concrete right-of-way monument; THENCE North 52 degrees 33 minutes 58 seconds West a distance of 35.00 feet to a 5/8" rebar; THENCE North 37 degrees 14 minutes 32 seconds East a distance of 364.62 feet to a point on a curve; THENCE along a curve to the left having a radius of 31,722.26 feet a delta of 00 degrees 40 minutes 33.4 seconds, an arc length 374.24 feet and a chord which bears North 36 degrees 49 minutes 41 seconds East having a chord distance of 374.23 feet to a 1" pipe; THENCE leaving said right-of-way South 00 degrees 37 minutes 53 seconds West a distance of 2,842.41 feet to a 1" pipe on the south line of Land Lot 30; THENCE along said Land Lot line North 89 degrees 20 minutes 04 seconds West a distance of 792.14 feet to a point in the centerline of Line Creek; THENCE along the centerline of Line Creek the following courses and distances: North 01 degrees 54 minutes 44 seconds East a distance of 43.19 feet to a point; THENCE North 09 degrees 04 minutes 50 seconds East a distance of 272.94 feet to a point; THENCE North 08 degrees 54 minutes 14 seconds East a distance of 103.24 feet to a point; THENCE North 16 degrees 14 minutes 41 seconds East a distance of 95.33 feet to a point; THENCE North 29 degrees 22 minutes 14 seconds East a distance of 392.53 feet to a point; THENCE North 01 degrees 15 minutes 03 seconds East a distance of 152.68 feet to a point; THENCE North 13 degrees 24 minutes 12 seconds East a distance of 205.86 feet to a point; THENCE North 01 degrees 57 minutes 34 seconds West a distance of 98.50 feet to a point; THENCE North 42 degrees 04 minutes 00 seconds West a distance of 31.76 feet to a point; THENCE North 38 degrees 37 minutes 58 seconds West a distance of 44.77 feet to a point; THENCE North 56 degrees 48 minutes 05 seconds West a distance of 105.20 feet to a point; THENCE North 85 degrees 30 minutes 34 seconds West a distance of 73.80 feet to a point; THENCE South 83 degrees 36 minutes 09 seconds West a distance of 41.04 feet to a point; THENCE South 01 degrees 59 minutes 02 seconds East a distance of 86.90 feet to a point; THENCE South 03 degrees 44 minutes 20 seconds East a distance of 40.07 feet to a point; THENCE South 13 degrees 41 minutes 20 seconds West a distance of 33.14 feet to a point; THENCE North 66 degrees 36 minutes 57 seconds West a distance of 73.35 feet to a point; THENCE North 28 degrees 02 minutes 48 seconds West a distance of 35.77 feet to a point; THENCE North 54 degrees 11 minutes 53 seconds West a distance of 57.14 feet to a point; THENCE North 54 degrees 51 minutes 27 seconds West a distance of 136.78 feet to a point; THENCE South 53 degrees 49 minutes 49 seconds West a distance of 86.09 feet to the POINT OF BEGINNING, and containing 36.831 acre(s) of land, more or less.

August 26, 2002

Mayor and City Council
City of Peachtree City
151 Willowbend Drive
Peachtree City, Georgia
Attn: David Rast

LETTER OF INTENT

Dear David,
This letter of intent is written on behalf of M.S. II Investments, LLC, for the purpose of describing the proposed development of one hundred and twenty eight (128) acres at the intersection of Georgia Highway 74 and Rockaway Road, owned by Kathryn Redwine Stephens and presently under contract to M.S.II Investments, LLC.

The development will consist of one hundred and twenty four (124) single-family lots and approximately six (6) acres of commercial land that will be developed when the intersection of Holly Grove Road and Rockaway Road is created by the realignment of Rockaway Road through Mrs. Stephens's property. The realignment will be on land donated to Peachtree City by Mrs. Stephens and M.S.II Investments, LLC.

Enclosed with this letter of intent is a copy of the letter received from the Georgia Department of Transportation agreeing to the proposed realignment. In addition it has been agreed by Peachtree City to abandon the existing Rockaway Road right-of-way that presently lies within the boundaries of Mrs. Stephens's property, and deed same in exchange for the new Rockaway Road right-of-way.

Furthermore, an agreement has been reached with Georgia Power to move the existing transmission lines along Rockaway Road to the new right-of-way that will be along the new realigned Rockaway Road.

It is also our intent to donate over 80 acres of wetlands and flood plain to the city of Peachtree City for a Nature Preserve as shown on our site plan. In addition there will be access points from the subdivision and commercial area to the adjacent soccer and baseball fields as well as the Nature Preserve itself.

A contract has been signed with Bob Adams Homes to build single-family unattached homes on the one hundred and twenty four (124) residential lots shown on our site plan. These homes will be similar in nature to the ones presently being built in the Lexington Park subdivision in Peachtree City. Our intent is to develop and build this area in accordance with the aesthetics and covenants and restrictions (with very little modification), presently in existence at Lexington Park.

Yours truly,

Marvin S. Isenberg
Managing Member
M.S.II Investments, LLC

rcvd. 8-26-02

1. Introduction

The tract of land for which we are requesting rezoning is located in the city limits of Peachtree City. The property is located on the northeast corner of the intersection of Rockaway Road and GA. Highway #74. Peachtree City currently has this parcel zoned GI for industrial use.

The 123.5 acre parcel of land is bordered on the north by the Publix anchored shopping center which is zoned GC; to the east by the Meade Field Softball Complex, which is owned by the City of Peachtree City and zoned GI; to the south by a vacant parcel (floodplain) within Coweta County which is zoned AG; and to the west by the floodplain of Flat Creek, which is owned by the City and zoned GI.

2. Proposed Zoning

The proposed zoning for the 123.5-acre tract is LUR and GC. The current zoning is GI with the surrounding zonings ranging from GI to the north, east and west and AG to the south.

Reasons why this parcel should be LUR and GC zoning classifications:

1. In order to maximize green space and have a network of golf cart paths and nature trails, the LUR classification allows more flexibility to achieve this goal. The 80+ acres will be donated to the City of Peachtree City as a nature preserve.

2. The LUR and commercial classifications will help offset the costs incurred in moving the transmission lines and, most importantly, realigning Rockaway Road so that it forms an intersection with Holly Grove Road extension at the existing traffic signal on GA Highway 74 at Holly Grove Road.

3. The 124 lots under the LUR classification disturbs less land, is a 50% reduction of lots from the site plan originally submitted, and works out to be a density of 1 unit per acre based upon the entire 123.5 acres.

