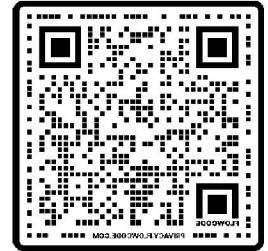




**CITY COUNCIL OF PEACHTREE CITY**  
**REVISED REGULAR MEETING AGENDA**  
**OCTOBER 6, 2022**  
**6:30 p.m.**

**Peachtree City**  
**Mayor & City Council**  
Kim Learnard, Mayor  
Phil Prebor, Post 1  
Mike King, Post 2  
Frank Destadio, Post 4

**Scan to view packet**



- I. Call to Order
- II. Pledge of Allegiance
- III. Moment of Silence
- IV. Announcements, Awards, Special Recognition
- V. Public Comment
- VI. Agenda Changes
- VII. Minutes
  - September 15, 2022, Regular Meeting Minutes
  - September 15, 2022 Executive Session Minutes
  - September 27, 2022, Special Called Meeting Minutes
  - September 28, 2022, Special Called Meeting Minutes
- VIII. Consent Agenda
  - 1. Resolution & Agreement with GMA for Telecommunications and Right of Way Management
- IX. Old Agenda Items
  - 09-22-06      Second Reading- Alcohol Ordinance Amendment (Julio)
- X. New Agenda Items
  - 10-22-01      Riley – Park Enhancements (Borkowski)
  - 10-22-02      First Reading-Amend Registration/Decal/Transfer Requirements Ordinance (Strickland)
  - 10-22-03      First Reading- Tethering Ordinance (Strickland)
  - 10-22-04      Award Contract for City Aquatic Facilities and FY-23 Budget Amendment (Bledsoe)
- XI. Council/Staff Topics
  - Peachtree City Water and Sewer Authority (King)
- XII. Executive Session
- XIII. Adjourn

**City Council of Peachtree City  
Meeting Minutes  
Thursday, September 15, 2022  
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, September 15, 2022. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Frank Destadio, Mike King, and Phil Prebor.

**Announcements, Awards, Special Recognition**

Learnard recognized the recent death of Larri McKinney Milligan, a citizen who for years faithfully attended almost every City Council and Planning Commission meeting, always sitting in the same chair in the audience, which had been marked with a plaque in her memory.

**Presentations**

**1. Clayton State University New Peachtree City Location**

The Mayor introduced Dr. Jill Lane, Interim Provost and Vice President of Academic Affairs at Clayton State University (CSU), to talk about the CSU campus at the new learning center in the former Booth Middle School. Lane explained the main goals were to expand academic opportunities for students and community members, as well as to coordinate with local businesses to help with workforce needs.

A floor plan showed how the 33,000 square foot school was being converted to meet the college's needs. Right now, some classrooms already were being used by dual enrollment students from the Fayette County School System, but others were still under development as they figured out how to best serve the needs of the community. There would be 11 classrooms, three dedicated biology rooms, a dedicated chemistry lab, and a fully equipped nursing facility. The Bachelor of Science in Nursing program would start fully at the site in the fall of 2023, and there would be eight hospital beds to give students realistic training, along with a dedicated space for practice examinations. Lane said CSU would be partnering with Southern Crescent Technical College through an articulation agreement with their nursing program and also with Piedmont Fayette Hospital. She said the chemistry class, the foundation for starting in the nursing program, would be offered in the spring.

Nine dual enrollment classes were going on now and would be expanding to include other degree programs, including an associate's degree in integrative arts, a bachelor's degree in integrative management, and a bachelor's in integrative studies. The integrative studies programs were for people who had some college credits but had not completed their degree. They also would be tailoring some workshops to find out the needs of the local business community.

The new facilities afforded them space to offer advising, tutoring, campus life activities, and auxiliary services, much like traditional college campuses, even though it was called an instructional site, Lane noted.

They were looking to increase partnerships with the Fayette County business community to strengthen the workforce. Christy Burton had been named the Coordinator of Fayette Academic Partnerships. Any business that was interested in developing a partnership to help their workforce should reach out to her.

Learnard asked if they would be having an open house? Lane said it would be in November or December, once all the renovations were complete. What was the website? Learnard asked. It was www.clayton.edu, Lane replied.

Destadio again asked about the grand opening, and Lane said they hoped to have one ribbon cutting for the entire facility, rather than three separate ones.

#### **Public Comment**

Susan Schultz said she wished there was an update at every Council meeting about plans to improve the SR 54/74 intersection. She noted there was an item on that night's agenda, but said it was a favorite topic of conversation, and they seldom saw any information. Schultz added there had been some not so good things going on in the community, and she thought it would be good if they could look to positive changes in the future.

Suzanne Brown asked Council why did they not choose currency-grade paper ballots for the special election? Municipalities were not mandated to use the State's electronic voting equipment, she noted, adding she asked Council about this in September 2021, and Destadio brought up the paper ballot option before they signed the intergovernmental agreement (IGA) with the County for \$48,000 and another \$40,000 for a runoff. A municipality had the right to choose the currency-grade paper ballots at 13 cents each, Brown continued, and she said they could be hand-counted at a minimal cost. Because of the method they chose, Peachtree City residents would have to vote on two separate ballot marking devices and print two separate ballots for two separate scanners. Fayette County would have to get more equipment. Anyone who voted absentee must request the second ballot on the second form, she went on; why did they not try to save money with the paper ballots? If the \$50 million surplus was burning a hole in their pockets, she remarked, they could cut the property tax bills.

She concluded by saying that if they had been truthful with Peachtree City residents about who was responsible for the path issues, there would be no need for the special election at all.

Cary Cook told Council he would like to see a lighted sign at the SR 54/74 intersection with information about upcoming community events and government meetings. He also wanted to state his beliefs about quality of life, saying he did not want Peachtree City to turn into another Alpharetta, Sandy Springs, or Buckhead. He noted that the culvert on the small lake off the golf cart path was filling up with silt and would eventually flood the cart path. He said Snake Island was being destroyed by people off-roading in golf carts, and there were drug deals there. Cook also mentioned that he thought decals on the carts should be on the front or back, not on the sides. He said he would appreciate responses from City Council when he emailed them. Cook finished by saying he appreciated signs on the path that told people to use audible signals when approaching walkers and would like to see more of those signs.

#### **Agenda Changes**

None

#### **Minutes**

**August 18, 2022, Special Called Meeting Minutes**

**August 18, 2022, Regular Meeting Minutes**

**August 18, 2022, Executive Session Minutes**  
**August 19, 2022, Special Called Meeting Minutes**  
**August 29, 2022, Special Called Meeting Minutes**  
**August 30, 2022, Special Called Meeting Minutes**  
**August 30, 2022, Special Called Workshop Minutes**

King moved to approve the August 18, 2022, Special Called Meeting Minutes, the August 18, 2022, Regular Meeting Minutes, and the August 18, 2022, Executive Session Minutes. Destadio seconded. Motion carried 3-0-1, with Prebor abstaining due to his absence from those meetings.

King moved to approve the August 19, 2022, Special Called Meeting Minutes, the August 29, 2022, Special Called Meeting Minutes, the August 30, 2022, Special Called Meeting Minutes, and the August 30, 2022, Special Called Workshop Minutes. Prebor seconded. Motion carried unanimously.

#### **Consent Agenda**

- 1. Brand Name CPL for Architectural and Construction Management Services**
- 2. FY22 Budget Amendment for Fund 208 and purchase of Crime Scene Mapping System**
- 3. Rescind City Tree Trimming and Removal Service Agreement from Superior Tree Service and award it to Ricardo's Tree Service.**
- 4. Official Intent Resolution (Reimbursement Resolution)**
- 5. Approve Skid Steer Loader Purchase**
- 6. 309 Corrigan Trace Cart Path Culvert Replacement**
- 7. 119 Shirewood Park Cart Path Culvert Replacement**

Destadio moved to accept Consent Agenda items 1-7. King seconded. Motion carried unanimously.

#### **Old Agenda items**

None

#### **New Agenda items**

- 09-22-01      Re-Appointment of Kenneth Hamner and Scott Ritenour to the Planning Commission, Appointment of Felicia Reeves to fulfill the remainder of Paul Gresham's term and Appointment of Andrew Kriz as the alternate on the Planning Commission**

The Mayor explained that committees interviewed volunteers to serve on the Planning Commission, and these were their selections. Destadio, saying he served on the selection committee, moved to approve. Prebor seconded. Motion carried unanimously.

- 09-22-02      Appointment of Jill Mitchell to the CVB Board**

King moved to approve New Agenda item 09-22-02, Appointment of Jill Mitchell to the CVB Board. Destadio seconded.

- 09-22-03      Appointment of William Beckwith to the Airport Authority and Miranda Shockley as the Alternate for the Airport Authority.**

King moved to approve New Agenda item 09-22-03, Appointment of William Beckwith to the Airport Authority and Miranda Shockley as the Alternate for the Airport Authority. Prebor seconded. Motion carried unanimously.

- 09-22-04      Master Lease Purchase- Lease Schedule #1**



Assistant Financial Services Director Kelly Bush showed a timeline of how this process worked. In August, 2021, Council approved the budget with a capital improvement plan (CIP) and a list of equipment they planned to purchase. When that fiscal year (FY) began, Council signed an intent to finance on October 7, 2021, which stated the intent to purchase capital equipment with cash and reimburse themselves at the end of the fiscal year with financing. They purchased the equipment over the course of the year and were now to the point where they were ready to close on Schedule #1 with the Master Lease and draw down the money for the equipment that had been purchased during the year.

