

City Council of Peachtree City
Agenda
June 19, 2008
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Chris Campbell for 15 Years of Service
 - Recognize Joyce Horace for 10 Years of Service
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - June 2, 2008, Workshop Minutes
 - June 3, 2008, Workshop Minutes
 - June 5, 2008, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Alcohol License – Change in License Representative – Ruby Tuesday
 - 2. Consider Appointments to Airport Authority – Richard Whiteley, Gerald Stuart (Alternate)
- VIII. Old Agenda Items
 - 05-08-05 Public Hearing – Consider Variance Request – Buffer, Northlake/Aberdeen Parkway
 - 06-08-01 Consider Special Use Permit, Line Creek Retail
 - 06-08-02 Public Hearing – Consider Lifting Multi-family Housing Moratorium – Wieland's 89-acre Tract
- IX. New Agenda Items
 - 06-08-07 Overview/Discussion of Proposed FY 2009 Budget
 - 06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts
 - 06-08-09 Public Hearing – Consider Request to Re-name Peachtree Crossings to Dan Lakly Drive
 - 06-08-10 Public Hearing – Consider Variance, 113 Kraftwood Park, Front Setback
 - 06-08-11 Consider FY 2009 Funding Request - Promise Place
 - 06-08-12 Consider Approval of Ground Lease Agreement for Regents Park Extension
 - 06-08-13 Consider Bid – Ford F-250 for Police Department
 - 06-08-14 Consider Purchase of Telephone System - Leach Fire Station
 - 06-08-15 Consider Approval for Construction Administration (Leo Daly) for Police Department Renovations
 - 06-08-16 Consider Cancellation of July 3 Meeting
- X. Council/Staff Topics
- XI. Executive Session

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

City of Peachtree City
WORKSHOP
Minutes of Meeting
June 2, 2008
6:00 p.m.

The City Council of Peachtree City met in workshop session on Monday, June 2, 2008, at 6:00 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Staff members attending were: City Manager Bernard McMullen, Financial Services Director Paul Salvatore, Assistant City Manager/Developmental Services Director Colin Halterman, Acting Administrative Services Director/City Clerk Betsy Tyler, Fire Chief Ed Eiswerth, Public Services Director Tom Corbett, Police Chief Skip Clark, Leisure Services Director Randy Gaddo, Assistant Finance Officer Janet Camburn, and Systems Administrator Matt Robinson.

The purpose of the workshop was to discuss the proposed FY 2008-2009 budget. A copy of staff's PowerPoint presentation is included in the official meeting file.

Salvatore recapped the FY 2008 budget, which was projected to fall short of original budget estimates by \$556,126, primarily due to a shortfall in Local Option Sales Tax (LOST) collections. The FY 2008 budget had been amended in response to the shortfall, and expenses were cut and several positions were outsourced. Originally, the FY 2008 budget called for the use of \$828,232 in cash reserves (or appropriation of fund balance) to balance the General Fund budget. The use of cash reserves was now estimated at \$577,746, due to higher than anticipated expense savings. Salvatore pointed out that most of the additional expense savings resulted from spending down reserves in the debt service fund (\$520,000) in response to the LOST shortfall.

Salvatore looked at the challenges for FY 2009 and the future, noting that the FY 2010 budget would be more of a challenge due to the use of the cash reserves. He pointed out that, at budget preparation time last year, the LOST revenue for FY 2009 was estimated at \$8,077,103. The current LOST revenue estimate for FY 2009 was \$7,024,351, or \$1,052,752 less than last year's projection. The estimates for future years were also less.

Growth in the tax digest would also be less, Salvatore said. The tax digest was expected to grow by 1% in 2008, compared to the 2.5% estimated last year. Almost all the growth was from new growth, with minimal growth from revaluation of existing property. Salvatore added that revaluations were not expected to increase significantly, if at all, in the near future. He continued that, last year, a millage rate increase of 0.75 mills had been projected for FY 2009 based on the estimated 2.5%, not the 1% (\$142,000 difference). With no millage rate increase for FY 2009, and slower than expected growth in the tax digest, the millage rate increase projected for FY 2010 now stood at 1.5 mills.

Salvatore continued that investment income and Building Permit revenues also presented challenges. Interest earnings and cash reserves had dropped considerably, reducing investment income projections to \$64,000 this year. Building, plumbing, electrical, and

other permit revenues had been coming in slower than expected due to the slump in the housing industry. Salvatore said staff was not sure when it would pick up.

Over the past four fiscal years, the City work force increased by 43 full-time and 10 part-time employees, mostly for Public Safety needs. The total estimated cost, in today's dollars, for the new employees (salary and benefits only) was \$1,915,029. There were additional expenses for items, including vehicles, supplies, and uniforms. The only corresponding millage rate increase during that four-year period was in FY 2007, which now generated approximately \$462,000.

The City had relied heavily upon use of one-time revenues to balance the budget in previous years. The projection was that over \$1 million in one-time revenues would be used in FY 2008 and approximately \$1.8 million in FY 2009 cash reserves would be used to balance the General Fund operating budget. Salvatore said the City needed to decrease its reliance upon use of the cash reserves in order to maintain adequate fund balance levels in the future.

McMullen and Salvatore went over the five-year financial model. McMullen noted that, typically, when a millage increase was shown in future years, it would go away, but he did not think that could be done for 2010. The current model for 2010 showed a projected 1.49 millage rate increase, with an increase of 0.741 mills in 2011 and 0.28 mills in 2012. Logsdon said that, if the Point of Sale legislation went through, that the City could receive an additional \$2 million in LOST collections unless there was not as much fraud in Georgia as in other states when the legislation was enacted. Plunkett added that the economy could also turn around. Boone asked how the growth in Wilksmoor would affect revenues. Salvatore said that, based on the model, the growth in Wilksmoor (the West Village) would be revenue neutral.

Plunkett asked if the number of employees was set since there would not be that much additional growth. McMullen pointed out that 10 additional positions had been requested for FY 2009, but none were recommended.

Salvatore continued that the original departmental requested budget for FY 2009 would have required the use of fund balance in the amount of \$5,005,165. Due to cuts made by the City Manager, the projected use of fund balance was reduced to under \$1.3 million. The current departmental operating budget was over \$1 million less than projected at this time last year. The departmental requests for FY 2009 had included 10 full-time and two part-time new positions that were not included in the proposed budget.

Each department developed a prioritized list of items that were cut from their original requests. The priority lists totaled over \$1.4 million. A list of the top five (six) City-wide priorities was also developed. Salvatore and McMullen went over the priority lists for each department and the City-wide list. The top six priorities City-wide included the following:

- Firefighter/Sergeant (3-one per shift) salary & benefits, \$168,228 (0.099 mills);

- Police Department staff assistant-salary & benefits, \$42,314 (0.023 mills);
- Leisure Services staff assistant-part-time to full-time Gathering Place salary & benefits, \$26,678 (0.015 mills);
- Public Works – replace six F-250 natural gas vehicles (debt service cost, net of savings), \$18,047 (0.010 mills);
- Developmental Services – ASLA Convention, \$2,000 (0.001 mills); and
- Administrative Services part-time staff assistant-Human Resources, salary & benefits, \$15,721 (0.009 mills).

Logsdon asked if the City could accept funds from civic organizations for specific items for the Fire and Police Departments. McMullen said that could be done.

McMullen went over the proposed 2009 Public Improvement Program (PIP). The acquisition of land for the Recycling Center had been moved from the 2009 list, as well as several other items. McMullen noted, that as part of the solid waste franchise request for proposal (RFP), the vendors were asked about partnering with the City to fund the development of the Recycling Center. Salvatore added that there was an authority in existence according to state law regarding recycling. McMullen said the City could ask the County to activate the authority, which would allow the City to obtain a revenue bond to purchase the land for the Recycling Center and add the cost onto the refuse collection fees. The estimated cost would be an additional 29 cents per month per customer. Basically, there were options available.

As for expansion of the multi-use path system, McMullen said they hoped that the Special Local Option Sales Tax (SPLOST) for transportation would continue. The SR 54/Commerce Drive intersection improvements had been cut. When the project was added to the PIP, the intersection was consistently rated as one of the top two or three accident sites. Over the last few years, it dropped to the bottom of the top 10 list of accident locations. Staff had asked the County to include the evaluation of the SR74/SR 54 intersection in the County transportation plan. The funding for the design of the traffic signals at Georgian Park/Peachtree Parkway and SR 74/South Kedron Drive was in place, but the construction had been moved out.

