City Council of Peachtree City
Agenda
September 5, 2002
7:00 p.m.

I. Pledge of Allegiance

II. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Present 10-year Service Pin to Wayman Luke
Recognize Bob Lancette of Peachtree City Wind Ensemble Community Band

III. Minutes
August 12, 2002 Budget Workshop Minutes

IV. Monthly Reports

V. Consent Agenda
1. Consider Amendment to CAR to Allow Electronic Signatures on Accounts Payable Checks
2. Consider Amendments to Finance Ordinance for GASB 34

VI. Old Agenda Items

08-02-05	Public Hearing – Adopt FY 2003 Budget
08-02-07	Consider Proposed Internal Road Connection from Maple Shade Subdivision (Crabapple Lane) to Adjoining Subdivision in Tyrone
02-02-10	Consider Changes to Golf Cart Ordinance

VII. New Agenda Items

09-02-01	Alcoholic Beverage License – NEW – Wal-Mart
09-02-02	Alcoholic Beverage License – Change in License Representative – Ruby Tuesday
09-02-03	Consider Lease for SCT Building
09-02-04	Presentation by Fayette County Chamber Member Jim Pace on TDK Boulevard
09-02-05	Discuss Position on TDK Boulevard
09-02-06	Discuss Position on Stallings Road Improvements
09-02-07	Discuss Ethics Matter Raised by Mayor Brown
09-02-08	Discuss Charter Change Relative to City Attorney and City Solicitor Position
09-02-09	Consider Amendment to Peddlers (Solicitors) Ordinance
09-02-10	Consider Changes to Adult Entertainment Ordinance
09-02-11	Update on LOST Renegotiation
09-02-12	Consider Petition to Discuss and Vote on Payment of Rapson Ethics Violation Legal Fees by the City

VIII. Council/Staff Topics

IX. Executive Session

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

City of Peachtree City
BUDGET WORKSHOP
Minutes of Meeting
August 12, 2002
6:00 p.m.

The City Council of Peachtree City met in a workshop session on Monday, August 12, 2002, 6:00 p.m., in the Floy Farr Room at the Peachtree City Library. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Staff members present were: Jim Basinger, Paul Salvatore, Betsy Tyler, Troy Besseche, Randy Gaddo, Stony Lohr, Colin Halterman, and Janet Camburn.

Basinger opened the workshop and told Council that a revised FY 2003 draft budget of over $27.4 million was being presented as a result of the July 15 budget workshop. Basinger said both he and Salvatore had expressed their concern at that workshop about the use of over $1.6 million from Cash Reserves to balance the proposed budget. However, as a result of an extensive review of all Public Improvement Program (PIP) expenditures, Council reduced the deficit to $182,000. Council had made some tough decisions related at the PIP during the earlier workshop that resulted in a major decrease in the deficit. After the workshop, staff continued to review expenditures and identified an additional reduction to recommend to Council during the workshop that would erase the remaining deficit, but increase Cash Reserves by $11,000. While still $172,000 short of the Cash Reserve target for 2003, Council could retain the millage rate at 4.315. Basinger continued staff still projected a 1.5 mill increase for FY 2004. Basinger said that staff and Council would go through the same arduous budget review process next year in an effort to reduce expenditures to a level that could possibly reduce the expected increase without an extensive use of reserve funds. Basinger added that even if the entire FY 2004 PIP was deleted, which could not be done because some of the projects were essential, the projected budget would still be $400,000 to $500,000 short. The projects removed from the PIP at the July 15 workshop were not programmed in a future year's PIP, but were placed on a future projects list and each one would be considered again next year during the budget process. Basinger concluded that the budget was balanced without use of reserve funds. Council discussed a possible millage increase this year on July 15. Basinger said he and Salvatore felt it would be prudent to continue the discussion. A delay in increasing the millage this year would require a larger increase next year in order to balance the budget without extensive use of reserve funds. Basinger noted that the major increases in employee health insurance were discussed at the last workshop and staff would like to continue the discussion on increasing employee participation in this benefit.

Salvatore gave a quick recap of the cuts made at the last workshop. He noted that the budget had been short of balancing by approximately $182,000 at the last workshop. Salvatore said he spoke to Chief Murray regarding the replacement of the 36 police vehicles. He continued that the Department really only needed 12-15 vehicles initially, which would delay the debt service on the balance of the fleet. Salvatore said the older vehicles would come off the line in the late fall and the remainder would arrive in the spring. The payments would be delayed until after September 30. Chief Murray agreed that the vehicles should be phased in and said they could not handle 36 new vehicles at one time. The leasing company agreed to work out a payment schedule that accrued interest, but would not receive payment until after October. Salvatore said that helped put $192,000 back into the budget, which resulted in a basically balanced budget. He continued that there was a seven percent (7%) projection in the budget and the figures for the tax digest right now showed the tax digest down 6.9% on growth. Tennant commented that a seven percent (7%) projection was historically conservative and Salvatore agreed and noted the digest growth in the other municipalities

Brown noted that the Police Department was now at full staffing and pointed out that those job vacancies had been used as a balancing act in the past. He asked how that impacted the budget. Salvatore said the City had always had a $400,000 staff savings, which showed as a carryover, and a good bit of that amount was due to the salary savings from the staff vacancies. Salvatore said it would impact the budget some this year, but he did not know if it would take the full $400,000. If the Police Department stayed at full employment, staff would have to look at the number again. Basinger added that the revenue projections were fairly conservative and the revenue projections had always been met, sometimes by more than a half million dollars. He hoped the difference would be made up by increased revenue.

Tennant asked about the proposed $35,000 cut for traffic calming devices. Salvatore said the money was for miscellaneous projects throughout the City. He said Besseche would know more about possible locations, but pointed out the big traffic-calming project in next year's budget was the roundabout at Peachtree Parkway and Walt Banks Road at $283,000. Brown noted that Golfview was a prototype for traffic calming and added there was a funding mechanism for future projects. The individual area would have to match City funding.

Salvatore recapped the changes in the General Fund, which led to a net increase to the operating budget of $7,727. Salvatore said the increase would have a negligible effect on the budget and included costs for FICA and Medicare.

Salvatore moved on to the current five-year model and noted there was no increase in the millage rate for FY 2003, but pointed out the City was looking at a 35% increase in the millage in FY 2004 that would leave the budget short of the reserve target. With no millage increase in 2003, the City would be short $172,000 of reserve target. The City was maintaining a $2.3 million reserve, which was a little bit short of two months' worth of expenses. The cost was about $1.25 million a month. There was $800,000 in reserves for self-insurance. Salvatore continued that a 35% millage increase in 2004 would leave the City short of its reserve target, but would still maintain about two months in the reserves. Salvatore said the $800,000 in reserve had been depleted to just under $300,000. He added that the money was needed from the start of the fiscal year until the tax money started coming in in December. All that was left was the $2.3 million and what was left of the $800,000. Tax money was budgeted to replenish the fund. Rapson said they were doing two things – replenishing the $800,000 and in addition resolving the claims problem on an ongoing basis. Rapson continued that based on the same experience level, there was an $800,000 reserve, but no one knew what would happen with health care costs skyrocketing. He continued that the contingency budgeted included the $2.3 million, which he isolated for general fund operating reserves; $800,000 for self-insurance, claims type of reserve; and another $300,000 in the PIP contingency account, which was a type of reserve. Rapson said the City had about $3.4 million unreserved cash, while the true reserved cash was $2.3 million. Salvatore agreed, but said that cash would not be there at the start of the fiscal year. Rapson continued that when the tax money came in that would be the first transfer made.

Salvatore continued that staff did as Council asked and put together a budget with the millage rate constant at 4.315 mills. He showed Council an alternate five-year model with the millage increase phased in over two years. Salvatore proposed a 15% increase this year and 12% in 2004. The alternate plan kept the millage rate at 5.575 mills in 2003 and 2004, which was a lower millage rate than the 5.815 mills proposed in the current model for 2004.

Tennant said he was unequivocally against a 35% millage increase in one year and felt taxpayers would hit the roof. He suggested a model with an eight percent (8%) increase each year rather than a double-digit increase one year and no increase the next year. Salvatore said he could do another model, but added that the Mayor said he did not think people would want a millage increase every year. Tennant explained that most people budgeted their money on a more constant basis, not with a spike and then nothing. Salvatore said bond-rating agencies like to see gradual step increases over a period of time because that showed good financial planning.

Brown said the City was dealing with out-of-control expenses with health care costs, worker's comp claims, and a pension in a bad economy. He continued that in the GIRMA meeting at GMA they were looking at a 40% bump in health care costs this year. Malpractice insurance and other costs were skyrocketing and the costs were passed on to the consumers. Salvatore agreed and said costs would double in five years. Tennant felt a 40% bump would be unlikely, but Brown said the increase this year was almost 40%. Brown said the City was in a situation where unless another carrier could be found at a substantially lower price with similar service, the City would be in a big pinch. He said he would rather try to level some of the costs out. Tennant asked how the other Council Members felt about a 35% tax increase and said he would not support that.

Salvatore said to get the budget balanced without a millage rate increase, staff had to raid next year's budget and this year's PIP to come up with $1.6-1.7 million. They hit one-time revenue sources and cut expenses to fund ongoing expenses in the budget. Looking ahead to next year, 1.5 mills translated to $2.1 or $2.2 million. The entire PIP was $1.8 million and that could not be entirely cut out. Even if that was done, they would still have to find another half million dollars to cut. Salvatore continued that none of the PIP projects that had been cut were put back in the budget. He said cutting the entire PIP and another half million dollars from the budget was unrealistic and would mean cutting employees, too. He pointed out that Peachtree City still had the least number of employees per thousand and that it would be tough to cut down the proposed increase next year.

Rapson said that by realigning the cash reserves policy Council had fixed a million dollar problem already. The problem was a cumulative impact that resulted from actions in regards to the pay plan and adding 12 employees. He continued that no one foresaw the impact of September 11 and the increasing cost of insurance premiums. The portfolio lost $265,000 just because of fair market value and additional participation costs. He said there were a lot of variables to address, including a deferred compensation plan. Until the bids came back and something could be done to the pension plan, not much could be done. Rapson said if Council was going to raise taxes this would be the year to do it because they had something to tie the increase to. He continued that the City was fortunate it had not had to eliminate contracts or employees yet.

Brown said Council would be naïve to think costs would remain stagnant. The costs would keep escalating. Rapson said the major costs that were driving the boat were pension costs, property insurance, worker's comp, and the purchase of the Wynnmeade property. Those costs were closer to 0.8 mills than 0.66 mills and were recurring costs that would not go away. Rapson said that unless Council made recurring decisions then those recurring costs would be there next year.

Basinger pointed out that because of advertising requirements Council had to make a decision that night on which way to go. They did not have time to wait for the insurance bids to come back. Brown said he did not think Council would go wrong by acting on the millage for next year. He said he was not too optimistic things would get rosier next year. He was willing to take action toward an increase now.

Weed said in his mind the question was what was the responsible thing to do. They were able to balance the 2003 budget and Council agreed there would have to be some action in 2004. He was not resolved that Council had to take action in 2003 and was prepared to do so in 2004. If the budget was balanced was it more responsible to do a small increase now and a small increase in 2004? Weed said he was looking for more information on that. He asked if Council could consider a lower millage rate in 2004 and then increase the millage again in 2005, rather than no increase.

Salvatore said he had not wanted to show a 1.5 millage increase in 2004. He did not think he had projected enough to cover insurance costs if they doubled. He said he factored in an increase of 1.5 mills and normal growth in the digest. He pointed out that when the millage rate public hearings were advertised the exact dollar amount had to be advertised.

McMenamin said she agreed with Weed and did not want to throw smoke and mirrors at the citizens. She said the citizens would ask where the vision was in planning the budget.

Salvatore said he was worried about the uncertainty of future rising costs. He wanted to address it now and felt he would be remiss if he did not point that out. McMenamin added that the LOST projections from Wal-Mart and Home Depot also were not factored into the revenues. Salvatore said the City took a big hit in industrial taxes with closings. He continued that the County and the cities were renegotiating LOST. Now the City received 35% or 36% and any changes could be to the City's disadvantage. A one percent (1%) loss equaled $175,000. Tennant remarked that he had asked a year ago about what the projected LOST for the City from Home Depot and Wal-Mart. He was told it would be $21,000 and he thought that seemed low. Basinger said the LOST formula had not changed since 1997. The County had seen an increase, but he said the City needed to be tough during the negotiations and keep the formula the same.

Rapson said an increase in the millage rate was a tough decision. He was optimistic and would rather act. He said he had no problem going to the citizens and pointing to TDK or the Westside Fire Station and giving the citizens a reason for an increase. Basinger noted that September 11 was the biggest factor affecting the budget.

Tennant pointed out that the word had hit the street that the budget had been balanced. He thought the best approach might be to leave the millage alone and increase taxes next year, but an increase of 30% or more would not be warmly embraced.

Brown said the budget process would not be nearly as easy next year. He would rather plan for increases in cost and address additional money in next year's budget. Rapson said the decision was simple. They could increase the millage by .65 mill and point to pension costs and the impact of September 11 or ride it out and address the issue next year. He said the problem was not going away. McMenamin said she was concerned about what would happen by stripping the budget so far down if something like September 11 happened again. Rapson said another concern was how insurance companies would react. The City would either pass it on to employees or take care of it. Basinger added another attack would bring spending to a grinding halt.

Tennant said he was surprised that LOST held the course. He felt people would be mentally braced when, or if, something happened again.

Weed commented he would rather spend the year warning people that an increase was on the horizon rather than increasing the millage this year since the budget was balanced. Tennant said that was the problem. Council had promised there would not be a tax increase and this was almost like going back on their word. The idea of "no tax increases" would have to go away. Weed said it was a fact there would be future tax increases. The question was whether it would start this year or next and what was the responsible thing to do. Brown said he hated to get into a two-tiered thing where they had to bump the millage rate and tear the PIP to pieces.

Carol Fritz commented that people would understand about pensions. If taxes were raised a little bit there would not be much of a problem with the public. She said she was not thrilled with an increase, but she understood the reason. However, if Council did not raise taxes this year and had a big increase next year, then people would scream and she would scream with them.

Salvatore commented that a 4% (four percent) gain in LOST revenue had been projected and he did not think that was an inflated number if the formula remained the same. Brown added that it was naïve to think the LOST revenue would remain constant if the economy continued to drop. He said the County was fortunate that the local economy was not hit by the current recession.

Tennant said one category that had not been discussed was the workforce. He continued the City ran a lean machine, but Council might have to look at what it could live with in the next couple of years. It was fair and reasonable to bring up the workforce publicly. McMenamin asked who would be cut. She pointed out that cutting lower paid employees would have little impact on the budget, but a great impact on services. Brown said he supported asking the employees for $25,000 for health care costs. He said he would hate to come back and ask the employees to contribute when the costs had tripled. Tennant said he admired the efficiency and productivity of the City employees, but felt it was prudent to look at possible cuts.

Salvatore said Council also needed to look at the impact on service if employees were cut. Basinger said Council would not cut Public Safety employees, but would have to determine the level of service that would be acceptable, which left Recreation, Public Works, and Administration. Brown pointed out that money was taken from the budget for cart path repairs and some of the path was in devastating condition. He questioned giving a 30% bump in taxes and asking for a referendum to save the cart path system.

Rapson said he was an optimist. He said his philosophy was that people would understand a tax increase if Council could point to a reason why an increase was necessary. He recommended increases the millage rate 10% in 2003 and finding another 15% cut in the budget. He also suggested tiering the increase into 2005. Rapson said he was opposed to going after the employees and having them pay more for insurance. He noted how that would affect lower paid employees. Rapson realized there was a lot of uncertainty about health care costs, but added they were just now having to make tough decisions. Rapson said Option B was to ride out this year and not have amnesia when it was budget time next year. He continued that he would rather do the right thing and have a two-tiered process and hopefully things would get better. Rapson pointed out that if the millage rate increased 10% because of a better retirement package for the Police and Fire Departments and insurance increases due to September 11, then Council could point to that as the reason for an increase. It was tangible.

Brown asked if anyone objected to a 10% increase. Tennant opposed a double-digit increase. He suggested an increase of 7.5% this time and 7.5% next year, then looking at the PIP. Tennant continued that he could not live with a double-digit increase. If service levels dropped, then Council would have to live with it. Rapson said they could not let the service level go down. McMenamin added that if the service levels dropped, then property values went down. People would sense trouble. Tennant said people would be fine with 85% to 90% of the service level.

Rapson said he was proposing stretching the necessary increase over three years. He added that as the City increased taxes by 10% this year, the County was rolling back 15%, so it would look like a 5% (five percent) savings. Tennant commented that as the City approached buildout the property values would go up. Brown expressed concern in the City's industrial area. He said the City was not in a position where it was able to get viable industry and they might see another year of decline. Brown said the City would be in a better position to raise taxes 10% now and ask for a referendum, than to wait another year and have a big bump in taxes and a referendum.

Rapson said he did not have a problem with 7.5% increase, but that Council would still have to make tough decisions. Rapson calculated the numbers and said a millage rate of 4.65 would give the City an additional $2.2 million over four years. He continued that when the City was $1.5 million in the hole it took a lot to make it out. Brown pointed out that was if everything stayed the same. Tennant said they could be optimistic and some industry could come in. Brown said the sites available were not the sites industry was looking for and predicted more industry would be lost by the year's end. Tennant added there might be some things in the pipeline that Council was not privy to.

Weed asked what would happen if the millage was increased 7.5%. Rapson said they would be $1 million short in 2004 and $1.5 million short in 2005, assuming they did nothing to the PIP and insurance and self-insurance costs stayed flat. Rapson continued that the only revenue Council could control was the ad valorem tax. Most cities were cutting programs and laying off people.

Salvatore went over the PIP figures and grant money that would be available. Basinger added that Council would not be able to cut $1.6 million out of the PIP next year. Salvatore said he was not trying to predict "gloom and doom," but he was worried about the LOST renegotiation.

Tennant asked which PIP projects could be brought to the voters. Basinger said the cart path system. Weed said he wanted to make sure a referendum was specific and very limited and used only for one or two things. Rapson pointed that if the voters said no to major work on the cart paths that did not mean the City would not pay to repair the system. Salvatore said it would take $7 million to $8 million to completely re-do the cart path system. Rapson added that now the City was only making repairs and maintaining the system. Tennant commented that in such a situation people would say it was fine if the service level dropped so there would be money to repair the system.

Brown pointed out that if the medians sprouted weeds and the grass was cut once a month then Council would hear about it. Halterman said grass was cut once every two weeks along the highways and once a week in other places. Weed asked if 7.5% was the minimal increase necessary to keep the budget in a conservative safety zone. Rapson and Brown both said it would take 10%. Rapson added that 2.5% would not make a whole lot of difference. Rapson continued that with 10% they would be able to live with pension and insurance costs. Outside costs that no one had control over were driving the millage increase. Salvatore said he would not want an increase below 10%. With the rollback from the County, it would be a wash. Brown pointed out the County was working on a Countywide transportation study and any road improvements would be paid for with a SPLOST. He said the SPLOST could hit next year. McMenamin asked if the road improvements could be paid for with a one-cent tax on gas.

Tennant reiterated that he could not support a 10% millage rate increase. Weed said Salvatore and Rapson were the experts and their best advice was to increase the millage by 10%. Weed said he would have to support that as much as it bothered him. Rapson agreed that a tax increase pained him, but if it had not been for September 11 the City would be "fat and happy." Rapson continued he thought the stock market and the economy would bounce back, but insurance costs would not.

Tennant commented that it all came down to compromise. Weed said Council had cut the budget and the cuts were not going back in the budget. He continued that he had not heard a good alternative to a tax increase and he was going to take the experts' best advice. Basinger said Council needed to give staff guidance so the tax increase could be properly advertised. Tennant pointed that out in the mind of the taxpayer a double-digit increase would make a difference. McMenamin said she would rather increase the millage 10% this year and explain why to the public, then take a hard look at next year's budget. She added that they might not need another 10% increase next year.

Weed asked if the increase would be 8.5% or 10%. Rapson pointed out that in the scheme of a $20 million budget $68,000 would not make much of a difference. He continued that going to the public with a unanimous vote was worth $68,000. Rapson, Brown, and McMenamin said they all supported a 10% increase. Weed said he could also support a 10% increase since the logic and motivation were sound.

Salvatore continued with the budget presentation and pointed out that the numbers would change with a 10% tax increase. He noted that they would be taking corrective action with the pension plan and evaluating the administrator. Staff was determining if a consultant's input would be helpful, such as the consultant used to help with insurance. Staff would also look at the hotel/motel taxes and alcoholic beverage tax to insure the City was getting was it was supposed to receive from those revenue sources.

Salvatore showed Council the information on employee participation in insurance costs. Rapson noted that maybe eight (8) people were driving the insurance claims. To be equitable, those people should pay more, but the City could not do that. He said he had no problem informing the employees that in the future they might have to share in insurance costs. Basinger pointed out that the only entity in the County with no employee participation was Tyrone. Rapson said they should show the employees what happened and what Council could have done. The insurance was a benefit and many of the lower paid employees stayed because of that benefit. Weed agreed that Council had been generous regarding health insurance costs and that it was something Council would have to look at in the future. Rapson and McMenamin were not in favor of doing anything with the insurance costs this year. McMenamin added that they needed to start preparing the employees.

Tennant said he would rather see a unanimous vote on the budget and that a 4-1 vote did not send a good message. Tennant said he could support a 9% (nine percent) increase. Rapson agreed. The other Council Members agreed.

The meeting adjourned at 8:15 p.m.

Betsy Tyler, Deputy City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2002 City Event Calendar

		September
		9/5 – City Council Meeting, 7 pm **9/10 – City Council Meeting – Golf View, 7 pm** **9/11 – Commemorative Event, 7 pm, Amphitheater** **9/19 – Special Called Meeting – Millage Rate, 7:30 am & 6:30 pm** 9/19 - City Council Meeting, 7 pm **9/26 – Special Called Meeting – Millage Rate, 6:00 pm** 9/30 – GMA Joint Fall Conf., Atlanta
October	**November**	**December**
10/17 – City Council Meeting, 7 pm 10/18 - Employee Picnic, 11:30am – 1:30	11/7 – City Council Meeting, 7 pm 11/21 – City Council Meeting, 7 pm 11/28 & 29 – Thanksgiving Holiday – City Offices Closed	12/5 – City Council Meeting, 7 pm 12/19 – City Council Meeting, 7 p.m 12/24 & 25 – Christmas Holiday – City Offices Closed at noon on 24th

2003 City Event Calendar

January	February	March
1/01 – New Years Holiday, City offices closed 1/02 – City Council Meeting, 7 pm 1/16 – City Council Meeting, 7 pm **1/20 – MLK Holiday, City offices closed**	2/6 – City Council Meeting, 7 pm 2/20 – City Council Meeting, 7 pm	3/6 – City Council Meeting, 7 pm 3/20 – City Council Meeting, 7 pm
April	**May**	**June**
4/03 – City Council Meeting, 7 pm 4/17 – City Council Meeting, 7 pm	5/01 – City Council Meeting, 7 pm 5/15 - City Council Meeting, 7 pm	6/5 – City Council Meeting, 7 pm 6/19 – City Council Meeting, 7 pm

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

Updated 8/29/02

BUILDING DEPARTMENT

2002 MONTHLY REPORT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2002 YEAR TO DATE	2001 YEAR TO DATE
DEVELOPMENT PERMITS:	38	15	19	14	17	14	31						148	162
BUILDING PERMITS:														
Single Family Residential	22	28	5	16	18	17	13						119	126
Multi-Family Residential														
Misc-Pool/fences/additions	34	75	56	103	77	59	64						468	405
Commercial/Industrial	7	13	11	6	8	8	5						58	87
TOTAL INSPECTIONS:	689	518	640	771	586	595	623						4,422	4,799
CERTIFICATE OF OCCUPANCY:														
Residential	12	18	23	10	14	30	10						117	86
Commercial	3	6	3	5	1	1	3						22	56
Multi-family Residential	24	56	12	34	24	0	0						150	187
CODE ENFORCEMENT:														
Sign Violations	94	49	36	137	67	147	133						663	903
Rehab	20	5	10	5	8	27	25						100	115
Notice of Violations	302	149	183	321	387	471	333						2,146	1,869
Citations	6	2	3	3	10	7	8						39	13
Stop Work Orders	12	6	2	6	1	8	3						38	43
Complaints from Citizens	39	17	25	35	34	6	32						188	111
Assessments	50	57	43	46	50	41	37						324	918
PERMIT FEES COLLECTED:	65,830	52,939	85,195	40,928	35,856	35,109	25,100						280,748	206,627
POPULATION:	33,843	33,998	34,071	34,163	34,242	34,305	34,326						34,326	32,720

Based on 2.09 of completed occupancy

Peachtree City Prisoners at Fayette County Jail
2002

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2002	Previous Year
*Average Misdemeanors	10.33	7.25	8.19	6.59	6.87	7.46	8.00						7.81	9.82
*Average Felonies	1.04	1.00	1.00	1.00	1.00	1.00	1.00						1.01	2.71
*Average Totals	11.37	8.25	9.19	7.59	7.87	8.46	9.00	0.00	0.00	0.00	0.00	0.00	8.82	12.53

*These totals do not include weekend incarcerations.

Fayette County Jail Fund

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD 2002	Previous Year
$5,752.64	$6,220.96	$5,920.47	$4,099.00	$5,932.28	$6,379.82	$5,683.03						$39,988.20	$74,839.29

Financial Services Monthly Report

STATUS OF FUNDS AS OF JULY 31, 2002

Fund	Cash Balance	Total Investment	Total Fund Balance	YTD Interest
General Fund	$1,015,900	$3,362,758	$4,378,658	$43,918
Library Sales Tax Fund	$0	$0	$0	$0
Public Improvement Fun	$55,751	$3,342,064	$3,397,815	$19,173
Self Insurance Fund	$247	$680,535	$680,782	$13,294
Debt Service Fund	$0	$920,012	$920,012	$5,141
Municipal Court Fund	$22,615	$0	$22,615	$0
Develop & Impact Fees	$449,548	$217,013	$666,560	$3,554
Neighborhood Parks/Rec	$25,297	$0	$25,297	$438
Governor's Greenspace P	$264,876	$0	$264,876	$160
Federal Seizures Police F	$4,111	$0	$4,111	$86
Police Tuition Account	$2,878	$0	$2,878	$7
Escrow Account	$245,627	$0	$245,627	$2,823
Grand Total	**$2,086,849**	**$8,522,382**	**$10,609,231**	**$88,595**

Purchasing Monthly Report

For Calendar Year	2002 TOTAL YTD	2001 TOTAL YTD	YR TODATE INC/(DEC)
Purchase Requistions Processed	1,444	722	722
City Store Requistions Processed	80	69	11
Sealed Bids Requested >$10,000	10	9	1
Requests for Proposals	3	5	-2
Requests for Proposals Awarded	1	1	1
Written Quotes Req $5,000-10,000	56	40	16
Verbal Quotes Requested $	264	88	176
Total # Purchase Orders Issued	1,444	745	699
Total # of Bids Awarded	7	18	-11
Contracts Required >$10,000	5	4	1
# of Fixed Assets Purchased >$500	19	36	-17
Total $ of Fixed Assets Purchased	$109,741	$395,998	-286257

Collateral Analysis as of July 31, 2002

Security Location	Bank	Total Held
Bank of New York	First Union	$4,091,673
Bank of New York	Peachtree National	$4,293,409
Federal Res Bk of Boston	South Trust	$6,558,953
		$14,944,034

General Fund Budget Comparison

Revenues - By Major Category

Description	2002 Budget	Actual YTD	Difference	%
General Property Taxes	$5,617,076	$5,553,748	($63,328)	98.87%
Franchise Taxes	$1,919,452	$1,604,915	($314,537)	83.61%
Local Option Sales Tax	$5,900,051	$5,017,950	($882,101)	85.05%
Other Sales & Use Taxe	$1,417,927	$1,119,741	($298,186)	78.97%
Business Taxes	$1,126,268	$1,489,276	$363,008	132.23%
Licenses & Permits	$494,254	$614,847	$120,593	124.40%
Grants	$0	$94,526	$94,526	0.00%
Charges for Services	$860,823	$758,215	($102,608)	88.08%
Fines & Forfeitures	$650,179	$597,054	($53,125)	91.83%
Investment Income	$172,689	$67,275	($105,414)	38.96%
Surplus Carryover	$358,534	$0	($358,534)	0.00%
Other Financing Sources	$0	$0	$0	0.00%
Total	**$18,517,253**	**$16,917,547**	**($1,599,706)**	**91%**

General Fund Budget Comparison

Expenditures by Division YTD

Division	2002 Budget	Actual YTD	Difference	%
Administrative	$1,065,008	$865,948	$199,060	81%
Developmental	$870,340	$665,714	$204,626	76%
Finance	$559,093	$396,144	$162,949	71%
Leisure Services	$3,283,059	$2,612,943	$670,116	80%
Public Safety	$6,037,024	$4,574,764	$1,462,260	76%
Public Works	$2,477,446	$1,940,630	$536,816	78%
Trfr to PCDA/PCAA	$596,035	$454,979	$141,056	76%
Council Contingency	$217,521	$30,547	$186,974	14%
Council Reserve	$300,000	$0	$300,000	0%
Transfer to PIP	$1,260,216	$1,494,112	($233,896)	119%
Transfer to Debt Svc	$261,974	$261,974	$0	100%
Transfer to Self Ins	$1,589,537	$1,744,199	($154,662)	110%
Total	**$18,517,253**	**$15,041,953**	**$3,475,300**	**81%**

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svgs/Short	Date
Public Works Asphalt Roller	$24,968	$24,968	$0	3/29/02
Public Works Street Striping	$7,576	$7,576	$0	7/11/02

PEACHTREE CITY FIRE/EMS DEPARTMENT
2002 MONTHLY REPORT

	Oct. 01	Nov. 01	Dec. 01	Jan. 02	Feb. 02	Mar. 02	Apr. 02	May. 02	Jun. 02	Jul. 02	Aug. 02	Sept. 02	Fiscal Yr. 2002 Y-T-D	Fiscal Yr. 2001 Y-T-D
Fire/Accident Calls														
Residential	2	2	6	3	2	2	1	2	6	2			28	36
Business/Industrial	0	0	1	0	0	0	1	1	2	2			7	9
Other	180	183	185	174	157	166	167	162	175	197			1746	1424
Total Engine Response	182	185	192	177	159	168	169	164	183	201			1780	1469
Dispatched Fire Calls	62	48	61	52	39	50	37	40	49	44			482	395
Response Time Fire	4:46	4:40	4:26	4:01	4:37	4:16	3:58	4:30	4:49	4:48			4:00	4:39
Rescue/EMS														
Trauma	49	62	67	47	59	49	57	88	79	88			645	625
Medical	76	102	113	84	105	74	87	61	86	97			885	814
Total # Patients	125	164	180	131	164	143	144	149	165	185			1550	1439
Patients Transported	77	65	88	79	79	63	77	69	83	89			769	753
Dispatched EMS Calls	121	137	130	127	124	118	139	127	131	160			1314	1259
Total Medic Response	141	146	180	148	164	143	144	149	165	185			1565	1612
Dispatched Fire/EMS Total	183	185	191	179	163	168	176	167	180	204			1796	1654
Response Time EMS	4:16	3:57	3:46	4:09	4:16	4:05	3:39	4:10	3:43	4:11			4:00	4:12
EMS BILLING														
Patients Billed	83	83	69	98	68	65	77	66	83	96			788	730
Revenue Generated	28,665	29,571	23,300	32,795	23,395	21,875	26,440	23,045	28,395	34,125			271,606	257,590
***Total Revenue Received**	17,911	17,137	18,400	19,823	18,780	18,600	17,604	13,746	13,888	17,064			172,953	150,780

***Revenue Received on All Outstanding Accounts**

HUMAN RESOURCES DEPARTMENT

2002 MONTHLY REPORT

REPORT PERIOD	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	2002 YTD TOTAL	2001 YTD TOTAL
1. Authorized Permanent Positions	224	224	224	224	224	224	224						224	223
2. Positions Open	5	7	7	6	5	4	5						----	----
3. Workers Comp. Claims Filed	0	1	1	2	6	5	2						17	20
4. City Veh./Equip. Accidents	1	0	2	0	1	1	1						6	6
5. Health Insurance Claims	$108,515	$ 93,252	$67,643	$ 128,615	$100,352	$ 57,461	$ 88,452						$644,290	$ 414,402
6. Law Suit Legal Fees	$ 12,853	$ 11,247	$1,543	$ 640	$ 6,503	$ 9,307	$ 6,504						$48,598	$ 41,114

2. Police Officer/Police (3); Building Inspector/Building (1); Maintenance Technician/Recreation (1).
3. Maintenance Employee sprained right hand/wrist after slipping while stepping off of tractor (1) Public Works; Maintenance Employee strained back after lifting a sign (1) Public Works.
4. Maintenance Employee damaged rear bumper of truck (1) Public Works.
5. Balance remaining in health insurance account: <$278,868.91>.
6. Beaman/Shaver Appeal $291.20; Moratorium $78.00; O'Keefe $5,293.61; Tax Equity Issue $841.54.