The total amount for equipment purchased was \$1,277,614.19. Bush explained that part of that was closing costs from the Master Lease, but there were also PCs, GIS workstations, storage, software, and server upgrades, along with zero-turn mowers for the Grounds Department, laptops and vehicles for the Police Department, a brush truck for the Fire Department, zero-turn mowers and a Kubota for Public Works, and vehicles for Code Enforcement. They were not able to get 11 items on the list due to supply chain issues, and there were still three items from 2021 that they still had not be able to obtain, Bush reported, adding those were all on the intent to finance for FY 2023. She said Council needed to approve and the Mayor sign the documents so they could close on Monday, September 19.

Prebor moved to approve New Agenda item 09-22-04, Master Lease Purchase- Lease Schedule #1. Kind seconded. Motion carried unanimously.

**09-22-05      Ordinance #1200- Departments Amendment & Organizational Chart Update**

Interim City Manager Justin Strickland explained this was a cleaning up of departmental organization. A full listing of the changes were in Council's packet, but he said he would go over the main changes. When the Director of Library Services position was created, it brought Jill Prouty up to the level of a Director, with the benefits of a Director. With that change, Strickland remarked, common sense dictated that Library Services should be its own division, rather than remaining under the Administrative Services Division.

The amendments also cleaned up language in the Public Services and Recreation and Special Events divisions. Right now, those departments were not called those things; they were called Public Works and Parks and Recreation. This was just a change in language to match how they referred to those divisions in budgets and organization charts, along with the titles of those division directors.

The changes in the organization charge showed they Library Services would be lifted out of Administrative Services. The big changes, he stated, were moving right-of-way mowing and landscaping out of Recreation and Special Events to Public Works in the Public Services division. Again, Strickland said this was a change to fix something that did not make sense: Recreation should not be managing work on public roadways. It would be more efficient to move it to Public Works. They would be moving 18 employees to Public Works. He showed what the revamped Public Services organization chart would look like, as well as the new Library Services division.

There was a Grounds Department budgeted separately from Public Works and Recreation, Strickland continued, and it covered right-of-way mowing, field mowing, and recreation buildings. He proposed they move \$1,060,790.00 from Grounds to Recreation. This would move the costs of the two crews in Grounds that currently did the fields and buildings to the Recreation Department. The remaining crews in Grounds would be under Public Works, and this was just moving salaries and benefits for those crews and would not increase the City's budget, he commented.

This would all be effective October 1 of the new fiscal year, Strickland said.

Destadio said he did not think this was a big deal, and he supported the changes, but added that he was surprised to see so many text amendments. He thought that when there were this many changes, Council should have had a chance to see the ordinance in advance and to comment. He had read through it, though, and had no objections. Were they calling this a text amendment? Destadio asked, and City Clerk Yasmin Julio said it was amendments to an existing ordinance. Destadio asked that in the future, Council have a chance to see proposed text amendments in advance of the open meeting.

Destadio moved to accept New Agenda item 09-22-05, Ordinance #1200- Departments Amendment & Organizational Chart Update. Prebor seconded. Motion carried unanimously.

**09-22-06 First Reading- Ordinance #1201- Alcohol Amendment- Mixed Drink to go/ Corkage**

Julio reminded Council they had previously heard about proposed changes to the alcohol ordinance in order to conform to those of the State. This ordinance covered mixed drinks to go and also included requirements for art shops and brown bagging.

The ordinance would bring the "to go" definition up to State standards by stipulating what were approved containers. They could have no straw holes and must have a tamper-resistant seal; the restaurant logo must be affixed. The ordinance also defined curbside pickup and set a maximum of three ounces of distilled spirits in the mixed drink. The City already had some standards, but these changes mirrored the upgraded State standards, Julio remarked.

No more than two drinks could be ordered for removal from the premises and must be accompanied by a food order. The State allowed the food to be purchased directly, over the phone, or through a delivery platform with which the restaurant was contracted. An additional change regarded the taxation requirements, also guided by the State.

Brown bagging was when customers brought their own wine to a restaurant and was not allowed under the current ordinance, Julio explained, but had been requested by both residents and existing restaurants with licenses for alcohol sales and consumption on premises. Maybe someone wanted to bring a finer type of wine to go with their meal, she commented. This would be an exception in the ordinance, she went on, and a restaurant would not have to participate. The restaurant would set the rules, and there would be a minimum corkage fee of \$10.

A current trend in entertainment was paint and sip art shops, and Julio said they did not have a strong enough definition of those in their ordinance. Another update was in the definition of outdoor dining. The current ordinance only talked about the location, and they needed to define what outdoor dining entailed.

Julio explained they developed this ordinance with input from the Police Department, Code Enforcement, and the Administration department, which issued alcohol permits; the City Attorney had reviewed it. They would be notifying residents and educating restaurants about the requirements for the "to go" sales as well as the brown bagging.

Learnard wanted to know more about the change in the definition of art shops. Would they be allowed corkage or to sell alcohol? Currently, Julio explained, there was no definition of art shops at all in the ordinance. This defined what an art shop was and prohibited any adult entertainment component. The art shops would have to apply for a license to sell alcohol, and Julio added there were multiple ways they could do that.

What were some examples of outdoor dining? Prebor inquired. Curious Pig was one example, Julio replied. It did not have an enclosed gate, but they did have an outdoor dining space that did not meet the requirements of the current ordinance, which said an area must be enclosed if alcohol was sold. The need for updated regulations became especially apparent during COVID, and these changes stated alcohol service was permitted as long as the area was on the restaurant's property, up to the sidewalk.

Prebor recalled that, a few years ago, Council had denied a request from a shopping center that wanted people to be able to walk around with drinks. Did they need to be concerned about that now?

City Attorney Ted Meeker said he could see them getting that request, but the way the ordinance was written, with the requirement of sealed containers, it would not be permitted.

Destadio said he understood the purpose of sealed containers, but was confused with the example of Curious Pig. People could call ahead and get food and drink to go, then go outside and sit at a picnic table and open it up?

Julio said that was not the case. Curious Pig offered in-house dining. You would not be leaving the premises. When you physically left the establishment, it was no longer consumption on premises; it was mixed drink to go. Outdoor dining was already a component of the ordinance; they were just strengthening the definition, Julio continued. For example, say Curious Pig wanted to buy the vacant business next to them and establish outdoor dining. If a diner walked over there to eat, it would still be on-premises consumption because they had not left the restaurant's property. If they wanted to leave and go down to Three Guys, that would be considered mixed drink to go. They would have to terminate that first drink, she explained, and order a to-go mixed drink, which would be in a sealed container. It was two definitions, Julio told him, which was why the definitions were separate.

Meeker told Prebor he could see a request like he mentioned being the next logical step, but what they were considering did not go that far.

That was correct, Julio added, noting that, currently, the restaurants had to get an alcohol license, not the entire plaza. Prebor was talking about an entertainment district. Ordering something from a restaurant in a plaza would not authorize you to leave and go to another restaurant. Not every restaurant would qualify for outdoor dining, she added, because not every restaurant had a sidewalk that met their property.

Destadio pointed out this was like the previous agenda item; there was an ordinance that was substantially amended. When they looked at the noise ordinance or the short-term rental ordinance, he noted, there was time for Council to request changes. When did they include Council beforehand, and when did they just see it on the agenda?

It was on the agenda as a first reading, Julio pointed out, and Council did not have to make a decision that night. A second reading was not required, so they could choose to vote on it, or they could have a second reading at the next meeting and make their input and comments.

King asked if Destadio needed to wait? Destadio said he had not even read it, and asked King if he had read all five page? Prebor suggested they postpone a decision, and the Mayor and other Council members agreed.

**09-22-07 First Reading- Ordinance #1202 – Massage Establishments Ordinance**

At the last meeting, Council requested they proceed with developing a massage ordinance, Police Chief Janet Moon stated, and now she was presenting them with an 11-page draft that they could approve or refer back with feedback for a vote at the October 6 meeting.

The ordinance would create a regulatory fee certificate in addition to the occupational tax certificate that businesses now applied for. Applicants must submit information on themselves and all massage therapists in their employ. Copies of government-issued identification would be required, as well as copies of the State license to practice massage. It would authorize regular inspections of the establishments.

The ordinance did not apply to nurses, physicians, surgeons, chiropractors, and physical therapists who were licensed to practice in the State. It also did not apply to barbers, beauticians, and nail technicians who solely massaged the neck, scalp, feet, and hands.

The applicant for the regulatory fee certificate must be at least 18 years of age and either the owner or the lease holder of the premises. Occupational tax certificates were issued for one year and expired on December 31, but they usually had a few months after that to come under compliance, Moon stated.

Applicants and each massage therapist must be of good moral character and a United States citizen or an alien lawfully admitted with residences of at least one year prior to application. Moon recalled they had discussed that the women they had arrested were not legal residents, and none had massage licenses. This ordinance would require them to be licensed by the State or be the holder of a valid provisional permit from the State that must be displayed in a prominent location.

The applicant must complete the forms required by the City under oath, and the City would inspect the premises within 30 days. There would be an investigation into the applicant's character and qualifications. They would require records be kept for each massage therapist, and the City Clerk must be notified within 10 days of any changes in personnel. The businesses would have to maintain records on who received treatment and the type of treatment for up to three years. The ordinance would authorize inspections from Code Enforcement or the Police to determine if they were in compliance with the ordinance.