4. There would be a single entrance to the proposed development at the existing traffic light on GA Highway 74. The entrance into the Meade Field Softball Complex would be relocated to the realigned Rockaway Road and would separate the proposed commercial area from the residential subdivision.

3. Existing Land

The 123.5-acre tract consists of approximately 80 acres of floodplain and wetlands and approximately 43.5 acres of developable land, which is open space and partially wooded.

4. The Plan

The entire development would have access off of GA Highway 74 at the traffic light where Holly Grove and Rockaway Roads will be realigned.

The proposed 124-lot subdivision would be zoned LUR with the density of 1 unit per acre based upon the total tract of 123.5 acres. We propose having a minimum lot size of 6,000 sq. ft. and a minimum width of 60 to 70 ft. wide.

The projected housing prices would start around $250,000.00.

The commercial development will consist of approximately 6.2 acres of retail use and could possibly contain a bank, small retail center, etc.

5. Public Facilites

Emergency Services:

Fire Station #83 is located at 450 Peachtree Parkway and is approximately three miles from the site. This station would provide primary response for the development.

Utilities:

This site is in the service area of Peachtree City Water & Sewerage Authority, the Fayette County Water System, Coweta-Fayette EMC, and Atlanta Natural Gas.

Tax Base:

The tax revenues for this subdivision would be created by the 124 homes, with a projected average value of $275,000.00.462.941.60 per year collected taxes.
Commercial value $2,500,000.00 x 40% assessed x 4.32 mills = $43,200.00 per year collected taxes.

Education:

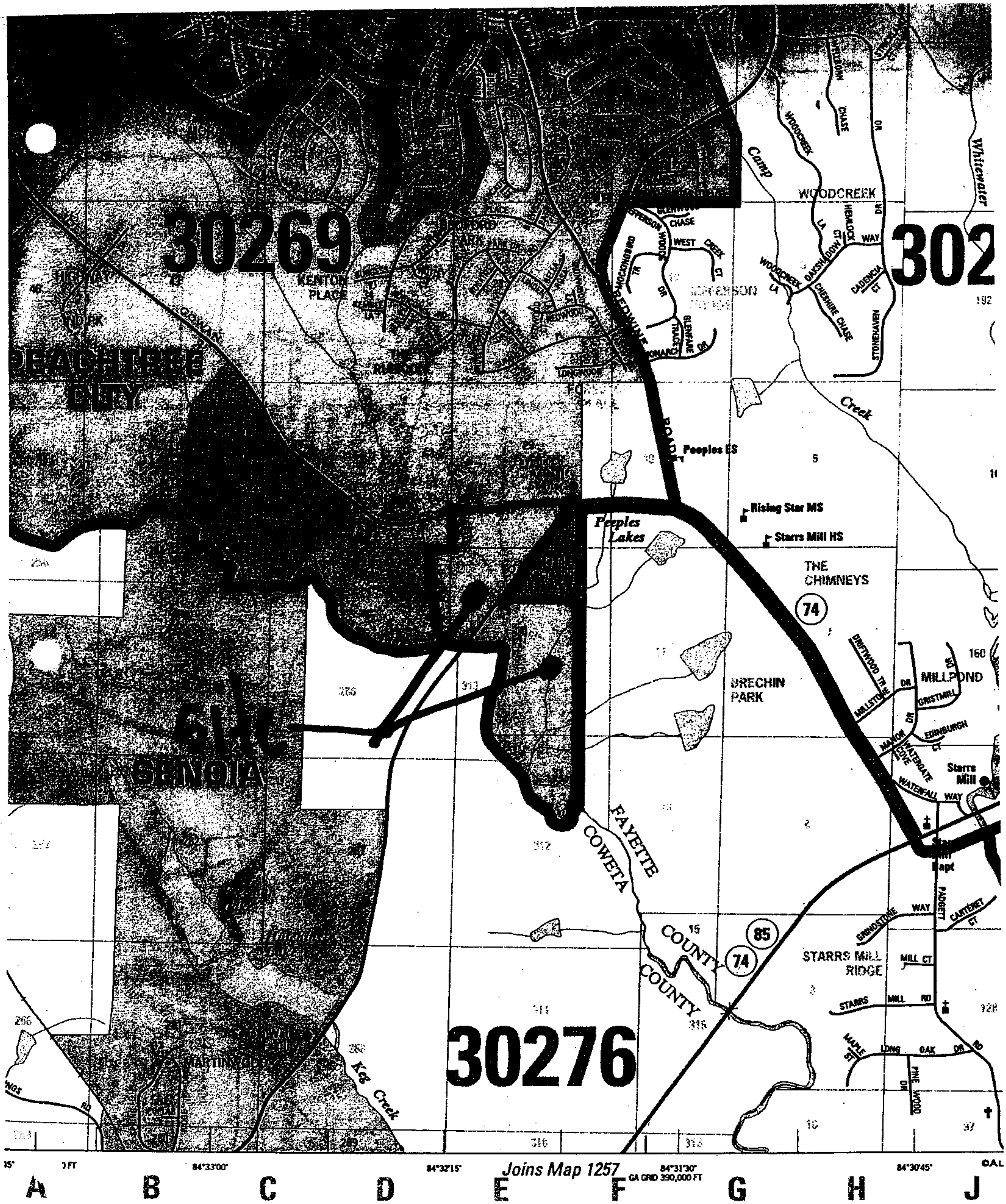
The Fayette County Board of Education has indicated Braelinn Elementary, Rising Starr Middle School and Starr's Mill High School would serve the subdivision. Due to the fact that the subdivision will be marketed to empty nesters, there will be little, if any, impact on local schools.

Environment:

Erosion and water quality control features, as well as any necessary detention facilities will be installed as required by city ordinances to preserve the quality of the existing environment. These facilities will be submitted as a part of the normal engineering and construction plan approval process.

Implementation:

Rockaway Road Partners, LLC will be the Developer of this property. Infrastructure is projected to commence in 2003 with housing under construction in late 2003.