The workout/storage/sleeping quarters for Satterthwaite Fire Station and the design for the South End Fire Station were moved out to 2010, McMullen continued. The PIP Contingency was cut from \$200,000 to \$100,000 based on the amount of projects left in the 2009 PIP. The 2009 PIP had gone from \$4.2 million to \$1.8 million. Salvatore added that three additional vehicles in the operating budget would be added to the Police Department replacement vehicle lease program. The savings would be \$18,000 each year. Haddix said he understood putting off purchases of vehicles and equipment, but asked when it would be determined that the maintenance cost equaled the debt service cost. McMullen said that he and the fleet manager evaluated the vehicles. The fleet manager also kept records on the vehicles, which showed the reasons and need for replacement.

McMullen went over Budget Alternates 1 and 2, which would fund the Citywide priorities for FY 2009. Alternate 1 proposed a 0.750 millage increase for FY 2009 and 0.490 for FY 2010. Alternate 2 included a 0.500 millage rate increase in FY 2009 and 0.990 millage increase for FY 2010. He added that, for the last four fiscal years, the cost of the additional employees had been funded from the cash reserve rather than fully funding the increase with the millage rate. McMullen said the projections for the last few years had come fairly close. Service levels would have to be cut in 2010 if the millage rate was not raised. Salvatore said smaller millage rate increases earlier in the model made it easier in the long run. Plunkett said to look for alternate revenue sources or look at services that could be cut.

McMullen asked Council for input and direction. Logsdon said they could get through 2009 without having a negative effect on services. They might find additional revenue sources, such as the point of sale tracking for 2010. There would be a big bite in 2010. Council had to decide whether to gamble on new revenue sources or start incremental increases now in order to keep the level of services and not bankrupt the City. The City could be in the same position as Atlanta without good management. The easiest way to impact revenue was through a millage rate increase, but there were forces at work in the state legislature that could hinder the ability to do that.

Haddix said the home value sales were down by 14%. According to a realtor friend, they just had the worst month. McMullen said that, according to the County Tax Assessor, as long as the assessed value of homes was within a certain percentage of the market value there would not be a reassessment.

Resident Bob Brown said that Council had the power to take more money from the citizens just by voting in a millage rate increase, but he could not go to his boss and mandate a raise to pay higher taxes. Residents were already paying more for gas and food. Their houses might be lower in value, but the assessment might not go down. They were hit from all sides. Sales tax collections were less because there was less money to spend. If the property tax was increased, people would have to spend less, which led to less sales tax collections. Plunkett said that lowering the level of services would also devalue the homes. The City would no longer be a desirable place to live. Brown said the services could be lowered a substantial amount, and the City would still be the best place to live because the City had so much more than other cities to begin with. Logsdon asked Brown where he would cut services. Brown said he would take a little from all except Public Safety, which was a critical area that the City had to provide. Recreation and Public Works would be targets. Brown said the City needed to look at how to live within its means. Logsdon said the City Manager had done a good job of paring down the proposed budget. Cutting services would make the City ordinary, and property values would not go back up. The City had spoiled itself for 50 years and provided great services, particularly in recreation. Brown said the City should look at higher fees for those services, and the citizens could decide whether to use the service or not. Boone pointed out that increased recreation fees had been discussed at a recent Council meeting and people had objected. Boone did not support any millage increase and hoped the tax digest and LOST would improve.

Boone asked about the cost to operate Kedron Fieldhouse. McMullen said he had asked Gaddo to put together information on the cost to operate the bubble at Kedron during the winter. If the bubble was the number one item that could be given up, it would most impact the Board of Education. All the swim teams at the County high schools used the facility. Boone asked if outsourcing the management of Kedron for a percentage of the revenue would be cost effective. McMullen said he did not know. The Fieldhouse operated at a \$700,000 loss each year. A private entity would want to make a profit. Plunkett suggested charging higher fees to non-City users of the facility. The City was no longer in the position to help everyone else. Boone said it might be time to look at the costs of running the other pools, too.

Haddix said there was no hope of turning things around until 2010. The City had to be a good household and look at where to start reducing costs. He pointed out that 7,000 people had move to Coweta County because it was cheaper. Salvatore pointed out that Coweta County had raised its millage rate one mill for the last six years in a row. Sturbaum said that, during tough economic times, the City had to look at what its customers could do without. The citizens should work with the City so the City could best serve them. Plunkett and Logsdon wanted to mull everything over until the June 12 workshop.

McMullen said the June 3 workshop would cover the Special Local Option Sales Tax (SPLOST), Stormwater Utility, and details on the Police Department renovation. The next budget workshop would be held on June 12.

There being no further business to discuss, the meeting adjourned at 7:34 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City of Peachtree City
WORKSHOP
Minutes of Meeting
June 3, 2008
6:30 p.m.

The City Council of Peachtree City met in workshop session on Tuesday, June 3, 2008, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Staff members attending were: City Manager Bernard McMullen, Finance Director Paul Salvatore, Assistant City Manager/Developmental Services Director Colin Halterman, Acting Administrative Services Director/City Clerk Betsy Tyler, Fire Chief Ed Eiswerth, Public Services Director Tom Corbett, Police Chief Skip Clark, Leisure Services Director Randy Gaddo, Assistant Finance Officer Janet Camburn, Stormwater Manager Mark Caspar, City Planner David Rast, and Systems Administrator Matt Robinson.

The purpose of the workshop was to discuss the proposed FY 2008-2009 budget. A copy of staff's PowerPoint presentation is included in the official meeting file.

Gaddo went over the cost/revenue analysis for the Kedron bubble. He noted that the bubble was put up the first week of October and came down the first week of April every year. The analysis was based on 2007 costs. If the bubble was not put up, the crew salary savings (Recreation and Public Works crews) would be \$21,455, and the savings in other areas (consultant, all utilities for bubble, repairs, rentals, pool passes, winter chemicals, winter USA lifeguard costs, etc.) would be \$179,990 for a total of \$201,445. Gaddo added that the consultant came in twice a year and had been valuable in helping to extend the life of the bubble. The possible revenue loss, a total of \$39,352, included classes, \$2,659; lessons and other teams, \$15,660; high school swim teams, \$1,422; open swim fees, \$11,091; winter pool passes, \$6,960; and birthday parties, \$1,560. The total annual savings if the bubble was not put up would be \$162,093. Gaddo added that the budgeted bubble replacement cost was \$235,000 or \$54,279 over five years. The replaced cost was shown for five years in the Public Improvement Program (PIP). The total annual savings, including the amortized bubble replacement costs, would be \$216,372.

Plunkett asked if it could be determined how many of the winter users were from the City. Gaddo said he could e-mail those numbers to Council. He added that there 158 students on the five County high school swimming teams that used the facility, and 53 of the students were City residents.

Sturbaum commented that staff had been very successful in extending the life of the bubble. He asked when the replacement was scheduled. Salvatore said it would be in 2011. Gaddo said the consultant had checked the bubble in April and had not seen any reason why the bubble would not last until 2011. The bubble system was unique, and the consultant was one of only three people with expertise. The consultant had saved the City countless dollars and hours.

Salvatore said the FY 2009 proposed Stormwater Utility operating budget totaled \$1,348,291 and included adequate cash flow to meet the stormwater bond covenants. Numerous capital projects were underway or completed. The revenues for FY 2009 were projected at \$1,348,291, and the operating expenses and appropriations were projected at \$1,320,869, which left \$27,422 available for the renewal and extension fund.

Boone asked when the work would be completed on Huddleston Pond. Caspar said work had begun on the dock, and it should be completed soon.

There was an update on the status of the stormwater capital projects list. Seven projects had been completed, four were under design, and several were open. The capital projects list totaled \$3,905,785. Caspar explained that the prioritization of the projects was based on structural flooding. Council was particularly interested in the Rockspray Pond dam rehabilitation project. McMullen said the procedure on this project would be different from what had happened with Huddleston Pond since the dam did not have the structural problems that Huddleston Pond had. The design would be finished in advance. Plunkett said the City should make sure the neighborhood knew what would happen ahead of time. All the projects were funded in the bond.