ACTIVITY DESCRIPTION	UNIT	January	February	March	April	May	June	July	August	September	October	November	December	2002 Year to Date	2001 Year to Date
LIBRARY															
1. Books Circulated	Num.	16,866	15,762	15,446	16,701	16,787	20,932	20,606	0	0	0	0	0	[illegible]	112,275
2. Average Daily Traffic															
a. Monday - Saturday	Num.	578	595	558	579	580	743	630	0	0	0	0	0	[illegible]	569
b. Sunday	Num.	330	390	332	376	310	269	291	0	0	0	0	0	[illegible]	358
3. Story Time Participants	Num.	198	173	261	208	195	0	0	0	0	0	0	0	[illegible]	434
4. Revenue from Overdue Books	Dls.	2,370	1,671	2,080	2,221	2,051	1,951	1,923	0	0	0	0	0	[illegible]	12,565
5. Revenue from Copy Machine	Dls.	719	776	809	941	581	497	552	0	0	0	0	0	[illegible]	4,894
6. Reference Assistance	Num.	392	616	601	634	425	444	427	0	0	0	0	0	[illegible]	6,439
7. Internet Usage	Num.	1,688	1,738	1,730	1,895	1,713	1,951	2,055	0	0	0	0	0	[illegible]	10,047
8. Renewals by Phone	Num.	535	659	568	575	499	493	465	0	0	0	0	0	[illegible]	5,320
9. Computer Lab Use	Num.	42	84	46	48	30	25	58	0	0	0	0	0	[illegible]	0
Leisure Programs															
1. Adult Athletics															
a. Ongoing Programs	Num.	1	1	0	1	1	2	2	0	0	0	0	0	[illegible]	15
b. New Programs	Num.	0	0	0	0	0	0	0	0	0	0	0	0	[illegible]	1
c. Participants	Num.	240	240	2,050	1,085	1,085	1,275	310	0	0	0	0	0	[illegible]	5,982
d. Revenues	Dls.	0	0	7,875	14,587	0	10,400	3,720	0	0	0	0	0	[illegible]	37,372
e. Expenses	Dls.	0	0	7,357	953	3,262	8,510	1,755	0	0	0	0	0	[illegible]	27,158
f. Refunds	Dls.	0	0	0	0	0	0	0	0	0	0	0	0	[illegible]	351
g. Balance (+ or -)	Dls.	0	0	518	13,635	-3,262	1,891	1,966	0	0	0	0	0	[illegible]	$9,863.00
RECREATION															
Leisure Programs															
1. Classes/Programs															
a. Classes/programs	Num.	132	127	137	130	134	89	81	0	0	0	0	0	[illegible]	793
b. Participants	Num.	3,091	1,988	3,272	2,759	2,992	2,648	2,494	0	0	0	0	0	[illegible]	18,675
c. Revenues	Num.	19,772	27,426	29,108	32,338	28,813	48,990	16,987	0	0	0	0	0	[illegible]	178,008
d. Expenses	Dls.	15,443	21,557	22,511	25,537	21,894	37,581	13,332	0	0	0	0	0	[illegible]	139,737
e. Refunds	Dls.	60	63	363	121	1,102	1,230	192	0	0	0	0	0	[illegible]	4,981
f. balance (+ or -)	Dls.	4,269	5,807	6,234	6,680	5,817	10,178	3,463	0	0	0	0	0	[illegible]	$33,289.77
2. Special Events															
a. Events	Num.	1	2	1	1	4	0	1	0	0	0	0	0	[illegible]	23
b. Participants	Num.	12	68	0	1,000	879	0	10,000	0	0	0	0	0	[illegible]	17,214
c. Revenues	Dls.	0	1,581	0	0	0	0	0	0	0	0	0	0	[illegible]	32,750
d. Expenses	Dls.	485	1,359	0	80	820	0	0	0	0	0	0	0	[illegible]	28,518
e. Refunds	Dls.	0	25	0	0	0	0	0	0	0	0	0	0	[illegible]	393
f. balance (+ or -)	Dls.	-485	197	0	-80	-820	0	0	0	0	0	0	0	[illegible]	$3,838.47
Sports and Facilities															
1. Playing Surface Mowing	Hrs.	0	0	0	358	360	371	385	0	0	0	0	0	[illegible]	1,685
2. Playing Field Preparation	Hrs.	290	650	720	516	490	368	275	0	0	0	0	0	[illegible]	3,354
3. Building Maintenance	Hrs.	264	205	237	210	113	119	40	0	0	0	0	0	[illegible]	661
4. Parks/Pools/tennis Courts															
a. Safety Inspections	Num.	32	44	50	50	50	50	50	0	0	0	0	0	[illegible]	216
b. General Repairs/Maint.	Hrs.	305	120	100	75	100	110	117	0	0	0	0	0	[illegible]	665
c. Grounds/Landscape Maint.	Hrs.	550	575	300	360	350	310	290	0	0	0	0	0	[illegible]	2,305
5. Litter Removal	Num.	104	150	232	304	272	304	248	0	0	0	0	0	[illegible]	1,110
6. Vandalism Repairs	Dls.	0	0	25	50	100	75	28	0	0	0	0	0	[illegible]	516
7. Complaints Answered	Num.	0	2	1	5	4	2	4	0	0	0	0	0	[illegible]	28

CRIME REPORT – JULY 2002

PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2002	YTD 2001
MURDER	0	0	0	0	0	0	0						0	0
RAPE	0	1	0	0	0	1	0						2	0
ROBBERY	0	0	1	0	0	0	1						2	1
AGGRAVATED ASSAULT	0	2	1	0	1	0	1						5	6
ARSON	0	0	0	0	0	0	0						0	2
AUTO THEFT	3	3	1	5	9	3	6						30	38
THEFT	18	19	22	23	17	18	19						136	99
BURGLARY	1	2	2	4	3	4	4						20	12
TOTAL PART I CRIMES	22	27	27	32	30	26	31						195	158
ALCOHOL/DRUG ARRESTS **DUI – TOTAL**	18	17	24	14	17	21	20						131	133
DUI – ADULT	16	15	21	11	13	18	17						111	116
DUI – UNDERAGE	2	2	3	3	4	3	3						20	17
OTHER UNDERAGE ALCOHOL ARRESTS	7	9	6	8	10	11	16						67	65
DRUG ARRESTS	22	8	19	12	15	5	8						89	77
ARRESTS														
PROPERTY CRIMES	8	16	8	6	8	9	8						63	56
PERSON CRIMES	9	7	6	6	9	9	4						50	47
CITY ORDINANCES	26	19	38	34	43	75	61						296	332
*OTHER	88	45	93	96	116	91	97						626	540
ADMINISTRATIVE AVERAGE RESPONSE TIME	5.07	5.31	5.11	5.08*	5.50	5.40	5.30						5.25	5.30
CALLS ANSWERED	6506	5730	5939	5955	5581	5986	6328						42,025	35,068
TRAFFIC CITATIONS ISSUED	493	521	634	494	660	678	711						4191	4451
WARNINGS ISSUED	475	578	561	511	469	550	633						3777	4134
ACCIDENTS – TOTAL	86	79	89	79	90	75	95						593	551

TOP 5 ACCIDENT LOCATIONS – MONTH	TOTAL #
1. HWY 54 / HWY 74	10
2. HWY 54 / HUDDLESTON RD	9
3. HWY 54 / PLANTERRA WAY	4
4. HWY 74 / KELLY DR	4
5. HWY 54 / MARKET PLACE	3

TOP 5 ACCIDENT LOCATIONS – YEAR	TOTAL #
1. HWY 54 / HWY 74	41
2. HWY 54 / HUDDLESTON DR.	30
3. HWY 54 / PLANTERRA WAY	18
4. HWY 74 / CROSSTOWN DR	14
5. HWY 54 / COMMERCE DR	13

Public Information
2002 Citizen Call Log
As of 7/31/02

Problem/Complaint	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2002	YTD 2001	% of 2002
Animal Control													**0**	1	**0%**
Business Complaint													**0**	3	**0%**
Development													**0**	0	**0%**
Garbage Company													**0**	8	**0%**
AT&T Cable	72	15	4	2	8	8	14						**123**	66	**35%**
AT&T Automated Complaints	13	127	39	24	29	23	19						**274**	0	**78%**
Ordinance/Code Violations		3	5	1									**9**	9	**3%**
Public Works Repair Request	1		1	1									**3**	2	**1%**
Recreation				1									**1**	1	**0%**
Traffic				1									**1**	1	**0%**
Utility Company													**0**	0	**0%**
Other	5												**5**	0	**1%**
TOTAL	**91**	**145**	**49**	**30**	**37**	**31**	**33**						**416**	90	**118%**

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

2002 MONTHLY REPORT
PUBLIC SERVICES DIVISION

Activity Description	Unit	January	February	March	April	May	June	July	August	September	October	November	December	2002 YEAR-TO-DATE	2001 YEAR-TO-DATE
CART PATHS															
1. Const./Reconst./Overlay	Ft.	835	290	395	2768	0	450	854						5,592	3,462
2. Drainage Maintenance	Hrs.	225	308	148	135	204	101	38						1,159	1,926
3. General Maintenance	Hrs.	199	245	207	122	230	273	91						1,367	1,316
4. Mowing	Hrs.	0	0	0	75	135	185	60						455	468
5. Litter Removal	Hrs.	68	45	53	45	60	60	45						376	445
FLEET MANAGEMENT															
1. Equipment Maintenance	Hrs.	0	17	40	64	26	58	96						301	197
2. Equipment Repairs	Hrs.	183	150	144	212	298	246	263						1,496	1,125
3. Vehicle Maintenance	Hrs.	203	135	168	189	142	85	169						1,091	1,118
4. Vehicle Repairs	Hrs.	215	182	156	142	142	224	104						1,165	1,614
5. Fleet Down Time	Hrs.	608	484	514	610	608	622	638						4,084	4,102
RIGHT OF WAY															
1. Litter Removal	Hrs.	560	375	294	245	245	208	228						2,155	2,389
2. Right-of-Way Mowing	Hrs.	0	0	180	588	818	873	951						3,410	3,052
3. General Maintenance	Hrs.	700	927	490	127	546	243	226						3,259	3,745
LANDSCAPE															
1. Litter Removal	Hrs.	30	12	15	29	4	0	0						90	245
2. Mowing (Sub. Entrances)	Hrs.	0	0	356	659	934	757	706						3,412	3,318
3. General Maintenance	Hrs.	927	1068	231	384	376	246	321						3,553	3,325
4. Planting	Hrs.	139	97	27	15	0	15	2						295	379
RECYCLING SITE															
1. City Employees Hours	Hrs.	192	70	88	70	161	79	48						708	717
2. City Employees Salaries	Dls.	4024	1264	1712	1343	3381	1346	671						13,741	13,051
3. Revenues	Dls.	489	355	328	424	341	445	498						2,880	3,351
4. Participants															
a. Recycling	Num.	409	465	379	567	434	590	382						3,226	5,761
b. Composting	Num.	1295	1117	1120	1867	1504	1901	1378						10,182	8,993
c. Mulch (Pick Up)	Num.	61	128	95	219	59	168	56						786	1,493
SIGN MAINTENANCE															
1. Building Maintenance	Hrs.	20	20	21	22	22	20	19						144	125
2. Subdivision Sign Maintenance	Hrs.	75	77	123	123	64	87	77						626	480
3. Traffic Sign Maintenance	Hrs.	174	148	120	136	129	143	125						975	879
STREETS															
1. Street Sweeping	Hrs.	0	24	8	16	35	8	31						122	218
2. Pavement Patching	Hrs.	53	99	45	55	372	437	632						1,693	978
3. Drainage Maintenance	Hrs.	98	221	30	71	208	0	0						628	936
4. General Maintenance	Hrs.	513	733	823	681	582	548	161						4,041	3,841
MISCELLANEOUS															
1. Vandalism	Dls.	121	91	241	117	171	279	942						1,962	832
2. Complaints Answered	Num.	20	28	12	12	18	22	26						138	280
3. Wash Police Cars	Hrs.	12	31	12	15	6	3	6						85	75

* Increase in employees salaries due to pay plan salary increases and includes employees hours for Christmas Tree Recycling and Spring Clean Up programs.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager Jim

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

DATE: August 27, 2002

SUBJECT: Revision - CAR 9-1, Tab B - Accounts Payable

Attached please find suggested revisions to City Administration Regulation (CAR) 9-1. This particular suggested revision is specifically for the section related to accounts payable.

Although the entire accounts payable section of the CAR has been updated, the most significant change relates to the signatures applied to the accounts payable checks. Currently, two original signatures are required on all accounts payable checks. This is a time consuming process and occasionally the signature process is delayed because of the absence of individuals approved to sign the checks.

Staff is recommending that the City begin to use facsimile signatures of the City Manager and the Director of Financial Services on all accounts payable checks, similar to the method currently being used for payroll checks. Voucher packages (non-check form of the check, vendor invoices, and all other supporting documents) will continue to be reviewed by the City Manager and the Director of Financial Services. In the absence of either one of these individuals, the Assistant Finance Director will review the voucher packages. Upon completion, reviewers of the voucher packages will be required to sign the form "Verification of Checks Prepared with Facsimile Signature" (copy attached), before facsimile signatures will be affixed to the actual checks.

Also, attached for your review is the current accounts payable section of CAR 9-1 that was last revised in April of 1991.

Staff requests that City Council take action to accept the revised accounts payable section of CAR 9-1. Further revisions of other sections of CAR 9-1 will be presented to City Council in the future for review and approval.

Attachments

JIC/MCCAR91B

TAB B

ACCOUNTS PAYABLE

Accounts Payable - The Finance Department shall comply with the following policies and procedures in administering the Accounts Payable program:

A. Chart of Accounts - The City shall comply with the *Uniform Chart of Accounts for Local Governments in Georgia.* Each expenditure account shall consist of a fund, function, activity (department), account classification, and object. Each paid invoice is to be charged to the designated expenditure account that complies with the State Chart of Accounts.

B. Invoices - Payment of invoices shall be authorized by either an approved purchase order, on a payment request form, or on a purchasing card request form (exception utility and communication billings).

   1. Purchase Order - The purchase order form is originated by the Purchasing Department and is used in the purchase of most City products and services available in a competitive market. During the process of generating a purchase order, funds are encumbered against department approved budgeted line items.

      Upon verification of receipt of acceptable products or services and the receipt of a vendor invoice, the Finance Department matches these items to a copy of the purchase order and processes the invoice for payment.

   2. Payment Request Form - The payment request form is originated by Division Directors/Chiefs and is used to pay for professional services, employee reimbursements, travel expenses, dues and fees, and other products and services not required to be obtained through the Purchasing Department or purchased with the use of a purchasing card.

   3. Purchasing Card Request Form - The purchasing card request form is originated by Division Directors/Chiefs and is used to pay for all purchases of goods and services acquired through the purchasing card program.

C. The Finance Department shall make timely payment to vendors as follows:

   1. Invoices shall be normally processed weekdays with checks printed by Thursday of each week.

   2. The Director of Financial Services or the Assistant Finance Director may approve more timely payment of invoices as circumstances warrant.

3. Finance Department staff shall take advantage of discounts offered by vendors for timely payments.

4. Payment of contracts involving dollar amounts in excess of $5,000.00 shall not be made earlier than required by the terms of the contract to ensure the City receives maximum interest on invested funds.

D. Checks and Voucher Packages - The following rules shall govern the approval, signing, and disbursement of all accounts payable checks; and the filing of all voucher packages and cancelled checks:

1. The Finance Department shall generate a non-check form for all disbursements, which will include all computer-generated information printed on the actual check. This form, along with all corresponding invoices, will be referred to as the voucher package.

2. The City Manager and the Director of Financial Services shall review all voucher packages. In the absence of the City Manager, the Director of Financial Services and the Assistant Finance Director will review the voucher packages. In the absence of the Director of Financial Services, the City Manager and the Assistant Finance Director will review the voucher packages.

3. The reviewers shall sign the form "Verification of Checks Prepared with Facsimile Signature", noting any discrepancies. The voucher packages and the verification form shall be returned to the Finance Department.

4. The Finance Department shall generate the original checks and affix the facsimile signature of the Director of Financial Services and the City Manager to each approved check.

5. Regular vendor checks shall be mailed. Employee reimbursement checks may be distributed through interoffice mail or may be picked up by the employee. Checks for travel and training may also be distributed to individual employees.

6. All voucher packages are to be filed alphabetically, in vendor order, in the Finance Department. The voucher packages are to be held by the Finance Department based on the State of Georgia retention schedule.

7. A check register, listing checks in numerical order, is to be held by the Finance Department based on the State of Georgia retention schedule. The "Verification of Checks Prepared with Facsimile Signature" form is to be maintained with each corresponding check register.

8. Canceled checks, once received from banking institutions, are to be held by the Finance Department based on the State of Georgia retention schedule.

CITY OF PEACHTREE CITY, GEORGIA
ACCOUNTS PAYABLE APPROVAL

VERIFICATION OF CHECKS PREPARED WITH FACSIMILE SIGNATURE

The following laser printed checks, number ______________ through ______________, dated ________________, 20____, have been prepared by the Finance Department with a facsimile of the signatures of the Director of Financial Services and the City Manager.

We have had an opportunity to review and approve a copy of these checks.

_______________________________________ ________________

Assistant Finance Director Date

_______________________________________ ________________

Director of Financial Services Date

_______________________________________ ________________

City Manager Date

Exceptions to above series of checks:

Check Number	Vendor
____________________	________________________________
____________________	________________________________
____________________	________________________________

APAPPVL

TAB B

ACCOUNTS PAYABLE

1. Accounts Payable - The Accounting Clerk shall comply with the following policies and procedures in administering the Accounts Payable program:

   A. Chart of Accounts - Attachment 1 to TAB B contains a chart of Accounts which list all authorized expense accounts. Each paid invoice will be charged to the designated expense account, which must be listed in the Chart of Accounts.

   B. Invoices - Payment of invoices shall be authorized by either an approved Purchase Order or on a Payment Request Form.

      (1) Purchase Order - This form is originated by the Purchasing Agent and is used in the purchase of most City products and services available in a competitive market. Prior to making a purchase the Purchasing Agent encumbers adequate funds to cover the cost. The funds are encumbered in the computer by the Purchasing Secretary against an authorized account number.

      Upon verification of receipt of an acceptable product or service the Purchasing Agent forwards the pink copy of the Purchase Order along with invoice to the Accounting Office. (Attachment 2 contains a Purchase Order Form.)

      (2) Payment Request Form - This form is originated by Division Directors/Chiefs and is used to pay for professional (surveys, legal, audit) and routine (gas, water, electrical) products or services not required to be obtained through the Purchasing Agent. Prior to making the purchase, the Division Directors/Chiefs forwards the white copy to the Accounting Office to encumber adequate funds to cover the cost. The funds are encumbered in the computer by the Accounting Clerk against an authorized account number. Upon receipt of the product or service, the Division Director/Chief forwards the yellow copy along with the invoice to the Accounting Office (Attachment 3 contains a Payment Request Form.)

   C. Payment - The Accounting Clerk shall make timely payment to vendors as follows:

      (1) Invoices shall normally be processed Monday - Friday and checks cut on Wednesday of each week.

(2) The Finance Officer may approve more timely payment if circumstances warrant.

(3) The Accounting Clerk shall take advantage of discounts offered by vendors for timely payment.

(4) Payment of contracts involving large dollar amounts shall not be made earlier than required by the terms of the contract to ensure the City receives maximum interest of funds.

D. Checks - The following rules shall govern the processing of checks:

(1) Signature - Two original signatures, are required on all checks. Individuals who occupy the following positions are authorized to sign checks: Mayor, Mayor Pro-tem, City Manager or City Clerk.

(2) Vendor Checks shall be mailed to, or picked up by a vendor, and not returned to a Department Head or other City employee.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	Mayor and City Council
VIA:	Jim Basinger, City Manager Jim
FROM:	Paul Salvatore, Director of Financial Services P.S. Janet I. Camburn, Assistant Finance Director
DATE:	August 12, 2002
SUBJECT:	Revision - Code of Ordinances

Attached please find suggested revisions to Chapter 34 of the Code of Ordinance of the City of Peachtree City. The primary purpose of these suggested revisions is to bring the Code into compliance with the Government Finance Officers Association's (GFOA) recommended capitalization thresholds for tangible capital assets (Sec. 34-94) and to update selected definitions and fund terminology to conform with Governmental Accounting Standards Board (GASB) Statement No. 34 and with *Governmental Accounting, Auditing, and Financial Reporting* (a GFOA publication). Items in the Code that are suggested for elimination are indicated with a ~~strikethrough~~ and new suggested items are indicated in ***bold italics.***

The most significant suggested change deals with increasing the capitalization threshold of fixed assets from $500.00 to $5,000.00. In 1997, the GFOA's Committee on Accounting, Auditing, and Financial Reporting through its *Recommended Practices* stated that "In no case should a government establish a capitalization threshold of less than $5,000.00 for any individual item." This recommendation was again reinforced in 2001 in association with the implementation of GASB #34. This becomes particularly significant as the City of Peachtree City begins financial reporting under GASB #34 beginning October 1, 2002. Although the City will continue to maintain asset records of computers and firearms, only those individual items costing $5,000 or more will be included on the general ledger of the City and depreciated on the Government - Wide Financial Statements as part of the Comprehensive Annual Financial Report (CAFR).

With a change in the capital threshold, the City of Peachtree City expects to remove all fixed assets under the $5,000.00 threshold from the general ledger effective September 30, 2002. This will allow the City to restate the fiscal year 2002 statements next year to be in compliance with GASB #34 and to provide comparative statements for fiscal years 2002 and 2003 during the preparation of the CAFR for the 2003 fiscal year.

Revision - Code of Ordinances
August 12, 2002

In addition to the changes in the capitalization threshold, there are several suggested changes to definitions (Sec. 34-33) and some significant changes to the fund terminology (Sec 34-91). Specifically, two fund types have been eliminated - trust and agency funds and special assessment funds. These specific fund types no longer exist. Trust and agency funds have been replaced with two fund types - permanent funds and fiduciary funds. Special assessment funds have for sometime been a part of debt service funds. Two additional fund types, in existence for sometime, have been added to the Code - enterprise funds and internal service funds. The City currently reports one internal service fund (Self-Insurance) and the Authorities (component units) of the City are enterprise funds.

Staff requests that City Council take action to amend the Code of Ordinance as detailed on the attached draft. If you have any questions regarding these suggested Code changes, please do not hesitate to contact the Finance Department.

Attachments

JIC/MCODE34

Governmental Accounting, Auditing and Financial Reporting (GAAFR), Stephen J. Gauthier, GFOA.

Return to top of page

Establishing Appropriate Capitalization Thresholds for Tangible Capital Assets (1997, updated 2001)

Background. The term "capital assets" is used to describe assets that are used in operations and that have initial lives extending beyond a single reporting period. Capital assets may be either intangible (e.g., easements, water rights) or tangible (e.g., land, buildings, building improvements, vehicles, machinery, equipment and infrastructure). It is incumbent upon public-sector managers to maintain adequate control over all of a government's resources, including capital assets, to minimize the risk of loss or misuse.

Not all tangible capital-type items with useful lives extending beyond a single reporting period are required to be reported in a government's statement of position. Items with extremely short useful lives (e.g., less than 2 years) or of small monetary value are properly reported as an "expense" or "expenditure" in the period in which they are acquired.

When outlays for tangible capital-type items are, in fact, reported on the statement of position, they are said to be capitalized. The monetary criterion used to determine whether a given capital asset should be reported on the balance sheet is known as the "capitalization threshold." A government may establish a single capitalization threshold for all of its tangible capital assets, or it may establish different capitalization thresholds for different classes of tangible capital assets.

Capitalization is, of its nature, primarily a financial reporting issue. That is, a government's principal concern in establishing specific capitalization thresholds ought to be the anticipated information needs of the users of the government's external financial reports. While it is essential to maintain control over all of a government's tangible capital-type items, there exist much more efficient means than capitalization for accomplishing this objective in the case of a government's smaller tangible capital-type items. Furthermore, practice has demonstrated that capital asset management systems that attempt to incorporate data on numerous smaller tangible capital type items are often costly and difficult to maintain and operate.

Recommendation. The Government Finance Officers Association (GFOA) recommends that state and local governments consider the following guidelines in establishing capitalization thresholds for their tangible capital-type items:

1. Tangible capital-type items should only be capitalized only if they have an estimated useful life of at least two years following the date of acquisition.

2. Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g., desks and tables).

3. Infrastructure assets should be treated separately from other capital assets for purposes of establishing capitalization thresholds. As a general rule, capitalization thresholds for non-infrastructure items should be designed to encompass approximately 80 percent of a government's total non-infrastructure tangible capital-type items.

4. In no case should a government establish a capitalization threshold of less than $5,000 for any individual item.

5. In establishing capitalization thresholds, governments that are recipients of federal awards should be aware of federal requirements that prevent the use of capitalization thresholds in excess of certain specified maximum amounts (i.e., currently

Chapter 34

FINANCE*

Article I. In General

Article II. Fiscal Control

Division 1. Generally

Division 2. Budget

***Cross references:** Any ordinance promising or guaranteeing the payment of money for the city or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness saved from repeal, § 1-6(2); any contract or obligation assumed by the city saved from repeal, § 1-6(3); any appropriation ordinance saved from repeal, § 1-6(7); any ordinance providing for local improvements and assessing taxes for such improvements saved from repeal, § 1-6(9); any ordinance levying or imposing taxes not included in this Code saved from repeal, § 1-6(14); administration, ch. 2; taxation, ch. 74.

State law references: Discretion of governing body as to management and disposition of property, O.C.G.A. § 36-30-2; grants of state funds to municipalities, O.C.G.A. § 36-40-1 et seq.; establishment of fiscal year required, O.C.G.A. § 36-81-3; accounting for public funds, O.C.G.A. § 45-8-1 et seq.

Division 3. Funds

Division 4. Purchasing Procedures

ARTICLE I. IN GENERAL

Sec. 34-1. Imposition of fees, charges.

Unless otherwise specifically set forth in this Code, fees and charges imposed by the city under any provision of this Code or city ordinance or resolution shall be as established by the mayor and council and on file in the office of the city clerk.
(Code 1980, § 9-30)

Secs. 34-2--34-30. Reserved.

ARTICLE II. FISCAL CONTROL

DIVISION 1. GENERALLY

Sec. 34-31. Purpose of article.

The purpose of this article, which may be cited as "The Fiscal Control Ordinance of the City," is to provide for a system of financial administration, accounting, fiscal and budgetary control which conforms to generally accepted accounting practices.
(Code 1980, § 9-1)

Sec. 34-32. Responsibility for execution.

The responsibility for the proper execution of the provisions of this article shall be with the mayor except where the responsibility is explicitly given to the chief administrative officer, ***director of financial services,*** or the council.
(Code 1980, § 9-2)

Sec. 34-33. Definitions.

In the fiscal control system of the city, the following terms shall have the respective meanings and application ascribed to them:

Accrual basis means ~~the basis of accounting under which revenues are recorded when earned or when levies are made, and expenditures are recorded as soon as they result in liabilities, notwithstanding that the receipt of the revenue or payment of the expenditure may take place, in whole or in part, in another accounting period.~~ ***a method of accounting that recognizes the financial effect of transactions, events, and interfund activities when they occur, regardless of the timing of related cash flows.***

Appropriation means an authorization granted by the mayor and council to make expenditures or to incur obligations for specific purposes.

Appropriation balance means unencumbered balance of appropriation or allotment, and unexpended balance of appropriation or allotment.

Assets means property of all kinds of a government, including both current assets and fixed assets.

Audit means the examination of records, documents, reports, systems of internal control, accounting and financial procedures, and other evidence for one or more of the following purposes:

(1) To ascertain whether the statements prepared from the accounts present fairly the financial position and the results of financial operations of the constituent funds and balance account groups of the governmental unit in accordance with generally accepted accounting principles applicable to governmental units and on a basis consistent with that of the preceding year;

(2) To determine the propriety, legality and mathematical accuracy of a governmental unit's financial transactions;

(3) To ascertain whether all financial transactions have been properly recorded; and

(4) To ascertain the stewardship of public officials who handle and are responsible for the financial resources of a governmental unit.

Balance sheet means a statement ordinarily prepared from books kept by double entry showing assets, liabilities, reserves and surplus of a fund of a governmental unit at a specified date properly classified to exhibit financial position of the fund or unit at that date.

Budget means a plan of financial operation embodying an estimate of proposed expenditures for a given time and the proposed means of financing them. The annual budget refers to a period of one year.

Budgetary control means the control of management of a governmental unit in accordance with an approved budget and keeping expenditures within the limitations of available appropriations or revenues.

Cash basis means the ~~system of accounting under which revenues are accounted for only when received in cash, and expenditures are accounted for only when paid.~~ ***basis of accounting that recognizes transactions or events when related cash amounts are received or disbursed.***

Contingent account means an appropriation to provide for unforeseen expenditures.

Credit means the same as "Debit and credit."

Current surplus means the excess of the current assets of a fund over its current liabilities and reserves.

Debit and credit are terms commonly used to indicate the manner in which a transaction is to be recorded. Every entry on the left side of the ledger sheet is called a "debit." Every entry on the right side of the ledger sheet is called a "credit."

Debt service means the amount of money necessary annually to pay the interest on the outstanding debt and the principal of maturing bonded debt not payable from a sinking fund and to provide a fund for the redemption of bonds payable from a sinking fund.

Delinquent taxes means taxes remaining unpaid on and after the date on which a penalty for nonpayment is attached. Even though the penalty may be subsequently waived and a portion of the taxes may be abated or canceled, the unpaid balances continue to be delinquent taxes until abated, canceled or converted into tax liens.

Encumbrances means ~~obligations in the form of purchase orders, contracts or salary commitments which are chargeable to an appropriation and for which a part of the appropriation is reserved.~~ ***commitments related to unperformed (executory) contracts for goods or services.***

Fund means a ~~sum of money or other resources (gross or net) set aside for the purpose of carrying on specific activities or to attain certain objectives in accordance with special regulations, restrictions or limitations. A fund is a distinct financial and legal entity.~~ ***fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, that are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.***

Internal audit means an audit made by persons on the staff ~~on~~ ***of*** the governmental unit whose accounts are being audited primarily for the purpose of internal control. Note: An internal audit is usually a continuous audit.

Liabilities means debts owed.

Modified accrual basis means ~~the recognition of revenues when they become susceptible to accrual; that is, when they become both "measurable" and "available to finance expenditures of the current period" and expenditures are generally recognized when the related fund liability is incurred.~~ ***the basis of accounting according to which (a) revenues are recognized in the accounting period in which they become available and measurable and (b) expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt and certain similar accrued obligations, which should be recognized when due.***

Millage means the property tax rate, derived from the term "mill," which is one-tenth of a cent. Thus, ten mills equal $0.01 or one percent. Millage is determined by dividing the total amount of money to be raised by the total assessed value of the city.

Taxes receivable means the uncollected portion of taxes which a governmental unit has levied.

Trust funds means amounts received or appropriated and held in trust in accordance with an agreement or legislative act which may be expended only in accordance with the terms of such trust or act.
(Code 1980, § 9-3)

Cross references: Definitions generally, § 1-2.

Sec. 34-34. Fiscal year.

The fiscal year shall begin on October 1 and shall end on September 30.
(Code 1980, § 9-4)

Sec. 34-35. Appropriation transfers from certain funds restricted.

No appropriation transfer shall be made from a sinking fund or debt retirement fund until all the legal obligations and requirements of such fund have been satisfied.
(Code 1980, § 9-12)

Sec. 34-36. Modified accrual basis of accounting.

To the extent possible, the modified accrual basis of accounting shall be used so that revenues are recognized when they become susceptible to accrual; that is, when they become "measurable" and "available to finance expenditures of the current period," and so that expenditures are recognized when the related fund liability is incurred.
(Code 1980, § 9-17)

Sec. 34-37. Financial statements and reports.