Attachment "A"

Coweta-Fayette
Electric Membership Corporation
Post Office Box 488
Newnan. Georgia 30264

Telephone 770-502-0226
Facsimile 770-251-9788
http://www.utility.org

September 21, 2001

EMC

Ms. Laura Hart
Lowe & Associates, Inc.
1395 S. Marietta Parkway
Building 400, Suite 200
Marietta, Georgia 30067

RE: Electric Availability for the Stephens Tract Project

Dear Ms. Hart:

Please be advised that electric service is available for the following parcels on the Stephens Tract Project in Peachtree City at Land Lots 29 and 30 in the 6th District in Fayette County: Parcel 1; Parcel 2; Parcel 3 - Lots 1-7,58, and 59; and Parcel 5. Georgia Power Company territorial boundaries contain the remaining portions of Parcel 3, Parcel 4, and Parcel 6. If you have any questions, please feel free to contact our Engineering Department at (770) 502-0226.

Sincerely,

Jimmy Adams

Jimmy Adams
Major Account Coordinator

FAYETTE COUNTY
GEORGIA
WATER SYSTEM

Tony V. Parrott, Director

August 11, 2001

Lowe and Associates
Laura Hart
1395 S. Marietta Parkway
Building 400 suite 200
Marietta Georgia 30067

Dear Ms. Hart:

The Fayette County Water System has water available to serve the Stephens Tract Highway 74, Peachtree City. The Water System has two water lines in permanent easements along Highway 74. Any relocation of these water lines would be at the developer's expense.

If you need additional information, please call me at 770-460-1146 ext. 6101.

Sincerely,

Tony V. Parrott

Tony V. Parrott
Director

cc: Water Committee

Attachment "A"
Page 12 of 15

Atlanta Gas Light Company

P.O. Box 698
Newnan, GA 30263

September 19, 2001

Ms. Laura Hart
Lowe & Associates, Inc.
Bldg. 400 – Suite 200
1395 S. Marietta Parkway
Marietta, GA 30067

Re: State Route 74 and Rockaway Road
Peachtree City, Fayette County, Georgia

Dear Ms. Hart,

This letter will serve to certify that according to the drawings received natural gas is available at the proposed location for your L/A Project # 744 at State Route 74 and Rockaway Road in Peachtree City, Fayette County, Georgia.

Natural gas service may be made available and all main and service extensions will be made at the time of construction in accordance with the Rules and Regulations of Atlanta Gas Light Company as are on file with the Georgia Public Service Commission in Atlanta, Georgia.

Should you need anything further, please contact me at (770) 253-2752, ext. 109.

Sincerely,

H. Dewayne Taylor

H. DeWayne Taylor, Distribution Supervisor
Newnan-Griffin Service Area

BELLSOUTH

BellSouth Telecommunications, Inc.
Network Engineering
485 Oak Place
336
Atlanta, GA 30349

September 19, 2001

Ms. Laura Hart
Lowes & Associates, Inc.
1395 S Marietta St
Marietta, Georgia 30067

Dear Ms. Hart:

Please be advised with this letter that BellSouth Corporation no longer provides letters of availability of telecommunications service. As a publicly regulated entity in the State of Georgia, BellSouth is required to provide basic telecommunications service to any and all customers requesting service. Therefore, individual letters regarding service provisioning to individual properties are no longer necessary.

Please keep this letter on file for future reference. It may be provided to lending institutions that continue to request such letters.

Sincerely,

Harold McDonell

Harold McDonell
Area Manager Engineering – South Division

FAYETTE COUNTY BOARD OF EDUCATION

210 STONEWALL AVENUE WEST
P.O. BOX 879
FAYETTEVILLE, GEORGIA 30214-0879
PHONE: (770) 460-3535
FAX: (770) 460-8191

"Where Excellence Counts"

September 20, 2001

DR. JOHN D. DECOTIS, EdD
SUPERINTENDENT

Planning and Zoning Department
Peachtree City
Mr. Jim Williams
151 Willowbend Road
Peachtree City, Georgia, 30269

Subject: Rezoning request from Lowe and Associates, Inc. for Project No. 744, to rezone a tract of land located at the corner of Georgia Highway 74 and Rockaway Road from Industrial to GR-6 to develop 196 single family dwellings.

The Fayette County Board of Education Facilities Planning Division has reviewed the above listed request for rezoning and is providing the information listed below.

If this application is approved, school system data shows it will impact the schools listed below as follows:

School	Facility Capacity	Current Enrollment	Previous rezoning request increases	This rezoning will increase students by	Trailers currently on site
Braelin Elementary	560	699	250	196	6
Rising Starr Middle	989	1114	770	49	8
Starr's Mill High	1725	1713	920	49	0

The Fayette County Board of Education expends an average of $6,053.22 annually educating each student in the system. If this application is approved it will result in an additional cost of **$6,053.22** to the school system. Previous rezoning requests for this attendance area will result in an additional cost to the Fayette County School System of:

Elementary School Students	250	$1,513,305.00
Middle School Students	193	$1,168,271.46
High School Students	230	$1,392,240.60
This rezoning request will add	294	$1,779,646.68