Salvatore said Council had agreed on a plan for the repairs to the Police Department headquarters building. The departmental FY 2009 operating budget requests and plan review comments included additional items associated with upgrading the facility. McMullen added that, in addition to replacing the bad insulation, there was additional work needed on the drywall, and the exterior metal surfaces needed to be cleaned and coated. Also, there were additional drainage costs. The estimate had been \$50,000, but the work actually cost \$72,606, and there was a contingency fund in the project. Additional items that were not included as line items included the awnings and gutters at \$10,332, and additional rent (October-December 2008) at \$42,000. The schedule was not finalized yet, but the work should be finished around the first of December, and the Police Department would move during the month of December. The additional items, minus contingency, totaled \$119,591.

McMullen continued that there items included in the requests for FY 2009 operating budget that could be included in the loan for the renovation. Those items included evidence shelving, security rewiring, records room shelving, office furniture, additional juvenile file storage, a mounted receiving antenna to improve communications inside the building, landscaping, and front parking lot paving, totaling \$119,400. Additional items requested during the plan review included windows in the training room (there were no windows currently), interior remodel-HVAC design, and EFIS scoring that was not originally presented by the contractor. A trailer pad had been requested for the CERT trailers, and a gate would be relocated. The changes also included enclosing the reception area and moving a door in the juvenile area. Final costs were not available for the mold remediation, enclosing the office, and moving the door. The deficit amount of \$697,461 would be funded from the FY 2009 Bricks & Mortar loan, which would be refinanced at a lower rate. Plunkett asked if \$70,000 was the normal amount for closing costs. Salvatore said he tried to be conservative when he estimated the cost. It depended

on what was involved. He hoped the savings in re-financing the loan would offset some of the costs.

Salvatore went over the Special Local Option Sales Tax (SPLOST). The current SPLOST collections began in April 2005 and were due to end after the March 2010 payment. The current estimated cost of all SPLOST projects exceeded \$15.6 million. Approximately \$11 million of the funding would come from SPLOST and the rest from grants. McMullen and Rast gave an update on the list of projects. New projects could not be added to the list, and the money from projects that had been deleted from the list had been moved to resurfacing. Rast explained why a tunnel could not be located from Westpark to Market Place, adding that DOT was willing to put an at-grade crossing at the intersection of SR 74/Marketplace Connector/Westpark Drive if the intersection were ever signalized.

Plunkett left at 7:10 p.m.

Logsdon said that the SPLOST had been an overwhelming success in the City. He said that the *UPDATE* should include information on what had been accomplished with the funds so the residents would see the benefit of the SPLOST. Sturbaum agreed that the projects had benefited all the citizens.

Salvatore said the next workshop was scheduled on June 12. The public hearing on the budget was scheduled on July 17. Logsdon said Council needed to mull over the information and would let staff know more if another meeting was needed. Sturbaum commended staff on good planning and said good management had made the process simple.

Logsdon asked, on Plunkett's behalf, what would be done about the pools. Gaddo said the only serious discussion had been regarding the Clover Reach pool. Staff was working on a plan about what to do if it closed, adding there were costs involved in closing. Logsdon said the pool had been discussed for two years, and the pool should either be closed or Council should be told why it should stay open. Gaddo said that the pool had been analyzed last year, and staff felt the pool served a valid purpose for the \$25,000 annual cost. He would bring Council an update at the June 5 meeting. Logsdon said he would support keeping the pool open if the numbers justified it.

Boone also complimented staff on their work. He felt that recommending no increase in the millage rate was the right signal to send to the citizens during the economic downturn. McMullen added that FY 2010 would be a challenge.

There being no further business to discuss, the meeting adjourned at 7:33 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Meeting
June 5, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, June 5, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon read a proclamation for Jefferson Davis' bicentennial birthday. Logsdon also reminded those at the meeting that registration for the July 4th parade was underway.

Public Comment

There were none.

Agenda Changes

Plunkett moved to move Agenda Item 06-08-02 to the beginning of the New Agenda Items. Boone seconded. The motion carried unanimously.

Minutes

Plunkett moved to accept the May 15, 2008, regular meeting minutes with one change on page 8 and the May 19, 2008, workshop minutes as written. Haddix seconded. The motion carried unanimously.

Monthly Reports

Logsdon noted a correction to the Public Services monthly report. The number of hours for Right of Way Litter Pickup for FY 2008 YTD should be 3,246 hours instead of 324 hours.

Consent Agenda

1. Consider Approval of Fayette County Water Easement for USGS Monitoring Station in Line Creek Nature Area for Lake McIntosh
2. Consider Budget Adjustments

Plunkett moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

Old Agenda Items

- 05-08-05 Public Hearing – Consider Variance Request – Buffer, Northlake/Aberdeen Parkway**

Logsdon noted that the applicant had requested the public hearing be continued. Plunkett moved to continue the public hearing until June 19. Boone seconded. The motion carried unanimously.

New Agenda Items

- 06-08-02 Public Hearing – Consider Lifting Multi-family Housing Moratorium – Wieland's 89-acre Tract**

Dan Fields of John Wieland Homes and Neighborhoods said they had a plan ready to present; however, the Atlanta Christian College task force was scheduled to meet on June 10. Fields continued that they wanted to defer the request until after the task force meeting and asked Council to continue the public hearing until June 19.

Plunkett moved to continue agenda item 06-08-04 until June 19 based on the petitioner's request. Boone seconded. The motion carried unanimously.

06-08-01 Public Hearing – Consider Special Use Permit, Line Creek Retail

Logsdon said the applicant would present first, followed by City Planner David Rast, and then comments would be taken from the public. The public hearing protocol was read.

Rick Lindsey spoke on behalf of the applicant, Doug McMurray of Capital City Development. He noted that the site plan shown at the meeting (a copy of the PowerPoint presentation is included in the official meeting file) was an earlier rendition of the site plan, and minor changes had been made to it. The parking lot drive had been perpendicular to SR 54 and had been turned 90 degrees so it was parallel to SR 54, providing more ease in moving traffic and better access from Retail A to the smaller shops and restaurants. The buffer in the back would be in excess of 100 feet in some areas and up to 130 feet in other areas bordering Cardiff Park. He added that there had been many changes, and Rast had asked them to not submit another plan until after the special use permit. The development was off of SR 54. Retail A would be as close as possible to SR 54 per the request of the Planning Commission and the requirements of the SR 54 Overlay District. Lindsey referenced the elevation of Retail A and said there would be a covered trellis patio area between the building and the highway. The shops would complement the development on the north side of SR 54. There would not be any large expanses of blank walls. The intent was to make a statement that people were in a quality city with a quality development. The entrance off SR 54 was a grand avenue type of entrance with larger than normal trees, two lanes coming in and two lanes going out, and traffic-calming devices made with pavers. The east side of the development was along Planterra Way. Per the development agreement signed earlier, the developer and the City would look at what needed to be replanted to screen and buffer the retail center once the grading was done. On the southern portion along Cardiff Park, there would be a 50-foot dedicated greenbelt (given to the City) and an enhanced buffer with a six-foot berm topped by a six-foot fence/wall supplemented by additional trees. The elevation of the rear portion of the development would be brought down so the buildings would be lower than the rear buffer. Cardiff Park residents would not see the back of the development. Lindsey showed a cross-section of the buffer. He said great pains were also being taken to protect the Line Creek Nature Area. The developer would work with the Southern Conservation Trust and set aside parking places and put up signage for the preserve, if it was wanted.

Lindsey continued that the Planning Commission had looked at the application several times. The application was originally filed in March, and the City Planner had asked for supplemental information. The application was filed again in mid to late April. Lindsey summarized the requirements for a Special Use Permit. It had to be compatible with the Comprehensive Plan for the City, and it was compatible with the Comprehensive Plan as well as the SR 54 West Corridor Overlay District, which was designed to build continuity along SR 54. Lindsey noted that the overlay district contemplated there would be some mixed use development and that all the tracts along Line Creek Drive would be combined into one larger retail center under one owner. Another requirement was that the Special Use Permit must be compatible with the adjacent properties. The property across the highway was zoned General Commercial (GC). Lindsey said the tract itself was zoned GC, and Cardiff Park had been rezoned for residential use from GC. One side was zoned Open Space (OS). All the utilities were available to the site. There would be safe pedestrian and vehicular traffic access. The developer had applied to the Georgia

Department of Transportation (DOT) for a signal at the entrance on SR 54. Switching the parking lanes inside the development made the development pedestrian-friendly. The plan was compatible with the GC zoning district and with the Land Development ordinance.