Financial statements and reports showing the current conditions of budgetary and proprietary accounts shall be prepared and presented to the mayor and council at least quarterly. Not later than six months after the close of the fiscal year, a comprehensive annual financial report covering all funds and financial operations shall be prepared and published. A summary of this report, containing at least a statement of revenues and expenditures as of the close of the preceding fiscal year and the combined balance sheet for all funds and account groups, will be published in a newspaper of general circulation in the city.
(Code 1980, § 9-18)

Sec. 34-38. Annual audit.

All the funds, accounts and financial transactions of the city shall be subjected to an annual audit by an independent certified public accountant who is to be selected by the mayor and council. The audit shall be conducted according to the standards set forth in the American Institute of Certified Public Accountant's publications, "Audits of State and Local Governmental Units."
(Code 1980, § 9-19)

Secs. 34-39--34-60. Reserved.

DIVISION 2. BUDGET

Sec. 34-61. Budget--Time of adoption annually; submission of proposed budget; balance required.

An annual budget will be adopted by the mayor and council prior to the first day of the fiscal year. However, if for good and sufficient reasons the budget cannot be adopted by the first day of the fiscal year, the budget shall be adopted not later than 45

days subsequent to the beginning of the fiscal year. If the budget is not adopted prior to the beginning of the fiscal year, a resolution authorizing the continuation of necessary and essential expenditures to operate the city shall be adopted prior to the beginning of the fiscal year. The proposed budget shall be prepared by the chief administrative officer and transmitted to members of the mayor and council for its review a minimum of 30 days before the required date of adoption. The budget as adopted shall be a balanced budget with anticipated revenues (including appropriated unencumbered surplus) equal to appropriated expenditures. All funds within the budget shall also be balanced.
(Code 1980, § 9-5)

Sec. 34-62. Same--Basis of statement of anticipated revenues.

The chief administrative officer shall present the statement of anticipated revenues on the basis of the ordinary and reasonable revenues which can be expected for the fiscal year. Property tax revenue estimates shall be based upon the anticipated tax digest, less a stated discount for delinquent taxes based on a consideration of the taxes which were delinquent at the close of the three prior fiscal years, plus a stated amount of delinquent taxes, including penalties and interest, to be collected in the fiscal year based on consideration of the actual experience in the collection of delinquent taxes in the three prior fiscal years and less the estimated cost of service for billing and collection.
(Code 1980, § 9-6)

Sec. 34-63. Same--Appropriations prerequisite to expenditure.

No expenditures in any fund shall be legal or proper unless appropriations adequate to meet that expenditure have been made in the budget.
(Code 1980, § 9-7)

Sec. 34-64. Same--Availability of proposed budget for public inspection.

At the time the proposed budget is transmitted to members of the mayor and council by the chief administrative officer, a copy of the proposed budget shall be made available for public inspection in the office of the city clerk during regular office hours.

A statement advising the availability of the proposed budget shall be published in the legal organ during the week it is provided to council. The statement shall also advise that a public hearing will be held at which time any persons wishing to be heard on the budget may appear. The statement shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.
(Code 1980, § 9-8; Ord. No. 00-734, 4-6-00)

Sec. 34-65. Same--Public hearing.

At least one week prior to the meeting, at which council will adopt the budget resolution, a public hearing shall be held at which time any persons wishing to be heard

on the budget may appear. Notice of the hearing shall be placed in the legal organ. The notice shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.
(Code 1980, § 9-9; Ord. No. 00-734, 4-6-00)

Sec. 34-66. Same--Resolution adopting or amending; categorization.

On a date at least one week after the conclusion of the public hearing, council shall adopt the budget. The adoption of the budget shall be accomplished by the approval of a budget resolution which specifies the anticipated revenues by appropriate categories and the appropriated expenditures for each department and each nondepartmental expense and for each fund covered by the budget. Amendments to the budget shall be approved by resolution.

At least one week prior to the adoption of the budget, a notice of the adoption shall be placed in the legal organ. The notice shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.
(Code 1980, § 9-10; Ord. No. 00-734, 4-6-00)

Sec. 34-67. Same--Amendments.

Any increase in appropriation in a departmental budget or in a nondepartmental expense category, whether accomplished through a change in anticipated revenues or through a transfer of appropriations among departments and nondepartmental expenses, shall require the approval of the mayor and council in the form of an amendment to the budget resolution. The transfer of appropriations among the various accounts within a departmental budget or within a nondepartmental expense category shall only require the approval of the ~~chief administrative officer,~~ ***director of financial services,*** except that any transfer of appropriations within a departmental budget so as to increase the salary appropriation for the purpose of employing additional personnel shall require the approval of the mayor and council.
(Code 1980, § 9-11).

Secs. 34-68--34-90. Reserved.

DIVISION 3. FUNDS

Sec. 34-91. Funds--Enumeration.

The following funds may be established and shall be used as necessary to provide for the proper accounting of all financial activities of the city:

(1) General fund, to account for ~~the general governmental operations and all financial transactions not properly~~ ***all financial resources except those required to be*** accounted for in another fund.

(2) Special revenue funds, to account for the proceeds of ~~special revenue sources, other than special assessments, or to finance specified activities as required by law or administrative regulation.~~ ***specific revenue sources (other than for major capital projects) that are legally restricted to expenditure for specified purposes.***

(3) Debt service funds, to account for the ~~payment of interest and principal on long-term debt other than special assessment and revenue bonds.~~ ***accumulation of resources for, and the payment of, general long-term debt principal and interest.***

(4) Capital projects funds, to account for ~~the receipt and disbursement of moneys, including bond funds~~ ***financial resources to be*** used for the acquisition ***or construction*** of ***major*** capital facilities *(*other than those financed by ~~special assessment and enterprise funds.~~ ***proprietary funds and trust funds).***

~~(5) Trust and agency funds, to account for assets held by a governmental unit as trustee or agent for individuals, private organizations and other governmental units.~~

~~(6) Special assessment funds, to account for special assessments levied to finance public improvements or services deemed to benefit the properties against which the assessments are levied.~~

(5) ***Permanent funds, a fiduciary fund type used to report resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs - that is, for the benefit of the government or its citizenry.***

(6) ***Enterprise funds, a proprietary fund type used to report an activity for which a fee is charged to external users for goods or services.***

(7) ***Internal service funds, a proprietary fund type that may be used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis.***

(8) ***Fiduciary funds, to report assets held in a trustee or agency capacity for others and which therefore cannot be used to support the government's own programs. The fiduciary category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.***

(Code 1980, § 9-14)

Sec. 34-92. Same--Bank accounts.

Bank accounts established by the city departments or commissions must have prior approval by the mayor and council.
(Code 1980, § 9-14.1)

Sec. 34-93. Same--Self-balancing group of accounts.

A complete self-balancing group of accounts shall be established and maintained for each fund used. This group of accounts shall include all general ledger accounts and subsidiary records necessary to reflect compliance with legal provisions and to set forth the financial position and the results of financial operations of the fund.
(Code 1980, § 9-15)

Sec. 34-94. Same--Additional accounts.

Additional accounts, as follows, shall be maintained:

(1) Fixed asset account for the purpose of accounting for those assets which are of a tangible nature, have a life longer than one fiscal year, and have a significant value (or "have a value ~~greater than $500.00~~ ***of $5,000.00 or greater***"). Fixed assets shall be recorded at original cost~~, shall not be depreciated~~ and shall be removed from the account when disposed of. ***Fixed assets shall be depreciated based on procedures set forth in Governmental Accounting Standards Board (GASB) Statement No. 34.*** As an exception all real property shall be recorded irrespective of value or original cost.

(2) A general long-term debt account for the purpose of accounting for long-term debt which is supported by general revenues and for recording and fairly representing the liability for long-term debt at any time from date of issuance until the debt is retired.

(Code 1980, § 9-16)

Secs. 34-95--34-115. Reserved.

DIVISION 4. PURCHASING PROCEDURES

Sec. 34-116. Purchasing agent.

There is created the position of purchasing agent, who shall serve as the centralized purchasing official of the city and who shall direct the activities of the centralized purchasing office. All officials and employees of the city shall initiate all purchases of products and services through the centralized purchasing office. The policies specified in this division shall be strictly adhered to when making city purchases.
(Code 1980, § 9-13(Intro. ¶); Ord. No. 00-735, 4-6-00)

Sec. 34-117. Bids/price quotations.

The following dollar amounts shall be applied in determining the process to be used in obtaining bids/price quotations:

(1) Up to $5,000.00--Verbal quotation.

(2) Over $5,000.00 up to $10,000.00--Written quotation.

(3) Over $10,000.00--Sealed bids.

(Code 1980, § 9-13(1); Ord. No. 710, 4-15-1999; Ord. No. 00-735, 4-6-00)

Sec. 34-118. Approval.

(a) Except for expenditures involving previously approved and budgeted capital projects and expenditures made from the public improvement program projects contingency fund, the following approval authority shall apply to the expenditures of city moneys:

(1) Unbudgeted items costing $5,000.00 or less--The mayor or city manager.

(2) Unbudgeted items over $5,000.00--A majority vote of the mayor and council.

(3) Budgeted items costing $40,000.00 or less--City manager, who shall provide a monthly summary to the mayor and council on all such expenditures which exceed $10,000.00.

(4) Budgeted items over $40,000.00--A majority vote of mayor and council.

(b) For expenditures involving previously approved and budgeted capital projects and expenditures made from the public improvement program projects contingency fund, the mayor or city manager shall have the authority to expend up to $40,000.00 per project with a monthly summary to council on all such expenditures which exceed $10,000.00.

(c) The approved budget shall indicate and identify all capital projects and the public improvement program projects contingency fund.

(Code 1980, § 9-13(2); Ord. No. 710, 4-15-1999; Ord. No. 00-735, 4-6-00; Ord. No. 778, 5-15-01)

Sec. 34-118.1. Expenditures from council contingency fund.

Except as provided herein, the city council shall, by majority vote at a public meeting, approve all expenditures from the council contingency fund prior to the commitment of any money in such fund or other use thereof. In any situation where the expenditure of money from the council contingency fund is deemed to be a legitimate health, safety, or welfare emergency by the mayor of [or] the city manager, the mayor or the city manager may expend such money from the council contingency fund. Discussion of such expenditure shall occur as a regular agenda item at the next city council meeting. Under no circumstances does the mayor or city manager have the authority to expend money from the council contingency fund on any project if the city council has voted at a previous occasion not to so spend the money.
(Ord. No. 761, 5-3-01)

Sec. 34-119. Brand-name purchases.

The purchasing agent may elect purchase of a brand-name product or service when the goods comprise a major brand system, program or service previously selected by the city and due to operational effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufacturers, etc.
(Code 1980, § 9-13(3); Ord. No. 00-735, 4-6-00)

Sec. 34-120. Sole-source purchases.

A contract may be awarded or a purchase made without competition when the city determines that there is only one source for the required products, supply service, or construction item. The purchasing agent shall conduct negotiations as appropriate, as to price, delivery and terms. A separate file of sole-source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the items procured under each purchase order or contract.
(Code 1980, § 9-13(4); Ord. No. 00-735, 4-6-00)

Sec. 34-121. Modification of bids and proposals.

Once a bid or proposal has been opened and accepted by city officials, the city reserves the right to further negotiate with the lowest responsive and responsible bidder in an effort to ensure that the bid or proposal meets the approved budget and specifications. Further, once a contract is awarded by city officials, the city reserves the right to amend the contract without the necessity of rebidding such contract, provided that such amendment shall not result in a variance in price exceeding ten percent of the original contract amount.
(Code 1980, § 9-13(5); Ord. No. 00-735, 4-6-00)

Sec. 34-122. Operational policies/procedures.

Consistent with this division and with the approval of the chief administrative officer, the purchasing agent shall develop and adopt written operational policies/procedures relating to the execution of this division and the functioning of the centralized purchasing offices, which shall also include but not be limited to policies/procedures for:

(1) The procurement of all supplies, services and construction needs by the city.

(2) The establishment of programs for specifications development, contract administration and inspection and acceptance.

(3) The selling, lending or otherwise disposal of supplies and equipment belonging to the city.

(4) Conducting and maintaining inventories of all supplies and equipment belonging to the city.

(Code 1980, § 9-13(6))

Sec. 34-123. Collaborative purchasing.

The purchasing agent may elect to purchase products or services through the collaborative purchasing process authorized by the intergovernmental agreement signed by all governing entities in the county and effective on March 1, 1998. This process provides discounting through combining the purchasing power of local entities to achieve economies of scale associated with this type of relationship.

(Ord. No. 686, § 9-13(7), 1-22-1998)

State law references: Bond required of public works contractors, O.C.G.A. §§ 13-10-1, 36-82-101.

Sec. 34-124. State contract use.

The purchasing agent may use state contracts for purchasing any products that are available to local governments. By using this method, the necessity of bidding items over $10,000.00 will be eliminated due to the fact that the state has already bid the item.

(Ord. No. 710, 4-15-1999)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Jim Basinger, City Manager** Jim

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

DATE: **August 30, 2002**

SUBJECT: **Adoption of FY 2003 Budget Resolution**

In accordance with O.C.G.A Code section 36-81-3 and City Code of Ordinances section 34-61, staff is presenting to Council a resolution (attached) to adopt the FY 2003 budget. A copy of the balanced budget and supporting documentation for each fund is also attached. We have already held two workshops, as well as the required Public Hearing on the budget, and made numerous changes to the proposed budget as a result of these meetings. Therefore, staff now recommends that Council take action to approve and adopt the FY 2003 budget as hereby presented.

Additional public hearings are required before Council can take action to adopt next year's millage rate, so tonight Council only needs to take action to adopt the FY 2003 budget.

BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2003 FOR EACH FUND OF PEACHTREE CITY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, a proposed budget for each of the various funds of the City has been presented to the City Council and,

WHEREAS, appropriate advertised public hearings have been held on the FY 2003 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and,

WHEREAS, the City Council has reviewed the proposed budget and has made certain amendments to funding sources and appropriations; and,

WHEREAS, the budget for each fund includes appropriations for Fiscal Year 2003, incorporates certain levies, assessments, fees and charges to finance these expenditures and fits the anticipated funding sources; and

WHEREAS, each of the funds has a balanced budget, such that anticipated funding sources equal proposed expenditures; and,

WHEREAS, there are adequate funds available in cash reserves to cover any unanticipated revenue shortfall;

NOW, THEREFORE, BE IT RESOLVED that this budget, a summary of which is hereto attached, is hereby adopted specifying the anticipated funding sources for each fund and making appropriations for proposed expenditures to the Divisions named in each fund.

SO RESOLVED, in open session assembled pursuant to law. This ___ day of ________, 2002.

____
Mayor

____

____

____

____

ATTEST: ______________________
Jane Miller, City Clerk

City of Peachtree City
Combined Budget
Fiscal Year 2002 - 2003

Sources of Funds:

General Fund Revenues			$20,074,338
Citywide Development Impact Fees			$331,790
Contributions			$122,000
State/Federal Grants			$346,614
County Grant (Recreation)			$50,000
Loan Proceeds- B&M/Equipment			$1,513,529
PIP Interest Earnings			$194,608
Self-Insurance Interest Earnings			$30,000
Carryovers:			
Total G/F Carryover	$186,509		
Total PIP Carryovers	$1,056,876		
Total Self Insurance Carryover	$293,837		
Total Carryovers:			$1,537,222
Total Sources of Funds:		$	**24,200,101**

Uses of Funds:

Departmental Expenses			$15,330,423
Council Contingency			$225,000
Transfer to PCDA/PCAA			$385,096
Debt Service			$1,747,708
2003 New PIP Projects			3,458,186
Property & Casualty Expenses			$1,425,672
Medical Expenses			$1,628,016
Total Uses of Funds:		$	**24,200,101**

Rebudgeted Items (previously funded):

Confiscated Funds		$3,986		
Kedron Development Fees		$25,484		
Youth Sports Scholorship		$7,061		
Library Funds		$48,082		
Hazardous Materials Fund		$3,189		
2002 PIP Projects carried forward		$799,532		
Total:	$	**887,334**		
Total New plus Rebudgeted Funds:				$25,087,435
Estimated Cash Reserve at 9/30/03:				$2,864,036
Total Budget:			$	**27,951,471**

Estimated Revenues

Account Title	F/Y 2003 Budget
Revenues:	
Ad Valorem (Real) Property	$5,897,272
Motor Vehicle	$495,005
Real Estate Transfer Tax	$56,718
Recording Intangible Tax	$168,040
GA Power Franchise Tax	$662,653
Atlanta Gas Franchise Tax	$239,645
Bell South Franchise Tax	$242,930
EMC Franchise Tax	$560,830
AT&T Broadband/Newnan Utilities	$163,544
Local Option Sales Tax	$6,242,736
Alcoholic Beverage Tax	$434,222
Mixed Drink Tax	$73,922
Hotel/Motel	$903,738
Financial Institutions	$64,437
Insurance Premium Tax	$1,210,881
Occupational Tax/Licenses	$296,697
Alcoholic Beverage Licenses	$156,718
Building Permits	$339,664
Electrical Permits	$62,565
HVAC Permits	$47,701
Plumbing Permits	$38,110
Soil Erosion/Development Fees	$5,408
Golf Cart Registration	$18,367
Zoning/Subdivision Fees	$8,918
Matching Grants/FAST	
EMS Revenues	$219,324
Court Fines	$691,602
Library Fines	$15,682
Interest Earnings	$79,851
Facility Rentals	$18,595
Other Revenue	$58,771
Tower Lease	$100,805
Recycling Revenues	$5,850
Recreation Programs	$493,137
Totals	$20,074,338
Other Revenue Sources:	
Citywide Development Impact Fees	$331,790
State/Federal Grants	$346,614
Operating Cash Carryover	$1,062,222
Staff Savings - Previous FY @ 2.5%	$400,000
PIP Savings	$50,000
Contributions	$122,000
Council Contingency Savings	$25,000
County Grant	$50,000
Debt Proceeds	$1,513,529
PIP Interest Earnings	$194,608
Self Insurance Interest Earnings	$30,000
Grand Total	$24,200,101

Expenditure Appropriations

Account Title	F/Y 2003 Budget
Operating Budgets	
City Hall/Court	$1,097,455
Planning	$241,572
Building	$583,142
Engineering	$119,875
Finance	$286,228
Information	$177,023
Purchasing	$139,054
CCY	$0
Kedron Fieldhouse	$788,835
Library	$736,292
Recreation	$1,646,794
Communications	$212,561
Police	$3,423,919
EMS	$138,770
Fire	$2,804,910
Public Works	$2,653,993
Subtotal	**$15,050,423**
Self-Supporting Budgets	
Court	$0
Self-Supp Rec.	$280,000
Subtotal	**$280,000**
Grand Total Operating Budget	**$15,330,423**
Council Contingency	$225,000
Authorities	
Funding Allocation	$385,096
Subtotal	**$610,096**
General Fund Total	**$15,940,519**
Public Improvement Program	**$3,458,186**
Health/Property Insurance	$2,053,688
Unbudgeted Claims	$200,000
Reserve Funding	$800,000
Self Insurance	**$3,053,688**
	43.72%

Expenditure Appropriations

Existing Debt Service (G.O. Bonds)	$453,710
Airport G.O. Bond	$155,805
Administrative Expense- Bonds	$1,850
Police Station	$228,524
Police Vehicles	$96,448
Tennis Center/Amphitheater loan	$248,008
FY2002 GMA Bricks & Mortar	$258,226
GMA Master Lease additions	$305,137
Sports Complex Lights	
Debt Service	**$1,747,708**
Grand Total	**$24,200,101**

City of Peachtree City
General Fund Budget
Fiscal Year 2002 - 2003

Financing Sources:			
General Fund Revenues			$20,074,338
G/F Carryovers:			
Department Savings	$400,000		
Council Contingency Savings	$325,000		
Surplus Carryover	-$538,491		
Total G/F Carryover:			$186,509
Total Financing Sources:		**$**	**20,260,847**
Financing Uses:			
Appropriations:			
Departmental Expenses			$15,330,423
Council Contingency			$225,000
Transfer to Airport Authority			$120,000
Transfer to Development Authority			$265,096
Total Appropriations:			$15,940,519
Interfund Transfers:			
Transfer to Public Improvement Program			$1,186,664
Transfer to Debt Service			$403,813
Transfer to Self Insurance			$2,729,851
Total Interfund Transfers:			$4,320,328
Total Financing Uses:		**$**	**20,260,847**
Rebudgeted Items (previously funded):			
Confiscated Funds	$3,986		
Youth Sports Scholorship	$7,061		
Library Funds	$48,082		
Hazardous Materials Fund**	$3,189		
Total:	**$62,318**		
Total New plus Rebudgeted Funds:		**$**	**20,323,165**

City of Peachtree City
General Fund Operating Budget
FY 2002 - 2003

Division	Appropriation
Police Department	$3,423,919
Communications Department	$212,561
Total Police/Communications	**$3,636,480**
Fire Department	$2,804,910
Emergency Medical Services	$138,770
Total Fire/EMS	**$2,943,680**
Public Works Department	$2,653,993
Total Public Services	**$2,653,993**
Commission on Children & Youth Services	$0
Kedron Fieldhouse	$788,835
Library	$736,292
Recreation Department	$1,926,794
Total Leisure Services	**$3,451,920**
Planning Department	$241,572
Building Department	$416,851
Code Enforcement	$166,292
Engineering	$119,875
Total Developmental Services	**$944,590**
City Manager	$187,531
City Clerk	$284,812
Court	$245,650
Human Resources	$169,854
Public Information	$141,974
City Council	$67,635
Total Administrative Services	**$1,097,455**
Finance Department	$286,228
Information Technology	$177,023
Purchasing Department	$139,054
Total Financial Services	**$602,306**
Total All Divisions:	**$15,330,423**

City of Peachtree City
Public Improvement Program Budget
Fiscal Year 2002 - 2003

Sources of Funds:

Ad Valorem Taxes			$1,186,664
Citywide Development Impact Fees			$331,790
State/Federal Grants			$346,614
County Grants			$50,000
Contributions			$122,000
Loan Proceeds- B&M/Equipment			$1,513,529
PIP Interest Earnings			$194,608
Carryovers:			
PIP Project Savings:	$1,056,876		
Total PIP Carryovers:			$1,056,876
Total Sources of Funds:		**$**	**4,802,081**

Uses of Funds:

2003 New PIP Projects			$3,458,186
Transfer to Debt Service			$1,343,895
Total Uses of Funds:		**$**	**4,802,081**

Rebudgeted Items (previously funded):

2002 PIP Projects carried forward	$799,532		
Kedron Development Fees	$25,484		
Total:	**$825,016**		

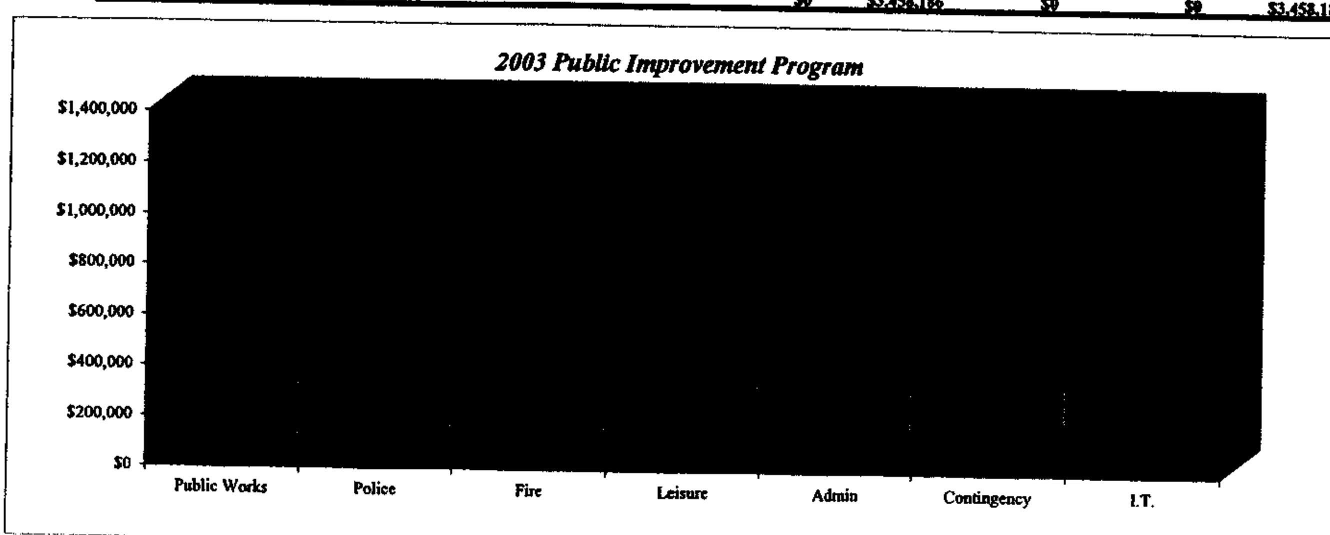
Total New plus Rebudgeted Funds:		**$**	**5,627,097**

Attachment 2

File Name: 2003PIP
Revised: 8/19/2002

2003 Public Improvement Program

Expenditures	Department	Original 5 Year Plan	REVISED 5 Year Plan	5 Year Plan Variance	* Departmental Totals * Original 5 Year Plan	REVISED 5 Year Plan
Division: Public Services						
PW-001 Street Resurfacing Program*		$578,813	$500,000	-$78,813		
PW-002 Cart Path Resurfacing Program		$115,763	$100,000	-$15,763		
PW-015 Traffic Calming Devices		$0	$0			
PW-016 Public Works Backhoe		$60,000	$60,000			
PW-017 Design- Hwy 54W Land (Playground/Bridge)*		$0	$38,070	$38,070		
PW-018 Highway 54 West Utilities Relocation		$100,000	$100,000			
PW-019 Storm Water Management Program		$50,000	$50,000			
PW-020 Huddleston/Dividend Intersection Improvements*		$267,800	$100,000	-$167,800		
PW-021 F-350 Service Vehicle (tows equip. trailers)		$35,000	[redacted]			
PW-022 Walt Banks-PT Pkwy Roundabout		$0	$283,400	$283,400		
PW-023 Drainage Improvements (Bridlepath Creek)	Public Works	$0	$0		$1,207,376	$1,266,470
Public Services Total		$1,207,376	$1,266,470	$59,094	$1,207,376	$1,266,470
Division: Leisure Services						
RP-007 Gathering Place Expansion - Phase II - II		$0	$0			
RP-013 Playground/Library Improvements		$40,000	$40,000			
RP-014 Meade Softball Parking Improvements		$0	$0			
LS-017 Re-carpet Library		$0	$50,000	$50,000		
LS-018 G. Reed Memorial Park - Phase II		$0	$0			
LS-019 Kedron Large Pool Resurfacing		$50,000	$50,000			
LS-020 Library Expansion Phase I		$137,063	$0	-$137,063		
LS-021 Rockspray Spillway Bridge		$61,000	$51,000	-$10,000		
LS-022 Wynmeade Playground		$70,000	$90,000	$20,000		
LS-023 Muti-Purpose Rink Restrooms/Concession	Leisure	$150,000	$0	-$150,000	$508,063	$281,000
Leisure Services Total		$508,063	$281,000	-$227,063	$508,063	$281,000
Public Safety Services						
FD-018 Technical Rescue Vehicle (Haz Mat/Dive Team)		$55,000	[redacted]			
FD-019 Radio Tower Generator Upgrade (50KW)		$79,529				
FD-020 Weber Station Storage & Driveway Repairs		$57,000	$57,000			
FD-021 SCBA Compressor Upgrade	Fire	$0	$0		$191,529	$191,529
PD-020 Replace Police Vehicles (36 @ $28,500)	Police	$1,026,000	[redacted]		$1,026,000	$1,026,000
Public Safety Total		$1,217,529	$1,217,529	$0	$1,217,529	$1,217,529
Financial Services						
IT-023 Telephone System (Phase II)		$100,000	[redacted]	-$100,000	$100,000	$0
Administrative Services						
CC-001 Drake Field Land Acquisition*	Admin	$475,000	$393,187	-$81,813	$475,000	$393,187
Administrative & Financial Services Total		$575,000	$393,187	-$181,813	$575,000	$393,187
Contingency Funds						
PIP Contingency	Contingency	$52,615	$300,000	$247,385	$52,615	$300,000
Total Expenditures		$3,560,583	$3,458,186	-$102,397	$3,560,583	$3,458,186
Revenue Sources						
Transfer to General Fund	$0		-$157,231			
PIP Contingency - Cash Carryover Funding			$1,056,876			
Contributions (Walt Banks-$102K/Wynmeade-$20K)			$122,000			
Bricks & Mortar Loan						
Equipment Lease Loan Proceeds			[redacted]			
State/Federal Grants* (LARP, Bridge Design, Greenspace)			$346,614			
County Grant (Fayette- Recreation)			$50,000			
Interest Revenue			$194,608			
Citywide Development Impact Fees			$331,790			
Total Revenues		$0	$3,458,186	$0	$0	$3,458,186



Bold Denotes 1999 Recreation Master Plan Project

Bricks & Mortar Funding (long term- 15yr.)

[illegible] Lease Funding (short term-5-10yrs)

Fiscal Year 2003
SELF INSURANCE

Revised: 8/23/2002

	Current Year		Last Year	
FINANCING SOURCES				
PROPERTY & CASUALTY				
2003 Allocation (General Fund Transfer)	$1,116,835		$569,037	
Interest Earnings	$15,000		$40,000	
2002 Reserve Carryover	$293,837	**$1,425,672**	$750,000	**$1,359,037**
MEDICAL				
2003 Allocation (General Fund Transfer)	$1,613,016		$1,051,500	
Interest Earnings	$15,000	**$1,628,016**	$8,000	**$1,059,500**
TOTAL FINANCING SOURCES		**$3,053,688**		**$2,418,537**
FINANCING USES				
PROPERTY & CASUALTY				
Commercial Insurance				
Workmen's Compensation	$189,592		$130,000	
GIRMA (Property Insurance)	$163,280	**$352,872**	$74,000	**$204,000**
Legal Services	$67,525	**$67,525**	$50,000	**$50,000**
Insurance Consultant	$5,275	**$5,275**	$5,037	**$5,037**
Reserve for Claims	$800,000			
Unbudgeted Expenses/Claims	$200,000	**$1,000,000**	$1,100,000	**$1,100,000**
MEDICAL				
Administrative Fees	$79,040		$76,000	
Long-Term Disability	$28,080		$27,000	
Dental Insurance	$74,880		$53,000	
Employee Assistance Program	$3,500		$3,500	
Life Insurance	$31,200		$28,000	
Health Claims	$1,411,316	**$1,628,016** *	$872,000	**$1,059,500**
TOTAL FINANCING USES		**$3,053,688**		**$2,418,537**

* This amount is net of employee participation of approximately $70K.

Revised: 8/19/2002

Fiscal Year 2003
DEBT SERVICE

FINANCING SOURCES	*Current Year*		*Last Year*	
PIP Fund (Ad Valorem Taxes)	$1,143,895		$1,126,526	
Hotel Motel Tax (Transfer from G/F)	$403,813		$260,124	
Citywide Development Impact Fees	$200,000	$1,747,708	$200,000	$1,586,650
TOTAL FINANCING SOURCES		**$1,747,708**		**$1,586,650**

FINANCING USES	*Current Year*		*Last Year*	
1993 Bond Issue	$453,710		$442,798	
Administrative Fees	$1,850		$1,850	
Police Station Debt	$228,524		$228,524	
Police Vehicles (lease)	$96,448		$249,875	
GMA Bricks & Mortar	$258,226		$167,668	
Master Lease (Equipment)	$305,137		$188,622	
Tennis Center/Amphitheater	$248,008		$260,124	
Airport G.O. Bond	$155,805	$1,747,708	$47,189	$1,586,650
TOTAL FINANCING USES		**$1,747,708**		**$1,586,650**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & City Council**

VIA: **City Manager**

FROM: **City Engineer**

DATE: **August 8, 2002**

SUBJECT: **Internal Road Connection - Maple Shade Estates**

At their July 8 meeting, the Planning Commission heard a request from Mr. Jimmy Halligan to modify the approved plans for the Maple Shade Estates Subdivision. This modification would include a road connection to another phase of the project planned for the area just on the other side of the city limits in Tyrone. At the meeting the discussion was generally in favor of the concept of providing a connection between the phases and jurisdictions (see Attachment "A"). The comments addressed cut-through traffic potential, connectivity, emergency access and response, the weakness of annexation proposals, and cart path connections. The consensus was to endorse the proposal in order to provide a higher level of service for public safety.