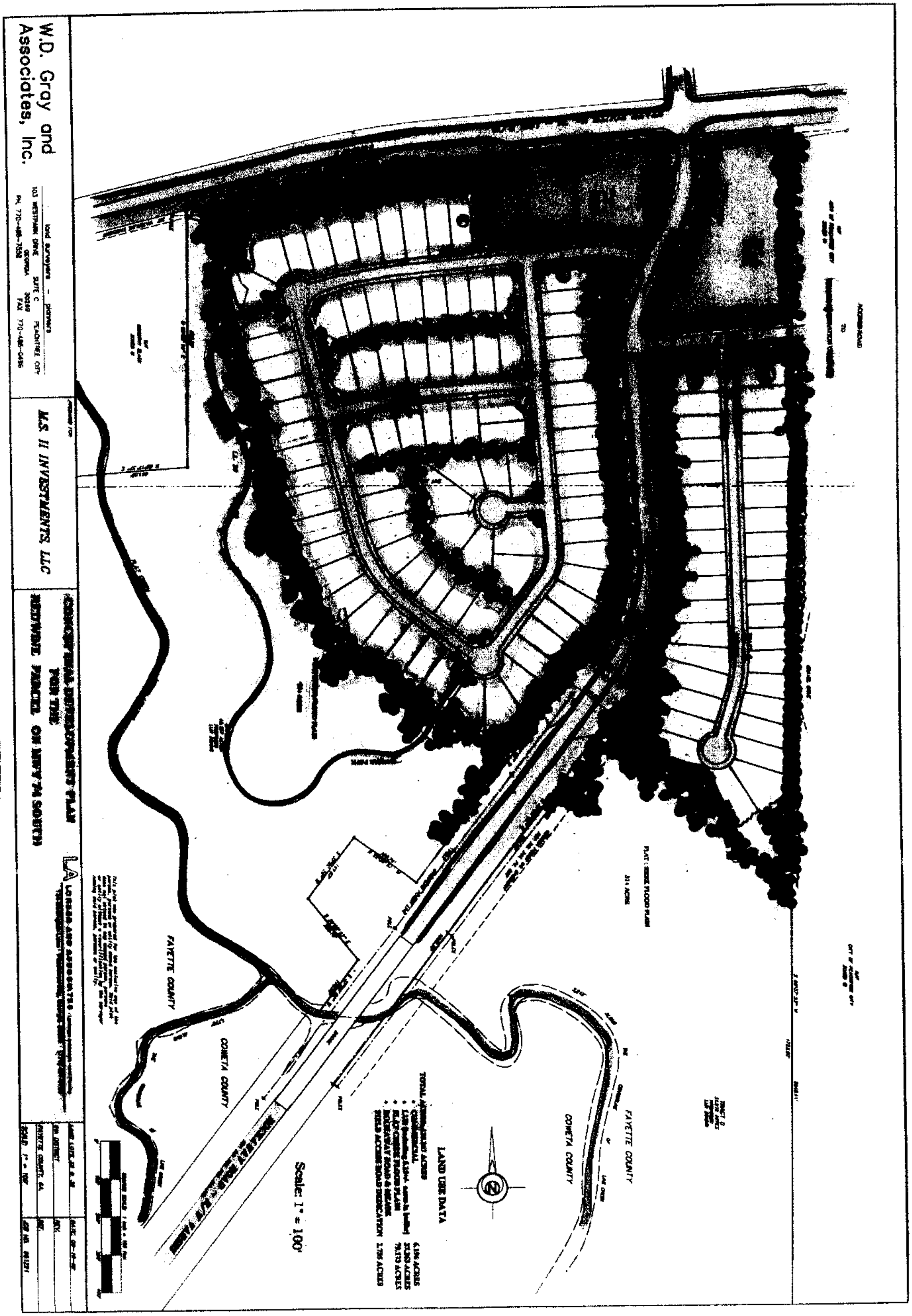
Total additional funds needed for this district due to rezonings **$5,853,463.74**

I hope this information will be beneficial in your deliberations for this rezoning request and I ask that you notify me of the decision on this zoning request.

Sincerely,

John D. Decotis

Dr. John D. Decotis



Attachment "B"

ADAMS

LOT/LAND PURCHASE AND SALE AGREEMENT

Georgia Association of REALTORS

2002 Printing

Date: August 9 , 20 02

1. Purchase and Sale. The undersigned buyer ("Buyer") agrees to buy and the undersigned seller ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land lying and being in Land Lot ______ of the ______ District, ______ Section of Fayette County, Georgia, and being known as Address ______ (See Exhibit C) ______, City Peachtree City Zip Code 30269 ,according to the present system of numbering in and around this area, being more particularly described as Lot ______, Block ______, Unit ______ Phase/Section ______ of ______ subdivision as recorded in Plat Book ______, Page ______ Fayette County, Georgia, records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Agreement by reference.

2. Purchase Price. Buyer warrants that Buyer will have sufficient cash at closing, which when combined with the loan(s), if any, referenced herein, will allow Buyer to complete the purchase of the Property. Buyer does not need to sell or lease other real property in order to complete the purchase of the Property. The purchase price of the Property to be paid by Buyer at closing is:
[Select one. The other is not a part of this Agreement]:

A. ☒ ______ See Special Stipulations ______ U.S. Dollars, $ ______

OR

B. ☐ shall have a survey made of the Property by a registered Georgia Surveyor; if said survey is not mutually acceptable, the parties agree to resolve that issue in accordance with the provisions of the "Survey Resolution Exhibit" attached and made a part hereof by reference thereto. The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-hundredth of an acre determined by survey, by $ ______ per acre.

3. Method of Payment. The purchase price of the Property shall be paid by the buyer at closing subject to the following:
[Select sections A, B, C, and/or D below. The sections not marked are not a part of this Agreement]:

☐ A. All Cash At Closing: At closing, Buyer shall pay the purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Buyer shall pay all closing costs.

☐ B. Loan To Be Assumed, see Exhibit " ______."

☒ C. New Loan To Be Obtained: This Agreement is made conditioned upon Buyer's ability to obtain a loan (except if the loan is denied because of Buyer's lack of sufficient cash to close excluding the amount of the loan and/or because Buyer has not sold or leased other real property) in the principal amount of 90 % of the purchase price listed above, with an interest rate at par of not more than 8 % per annum on the unpaid balance, to be secured by a first lien security deed on the Property; the loan to be paid in consecutive monthly installments of principal and interest over a term of not less than years. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. The loan shall be of the type selected below: *[The sections not marked are not a part of this Agreement.]*

(1) Loan Type: ☐ Conventional; ☐ FHA (see attached exhibit); ☐ VA (see attached exhibit); ☐ Other (see attached exhibit)

(2) Rate Type: ☐ Fixed Rate Mortgage Loan; ☐ Adjustable Rate Mortgage ("ARM") Loan;

(3) Closing Costs and Discount Points: Seller shall, at the time of closing, contribute a sum not to exceed $ ______ to be used by Buyer to pay for: (a) preparation of the warranty deed and owner's affidavit by the closing attorney; (b) at Buyer's discretion, closing, costs, loan discount points, survey costs, and insurance premiums (including flood insurance, if applicable) relating to the Property or loan; and (c) at Buyer's discretion, other costs to close including escrow establishment charges and prepaid items, if allowed by lender. Buyer shall pay all other costs, fees, and amounts for the above referenced items and to fulfill lender requirements to otherwise close this transaction.

(4) Closing Attorney: This transaction shall be closed by the law firm of ______, provided the firms is approved to close loans for the Buyer's lender.

(5) Loan Obligations: Buyer agrees to: (a) make application for the loan within ______ days from the Binding Agreement Date; (b) immediately notify Seller of having applied for the loan and the name of the lender; and (c) pursue qualification for and approval of the loan diligently and in good faith. Should Buyer not timely apply for the loan, Seller may terminate the Agreement if Buyer does not within five days after receiving written notice thereof cure the default by providing Seller with written evidence of loan application. Buyer agrees that a loan with terms consistent with those described herein shall satisfy this loan contingency. Buyer may also apply for a loan with different terms and conditions and close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved. In the event any application of Buyer for a loan is denied, Buyer

Attachment "C"
"Page 1 of 5

shall promptly provide Seller with a letter from the lender denying the loan stating the basis for the loan denial. From the Binding Agreement Date until closing, Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain a loan. In the event any application of Buyer for a loan is denied, Buyer shall promptly provide Seller with a letter from the lender denying the loan stating the basis for the loan denial.