Staff recommended adoption. Council could adopt it that night, or, Moon stated, they could voice any changes they desired, and she would bring it back to the October 6 meeting. She would like the ordinance to become effective with the renewal of the occupational tax certificates for 2023 with the massage establishments also completing the application for the regulatory fee certificate. Moon

mentioned again that this was a collaborative effort that included Police, Planning, and Finance; they even talked to the Health Department.

Prebor said he believed something should be done, but he was concerned for the legitimate massage therapy businesses; was it making a lot of extra work for them? The Chief said they had this same sort of ordinance in Suwannee, where she previously worked, and the legitimate establishments welcomed it because the ones that did things inappropriately gave them all a bad name. The ordinance required records that a legitimate business would keep, Moon remarked. There were fewer than 30 massage business in the city, and the auxiliary officers would be going out to educate them on the new ordinance.

Destadio questioned her on the number of businesses, and Moon said a search provided 23 results, but she was sure a few were missed. Destadio confirmed this was a new ordinance and said that bothered him less than amendments to an existing ordinance. He recalled the situations Moon described at the previous meeting, saying it bothered him a great deal, as he was sure it did the citizens. He asked if Council agreed they did not need a second read?

Julio asked that he change the ordinance number in his motion from 1202 to 1201 so they could stay consecutive.

Destadio moved to approve New Agenda item 09-22-07, Ordinance #1201 – Massage Establishments Ordinance. King seconded. Motion carried unanimously.

**09-22-08      Consider MRR Grant Application for Modernization (MOD) of Elevator at library**

City Engineer Dave Borkowski stood in for the Director of Library Services Jill Prouty, asking Council to approve a grant application for a major repair and renovation on the elevator at the library. He said they had used this grant several times before, including for the coating on the outside of the library. The amount was for \$187,000, with the City's share of 50% coming out to \$93,500.

Borkowski commented that the Library Director and the Building Superintendent had done a good job being proactive with this elevator, but it had reached the end of its lifespan. It was installed in 1995, and parts were getting hard to find, meaning that if something broke, it would be almost impossible to repair.

Prouty had applied for the grant to replace basically everything, including buttons and lights. The elevator would have to be brought up to code as well, Borkowski remarked, with a fire alarm system and electrical wiring.

The money would not be ready until the Governor signed the fiscal year (FY) 2024 budget, but the application had to be submitted before September 30. If the grant was approved, work could begin around July 2023, when the State's fiscal year began, Borkowski stated.

Julio said a budget amendment was attached.

Council had no concerns.

King moved to approve New Agenda item 09-22-08, MRR Grant Application for Modernization (MOD) of Elevator at library and the attached budget amendment for \$93,500. Destadio seconded. Motion carried unanimously.

**09-22-09      SPLOST 2023 Official Project List**

Strickland said he was happy to present this final project list for Council's approval. He showed a slide with the final adjusted list, and said the information also was in the meeting packet that was available to the public. He enlarged an area to highlight the only portion that had changed from what the Special Purpose Local Option Sales Tax (SPLOST) Advisory Group presented to Council.

Two projects, the Battery Way restroom and lake edge recreational area/swim access, had been removed. Pickleball courts with lights and restrooms were moving from Tier 2 to Tier 1 with a budget of \$770,000, which was the amount of the two projects that were removed. The site they were looking at was adjacent to, but not in, the Tennis Center. They had met with the Pickleball Club to go over potential locations, and this was not a fixed location, but was what they were thinking right now.

Strickland also moved \$380,000 from Tier 2. Most of that would go to the intersection improvements at Robinson Road/Peachtree Parkway in Tier 1. Whatever they ended up doing there, Strickland explained, would be years into this SPLOST cycle, and he felt it would be more costly than they had anticipated. Also, the Drake Field restrooms would get \$100,000, bringing the total to \$500,000, because Strickland said he believed that is what would be needed to match the architecture of the existing pavilion.

These changes left them with a contingency in Tier 2 of \$7 million. Strickland said those were the only changes he had made from what the group recommended. The SPLOST Group worked for about six months to create what Strickland called a "great list," with a lot of the citizens, an opinion he said was reflected in the meetings he had with Council.

Destadio wanted to emphasize that Council had not abandoned the Battery Way restroom and Battery Way Park upgrades. When they made these concessions, they were not eliminating these projects forever; if the SPLOST passed, Destadio said he hoped they would move ahead with park improvements to include a new restroom facility.

Strickland pointed out that the list earmarked \$1.2 million for playground equipment, and that could include any existing playground, including at Battery Way. He said it would be best to look at the park as a whole—bathrooms, parking, playground.

They had not forgotten about Battery Way Park, Destadio continued, but those improvements could be paid for out of the Capital Improvement Program (CIP), if SPLOST passed. He asked Learnard if that was correct, and she said it was.

The Mayor again said this was a great list, noting that Council had a workshop on August 30 where they went over the list with a fine-toothed comb. They left the room that night knowing they were in agreement on \$66 million out of the \$67 million list.

Strickland presented the verbiage that had to be used for the motion. He added this was not the end; there would be an intergovernmental agreement (IGA) coming from the County to enter Peachtree



City's project list into the referendum for a vote in March. What they were doing tonight was approving the list and authoring the City Manager to negotiate the IGA and bring it back to Council and also begin work on the project manual that would be published on the website.

King confirmed with Strickland that the referendum would be in March.

King moved to approve New Agenda item 09-22-09, the SPLOST 2023 Official Project List for the City of Peachtree City to be noted in an inter-governmental agreement with Fayette County and to authorize the City Manager to develop an inter-governmental agreement with Fayette County for a six-year SPLOST term and an anticipated total collection amount of \$67,380,600 for the City of Peachtree City. Prebor seconded. Motion carried unanimously.

#### **Public Hearings**

None

#### **Council/Staff Topics**

##### **Public Communication Update**

Using comments from a Town Hall meeting on public communications held several months ago, along with suggestions from citizens, staff had been working to update and improve different parts of the public communications process. Julio explained.

One change was to the method of delivery for the weekly newsletter. In the past it was emailed and did not always appear obvious that it was from the City. They had upgraded its appearance and content with images and articles. You no longer had to click a link to access the newsletter. Julio said they had enhanced ways in which people could sign up for the newsletter with QR codes, flyers at various locations, through social media, and the City website.

Previously there were about 8,000 subscribers, but they had not purged bounce-backs, of which there were more than 1,000. Bounce-backs were emails that had been returned more than three times for various reasons. People were asked to sign back up if they still wanted the newsletter after being purged. Now there were 7,727 subscribers. One suggestion from citizens was to include events that were not sponsored by the City, so they added a section for that and asked community organizations and businesses to submit their information.

They had picked up social media interaction, as well. There was a huge difference when comparing the number of posts January 1 to September 14, 2021, to the same period this year, Julio reported. Previously, they were doing no paid postings, which meant they were not advertising City events or even the newsletter signups. The Facebook reach showed how many active users visited Peachtree City's page. The City had greatly increased their postings this year, aiming for two a day. Last year, when they were only posting about once a week, they had dropped to the bottom of the algorithm, she explained, and it was hard to work back towards the top, but they were trying and hitting a larger target area. It was the same with Instagram. Facebook "likes" for the City went from 7,800 in 2021 to around 9,200. They now had more than 10,000 followers on Facebook and about 1,900 on Instagram.

Julio said residents had a lot of complaints about the website, saying it was difficult to find information. One change they had made was switching how they got their analytics from CivicPlus to Google Analytics because it provided a broad range of information. She showed numbers from August 15 to

September 30 for areas including organic searches, direct searches, and referrals from other sites. There were more than 35,000 visitors to the website in the past month. Google Analytics allowed them to track their audience, seeing things like age, where visitors lived, their interests. There were about 12,000 users who started on the main page, with the second-most visited page being the library, followed by the paths. Julio said this information was tracked in order to let them know what they should put at the forefront and what should be advertised. Sometimes the library and the paths flip-flopped, and sometimes recreation or events made it to the top, depending on what was going on.

The little-used podcast and blog site were eliminated from the City website.

One of the biggest challenges was an overall website cleanup to make information easier to find, Julio remarked. The big drop-down menu had been simplified. Residents had complained that it did not work well on their phones, plus, it was just a vast amount of information. She showed how it had been simplified and consolidated. Also in response to citizen comments, they made it easier to locate old information from Council meetings, such as videos, meeting packets, and minutes, by putting them all in one location.

Another part of the cleanup involved the search bar, which was not efficient, bringing up thousands of items, often outdated, in a search. Every department was tasked with eliminating outdated information from the website, Julio reported. She said the search function was better now but asked residents to contact her office if they had any issues.

Another frequently-heard comment was that people were not getting all the updates they believed they had signed up for. She attributed this to the fact that previously there were 16 options for notifications, and there were a lot of redundancies. They had consolidated those items down to seven specific options from which residents could choose.

The analytics of social media showed areas that needed some work, Julio remarked. They did a great job targeting the ages between 25 and 64. However, ages 18 to 24 were typically not found on Facebook or Instagram, and Julio commented that even if the City jumped on TikTok, it was only good until the next trend came out. They would try to stay up to date, but that did not solve the problem of residents older than 65 who did not usually go online to get their information. They often relied on paper copies. About 24% of the population was 18 or younger, while about 19% were older than 65. She said she wanted feedback from Council about some ideas they had to increase outreach to those groups.