After the July 8 Planning Commission meeting, Fire Chief Lohr provided a memo detailing the current status of emergency service agreements with other jurisdictions (Attachment "B"). Chief Lohr notes that no formal agreements are in place to provide mutual or automatic aid to areas outside of the City. Therefore, it is not at all clear that there will be a benefit to residents of the Tyrone portion of the development with regard to emergency services since calls will go to the nearest station within that jurisdiction.

Further discussion between Tyrone and Peachtree City staff exposed the potential conflicts in other levels of service. Tyrone provides waste collection while Peachtree City does not regulate collection. Cable television, storm drain maintenance and repair, sewer service and repair, and even development regulations will all reveal an immediate and ongoing disparity in the services to residents of the subdivision. Without a discrete break in the phases, problems will inevitably arise out of the area with the proposed road connection.

In order to meet the objectives of the Planning Commission for connectivity, answer the objections regarding level of service, and provide a middle-ground solution, the city staff recommendation is to provide a cart path connection between the two phases. This will provide the connectivity for amenity purposes but will limit the potential level-of-service disparity to the path system. Tyrone is developing a paved path system of their own and is currently registering golf carts for use on it. Plans for a joint-use permit proposal are in the works now, which would enable path users to benefit from both systems. As Mr. Halligan has indicated, the second phase would not be constructed for some time and would allow for resolution of the cart path use concerns.

Therefore, city staff is recommending that the request for a road connection be denied but that authorization be granted to pursue the cart path connection with the future phase.

Attachments

"A" – Unapproved Excerpt from Minutes – Planning Commission, July 8, 2002
"B" - Memo – Fire Chief Stony Lohr, Automatic & Mutual Aid, July 16, 2002

UNAPPROVED EXCERPT FROM MINUTES

OF PLANNING COMMISSION MEETING

JULY 8, 2002

WORKSHOP DISCUSSION

Consideration of Proposed Internal Road Connection from Maple Shade Subdivision (Crabapple Lane) to Adjoining Subdivision in Tyrone.

Mr. Saunders stated that this would not be an action item for the Planning Commission. A draft of the minutes for this agenda item would include any comments and/or concerns expressed during this workshop and would be forwarded to City Council. They would make the final decision relative to the proposed internal road connection.

Mr. Jimmy Halligan of Hyland Developers was in attendance to present their proposal to connect the Maple Shade Subdivision on Crabapple Lane to an adjoining subdivision in Tyrone. Mr. Halligan stated that he did not realize this would have to go to Council since he considered this to be a "slight engineering change" to combine Phases 1 and 2 of this development. He noted that when he developed Fairfield and Kedron Estates Subdivisions, he was required to make a connection so he thought this would be an acceptable proposal.

Mr. Halligan explained that Phase 1 of the Maple Shade Subdivision was located within the city limits of Peachtree City. During the process of finalizing the engineering for Phase 1, he had purchased an additional 88 acres. He noted that the newer property had been rezoned to one-acre lots, the same lot size required for the property in Peachtree City. He stated that Phase 1 included 45 lots, and Phase 2 would have 52-54 lots.

Mr. Halligan thought that connecting these two developments would be advantageous to the future residents of the subdivision and would provide access to the amenity area which would include a swimming pool and a lake. In response to a question from Mr. Buckley, Mr. Halligan stated that since the lake was in Tyrone, the amenity area would also be located in Tyrone. He also said that he would not be able to provide the same type of amenities if there were two separate subdivisions, and the homeowners would lose.

Mr. Saunders noted that if this entire subdivision were within the city limits of Peachtree City, it would be a connected development. Mr. Halligan stated that the option had been presented to annex Phase 2 or to de-annex Phase 1 into Tyrone. Tyrone was in favor of doing either, but it was felt the proposal would meet resistance in Peachtree City so the option of connecting the phases was presented.

Mr. Ames asked whether these homes would be on a sewer system. Mr. Halligan stated that none of them would be on sewer. He was certain that the lots within Peachtree City were not within 500 feet of a sewer line, and Tyrone did not have sewer service.

In response to a question from Mr. Payton, it was noted that the entrance to Crabapple School would be directly across the street from this development. Mr. Halligan also pointed out that connecting the subdivisions could possibly reduce the congestion at Crabapple Lane and GA 74.

Dr. Schumacher felt there would be a lot of cut-through traffic to get to the school. However, Mr. Halligan felt the speed limit and the design of the roads would tend to discourage cut-through traffic.

Mr. Halligan noted that Tyrone had a cart path system that he hoped to connect to. Mr. Saunders pointed out that this would be the first connection between Peachtree City and Tyrone's cart paths. Mr. Rast explained that at the time Jefferson Woods Subdivision was developed in Fayette County, John Wieland requested that it be connected to The Preserve Subdivision; however, City Council denied that request. Mr. Rast did not think there were any subdivisions in the City that connected to subdivisions outside the City.

In response to a question from Mr. Buckley regarding the fears that had been expressed relative to cut-through traffic, Mr. Rast pointed to the traffic problems that had been created when roads such as Golfview Drive and Planterra Way connected two developments. He also noted that Mr. Satterfield from the Fayette County Board of Education indicated the boundaries for the Crabapple Lane School included a significant portion of the southern area of Tyrone. A map that had been prepared by Mr. Besseche showed that this would be a direct shot from Old Senoia Road through these two subdivisions into Crabapple Lane and the school. Mr. Rast felt the cut-through traffic was the major downfall of connecting these two subdivisions. He felt that a path system would be effective in tying the residents in this subdivision to the amenity package in the Tyrone subdivision. This was the means by which the residents of another subdivision in Peachtree City, The Oaks in Timberlake, accessed their amenities which were located in Timber Walk and Timber Ridge Subdivisions in Fayette County.

Mr. Payton pointed out that St. Marlowe on the north side of Atlanta was testing speed humps in their gated community. He noted that it definitely was a detriment to speed through there. He also felt the traffic would increase if the subdivisions were connected.

Mr. Doug Dillard from Dillard and Galloway, Mr. Halligan's attorney, was also in attendance. He pointed out that most planners thought a grid system was preferable to cul-de-sacs and that inter-parcel access should be required. He agreed that there would be cut-through traffic but felt that because this would be a neighborhood school, the traffic would be from the immediate area. Mr. Dillard further stated that the public safety issues should be controlling. He and Mr. Halligan felt this would be good planning and that the future residents of these subdivisions would want the connectivity.

Mr. Saunders asked Mr. Rast what negatives Staff had seen relative to connecting these two subdivisions. Mr. Rast stated that the main drawback was the cut-through traffic, but he also felt the roads could be designed in such a way to minimize the amount of that traffic. Since a portion of the subdivision was still under construction, it would be possible to incorporate traffic-calming devices in the design of the roads.

Mr. Saunders said there should be a clear delineation between Tyrone and Peachtree City and that signs would be required. Mr. Halligan stated that none of the lots would straddle the city limits and that there would be agreements between the different jurisdictions in order to provide service to this area. He also stated that he would make sure the street names and numbering were significantly different to eliminate confusion.

Mr. Halligan noted that Tyrone had approved the plan with the connectivity. He said he would discuss possible traffic-calming features with Mr. Rast prior to presenting this item to City Council.

Mr. Buckley felt the EMS argument was compelling; but beyond that, every benefit was for Tyrone and Hyland Developers rather than the residents of Peachtree City. In response to this observation, Mr. Halligan said if the City wanted to de-annex this area, Tyrone would be happy to take it.

Mr. Ames saw this as an opportunity to work with Tyrone. Dr. Schumacher thought the lack of EMS agreements was something that should be addressed as a municipality.

Mr. Rast asked whether the homes in Phase 2 would be the same type as those that had been built in Phase 1. Mr. Halligan stated that this would be one subdivision; the same builders would carry their products into the second phase, there would be one home-owners association, and the minimum square footage would be the same. He said that when completed, it would feel like one subdivision.

The Commissioners agreed that the overwhelming advantage to combining the subdivisions would be the improved emergency medical service that could be provided to residents in the area.

After discussion, the consensus of the Commission was in favor of the proposed internal road to connect the two subdivisions.

CITY OF PEACHTREE CITY
INTER-OFFICE MEMORANDUM

TO: Peachtree City Planning Commission

VIA: Director of Developmental Services, ATTN: Mr. Jim Williams

FROM: Stony Lohr
Fire Chief

DATE: July 16th, 2002

SUBJECT: Fire Department Services, Automatic and Mutual Aid

We are providing the following emergency services information that hopefully may help during discussions regarding the Maple Shade subdivision on Crabapple Road.

Mutual Aid. We have and continue to willingly provide mutual aid to other jurisdictions, particularly with Fayette County and Coweta County per our written agreements. Mutual Aid is aid provided to another jurisdiction when it encounters a situation for which its internal resources are inadequate. This typically occurs because of the large size of an incident, multiple incidents occurring simultaneously, or when there is need of specialized resources. Such aid is provided upon request, and within our available resources at the time of the request. Mutual aid is provided at no charge to the receiving jurisdiction. Persons who use EMS services receive a bill according to our standard rates. Responsible parties/companies for hazardous materials incidents are billed for services rendered and materials used.

Automatic Aid. We have not entered into any agreements that would be detrimental to the level of service of Peachtree City. Automatic aid is response and aid provided just as if the area was within Peachtree City. Regardless of our resources at the time, we commit to respond to it as if it was Peachtree City. Areas of automatic aid are counted against the City and its grading, evaluation and services just as if we owned the area, but without receiving any benefits. Automatic aid is typically used by jurisdictions that have irregular borders where there are areas to which each jurisdiction can respond more quickly than the jurisdiction to which it belongs. In such situations, automatic aid provides optimum response and each jurisdiction is essentially paid in kind. It provides emergency service to some external areas; it receives emergency service to some of its own areas that are not well covered. Any other automatic aid agreement would require an agreement to pay for staffing, equipment, supplies and resources needed to support this increased level of service.

Other Aid. In the event that citizens report or we otherwise become aware of serious incidents in proximity to our stations, we will respond to initiate actions to save life and protect property pending the arrival of emergency services from the appropriate jurisdiction.

Attachment "B"

Hyland Developers, Inc.
P. O. Box 3510
Peachtree City, Georgia 30269
770-487-1673 Fax 770-486-0718

SENT VIA FACSIMILE 770-631-2505

August 6, 2002

City of Peachtree City
151 Willowbend Drive
Peachtree City, GA 30269

Attn: **Ms. Pam Dufresne**

Re: **Agenda – City Council – August 15, 2002**

Dear Ms. Dufresne:

We are hereby requesting the following issue be added to the agenda for the City Council Meeting on Thursday, August 15, 2002.

> **The connection of the Maple Shade Subdivison located in Peachtree City to the proposed adjacent new subdivision (Adam's Property) located in Tyrone.**

Please let me know if you need additional information.

Sincerely,

Jimmy Halligan,
President

Town of Tyrone

Incorporated 1911

Sheryl Lee
Mayor

August 15, 2002

Jimmy Halligan
Hyland Developers, Inc.
P.O. Box 3510
Peachtree City, Ga. 30269

Dear Mr. Halligan:

This is to confirm our telephone conversation concerning your proposed Maple Shade Subdivision development that is located jointly in Tyrone and Peachtree City. On June 20, 2002 the Town Council of Tyrone rezoned a tract of property within Tyrone from AR to R-48 for the development of the subdivision. During the rezoning process a proposed subdivision layout was submitted. This proposed layout contained a street that connected the Tyrone portion of the proposed subdivision to the Peachtree City portion of the proposed subdivision. During the public hearing on the rezoning request the Mayor and Council, Planning Commission, and staff expressed concern about the subdivision being located within two municipal jurisdictions from a service delivery standpoint. At the hearing before the Mayor and Council you committed to work with Tyrone towards a resolution of the two-jurisdiction service delivery issue. The Town did not taken any action nor give any guidance on the proposed layout of this subdivision.

Enclosed is a copy of the Council minutes for your use. If you have any questions, please give me a call.

Sincerely,

TOWN OF TYRONE

Barry G. Amos, P.E.
Town Manager

Cc: Mayor and Town Council
Jim Basinger

Town Manager
Barry G. Amos

881 Senoia Road • Tyrone, GA 30290
Phone (770) 487-4038 • Fax (770) 487-4529
www.tyrone.org

Assistant Town Manager
Town Clerk
Valerie C. Fowler

PUBLIC HEARING ON LAND USE MAP AMENDMENT FROM 1.1 TO 1.3 AND REZONING FROM AR TO R-48 SUBMITTED BY HYLAND DEVELOPERS:
Mr. Doug Dillard representing Hyland Developers stated they were requesting rezoning on a tract of property for a subdivision. This subdivision would be located in both Peachtree City and Tyrone. He acknowledged that there could be some concern about safety but he felt that it could be addressed with intergovernmental agreements. He did explain that they did not have any problem with the subdivision being located in one jurisdiction but that they did not want to be delayed. He stated that they would prefer that the property not be annexed into Peachtree City. However, they are willing to work with the Town to try and de-annex the existing portion located in Peachtree City into Tyrone. Ms. Richardson opened the floor for public comment. No one from the public spoke in favor or opposition to their request. Ms. Richardson closed the Public Hearing. Mr. Cannon asked Mr. Dillard if the he would coordinate with the Town for a de-annexation request. Mr. Jimmy Halligan with Hyland Developers stated he would coordinate with the Town's efforts but did not want to initiate the request. Mr. Amos stated in his staff report he had talked with Peachtree City and they were not interested in de-annexation of the land. Approval was recommended by Mr. Amos with the following conditions:

- This project should be tied into the Town's multi-use path system. A multi-use path to Market Hill would make this connection.
- The ownership of Adams Lake should be defined.

Motion to approve land use map amendment from 1.1 to 1.3 was made by Mr. Letourneau, seconded by Mr. Cannon and unanimously approved. Motion to rezone property from AR to R-48 subject to above stated conditions was made by Mr. Letourneau, seconded by Mr. Bogenschutz and unanimously approved.

RESOLUTION CONSENTING TO CHANGE OF CONTROL OF THE CABLE FRANCHISEE FROM AT&T CORP. TO AT&T COMCAST CORPORATION:
Andy Mackey with AT&T stated that AT&T had created a new company AT&T Comcast and this resolution was the Town's consent to transfer the franchise rights to this new company. Mr. Amos stated in his report he recommends approval. Motion to approve was made by Mr. Letourneau, seconded by Mr. Cannon and unanimously approved.

CONSIDERATION OF AT&T FRANCHISE AGREEMENT: Mr. Amos stated that this franchise agreement provided the Town with more control than the previous agreement. He stated that it did provide the Town with access to a public service channel but that it would be shared with Peachtree City. Mr. Amos stated that it would be his recommendation that the Council require AT&T to provide the Town with an exclusive channel. The Council voiced concern about sharing an access channel with Peachtree City. Mr. Mackey stated that this was discussed earlier and he thought this would be acceptable. He went on to assure the Council that the Town would have access and that any improvements to the system would not restrict the Town's access. Mr. Mackey stated they had his word we would get our own channel eventually. Motion to approve agreement as submitted was made by Mr. Letourneau, seconded by Mr. Cannon and unanimously approved.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jane Miller**

FROM: **Jane Miller**

DATE: **August 30, 2002**

SUBJECT: **Golf Cart Ordinance Amendments**

At the last City Council meeting, Council discussed and took action on a number of changes to the current golf cart ordinance. The City Attorney has drafted those changes in ordinance form and they are attached for your review and action at the September 5 Council meeting.

/jsm

Attachment

ORDINANCE NO. ______

AN ORDINANCE TO AMEND SECTIONS 78-92, 78-93, AND 78-96 OF THE PEACHTREE CITY CODE OF ORDINANCES TO AMEND THE REGISTRATION REQUIREMENTS OF MOTORIZED CARTS, AMEND THE LIST OF PERSONS PERMITTED TO OPERATE MOTORIZED CARTS ON THE RECREATIONAL PATHS OF THE CITY, AMEND THE LIST OF HAZARDOUS ACTIVITIES AND SPECIAL RULES FOR MOTORIZED CARTS WHILE OPERATING ON THE RECREATIONAL PATHS AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 78-92(a) of the Peachtree City Code of Ordinances be deleted and a new Section 78-92(a) be added in its place as follows:

(a) *Motorized carts.* It shall be the duty of every owner of a motorized cart that is operated over the recreation paths and streets and those areas accessible by the public to register the cart with the city within ten business days of the date of purchase. Two 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 police department. The decals must be affixed to the sides of the cart in such a manner as to be fully visible at all times. The registration fee for motorized carts owned by city residents shall be $10.00, and the registration shall be effective until such time as the cart is sold or otherwise disposed of. An annual registration/user fee of $60.00 shall be charged to nonresidents of the city. The nonresident fee is due by January 31 each year until such time as the cart is sold or otherwise disposed of. This nonresident registration/user fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership, unless the nonresident had previously paid the registration/user fee the same calendar year, in which case a one-time transfer fee of $5.00 would be applicable. 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 $5.00 and if the new owner is not a city resident, the nonresident registration/user fee for the balance of the year shall be due from the new owner. If the registration is not transferred within ten business days, a $20.00 penalty will be applied in addition to the $5.00 transfer charge; and the cart shall be considered an unregistered cart after the ten business day period

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Sections 78-93(a) - (c) of the Peachtree City Code of Ordinances be deleted and new Sections 78-93(a)-(c) be added in their place as follows:

(a) Those persons who are 16 years of age and older may drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city unless such person has had his or her license to operate a motor vehicle suspended or revoked by the state which issued said license in which case such person shall not be permitted to operate a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city during the time of suspension or revocation.

(b) Those persons who are 15 years of age but not yet 16 years of age may drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city:

(1) if he or she does not have in his or her possession a valid instructional permit issued by the State of Georgia pursuant to O.C.G.A. Section 40-5-24, as may be amended, and has not had his or her instructional permit suspended or revoked, then he or she shall be accompanied in the front seat by a person at least 18 years of age who holds a valid motor vehicle driver's license or he or she shall be accompanied in the front seat by a parent, grandparent or legal guardian; or

(2) if he or she has in his or her possession a valid instructional permit issued by the State of Georgia pursuant to O.C.G.A. Section 40-5-24, as may be amended, and is unaccompanied by a licensed driver as provided in section (b)(1), or is unaccompanied by a parent, grandparent or legal guardian as provided in section (b)(1), then he or she may be accompanied in the vehicle by up to one other person who must be at least 15 years of age;

(c) Those persons who are 12 years of age but not yet 15 years of age may drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city if they are accompanied in the front seat by a parent, grandparent or legal guardian.

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 78-96 of the Peachtree City Code of Ordinances be amended and a new Section 78-96(k) be added as follows:

(k) All operators and passengers must remain seated at all times during the operation of the golf cart. No person may sit on the operator's lap during the operation of the golf cart.

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

(Signatures appear on the following page)

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

____
Mayor

____

____

____

____
City Council

_______________________________Attest
City Clerk

To the editor:

Safety is commonsense, but sometimes it helps for someone to call our attention to problems or dangers that we have not considered but should have. That is the reason the golf cart regulations have been currently updated. Someone recognized a problem and worked to fix it. The law of unintended consequences can create new problems when all you meant to do was correct the original one.

On September 5 the Peachtree City Council will vote on the final wording of the changes to the golf cart regulations passed at the August 15th meeting.
They are an important first step but the job is not finished yet.

We would like parents to also have the ability to permit their 15 year old teens to drive with their siblings in order to help with the responsibility of transporting them to their activities. Driving unsupervised should allow teens to take on more responsibilities, not just for their own fun or activities. The parents should be the ones to determine when their teen is ready for this additional responsibility. As a teen when I was handed the keys to the family car along with it came the grocery list, the dry cleaning receipts and the admonition not to be late when I dropped off or picked up my younger sisters at their school or activities. Our regulations need to allow additional responsibilities along with the additional freedoms.

Requiring a learner's permit is an appropriate first step. It means each teen has already passed the test on the automobile driver's handbook, but it only permits supervised driving. If we are permitting teens to drive our golf carts unsupervised at 15 that requires an additional level of responsibility. Responsible teen drivers have never been the problem. The problem has always been the irresponsible drivers (of any age) and their driving to impress (themselves or their friends) that puts others at needless risk and that is what has not yet been addressed.

It must be the responsibility of the parent to determine when their teen has reached the needed level of good judgement and respect for others necessary to keep our path system safe for all. It is not the ability to turn the steering wheel or press the accelerator that should determine when a teen will drive unsupervised. It should be the level of responsibility already shown by that teen in their actions and choices that determines the timing and that is what too often does not happen. This is the core problem.

It is the parent who caves in under the pressure of too little time and a persistent teen who insists that they are ready to drive unsupervised. They hand the keys over when they really know they should not and once done it is even harder to deny that privilege next time. A prime example of that is the otherwise law abiding parents who gave their teens (responsible or not) the keys when it was against the law to do so. Imagine the struggle faced by the parent of the immature or not yet responsible but strong willed teen caught in the same time crunch. It is too easy to just hand over the keys and possibly let someone else pay the consequences of an irresponsible teen terrorizing our paths. That is the real problem and it has not yet been dealt with. Now, we can take the lazy route and say it is just the parents' problem but the reality is that it is a problem for anyone in their way on our paths. It is up to us to do what we can to protect ourselves. The way to do this is to help the parents of all teens to recognize the signs they need to see as established patterns that indicate the teen who is ready for this freedom

Just require parents to stop and think one more time before they hand over the keys to a golf cart. Require the parent and the teen to sign a checklist or permission form that verifies in writing that their teen meets this minimum standard. The really important part of this requirement is to move the pressure from the parent to where it really belongs, on the teen. It should be the teen's responsibility to show their parent through their actions and choices that they are mature and responsible enough to handle this freedom. All the parent is responsible for is to verify it. In our very busy world too many parents are caving in and this is a way we can at least have them see the standard of what a responsible 15 year old teen in our community should be held to.
It will allow the parent to say to their teen, "this is the standard required. When you show me you have met it, I will sign it, but not until then."

This will take the responsibility, recently needlessly placed too much on our police department and place it more clearly where it belongs, on the teen and their parents. Let's return the police to a supporting role, initially informing and then to the back-up position, to be there when the first two fail.

PTC Golf Cart Checklist of Responsibility

1. Does this person show the needed level of responsibility in their actions and choices by using good judgement and respecting the rights of others?
2. Can this person be trusted not to endanger others by showing off?
3. Has this person read the rules involved in driving a golf cart on the Peachtree City path system and understand them?
4. Is this person familiar with the safe use of this particular cart, the emergency brake and its release, removing the key, and parking in neutral?

As the parent/legal guardian of ______________________________, in my opinion, he/she has already shown through his/her actions and choices to be responsible enough to drive a golf cart in Peachtree City:

This will be signed by the parent and the teen. Any additional information requested by the police department could be added. A golf cart license will then be filled out by the applicant and carried by the teen with their learner's permit. This would be evidence of the trust their parent has in their judgement.

The check list/permission form and teen golf cart license is our best solution. But if you can come up with something better, we will happily support it. Doing nothing is not an acceptable option, nor is doing half the job. Let's stop ignoring the real problem and try to fix it.

Kathleen Cheney

Kathleen Cheney
24 Parkgate Lane
Peachtree City, GA 30269
(770) 631-3529

P.S. The wording was added to allow grandchildren to drive with their grandparents, but not to include other authorized adults. I don't understand why I can authorize surgery for my sister's child with a medical release form when he stays with me, but not have him drive my golf cart with me when he visits at the age of 12 to 14. Could the words "or other adults so authorized by the parent" or something to that extent be added to the current wording along with the grandparents?

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **City Clerk**

DATE: **August 29, 2002**

SUBJECT: **Alcohol License – NEW – Wal-Mart Supercenter #3461**

Wal-Mart Supercenter #3461, a retail discount merchandiser with a full line grocery located at 2717 Highway 54 West has submitted an application to sell alcoholic beverages. Mr. David Bullington has asked to be appointed as the Licensee. Mr. Randall "Randy" Willis has requested he be appointed as the License Representative. The application and affidavits are attached for your review.

Mr. Willis will be present at the meeting on Thursday, September 5th, to answer any questions you may have.

:pd

Attachments

Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

David Lee Bullington
Name

11473 Peach Orchard Road   Bentonville, AR 72712
Address

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

James V. Murray
Signature

August 20, 2002
Date

Major R.M. DuPree
Witness

Peachtree City
Georgia

State of Georgia

City of Peachtree City:

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

Randall Michael Willis
Name

806 Highway 154 Sharpsburg, GA 30277
Address

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

James V. Murray
Signature

August 20, 2002
Date

Major R. M. DuPree
Witness

151 Willowbend Road • Peachtree City, Georgia 30269 • (404) 487-7657

CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Wal-Mart Stores East, LP dba Wal-Mart Supercenter #3461	**Business Location:** 2717 Highway 54 West, Peachtree City, Ga	
Nature of Business: Retail discount merchandiser with a full line grocery.	**Mailing Address:** 702 S.W. 8th Street Bentonville, AR 72716-0555	**Business Phone Number:** 770/632-6373
Name of Licensee: David Bullington	**Home Address:** 11473 Peach Orchard Road, Bentonville, AR 72712	**Home Phone Number:** 479/277-2768
Name of License Representative: David Bullington	**Home Address:** 11473 Peach Orchard Road, Bentonville, AR 72712	**Home Phone Number:** 479/277-2768

Please indicate type of license applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
	Malt Beverage	x	**Malt Beverage**		**Malt Beverage**
	Wine	x	**Wine**		**Wine**
	Distilled Spirits		**Distilled Spirits**		**Distilled Spirits**

Please complete all of the below (Use separate sheet if necessary):

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
See attached officer list.		

Is any person who owns an interest in the license an employee of the City of Peachtree City? No

OFFICERS AND DIRECTORS

NAME AND TITLE	RESIDENCE ADDRESS	SSN AND DATE OF BIRTH
H. Lee Scott, Jr. President & CEO Director	61 Champions Boulevard Rogers, AR 72758 501/273-5679	513-56-7882 3-14-49
David L. Bullington Vice President of Tax	11473 Peach Orchard Road Bentonville, AR 72712	421-74-8731 3-12-54
Rick W. Brazile Vice President of Financial Analysis	25 Stonehenge Drive Bentonville, AR 72712 501/273-5143	451-06-1415 4-29-56

The above officers/directors own less than 1% stock of Wal-Mart Stores, Inc., a public corporation.

The above officers/directors are those designated authority for all licensing matters and serve in the capacity as listed above for Wal-Mart Stores, Inc., Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Wal-Mart Louisiana, LLC, Sam's East, Inc. and Sam's West, Inc.

WSE Management, LLC and WSE Investment, LLC own the limited and general partnership interest in Wal-Mart Stores East, LP.

WSE Management, LLC - General Partner - 1%
WSE Investment, LLC - Limited Partner - 99%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: August 29, 2002

SUBJECT: Change in License Representative – Ruby Tuesday

A request for a change in the License Representative has been submitted for Ruby Tuesday, Inc., d/b/a Ruby Tuesday #2678. Ms. Mary Ann (M.A.) Milliken has requested to be appointed as the License Representative. The application and affidavit are attached for your review.

Ms. Milliken will attend the September 5th Council meeting to answer any questions you may have.

JSM:pd

Attachments

Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Mary Ann Milliken
Name

508 Lakeside Way Newnan, GA 30265
Address

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

James V. Murray
Signature

August 2, 2002
Date

Major Mike Dutro
Witness

CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Ruby Tuesday, Inc. d/b/a Ruby Tuesday #2678	**Business Location:** 100 Peachtree Parkway South	Peachtree City, GA 30269
Nature of Business: Full service restaurant	**Mailing Address:** Ms. Janet Rakestraw Ruby Tuesday, Inc. 7420 Hitt Road, Suite A Mobile, AL 36695	**Business Phone Number:** 770-487-0909
Name of Licensee: Robert D. McClenagan	**Home Address:** 1503 S. Court Street Maryville, TN 37803	**Home Phone Number:** 251-928-3971
Name of License Representative: Mary Ann Milliken	**Home Address:** 508 Lakeside Way Newnan, GA 30265	**Home Phone Number:** 678-423-8858

[illegible]

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
X	Distilled Spirits		Distilled Spirits		Distilled Spirits

[illegible]

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the Individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for Individuals listed:
See attached		

Is any person who owns an interest in the license an employee of the City of Peachtree City? No

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **August 30, 2002**

SUBJECT: **Lease with Southern Conservation Trust and Development Authority**

Attached is the proposed lease agreement with the Southern Conservation Trust (SCT) and the Development Authority for occupying the old recreation administration building. This lease agreement was prepared by the City Attorney. For the past several years the SCT has occupied the building. This lease provides for joint use of the building with the Development Authority and will allow the amphitheater offices to be moved to the building. This provides more space for the amphitheater staff and will free up the office space currently being used by them in the Recreation Administration Building.

Both SCT and Development Authority representatives have reviewed the lease and are in agreement with the terms. Representatives will be in attendance at the Council meeting should you have any questions about their use of the building.

/jsm

Attachment

LEASE

Between The City of Peachtree City, LANDLORD,
and Southern Conservation Trust, Inc.,
and The Development Authority of Peachtree City, TENANTS

This lease is made and entered into by and between The City of Peachtree City, referred to in this lease as landlord, whose address is 151 Willowbend, Peachtree City, Georgia 30269 in Fayette County, and The Southern Conservation Trust, Inc., whose address is 201 McIntosh Trail, Peachtree City, in Fayette County, and The Development Authority of Peachtree City, whose address is P.O.Box 2301, Peachtree City in Fayette County, referred to in this lease jointly and severally as tenants.

Section One: Definitions

1. Specific Definitions. As used throughout this lease, the following terms have the following meanings:

   a. Landlord: The City of Peachtree City

   b. Tenants: Southern Conservation Trust, Inc., and Development Authority of Peachtree City

   c. Building: The former recreation building, located at 201 McIntosh Trail, Peachtree City, Georgia 30269 in Fayette County which is utilized by tenants.

   d. Premises: The portion of the building which each tenant occupies exclusively and that portion of the building which tenants occupy jointly as shown on **Exhibit "A."**

   e. Purpose: The operational office for conducting the business of tenants, for meetings with the members of tenants, for meetings with the general public, and for all other lawful purposes.

   f. Renovations: Repairs or improvements to the Building that the landlord agrees to perform at its sole cost and expense, which repairs and improvements are set forth in **Exhibit "B."**.

   g. Tenants' Notice Addresses:

Southern Conservation Trust, Inc. 201 McIntosh Trail Peachtree City, Georgia 30269	The Development Authority of Peachtree City P.O. Box 2301 Peachtree City, Georgia 30269

h. Term: The initial term shall terminate absolutely and without further obligation on the part of the landlord at the close of this calendar year; however, this lease shall be automatically renewed for ten consecutive calendar years terminating on December 31, 2012, unless either party provides at least 60 days written notice to all other parties prior to the end of any calendar year that it is terminating the lease, in which case the lease shall be terminated at the end of the calendar year. This multi-year lease does not create any monetary obligation on the part of the landlord and landlord is not acquiring any supplies, materials, equipment, or other personal property hereunder.

i. Base Rental: $1.00 per month provided that tenants comply with all other requirements of this lease.