☐ D. Second Loan to be Obtained, see Exhibit "________."

4. Earnest Money. Buyer has paid to *Johnson & Voyles, Attorneys at Law* ("Holder") earnest money of $ 10,000 check, OR $ ________ cash, which has been received by Holder. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within five banking days from the Binding Agreement Date and shall be applied toward the purchase price of the Property at the time of closing. In the event any earnest money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three banking days thereafter to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this Agreement upon written notice to the Buyer. Holder shall disburse earnest money only as follows: (a) upon the failure of the parties to enter into a binding agreement; (b) at closing; (c) upon a subsequent written agreement signed by all parties having an interest in the funds; (d) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (e) upon a reasonable interpretation of this Agreement by Holder. Prior to disbursing earnest money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Holder prior to the end of the fifteen day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (1) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (2) disburse the earnest money and so notify all parties; and/or (3) interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this earnest money paragraph. If Buyer breaches Buyer's obligations or warranties herein, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

5. Closing and Possession.

A. Property Condition: Seller warrants that at the time of closing or upon the granting of possession if at a time other than at closing, the Property will be in the same condition as it was on Binding Agreement Date, except for normal wear and tear, and changes made to the condition of the Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of debris at time of possession. If the Property is destroyed or substantially damaged prior to closing, Seller shall promptly notify Buyer of the amount of insurance proceeds available to repair the damage and whether Seller will complete repairs prior to closing. Buyer may terminate this Agreement not later than five days after receiving such notice by giving written notice to Seller. If Buyer does not terminate this Agreement, Buyer shall receive at closing such insurance proceeds as are paid on the claim which are not spent to repair the damage.

B. Taxes: Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing. Seller shall pay State of Georgia property transfer tax.

C. Closing Date and Possession: This transaction shall be closed on *See Special*, *Stip.*, or on such other date as may be agreed to by the parties in writing, provided, however, that: (1) the loan described herein is unable to be closed on or before said date; or (2) Seller fails to satisfy valid title objections, Buyer or Seller may by notice to the other party (which notice must be received on or before to the closing date) extend this Agreement's closing date and the date for surrender of possession if later than the closing date up to seven days from the above-stated closing date. Buyer agrees to allow Seller to retain possession of the Property through: *[Select section A, B, or C below. The sections not marked are not a part of this Agreement.]*

☒ A. the closing; or ☐ B. ______ hours after the closing; or ☐ C. ________ days after the closing at ____ m. o'clock

~~D. Warranties Transfer: Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof, Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or other similar warranties which by their terms may be transferable to Buyer.~~

~~E. Prorations: Seller and Buyer agree to prorate all utility bills between themselves, as of the date of closing (or the day of possession of the Property by the Buyer, whichever is the later) which are issued after closing and include service for any period of time the Property was owned/occupied by Seller or any other person prior to Buyer.~~

F. Closing Certifications: Buyer and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of the lender and of federal and state law.

6. Seller's Property Disclosure. The Lot/Land Disclosure Statement is attached hereto and incorporated herein. Seller warrants that to the best of Seller's knowledge and belief the information contained therein is accurate and complete as of the Binding Agreement Date.

7. Title.

A. Warranty. Seller warrants that at the time of closing, Seller will convey good and marketable title to said Property by limited warranty deed, subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record on the Acceptance Date upon which the improvements do not encroach; (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Acceptance Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.

B. Examination. Buyer may, prior to closing, examine title and furnish Seller with a written statement of objections affecting the marketability of said title. If Seller fails to satisfy valid title objections prior to closing or any extension thereof, then Buyer may terminate the Agreement upon written notice to Seller, in which case Buyer's earnest money shall be returned. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

C. Survey. Any survey of the Property attached hereto by agreement of the parties prior to the Binding Agreement Date shall be a part of this Agreement. Buyer shall have the right to terminate this Agreement upon written notice to Seller if a new survey performed by a surveyor licensed in Georgia is obtained which is materially different from any attached survey with respect to the Property, in which case Buyer's earnest money shall be returned. The term "materially different" shall not apply to any improvements constructed by Seller in their agreed-upon locations subsequent to Binding Agreement Date. Matters revealed in said survey shall not relieve the warranty of title obligations of Seller referenced above.

8. Inspection. Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to thoroughly inspect, examine, test, and survey the Property. Seller shall cause all utility services, if any, to be operational so that Buyer may complete all inspections under this Agreement. The Buyer agrees to hold the Seller and all Brokers harmless from all claims, injuries, and damages arising out of or related to the exercise of these rights. *[Select section A. or B. below. The section not marked shall not be part of this Agreement.]*

Buyer's Initials

A. Inspection Procedure. Buyer shall have the right and responsibility to review and inspect all aspects of the Property in accordance with the attached "Lot/Land Special Stipulations Exhibit" which is made a part hereof.

OR

Buyer's required Initials

B. Property Sold "As Is". All parties agree that the Property is being sold "as is", with all faults. The Seller shall have no obligation for repairs or replacements noted in any inspection(s) made by or for Buyer, except as may be otherwise herein. Such repairs or replacements shall be the sole responsibility of Buyer.

9. Other Provisions.

A. Binding Effect, Entire Agreement, Modification, Assignment: This Agreement shall be for the benefit of, and be binding upon, Buyer and Seller, their heirs, successors, legal representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification or assignment of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. Survival of Agreement: All conditions or stipulations not fulfilled at time of closing shall survive the closing until such time as the conditions or stipulations are fulfilled.

C. Governing Law: This Agreement may be signed in multiple counterparts, is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws of the State of Georgia.

D. Time of Essence: Time is of the essence of this Agreement.

E. Terminology: As the context may require in this Agreement: (1)the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

F. Responsibility to Cooperate: All parties agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

G. Notices: Except as otherwise provided herein, all notices, including offers, counteroffers, acceptances, amendments and demands, required or permitted hereunder shall be in writing signed by the party giving the notice and either: (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX) (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same) or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. The parties agree that a faxed signature of a party constitutes an original signature binding upon that party. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation with the date, time and telephone number to which the notice was sent. Receipt of notice by the Broker representing a party as a client shall be deemed to be notice to that party for all purposes herein, except in transactions where the broker is practicing designated agency, in which case, receipt of notice by the designated agent representing a party as a client shall be required to constitute notice. All notice requirements referenced herein shall be strictly construed.