Lindsey summarized the development agreement's major points. It must be binding on the successors. Any ambiguities between the development agreement and the ordinances would be resolved via the most restrictive regulation. The developer would pay the City \$500,000 for abandonment of the right-of-way. The development would not exceed 175,000 square feet. There would be no more than three buildings with single tenants exceeding 32,000 square feet, and the proposed plan presented to the Planning Commission had two buildings that exceeded 32,000 square feet. There would not be a freestanding restaurant with a drive-through window, except for a coffee shop. There would be no business whose primary business was the sale of gasoline. There would be the minimum number of parking spaces per the ordinance. There would be no stormwater detention in the 30-foot buffer adjacent to SR 54. Golf cart parking would be available throughout the site. The vegetative buffer next to Cardiff Park had been discussed, and there would be no building closer than 75 feet. Schematic plans for lighting, landscaping, stormwater management plan, building elevations, amenities, traffic circulation, pedestrian circulation, and golf cart paths must be submitted. The retaining walls in the back of the site must be built of earthen filled baskets, which would help with sound absorption. There would be no disturbance in the Line Creek Nature Area. The developer would work with the City to determine if additional plants or trees would be required along Planterra Way. Sound baffles would be installed on roof-top mechanical equipment. Delivery trucks would be restricted from making deliveries between 8:00 p.m. and 8:00 a.m. The outdoor sound system would be similar to that at The Avenue. The developer had agreed to work with the Planterra and Cardiff Park Homeowners Associations (HOAs) to design a landscape plan for the entrance to Planterra Way and to install the landscaping once there was an agreement on what to put in. There would be no internal road connection to Planterra Way. The developer would approach the DOT about a traffic signal.

Lindsey continued that the developer agreed with all of staff's recommendations, but two which would be discussed with Council. The development must take place according to the master plan and the schematic building elevations as presented in the application with the ability to make minor modifications. The uses in the retail center were restricted to retail businesses, offices, indoor commercial recreation facilities, publicly-owned buildings or facilities, open space, and accessory uses such as parking lots and dumpsters. No more than one business with the primary business of selling alcohol was allowed, and the size of the store had to be smaller than 3,000 square feet. There would be no auto repair business on site. Other prohibited uses included hotels, motels, cocktail lounges, auto washing facilities, boat sales, businesses whose primary business was the sale of gasoline, animal hospitals, adult bookstores, bingo parlors, bowling alleys, pool halls, skating or roller rinks, electronic gaming centers whose primary business was game playing, pawn shops, second-hand stores, close-out or liquidation stores, flea markets (consignment stores would be allowed), blood banks, tattoo parlors, or facilities whose primary business was check cashing. There would be no dumping of garbage, congregation of day laborers, transportation facility or terminal, self-storage facility, off-street auto parking facility, and no open yard for the sale of materials or equipment. They agreed with the list of businesses that were not permitted. Lindsey noted that all those businesses were allowed in GC zoning without a special use permit. No conditional uses would be permitted as outlined in the

ordinance. There must be dedicated access to the Flexxon development. The parking areas must comply with the City ordinance. Dumpster locations would be identified in the conceptual site plan. The use of garbage compactors would be encouraged, which would be discussed with the retail users. The rear of Buildings B, C, D, and E would have architectural features and parapets to prevent large blank walls and to hide mechanical equipment. The lighting plan must be approved by the City to prevent glare and spillover onto the adjacent residential subdivisions. The plant material would be inspected two, three, and five years after the certificate of occupancy was issued, and diseased or dying plants would be replaced by the owner. Detailed plans of the buffer must be provided. There must be a six-foot high berm with a privacy fence on top at the rear of the development. The developer must obtain state approval before installing any sidewalk or path along the right-of-way of SR 54. Land disturbance permits would not be approved until the DOT approved the signal request. Any modifications to the side building elevations must be approved by the City, and the City had the right to make minor modifications to those elevations. The developer must continue to work with the City staff to ensure adherence to all the ordinances. Any substantial change to the site plan must be approved by bringing a new site plan before the Planning Commission.

Lindsey said the developer agreed to the conditions in the development agreement, but had an issue with the recommendation that there be no land disturbance permit be issued until the DOT approved the signal request. The DOT told the developer that the entrance met the warrants for a traffic signal, but getting the signal permit could take up to nine months. The developer would like to start on the demolition of the existing buildings and the grading before that, and Council approval was needed. The right-of-way property appraisal had come back at \$364,000, but the developer had agreed to \$500,000 that would be paid to the City upon approval of the final site plan. The hydrology study showed that the water runoff would be contained in the two retention ponds. There was no floodplain on the site, but the ponds would hold that water and allow it to flow off the site at the current rate. The traffic study met the guidelines of the City. One intersection would go from a C to a D by a delay of just a few seconds. The development was restricted to a single entrance and exit. There was a right-in and right-out at the Flexxon development that would hook up to the site. Lindsey noted that Council Member Haddix had discovered an access road on a master plan that ran from Fulton Court to the SR 54/MacDuff Parkway intersection. The developer had no opposition to that, but the developer had agreed to not be hooked up to Planterra Way. The property would develop as GC. Without a signal, traffic would be more dangerous. With a signal, everyone understood what they would be getting. The developer understood the importance of the SR 54 West corridor and was doing everything possible to minimize the impact of the shopping center.

Lindsey noted that a resident had asked about requiring median plantings along SR 54 similar to SR 74 at a Planning Commission meeting. Lindsey continued that McMurrain and Rast had discussed the plantings, and McMurrain had agreed to landscape the highway median from the edge of the City to Planterra Way, which would complete the look along the corridor and bring it up to City standards.

Lindsey said a problematic piece of property would become a quality development if the Special Use Permit were granted. Lindsey added that, as required by state law, not granting the permit was a deprivation of the developer's constitutional rights under due process and equal protection

under the federal and state constitution. Lindsey acknowledged this was the most important project to come before Council in a long time. The proposal was a win-win for all involved.

Rast said that the Planning Commission and staff had been working on several variations of plans for the proposed development for approximately 18 months. The plan had been discussed 10 to 12 times in public workshops and meetings with the Planning Commission. The Special Use Permit application had been reviewed by the Planning Commission and had a full review by City staff. Rast continued that, when the GC ordinance was amended to include the Special Use Permit, there had been a lot of detail about what was required to consider a Special Use Permit application. Staff had looked at ordinances and recommendations from several organizations and had included the best of the best in the Special Use Permit process. This was the first Special Use Permit application to be considered. Rast said the first time the application was turned in (March), the presentation was weak. Staff sent the application back, and it was turned in again with a very detailed report. The Planning Commission had reviewed the application more than any commercial project in the last eight to nine years, and the plan had been revised based on the Planning Commission's comments. The first public hearing was more of a workshop session to go over the information. A special called meeting was held for the Planning Commission to take action. Four Planning Commissioners attended the meeting and unanimously approved the application with conditions.

Rast went over the Special Use Permit procedures set forth in Section 1006.4(d) Review procedures. Although Lindsey had gone over some of the items in detail, Rast said he also wanted to bring up some things Council might not be aware of.

In considering applications for special use permits, the planning commission and city council shall use the standards set forth in section 1305 of this appendix and shall consider the following criteria:

- (a) Compatibility of the proposed use and location with the policies established in the comprehensive plan.*

Rast noted that the property had been zoned GC for many years. Until it was rezoned for residential use in the late 1990s, Cardiff Park had also been zoned GC. The SR 54 West Corridor was intended to be regional retail center, according to Land Use Plans dating back to the 1960s and 1970s. Some of the uses in the area could be considered regional, while others were considered village retail. The SR 54 West Overlay District was adopted in 2001. The City had looked at the development in the corridor, and the consensus had been to combine the smaller tracts for larger developments. The proposal complied with that. The intent of the master plan and overlay district had been to create a combined corridor with the commercial development, and design guidelines were adopted. All the buildings had met those guidelines since they were adopted. Wal-Mart and Home Depot were built prior to adoption of the guidelines. The initial plan for the south side of the SR 54 corridor included a frontage road from MacDuff Parkway to Planterra Way, but the road would not be built due to resistance from the Planterra HOA and Pathway Communities' refusal to lift deed restrictions. The application met the intent of the SR 54 Overlay District with the exception of the frontage road.

- (b) Compatibility of the proposed use with the character of adjacent properties and the surrounding neighborhoods and with existing and proposed development.*

Rast said that, in the 54 West master plan, they had tried to develop guidelines for commercial development that would blend the developments together. The retail backed up to residential on the south side of the highway. The Special Use Permit was not in place at the time those businesses had been built, so there was only so much that could be done.