2. General Definitions. As used throughout this lease, the following words have the meanings set out after such words, unless the context in which they appear clearly indicates otherwise.

a. Alteration: Any addition or change to, or modification of, the premises made by tenants after any initial fixturing period, including, without limitation, the installation of fixtures, tenants' trade fixtures, and tenants' improvements as defined in this lease.

b. Authorized representative: Any officer, agent, employee, or independent contractor retained or employed by any party, acting within the authority given him or her by that party.

c. Damage: Death, injury, deterioration, or loss to a person or injury, deterioration, or loss to property caused by another person's acts or omissions.

d. Damages: Monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to the person, property, or rights of such person through another's act or omission.

e. Destruction: Any damage, as defined in this lease, to or disfigurement of the premises.

f. Encumbrance: Any deed of trust, mortgage, or other written security device or agreement affecting the premises, and the note or other obligation secured by it.

g. Expiration: The coming to an end of the time specified in the lease as its duration, including any extension of the term, if applicable.

h. Good condition: The good physical condition of the premises and each portion of the premises, including, without limitation, signs, windows, appurtenances, and tenants' personal property as defined in this lease. "In good condition" means first class, neat, and broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

i. Hold harmless: To defend and indemnify from all liability, losses, penalties, damages as defined in this lease, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined in this lease, to any person or property.

j. Law: Any judicial decision, constitution, statute, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body.

k. Lender: Beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined in this lease.

l. Lien: Charge imposed on the premises by someone other than landlord, by which the premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.

m. Maintenance: Repairs, replacement, repainting, and cleaning of the premises and all other portions of the building occupied by tenants.

n. Person: One or more human beings or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

o. Provision: Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by any party.

p. Rent: Base rental, additional rental, prepaid rent, security deposit, and other similar charges payable by tenants to landlord.

q. Restoration: Reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the premises and other property to substantially the same physical condition as they were in immediately before the destruction.

r. Successor: Any assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of any party.

s. Tenants' improvements: Any addition to or modification of the premises made by tenants before, at, or after commencement of the term, including, without limitation, fixtures (but not including tenants' trade fixtures, as defined in this lease).

t. Tenants' personal property: Tenants' equipment, furniture, merchandise, and movable property placed in the premises by tenants, including tenants' trade fixtures, as defined in this lease.

u. Tenants' trade fixtures: Any property installed in or on the premises by tenants for purposes of trade, manufacture, ornament, or related use.

v. Termination: The ending of the term for any reason before expiration, as defined in this lease.

Section Two: Delay in Delivery of Possession

If landlord is unable to deliver possession of the premises by the date specified for the commencement of the term as a result of causes beyond landlord's reasonable control, landlord shall not be liable for any damage caused for failing to deliver possession. Tenants shall not be liable for rent or other obligations under this lease until landlord delivers possession of the premises to tenants, but the term shall not be extended by the delay.

Section Three: Leasing and Payment of Base Rental

Landlord leases to tenants and tenants rent from landlord the premises for the term and for the rent as defined in Section One. In addition to any such rental, landlord shall perform the renovations described in **Exhibit "B"** as soon as reasonably possible after the execution of this lease. All such renovations shall be at landlord's sole cost and expense.

Section Four: Use of Premises

The premises are leased to the tenants for the purpose set forth in Section One, Paragraph 1, subparagraph e, and for no other purposes. Tenants shall coordinate and schedule all special events to be held outside of the premises and which involve a large group with the Peachtree City Recreation Department. This requirement is not intended to hinder tenants in conducting their activities, but is only intended to assist in the coordination of activities conducted by the Recreation Department, tenants, and others.

Section Five: Alterations, Mechanics' Liens

Tenants shall not make, directly or indirectly, any alterations without first obtaining the written consent of landlord. Any alteration shall become at once a part of the realty and belong to landlord subject, however, to landlord's right to require removal and restoration as provided in Section Fourteen of this lease. Tenants shall keep the premises and the building free from any liens arising out of any work performed, material furnished, or obligations incurred by tenants. Tenants agree that if tenants shall make any alterations of the premises, tenants will not take such action until five days after receipt by tenants of the written consent of landlord required by this section, in order that landlord may post appropriate notices to avoid any possible liability with respect to mechanics' liens or other such claims. Tenants shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work. Consent for such alterations shall not be unreasonably withheld by landlord.

Section Six: Work to Be Performed by Landlord

Other than the renovations as described and defined herein, Landlord shall not be required to perform any work upon the premises of any type or nature unless a special agreement to that effect is expressed in a rider attached to and forming a part of this lease and then only to the extent such work is set forth in the rider. This rider to be effective shall be signed by both landlord and tenants, and shall clearly identify its applicability to this lease.

Section Seven: Restrictions on Use

No use shall be made or permitted to be made on the premises, nor acts done, that will increase the existing rate of insurance upon the building, or cause a cancellation of any insurance policy covering the building, or any part of it, nor shall tenants sell, or permit to be kept, used, or sold, in or about the premises any article that may be prohibited by the standard form of fire insurance policies. Tenants shall, at tenants' sole cost and expense, comply with any and all requirements, pertaining to the premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances.

Neither tenant shall do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of the other tenant or occupants of the building or injure or annoy them, or use or allow the premises to be used for any immoral, unlawful, or objectionable purposes. No loudspeakers or other similar device, system, or apparatus which can be heard outside the premises shall, without the prior written approval of landlord, be used in or at the premises. Tenants shall not commit, or suffer to be committed, any waste upon the premises, or any nuisance (public or private) or other act or thing of any kind whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other tenants in the building.

Section Eight: Compliance with Law

Tenants shall, at their sole cost and expense, comply with all laws pertaining to tenants' use of the premises, and shall faithfully observe all laws in the use of the premises. The judgment of any court of competent jurisdiction, or the admission of tenants in any action or proceeding against tenants, whether landlord be a party to it or not, that tenants have violated any law in the use of the premises shall be conclusive of that fact as between duties of tenants under this provision shall include the making of all such alterations of the premises as may be required by law by reason of the particular manner or mode of use of the premises by tenants, or occasioned by reason of the failure of tenants to maintain or repair the premises as required under this lease.

Section Nine: Indemnity and Exculpations; Insurance

1. Exculpation and Indemnity of Landlord. Landlord shall not be liable to tenants for any damage to tenants or tenants' property, and tenants waive all claims against landlord for damage to person or property from any cause. Tenants shall hold landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises which arise from tenants' use thereof or anyone acting on behalf of or under the direction of tenants. The tenants' obligation under this section to indemnify and hold the landlord harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the landlord.

2. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person, or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, tenants' improvements, and alterations of either landlord or tenants in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any fire and extended coverage insurance policies carried by the parties and in force at the time of any such damage. Tenants shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against landlord in connection with any damage covered by any policy.

3. Insurance. Landlord shall maintain fire insurance on the building in the amount of $300,000.00. Tenants shall maintain general liability insurance in the amount of $1,000,000.00 per occurrence and such insurance shall include landlord as an additional insured.

Section Ten: Exclusive and Nonexclusive Use

Tenants shall have exclusive use of that portion of the building shown on **Exhibit "A"**, and nonexclusive use of the remainder of the Building and the Parking lot, walkways, lawns and other outdoor areas surrounding the Building. Landlord retains the authority to allow other persons to use the nonexclusive portion of the Building provided that landlord gives the tenants the right to approve and notice of such use, which such approval shall not be unreasonably withheld as long as those other persons are compatible with the activities of the tenants.

Section Eleven: Utilities

The Development Authority of Peachtree City shall pay all utility bills, including but not limited to, water, sewer, gas, electricity, fuel, light and heat bills for the Building.

Section Twelve: Personal Property Taxes

All property taxes assessed by any governmental body upon tenants' personal property and tenants' improvements shall be paid by tenants.

Section Thirteen: Repair

By taking possession of the premises leased under this lease, tenants accept the premises "AS IS." Tenants, at tenants' sole cost and expense, shall keep the premises and every part of it in good condition and repair (damage to it by earthquake, act of God or the elements excepted). Tenants waive all rights to make repairs at the expense of landlord as provided in any law, statute, or ordinance now or subsequently in effect. Upon the expiration or earlier termination of the term, tenants shall surrender the premises to landlord in the same condition as when the renovations set forth in **Exhibit "B"** have been completed, ordinary wear and tear and damage by earthquake, act of God or the elements excepted. No representations respecting the conditions of the premises or the building have been made by landlord to tenants except as specifically stated in this lease.

Section Fourteen: Restoration of Premises

Tenants agree that prior to the expiration of the term of the lease, or upon the earlier termination of the lease, or upon tenants' unlawful abandonment of the premises, whichever occurs first, tenants will leave the premises in the same condition as when the renovations set forth in **Exhibit "B"** have been completed (reasonable wear and tear, loss by earthquake, act of God or the elements excepted), and if tenants made any alteration or improvement of the premises, with or without landlord's consent as required by the terms of this lease, tenants will in all cases restore the premises substantially to their original condition as of the inception of the term of the lease (wear and tear, loss by earthquake, act of God or the elements excepted) except as required by City Council.

Section Fifteen: Entry by Owner

Tenants shall permit landlord and its authorized representatives to enter the premises at all reasonable times with twenty-four hours prior notice to tenants for purposes of inspection, maintenance, or making repairs or additions to, or alterations of, any other portion of the building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of non-liability for alterations or repairs, without any liability to tenants for any loss of occupation or quiet enjoyment of the premises occasioned by such acts.

Section Sixteen: Abandonment of Premises

Tenants shall not vacate or abandon the premises at any time during the term. If tenants abandon, vacate, or surrender the premises, or are dispossessed by process of law, or otherwise, any personal property belonging to tenants and left on the premises shall be deemed to be abandoned, and, at the option of landlord, such property may either be kept by landlord, sold at public auction for the landlord's benefit, or removed and stored in any public warehouse or elsewhere at the cost of and for the account of tenants.

Section Seventeen: Removal of Trade Fixtures of Tenants at End of Term

If tenants shall fully and faithfully perform all of tenants' obligations under this lease, then tenants may, and upon the request of landlord shall, remove all trade fixtures installed in the premises by tenants at the expiration or termination of the term of this lease, or any renewal of this lease, provided that such removal may be effected without damage to the premises.

Section Eighteen: Surrender of Lease

The voluntary or other surrender of this lease by tenants, accepted by landlord, or the mutual cancellation of this lease, shall not work a merger and shall, at the option of landlord, terminate all or any existing subleases or subtenancies or operate as an assignment to landlord of any or all of such subleases or subtenancies.

Section Nineteen: Assignment or Subletting

1. Tenants shall not assign this lease or any interest in it, and shall not sublet the premises or any part of it or any right or privilege appurtenant to this agreement or permit any other person (the agents and servants of tenants excepted) to occupy or use the premises or any portion of it without first receiving the written consent of landlord. Landlord agrees not to unreasonably withhold such consent but may, in lieu of granting such consent, terminate this lease. A consent to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any other or further assignment, subletting, or occupation, nor a waiver of the provisions of this section, except as to the specific instance covered by it. Any such assignment, subletting, or occupation without consent shall be void and shall at the option of landlord terminate this lease. This lease and any interest in it shall not be assignable as to the interest of tenants by operation of law without the written consent of landlord.

2. Either tenant shall have the right, in the event of a merger, consolidation, reorganization, or recapitalization, whether or not tenant survives as the surviving corporation, to assign or transfer this lease to the surviving corporation. Such right of assignment or transfer shall, however, be limited to an assignee whose book value is equal to or greater than the book value of such tenant at the time of such assignment or transfer. In the event either tenant contemplates making an assignment or transfer as provided in this section, such tenant shall give 30 days' notice to all other parties of its intent to make such assignment or transfer, and shall furnish to all other parties all pertinent information as to the book value of the proposed assignee. Upon assignment or transfer, as provided in this section, the liability of such tenant shall terminate and landlord shall look to the assignee for performance under this lease, provided such assignee agrees in writing to be bound by the terms and conditions of this lease as though an original signatory to this agreement.

3. Except as otherwise expressly provided in this lease, tenants shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease unless landlord consents.

Section Twenty: Transfer by Landlord; Release From Liability

In the event landlord shall sell or transfer the building or any part of it, and as a part of such transaction shall assign its interest as landlord in and to this lease, then from the effective date of such sale, assignment, or transfer landlord shall have no further liability under this lease to tenants except as to any matters of liability that have accrued and are unsatisfied as of such date, it being intended that the covenants and obligations contained in this lease on the part of landlord shall be binding upon landlord and its successors and assigns only during their respective periods of ownership of the fee or leasehold estate, as the case may be.

Section Twenty-One: Damage to or Destruction of Premises

In the event of a partial destruction of the building from any cause covered by landlord's or tenants' insurance, the holder of such insurance shall immediately repair such destruction, provided the cost of repair does not exceed the insurance proceeds and such repairs can be made within 60 days, but partial destruction shall in no way annul or void this lease, and tenants shall not be entitled to a proportionate reduction of rent while such repairs are being made. If partial destruction was caused by any risk not covered by landlord's or tenants' insurance, or if the cost of repair exceeds the insurance proceeds payable, landlord may, at its option, make such repairs, provided the repairs can be made within 60 days, and the lease shall remain in full force and effect. If the landlord does not elect to make repairs it is not obligated to make, or if such repairs cannot be made within 60 days, or if such repairs cannot be made under law, this lease may be terminated at the option of any party. In the event the building is destroyed to the extent of not less than thirty-three and one-third percent of the replacement cost of, landlord may elect to terminate this lease, whether the premises are injured or not and without liability to tenants. A total destruction of the premises, or of the building, shall terminate this lease. In the event of any dispute between landlord and tenants relative to the provisions of this section, they shall submit their dispute to arbitration in accordance with the rules of the American Arbitration Association, and the arbitration shall be final and binding upon both landlord and tenants, and the cost of such arbitration shall be borne equally between them.

Section Twenty-Two: Subordination to Security Deeds

This lease shall be subject and subordinate at all times to all ground and underlying leases which may now exist or subsequently be executed affecting the building and/or the land, and to the lien of any encumbrance in any amount or amounts whatsoever now or subsequently placed on or against the building and/or land or on or against any ground or underlying lease without the necessity of having further instruments on the part of tenants to effectuate such subordination. Notwithstanding the foregoing, tenants covenant and agree to execute and deliver upon demand such further instruments evidencing such subordination of this lease to such ground or underlying leases and to the lien of any such encumbrance as may be required by landlord. Tenants irrevocably appoint landlord the attorney-in-fact of tenants to execute and deliver any such instrument or instruments for or in the name of tenants. In the event of termination of any ground or underlying lease, or in the event of foreclosure or exercise of any power of sale under any encumbrance superior to this lease or to which this lease is subject or subordinate, tenants shall upon demand attorn to the lessor under such ground or underlying lease or to the purchaser at any foreclosure sale or sale pursuant to the exercise of any power of sale under any encumbrance, in which event this lease shall not terminate and tenants shall automatically be and become the tenants of such Lessor under such ground or underlying lease or such purchaser, whichever shall make demand for it.

Section Twenty-Three: Effect of Exercise of or Failure to Exercise Rights by Landlord

Neither the exercise of nor failure to exercise any right, option, or privilege under this lease by landlord shall prevent landlord from exercising any and all other rights, options, or privileges under this lease, nor shall such exercise or non-exercise relieve tenants from tenants' obligation to perform each and every covenant and condition to be performed by tenants under this lease, or from damages or other remedy for failure to perform or meet the obligations of this lease.

Section Twenty-Four: Waiver

The waiver by landlord of any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of such term, covenant, or condition, or of any other term, covenant, or condition of this lease. The acceptance of rent under this lease by landlord shall not be deemed to be a waiver of any preceding breach by tenants of any term, covenant, or condition of this lease other than tenants' breach in failing to pay the particular rent so accepted regardless of landlord's knowledge of such additional preceding breach at the time of the acceptance of such rent.

Section Twenty-Five: Notices

All notices to be given to tenants may be given in writing personally or by depositing the notices in the United States mail, postage prepaid, and addressed: if to tenants, at tenants' notice addresses as set forth in Section One, Paragraph 1, subparagraph g, or at such other place or places as tenants may from time to time designate in writing; if to landlord, at 151 Willowbend, Peachtree City, Georgia 30269, or at such other place or places as landlord may from time to time designate in writing.

Section Twenty-Six: Representations

This lease represents the entire agreement of the parties with respect to the parties' rights and duties under this lease. Tenants acknowledge that neither landlord nor any agent, servant, or representative of landlord, or any person purporting to act on landlord's behalf, has made any representation, warranty, or statement with respect to the amount of taxes that may or will be assessed against the premises or about the cost of any insurance required to be secured by tenant ase or any other matter relating to this lease that is not expressly covered in this respect to such matters, tenants are relying upon tenants' own independent ı and sources of information, and tenants expressly waive any right tenants might ıve under the law to rescind this lease or to claim damages by reason of the fact that r assessments or costs of insurance may be in excess of any sum deemed reasonable ır in excess of any amount tenants anticipated paying under this lease.

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Section Twenty-Seven: Time Is of the Essence

: is of the essence of this lease and each and all of its provisions.

Section Twenty-Eight: Entire Agreement; Amendment

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Section Twenty-Nine: Use of Definitions

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Section Thirty: Severability

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Section Thirty-One: Captions

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Section Thirty-Two: Binding Effect on Successors

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Section Thirty-Three: Applicable Law

lease shall be construed and interpreted in accordance with the laws of the State of

Section Thirty-Four: Singular and Plural

ɔlural shall be substituted for the singular or vice-versa, and the female for male or ′ place where the context may require such substitution.

such instrument or instruments for or in the name of tenants. In the event of termination of any ground or underlying lease, or in the event of foreclosure or exercise of any power of sale under any encumbrance superior to this lease or to which this lease is subject or subordinate, tenants shall upon demand attorn to the lessor under such ground or underlying lease or to the purchaser at any foreclosure sale or sale pursuant to the exercise of any power of sale under any encumbrance, in which event this lease shall not terminate and tenants shall automatically be and become the tenants of such Lessor under such ground or underlying lease or such purchaser, whichever shall make demand for it.

Section Twenty-Three: Effect of Exercise of or Failure to Exercise Rights by Landlord

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The waiver by landlord of any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of such term, covenant, or condition, or of any other term, covenant, or condition of this lease. The acceptance of rent under this lease by landlord shall not be deemed to be a waiver of any preceding breach by tenants of any term, covenant, or condition of this lease other than tenants' breach in failing to pay the particular rent so accepted regardless of landlord's knowledge of such additional preceding breach at the time of the acceptance of such rent.

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Section Twenty-Seven: Time Is of the Essence

Time is of the essence of this lease and each and all of its provisions.

Section Twenty-Eight: Entire Agreement; Amendment

This lease contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement.

Section Twenty-Nine: Use of Definitions

The definitions contained at the beginning of and in the text of this lease shall be used to interpret this lease.

Section Thirty: Severability

The invalidity, illegality, or unenforceability of any provision of this lease shall not render the other provisions invalid, illegal, or unenforceable.

Section Thirty-One: Captions

The table of contents and headings of the sections of this lease are descriptive and for convenience only, are not a part of this lease, and shall have no effect on the construction or interpretation of this lease.

Section Thirty-Two: Binding Effect on Successors

The provisions of this lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, and executors, of the parties.

Section Thirty-Three: Applicable Law

This lease shall be construed and interpreted in accordance with the laws of the State of Georgia.

Section Thirty-Four: Singular and Plural

The plural shall be substituted for the singular or vice-versa, and the female for male or neuter in any place where the context may require such substitution.

In witness whereof and with full authority to so act, the undersigned have affixed their hands and seals this _______ day of _________________________, 2002.

Landlord
THE CITY OF PEACHTREE CITY

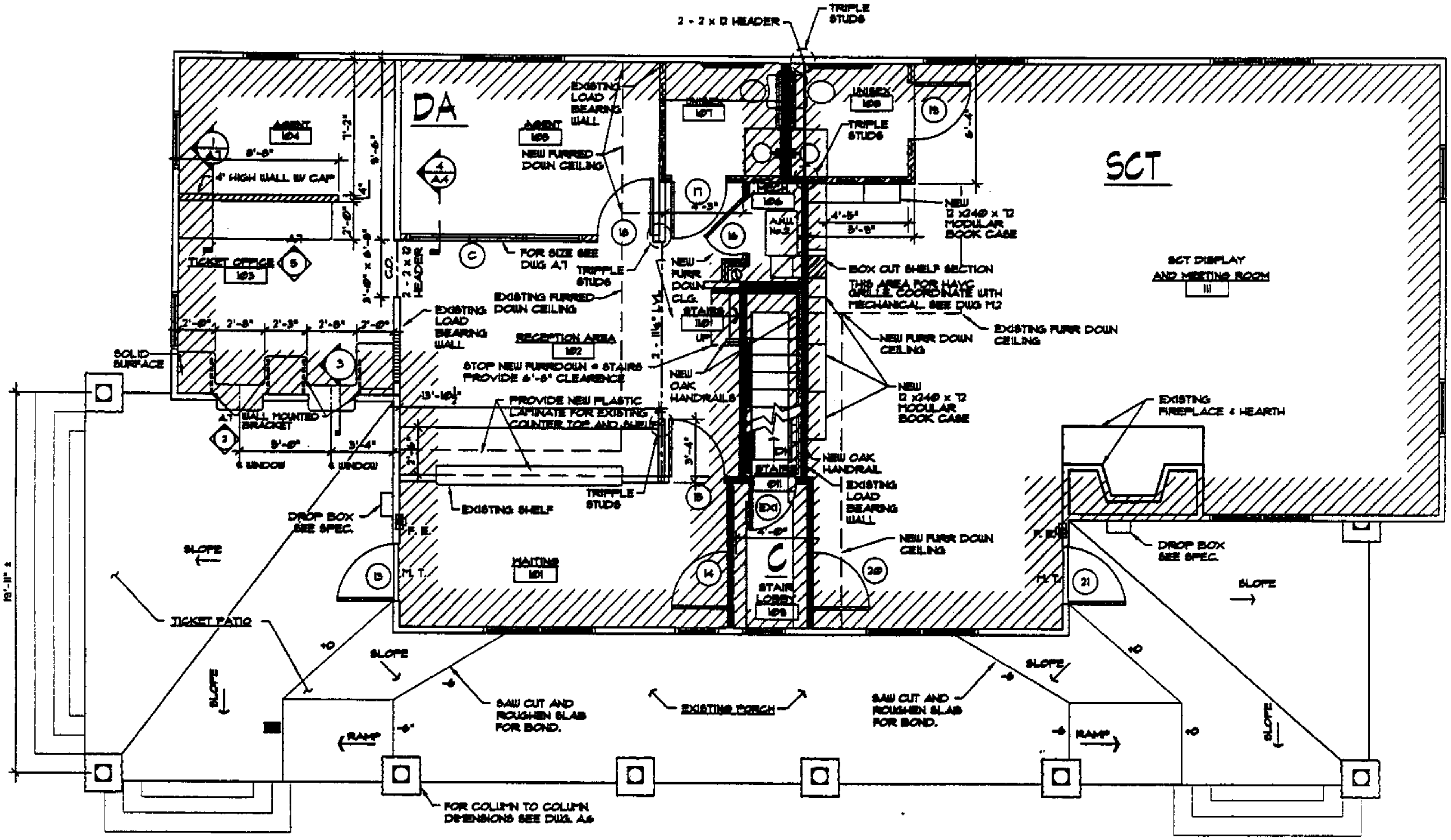
By: ________________________
Steven Brown, Mayor

Tenant
SOUTHERN CONSERVATION TRUST, INC.

By: ____________________________
President

Tenant
THE DEVELOPMENT AUTHORITY OF PEACHTREE CITY

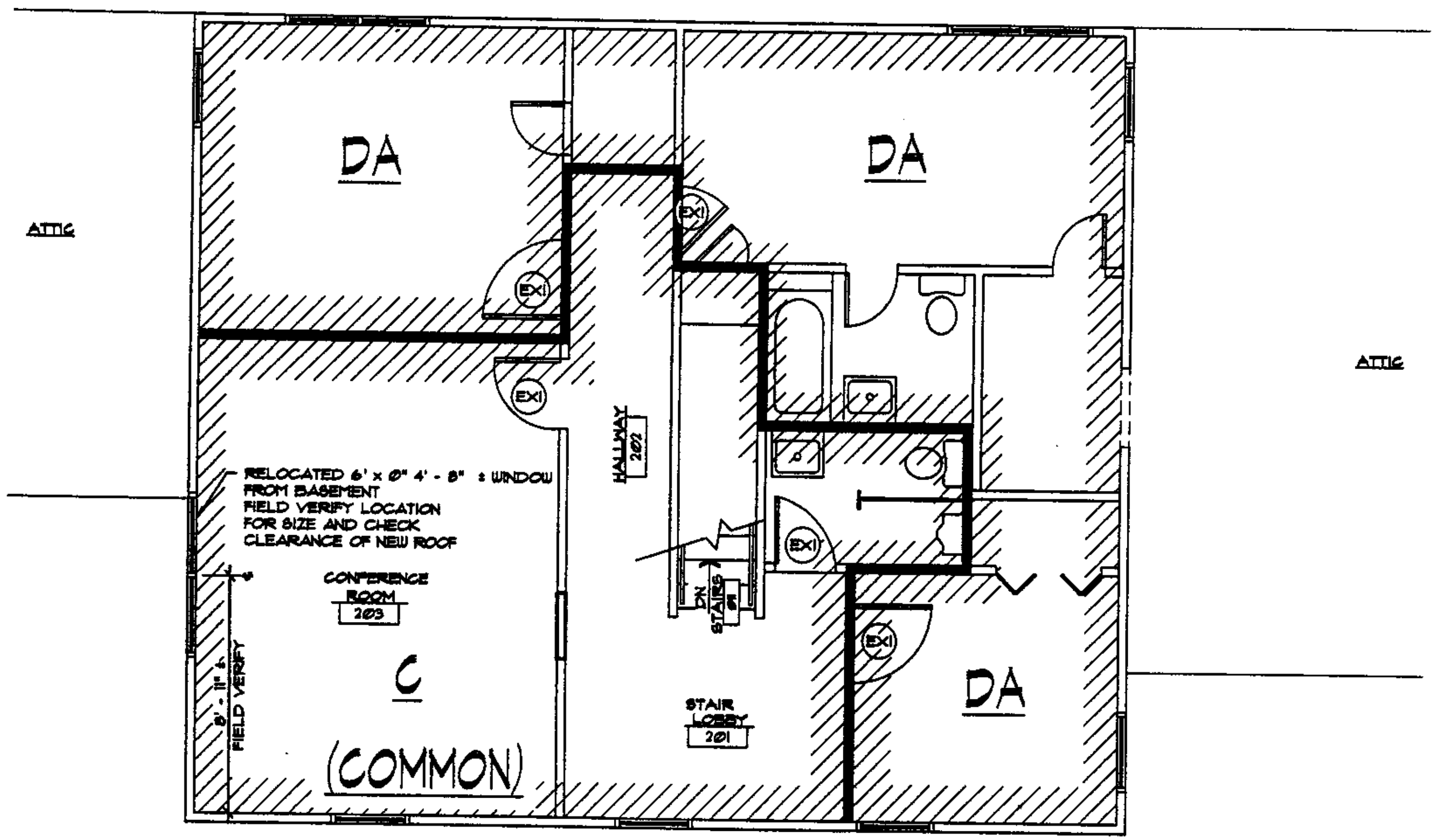
By: ________________________
R. Tate Godfrey, Chairman



FIRST FLOOR PLAN

1/A4 SCALE: 1/4" = 1'-0"

EXHIBIT A



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A.4

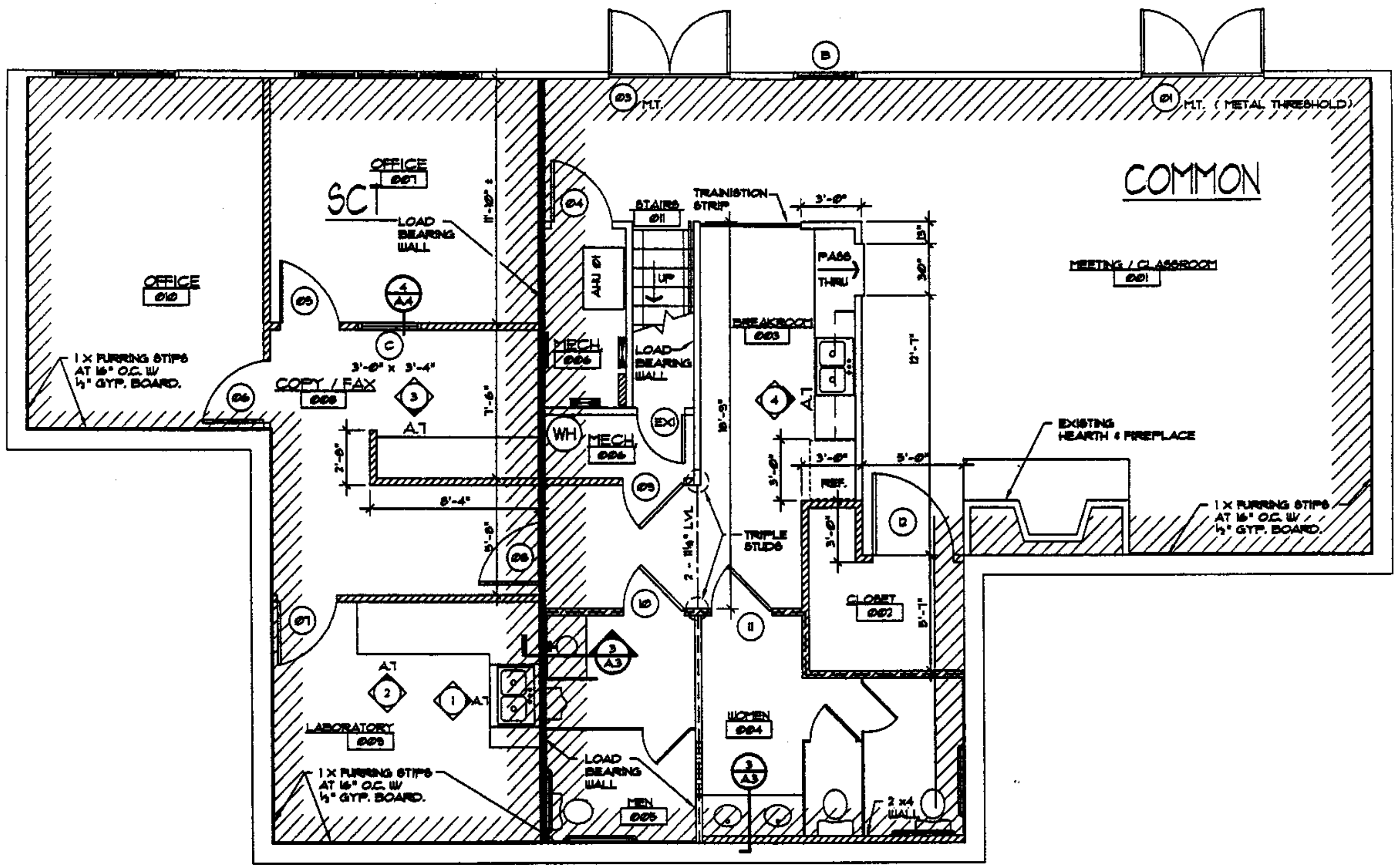
SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTE:

1. NO WORK IN EXISTING AREAS NOT NOTED ON FINISH SCHEDULE.

EXHIBIT A



BASEMENT FLOOR PLAN

1/A3

SCALE: 1/4" = 1'-0"

EXHIBIT A

Peachtree City Development Authority
Frederick Brown, Jr. Amphitheater
Peachtree City, Georgia

Project: Renovations of Frederick Brown, Jr. Amphitheater Offices

Summary of Work:

Site Modifications: Includes Additions and Removal of Concrete Sidewalk.

Exterior Modifications: Includes Additions of Two (2) Covered Entrances, Ticket Windows, New Roofing, New Gutters and Downspouts and Addition of Decorative Stone Accents.

Interior Modifications: Includes Removal and Addition of Partitions, Two (2) New HVAC Systems, New Lighting System, Revised Toilets and New Finishes Including Painting, Carpet, etc.

EXHIBIT B

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **August 28, 2002**

SUBJECT: **TDK Boulevard Presentation by Chamber**

The City has been advised that Mr. Jim Pace will replace Mr. Mike Hofrichter in making a presentation from the Chamber of Commerce relative to TDK Boulevard.

Fayette County
CHAMBER OF COMMERCE

August 8, 2002

Ms. Betsy Tyler
City of Peachtree City
151 Willowbend Road
Peachtree City GA 30269

Via Fax to 770-631-2505
and Mail

Dear Betsy:

Please add Mike Hofrichter, Chairman of the Board of the Fayette County Chamber of Commerce to the Agenda for the council meeting on September 5, 2002. Mr. Hofrichter would like to appear and make a presentation to council regarding the TDK Extension.