10. Disclaimer. Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the Property; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Property; any condition(s) existing off the Property which may affect the Property; the terms, conditions and availability of financing; and the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer further acknowledges that in every neighborhood there are conditions which different buyers may find

objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off site conditions which could affect the Property.

11. Agency and Brokerage.

A. Agency:

(1) In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A.§ 10-6A-1 et. seq.

(2) Seller and Buyer acknowledge that if they are not represented by a Broker they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(3) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is ☐, OR, is not ☒ representing the Seller;

(4) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Broker", and said Broker is ☐, OR, is not ☒ representing the Buyer; and

(5) If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency ☐, OR, dual agency ☐ shall exist.

(a) Dual Agency Disclosure. *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1 - In serving as a dual agent the Broker is representing two clients whose interests are or at times could be different or even adverse;

2 - The Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;

3 - The Buyer and Seller do not have to consent to dual agency; and

4 - The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements.

5 - Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

(b) Designated Agency Assignment. *[Applicable only if the designated agency has been selected above]* The Broker has assigned ______________________ to work exclusively with Buyer as Buyer's Designated Agent and ______________________ to work exclusively with Seller as Seller's Designated Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other Designated Agent.

(c) Material Relationship Disclosure. The Broker and/or affiliated licensees have no material relationship with either client except as follows: ______________________.
(A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

B. Brokerage: The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. ~~If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker their respective portion of said commission. In the event the sale is not closed because of Buyer's and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission.~~

12. Time Limit of Offer. This instrument shall be open for acceptance until *6:00* o'clock *P.* M. on the *9th* day of *August*, 20 *02*.

13. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

Exhibit A - Special Stipulations Exhibit (Lot/Land)
Exhibit B - Lot/Land Seller's Property Disclosure Statement Exhibit
Exhibit C - Legal Description and Plat
Exhibit D - Buyer's Design Specifications

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph, shall control.

1. *Closing shall occur no later than 30 days after Seller has completed the following:*
   a. *Recorded final plat with the City of Peachtree City, GA, with lots that comply with Seller's Design Specifications in Exhibit D.*

   b. *All utilities (power, sewer and water) are available at each lot.*

   c. *The lots are established per NPDES requirements for erosion control.*

2. *The Sales Price shall be $55,560 per platted lot, complying with the Purchaser's Development Design Specifications and agreed to by Seller. This Purchase Agreement is for lots #1-88 on Exhibit C.*

3. *This Purchase Agreement is contingent upon Purchaser's written approval of the engineering drawings. Seller will build the community according to engineering drawings. Where Purchaser's Design Specifications conflict with engineering drawings, Design Specifications shall prevail unless said designs are economically prohibitive to Seller.*

4. *Additional Earnest money of $30,000 will be deposited with Escrow Agent upon all contingencies in Exhibit A removed.*

☒ (Mark if additional pages are attached.)

Bob Adams Realty, Inc. ( )
Selling Broker — MLS Office Code

By: ____________________
Broker or Broker's Affiliated Licensee

Print or Type Name: *J. Robert Adams, Jr., its President*

Bus. Phone: ________ FAX # ________

Multiple Listing # ________

N/A ( )
Listing Broker — MLS Office Code

By: ____________________
Broker or Broker's Affiliated Licensee

Print or Type Name: ________

Bus. Phone: ________ FAX # ________

Buyer's Signature: ____________________ SS/FEI #

Print or Type Name *Bob Adams Homes, Inc.*

Buyer's Signature: ____________________ SS/FEI #

Print or Type Name: *J. Robert Adams, Jr., its President*

Seller's Signature: ____________________ SS/FEI #

Print or Type Name *MSII Investments, LLC*

Seller's Signature: ____________________ SS/FEI #

Print or Type Name: *Marvin S. Isenberg*

Acceptance Date
The above proposition is hereby accepted, 11:00 o'clock A. M. on the 9th day of August, 20 02

Binding Agreement Date
This instrument shall become a binding agreement on the date ("Binding Agreement Date") when notice of the acceptance of this Agreement has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

PH-02-06 **Proposed Rezoning, Stephens Tract, Highway 74 South, GI to LUR and GC.**

The Chairman opened the public hearing at 7:59 p.m.

Mr. Marvin Isenberg of Piedmont Properties, Inc., was in attendance to present the proposed rezoning of the 125.367-acre tract owned by Mrs. Cathryn Redwine Stephens. This parcel was located on GA 74 South immediately north of and adjoining the city's recycling facility and Rockaway Road. The purpose of the rezoning from its current designation of GI General Industrial to GC General Commercial and LUR Limited Use Residential was to develop a 124-lot single-family detached subdivision and a small retail center. Mr. Isenberg stated that he had contracted with Bob Adams Homes and another homebuilder to develop the 124 lots on approximately 37 acres of the site, and the development would be similar to the Lexington Park Subdivision. He added that approximately 80 acres of the tract would be donated to the City for use as a nature preserve with hiking trails, golf cart paths, etc.

Mr. Isenberg stated that although the realignment of Rockaway Road was included within GA DOT's plans for widening GA 74, the time frame for that realignment was unknown. Consequently, he was going to design and complete the realignment as a part of this development. He would then submit documentation to GA DOT in Thomaston for reimbursement of the wholesale cost of materials and labor. Mr. Isenberg indicated he would request that the City assist him in completing the paperwork that would need to be filed in order for him to be reimbursed, which would be the City's only expense with this project.

In addition, Mr. Isenberg stated that Georgia Power was in the process of enhancing several major transmission lines between Fairburn and south metro Atlanta and had agreed to realign the lines to go along the new alignment of Rockaway Road. Due to the fact that Rockaway Road would be realigned, Mr. Isenberg also indicated he would construct a new entrance to the Meade Field Softball Complex and the City's recycling center. Since he was donating a portion of his property as right-of-way to accommodate the relocation of Rockaway Road, Mr. Isenberg stated he would be approaching City Council and requesting that a portion of the existing right-of-way of Rockaway Road be donated to him for development.

In reference to Staff's recommended conditions of approval, Mr. Isenberg stated that this property was not within the flight pattern of Falcon Field. Mr. Jim Savage, the Airport Manager, had sent a letter (attached) outlining the Airport Authority's concerns regarding this subdivision. Mr. Isenberg stated that this subdivision would be over two miles from the airport. He thought the noise would be minimal because of the size of the airport, the size of the planes, and the time of day they would be flying. Mr. Rast recommended that a statement relative to the subdivision's proximity to the airport be included on the final plat and within the restrictive covenants. He would consult the City Attorney to determine the exact language that should be used.