(c) Availability of, or ability to provide, adequate utilities, drainage, parking and loading space, lighting, screening, landscaping and open space.

The application had been sent to all the utilities. All of the utilities were in place. The Stormwater Manager had reviewed the hydrology study, and it met the required criteria. The traffic study met the criteria, also. In addition to what had been provided regarding site lighting and landscaping, the aesthetics of the project were also important and had been addressed by the task force that worked on the project. The applicant had met that criteria as well.

(d) Provision of safe and convenient vehicular, pedestrian, bicycle, and alternate modes of transportation.

There would be extensive golf cart traffic to and through the development once the multi-use path connections were in place. The applicant had committed to building a path to the Tennis Center, which would allow golf carts to get to Huddleston Road.

(e) Compatibility of the proposed use with the intent and function of the GC zoning district.

The application complied with the intent and function of the GC zoning district. The property had been zoned GC for years. The SR 54 West Overlay District had requirements for the aesthetics and how the project should blend in with the corridor.

(f) Compliance with applicable performance standards and requirements as set forth in the city's land development ordinance.

The plan complied with the land development ordinance. Once it reached the conceptual site plan stage, more details would be required regarding the hydrology study and making sure the landscaping and drive aisles in the parking lot met all the specifications in the ordinances. The engineer who did the site plan assured staff that everything was done based on the City's current ordinances.

Rast continued that, as far as approving the application, there was not an automatic permit given if an application was submitted. The applicant had to comply with all the submittal requirements before it was accepted. During the staff, Planning Commission, and Council review, additional requirements could be imposed based on what would be best for the project and the impact on the neighborhood. The applicant had agreed to a number of conditions in the development agreement, which was a binding document. Another 18 conditions had been added that were tied to the Special Use Permit. The list of permitted uses in GC zoning was appropriate for developments adjacent to residential zoning. To protect the adjacent homeowners and the City, criteria were outlined as far as businesses that could not be located in the retail center. The schematics for the building elevations complied with the SR 54 West guidelines. There were also special stipulations for site light in the guidelines. There was concern about allowing clearing and grading before the permit was issued for the traffic signal, which meant traffic would be going in and out without a signal. They did not want to end up with 14 acres of cleared dirt with nothing on it. The master plan had identified a signal at the intersection. All of the

signals were to be evenly spaced and synchronized. At the time the master plan was done, the intersection had not met the warrants for a signal.

The following 18 conditions were recommended for the approval of the application:

1. *Approval of the Special Use Permit is conditioned upon the execution of all items identified within the recorded Development Agreement, attached hereto as Exhibit "A" and incorporated herein by express reference.*
2. *Development shall take place in conformance with the master plan and schematic building elevations prepared by Site Solutions (last revised April 16, 2008), a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to these plans or any of the conditions and requirements of this section shall require an amendment of the Special Use Permit application approved by City Council.*
3. *In addition to those uses identified within the Development Agreement, the following uses shall be permitted:*
 - a) *Retail business involving the sale of merchandise on the premises.*
 - b) *Business involving the rendering of a personal service on the premises.*
 - c) *Office for governmental, business, professional or general purposes.*
 - d) *No more than one business whose primary business is the sale of alcohol; provided that this restriction shall not prohibit individual restaurants from selling beer, wine, distilled spirits or other beverages. Such business whose primary business is the sale of alcohol shall not be located within a freestanding building or tenant space exceeding 3,000 square feet in gross floor area.*
 - e) *Automobile parts sales; provided that the repair of vehicles on the premises of any business by the property owner, the tenant or customers shall be prohibited.*
 - f) *Indoor commercial recreation facility.*
 - g) *Publicly owned building, facility or land.*
 - h) *Building, facility or land for a non-commercial park, recreation, thoroughfare or open space purposes.*
 - i) *Accessory use, in accordance with Section 908.*
4. *In addition to those uses identified within the Development Agreement, the following uses shall **not** be permitted:*
 - a) *Hotel or motel.*
 - b) *Cocktail lounge, disco or dance hall.*
 - c) *Automobile repair facilities, including oil change facilities and emissions testing centers.*
 - d) *Automobile washing facilities.*
 - e) *Automobile sales and leasing (new and used vehicles).*
 - f) *Boat sales and leasing (new and used).*
 - g) *Establishments whose primary business is the sale of gasoline or diesel.*
 - h) *Animal hospitals or veterinary clinics with outdoor kennel facilities.*
 - i) *Adult novelty stores, book stores, entertainment centers, theatres, and amusement facilities, peep shows and massage parlors, provided that this restriction shall not prohibit a day spa from locating within the development.*
 - j) *Bingo parlor, bowling alley, pool hall, billiards parlor, skating rink and roller rink.*
 - k) *Electronic gaming centers where the primary business is from game playing.*

- l) Pawn shops, second hand stores, closeout or liquidation stores, flea markets, bankruptcy or fire sales, provided that this restriction shall not prohibit a consignment store from selling new and/ or unused merchandise.*
 - m) Blood bank and plasma centers.*
 - n) Tattoo parlors.*
 - o) Check-cashing facilities, where check-cashing is the primary function of the business.*
 - p) Facilities for dumping, disposal, incineration or reduction of garbage or refuse.*
 - q) A site for day laborers to congregate or to solicit work.*
 - r) Transportation facility or terminal.*
 - s) Self-service storage facilities, i.e., mini-warehouses.*
 - t) Off-street auto parking facility.*
 - u) Open yard for the sale, rental, and/ or storage of materials or equipment, including junk or salvage materials.*
- 5. There shall be no conditional uses permitted on the property.*
 - 6. The site plan shall provide for a dedicated access drive to the adjoining Flexxon tract (formerly known as the Peachy Clean car wash tract) as shown on the final site plan approved for The Shoppes at the Village Piazza on August 21, 2007. The location and design of this access drive shall be coordinated with the adjoining property owner and approved by City Staff prior to being shown on the conceptual site plan.*
 - 7. The design of all parking areas, including the dimensions of all planting islands, shall comply with city ordinances and be reflected on the conceptual site plan submittal.*
 - 8. The location of all dumpsters and associated dumpster enclosures shall be identified on the conceptual site plan. Those dumpsters located behind retail buildings "B", "C", "D" and "E" shall be located and designed such that noise generation will be kept to a minimum. Where applicable, compactors shall be located within these buildings to minimize noise.*
 - 9. The rear building elevations of retail buildings "B", "C", "D" and "E" shall contain architectural features to minimize the appearance of blank walls. The parapets on the rear of these buildings shall be increased in height and designed to screen views from off-site to the roof-mounted mechanical and utility equipment.*
 - 10. Site lighting shall comply with current city ordinances. A detailed photometric site lighting plan, which includes lighting on the exterior of all buildings, shall be prepared and submitted prior to approval of the final site plan. Site and security lighting along the rear of retail buildings "B", "C", "D" and "E" shall be designed to prevent glare and spillover onto the adjoining residential subdivision.*
 - 11. In addition to the required maintenance inspection of all plant material at the end of the 2-year period from the date the Certificate of Occupancy is issued (conducted by the City Landscape Architect), the developer and/ or project owner shall agree to meet with the City Landscape Architect and a representative from the Cardiff Park Homeowner's Association to inspect the plant material located between the development and Cardiff Park at a 3-year and 5-year period from date the Certificate of Occupancy is issued. Any vegetation that is dead, dying or diseased must be replaced at the owner's expense.*
 - 12. It is understood the buffer at the rear of the subject tract is paramount and the Applicant shall agree to develop a detailed berming, fencing and landscape plan that is reviewed and approved by the City Landscape Architect and the Planning Commission as a part of the conceptual site plan submittal package.*