Sincerely,

Elissa

Elissa H. Hall
President

200 COURTHOUSE SQUARE
FAYETTEVILLE, GA 30214-2198
(P) 770.461.9983 (F) 770.461.9622
E.mail fayettechamber@mindspring.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **August 29, 2002**

SUBJECT: **TDK Boulevard Extension**

Attached you will find the following documents relative to this agenda item:

- Email from Council Member McMenamin regarding mailing Mayor Brown's letter on TDK extension project (attachment 1)
- Draft of Mayor's letter (attachment 2)
- Letter from Theron Gay, Coweta County Administrator, on Coweta County funding plegdge (attachment 3)
- Memo from City Engineer on TDK extension costs (attachment 4)

/jsm

Attachments

Pam Dufresne

From: Jim Basinger
Sent: Monday, August 05, 2002 2:03 PM
To: 'Annie McMenamin (E-mail)'; 'Dan Tennant (E-mail)'; 'Murray Weed (E-mail)'; Steve Brown (E-mail); 'Steve Rapson'
Cc: Betsy Tyler; Jane Miller; Pam Dufresne
Subject: FW: TDK

Council, I have discussed this subject with Mayor Brown and placed in on the September 5, 2002, Council agenda. Regards. Jim

-----Original Message-----
From: Annie McMenamin [mailto:annie@peachtree-city.org]
Sent: Monday, August 05, 2002 11:27 AM
To: Jim Basinger
Subject: RE: TDK

Jim: I am opposed to mailing this letter out without public debate at an open meeting. This letter would for all practical purposes deflate the intent of the combined suppport of the Coweta and Fayette Chambers resolution and a joint resolution endorsed by the Fayette County governmental association. I think it would be inappropriate to poll council in a back door manner on such a critical important issue without proper hearing. I know that Murray and Dan were unable to attend the Governmental Association meeting. It was very well attended and with much dialogue. The City of Peachtree City was directed to draft a resolution for all the County entities to sign in order for the combined Chambers of Fayette and Coweta to present along with their resolution to the Coweta County Commissioners. I would like to have the opportunity in a public meeting to clarify for the Council some of the mis=information and or lack of information in the letter S.Brown is proposing to send. It is highly contradictory of the message that was delivered at the Governmental Association meeting. I believe this is the only time, in my memory, where the two Chambers and the Fayette County Governments have regionally moved forward to consider a project. We need a lot more input from the public as well. I am concerned about the negative impression this letter would deliver to Fayette County Development Authority, the Chambers, the other governmental entities and as importantly, the businesses and industry in our industrial park. Jim, Would you please forward my comments on to the other council members and I would like to place this item on the agenda for the Council meeting August 15th or the September 5th meeting and the letter not be sent until it has had it proper public meeting for debate and discussion. Thanks. Annie

-----Original Message-----
From: Jim Basinger [mailto:citymgr@peachtree-city.org]
Sent: Friday, August 02, 2002 4:17 PM
To: Annie McMenamin (E-mail); Dan Tennant (E-mail); Murray Weed (E-mail); Steve Brown (E-mail); Steve Rapson
Cc: Troy Besseche
Subject: FW: TDK

Council, Mayor Brown asked that I forward this letter to you. He plans on mailing out the letter the first of the week. Regards. Jim

-----Original Message-----
From: Gloria Reid
Sent: Friday, August 02, 2002 5:07 PM
To: Jim Basinger
Subject: TDK

DRAFT

July 31, 2002

The Honorable Greg Dunn
Chairman, Fayette County Commission
140 Stonewall Avenue West, Suite 100
Fayetteville, GA 30214

The Honorable James E. McGuffey
Chairman, Coweta County Commission
22 East Broad Street
Newnan, GA 30263

RE: TDK Boulevard Extension Project

Dear Commissioners' Dunn and McGuffey:

Peachtree City representatives and staff have been working diligently over the past several years to bring this project to construction. Extending TDK Boulevard will serve to benefit both Fayette and Coweta Counties, something that the local business community recognizes and has acknowledged. Nevertheless, regional and state transportation planners have failed to move this project out of its long-range status and have provided no indication that construction funding would be provided.

We have also seen stabilization in the project schedule of the SR-54 widening project. TDK would obviously benefit the highway for a limited period of time by providing an alternate route for industrial park commuters. The state is planning to start construction on the highway next year, with right-of-way acquisition currently underway.

Furthermore, I am concerned about the unintended consequences of making this road connection. TDK will have the potential to bring more vehicles onto a two-lane highway and serve to choke traffic on 74 South. In fact, due to current traffic levels on this highway, drivers are already experiencing significant difficulty attempting to make left turns. As a result, industrial residents are expressing strong interest in having traffic signals installed. Certainly, we should recognize the need to preserve as much capacity on 74 in light of the growth that south Fayette County is experiencing. Once the highway is widened, maybe in as few as five years, this point will be resolved.

The specter of high-density residential and commercial development along TDK also serves as a red flag in my mind with this project. The prospect of annexation by Senoia and accompanying sewer service also represents a real potential for higher densities and greater demands on the future collector road. There are intersection traffic control issues to be concerned about as well that could cause the connection to no longer serve as the relief valve that it is intended to be.

It is with this as the background that I will be recommending to our City Council to delay implementation of the TDK road extension project until such time as a realistic funding mechanism can be determined and better coordination with nearby Lake McIntosh construction can be achieved. Regrettably, we have not been able to start on the road project in time to make a significant impact on the highway, nor have we been able to secure adequate funding from the state. With all of the uncertainties associated with TDK, I feel that it is just not prudent now to invest in this project. We are asking too much from a project that simply cannot deliver the goods in time.

As a result of working with Fayette County representatives, I believe that an economy of scale can be achieved by combining our efforts in the area of the Lake McIntosh dam. A sensible alternative exists which takes the road on a new alignment over the dam. This is a concept that has long been the alignment of choice for most of the history of the road project. Peachtree City Development Corporation recognized it, as did Fayette County, when planning the new reservoir.

Certainly, there will be some re-design costs involved as well as permitting hurdles with the state's Safe Dams office. The City is facing a staggering $1.8M worth of construction for the road project as currently proposed. If, however, we were to continue in an alignment over the dam, we would eliminate much of the infrastructure that is driving up the cost of the project. Certainly, there are some additional costs for the construction of the dam, but I feel that it could be offset by not constructing the Line Creek Bridge. This is an alternative worthy of consideration and certainly warrants careful reconsideration of our current plans.

While my proposal represents a significant change in direction, I feel that it is an important, urgent and necessary one. In fact, my obligation to the people of Peachtree City demands that I exercise prudence and honesty in my assessment of the status of this project even in light of the efforts expended thus far. I believe that the decision to investigate a more cost-effective option carefully is one that we all acknowledge as a very sensible approach. I am sure that you share my ultimate goal in making this project a success and seeing that everyone wins. I sincerely appreciate the efforts that you have made in planning, marketing, and developing this project and am committed to making it a reality.

Sincerely,

Steve Brown
Mayor

cc: *Association of Fayette County Governments*
Peachtree City Council
City Manager
City Engineer
Congressman Mac Collins
Senator Mitch Seabaugh
Representative Kathy Cox

Attachment 3

VERNON HUNTER
1st District

LAWRENCE A. NELMS
3rd District

L. THERON GAY
County Administrator

Coweta County Commissioners

JAMES E. McGUFFEY
Chairman
2nd District

LEIGH SCHLUMPF
4th District

ROBERT WOOD
5th District

MITCH POWELL
County Attorney

August 7, 2002

Mr. Jim Basinger, City Manager
City of Peachtree City
151 Willowbend Rd
Peachtree City, GA 30269

Dear Sir:

At their meeting held August 6, 2002 the Coweta County Board of Commissioners voted to earmark $1 million of Special Local Option Sales Tax monies toward the Coweta-Fayette Connector (TDK Blvd) project to relieve any concerns about Coweta County's commitment to this road. The Board further agreed that any and all assistance will be sought in the construction of the bridge required for this project. It was their position that this project be removed from the ARC list and that DOT be petitioned to convert it to a city/county type contract.

We look forward to working with Peachtree City in this endeavor so that the needs of our communities may be addressed. Should you have any questions, please advise.

Yours truly,

Theron Gay
County Administrator

TG/c

22 East Broad Street Newnan, Georgia 30263 Phone: 770-254-2601 Fax: 770-254-2606

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Manager**

FROM: **City Engineer**

DATE: **August 28, 2002**

SUBJECT: **TDK Boulevard Extension Costs**

At your request, I've prepared the attached cost breakdown for construction of the referenced project. I started with the preliminary cost estimate our engineering firm, URS, provided last year, assuming that the alignment would remain as currently designed and that there would be no impacts from the Lake McIntosh project. I believe that the conflict with the spillway has been resolved pending approval of an at-grade spillway crossing by the state's Safe Dam officials.

At this point, I need to provide some clarification for numbers that have appeared in my briefings and in the news media before getting to the details of the estimates. The budget estimate I prepared in late 2000 was around $4.6M in 2005 dollars. It was a very rough estimate assuming a construction year of about five years off. Once the design work progressed to the preliminary phase, URS provided a more detailed, but still not certain, estimate in the amount of $3.8M in 2001 dollars. It was at that time that we found out about the Lake McIntosh emergency spillway. If we were required to 'bridge' over the spillway, we would need to add the difference of $800,000 back in, returning the total to $4.6M.

The attachments apportion the construction costs according to the project length in each jurisdiction. It is approximately a 70/30 split. I have provided a summary of the breakdown below for the different funding combinations:

Without GDOT Funding:	Coweta Co.	Peachtree City	Total
	$2,337,742	$1,528,458	$3,866,200

With GDOT Funding:	Coweta Co.	Peachtree City	GDOT*	Total
	$1,790,129	$1,025,400	$1,050,671	$3,866,200

Attachments

*GDOT share based on preliminary estimate. The GDOT State Aid Office cannot confirm these numbers at this time.

Preliminary Construction Cost Estimate

TDK BOULEVARD

Peachtree City Ga.

Prepared By: ENGINEERING DEPARTMENT
Date: 08/12/2002

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COWETA	PEACHTREE CITY	EST. GDOT CONTRIBUTION	TOTAL
					69.75%	30.25%		
151-1000	Engineering / Staking	1	LS	$30,000.00	$20,924.37	$9,075.63	$0.00	$30,000.00
151-1000	Maintenance of Traffic	1	LS	$15,000.00	$10,462.18	$4,537.82	$0.00	$15,000.00
161-1000	Erosion Control	1	LS	$30,000.00	$19,878.15	$8,621.85	$1,500.00	$30,000.00
171-0010	Temp Silt Fence - Type A	6,000	LF	$3.50	$9,960.00	$4,320.00	$6,720.00	$21,000.00
171-0030	Temp Silt Fence - Type C	2,000	LF	$5.00	$4,882.35	$2,117.65	$3,000.00	$10,000.00
201-1000	Clear & Grub - Lump Sum	1	LS	$112,500.00	$78,466.39	$34,033.61	$0.00	$112,500.00
210-0100	Grading Complete	1	LS	$384,500.00	$241,595.77	$104,788.53	$38,115.70	$384,500.00
310-5080	Graded Aggregate Base Crs 8 in Incl. Matl.	40,576	SY	$7.60	$144,691.93	$62,757.94	$100,927.73	$308,377.60
	3" Asph Conc B Gp 1 or 2 Incl Bitum Matl & H Lime	40,576	SY	$6.00	$104,083.66	$45,144.72	$94,227.62	$243,456.00
400-8116	1 1/2" Asph. Conc. E Gp Incl. Bitum Matl & H Lime	40,576	SY	$3.00	$50,752.73	$22,013.23	$48,962.04	$121,728.00
413-1000	Bitum. Tack Coat	7,662	GAL	$1.50	$6,145.70	$2,665.60	$2,681.70	$11,493.00
441-0630	Concrete Headwall, 36 in	1	EA	$750.00	$303.40	$131.60	$315.00	$750.00
441-6012	Concrete Curb & Gutter,6" x 24", Type 2	7,590	LF	$9.50	$21,810.73	$9,460.07	$40,834.20	$72,105.00
500-3200	Class B Concrete	130	CY	$385.00	$34,908.82	$15,141.18	$0.00	$50,050.00
550-1180	Storm Drain Pipe 18" H 1-10	2,564	LF	$28.00	$34,160.80	$14,816.73	$22,814.47	$71,792.00
550-1240	Storm Drain Pipe 24" H 1-10	1,050	LF	$38.00	$18,054.94	$7,831.06	$14,014.00	$39,900.00
550-1300	Storm Drain Pipe 30" H 1-10	220	LF	$48.00	$5,089.78	$2,207.62	$3,262.60	$10,560.00
550-1360	Storm Drain Pipe 36" H 1-10	14	LF	$68.00	$468.51	$203.21	$280.28	$952.00
550-4118	Flared End Section 18 in Side Drain	20	EA	$300.00	$2,999.16	$1,300.84	$1,700.00	$6,000.00

WITH STATE AID

Preliminary Construction Cost Estimate

TDK BOULEVARD

Peachtree City Ga.

Prepared By: ENGINEERING DEPARTMENT
Date: 08/12/2002

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COWETA	PEACHTREE CITY	EST. GDOT CONTRIBUTION	TOTAL
550-4130	Flared End Section 30 in Side Drain	4	EA	$325.00	$655.63	$284.37	$360.00	$1,300.00
603-2182	Stone Dumped Rip Rap, Type 3, 24 inch	500	SY	$42.00	$6,974.79	$3,025.21	$11,000.00	$21,000.00
641-1200	Guardrail, Type W	1,210	LF	$12.00	$10,127.39	$4,392.61	$0.00	$14,520.00
641-5001	Guardrail Anchorage, Type 1	5	EA	$550.00	$1,918.07	$831.93	$0.00	$2,750.00
641-5012	Guardrail Anchorage, Type 12	3	EA	$1,600.00	$3,347.90	$1,452.10	$0.00	$4,800.00
668-1100	Striping Complete	1	LS	$15,000.00	$10,038.40	$4,354.00	$607.60	$15,000.00
668-1100	Catch Basin, Gp 1	34	EA	$2,000.00	$34,860.00	$15,120.00	$18,020.00	$68,000.00
700-6001	Grassing Complete	1	LS	$40,000.00	$23,485.51	$10,186.49	$6,328.00	$40,000.00
	Bridge	1	LS	$1,500,000.00	$432,500.00	$432,500.00	$635,000.00	$1,500,000.00
	Concrete Approach Slab	220	SY	$65.00	$7,150.00	$7,150.00	$0.00	$14,300.00
			Sub-Total		$1,340,697.06	$830,465.59	$1,050,670.94	$3,221,833.60
			Contingency		$449,432.25	$194,934.47		$644,366.72
			Total *		**$1,790,129.31**	**$1,025,400.06**	**$1,050,670.94**	**$3,866,200.32**

Note:

The Total Price Does Not Include Rock Excavation

* Assumes no additional costs due to Lake McIntosh Emergency Spillway

Preliminary Construction Cost Estimate
TDK BOULEVARD
Peachtree City Ga.

Prepared By: ENGINEERING DEPARTMENT
Date: 08/08/2002

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COWETA	PEACHTREE CITY	TOTAL
					69.75%	30.25%	
151-1000	Engineering / Staking	1	LS	$30,000.00	$20,924.37	$9,075.63	$30,000.00
151-1000	Maintenance of Traffic	1	LS	$15,000.00	$10,462.18	$4,537.82	$15,000.00
161-1000	Erosion Control	1	LS	$30,000.00	$20,924.37	$9,075.63	$30,000.00
171-0010	Temp Silt Fence - Type A	6,000	LF	$3.50	$14,647.06	$6,352.94	$21,000.00
171-0030	Temp Silt Fence - Type C	2,000	LF	$5.00	$6,974.79	$3,025.21	$10,000.00
201-1000	Clear & Grub - Lump Sum	1	LS	$112,500.00	$78,466.39	$34,033.61	$112,500.00
210-0100	Grading Complete	1	LS	$384,500.00	$268,180.67	$116,319.33	$384,500.00
310-5080	Graded Aggregate Base Crs 8 in Incl. Matl.	40,576	SY	$7.60	$215,086.90	$93,290.70	$308,377.60
	3" Asph Conc B Gp 1 or 2 Incl Bitum Matl & H Lime	40,576	SY	$6.00	$169,805.45	$73,650.55	$243,456.00
400-8116	1 1/2" Asph. Conc. E Gp Incl. Bitum Matl & H Lime	40,576	SY	$3.00	$84,902.72	$36,825.28	$121,728.00
413-1000	Bitum. Tack Coat	7,662	GAL	$1.50	$8,016.13	$3,476.87	$11,493.00
441-0630	Concrete Headwall, 36 in	1	EA	$750.00	$523.11	$226.89	$750.00
441-6012	Concrete Curb & Gutter,6" x 24", Type 2	7,590	LF	$9.50	$50,291.72	$21,813.28	$72,105.00
500-3200	Class B Concrete	130	CY	$385.00	$34,908.82	$15,141.18	$50,050.00
550-1180	Storm Drain Pipe 18" H 1-10	2,564	LF	$28.00	$50,073.41	$21,718.59	$71,792.00
550-1240	Storm Drain Pipe 24" H 1-10	1,050	LF	$38.00	$27,829.41	$12,070.59	$39,900.00
550-1300	Storm Drain Pipe 30" H 1-10	220	LF	$48.00	$7,365.38	$3,194.62	$10,560.00

NO GDOT FUNDS

Preliminary Construction Cost Estimate

TDK BOULEVARD

Peachtree City Ga.

Prepared By: ENGINEERING DEPARTMENT

Date: 08/08/2002

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COWETA	PEACHTREE CITY	TOTAL
550-1360	Storm Drain Pipe 36" H 1-10	14	LF	$68.00	$664.00	$288.00	$952.00
550-4118	Flared End Section 18 in Side Drain	20	EA	$300.00	$4,184.87	$1,815.13	$6,000.00
550-4130	Flared End Section 30 in Side Drain	4	EA	$325.00	$906.72	$393.28	$1,300.00
603-2182	Stone Dumped Rip Rap, Type 3, 24 inch	500	SY	$42.00	$14,647.06	$6,352.94	$21,000.00
641-1200	Guardrail, Type W	1,210	LF	$12.00	$10,127.39	$4,392.61	$14,520.00
641-5001	Guardrail Anchorage, Type 1	5	EA	$550.00	$1,918.07	$831.93	$2,750.00
641-5012	Guardrail Anchorage, Type 12	3	EA	$1,600.00	$3,347.90	$1,452.10	$4,800.00
668-1100	Striping Complete	1	LS	$15,000.00	$10,462.18	$4,537.82	$15,000.00
668-1100	Catch Basin, Gp 1	34	EA	$2,000.00	$47,428.57	$20,571.43	$68,000.00
700-6001	Grassing Complete	1	LS	$40,000.00	$27,899.16	$12,100.84	$40,000.00
	Bridge	1	LS	$1,500,000.00	$750,000.00	$750,000.00	$1,500,000.00
	Concrete Approach Slab	220	SY	$65.00	$7,150.00	$7,150.00	$14,300.00
			Sub-Total		$1,948,118.81	$1,273,714.79	$3,221,833.60
			Contingency		$389,623.76	$254,742.96	$644,366.72
			Total *		**$2,337,742.58**	**$1,528,457.74**	**$3,866,200.32**

Note:

The Total Price Does Not Include Rock Excavation

* Assumes no additional costs due to Lake McIntosh Emergency Spillway

NO GDOT FUNDS

Customer First Center
1121 Highway 74 South
Peachtree City, Georgia 30269
770-486-4800

George S. Jones, Jr.
Vice President, Operations

COOPER Lighting

March 25, 2002

The Honorable Stephen Brown
Mayor, Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Dear Mayor Brown:

As you know, in 1995 Cooper Lighting made a major commitment to build its largest distribution and customer service center in Peachtree City. In the intervening years, Cooper Lighting has certainly lived up to its promise of adding investment and jobs to this facility. Last year we opened the new addition to the building. Peachtree City is now the home of our Division Headquarters and Lighting Technical Center. Today our operation employs more than 600 people in the area and has a total payroll in excess of $44,000,000. Using even a modest multiplier, this operation's impact on the local and state's economy is huge. With the relocation of our headquarters and technical training center, Cooper Lighting is bringing its customers from around the world to Peachtree City. Electrical distributors, contractors, architects, lighting agents, etc., approximately 7,000 people annually, are visiting this city just to attend training at our lighting technical center. Peachtree City's hotels, restaurants, country clubs and the like, are all reaping the benefits of our relocating to the area. The Fayette Chamber of Commerce has estimated that each new job that Cooper created resulted in another 2.5 jobs in the surrounding area.

In addition to supplementing the local economy, Cooper Lighting has maintained its commitment to be a good citizen and serve the community wherever possible and whenever called upon. Our commitment to this city and county has been unwavering. Local churches, McIntosh High School, Starr's Mill High School, the Bedford School for Children with Learning Disabilities are just a few of the institutions that have been the benefactor of thousands upon thousands of dollars in product donations. Donations that would have otherwise been paid for out of some city, county, or even state budgets.

I suspect that local city, county and state governments such as in the region are both well aware of, and count on benefits such as these from a company like Cooper relocating to their area. Competition amongst cities desiring a business such as ours was intense. However in the end, a combination of factors led us to conclude that Peachtree City was the best location for us to locate what was to become the world headquarters of Cooper Lighting. Although Peachtree City met most of the criteria we had at that time, there was at least one area where the Company had voiced a strong concern. Before making a final decision on the site selection, we reached an understanding with all the concerned parties that improving the traffic flow on

Highway 74 was critical to the facilities success. As such, we were assured that funds would be made available to widen this main traffic artery to four lanes to allow easier access to and from our property. Unfortunately for us as well as all the other businesses located on this route, this promise has not been kept.

As a result, traffic delays into and out of our facility are all too common. Given one of the primary purposes of this facility is distribution, every minute lost in needless traffic snarls costs us money, limits our ability to service our customers, and makes added investment here harder to justify. There is also more than just dollars at stake regarding this issue. During shift changes, the current traffic infrastructure cannot safely handle the traffic flow entering and leaving our property. This causes added delays and creates potentially dangerous conditions for our employees and your citizens.

At this same time, delays in meeting the communities transportation needs serve as a clear impediment to attracting new investment to the area and will no doubt restrict our regions economic growth going forward. This is definitely a no win situation for Cooper lighting, Peachtree City, and our regional economy.

The decision to move to Peachtree City was not made lightly. Receiving assurances that these improvements would be made quickly was central in our decision to invest and move to Peachtree City. Cooper Lighting was promised and desperately needs to have this problem resolved and we are asking your commitment to move this project up on the highway schedule. We are both embarrassed and appalled that we are being forced to write and ask for something we were assured was going to be corrected long before now. Since moving to Peachtree City, Cooper Lighting has gone to great lengths to meet and exceed all of our civil commitments to the state and local governments, we can only hope the community in which we have selected as our home feels that same compulsion.

Attached please find copies of the commitments made to us by the local and state representatives at that time. The need to widen Highway 74 existed in 1995 and since that time it has only become even more of an issue for all of us in the region. We thank you in advance for your support and assistance in getting this critical matter resolved. I stand ready to supply you with any additional background information you may need to move this effort forward.

Respectfully,

George S. Jones, Jr.
Vice President Operations

cc: Charles Clark, President/CEO
Fayette County Development Authority

Panasonic Matsushita Communication Industrial Corporation of U.S.A.
776 Highway 74 South, Peachtree City, Georgia 30269 (770) 487-3356

August 19, 2002

Steve Brown, Mayor
City Hall
151 Willowbend Road
Peachtree City, Georgia 30269

Re: Traffic Signal and Proposed Enhancements to Highway 74 South.

Dear Mayor Brown,

Pursuant to our meeting on August 19th I am re-affirming issues of importance that were discussed.

MCUSA Panasonic's Peachtree City operation has grown from a 75 million-dollar Automotive Electronics Business in 1998 to a 425 million-dollar operation today.

Our employee headcount has grown from 520 in 1996 to 970 employees today. In trying to assess demographically where our employees come from the hourly work force migrates from Southern Georgia communities and travel times of up to one hour. Relative to the Professional and Technical work force an astounding 70% have been relocated to Peachtree City, with very little yield of either hourly or professional labor coming from the Peachtree City Community. Operations growth projects our business to be in excess of 850 million by 2005 fiscal year, with both our domestic and export customer basis. Unfortunately, as a result of difficult labor issues and cost, traffic and safety concerns, plus the poor availability of a dynamic professional talent pool, that growth in terms of brick and mortar, plus jobs being created, will be targeted for Panasonic locations elsewhere. As I mentioned in our discussion it appears evident by our wait for a traffic signal for over 6 years, that both the State Department of Transportation and the local municipality are far more interested in attracting new business than retaining and taking for granted what currently exists.

My facilities manger is providing you with a file to include accidents at our entrance, employee traffic related complaints, and logistic reports, that show the difficulties our transportation companies have in meeting just in time delivery schedules for our customer base due to congestion and or facility access when we change shifts and both entrance and egress are limited. We are concerned that the TDK bypass could create similar congestion to the 54-74 intersection and inhibit timely flow of delivery and pickups to our facility. The solution in our minds is to expedite the widening of Highway 74 project to a fast-track status.

Panasonic remains committed to being a clean industry that is totally supportive of the community in which it is located. We are asking for the first time for the community to provide something back to us to ensure our employees, visitors and community residents a safe environment.

I am looking forward to your anticipated activities.

Sincerely,

John B. Newman
Vice President, MCUSA
Panasonic

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Council**

VIA: **City Manager**

FROM: **City Engineer**

DATE: **August 23, 2002**

SUBJECT: **Stallings Road**

For the purposes of the September 5 discussion item, I am providing copies of recent correspondence regarding proposed improvements to Stallings Road. City and Airport staff met on Monday, July 15, to discuss the possible implementation strategies and design-related issues. At the time, plans to develop a site at the corner of Stallings and Dividend were being considered by the Planning Commission. Since these plans ultimately would be affected by the road improvements, both staffs considered it prudent to discuss the matter prior to final site plan approval. The nature of the resulting correspondence was to provide design standard guidance for preparation of road construction plans.

City staff is requesting direction in handling communications with the Airport Authority on the matter of planning and design issues related to the road improvements and in guiding adjacent developing properties.

Attachments
"A" – "F"

cc: *City Planner*
Public Services Director
file

F:\HOME\TROY\PROJECTS\PUBWORKS\ROADS\STALLNGS\CC_MEMO.DOC

Troy Besseche

From: Steve Brown [stevebrownptc@ureach.com]
Sent: Thursday, July 18, 2002 3:25 PM
To: Jim Basinger
Cc: Troy Besseche; cnelmes@earthlink.com
Subject: Stallings Road . . .

Jim:

I would ask that we hold off on any action related to Stallings Road until:

1. I speak with Cathy Nelmes regarding the project.
2. We review the report from Special Counsel regarding the validity of the authority contracts.
3. Ensure that contract/agreement adjustments are made if needed prior to handling any new projects.

Thanks -
Steve Brown

Attachment "A"

PEACHTREE CITY AIRPORT AUTHORITY

August 1, 2002

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

Dear Mr. Besseche:

This letter recaps our recent meetings on July 3rd and July 15th and subsequent conversations, regarding the design of 2,500 feet of Stallings Road from Dividend Drive to the southeast corner of the airport.

It is the understanding of Alan Peljovich, with the engineering firm of Wilbur Smith and Associates, and myself, that the basic design standards for this road include a total width of 32 feet, to the back side of the curb (28 feet of paving); six inch vertical concrete curb with gutter; with a minimum paving cross section of 8 inches of compacted G.A.B., 3 inches of type "B" asphalt binder, and 1 1/2 inches of Type "F" asphalt topping. It is also our understanding that, if the street is built these standards, after the normal two year maintenance period, the City will accept Stallings Road as a city street.

At the meeting on July 15th, we discussed your desire to realign the intersection of Stallings Road and Dividend Drive to allow for a perpendicular meeting of the roads, rather than the acute angle at which the roads join currently. Mr. Peljovich presented a couple of alternatives for consideration and we agreed that Plan "B" was the most practical. Since alternative "B" would require a 19 foot encroachment into the 50 foot set back along Stallings Road, of the property owned by Century Imports, we seek approval of the realignment and a recommendation on what steps must be taken to provide for that encroachment. Attached you will find drawings of the proposed redesigned intersection for your review and approval.

It is also our understanding that the final site plan for the Century Imports property has not yet been approved and that using Stallings Road for truck access to the property may be recommended as an alternative to the current plan of routing truck traffic to Victor Road. We support this change to avoid an increase in truck traffic on Falcon Drive, the main entrance to the airport, and by developing Stallings Road by Plan "B" above, we will be providing for a much improved turn radius for truck traffic at Dividend Drive than is present at Victor Road and Falcon Drive, therefore permitting safer and more direct turns out of the Century Imports' property.

Please provide written confirmation of the road design and alignment by August 10, 2002, so that we may proceed with the road design. If you have any questions or need additional information, please give me a call. Thank you.

Sincerely,

James H. Savage
Airport Manager

Attachment "E"

Peachtree City
Georgia

August 2, 2002

Mr. James H. Savage
Airport Manager
Peachtree City Airport Authority
7 Falcon Drive
Peachtree City, GA 30269

RE: Stallings Road Design Issues

Dear Jim:

I am unable to respond to your request for information on this project until such time as authorization is received on the matter from the office of the Mayor. Thank you for your understanding.