Mr. Andrew Bolton was in attendance to represent the airport. He stated that although there was a voluntary curfew for jets to land only during the day, there would be significant noise with jets and other planes approaching and landing at the airport. Mr. Bolton added that the Airport Authority did not oppose the rezoning; they just had concerns about how a residential development in that area would be affected by the anticipated future growth of the airport since FAA planned to double their operations by 2020. They wanted to be a good neighbor and ensure the citizens were aware of this information.

Mr. Rast presented the Staff position and stated that Staff had been working on this plan with Mr. Isenberg for over a year; and during that time, it had undergone many changes. Staff felt the result was a good plan with many benefits for both the subdivision and the City. He pointed to the realignment of Rockaway Road as one major advantage.

In addition, Mr. Rast noted that citizens had complained for many years about the safety of the transmission lines at Meade Field and their proximity to the fields. The fact that the developer was willing to relocate those lines off of the City's property was another plus for this development.

Mr. Rast felt the 80 acres of the overall site that would be donated to the City and the small amount of commercial development adjacent to GA 74 were further advantages to this proposal. It was also pointed out that Staff understood the homes proposed for this site would be marketed to "empty nesters" so the impact on the school system would be minimal.

Overall, the plan met the Land Use Plan, and the benefits to the City outweighed the negatives of putting residential development in this area. The Airport Authority had not taken a position on this rezoning, but they had expressed their concerns. Mr. Rast felt these concerns could be satisfied by a statement on the plats or in the covenants so that prospective and future property owners would know they were buying property in close proximity to an airport.

In response to a question from Mr. Ames, Mr. Rast stated that the entrance to the recycling center would have to be reconfigured. Dr. Schumacher wondered what the cost to the City would be to take over the donated land. Mr. Rast stated that some maintenance would be involved in repairing the path, removing trees from the path, etc.; but he did not think the cost would be significant. The land would then be maintained as part of the City's routine path maintenance program.

In response to a question from Mr. Ames, Mr. Besseche stated that he felt this was a good plan; and it was a win-win situation for the City.

Dr. Schumacher and Mr. Saunders thought the Fayette County Board of Education should provide an updated letter about the impact this development would have on the schools. Mr. John Dufresne of Preston Circle said he could not speak for the School Board, but he knew they understood the growth patterns of the county and were looking ahead. It was his understanding that another elementary school, middle school, and a high school in the southern part of the county could possibly be used to ease overcrowding at the Starr's Mill complex.

For the record, Dr. Schumacher noted that the submitted drawing showed access off of Highway 74 into the commercial area. It was agreed that this access would be deleted.

After discussion, a motion was made by Dr. Schumacher, seconded by Mr. Buckley, and unanimously adopted that the proposed rezoning of the Stephens Tract to GC General Commercial and LUR Limited Use Residential be forwarded to City Council with a recommendation for approval subject to the following conditions:

1. The conceptual development plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process. The total number of residential lots must not exceed 124.
2. All internal streets must meet City standards for public streets.
3. All costs associated with the design and construction of Rockaway Road must be paid by the Applicant.
4. All costs associated with the relocation of the existing transmission lines adjacent to Rockaway Road must be paid by the Applicant.
5. All costs associated with the design and construction of the new entrance road into Meade Field Softball Complex and Recycling Center must be paid by the Applicant.
6. A 50'-wide City-owned greenbelt must be provided on either side of the new alignment of Rockaway Road. A landscape plan must be prepared and implemented in those areas where there is no vegetation or those areas underneath the new transmission line to provide a substantial buffer between the road and the adjoining subdivision.
7. Access to all commercial parcels will be limited to Rockaway Road. No access to these parcels will be permitted from GA 74.
8. The architectural style, building materials, and color selection of the commercial development must be similar to that of the Wilshire Pavilion retail development across GA 74.
9. The Applicant must construct a paved cart path in a similar manner as shown on the conceptual development plan.

10. A statement that addresses the proximity of the subdivision to the airport shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Airport Authority, and the developer. This statement shall appear on the final development plat and in the subdivision covenants.
11. The developer shall be responsible for paying the Braelinn impact fee in addition to the above additional project costs.
12. Before presentation to City Council, the Applicant must obtain an updated letter from the Fayette County School Board relative to the impact the proposed subdivision would have on the school population.

The Applicant agreed to the conditions.

FAYETTE COUNTY BOARD OF EDUCATION

210 STONEWALL AVENUE WEST
P.O. BOX 879
FAYETTEVILLE, GEORGIA 30214-0879
PHONE: (770) 460-3535
FAX: (770) 460-8191

"Where Excellence Counts"

October 3, 2002

DR. JOHN D. DECOTIS, EdD
SUPERINTENDENT

David E. Rast, ASLA
City Planner
151 Willowbend Road
Peachtree City, Georgia 30269

Subject: Stephens Tract, request to rezone 123.9 acre tract at the intersection of GA 74 and Rockaway Road from GR General Residential with 196 lots to 124 lots with the homes being marketed to "Empty Nesters".

The Fayette County Board of Education Facilities Planning Division has reviewed the above listed request for rezoning and is providing the information listed below.

If this application is approved, school system data shows it will impact the schools listed below as follows:

School	Facility Capacity	Current Enrollment	Building lots now available	This rezoning will increase Students by	Trailers currently on site
Peeples Elementary	657	756	679	37	0
Rising Starr Middle	989	1184	733	9	16
Starr's Mill High	1725	1869	930	9	7

The Fayette County Board of Education expends an average of $6,402.36 annually educating each student in the system, not including construction cost. If this application is approved it will result in an additional cost of **$288,106.20** to the school system. Previous rezoning requests for this attendance area will result in an additional cost to the Fayette County School System of:

Elementary School Students	679	$4,347,202.44
Middle School Students	183	$1,171,631.88
High School Students	233	$1,491,749.88
This rezoning request will add	45	$ 288,106.20

Total additional funds needed for this district only **$7,298,690.40**

I hope this information will be beneficial in your deliberations for this rezoning request and I ask that you notify me of the decision on this zoning request.

Sincerely,

John D. DeCotis

Dr. John D. DeCotis

Attachment "E"

received October 7

Educational Impact Statement

Please use the following worksheet so that the Planning Commission and the City Council can properly evaluate the applicant's request in relation to its impact on the school system.