13. *In addition to the 50' greenbelt along the southern property boundary adjoining the Cardiff Park subdivision that is to be dedicated to the city, the Applicant shall install a berm of no less than 6' in height from finish grade to the top of the berm with slopes not exceeding a 3:1 slope. The top of the berm must be designed with a minimum 4'-wide crown, where a 6' tall stockade-type privacy fence shall be installed. The fence shall be painted or stained a neutral color. At the base and on both sides of the fence, evergreen vines (Confederate Jasmine, Boston Ivy, etc.) shall be planted at 4' on center and be trained to ultimately cover the fence. The slopes of the berm shall be planted with a combination of evergreen plant material (Leyland Cypress, Cryptomeria Japonica, etc.) planted in staggered rows at 8' on center. The minimum height of the evergreen plant material shall be no less than 5-6' in height from finish grade to the top of the plant material at the time of planting. All exposed areas on the berm shall be mulched with no less than 4" of fresh hardwood bark mulch. A drip irrigation system shall be installed and utilized to irrigate all plant material for no less than twelve (12) months from date of installation and acceptance by the city. The berm, fence and landscaping shall be installed once the site is cleared and graded and prior to issuance of a Building Permit.*
14. *The Applicant shall secure appropriate approvals from GDOT prior to installing any sidewalk, lighting, landscaping and/ or irrigation within the GDOT right-of-way and shall provide appropriate documentation to City Staff indicating GDOT approval.*
15. *It is understood that clearing or grading shall not be permitted until the final site plan is approved. Approval of the proposed traffic signal and appropriate turn lanes shall be obtained from GDOT and submitted to City Staff prior to approval of the final site plan.*
16. *It is understood that modifications to the proposed site plan and building elevations may be required based on conditions that may be imposed as a part of the Special Use Permit review process.*
17. *The Applicant shall continue to work with City Staff and the Planning Commission to ensure that all elements of the proposed site plan and building elevations comply with current city ordinances. It is imperative that the Applicant coordinate with the Building Official, Fire Marshal and City Engineer to review the proposed development.*
18. *Should there be substantial changes to the schematic site plan submitted as a part of the Special Use Permit application, the Applicant shall file a new site plan and supporting documentation in accordance with the established criteria within Section 1006.4(f) of the GC General Commercial zoning ordinance.*

Those who spoke in favor of the Special Use Permit included Lynda Wojcik, Jeff Slade, Gerald Monroe, and Karen Russell. Their reasons included the following:

- Something would eventually be built, and this plan was the best that could be gotten.
- The developer, the City, and the citizens worked to get a quality project.
- The City needed to ensure everything that was promised was done.
- The Special Use Permit had more conditions attached to it than any other development.
- The plan had a lot of greenspace.
- Cardiff Park would not see the development.

Those who spoke against the Special Use Permit included Robert Brown, Brian Dingivan, and Beth Pullias. Their concerns included the following:

- There was a lot of impervious surface, and some pervious surface should be required so the water could go into the ground.
- There was vacant retail all over the City.
- It would be best for the City to have a frontage road connecting the development to the Shoppes at the Piazza and to Planterra Way so that another traffic signal would not be needed.
- The public had no input on the elimination of the connection to Planterra Way.
- There was no reason to put in another light when there were existing lights.
- There was really nothing special about the plan that would warrant a Special Use Permit.
- A 50-foot buffer was not that much.
- Council should consider whether a Special Use Permit was valid in this case.
- The development should be smaller due to the single entrance/exit.

The public hearing closed.

Lindsey said there was nothing to rebut, but he had two requests. He asked Council to allow the developer to demolish the buildings on the ground so they would be ready to go once DOT made a decision regarding the signal. The developer would wait to take the final site plan to the Planning Commission until the signal permit was issued.

Lindsay referred to the requirement to have architectural treatments on the backs of Buildings B, C, D, and E. The back of the buildings would be invisible to everyone but delivery people. He asked that the condition (condition #9 of 18 recommended for the Special Use Permit approval) be removed. Rast said that would be fine. He said there was not a final grading plan, but did have the sections based on the schematic grading plan. The intent of the condition was that the parapets be placed on the areas of the buildings that would be visible off site, not along the entire rear elevation of those buildings. The wording would be changed to reflect that. The development agreement included wording that would turn the fans and exhaust away from the residential neighborhood to help with the noise. The requirement was to screen any visible views.

Boone said the earlier Kohl's plan had been great and had been approved by Cardiff Park and Planterra, but Council had sent it back to the developer and staff to come up with a smaller plan. The citizens, staff, and the developer went to the table and came up with a great plan. The Planning Commission had gone to great lengths to build in the rigors. It was a good test for a Special Use Permit. He also liked the landscaping that would be put in the medians on SR 54. Boone complimented staff on their hard work. He said the development would generate revenue that the City needed, and it would be a quality shopping center. The Avenue got a lot of traffic. This project should generate the equivalent revenue.

Sturbaum said his position was known, but the developer had made progress on the plan. Two of the buildings could be smaller. He saw no reason for granting a Special Use Permit for those two buildings. He was concerned about traffic flow, especially to the Flexxon property. The plan had come a long way, but it was still too large.

Haddix said everyone knew where he stood also. He saw nothing special or unique about the proposed plan. There was nothing different about it, especially when there was so much empty commercial space. It was a good looking design. If the development were built, then other buildings would go empty or the new buildings would be empty. The real concern was traffic, and people trying to jump across the lanes to Wal-mart. Haddix said the original drawings for the Livable Centers Initiative (LCI) dated July 2001 had shown a frontage road from the Flexxon area to Huddleston Road. The traffic would become worse, and people would use Planterra Way for a short cut as the traffic got heavier. Planterra would have more protection if there were a way to get to Huddleston Road. Planterra Way was a neighborhood connector, which allowed for cut-through traffic.

Plunkett said it was not Council's job to look at the open commercial space and determine whether more retail should be built. Building the space was McMurrain's constitutional right. It was also not her job to help developers make money, but to protect the City. She had two opportunities to look at the project, one with 150,000 square feet of little boxes that would not require a traffic signal. Because of the Special Use Permit application, the City had been given an opportunity to shape things. Cardiff Park should be protected, but not at the expense of the City. The proposed project was still too big, and there had not been enough done on the buffers on the back and front of the project. Her preference would be to have everything finalized before Council voted on it. Changes had been made, but nothing was in writing. The things excluded in the Special Use Permit were the most important part and would protect the property in the long run. What was presented was close, but it was not there yet. She could either move to deny it, or the developer could go back to the Planning Commission one more time. If Council denied the project, the developer had to wait six months before coming back.

Lindsey said the revisions to the plan, which they did not have yet, included more buffers. He did not want to go back through the whole process again. Plunkett said the plan needed more buffer and more trees along the front, then it might get a Special Use Permit. The developer did not have a constitutional right to the permit. Lindsey asked Plunkett how far back they needed to go. Plunkett said the proposal should be tabled. The public hearing had been held. The buffer needed to be bigger along the sides and front, and the plan should include all the conditions that had been talked about, but were not in writing. Logsdon said he thought they had added buffer. Lindsey said they had, but did not have a plan submitted yet. McMurrain showed Plunkett the only copy he had of the plan with the latest revisions (A copy was not available for the official file.) Plunkett said that was why the Planning Commission should look at it again. It was only another month. Lindsey said it cost money every day the project was delayed. The project had been going on for two years. Lindsey added that Council had the right to put more conditions on the approval. City Attorney Ted Meeker said he did not think that, legislatively, Council could defer the action and make it subject to the Planning Commission approval. Meeker felt that Plunkett was contemplating having the Planning Commission iron out the minor details, then it would come back to Council. Plunkett said that was correct, and that the project might become smaller in order to get the additional buffers. Logsdon noted that it would be July 17 before Council would see the application again due to the meeting schedule.

Logsdon said he did not think anybody wanted the development, but the land was zoned commercial many years ago. Compatibility had been established with the Comprehensive Plan. It was compatible with the SR 54 Overlay District guidelines. He liked the detailed list of uses

and prohibited uses. The buffers on the back were okay. The Planning Commission had insisted that the Cardiff Park not be able to see, smell, or hear the development. Nothing would be gained by adding another 20 feet to the buffer. The development agreement was legally binding. Financially speaking, the first plan for a Costco would have been the best as far as sales tax revenue. This plan had been a compromise. The City had approximately eight big boxes; four were grocery stores. One of the boxes in the development might be a grocery store. The other box was 42,000 square feet, which was more of a medium box. He read the traffic study and compared what would happen with and without the project. The intersections in question (SR 54/Planterra Way and SR 54/SR 34) would degrade at the same amount by 2009 with or without the development. This plan was as good as it got; the next plan would not be as good. Logsdon said the Planning Commission had sided with the HOAs on the frontage road. A right-only entrance, left-only exit on Planterra Way was something to consider since people would not be able to go through Planterra. He supported the plan as it was, but he would support delaying it if there was a good reason.

Lindsey committed to an 85-foot buffer after talking with McMurrain. He pointed out that the buffer would be 85 feet in the narrowest area. The back of the building was invisible to Cardiff Park, and they agreed to an additional 10 feet of greenspace.