Sincerely,

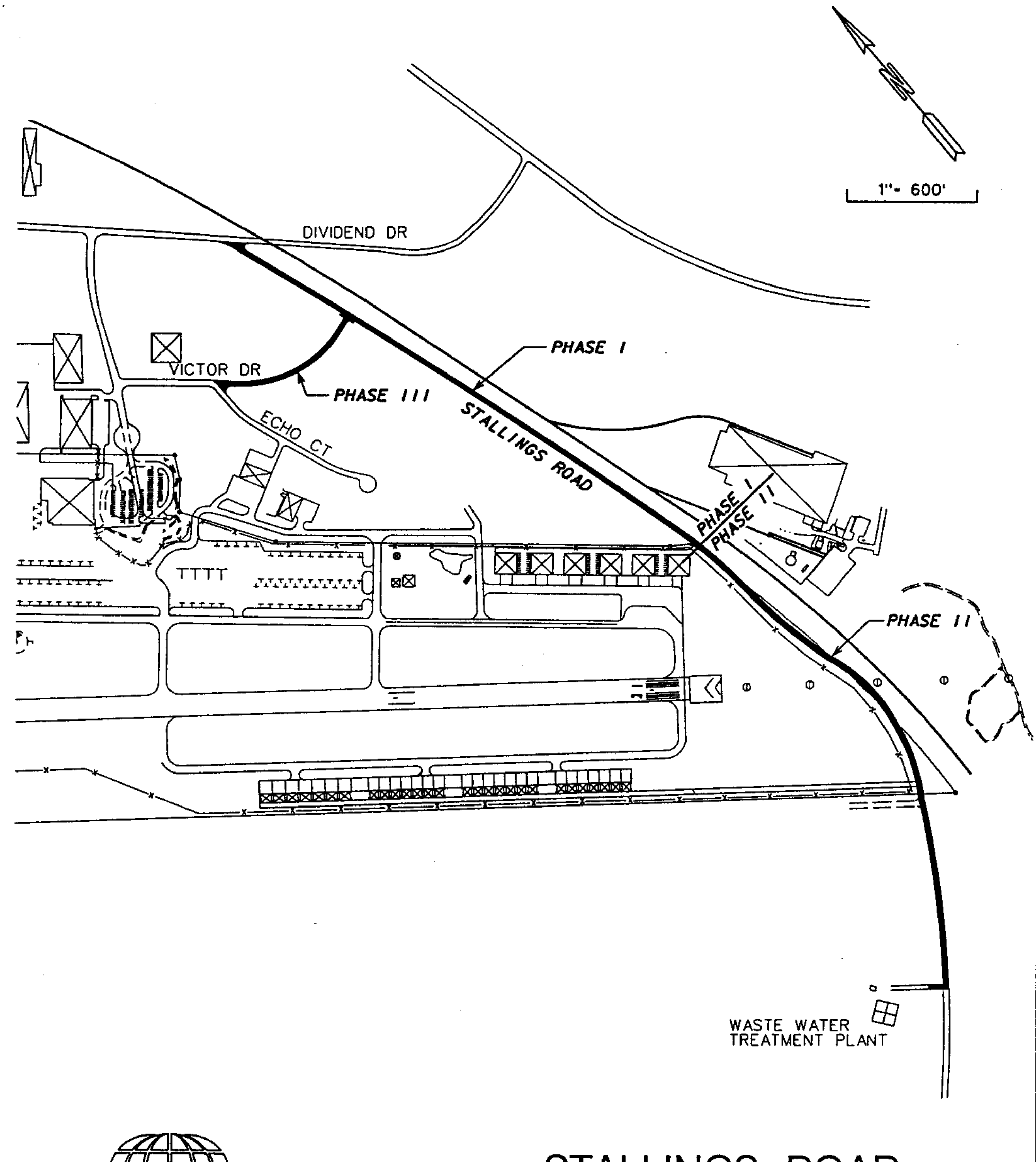
Troy Besseche

Troy Besseche
City Engineer

cc: Mayor
City Manager
file

153 Willowbend Road ■ Peachtree City, GA 30269 ■ (770) 631-2538
FAX: 770-631-2552
www.peachtree-city.org

Attachment "D"

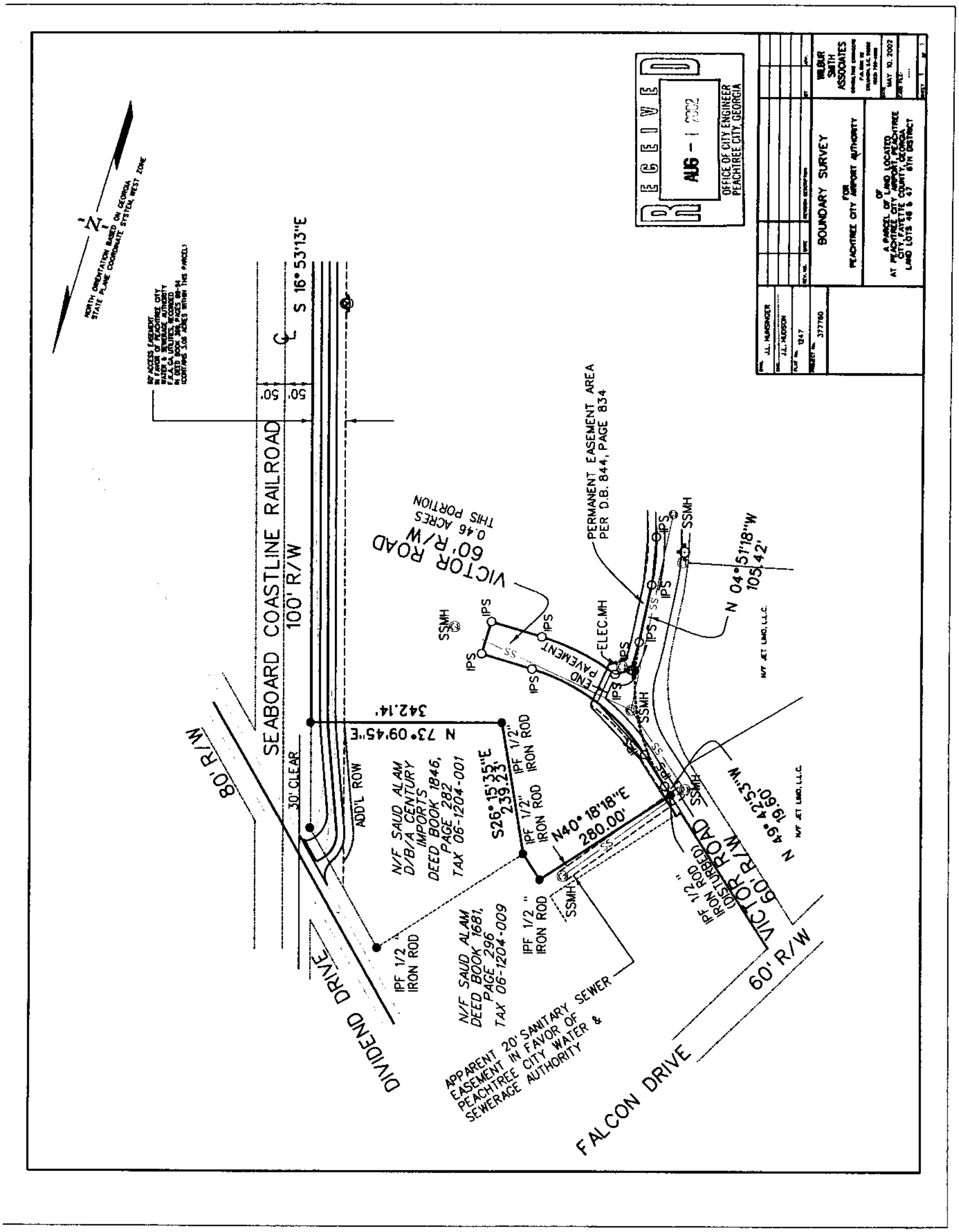


WSA
WILBUR SMITH ASSOCIATES

STALLINGS ROAD PAVING AND GRADING PROJECT

Attachment "B"

1997



Attachment "C"

Jim Basinger

From: Jim Basinger [citymgr@peachtree-city.org] on behalf of Jim Basinger
Sent: Monday, August 05, 2002 2:01 PM
To: 'Annie McMenamin (E-mail)'; 'Dan Tennant (E-mail)'; 'Murray Weed (E-mail)'; Steve Brown (E-mail); 'Steve Rapson'
Cc: Betsy Tyler; Jim Miller; Pam Dufresne
Subject: FW: James Savage August 1, 2002 Letter, Stallings Road

Council, I have discussed this matter with Mayor Brown and have placed it on the September 5,2002 Council agenda. Regards. Jim

-----Original Message-----
From: Annie McMenamin [mailto:annie@peachtree-city.org]
Sent: Monday, August 05, 2002 11:38 AM
To: Jim Basinger
Subject: RE: James Savage August 1, 2002 Letter, Stallings Road

Jim: I do not believe Stallings Road has anything to do with an intergovernmental aggreement in design specs or accepting this street when
the time comes. Does the mayor have the authority to make this decision on
his own? I believe the charter of Peachtree City may be clear on this matter. Please advise. This is an agenda item for Council decision, if I
interpret correctly.
Please forward to other council members for their information. Annie
-----Original Message-----
From: Jim Basinger [mailto:citymgr@peachtree-city.org]
Sent: Sunday, August 04, 2002 6:26 AM
To: Troy Besseche
Cc: Jim Savage (E-mail); Annie McMenamin (E-mail); Dan Tennant (E-mail); Murray Weed (E-mail); Steve Brown (E-mail); Steve Rapson
Subject: FW: James Savage August 1, 2002 Letter, Stallings Road

Troy, I received a copy of your July 31, 2002, letter to Jim Savage regarding the design standards for subject road. As Mayor Brown discussed
with you on Friday, please forward a second memo to Mr. Savage as requested
below. We need to ensure that the Airport Authority understands the Mayor's
position on this road when making decisions on spending funds to upgrade it.
Please copy the Mayor and me the letter. Thanks. Jim

-----Original Message-----
From: Jim Basinger [mailto:citymgr@peachtree-city.org] On Behalf Of Jim
Basinger
Sent: Friday, August 02, 2002 8:21 AM
To: Troy Besseche
Cc: 'Steve Brown (E-mail)'
Subject: James Savage August 1, 2002 Letter, Stallings Road

Troy, I have discussed subject letter with Mayor Brown, and he asked that
you reply to Mr. Savage that the City must respectfully decline taken any
action on Stallings Road pending consummation of a revised Intergovernmental
Agreement between the Airport Authority and the City. Thanks. Jim

Tracking:

Recipient	Read
'Annie McMenamin (E-mail)'	

Attachment "F"
Page 1 of 2

Recipient	Read
'Dan Tennant (E-mail)'	
'Murray Weed (E-mail)'	
Steve Brown (E-mail)	
'Steve Rapson'	
Betsy Tyler	Read: 8/5/02 2:02 PM
Jim Miller	Read: 8/5/02 4:38 PM
Pam Dufresne	Read: 8/5/02 2:14 PM

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **August 30, 2002**

SUBJECT: **Stallings Road**

Jim Savage delivered the attached correspondence to City Hall late Friday afternoon. Should Council desire to proceed with this project, Council will need to approve the four (4) actions listed in Mr. Savage's letter.

PEACHTREE CITY AIRPORT AUTHORITY

August 30, 2002

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

Dear Jim:

Attached are documents from the Fayette County Commissioner's office, the Peachtree City Water and Sewerage Authority and an excerpt from the purchase agreement between the Airport Authority and Peachtree City Holdings, LLC, to buy the 23.93 acres of land adjacent to the airport that includes the right-of-way to Stallings Road. These documents outline the commitments each of these organizations have made towards the project, which includes:

(1) Labor and equipment from Fayette County, valued at $75,000;
(2) $50,000 from the Water and Sewer Authority;,
(3) $100,000 from Peachtree City Holdings (Pathways), if the project is completed within 2 years.

The Airport Authority has authorized $36,000 for the design of the road and is committed to providing the remaining paving costs for such items as materials, drainage system installation and utility relocation. Additionally, the Authority is willing to coordinate and supervise the project during construction and will provide the standard two year maintenance agreement prior to final acceptance by the City. As currently planned, the Airport Authority's cost should not exceed $150,000.

To proceed as planned, it will be necessary for the City to:

(1) Authorize the City Engineer to review and approve the redesigned intersection of Stallings Road and Dividend Drive as well as the general design of the roadway;
(2) Accept the Stallings Road right-of-way prior to road construction so that the County can make it a City/County project;

(3) Prioritize the project in conjunction with other City/County projects for FY 2003, so the County can schedule the manpower and equipment as needed;
(4) Request that the County to do the work.

In conversations with Mr. Lee Hearn, Fayette County Director of Public Works, if this becomes a "City" project as outlined above, he is confident that the Georgia DOT will contribute some of the cost of materials which would lower the Airport Authority's total cost significantly. Other than the expense of engineering review, there will be no cost to the City for the construction of this 2,500 foot industrial street.

This street is vital to the long term financial health of the Airport Authority and it must be built as soon as possible. We hope the City will participate so the cost to the Authority is kept to a minimum. If you need additional information prior to the meeting, please give me a call.

Thank you.

Sincerely,

James H. Savage
Airport Manager

Fayette County
GEORGIA

BOARD OF COMMISSIONERS

Gregory M. Dunn, Chairman
Linda Wells, Vice Chairman
Harold Bost, Commissioner
Herbert E. Frady, Commissioner
A. G. VanLandingham, Commissioner
Chris W. Cofty, County Administrator
W. R. McNally, Attorney
Carol Chandler, Executive Assistant

Where Quality Is A Lifestyle

June 27, 2002

Mr. Jim Savage, Airport Manager
Peachtree City Airport Authority
7 Falcon Drive
Peachtree City, Georgia 30269

Dear Jim:

I enjoyed meeting with you and our Public Works Director, Lee Hearn, on May 7 regarding the paving/construction of 2524 feet of Stallings Road located inside the City Limits of Peachtree City.

As a follow-up to our meeting, we have estimated the cost of the labor and equipment as we discussed for this project to be $75,000. With the approval of the Board of Commissioners, Fayette County can provide these resources in order to expedite the completion of this project, assuming that Peachtree City or the Peachtree City Development Authority would be responsible for all other costs associated with the project. These costs would include materials, curbing, gutter, signage, marking/striping, environmental and erosion control/compliance, as well as any liability issues associated with the project.

In order to move this project forward, Peachtree City will need to make a request to Fayette County for assistance in constructing and paving Stallings Road, along with where this project should come in order of priority among the other projects the County will be doing for the City. Once the Board of Commissioners has approved Peachtree City's request, the work can be scheduled. It is anticipated that Fayette County may be able to schedule this project as early as the summer of 2003.

Should you have any further questions, please feel free to contact me at 770-460-5730 Ext. 5309.

Respectfully,

Chris W. Cofty
County Administrator

CWC/cgc
cc: Fayette County Commission
Lee Hearn, Public Works Director
Bill McNally, County Attorney

140 West Stonewall Avenue · Fayetteville, Georgia 30214 · Phone 770 460-5730 Ext. 5400 · Fax: 770 460-9412 · Web Site www.admin.co.fayette.ga.us.

Jim Savage

From: Larry B. Turner, PE [larry@pcwasa.org]
Sent: Wednesday, August 14, 2002 8:55 AM
To: 'Jim Savage'
Subject: Stallings Road

Jim,

As we discussed, the Authority Board reviewed our proposed CIP this past Saturday. Included in the CIP was a contribution of $50,000 toward the construction of Phase I of Stallings Road. Although no final action was taken, I expect that it will be formally adopted at our Sept. 9 meeting and that the funds will be included in the final version.

Larry B. Turner, PE
General Manager
Peachtree City Water & Sewerage Authority
770.487.7993

EXCERPT - PURCHASE AGREEMENT

shall thereafter have a period of thirty days to notify Seller of its intention to exercise this right of first refusal, failing which Seller shall be free to sell such property to the third party purchaser upon whatever terms and provision and for whatever price Seller deems appropriate. In the event that such purchase fails to close, then this right of first refusal shall continue to be in full force and effect until such time as any subsequent purchase shall close and title shall be transferred to a third party purchaser. Said agreement for option and first right of refusal shall expire two years from the date of this Agreement.

18.00 Paving of Stallings Road

18.01 As additional consideration for this Agreement, Seller agrees to contribute up to a cash sum of $100,000.00 toward the total expense of paving Stallings Road from its point of intersection with Dividend Drive to Hangar Area "B" as that area is defined on the Peachtree City Falcon Field Airport Master Plan. Purchaser shall procure such engineering services as it deems necessary or advisable for the design and construction of said road and shall attempt to arrange such additional financing as may be required to complete such construction. Purchaser's failure to submit its engineering drawings to the City of Peachtree City prior to the date of Closing shall be an instance of default hereunder and this Agreement shall terminate. The $100,000.00 cash sum shall be paid as follows: (i) $25,000.00 at issuance of Notice to Proceed; (ii) $25,000.00 upon completion of curb and gutter; (iii) $25,000.00 upon completion of gravel sub-grade; and (iv) $25,000.00 upon completion of paving and final top coat. Notwithstanding the foregoing, if Purchaser fails to complete any of the foregoing four

Excerpt - Purchase Agreement

items within two years following the date of Closing, Seller shall not be obligated to pay the $25,000.00 payment predicated upon completion of such item.

18.02 Purchaser agrees to exercise due diligence in arranging the paving of Stallings Road; however, if Purchaser has been unable to complete the paving of Stallings Road within two (2) years following the date of closing of this purchase transaction, then in such event, Seller shall have the right to enter upon the right-of-way of Stallings Road owned by Purchaser to take all steps necessary to complete such paving. In such case, Purchaser agrees to deliver to Seller any and all engineering drawings, plans, specifications, and any other written documentation within the possession of Purchaser necessary or convenient to Seller's completion of said paving. Purchaser further agrees to exercise due diligence to insure that the plans for the paving of Stallings Road are approved by the City of Peachtree City within 90 days following closing of this purchase transaction.

Purchaser shall design and construct said road in accordance with the standards required by the City of Peachtree City such that the City will accept dedication thereof within two years after construction is completed. Purchaser agrees to maintain said road until such time as it is accepted by the City.

IN WITNESS WHEREOF, Seller and Purchaser have caused, under seal, this instrument to be executed as of the day and year first above written.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger** Jim

FROM: **Jane Miller** Jsm

DATE: **August 28, 2002**

SUBJECT: **Mayor Brown's Ethics Matter**

Mayor Brown has requested that this matter be placed on the September 5 agenda for discussion. Attached is a letter from Mayor Brown relative to an ethics violation he reported against himself (Attachment 1). Also attached is an opinion from the City Attorney (Attachment 2) and the Mayor's response to the City Attorney's opinion (Attachment 3). Mayor Brown will lead the discussion on this matter.

/jsm

Attachments

Peachtree City
Georgia

July 24, 2002

Mr. Jim Basinger
City Manager, Peachtree City

Dear Jim:

I am writing this as a letter of apology to the citizens of Peachtree City and to officially cite myself to the Ethics Board for a violation of the ethics code of Peachtree City that took place the same date of my writing this letter, July 24, 2002.

Section 62-86 of the Peachtree City Code, entitled "Use of city property" and states "No official or employee shall use or permit the use of any city property, services, personnel, labor or other thing of value for personal gain or for any purpose other than the official business of the city. Any parties violating this provision shall be required to pay to the city a sum equal to the value of the benefits received, and shall likewise be deemed to have violated the provisions of this article."

I, unfortunately, did violate this section of the code and I humbly apologize to my constituents.

My six-year-old daughter is participating in golf camp the week of July 22 and the children meet at Braelinn Golf Club from 9:00AM to 10:00AM. Unfortunately, today (Wednesday) I had a scheduling conflict of massive proportions in that the first Local Option Sales Tax (LOST) negotiation meeting was this morning at 8:30AM. Thus, since my wife would be out of the city the entire morning, I was not going to be able to get my daughter to Braelinn Golf Club.

My assistant, Gloria Reid, offered to take my daughter to the Braelinn Golf Club so that I could make the LOST meeting. Since my daughter adores Ms. Reid and the fact that I felt uncomfortable leaving a six-year-old at the Golf Club an hour prior to the camp, having Ms. Reid take my daughter seemed like a good idea.

Obviously, I would not be writing this letter, if it had been not a poor decision on my part. I forsake my children often enough while handling my official duties and I am the person in charge of negotiating the ten year LOST agreement on behalf of Peachtree City, Fayetteville, Tyrone and Brooks. The LOST is a major part of all the Fayette municipalities' budgets.

Needless to say, under the pressure of trying to make everyone happy, I had a lapse in judgment and failed to see the broader implications of having Ms. Reid take my daughter to the camp.

At the LOST meeting, the PTC City Manager informed me that Ms. Reid taking my six-year-old to the camp was possibly an ethics violation. Seeing the validity of his claim, I immediately turned myself in via this letter at 11:00AM the day the violation occurred.

In addition, I have sent a memo to all PTC Department Heads and Chiefs requesting that if they have knowledge that some matter might potentially violate a city policy or the ethics ordinances that they should come forward immediately. Doing this might have prevented me the embarrassment of having to writing this letter.

Because I admit to being in violation of the ethics ordinance, I will, without hesitation, reimburse the city for wages from Ms. Reid's time taken to transport my daughter.

Finally, I would like to ask for forgiveness from the people of PTC and give you my assurance that I will do my best never to get in a similar situation.

One of our local Pastors gave me an index card that I have taped to my computer monitor that reads, "Do what is right. Do your best. Care about people." Hopefully, my actions via this official acknowledgement help me live up to the inscription on the index card.

Sincerely,

Stephen D. Brown
Mayor

cc: City Council
Directors and Chiefs

Jim Basinger

From: Rick Lindsey [rlindsey@webb-firm.com]
Sent: Wednesday, July 24, 2002 5:54 PM
To: Jim Basinger
Subject: RE: Letter from Mayor Brown to City Manager

Unless a complaint is filed in writing with you as the city manager by someone, this matter ends here. (See Sec. 62-90(a)(4).)

-----Original Message-----
From: Jim Basinger [mailto:citymgr@peachtree-city.org]
Sent: Wednesday, July 24, 2002 1:37 PM
To: Rick Lindsey
Cc: Steve Brown (E-mail)
Subject: FW: Letter from Mayor Brown to City Manager

Rick, attached forwarded per our conversation just after noon. Please advise me on how to proceed in the matter to ensure compliance with the Ethics Ordinance. Thanks. Jim

-----Original Message-----
From: Gloria Reid
Sent: Wednesday, July 24, 2002 1:34 PM
To: Jim Basinger
Subject: Letter from Mayor Brown to City Manager

Jim Basinger

From: Steve Brown [stevebrownptc@ureach.com]
Sent: Saturday, July 27, 2002 10:42 AM
To: Basinger, Jim; Tennant, Dan; Weed, Murray; Rapson, Steve; Brown, Steve; McMenamin, Annie
Subject: Ethics Issue

Jim:

Please place my ethics matter on the Council agenda. I reviewed Rick's opinion but I am not comfortable with it. Unfortunately, Rick has become a key figure in a number of situations regarding ethics, agreement disputes and has associations with political figures and certain judges. It is extremely difficult for me to maintain a sufficient level of confidence. It is also difficult to assure that the process is remaining objective and is in the best interest of the citizens of Peachtree City. At this point, I feel as though we have no choice but to look towards external sources to step into this breach and to preserve the integrity of the system.

I did, in fact, file a complaint against myself. Even if it was filed as soon as 45 minutes after I realized the infraction, it was still a valid complaint.

Obviously, asking Ms. Black for a legal opinion will be an expense to the city. If the majority of Council decides that pursuing an opinion from Ms. Black is a good idea, then we should do it.

Please submit to the Council any written statements from staff and myself including this e-mail regarding the incident.

As I reflect upon the situation, an ethics hearing might be the best venue to express some thoughts related to our ethical environment and how we can make it better.

Many thanks -
Steve Brown

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **August 28, 2002**

SUBJECT: **Proposed Change in Charter**

Currently, **Section 2.15 City Attorney** of the Peachtree City Charter requires that whichever law firm or individual appointed as City Attorney is also the prosecuting officer (solicitor) in municipal court. Some members of Council have indicated a preference of having the flexibility to appoint a City Attorney and a Municipal Court Solicitor. This would not be a significant change and could be accomplished under our home rule power (see attachment 1). There are procedures that must be followed under the home rule provision which include voting to adopt ordinances amending the charter at two consecutive regular Council meetings, running an ad in the newspaper once a week for three weeks, and filing a copy of the proposed amendment with the Clerk of Superior Court. No amendment to the charter shall become effective until a copy of the amendment and other required documentation have been filed with the Secretary of State and the Clerk of Superior Court after the vote by Council (see attachment 2).

Should Council desire to amend the charter, it can be voted on at the September 19 meeting and again at the next regular meeting that would be October 17 due to the October 3 regular meeting being cancelled. Staff can then file the amendment with the Secretary of State and the Clerk of Superior Court on October 18. It is my understanding that, until the charter amendment process is complete, the City Attorney must continue to provide solicitor services for our municipal court.

/jsm

Attachments

36-35-3 G
*** CODE SECTION *** 12/03/01

36-35-3.

(a) The governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto. Any such charter provision shall remain in force and effect until amended or repealed as provided in subsection (b) of this Code section. This Code section, however, shall not restrict the authority of the General Assembly, by general law, to define this home rule power further or to broaden, limit, or otherwise regulate the exercise thereof. The General Assembly shall not pass any local law to repeal, modify, or supersede any action taken by a municipal governing authority under this Code section, except as authorized under Code Section 36-35-6.

(b) Except as provided in Code Section 36-35-6, a municipal corporation may, as an incident of its home rule power, amend its charter by following either of the following procedures:

(1) Municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart. A notice containing a synopsis of the proposed amendment shall be published in the official organ of the county of the legal situs of the municipal corporation or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption. The notice shall state that a copy of the proposed amendment is on file in the office of the clerk or the recording officer of the municipal governing authority and in the office of the clerk of the superior court of the county of the legal situs of the municipal corporation for the purpose of examination and inspection by the public. The recording officer of the municipal governing authority shall furnish anyone, upon written request, a copy of the proposed amendment. No amendment under this paragraph shall be valid to change or repeal an amendment adopted pursuant to a referendum as provided in paragraph (2) of this subsection or to change or repeal a local Act of the General Assembly ratified in a referendum as provided in paragraph (2) of this subsection or to change or repeal a local Act of the General Assembly ratified in a referendum by the electors of the municipal corporation unless at least 12 months have elapsed after such referendums. No amendment under this paragraph shall be valid if provision has been made therefor by general law; or

Attachment 2

PREVIOUS NEXT

36-35-5 G
*** CODE SECTION *** 12/03/01

36-35-5.

No amendment or revision of any charter made pursuant to this chapter shall become effective until a copy of the amendment or revision, a copy of the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published, to the effect that the notice has been published as provided in this chapter, has been filed with the Secretary of State and in the office of the clerk of the superior court of the county of the legal situs of the municipal corporation. The Secretary of State shall provide for the publication and distribution of all such amendments and revisions at least annually.

PREVIOUS NEXT

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **July 25, 2002**

SUBJECT: **Amendments to Peddlers and Solicitors Ordinance**

Attached for your review and action is a proposed ordinance to replace the City's current Peddlers and Solicitors Ordinance. Recent court decisions have excluded certain non-profit organizations from the need to register with the City before soliciting within the City. Additionally, the current hours we allow for solicitation (8:00 a.m. to 5:00 p.m.) are considered too restrictive. Previously, all solicitors were required to register at City Hall. The proposed ordinance exempts those no longer required to register (sec. 58-6) and allows for solicitation later in the evening (Sec. 58-5 (2). The $25 per person/per day solicitors fee is still applicable to those we can continue to require to pay.

/jsm

Attachment

ORDINANCE NO. 785

AN ORDINANCE TO AMEND SECTION 58 OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR THE REGULATION OF PEDDLERS AND SOLICITORS AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 58 of the Peachtree City Code of Ordinances be deleted in its entirety and replaced with a new Section 58 to read as follows:

CHAPTER 58: PEDDLERS and SOLICITORS

Sec. 58-1: Intent
It is the intent of this chapter to provide for the regulation of peddlers and solicitors within the city.

Sec. 58-2: Definitions
For the purposes of this chapter, the following definitions shall apply:

PEDDLER: Any person who goes from house to house, from place to place, or from street to street, carrying or transporting goods, wares, or merchandise and offering or exposing the same for sale, or making sales and deliveries to purchasers, or giving or leaving leaflets, pamphlets or other items that promote or advertise the sale of goods or the provision of services for profit.

SOLICITOR: Any person who goes from house to house, from place to place, or from street to street soliciting or taking or attempting to take orders for any goods, wares, or merchandise, including books, periodicals, magazines, or personal property of any nature whatsoever for future delivery, or seeking information, money, donations or financial assistance for any purpose whatsoever, or soliciting or taking or attempting to take orders for services to be furnished or performed in the future.

NONPROFIT ORGANIZATION: Organizations established for purposes other than generating profit, including schools and community service organizations. Such organization need not have obtained tax-exempt status from the IRS.

Sec. 58-3: Permit Requirement

Without having first registered at city hall, obtaining a permit and paying the appropriate fee, no peddler or solicitor may call at residences, offices or businesses or leave at residences, offices or businesses coupons, cards, circulars, flyers, samples or other written or printed solicitations. The permit shall state the specific dates on which the peddler or solicitor is permitted to engage in businesses as a peddler or solicitor. Each peddler or solicitor must carry the permit at all times and must produce the permit for inspection on the request of a law enforcement officer or, when calling on a residence, office or business, on the request of the occupant thereof.

Sec. 58-4: Application for Permit

Each person applying for a permit under this article shall complete a registration form giving complete identification, signature, name of employer and proposed method of operation in the city, and such other identification or information as may be requested. Each such person shall, in advance, pay the City a fee of $25 per day for each day its permit authorizes it to engage in business as a solicitor or peddler.

Sec. 58-5: Prohibited Acts.

It is unlawful for any peddler or solicitor to:

1. call at residences, offices or businesses clearly displaying a sign stating "No Solicitors Or Peddlers Invited, ""No Solicitation," or using similar language;
2. engage in door-to-door soliciting on Sundays or between the hours of 8:00 p.m. and 9:00 a.m. from May 1 through September 30, or between the hours of 6:00 p.m. and 9:00 a.m. from October 1 through April 30;
3. enter any private dwelling without the consent of the owner or occupant, or to remain there after being requested or directed to leave;
4. fail to register and carry or produce for inspection a permit when required under this Chapter;
5. make any false or deceptive statement on any registration hereunder.

Sec. 58-6: Exemptions:

1. Any person who, without compensation, solicits or accepts money, donations, or financial assistance of any kind for any religious, charitable, educational, political, or nonprofit organization or sells merchandise for a fee on behalf of such an organization, or who leaves leaflets or flyers or other papers related to such an organization shall be exempt from the registration and permit requirements of this Chapter. Such persons shall remain subject to the prohibitions set forth in Sections 58-5(1) through 58-5(3).
2. Any person who calls upon homes, offices or businesses at the request of or with the express permission of the occupants is exempt from the requirements of this Chapter.

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

Done, Ratified and Passed on this 5th day of September 2002.

____
Mayor

____

____

____

____________________________ Attest
City Clerk

____
City Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Basinger**

FROM: **Jane Miller**

DATE: **August 27, 2002**

SUBJECT: **Adult Entertainment Ordinance Revisions**

Rick Lindsey has advised the City that there may be problems with our Adult Entertainment Ordinance based on two recent court decisions (see attachment 1). The issues deal with the need to allow for appeal to Superior Court by the aggrieved person of any decision by the Council relative to the Adult Entertainment Ordinance. Additionally, the City Attorney is recommending language to attempt to protect employee information required by the City to issue a permit to work in a sexually oriented business. There may well be a conflict between the court ruling that requires the information to be confidential and the State of Georgia Open Records Law. The wording the City Attorney recommends allows disclosure only of that information required to be disclosed under the Open Records Law and establishes a process to attempt to notify anyone whose employee information has been requested as an open record. The Police Chief supports this language being added to the ordinance.

Staff recommends Council approve both attached ordinance amendments (attachments 2 & 3).

/jsm

Attachments

Jane -

I just read two cases which may impact out adult business ordinance. The first case coming from the U.S. Supreme Court approves our restrictions on distance requirements (from other adult business, etc.). The second case comes from the Sixth Circuit and involves the Nashville, Tenn. ordinance. It gives me some concern because the Nashville ordinance was held to be invalid on two grounds. The first we can easily address as it simply requires that any decision of the mayor and council be appealable to the courts. I want to add the following subsection to the adult business ordinance:

Sec. 10 - 36 Any person or persons severally or jointly aggrieved by any decision, action, or unduly delayed action by the mayor and city council may take an appeal to the Superior Court of Fayette County in accordance with the statutes governing such actions.

The second reason for the invalidity gives me more concern. The Sixth Circuit held that the personal information collected on the employees had to be kept confidential because such personal data could be obtained through an open records request and used against these employees by other individuals making threats, etc. I am concerned that keeping the information confidential may be illegal under the open records laws. I do want to protect that information as best we can however and, thus, I want to add the following to the ordinance:

Sec. 10 - 126 All information collected by the city under Sec. 10 - 122 shall not be disclosed to anyone outside of the police department, except as required under the open records laws of the State of Georgia and only after the police chief or his designee has sent notice via telephone and by certified mail, return receipt requested, to the person or persons of whom the information has been sought by any third person pursuant to an open records request. Notice shall be attempted only at the address and telephone number on file with the police department. The notice shall inform the person or persons of the open records request and state the date the police chief or his designee intends to disclose the information as required by the open records laws of the State of Georgia and the exact information which will be disclosed. In no event shall the information be disclosed sooner than ten days following the date notice is attempted by the police chief or his designee. Actual notice to the person or persons is not required provided that the police chief or his designee verifies that the telephone call was attempted and sending of the certified mail was accomplished. Verification is accomplished by the sworn affidavit of the chief of police or his designee that he or she has personal knowledge that notice was attempted as provided herein.

If you want to discuss, please call. THANKS

Attachment 2

ORDINANCE # ____

AN ORDINANCE TO AMEND ARTICLE II
SECTION 10-36 OF THE PEACHTREE CITY CODE OF ORDINANCES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article II, Section 10-36 be amended to read as follows:

Section 10 - 36. Appeals

Any person or persons severally or jointly aggrieved by any decision, action, or unduly delayed action by the mayor and city council may take an appeal to the Superior Court of Fayette County in accordance with the statutes governing such actions.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this _______ day of _____________ 2002.

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Mayor

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Attest: ______________________________
City Clerk

ORDINANCE # ____

AN ORDINANCE TO AMEND ARTICLE II
SECTION 10-126 OF THE PEACHTREE CITY CODE OF ORDINANCES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article II, Section 10-126 be amended to read as follows:

Section 10 - 126. ________

All information collected by the city under Section 10 - 122 shall not be disclosed to anyone outside of the police department, except as required under the open records laws of the State of Georgia and only after the police chief or his designee has sent notice via telephone and by certified mail, return receipt requested, to the person or persons of whom the information has been sought by any third person pursuant to an open records request. Notice shall be attempted only at the address and telephone number on file with the police department. The notice shall inform the person or persons of the open records request and state the date the police chief or his designee intends to disclose the information as required by the open records laws of the State of Georgia and the exact information which will be disclosed. In no event shall the information be disclosed sooner than ten days following the date notice is attempted by the police chief or his designee. Actual notice to the person or persons is not required provided that the police chief or his designee verifies that the telephone call was attempted and sending of the certified mail was accomplished. Verification is accomplished by the sworn affidavit of the chief of police or his designee that he or she has personal knowledge that notice was attempted as provided herein.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this _______ day of _____________ 2002.