A digital marquee, maybe in front of City Hall, would let residents see notices of upcoming events. A Department of Transportation traffic count showed that about 27,000 vehicles passed Willowbend Road every day. She showed a photo of a digital marquee. Another option was small screens attached to charging stations for cars and/or golf carts. The messages would be managed from City Hall. Finally, they might want to think about an interactive digital kiosk that could be put in plazas and parks. It, too, could be managed from one location. Julio noted that the paths were the number one amenity, used by residents of all ages, so posting information there was a good way to reach most residents.

Looking ahead, Julio pointed to a website revamp that was already underway. The site would be redesigned for a more up-to-date look that was easily accessible to residents. Also, Council had

expressed interest in public communications, so a full-time communications specialist would be starting on Monday. They were also advertising for a part-time position. Finally, they were in the process of establishing a navigation app for the paths. She showed the sample template, saying it would provide navigation on the path and direct access to different parts of the website, such as the calendar or the library.

This was great, Destadio commented, and thanked Julio for all her work, saying it had exceeded his expectations already, with more to come.

Prebor agreed but pointed out that digital signs were not allowed in the city. He said he did not believe the charging station signs or the kiosks would reach the older citizens and suggested maybe something published every two weeks, distributed at The Gathering Place. Prebor admitted that would be costly, but suggested Julio to check into it.

King echoed what Prebor and Destadio said, also mentioning that he sat through hours of discussion the day before about a sign lawsuit against the city, so he would recommend they leave the sign alone right now. Vandalism would be a concern with the digital signs, as well as cost. Julio said they were just pushing out ideas, and King commended her for these efforts.

The upgrades were impressive, the Mayor noted, and they were clearly on the right track.

#### **Proposed Signage and Lighting options for the DLT at SR54/74 intersection**

Borkowski wanted to talk about aesthetics at the displaced left turn (DLT) to be constructed at the SR 54/74 intersection. This project would be a big deal, he noted, with a lot of new asphalt, and he described the things that would be going up as very "interstate-like." The Georgia Department of Transportation had told him work would begin in spring of next year, so there was time to make some changes for aesthetics, but they needed to move on it now, he remarked.

He had been working with the Planning Department and with GDOT on some of these things, including photometrics, which was getting the lights at this intersection where they should be, and getting plans and estimates from GDOT. Now he wanted Council's input.

Photos of the existing conditions showed the northbound approach to the intersection right before the Waffle House and southbound at Marketplace Connector. This was where GDOT would install big signage to tell people where to go at the intersection. He showed a rendering of what the intersection would look like. There would be a big structure over the highway with huge signs affixed. Borkowski presented a photo of similar truss-like structures on SR 400. If GDOT used their standard, there would be galvanized mast arms like at SR 54 at Peachtree Parkway. They might be using concrete poles in other areas.

They had been talking with GDOT and getting prices on black mast arms, like at Planterra. These were more decorative and, keeping with the theme on SR 54 West, have decorative lighting on top. Where it was possible and would still meet photometrics, they would install smaller decorative light posts with the same heads, not necessarily cobra heads, although cobra heads would be needed in some areas for photometrics.

He showed a photo of something one of the engineers had worked on in Texas to support a big sign. It was concrete with some decorative enhancements. Another photo showed decorative supports done by GDOT in Snellville.

Looks came with a price, Borkowski observed, and the total cost would be about \$1.3 million. The biggest part of that was for the supports for the large truss-like structures. How many would they need? Learnard asked, and Borkowski said two, one for north and one for south. If they moved forward, they would need to contract with GDOT's engineer to do a design, for which GDOT had put a placeholder of about \$800,000. Design would come first, then the cost estimate could be revised.

Borkowski had a copy of the agreement if Council was interested in pursuing this. He would bring it back to Council if they wanted to engage a design firm.

Forget it, Prebor said. King recalled that several years ago, the State gave them one-third of their \$30 million annual budget for the DLT. Sure enough, now they were getting a bill for \$1.4 million.

Borkowski then said he forgot to mention the funding portion of this. There was a 2017 SPLOST project for enhancements on state routes, with about \$900,000 earmarked for that. Strickland added it was \$928,000.

That did ease the pain, King remarked, adding they had known for years they had to do something at SR 54/74. The DLT was not a full-on, 100% remedy for all the problems, but it would relieve some of the pressure.

There would still be signs, even if they did not pay the \$1.4 million for the upgraded ones, Prebor commented.

Destadio noted that the DLT would not solve the problem of people moving east and west through the intersection. It would also wipe out the bushes and trees on the corner. It could eliminate some congestion, but most people were going straight through. The State was spending a lot of money for a nude intersection, signs, and a lot of irritated people.

The question was not whether they wanted this project or not, Learnard stated. It was a GDOT project, and it was coming. There was a certain design that was going to happen. The question before them was do you want crappy signs or good-looking signs? There was \$928,000 in the 2017 SPLOST, and she said they owed the citizens the best-looking intersection they could come up with. This was permanent; they would have to look at these signs every day. Learnard said she did not want to see signs like on SR 400. They had the money, and this was not the time to cheap out. Did they want to spend the extra money on good looking signs or let GDOT do what they do on the cheap?

Prebor said he did not think the enhanced signs looked that good, but Destadio said he would agree with them, if they did have that \$900,000. They did have it, Learnard said. King said he agreed with the Mayor. If they were going to do something, do it right. Learnard added that they should try to get the best they could out of the situation.

King said to move forward. Destadio said to go ahead, but added that the DLT was not going to work, calling it a "pretty pig."

Before the meeting concluded, Learnard mentioned that the Professional Pickleball Association was holding the Peachtree Classic at the Tennis Center, with more than 600 players here. There were food trucks, and a lot of fun. Tennis Center members could get in free, and others could go online and buy a pass.

Strickland noted that All Children's Playground was now open, with a grand opening held that afternoon. It was a great design, Learnard said, thanking Recreation Director Quinn Bledsoe and her staff for their work.

An audience member reminded them of the Shakerag Festival that weekend.

King moved to adjourn to executive session at 8:09 p.m. to discuss pending or threatened litigation and real estate and personnel. Prebor seconded. Motion carried unanimously.

Prebor moved to reconvene in regular session at 8:24 p.m. King seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Prebor seconded. Motion carried unanimously.

The meeting adjourned at 8:24 p.m.

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**Martha Barksdale, Recording Secretary**

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**Kim Learnard, Mayor**

**City Council of Peachtree City  
Special Called Meeting Minutes  
Tuesday, September 27, 2022  
1:30 p.m.**

The Mayor and Council of Peachtree City met for a special called meeting on Tuesday, September 27, 2022. Mayor Kim Learnard called the meeting to order at 1:30 p.m. Council members attending: Phil Prebor, Frank Destadio, and Mike King. Also attending was Human Resource Director Ellece Brown.

King moved to adjourn to executive session at 1:30 p.m. to discuss personnel matters. Destadio seconded. Motion carried unanimously.

King moved to reconvene in regular session at 4:37 p.m. Prebor seconded. Motion passed unanimously.

There being no further business, King moved to adjourn the meeting. Prebor seconded. Motion passed unanimously.

The meeting adjourned at 4:38 p.m.

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**Stacey Collins, Deputy City Clerk**

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**Kim Learnard, Mayor**



**City Council of Peachtree City  
Special Called Meeting Minutes  
Wednesday, September 28, 2022  
2:00 p.m.**

The Mayor and Council of Peachtree City met for a special called meeting on Tuesday, September 27, 2022. Mayor Kim Learnard called the meeting to order at 2:00 p.m. Council members attending: Phil Prebor, Frank Destadio, and Mike King. Also attending was Human Resource Director Ellece Brown.

Prebor moved to adjourn to executive session at 2:00 p.m. to discuss personnel matters. King seconded. Motion carried unanimously.

King moved to reconvene in regular session at 4:20 p.m. Prebor seconded. Motion passed unanimously.

There being no further business, King moved to adjourn the meeting. Destadio seconded. Motion passed unanimously.

The meeting adjourned at 4:21 p.m.

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**Stacey Collins, Deputy City Clerk**

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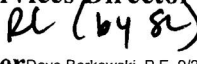
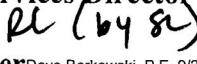
**Kim Learnard, Mayor**

**CITY OF PEACHTREE CITY**  
**INTEROFFICE MEMORANDUM**

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**TO:** Mayor and City Council

**VIA:** Justin Strickland, Interim City Manager 

**FROM:** Paul J. Salvatore, Financial Services Director P.S.  
Robin Cailloux, City Planner   
David Borkowski, City Engineer  Dave Borkowski, P.E. 9/29/22

**DATE:** September 29, 2022

**SUBJECT:** Telecommunications & ROW Management Agreement - GMA  
*October 6, 2022 City Council Meeting*

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**Recommendation**

Approve the attached resolution authorizing the Mayor to execute an agreement with the Georgia Municipal Association (GMA) to provide the city with a Telecommunications and Right-of-Way Management Program.

**Discussion:**

The Georgia Municipal Association offers a telecommunications and right-of-way management program in conjunction with a consultant named Greg Fender of Local Government Services, LLC. As the city currently has a working relationship with GMA, staff is recommending approval of this contract under the Brand-name provision of the city's purchasing ordinances. The firm offers a broad array of services, described in the attached agreement, including:

- Local Franchise Management
- State-Issued Franchise Management
- Cellular Tower and PCS Tower Site Consultation Services
- Franchise Compliance Monitoring Services
- Right-of-Way Ordinance Development, Updating, and Consulting

GMA charges a flat annual fee of \$10,000 for the services listed above, but also has other telecommunications consulting services available, if desired, for additional fees. This annual fee may be offset by additional annual revenue streams that may be identified through performance of franchise fee and other audits we may ask the firm to conduct for us. Such audits are an example of additional services referenced above the city may request of the firm.