McMurrain told Council that the box in the front of the development (Building A) would be a grocery store. Three of the four spaces in the back would be national credit-anchored tenants. He agreed there was softness in the market, which was cyclical. He wanted credit-anchored tenants that paid rent and provided a tax base to the City. He continued that the developers of the Coweta County Development of Regional Impact (DRI) would like nothing more than for Council to deny the Special Use Permit. He would increase the buffer, but he needed Council's assistance. Plunkett said the front, back, and side buffers needed increasing. She said Council was not in a position to plan those issues. The buffer along the front was a concern. The idea was that it could not be seen from SR 54. McMurrain pointed out that the intent of the 54 West Overlay District was to bring the projects closer to the front so people entering the City would truly be entering something different. It was important to mirror the other side of the road, so they related to each other. There were buffers on the sides. The nature center was on one side, and the Planterra swath was on the other. He had agreed to landscape that swath. He was not sure what increasing the buffer in the back would do, but he would do it.

Rast said a 30-foot landscaped buffer in front was identified in the Overlay District. Building A was set back beyond that. The plan included an outdoor plaza and a possible path connection. There would be a terraced wall with substantial plantings to screen the side of the building from the highway. McMurrain said they were using the same landscape architect as The Avenue, who had done something very special.

Plunkett asked if it would be possible to have something in the plan about a road with the left turn, right in only on Planterra Way for the future. Rast said the reorientation of the parking lot made it more feasible, but it would depend on the grading of the property. The back of the grocery store would be screened by existing vegetation. Plunkett said that was another plan they had not seen. She asked Rast if he would have to go back to the Planning Commission with any of the recommended changes. Rast said he could look at it with the Planning Commission representatives assigned to the project. The Planning Commission could also hold a special

called meeting before June 19 so it could be brought to Council at the June 19 meeting. Plunkett said a lot had been added, and she felt the Planning Commission should look at the plan again.

Boone said commitments had been made. The changes were in the public record. Council did not need to micromanage the project. Plunkett said the public record was not enforceable in a court of law.

Rast referred to condition #13, which identified the height of the fence and the types, height, and spacing of the plant material to be used in the rear buffer. They would be required to install a drip irrigation system, which had to be used for a minimum of 12 months. Staff had attempted to identify specifics. As for submitting a revised plan, Rast said that they had talked about changing the parking during the last Planning Commission meeting, but staff felt something firm was needed to bring to Council. Plunkett said the plan before Council was not the one they would vote on. She would not vote on a plan she had not seen. It was the developer's choice whether she voted no or the plan went back. It was almost where it needed to be.

Lindsey asked if they could bring the plan back to Council at the June 19 meeting. He pointed out that Plunkett was talking about a conceptual site plan, but the developer was not ready for a conceptual site plan yet. It came later in the process, after the Special Use Permit. He asked if they could show the revisions to the Planning Commission representatives rather than the full board. The conceptual site plan process would tweak everything further. Rast said he would send an e-mail to the Planning Commission. He was certain he could get a quorum together before the next Council meeting. Plunkett said they should look at the buffers, an easement for a possible future road to Planterra Way, and finalize, in writing, what the medians should look like. Rast verified that the buffers should be enhanced, with more detail on the front buffers, landscaping for the median, and an easement for a possible road with a left-turn only egress. Plunkett said there would be no traffic on Planterra at all.

Sturbaum asked to open negotiations with Pathway Communities concerning the deed restrictions and the frontage road. If staff could not undertake it, then he said he would to it. City Manager Bernard McMullen said those conversations had taken place. Logsdon said he met with the president, vice-president, and Doug Mitchell. The answer had been a resounding no. Plunkett suggested that McMurray and the Flexxon developer could come up with something to protect Line Creek that Pathway might be willing to consider. Haddix understood how Planterra felt about the frontage road, but there needed to be an allowance for the future. Rast said the bulk of the frontage road would be on City property.

Plunkett moved to continue the Special Use Permit for two weeks to allow a chance to see the new plan and for the developer to work with the City Planner and Pathway. Boone seconded. The motion carried unanimously.

06-08-03 Consider Bid for Bobcat

Plunkett moved to approve the bid for the Bobcat T320 (M0039). Haddix seconded.

John Warham of Atlanta JCB asked to address Council, and said when the bid first came out it had been for a generic piece of equipment, not brand name. At the bid opening, his company's bid was not there. There was a discussion on how to proceed from that point. In the mean time,

they brought in their product for a demonstration. He knew his company was the lowest bidder based on the prices given out at the bid opening. When the equipment was re-bid, it was a brand name bid, which cut out every one else. He felt the bid process was suspect, and said his product came with a better warranty and matched all the criteria set in the bid.

Sturbaum asked Warham if his product was considered the industry equivalent of the Bobcat T320 and was recognized to do the same job. Warham said it was. Sturbaum asked if there was anything different between the two brands. Warham said their brand was probably safer. Over 90% of all injuries on skid loaders occurred when people climbed in and out the front, slipping as they came over it. JCB had re-designed the machinery with single left arm, which came with a lifetime warranty, and a side entrance.

Stormwater Manager Mark Caspar said that staff had tested several brands, including Warham's. Atlanta JCB's bid was misplaced, so they had rejected all bids and re-bid the equipment. Staff asked the City Manager to bid for a brand name when it was re-bid for several reasons. Currently, the City owned several Bobcat brand skid steer loaders with 25 attachments, which were also Bobcat brand. Since it was all the same equipment, the maintenance technicians were familiar with the brand. During the field test, the brands, which included others in addition to Bobcat and JCB, were all operated under the same conditions by the City's best drivers. Their opinions on the operation of the vehicles were valuable. One of the specifications was a forestry attachment on front end. The Bobcat did not bog down during operation. There were not any issues with the JCB, but the drivers felt the other brand did not operate to the same standard. The vehicle would be used to clean out detention ponds with two to one slopes. Using the forestry attachment, the Bobcat cleared the tree limbs going up and down the slope without bogging down or slowing down. The drivers had to back up and go forward with the JCB. The Bobcat had a brake on the forestry attachment, which was an important safety feature. If necessary, the attachment could be shut down as soon as possible. The JCB had to slow down by momentum. It could be pushed into the ground to slow it down, but that could damage the equipment. Another piece of equipment threw a track in the first five minutes. The City Manager had agreed those were justifiable reasons for a brand name.

Warham said all the attachments for the vehicles were interchangeable. The operators were not used to the power differential on their equipment. Their vehicles had not had any significant power loss in any other competitions. Plunkett asked the difference in the price. Caspar said the other equipment was \$1,500 less. Warham said the difference was not a significant amount, adding that his machine was built in Georgia and had a longer warranty.

Haddix said the more maintenance that could be standardized, the better and the less it cost. Unless there was a legal reason not to, the City should stick with the Bobcat brand. Meeker said he was comfortable with staff's recommendation, and there was no legal reason to award the bid to the other company.

The motion carried unanimously.

06-08-04 Consider FY 2009 Funding Request – Huddleston Elementary School

Leisure Services Director Randy Gaddo said the request was to build a running track around the playground area that would be available to the public after school and on weekends. The request

conformed to the requirements of CAR 8-3. Gaddo introduced Kate Ward and Huddleston Elementary School Coach Mike Davis, co-chairs for the school's track committee. Gaddo continued that CAR 8-3 addressed playgrounds, but in the past, the City had provided in-kind labor and equipment for schools that built tracks. The cost for the materials was \$12,000, and Public Works would provide \$5,000 in labor and equipment to build the track. There had been a miscommunication, and Huddleston understood they would receive \$5,000 in cash from the City. They had raised \$7,000. Plunkett said they would still need to raise another \$5,000 for the materials. Davis said they would raise the additional money for the materials.

Gaddo said they had hoped to get the work done before school started. Even though the request was for FY 2009, the cost was in-kind, and he asked Council to allow the work to be done before school started. The FY 2009 fiscal year would begin in October.

Plunkett moved to approve up to \$5,000 in in-kind services effective immediately to help Huddleston Elementary build a track around the playground. Boone seconded. The motion carried unanimously.