As our citizens have a great appreciation of the quality of education offered in our city, we ask that you take the time necessary to answer all questions on this worksheet.

Subject of application Stephens Tract on Rockaway Road Rezoning request.

1. Number of students allowed under current zoning of property 294

2. Number of additional students generated by applicant's request 45

3. What schools would the new children most likely attend? (below)

3 (A). Elementary Peeples

Total student capacity of the school (minus trailers)? 657

Total current school enrollment on site? 756

How many trailers are on the school site? 0

What is the currently proposed number of students that would be generated from the other non-developed land in this district? ?

Would the additional students created by the applicant's request burden the physical plant of the school beyond its <u>normal</u> functioning capacity? No

Would the additional students created by the applicant's request create the need for new or expanded facilities at this school? Yes

What is the total cost (Question # 2) to the school system and the taxpayers for the new students in this elementary school? $236,887.32

received October 7

3 (B). Middle Rising Starr

Total student capacity of the school (minus trailers)? 989 989

Total current school enrollment on site? 1184

How many trailers are on the school site? 16

What is the currently proposed number of students that would be generated from the other non-developed land in this district? ?

Would the additional students created by the applicant's request burden the physical plant of the school beyond its <u>normal</u> functioning capacity? No

Would the additional students created by the applicant's request create the need for new or expanded facilities at this school? Yes

What is the total cost (Question # 2) to the school system and the taxpayers for the new students in this middle school? $57,621.24

3 (C). High School Starr's Mill

Total student capacity of the school (minus trailers)? 1725

Total current school enrollment on site? 1869

How many trailers are on the school site? 7

What is the currently proposed number of students that would be generated from the other non-developed land in this district? ?

Would the additional students created by the applicant's request burden the physical plant of the school beyond its <u>normal</u> functioning capacity? No

Would the additional students created by the applicant's request create the need for new or expanded facilities at this school? Yes

What is the total cost (Question # 2) to the school system and the taxpayers for the new students in this high school? $57,621.24

4. What is the total financial impact to the school system and the taxpayers for new or expanded facilities and enrollment of the elementary, middle and high schools students (Question # 2)? $288,106.20

If new or expanded facilities are needed, please explain:

Additional trailers will be needed at each site.

PEACHTREE CITY AIRPORT AUTHORITY

October 3, 2002

Mr. Colin Halterman, Interim City Manager
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Mr. ~~Halterman~~ Colin:

Attached is a letter I addressed to Mr. Jim Williams, then Director of Developmental Services, on April 26, 2002.

The purpose of the original letter was to outline the Peachtree City Airport Authority's concerns regarding the re-zoning of what is usually defined as the Black-Stevens Property located at State Highway 74 and Rockaway Road.

It is the Authority's understanding that the Planning Commission has reviewed this re-zoning request and has forwarded it to the City Council with a recommendation for approval. We understand that it will be considered at the October 17, 2002, City Council meeting.

Please provide the City Council with a copy of the April 26th letter for their review. The Authority will have a representative at the Council meeting to answer any questions that might arise.

Thank you.

Sincerely,

James H. Savage
Airport Manager

7 FALCON DRIVE • PEACHTREE CITY, GEORGIA 30269 • (770) 487-2225

PEACHTREE CITY AIRPORT AUTHORITY

April 26, 2002

Mr. Jim Williams
Director of Developmental Services
City of Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Dear Mr. Williams, JW

The Peachtree City Airport Authority has expressed several concerns regarding the new subdivision being proposed on the western side of State Route 74 at Rockaway Road. Chief among those is the possible negative impact building homes under the departure path for Runway 13 and the final approach course to Runway 31, will have on the airport and the community.

First, some basic information as we understand it:

- The western edge of the proposed subdivision would be approximately 9,400 feet from the approach end of Runway 31.
- The southwestern edge of the subdivision would be located 1,500 feet northeast of the final approach course to Runway 31.
- The property is currently zoned for general industrial uses.
- The property is shown as low density residential on the current land use plan.
- The current proposal calls for 121 homes on forty acres.
- An informal noise abatement procedure has been in effect since 1990, which requests that jets and large aircraft departing on Runway 13 fly runway heading until reaching 3,000 feet before turning on course, and that departures from Runway 31 turn west until reaching 3,000 feet and turning on course. Please see the attached photo of our noise abatement procedure.
- The southern most part of Planterra Ridge subdivision is approximately 4,900 feet from the approach end of Runway 31, and is approximately 1,400 northeast of the final approach course to that runway.

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Please consider the following information when you evaluate the proposed subdivision:

- Our normal flight patterns have jets, and other aircraft flying under instrument flight rules that are departing Runway 31 turn westerly – away from Planterra Ridge. In contrast, those departing Runway 13, fly straight ahead, or when required by air traffic control, turn easterly, which could cause them to regularly fly over the proposed subdivision.
- Departures from Runway 13, flying under visual flight rules normally turn to the southwest, which is away from the proposed subdivision. However, in the summer months, southerly winds and high temperatures could cause departing aircraft to drift over the proposed subdivision before the aircraft reaches an altitude of 400 feet and it begins its turn to the southwest.
- As noted before, the proposed subdivision is very close to the final approach course for Runway 31. Aircraft, including jets, will routinely pass just to the west of the proposed subdivision at approximately 600 feet above the ground. These planes will be in a landing configuration which can be particularly loud.
- Our master plan includes the installation of a more sophisticated precision approach system that could increase the amount of air traffic to Runway 31 during periods of bad weather.

Peachtree City-Falcon Field Airport currently has 165 based aircraft and our master plan forecasts that we will have over 300 based aircraft by 2020. We want to be a good neighbor in the community. To achieve this, we must ensure that development in the vicinity of the airport is compatible with airport operations. Any hindrance or curtailing of our operation could adversely affect our ability to maintain economic viability and to achieve our goal of self-sufficiency.

We request that you consider our concerns when reviewing the rezoning request for this proposed subdivision. If this property is rezoned for residential use, it is imperative that as a condition of that rezoning, the deed covenants to the rezoned property have notification of its proximity to the airport and the noise associated with the location. The notification should also address the anticipated <u>increase</u> in noise as the airport continues to grow. If the property is rezoned, the Airport Authority would like to be involved in developing the information to be included in the deed covenants.

Thanks for your help with this issue. Please give me a call if you need additional information.

Sincerely,

James H. Savage
Airport Manager

cc: Mayor and City Council, Peachtree City Airport Authority