**Budget Impact**

Funds are available in the General Fund to cover the \$10,000 annual fee for FY 2023, as well as some of the optional services available.

AGREEMENT BETWEEN  
THE CITY OF PEACHTREE CITY  
AND  
THE GEORGIA MUNICIPAL ASSOCIATION, INC.  
FOR TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT

WHEREAS, the City of Peachtree City ("City") desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City;

WHEREAS, the Georgia Municipal Association, Inc. ("GMA") has available a telecommunications and right of way management program; and,

WHEREAS, the City has a need for such telecommunications and right of way management program.  
THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

**Section 1. Services Provided to the City of Peachtree City**

GMA agrees to provide, either directly or through its agents or subcontractors, the following consulting services, (all of which are explained more fully below) which are to be known as GMA's Telecommunications and Right of Way Management Program:

- a) Local Franchise Management, as more fully described in Section 2 of this agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of this agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of this agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of this agreement.

**Section 2. Local Franchise Management**

Local Franchise Management shall include assisting the City with the following:

- a) Facilitating the City's compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC affecting municipal regulation of cable and video service providers;
- b) Regulating cable rates for basic service, equipment and installation, and performing rate analysis to determine compliance with the Federal Communications Commission ("FCC") rate regulations, if the City is a rate regulator;
- c) Evaluating and responding to requests for approval of franchise grant, transfer, modification or renewal;

- d) Recommending and developing customer service standards for cable and video service providers; and
- e) Assisting with Public Educational and Government Channel (PEG) development and implementation issues.

### **Section 3. State Issued Franchise Management**

State Issued Franchise Management shall include assisting the City as needed with the following based on O.C. G. A. 36-76-1 *et seq.*:

- a) Reviewing requests for state issued franchises submitted to the Secretary of State's Office to provide service within the city's corporate limits, including facilitating the Secretary of State's procedural processes related to the franchise fee percentage for a holder of a state issued franchise;
- b) Assisting with Public Educational and Government Channel (PEG) development and implementation issues;
- c) Reviewing requests for transfers of state issued franchises submitted to the Secretary of State's Office for service provided within the city's corporate limits; and
- d) Assisting with customer complaints rules as established by the Governor's Office of Consumer Affairs.

### **Section 4. Cellular and PCS Tower Site Consultation Services**

Cellular and PCS and Tower Site Consultation Services shall include:

- a) Negotiating agreement between the City and any cellular or PCS provider for use of the city's property by the provider;
- b) Advising Cities on the provisions of tower site agreements for the use of public land;
- c) Informing Cities concerning federal policies related to siting of wireless technologies; and
- d) Referring Cities to engineering or other professional resources on an as needed basis.

### **Section 5. State and Local Franchise Compliance Monitoring Services**

Franchise compliance monitoring services shall include systematically reviewing the cable operator's or video provider's compliance with the terms of certain aspects of a local or state issued franchise agreement to encompass the following:

- a) Upon receipt of revenue report forms from the city, monitor compliance with the definition of "gross revenue" and assist with recovery of any identified underpayments;
- b) Periodically perform a review of the franchisee's books and records to determine compliance with the definition of gross revenue and assisting with recovery of any identified underpayment;
- c) Advising government concerning conducting the local performance review of an operator's performance in compliance with provisions of a local franchise agreement;

- d) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable;
- e) Documenting operator's carriage of appropriate insurance coverage;
- f) Checking and documenting the status of system construction timeframes, if applicable;
- g) Handling and resolving subscriber complaints as referred;
- h) Monitoring operator's adherence to federal, state or local customer service standards;
- i) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance;

#### **Section 6. Rights of Way Ordinance Development**

- a) Review existing Rights of Way Ordinance to determine City's current rights of way practices;
- b) Review existing permit process and other ordinances that impact use and restoration of the rights of way;
- c) Evaluate current Rights of Way practices and recommend changes; and
- d) Provide updated Rights of Way Ordinance based on the unique needs of the City

#### **Section 7. Other Services**

In addition to the services outlined above, the City may obtain technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services; provided, however, the additional fee for each such additional service shall not exceed \$10,000.

#### **Section 8. Effective Date, Renewal and Termination.**

- a) This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of \_\_\_\_\_, 20\_\_\_\_. It is automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 30 days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services rendered to the City, including compensation due for additional services reasonably substantiated by GMA as of the effective date of termination.

- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be \$10,000.00, **and will be prorated based on the first day of the month in which the agreement is executed.** The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 7 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.

### **Section 9. Hold Harmless**

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. To the extent permitted by law, the City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. No agency relationship created for other purposes including but not limited to workers compensation and employee benefits and neither party or their officers, agents or employees shall be deemed employees of the other party.

### **Section 10. Agency**

In addition, by executing the attached Agent Representation Form the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, the applicable provisions of the Local Government Antitrust Act of 1984 and O.C. G. A. 36-76-1 *et seq* known as the Georgia Consumer's Choice for Television Act of 2008.

### **Section 11. Amendments.**

This contract may be amended by future written agreements executed on behalf of the City and GMA.

### **Section 12. Georgia Security and Immigration Compliance Act**

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

### **Section 13. Law Applicable.**

This agreement shall be construed under the laws of the State of Georgia.

**Section 14. Consulting Services**

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy.

EXECUTED ON BEHALF OF THE CITY OF PEACHTREE CITY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

**CITY OF PEACHTREE CITY:**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Signatory, Title

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: \_\_\_\_\_  
Larry H. Hanson, Executive Director



A RESOLUTION OF THE CITY OF PEACHTREE CITY THROUGH THE COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE A TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT PROGRAM AGREEMENT

WHEREAS, the City of Peachtree City desires to regulate the provision of cable television and other telecommunications management services so as to assure that the citizens of said City receive quality service;

WHEREAS, the Georgia Municipal Association has available a telecommunications and right of way management program to assist the City in such regulation;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Peachtree City is hereby authorized to execute a telecommunications and right of way management program agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and Council of the City of Peachtree City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

By: \_\_\_\_\_  
City Clerk

Mayor: \_\_\_\_\_  
City of Peachtree City

(SEAL)

## **Georgia Municipal Association Telecommunications and Right of Way Management Program**

### **AGENT REPRESENTATION FORM**

The undersigned is a participant in the Georgia Municipal Association's (GMA) Telecommunications and Right of Way Management (TRM) program. GMA's TRM program provides assistance with all aspects of federal and state cable and video franchising, including but not limited to franchise renewals and modifications, state franchise application process, franchise fee reviews and customer service issues. As a participant in GMA's TRM program, authorization is hereby granted to allow GMA's staff and/or subcontractors to act on the Participants behalf as listed above.

This AGENT REPRESENTATION FORM is effective upon date signed and until further notice.

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Name of City, Town or County

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Street Address

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City

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Zip Code

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Phone #

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Fax #

---

Email Address

---

Submitted By – Print Name

---

Title

---

Signature

---

Date

**EXHIBIT A**

**GEORGIA MUNICIPAL ASSOCIATION  
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT**

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371  
Federal Work Authorization User Identification Number

November 26, 2007  
Date of Authorization

Telecommunications & Right of Way Management Service  
Name of Project

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

Executed on JULY, 20 20 22, in Atlanta (city), Georgia (state).

Larry H. Hanson  
BY: GMA Authorized Officer or Agent

7-20-22  
Date

Larry H. Hanson, CEO and Executive Director  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

20 DAY OF July, 20 22

Kenyetta D. Williams  
Notary Public

My Commission Expires:

**Kenyetta D Williams**  
**NOTARY PUBLIC**  
**SEAL**  
**WINNETT COUNTY, GEORGIA**  
My Commission Expires  
**June 28, 2023**

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**VIA:** Justin Strickland, Interim City Manager 

**FROM:** Yasmin Julio, City Clerk/Administrative Coordinator 

**DATE:** September 30, 2022

**SUBJECT:** Ordinance- Adoption of Amendments to Alcohol Ordinance  
October 6, 2022, City Council Meeting

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### **Recommendation:**

Adopt the updated Chapter 6 Alcoholic Beverages ordinance.

### **Discussion:**

Georgia Senate Bill 236 was passed and approved in 2021. It now allows for mixed alcoholic beverages to be sold for off-premises consumption in approved containers by food service establishments that are allowed to sell distilled spirits for consumption on premises. This ordinance also provides an update to the brown bagging section of the code to allow restaurants who currently hold an alcohol license to establish a corkage fee and policy, so patrons may bring their own bottle of wine when dining in. After discussions following the first reading, the definition previously listed for outdoor dining has been removed from this proposed ordinance.

### **Discussion:**

There is no budgetary impact.

**AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, TO AND UPDATE PROVISIONS OF THE ALCOHOLIC BEVERAGES ORDINANCE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY, TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

**Section 1.** Chapter 6, Alcoholic Beverages, Article I, In General, Section 6-2., Definitions, is hereby further amended to read and to be codified as follows:

**ARTICLE I. IN GENERAL**

**Sec. 6-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

*Alcoholic beverage* means all alcoholic, distilled spirits, beer, malt beverage, wine, or fortified wine.