____
Mayor

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Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **August 30, 2002**

SUBJECT: **LOST Renegotiations**

Council, I believe the attached update on LOST renegotiations prepared by Paul Salvatore accurately reflects the major points discussed during the first renegotiation session held last week between County and City representatives. However, I am not sure that "renegotiations' accurately describes what happened at this first session. Actually, Chairman Dunn advised us immediately at the start of the session that the County Commission unanimously voted that the County receive 50 percent of the sales tax collections, and that was the Commission's firm position. Mr. Dunn supported his position with the purported "facts" that the cities receive two LOST rollbacks, and further, that the County had to provide services to all the residents of Fayette County. However, the County Attorney would not permit any discussion on the levels of these services due to the pending tax equity lawsuit filed by the cities. Mr. Dunn also felt that it was not necessary to get into the details of the eight criteria contained in the State Law upon which renegotiation discussions should be based. In essence, no renegotiations took place at this first meeting.

I would like to stress several points related to the renegotiations. First, the County received more than a $3M windfall from FY 1993 through FY 2000 by refusing to sign the annual updated State sales tax distribution form. This form was prepared by Peachtree City and submitted each year to the Fayette County Chairman, who, in turn, was supposed to submit it to the State. The stated reason for the refusal to sign the annual updated form and submit it to the State was based on the fact the agreement between the County and cities on which the percentage split was based had expired, and they were not interested in negotiating another agreement. Thus, the County arbitrarily elected not to renegotiate the formula and has continued to use the 1993 percentages. Keeping the split of the Sales Tax at the 1993 percentages enabled the County's percentage to cease declining each year as it had been prior to 1993 due to the tremendous growth in the cities, particularly Peachtree City. Thus, Peachtree City alone lost approximately $2.2M through FY 2000 to the County during one of the highest growth periods in the City's history. The County windfall has continued to build to-date. Now, the Commission wants to increase that windfall by raising its share of the LOST split from 47.5 percent to 50 percent. With the County's growth projected to increase in future years and with Peachtree City at build-out, our total share of the LOST dollars may increase, but it will be at a declining rate.

A final point on which I would like to comment is tax equity. As pointed out in Paul's memo, the City projects the tax inequity to be over $2.6M. Granted, some of the line items in the County budget may be questioned, and the $2.6M may be a little more or a little less. It is now even more vital that the City continue to press the law suit in light of the fact that the County is insistent upon increasing its share of the LOST, and hence, the tax inequity.

To conclude, it is my recommendation that Council also be insistent that the 1993 LOST percentages must be the basis for dividing the LOST for the next 10-year period. To this end staff recommends adoption of the attached resolution. If the formula and the resulting windfall was good enough for the County in the past decade, then it should be good enough for the next decade.

RESOLUTION OF SUPPORT FOR RETAINING THE 1993 LOCAL OPTION SALES TAX DISTRIBUTION FORMULA AMONG FAYETE COUNTY AND THE MUNICIPALITIES OF FAYETTE COUNTY THROUGH THE DECEMBER, 2012.

WHEREAS: Fayette County, Georgia, and the municipalities located within its boundaries entered into an agreement for the distribution of Local Option Sales Tax (LOST) revenues prior to 1993 that reflected both the tax digest within the County and the populations of the municipalities; and

WHEREAS: The distribution formula has been used through the present time; and

WHEREAS: During the years this formula has been utilized, the population percentages for the participating jurisdictions and the overall digest allocation have altered due to growth, with the percentage of the digest and the population residing in the unincorporated portion of Fayette County decreasing substantially; and

WHEREAS: The municipalities submitted annually a revised distribution formula based upon those population changes in order to maintain an equitable distribution of LOST revenues; and

WHEREAS: The governing body of Fayette County elected not to file the revised LOST distribution formula with the State of Georgia, although those revisions would have properly reflected the decreasing digest and population percentage in the unincorporated portion of Fayette County, thereby decreasing Fayette County's share of the LOST revenues; and

WHEREAS: This failure to act resulted in a windfall in funding for the County in excess of $3 million, at a direct loss to the Fayette County residents dwelling within the municipalities; and

WHEREAS: Peachtree City alone lost an estimated $2.2 million in LOST revenue due to its significant growth during the decade; and

WHEREAS: It is now time for Fayette County and the municipalities located within its borders to once again negotiate a LOST distribution formula that will be fair and equitable to the residents of both municipal and unincorporated Fayette County; and

WHEREAS: Due to the projected growth rates within the municipalities and the unincorporated areas of Fayette County, the continued utilization of the 1993 LOST Distribution Formula would help to address the inequities in LOST distribution over the past decade; and

WHEREAS: The representatives of the municipalities within Fayette County have expressed agreement with a proposal to maintain the LOST distribution percentages at their current level for another ten-year period; and

WHEREAS: The governing body of Fayette County is now proposing a revised LOST distribution formula that would maintain the inequity placed upon the municipal residents of Fayette County.

NOW, THEREFORE, BE IT RESOLVED, that the duly elected representatives of the citizens of Peachtree City do hereby endorse the continued utilization of the LOST Distribution Formula percentages established in 1993 and utilized continuously since that time; and

BE IT FURTHER RESOLVED that we do hereby support the joint effort among all the municipalities in Fayette Counties to maintain the use of this LOST Distribution Formula percentages, as it has stood for the past decade without annual update, through December 2012; and

BE IT FURTHER RESOLVED that we do hereby encourage the governing body of Fayette County to recognize the long-term inequities in the LOST distribution, to enter the LOST negotiations with a spirit of cooperation, and to take the appropriate steps to achieve long-term equity in the distribution of LOST revenues among all residents of Fayette County.

Passed this _____ day of ____________________ 2002.

____
Mayor

____

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______________________________ Attest
Jane Miller, City Clerk

____
Council Members

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Jim Basinger, City Manager** Jim

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

DATE: **August 28, 2002**

SUBJECT: **L.O.S.T. Renegotiation Update**

As I am sure you are all aware, the Fayette County Commission has voted to request that their share of the Local Option Sales Tax be increased by 2.5% (from 47.5% to 50%). The Mayor, City Manager and I met with County officials on Monday August 26 in an attempt to negotiate the distribution, and convince the County officials that such a change would not be equitable, especially for Peachtree City. The current position of the cities is that the distribution formula should remain the same as it is currently. However, the County did not budge on their position and, in fact, argued that they should receive an even greater percentage of the tax. I will discuss some of their arguments later on in this memo, although I do not feel that they are valid arguments.

For now, though, I would just like to inform Council of the estimated financial ramifications of the proposed distribution formula, should the County receive 50% of the L.O.S.T. Please refer to Attachment 1 to this memo for a numerical presentation of this scenario. It assumes that the cities' 50% share would be distributed based upon the 2000 U.S. Census population data. In fact, state law guarantees that Fayetteville, Tyrone and Brooks are entitled to this per capita share, should they request it. As noted in the next to last column, the County would gain an extra $438K while Peachtree City would lose approximately $383K - the majority of the loss to the cities. Tyrone would also lose about $133K, but Fayetteville would actually gain about $79K. Brooks' share would remain about the same. Obviously, this formula would not be acceptable to the city.

A second scenario that I prepared (see Attachment 2) is based upon distributing all shares of the tax (County and Cities) based upon the 2000 U.S. Census population data. In this scenario, the County would still receive more and the cities less, but the impact would not be quite as dramatic. The loss to Peachtree City under this scenario would be reduced from $383K to about $181K. Tyrone would lose even more under this formula, while Fayetteville and Brooks would gain more. Although staff is not recommending this formula, it is being presented for illustrative purposes, and may be a possible compromise proposal should attempts to keep the formula 'as is' completely fail.

Attachment 3 to this memo presents a calculation that shows how much L.O.S.T. funds the city lost due to the failure of the County to update the distribution formula annually since 1993, as requested by the cities. As indicated, Peachtree City lost out on about $2.2M over this time period, while the County gained about $3.1M. The County argues that they were not obligated to update the formula annually, as requested, although they undeniably benefited by not doing so. This argument was presented to the County officials at the August 26 meeting as a major reason why the County should not be requesting a greater share of the L.O.S.T. at this time.

Another reason presented for not increasing the County's share was the issue of tax inequity. Attachment 4 to this memo presents a current calculation of the estimated inequity, based upon the County's FY 2003 budget, and current tax digest and population data. As indicated, the city alleges that the current annual tax inequity amounts to about $2.6M. County officials refused to discuss this matter during our meeting due to the impending lawsuit. They also indicated that they would be unable to provide us with any written guarantees to provide the city with additional funding – a possible solution to the suit.

As mentioned earlier, the County presented arguments for receiving a greater portion of the tax. One argument was that the County's total budget for general governmental expenditures represents 62.55% of all such expenditures countywide; therefore they should be entitled to about the same percentage of L.O.S.T. If all general governmental expenditures were funded solely by L.O.S.T., this argument may have some validity, but that's not the case! In fact, the County currently charges an Ad Valorem Tax millage rate for the incorporated areas that is approximately 75% higher than the city's millage rate. As opposed to Peachtree City, this is the County's main source of funding for general governmental expenditures, so it would not be necessary for them to receive L.O.S.T. proportional to their share of countywide general governmental expenditures.

They also argued that taxpayers within the cities receive a greater 'credit' on their tax bills due to the L.O.S.T. rollback calculation. This so-called credit is really just a calculated amount that is required for millage rate presentation and advertising purposes (since state law requires that L.O.S.T. be used to reduce property taxes). Again, the 'credits' calculated for the cities are higher because we receive a greater portion of our total revenue from L.O.S.T. (relative to Ad Valorem Taxes) than the County does. Therefore, this is not a valid argument either.

If the sales tax were to be redistributed based upon these arguments, this would enable the County to greatly reduce their millage rates, while the cities would then need to greatly increase theirs. As there would be no point in doing this, i.e. no benefit to the taxpayers within all Fayette County, staff recommends that Council maintain status quo by insisting that the current L.O.S.T. distribution percentages remain the same for the next ten-year period being renegotiated.

Attachment 1

Proposed L.O.S.T. Distribution
Based Upon County's Proposal of 50% for County-
(City's share divided by population- 2000 Census)

	Estimated* Revenue	Current Percent	Proposed** Percent	Revised Revenue Est.	Gain/ Loss	Percent Gain/Loss
Fayette County	$8,320,145	47.50%	50.00%	$8,758,047	$437,902	2.50%
Peachtree City	$6,242,736	35.64%	33.46%	$5,860,100	-$382,636	-2.18%
Fayetteville	$1,989,828	11.36%	11.81%	$2,068,663	$78,835	0.45%
Tyrone	$860,040	4.91%	4.15%	$726,667	-$133,373	-0.76%
Brooks	$103,345	0.590%	0.586%	$102,617	-$728	0.00%
Totals:	**$17,516,094**	**100.00%**	**100.00%**	**$17,516,094**		

* Based upon Peachtree City's FY 2003 Proposed Budget revenue estimate for L.O.S.T. (4% over FY2002 projected).
** Fayette County has proposed that their share be 50%. City's percentages are based upon split by population, per the 2000 US Census figures.

	2000 Population	Percent	Amount per $1M of Tax	% of Total Tax ($17.5M)
Peachtree City	31,580	66.91%	$669,110	33.46%
Fayetteveille	11,148	23.62%	$236,201	11.81%
Tyrone	3,916	8.30%	$82,971	4.15%
Brooks	553	1.17%	$11,717	0.59%
Totals:	**47,197**	**100.00%**	**$1,000,000**	**50.00%**

8/28/2002

Proposed L.O.S.T Distribution Formula
All Shares Based Upon 2000 Census (Pop.)

	Estimated* Revenue	Current Percent	Proposed** Percent	Revised Revenue Est.	Gain/ Loss	Percent Gain/Loss
Fayette County	$8,320,145	47.50%	48.28%	$8,457,581	$137,436	0.78%
Peachtree City	$6,242,736	35.64%	34.60%	$6,061,145	-$181,591	-1.04%
Fayetteville	$1,989,828	11,36%	12.22%	$2,139,634	$149,806	0.86%
Tyrone	$860,040	4.91%	4.29%	$751,597	-$108,443	-0.62%
Brooks	$103,345	0.59%	0.61%	$106,137	$2,792	0.02%
Totals:	**$17,516,094**	**100.00%**	**100.00%**	**$17,516,094**		

* Based upon Peachtree City's FY 2003 Proposed Budget revenue estimate for L.O.S.T. (4% over FY2002 projected).
** Based upon 2000 Census figures for population presented below.

	2000 Population	Percent
Fayette County	44,066	48.28%
Peachtree City	31,580	34.60%
Fayetteveille	11,148	12.22%
Tyrone	3,916	4.29%
Brooks	553	0.61%
Totals:	**91,263**	**51.72%**

Fayette County LOST Allocation Deficiencies
FY 1994 - 2000

Attachment 3

Brooks

FY	Calculated LOST%	Actual LOST%	Calculated Amount Owed	Actual Amount Received*	Amount Over (Under) Paid
FY 93	0.59%	0.59%	$37,147	$37,147	$0
FY 94	0.62%	0.59%	$61,002	$58,050	($2,952)
FY 95	0.62%	0.59%	$51,643	$49,144	($2,499)
FY 96	0.60%	0.59%	$56,775	$55,829	($946)
FY 97	0.61%	0.59%	$63,438	$61,358	($2,080)
FY 98	0.61%	0.59%	$75,567	$73,089	($2,478)
FY 99	0.61%	0.59%	$98,337	$95,113	($3,224)
FY 00	0.62%	0.59%	$94,747	$90,163	($4,585)
Total:					**($18,763)**

Fayettville

FY	Calculated LOST%	Actual LOST%	Calculated Amount Owed	Actual Amount Received*	Amount Over (Under) Paid
FY 93	11.36%	11.36%	$715,246	$715,246	$0
FY 94	12.20%	11.36%	$1,200,358	$1,117,711	($82,648)
FY 95	12.28%	11.36%	$1,022,868	$946,236	($76,632)
FY 96	11.95%	11.36%	$1,130,776	$1,074,947	($55,829)
FY 97	12.30%	11.36%	$1,279,155	$1,181,398	($97,757)
FY 98	12.45%	11.36%	$1,542,308	$1,407,279	($135,029)
FY 99	12.63%	11.36%	$2,036,062	$1,831,327	($204,735)
FY 00	13.32%	11.36%	$2,035,536	$1,736,012	($299,523)
Total:					**($952,152)**

Peachtree City

FY	Calculated LOST%	Actual LOST%	Calculated Amount Owed	Actual Amount Received*	Amount Over (Under) Paid
FY 93	35.64%	35.64%	$2,243,959	$2,243,959	$0
FY 94	36.14%	35.64%	$3,555,815	$3,506,620	($49,195)
FY 95	36.89%	35.64%	$3,072,769	$2,968,650	($104,119)
FY 96	37.67%	35.64%	$3,564,547	$3,372,457	($192,090)
FY 97	38.83%	35.64%	$4,038,177	$3,706,429	($331,748)
FY 98	38.98%	35.64%	$4,828,850	$4,415,090	($413,760)
FY 99	39.69%	35.64%	$6,398,360	$5,745,466	($652,894)
FY 00	38.92%	35.64%	$5,947,676	$5,446,433	($501,243)
Total:					**($2,245,049)**

** Actual amount received calculated from audited Peachtree City LOST receipts, FY October 1 - September 30*

8/28/2002

Fayette County LOST Allocation Deficiencies
FY 1994 - 2000

Attachment 3

Tyrone

FY	Calculated LOST%	Actual LOST%	Calculated Amount Owed	Actual Amount Received*	Amount Over (Under) Paid
FY 93	4.91%	4.91%	$309,142	$309,142	$0
FY 94	5.01%	4.91%	$492,934	$483,095	($9,839)
FY 95	5.04%	4.91%	$419,809	$408,981	($10,828)
FY 96	4.88%	4.91%	$461,773	$464,612	$2,839
FY 97	4.87%	4.91%	$506,462	$510,622	$4,160
FY 98	4.82%	4.91%	$597,103	$608,252	$11,149
FY 99	4.72%	4.91%	$760,903	$791,533	$30,630
FY 00	4.81%	4.91%	$735,055	$750,336	$15,282
Total:					**$43,392**

Fayette County

FY	Calculated LOST%	Actual LOST%	Calculated Amount Owed	Actual Amount Received*	Amount Over (Under) Paid
FY 93	47.50%	47.50%	$2,990,686	$2,990,686	$0
FY 94	46.03%	47.50%	$4,528,892	$4,673,526	$144,633
FY 95	45.17%	47.50%	$3,762,456	$3,956,534	$194,078
FY 96	44.90%	47.50%	$4,248,690	$4,494,717	$246,027
FY 97	43.39%	47.50%	$4,512,401	$4,939,825	$427,425
FY 98	43.14%	47.50%	$5,344,191	$5,884,309	$540,118
FY 99	42.35%	47.50%	$6,827,174	$7,657,397	$830,223
FY 00	42.33%	47.50%	$6,468,785	$7,258,854	$790,069
Total:					**$3,172,573**

** Actual amount received calculated from audited Peachtree City LOST receipts, FY October 1 - September 30*

8/28/2002

Simple Tax Equity Analysis of Fayette County
FY 2003 Budget

Attachment 4

	A	B	C	D	E	F	G
1	**General Fund**	**Total**	**Revenue**	**Allocation**	**Benefit Amt**	**PTC Benefit**	**PTC**
2	**Expense Category**	**Dept Exp**	**Offsets**	**Percentage**	**Allocated**	**Percentage**	**Benefit Amt**
3							
4	Total Gen/Admin	$ 2,769,455		80%	$ 2,215,564	34.60%	$ 766,585
5	Elections	$ 471,803	$ -	100%	$ 471,803	34.60%	$ 163,244
6	Tax Commissioner	$ 922,585	$ 323,000	100%	$ 599,585	38.80%	$ 232,639
7	Tax Assessor	$ 822,631		100%	$ 822,631	38.80%	$ 319,181
8	Superior Court Clerk	$ 845,867		100%	$ 845,867	34.60%	$ 292,670
9	Judge/Court Reporter	$ 612,803	$ 295,000	100%	$ 317,803	34.60%	$ 109,960
10	District Atty	$ 262,799	$ -	100%	$ 262,799	34.60%	$ 90,928
11	Magistrate Court	$ 396,240	$ 180,000	100%	$ 216,240	34.60%	$ 74,819
12	Juvenile Court	$ 284,669	$ 25,000	100%	$ 259,669	34.60%	$ 89,845
13	Probate Court	$ 288,431	$ 95,000	100%	$ 193,431	34.60%	$ 66,927
14	[redacted]					34.60%	[redacted]
15	Sher-Adm/Tech/Warr/Ct/Dar	$ 6,402,669		100%	$ 6,402,669	34.60%	$ 2,215,323
16	[redacted]					34.60%	[redacted]
17	[redacted]					34.60%	[redacted]
18	Coroner	$ 49,126		100%	$ 49,126	34.60%	$ 16,998
19	Animal Control	$ 285,448	$ 8,500	100%	$ 276,948	34.60%	$ 95,824
20	[redacted]					34.60%	[redacted]
21	Forestry	$ 2,376		100%	$ 2,376	34.60%	$ 822
22	Marshall's Office	$ 650,449	$ 105,600	100%	$ 544,849	34.60%	$ 188,518
23	[redacted]					34.60%	[redacted]
24	[redacted]					[redacted]	[redacted]
25	[redacted]					34.60%	[redacted]
26	Bldg/Grounds Maintenance	$ 1,473,314		80%	$ 1,178,651	34.60%	$ 407,813
27	Fleet Maintenance	$ 233,505		50%	$ 116,753	34.60%	$ 40,396
28	Fleet Replacement	$ 1,276,650	$ -	10%	$ 127,665	34.60%	$ 44,172
29	[redacted]					34.60%	[redacted]
30	[redacted]					34.60%	[redacted]
31	County Extens Svc	$ 124,180		100%	$ 124,180	34.60%	$ 42,966
32	Development Authority	$ 319,010		100%	$ 319,010	34.60%	$ 110,377
33	[redacted]						
34	[redacted]						
35	Health & Welfare	$ 648,220		100%	$ 648,220	34.60%	$ 224,284
36	Stonewall Vill-Debt Svc	$ -	$ -	100%	$ -	34.60%	$ -
37	Jail Bond-Debt Svc	$ 3,841,351	$ -	100%	$ 3,841,351	34.60%	$ 1,329,107
38	Solid Waste-Shortfall Trf	$ 128,463	$ -	100%	$ 128,463	34.60%	$ 44,448
39	[redacted]					34.60%	[redacted]
40	**Total Gen Fund Expenses**	**$ 40,602,929**					**$ 7,017,849**
41	No Benefit to PTC	18,456,191	$1,032,100		$ 19,965,653		
42							
43	**County Ad Val Taxes on PTC**						**$ 9,635,016**
44	$1,270,272,327 x 7.585 mills						
45	**TAX INEQUITY**						**$ 2,617,167**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jim Basinger

FROM: Jane Miller

DATE: August 30, 2002

SUBJECT: Payment of Rapson Ethics Violation Legal Fees by City

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A number of citizens have requested Council conduct a public hearing to discuss and vote on whether the City should pay Council Member Rapson's legal fees for the ethics complaint filed against him. I have attached a copy of their request (attachment 1) along with a copy of Attorney Caryl Sumner Black's opinion on this matter (attachment 2).

/jsm

Attachments

Ms. Jane Miller
Director-Administrative Services
City of Peachtree City
151 Willowbend Rd.
Peachtree City, GA 30269

RECEIVED
AUG 28 2002
PEACHTREE CITY
CITY HALL

August 28, 2002

Dear Ms. Miller,

We the undersigned hereby request that the following item be placed on the Council agenda for the regularly scheduled Council meeting to be held on September 5, 2002:

> Public hearing, discussion and Council vote re:
> Payment of Rapson ethics violation legal fees by the City

We are cognizant of the fact that the City has received a legal opinion stating that the City may pay these fees and costs under the indemnity resolution covering Mr. Rapson. We believe this is an erroneous conclusion.

More importantly, however, as citizens and taxpayers we resent having our money used to defend an elected official who has, in fact, been found guilty of violating the law. If Council wishes to use our money in such an unsavory manner we would like a public discussion of their reasons for doing so. Additionally, we would like a public vote on this unbudgeted expenditure so that we may ascertain the position of each Council member on this issue. Thank you.

Sincerely,

Jim Cole Debi Lenox Casey Campbell Charles Evans Chris Waples

Paula Kaigler Jim Stinson Gwen Rower Tim Kaigler

Mary Saunders Lisa Campbell Diane Meade Carol Fritz

Bob Lenox Joe Meade Gene Fritz Sharon Waples Mary Evans

Marcia Cole Gary Rower Margaret Stinson Bob Saunders

CARYL SUMNER BLACK, P.C.
5015 Oak Bluff Court
Atlanta, Georgia 30350
Telephone: (770) 390-0101 Fax: (770) 390-0111

TO: Jim Basinger, City Manager
City of Peachtree City

FROM: Caryl Sumner Black CSB

RE: OPINION: Whether legal expenses for Council Member Steve Rapson are authorized under the January 3, 2002 resolution providing legal expenses and indemnification to City officials and City employees in certain instances.

DATE: August 7, 2002

You have asked whether the January 3, 2002 resolution of the City Council of the City of Peachtree City, Georgia, provides for the payment of attorneys' fees to Council Member Steve Rapson following the decision reached by the City Ethics Board on July 11, 2002.

Peachtree City Code of Ethics

Pursuant to Section 62-90(f)(15) of the City's Ethics Ordinance, the City of Peachtree City Board of Ethics determined by majority vote that Council Member Rapson violated the City Ethics Code. Following a finding of violation of the Ethics Code, as further required by Section 62-90(f)(15) of the City's Code of Ethics, the Board determined the form of reprimand by majority vote. The Code of Ethics sets forth three options of reprimand. Section 62-90(f)(15)(a). The Board determined that of the three options of reprimand set forth in the Code of Ethics, the appropriate form of reprimand was: no formal reprimand [issue], but [that] an admonishment not to violate the Ethics Code in the future [be given]. Section 62-90(f)(15)(a).

The Peachtree City Code of Ethics defines "reprimand" as an expression of disapproval either public or private. In this instance, the Ethics Board voted that no formal reprimand or expression of disapproval was necessary, but that an admonishment not to violate the Ethics Code in the future was an appropriate course of action.

January 3, 2002 Resolution of the City of Peachtree City regarding potential liability of City elected officials, et al.

In pertinent part, the January 3, 2002 referenced resolution provides: "The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics (with the exception of officials of authorities) for representation before the Ethics Board, the investigation conducted by the Ethics Board, and any action taken by Council... [selection of legal counsel omitted].

This indemnification shall not apply to those individual who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. § 36-33-4."

As can be seen from reading the above, the January 3, 2002 resolution provides legal representation to any elected official for representation before the Ethics Board.

Indemnification does not apply to "those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. § 36-33-4". O.C.G.A. § 36-33-4 does not include specific definition for the phraseology "oppressively, maliciously, corruptly, or without authority of law".

Black's Law Dictionary defines the terms "oppressively, maliciously, corruptly, or without authority of law" in the following manner:

Oppression. The misdemeanor committed by a public officer, who under color of his office, wrongfully inflicts upon any person any bodily harm, imprisonment, or other injury. An act of cruelty, severity, unlawful exaction, or excessive use of authority. An act of subjecting to cruel and unjust hardship; an act of domination.

Malice. The intentional doing of a wrongful act without just cause or excuse, with an intent to inflict an injury or under circumstances that the law will imply an evil intent. A condition of mind which prompts a person to do a wrongful act willfully, that is, on purpose, to the injury of another, or to do intentionally a wrongful act toward another without justification or excuse. A conscious violation of the law (or the prompting of the mind to commit it) which operates to the prejudice of another person. A condition of the mind showing a heart regardless of social duty and fatally bent on mischief.

Corruption. An act done with an intent to give some advantage inconsistent with official duty and the rights of others. The act of an official or fiduciary person who unlawfully and wrongfully uses his station or character to procure some benefit for himself or for another person, contrary to duty and the rights of others.

Authority. Permission. Right to exercise powers; to implement and enforce laws; to exact obedience; to command; to judge. Control over; jurisdiction. Often synonymous with power. The power delegated by a principal to his agent. The lawful delegation of power by one person to another. Power of agent to affect legal relations of principal by acts done in accordance with principal's manifestations of consent to agent.

Each of the above definitions includes one commonality: each action referred to requires an intentional act.

In the present instance, the Ethics Board discusses intent and motivation. However, no finding of an "intentional act" supported either of the two votes taken by the Board.

Specifically, in discussing the first vote taken by the Board of Ethics, i.e. whether the City Code of Ethics had been violated, Board Members made the following comments:

> MR. WEBSTER: For me it has a lot to do with why he would do this. And Mr. Lenox wrote it out in one of his, his May 20th complaint. He said, "I believe that Mr. Rapson's acting with the following motives: Mr. Rapson's working publicly and privately to destroy the credibility of the development authority in an effort to force a monetary settlement of his wife's lawsuit under terms favorable to him and his family. Mr. Rapson's activities and vote were in direct furtherance of an effort to engage the agreements between the development authority and the City under the development authority, which the development authority operates the amphitheater and the tennis center. Mr. Rapson seeks to bring the amphitheater under direct council control so that he can engineer the rehiring of his wife as a director at an exorbitant salary. Mr. Rapson further seeks to cripple the development authority financially so that it will be unable to effectively defend themselves in court against his wife's lawsuit."
>
> <u>Now, it would seem to me definitely if any of those or all of those reasons, any or all, were true, then definitely he was, had an ethics violation here. But Mr. Lenox didn't substantiate any of them and, you know, just much like Mr. Gray was guessing what Mr. Lenox's motivations for bringing the lawsuit, it's, I think that's what Mr. Lenox is doing here, making guesses. And I don't see any way, shape or form that any of these things are going to Rapson because he voted to have special counsel look at the possibilities of what may or may not have been a wrongdoing.</u> (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, pp 158-159, ll 9-12.

> MS. SNOW: Well, I feel that we need to follow the ethical, or the ethics code of Peachtree City. And Section 62-1 again on abstention, it says that an official who has an interest, that he has, who has an interest that he has reason to believe may be affected by his official act or acts. He abstained seven or eight times, but then there is just two times he didn't. And I don't think that you can pick or choose when you are going to abstain and when you are not going to abstain...

Transcript, July 11, 2002 Ethics Hearing, p 159, ll 13-21.

> MS. MATWICK: The one thing I wanted to say about that, however, is that Mr. Rapson chose a mediator board, a special counsel. He himself is not voting whether the development authority is going to get money or whatever. He asked for a special counsel in which I see is an arbitrator or a mediator to decide. <u>And</u>

so he is, he, as I remember hearing him, he chose the lesser evil of saying well, I just can't let this contract just go, this altered contract just go. I want an independent counsel to review it. I don't see how that has anything to do with his wife's lawsuit. (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, p 160, ll15-25.

MR. AMOS: I guess I heard a little, two things bothered me. One, we have a, he had a legal opinion. Whether you agree with it or you don't agree with it, because I don't agree with a lot of attorneys, but there was a legal opinion that said don't do something. And from what I heard tonight, the only thing he did do was vote. He did not bring it forward. He only voted. And from what I heard tonight, his votes really didn't matter. It would have gone forward with or without his vote.

Therefore, I am troubled with the, I'm wrestling with if you have got a legal opinion that says don't do something and if you follow the legal opinion, the outcome is going to be the same, why not follow it, whether you agree with it or you don't agree with it? Why not, as, why not maintain some consistency? (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, pp 161-162, ll 21-10.

MR. WEBSTER: … And so it seems like he took it to heart on issues that he thought would directly affect the development authority. And this one, he felt compelled to just ask somebody else to check it out and see if it was valid or not. He wasn't making any decisions. (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, p 162, ll 17-22.

Further discussion ensued.

MR. WILLIAMS: Well, it appears from the wording in the code and even at that point from Mr. Rapson's testimony where you stated that he kind of was in a Catch 22, violate the lesser of two evils. It looks like according to the actual violation, he violated the words. And what I'm hearing is he, while he may have violated the words, he didn't violate the spirit of what it was meant to be. (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, p 167, ll 5-12.

MS. MATWICK: One thing, though, I want to say is that [was] is Mr. Rapson acting in his own benefit or to the benefit of the people of Peachtree City? And I find that he was acting to the benefit of the people of Peachtree City who elected him. I think he, his true intent was to protect the people, not to protect his own personal possible gain. And by asking for a special counsel, I mean he has no control over their opinion. (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, pp 167-168, ll 24-6.

Following the discussion excepted above, the first vote of the Board of Ethics was taken. The vote held that Mr. Rapson had violated the Ethics Code. In discussing the second vote to be taken by the Ethics Board, i.e. what form the reprimand should take, one comment concerning intent seemingly summarized the Board's opinion. That comment was:

> MR. WILLIAMS: All right. At this time, we'll entertain discussion in regards to the three options that are presented to the board from the ethics ordinance. I'm going to go ahead and state as everybody just thought the primary portion of the discussion has been <u>the mitigating circumstances that surround what Mr. Rapson did as to why he did it, what were the reasons behind it. And essentially like, as I stated before, did he violate the spirit of the ethics code. While he may have violated the wording, I don't believe necessarily that the spirit was violated. And as a result, I would recommend that no formal reprimand be the decision of this board at this time</u>. (emphasis added)

Transcript, July 11, 2002 Ethics Hearing, pp 171, ll13-25.

Following Mr. Williams' statement, a vote was taken. The Ethics Board, by majority vote, determined that no formal reprimand should issue but that an admonishment be given not to violate the Ethics Code in the future.

As can be seen from the excerpts from the Board's discussion, no finding of an intentional act that would amount to oppression, malice, corruption or without authority of law was found. Subsequently, the motion to issue no formal reprimand was reached.

As a consequence, with no showing of intent and a finding by the Ethics Board of no formal reprimand, I do not believe that the exclusion provision for indemnification provided in the January 3, 2002 resolution is applicable.

It is my understanding that another Council Member expressed the opinion that Council Member Rapson ignored a legal opinion and that "his violation [of the Ethics Ordinance] was clear to him and was predetermined based on his comments in the hearing." The Council Member's statement does not reflect the opinion reached by majority vote of the Board of Ethics. Unless appealed, the decision of the Board of Ethics governs the application of the City's indemnification agreement.

As a consequence, I believe Council Member Rapson is entitled to the payment of reasonable attorneys' fees incurred in preparation for and presentation of the hearing before the July 11, 2002 Ethics Board.

I hope the above provides you enough information. If you wish to discuss this further or need additional information, please let me know.

CSB:sf