Approved containers means a tamper evident container that:

(1) Does not contain openings or straw holes;

(2) Is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with; and

(3) Has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.

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

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

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



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

*Close corporation* means a domestic corporation which does not have:

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

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

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

*Food service establishment means any establishment holding a valid food service permit from a respective county health department.*

*Fortified wine* means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes but is not limited to brandy.

*Growler* means glass, plastic or other type of container, not less than 12 ounces or more than 64 ounces, used to hold specialty malt beverages such as beer and hard cider, which are dispensed from a tap and sealed airtight before being sold to the customer for off-premise consumption.

*Growler retailer* means a person or entity that holds a current retail package (malt beverage) license from the city for the sale of malt beverages pursuant to subsection 6-36(a)(4) and a valid current alcohol license from the state and sells specialty malt beverages in growlers. A growler retailer does not include any retailer that sells distilled spirits or that holds a consumption license from the city.

*Hotel* means a building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 50 or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms, with adequate and sanitary kitchen and a seating capacity of at least 40, where meals are regularly served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a lounge or restaurant, or both, on their premises; and the holder of such franchise shall be included in the definition of hotel hereunder. If more than one franchise is granted, such franchise will be considered an additional licensee under this chapter.

*Individual* means a natural person not a corporation.

*Interest in license* means an individual's having an interest in a license if he:

- (1) Is the owner of the license.
- (2) Is a co-owner of the license.
- (3) Is a partner in any partnership that owns an interest in a license.

- (4) Is a stockholder in any corporation which owns an interest in a license.
- (5) Shares in any income or corpus of any trust fund having any interest in a license to sell at retail.

*License representative* means, if a license representative is required, a resident of the state and a manager of the business who is on the premises on a regular basis.

*Licensee* for all businesses means that:

- (1) The licensee shall be at least 21 years of age.
- (2) If the business is to be operated by an individual, the licensee shall be that individual.
- (3) If the business is to be operated by a partnership, the licensee shall be an individual who is a partner; or, if all partners are nonindividuals, then the licensee shall be an individual who is an officer of any corporation which is a partner, or an individual who is an officer, manager or agent of any unincorporated entity which is a partner.
- (4) If the business is to be operated by a close corporation, corporation or similar business entity, the licensee shall be either an officer of the corporation or the registered agent of the corporation.
- (5) If the licensee is a resident of the state and a manager of the business who is on the premises on a regular basis, the licensee may also be the license representative of the business. If not, a license representative shall be named in accordance with this chapter.

*Malt beverage* means any alcoholic beverage obtained by the fermentation or any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume, and including, but not limited to, ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.

*Manufacturer* means any maker, producer, or bottler of an alcoholic beverage and:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits;
- (2) In the case of malt beverages, any brewery; and
- (3) In the case of wine, any vintner.

*Minor* means any person under the age of 21 years.

*Mixed drink means a beverage prepared by combining distilled spirits with nonalcoholic liquid or liquids and that;*

*(1) Is prepared on the day of the sale by an employee of the licensee;*

*(2) Contains no more than 3 ounces of distilled spirits; and*

*(3) Is sealed in an approved container.*

*Package* means a bottle, can, keg, barrel or other original consumer container.

*Permitted location* means a building, premises or location for which a permit is required pursuant to this chapter and shall include a premises and a licensed premises as defined herein.

*Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit.



*Premises* means a definite enclosed area or other outside area with controlled ingress and egress wherein spirituous liquors, alcoholic beverages, malt beverages or wine shall be manufactured; sold and consumed; and/or sold by the package to be consumed elsewhere.

*Private residence* means an occupied house, dwelling or structure in a residential zoning district wherein families reside.

*Retail consumption dealer* means any person who sells alcoholic beverages for consumption on the premises or for curbside pick-up at retail.

*Retail grocery store* means a store which carries groceries as at least 51 percent of its inventory. For purposes of this section, the term "groceries" does not include alcoholic beverages, gasoline, diesel fuel, motor oil, grease or other petroleum products used for the maintenance or operation of motor vehicles.

*Retail package dealer* means any person who sells alcoholic beverages in unbroken packages for consumption off the premises at retail.

*Special event or private function* means any organized activity having as its purpose entertainment, recreation and/or education, such as a festival, party, reception, celebration or assembly which occurs or takes place on private or public property.

*Twenty-one years of age and up special event* means a special event for which the primary intended purpose is consumption or tasting of alcoholic beverages if more than 50 percent of the expected gross revenue will be derived from the sale of alcoholic beverages, to include the sale of tickets that allow access to, or redemption of, alcoholic beverages.

*Wholesaler or wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

*Wine* means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, grapes, or other natural products by natural fermentation. Wine includes but is not limited to all sparkling wines, champagnes, combinations of such beverages, vermouths, sake, natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage.

**Section 2.** Chapter 6, Articles III, Operating Regulations and Responsibilities, Sections 6-122 and 6-130, are hereby further amended to read and to be codified as follows:

### **ARTICLE III. OPERATING REGULATIONS AND RESPONSIBILITIES**

#### **Sec. 6-122. Sale outside licensed premises or removal of alcoholic beverages dispensed on premises.**

- (a) Except as provided herein, it shall be unlawful for any sale of alcoholic beverages to be made outside of the premises licensed for such sale. ~~or for alcoholic beverages dispensed on the premises of a retail consumption dealer, in any type or size container, to be removed from the premises prior to consumption.~~ All alcoholic beverages consumed on the premises of a retail consumption dealer shall be dispensed by that dealer.
- (b) ~~Except as provided herein, any food service establishment which is licensed to sell distilled spirits for consumption on the premises may sell mixed drinks for off-premises consumption in approved containers, provided that such mixed drinks are:~~
  - ~~(1) Sold to an individual 21 years of age or older who shall be limited to two mixed drinks per entrée ordered;~~
  - ~~(2) Accompanied by a food order and a sales receipt within a time stamp that indicates the date and time of such purchases;~~
  - ~~(3) Sold for the personal use and not for resale and picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment; provided, however, that such individual customer shall not include a delivery service or third-party agent; and~~
  - ~~(4) Furnished with the accompanying food order the customer on the premises or by way of curbside-pick-up.~~
- (c) For golf club facilities, "licensed premises" includes not only the room wherein alcoholic beverages are sold or served, but shall also include the entire building where the room is located and the entire boundary of the golf course except parking lots, alleyways, public streets, public multi-use paths including paths shared with the public, and lakes. Patrons may consume the same on the licensed premises as defined above, and the following provisions shall apply:
  - (1) Golf clubs shall clearly mark areas where the course intersects public streets and public multi-use paths with signs reading "Public Way—Open Containers of Alcohol Prohibited".
  - (2) Golf club staff may not sell alcohol within the prohibited distances outlined in section 6-39.
- (ed) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to subsection 54-7(1).

(Ord. No. 923, § 3, 12-6-2007; Ord. No. 1077, § 3, 5-1-2014)

Editor's note(s)—Ord. No. 923, § 3, adopted December 6, 2007, amended § 6-122Editor's note(s)— in its entirety to read as herein set out. Formerly, § 6-122Editor's note(s)— pertained to removal of alcoholic beverages dispensed on premises, and derived from the Code of 1980, § 3-43.

**Sec. 6-130. Brown bagging, brown bag establishments prohibited; exceptions.**

(a) Except as provided herein, "brown bagging" and "brown bag establishments" as defined in this chapter shall be prohibited within the city.

(b) Exceptions. The foregoing prohibition in subsection (a) of this section is subject to the following specific exceptions:

(1)——Furnishing of wine by a patron of a restaurant. Any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to bring into the restaurant one unopened bottle of wine for consumption on the premises. In order for this provision to apply, the restaurant must establish a policy for permitting same and must charge a minimum corkage fee of \$10.00 per bottle. Nothing in this section shall be deemed to require a restaurant to allow brown bagging. Any wine not consumed at a restaurant shall be disposed of at the premises and not carried out in an open container except for the removal of partially consumed bottles of wine as permitted by O.C.G.A. § 3-6-4.

(c) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to subsection 54-7(1).

(Ord. No. 923, § 3, 12-6-2007)

**Section 3.** Chapter 6, Articles IV, Taxation of Beverages by the Drink, Section 6-162. Taxes Levied, is hereby further amended to read and to be codified as follows:

**ARTICLE IV. TAXATION OF BEVERAGES BY THE DRINK<sup>1</sup>**

**Sec. 6-162. Tax levied.**

There is imposed and there shall be paid a tax of three percent of the purchase price of every sale of an alcoholic beverage (but not including malt beverages, fermented wines or fortified wines) purchased by the drink in the city. Sales of mixed drinks for off-premises consumption shall be taxed in accordance with O.C.G.A. § 3-4-130 through O.C.G.A. § 3-4-133.

**Section 4.** All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

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**Section 5.** Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

**Section 6.** This ordinance shall be in full force and effect upon its official adoption by the City Council.

**Done, Ratified, and Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

(Signatures on following page)

\_\_\_\_\_  
Kim Learnard, Mayor

\_\_\_\_\_  
Mike King, Mayor Pro Tem

\_\_\_\_\_  
Phillip E. Prebor, Councilmember

\_\_\_\_\_  
Frank Destadio, Councilmember

ATTEST:

\_\_\_\_\_  
Yasmin Julio, City Clerk

(SEAL)



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** Justin Strickland, Interim City Manager *JS*  
Paul Salvatore, Financial Services Director *PS*  
Kelly Bush, Assistant Financial Services Director *KB*  
Angela Egan, Purchasing Manager *(are)*

**FROM:** Quinn Bledsoe, Recreation and Special Events Director *QB*  
David A. Borkowski, P.E., City Engineer *David A. Borkowski*

**DATE:** September 27, 2022

**SUBJECT:** Riley – Park Enhancements  
*October 6, 2022, City Council Meeting*

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### Recommendation:

That the bid for the resurfacing of the Riley Field Track be awarded to Deluxe Athletics in the amount of \$693,802.98.

### Discussion:

The running track at this location is well over 10 years old and is need of repair. The existing rubber surface is coming off and the asphalt base is significantly cracked.

Staff bid out the resurfacing of the track for the required duration required by HB 1079 and held a mandatory pre-bid meeting onsite. Two vendors came to the mandatory pre-bid meeting and staff received one bid from Deluxe Athletics.

Staff has reviewed the bid and checked the vendors references and found them to be satisfactory. Therefore, Staff is recommending that the contract be awarded to Deluxe Athletics.

Staff is recommending moving forward with just one bid because according to the pre-bid attendees, contractors have more than enough work now and are not willing to travel to visit a job they may not win.

### Budget Impact:

Funds are available in the CIP Fund through Park Enhancements and Contingency.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**MEMO TO:** Mayor and City Council

**FROM:** Justin Strickland, Interim City Manager 

**DATE:** September 30, 2022

**SUBJECT:** **Amend Registration/Decal/Transfer Requirements Ordinance**  
October 6, 2022, *City Council Meeting First Reading*

---

**Recommendation:**

Amend Registration/decal/transfer requirements Ordinance as proposed.

**Discussion:**

At the request of Council, staff has reviewed the possibility of requiring a third registration number decal placed on the rear of golf carts for the purpose of better visibility of cart registration numbers. Logistically, every cart is different and citizens will have to place the decal on a different location on their individual carts to adhere to the proposed ordinance. Staff has crafted the amendment in such a way as to require that the decal be visible from the rear of the cart without requiring a specified location. If this ordinance is approved, staff will begin prepping for an effective date of enforcement beginning May 1, 2023. The City plans to mail out a third decal to all active registrants in the Spring of 2023 and will also plan to provide educational materials and communications to make the public aware of the new requirements. This proposed ordinance amendment does not affect the two side decals requirement that is currently in place. Carts currently registered will keep their same registration number.

**Budget Impact:**

Staff will utilize the existing vendor to print a new rear decal for every active registration and mail the new numbered decal. The estimated cost will be approximately \$10,000 for printing and postage. No additional fees will be charged to residents or non-residents for registration.

**Attachments**

Proposed Amendment to Registration/decal/transfer requirements Ordinance



Ordinance Number \_\_\_\_\_

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF PEACHTREE CITY, GEORGIA,  
MOTORIZED CARTS, OF THE PEACHTREE CITY TRAFFIC ORDINANCE, AS AMENDED, TO  
PROVIDE FOR AN UPDATE TO NUMERICAL DECALS, TO REPEAL CONFLICTING  
ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR  
OTHER PURPOSES**

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

**Section 1.** Article III, Motorized Carts, Section 78-92 (a) of the Traffic Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended and is to be codified as follows:

**Sec. 78-92. Registration/decal/transfer requirements.**

- (a) *Motorized carts.* It shall be the duty of every owner of an electric or gasoline-powered motorized cart that is operated over the recreation paths and streets and those areas accessible by the public within the corporate limits of the city to register the cart with the city within ten business days of the date of purchase. ~~Two-Three~~ numerical decals shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner, shall be maintained by the finance division. ~~The-Two~~ decals must be affixed to the sides. Effective May 1, 2023, an additional decal must be ~~and one~~ affixed to rear of the cart. All decals must be affixed in such a manner as to be fully visible at all times. The failure to have a current registration and decal on a motorized cart shall be a violation of this section and subject the owner of such cart to the penalties set forth in section 1-11.
- (1) *Registration fee.* The registration fee shall be \$15.00 per year for each cart. Registered carts shall display the required numbered decal issued by the finance division.
- (2) *Nonresident user fee.* In addition to the registration fee, an annual path system user fee shall be established by the mayor and city council and be charged for each cart registered by nonresidents of the city. The nonresident fee is due by January 31 each year and shall be paid annually until such time as the cart is released and decals are returned to the city.
- (3) *Assessment and proration of fees.*
- a. Resident registration fees shall be assessed as follows:
    1. Registration year: \$45.00 (for the subsequent three-calendar year period);
    2. Year 1 - \$45.00 (\$30.00 on or after July 1);
    3. Year 2 - \$30.00 (\$15.00 on or after July 1);
    4. Year 3/new registration year - \$15.00 (\$45.00 for subsequent three-year period after registration renewals commence).
  - b. Nonresident fees shall be assessed annually and shall be due by January 31 of the calendar year covered. The nonresident fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership as follows:

1. Registration on or after April 1 - 75 percent;
2. Registration on or after July 1 - 50 percent;
3. Registration on or after October 1 - 25 percent.

Failure to pay the annual registration and nonresident user fee by January 31 will result in a \$20.00 penalty and the cart shall be considered an unregistered cart after January 31 until such time as the annual fees and penalties are paid.

- c. Golf cart rental companies located within the city limits may register rental fleet carts annually.
  - d. Assessed registration and nonresident user fees shall remain with the cart and attached decals. Recovery of these fees upon the sale of a cart shall be part of the negotiated price between seller and buyer.
- (4) *Registration and payment deadline.* If a cart is not registered within ten business days of purchase, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten-business-day period. If the registration is not renewed within the designated renewal period of a registration year, a \$20.00 penalty will be applied in addition to the registration fee.
- (5) *Transfers.* Upon occurrence of a sale of the cart to another person who shall operate the cart over the recreation paths and streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of \$15.00. If the new owner is not a city resident, the nonresident fees for the balance of the year shall be prorated as described in paragraph (3) above. If the registration is not transferred within ten business days, a \$20.00 penalty will be applied in addition to the \$15.00 transfer charge; and the cart shall be considered an unregistered cart after the ten-business-day period. Dealers acquiring a registered cart exclusively for resale (non-rental) shall not be required to pay the transfer charge, but shall notify the city of the transfer within ten business days of receiving the cart, and of the ultimate disposition of the cart within ten business days of sale.
- (6) *Special tourism events.* Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.
- Registration requirements will be waived for a five-day period beginning July 2 and ending July 6 for the annual 4th of July activities.
- (7) *Homeowner relocation.* In the event that a registered motorized cart owner changes his/her address or contact information after the motorized cart is registered, that owner shall have 60 days to provide their new contact information to the finance division. If the ownership information is not updated within 60 days of relocation, a \$20.00 penalty will be applied and the cart shall be considered an unregistered cart after the 60-day period.

City residents relocating outside the corporate city limits shall be responsible for the annual nonresident user fee for all registered carts. The fee shall be prorated for the first year of payment as described in paragraph (3) above.

**Section 2.** All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

**Section 3.** Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as

a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

**Section 4.** This ordinance shall be in full force and effect on \_\_\_\_\_, all golf carts registered prior to the effective date, are required to come into compliance.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kim Learnard Mayor

\_\_\_\_\_  
Phillip E. Prebor, Councilman

\_\_\_\_\_  
Mike King, Councilman

\_\_\_\_\_  
Frank Destadio, Councilman

Attest: \_\_\_\_\_  
Yasmin Julio, City Clerk

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**MEMO TO:** Mayor and City Council

**FROM:** Justin Strickland, Interim City Manager   
Janet Moon, Chief of Police 

**DATE:** September 30, 2022

**SUBJECT:** **Tethering Ordinance**  
October 6, 2022, *City Council Meeting First Reading*

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**Recommendation:**

Adopt the proposed Tethering Ordinance.

**Discussion:**

At the request of Council, staff (Chief of Police, Senior Code Enforcement, and the Interim City Manager) met with the Fayette County Animal Control Director, Jerry Collins, to discuss a potential tethering ordinance for the City of Peachtree City. Mr. Collins confirmed that the County's Animal Control would enforce any ordinances we have in place regarding tethering. Mr. Collins also helped our Code Enforcement department draft the proposed ordinance based on other ordinances within our area that he is aware of. This proposed ordinance has been reviewed by the Chief of Police, the City Attorney, and the City Manager. Staff concluded that this proposed ordinance captures regulations that City Council has requested regarding tethering, that is enforceable while allowing reasonable exemptions.

**Budget Impact:**

No impact on budgeted expenses. There is potential fine revenue from ordinance violation enforcement.

**Attachments**

Proposed Tethering Ordinance

Ordinance Number \_\_\_\_\_

**AN ORDINANCE TO AMEND THE PEACHTREE CITY ORDINANCE  
TO AMEND THE DEFINITIONS AND ENACT PROVISIONS  
PERTAINING TETHERING OF A DOMESTIC ANIMAL**

NOW THEREFORE, 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:

**Section 1.** The Peachtree City Code of Ordinances Chapter 14, Animals and Fowl, Article II., Domestic Animal Control, Section 14-31. Definitions, as amended, is hereby further amended as follows:

**CHAPTER 14. – ANIMALS AND FOWL**

**ARTICLE II. - DOMESTIC ANIMAL CONTROL**

**Sec. 14-31. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned animal* means any domesticated animal that has been placed upon public property or within a public building or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, when it has been unattended and without proper food and water for a period in excess of 36 hours, regardless of where the animal may be found or kept.

*Animal at large* means any animal not under restraint and off the property of its owner.

*Animal control agency or animal control* shall mean any agency or person, including an animal control officer, authorized by law to implement animal control laws and provide animal care on behalf of the city.

*Animal shelter* means the facility designated by the board of commissioners of the county for the detention of animals.

*Animal shelter officer* means any person so designated by the animal shelter director to perform the duties prescribed by this article.

*Animal under restraint* means any animal secured by a leash or lead; or enclosed by way of fence or other enclosure; or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal; or an animal confined within a vehicle, parked or in motion.

*Animal welfare organization* shall mean any organization or corporation whose purpose includes promotion of animal welfare and that has been granted 501(c)(3) nonprofit status by the Internal Revenue Service.

*Community cat* shall mean any feral or free roaming cat that has been sterilized, vaccinated for rabies, and distinguished from other cats by being ear-tipped.

*Companion animal* means a domesticated animal kept for pleasure rather than utility. Pets include but are not limited to birds, cats, dogs, hamsters, horses, mice, reptiles, domesticated wild animals, exotic animals and other animals associated with man's environment.

*County* shall mean Fayette County, Georgia.

*Director* means the animal shelter director.

*Domesticated animals* means animals that are accustomed to living in or about the habitation of humans, including but not limited to cats, cows, dogs, fowl, horses, swine, domesticated wild animals and/or exotic animals. This definition only applies to those animals mentioned and is only applicable to this article and in no way affects the meaning or application of a definition of the described animal, as may be found in any other city ordinance.

*Ear tip* shall mean a mark identifying a feral or free roaming cat as having been sterilized, specifically the removal of a quarter-inch off the tip of the cat's left ear in a straight line cut while the cat is anaesthetized by a veterinarian.

*Feral cat* shall mean a cat this is not socialized to humans, having been born in the wild or not socialized, and is not an owned cat, and that typically avoids human contact.

*Free-roaming cat* shall mean a cat that is not owned and is not cared for by a sole person that may or may not avoid human contact.

*Guard dog* means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which he is located.

*Owned cat* shall mean a cat that is a companion to a person, is regularly fed and sheltered in the same person's habitation, and displays signs of ownership, including a collar or tag or microchip.

*Owner* means any person who owns, keeps, harbors or acts as custodian of a domesticated animal.

*Permit* shall mean a certificate issued to a person or organization authorized to conduct TNVR activities.

*Public nuisance* means any animal which:

- (1) Is found at large in violation of section 14-32;
- (2) Is vicious; and for the purpose of this section an animal shall be considered vicious if it attacks without provocation any human being or other domesticated animals;
- (3) Produces, because of quantity, manner or method in which the animals are domesticated or maintained, unsanitary conditions in the city;
- (4) Attacks passersby or passing vehicles; and
- (5) Is inimical to the public health, welfare or safety according to the rules and regulations promulgated by the county health department, whose rules and regulations are incorporated in and made a part of this article as if fully set out.



Any person that knowingly keeps, owns, harbors or acts as custodian of an animal constituting a nuisance shall be guilty of an unlawful act and shall be punishable as provided in this article.

*Sterilize* shall mean to spay or neuter.

*Tethering* means using a rope, strap, chain, or cord to fasten, tie, or restrain an animal to a fixed or stationary single point in order to keep the animal within a certain area for a continuous time period.

*Trap, neuter, vaccinate, and return* or *TNVR* shall mean a program pursuant to which feral and free-roaming cats are trapped, sterilized, vaccinated against rabies, ear-tipped and returned to the location from where they were captured.

*Trapper* shall mean a person or organization that has been authorized by policy to conduct the humane trapping of program cats.

*Vicious animal* means any animal which constitutes a physical threat to human beings or other domesticated animals by virtue of one or more attacks of such severity as to cause property damage or physical injury. An animal shall also be considered vicious and not under restraint if it makes an unprovoked attack on other domesticated animals that are under restraint or on human beings or on physical property of another.

**Section 2.** The Peachtree City Code of Ordinances, Chapter 14, Article II, Section 14-33 Duty to keep animal under restraint – While on property, be amended as follows:

**Sec. 14-33. - Duty to keep animal under restraint—While on property.**

(a) It shall be the duty of every owner of any animal to ensure that it is confined by way of a fence or other enclosure or is restrained by chain or leash or, in some other physical manner, under the control of a competent person so that it cannot wander off the real property limits of the owner, it being the intent of this article that all animals be prevented from leaving, while unattended, the real property limits of their owners.

(b) *Tethering.*

(1) No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal to a single point, tree, fence, post, doghouse, or other stationary object except as set forth in subparagraph (b)(2) and (b)(3) below.

(2) Cable trolley system. No person shall tether, fasten, chain, tie or restrain an animal, or cause such restraining of an animal, except by cable trolley system that:

- a. Allows movement of the animal
- b. The cable along which the trolley tethering device can move must have swivels installed at each end and be attached to stationary objects that cannot be moved by the animal
- c. The length of the cable along which the trolley tethering device can move is at least ten feet long
- d. The cable along which the trolley tethering device can move is a minimum of four feet high and a maximum of seven feet high

- e. Tethers and cables attaching the animal to the running cable line trolley tethering device must be made of a substance which cannot be chewed by the animal, shall not weigh more than five percent of the of the body weight of the animal tethered and have swivels at both ends
- f. The tethering line attached to the animals collar or harness is of such length that the animal is able to move ten feet away from the cable perpendicularly but; maintain a sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or edge that could result in injury of strangulation of the animal, be of sufficient distance from any fence as to prohibit the animal access to the fence and to ensure the animal cannot move beyond the property limits of the owner
- g. The tethering line attached to the animal's collar or harness is of such length to allow access to food, water and shelter
- h. The tethering line may not be directly wrapped around the animal's neck, instead it must be attached with a swiveling clasp to a properly fitted harness or collar which allows at least two fingers between the collar and the animals throat. Choke collars and pinch collars are prohibited for the purposes of tethering and attaching an animal to a running cable line or trolley system
- i. The area must be sufficient in size so as to allow the animal the ability to defecate or urinate in an area separate from the area where it must eat, drink, or lie down
- j. Only one animal may be attached to the cable trolley system at a time
- k. Unsterilized females may not be attached to a cable trolley system unless immediately supervised by a responsible and competent person
- l. The cable trolley system may not be the primary form of restraint of the animal. The owner/keeper must be present on the property or premises where the cable trolley system is located when the animal is attached thereto.

(3) Exemptions.

- a. Animals that are in immediate attention of a responsible and competent person while still on their property and cannot come within 10 feet of any street, multi-use path or sidewalk.
- b. Animals that are under the physical control of a professional who, for compensation, trains, conditions, shows, grooms or provides medical attention.

(c) In addition, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way that they not only cannot get out to run loose, but also cannot be reached by other dogs or cats.

**Section 3.** All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

**Section 4.** Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

**Section 5.** This ordinance shall be in full force and effect upon its official adoption by the City Council.

Done, Ratified, and Passed this \_\_\_\_\_ day of \_\_\_\_\_.

---

Kim Learnard, Mayor

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Phillip E. Prebor, Post 1

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Mike King, Post 2

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Frank Destadio, Post 4

Attest: \_\_\_\_\_

Yasmin Julio, City Clerk

**CITY OF PEACHTREE CITY**  
**INTEROFFICE MEMORANDUM**

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**TO:** Mayor and City Council

**VIA:** Justin Strickland, Interim City Manager *JS*  
Paul Salvatore, Financial Services Director *PS*  
Angela Egan, Purchasing Manager *AE*

**FROM:** Quinn Bledsoe, Director, Recreation & Special Events *QB*

**DATE:** October 3, 2022

**SUBJECT:** Award for the operation of all aquatic facilities to United Pools Management of America and FY23 Budget Amendment  
*October 6, 2022 Council Meeting*

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**Recommendation**

Approve the contract with United Pools Management of America on a brand-name basis in the amount of \$295,203 for fiscal year 2023.

**Discussion**

Since 1998, the City has contracted with United Pools to operate the Peachtree City pools. During this time, United Pools has provided year-round water quality control, basic pool maintenance, swim instruction and lifeguard staffing services. The company has also maintained the fountain at City Hall. The company has worked with the city to keep costs as low as possible while providing quality services. The cost of pool chemicals was shifted from the City to United Pools in 2015. In 2019, the Glenloch Splash pad was added to the contract at no additional charge. This contract has a 9-month initial period cost of \$235,485. The increase is largely for the extended pool hours from 10am to 1pm for splash park usage and weekend coverage through Labor Day after the normal Glenloch pool closing the day after school starts each year. The agreement has four annual renewals beginning in FY24. This 9-month agreement will move the contract to coincide with the City's fiscal year and will simplify the financial aspect for the City Finance Department. There are no other known companies currently providing comprehensive year-round pool services in the area. The seasonal pools at the local country clubs are also managed by United Pools.

**Budget Impact**

The attached budget amendment will increase both revenues and expenditures in the General Fund by \$29,382 with funding coming from Fund Balance.

**CITY OF PEACHTREE CITY**

## BUDGET AMENDMENT

**NUMBER** 23-03

**DATE** 10/06/2022

[illegible]

**NOW , THEREFORE, BE IT RESOLVED** that this Council hereby amends the Fiscal Year 2023 Budget Resolution to budget for additional hours for Glenloch Pool.

**Entered**

**Approved**