06-08-05 Consider/Discuss Multi-use Sports Complex Proposal

Dar Thompson asked Council to consider a \$19.8 million bond for a multi-use sports complex. The proposed location was north of the soccer fields at the Baseball/Soccer Complex on SR 74 South. He said that a group of local engineers, architects, builders, and businesspeople had been working on the plan for four months. The complex would consist of one building with two ice rinks, a multi-purpose area for indoor lacrosse and soccer that would hold events for up to 1,000 people, a privately-run fitness center, four basketball/volleyball courts, two large meeting rooms, a potential teen center, and 19 acres of nature trails in the wetlands behind the proposed building. The complex would be 180,000 square feet. Thompson went over the conceptual plan for the complex (a copy of the drawing is included in the official meeting file). One ice rink would have 1,200 seats, and the other would have 300 seats. Thompson added that the ice could be covered so there would be an indoor area for high school graduations, which was a problem in the area. Space was left for a future performance hall for the performing arts.

Plunkett asked Meeker if anyone could ask for a bond referendum. Meeker said that, ultimately, citizen input was gathered. It was up to Council to decide whether to put it on the ballot. Plunkett said it would be cheaper to put it on the ballot this year since there was a County election. Acting Administrative Services Director/City Clerk Betsy Tyler said there would be incremental costs. The City would have a municipal election next year, so there would not be an additional cost. Logsdon noted the City had a split precinct. Tyler said that, for this year's election, one City precinct would have to go to one polling place to vote in the County election, and then would have to go to another place to vote on a City bond referendum. Meeker added that, in order to put the bond on the November ballot, Council would have to make a decision by the July 17 meeting.

Logsdon noted that there was an additional document on the dais – a cost analysis for the proposal. McMullen said that staff had done the cost analysis. They had talked to someone who built similar facilities, and staff was comfortable with the construction costs. The total annual operating cost for the facility would be approximately \$1,557,300. The building cost was estimated at \$17,300,205. Staff had talked to a design build architectural firm, whose costs were

based on a pad ready site. More site work would be needed due to the topography of the location. The total construction cost was estimated at \$19.5 million. The annual debt service on the bond, over 20 years at five percent, would be \$1,588,803. The total annual costs for the facility would be \$3,146,103. The revenue from the ice rink, fitness center, and tenant payment of utilities totaled \$1,283,000. The City's total annual cost would be \$1,863,103, but that cost did not include staffing for functions operated by the City (basketball courts, indoor multi-purpose court, and meeting rooms). McMullen added that, based on the 2008 tax digest, one mill was \$1,866,764. Logsdon clarified that the annual cost to the City would be \$1.9 million. McMullen said it would be more than that when staffing was included.

Logsdon said he loved the plan, but hated the numbers. Putting it on the ballot gave the perception that Council approved the plan. He was not against it, but he had a hard time justifying a one mill increase in property taxes. It would also cost money to get the proposal on the ballot. The ideal situation would be for the facility to be revenue neutral so the bond was nothing more than the City backing the debt with the operation paying the debt. To get a bond referendum to pass, it had to be treated like a campaign. The numbers needed to come down.

Thompson pointed out that Northwest Airlines was on its way to Atlanta. There were 300 ice rinks in Minnesota, and they would all move to Cobb County to be close to an ice facility.

Plunkett said that anything the City added to its uniqueness and its bottom line increased the quality of life and made the City more attractive. The voters had not approved a one-time \$4 million bond proposal for additional sports fields. She was not sure they would approve an ongoing obligation of \$2 million a year.

Haddix said he had no problem putting the proposal before the citizens. He was neutral about it and told Thompson he would have to sell it to the voters. Thompson said that, if a business mentality was behind it, it could be sold. People were already taking their children out of the City to play indoor soccer and basketball during the off-season. The tradeoff was between \$8 more each month in taxes and \$60 a month in gas. Haddix said he was willing to let Thompson try.

Plunkett suggested that those involved in the proposal hold advertised focus groups to see if there were enough people to support it. Logsdon said they had until the July 17 meeting, which was six weeks away, to convince the citizens and get the numbers down. Plunkett said there had to be enough voters to support it.

Rick Halbert of Group VI, one of those involved in the proposal, said that the location for the fire station had been allocated because they knew there was a need for one in the area. The sloping topography of the site would give a stadium feel to people as they walked into the facility. He asked what the parameters were to make the numbers smaller. He asked if they could include the money the City received from the County for recreation. Plunkett said that was a staff question, but if they could get money from the County they should try it. They had not shown any revenue coming in because it would be a City building. He asked if civic groups could be charged to use the meeting rooms. Plunkett noted that, since this project would start from scratch, the City could charge for using the facility. It was difficult to get people to start paying a fee for space they had used for free in the past. She added the youth basketball association paid the schools

for the use of the gyms, so there might be some potential revenue from groups that used the facilities.

Logsdon said that, with the budget crunch, users would have to start paying to use some of the recreation facilities, and this facility could be a good transition. Plunkett said Thompson could work with the Recreation Department to get some numbers on the revenue. Thompson said that dropping the basketball courts and the meeting rooms would drop the numbers considerably. Logsdon asked Thompson to work a couple of scenarios so people see how much it would cost.

06-08-06 Consider Change Order with Leslie Contracting for Completion of Police Station Drainage Renovation

Caspar said the change order was to correct the grade around the building to fix the areas that held water. While going through the process, it was a good idea to renovate the grading and drainage to ensure water around the building and the roof water on south side of the building had a better place to go. McMullen said the work was included in the cost model.

Boone moved to approve the change order with Leslie for a lump sum not to exceed \$69,796. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Gaddo gave an update on the Clover Reach swimming pool. The FY 2007 operating cost had been \$22,223 compared to the FY 2006 cost of \$22,355. The total revenue from the pool for FY 2007 was \$4,369 for daily pool pass attendance and swim lessons. In FY 2006, the revenue was \$2,857. The operational uses for Clover Reach included summer swim lessons, overflow camps from the Kedron pool, and as a backup site in case of contamination at another pool. Gaddo said the service area had many small children, and its retention was tied into the linear park concept. Plunkett said the cost for keeping the pool open was approximately \$37 per swimmer per use. Gaddo said there should be a public workshop with the Recreation Commission before closing the pool. Plunkett said the City could give the pool back to the neighborhood's HOA. Gaddo said the neighborhood did not have an HOA at this time. He said he would talk to the Recreation Commission chairman and set up a workshop.

Rast reported that negotiations on the right-of-way acquisition for the CSX golf cart bridge had begun with Ethan Allen and Cousins Properties. The City's consultant would begin contacting them on a daily basis on June 6.

Plunkett said the consensus among the Council Members she had spoken with was that the July 3 meeting should be cancelled. McMullen said there was nothing on the agenda at this time, and staff would recommend cancelling the meeting at the June 19 meeting.

Plunkett asked for an update on Huddleston Pond. Caspar said the work on the dock should be completed by Monday, June 9. Permission had been given to remove the silt fence. Then, they would be able to close the valves to allow the pond to refill.

Rast reported that the City had received an e-mail from the Fayette Arts Council regarding the sound walls on SR 74 and using them as a canvas. Another citizen wanted to purchase a Leyland cypress to plant, hoping that would spur other citizens to do the same. There was not enough

planting space between the sidewalk and the face of the wall. There was a mesh product that could be used on the walls that let vines grow up the wall, but he did not have costs yet. Plunkett asked Meeker to ensure that painting murals on the sound walls did not open up the door to allow billboards. Rast said he would gather costs on the mesh material.

McMullen asked if Council wanted to hold another budget workshop on June 12. Logsdon said he did not think it was needed. McMullen said there would be a public hearing on the budget and three public hearings on the millage rate. Plunkett asked if a workshop could be held at the end of the June 19 meeting since more people would attend the regular meeting. Meeker said it could be a discussion item, and McMullen said it would be added to the June 19 agenda. It would be the first new agenda item. McMullen said something would be placed on the website. Logsdon noted that it should be labeled as "draft" or "tentative."

Plunkett moved to convene in executive session for threatened or pending litigation and a personnel matter at 10:10 p.m. Haddix seconded. The motion carried unanimously.

Haddix moved to reconvene in regular session at 10:39 p.m. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Haddix moved to adjourn. Boone seconded the motion. The motion carried unanimously. The meeting adjourned at 10:40 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: June 9, 2008

SUBJECT: Alcohol License – Change in License Representative – Ruby Tuesday
June 19, 2008, Regular Meeting Agenda

Recommendation:

Staff recommends Council consider the attached application for a change in License Representative.

Discussion:

Ruby Tuesday, Inc. dba Ruby Tuesday #2678, 100 Peachtree Parkway South, has submitted an application for a change in License Representative. Ms. Kimberly Sue Martin has requested that she be appointed as the License Representative. Ms. Martin will attend the meeting on June 19 to answer any questions you may have.

Budgetary Impact:

The change in License Representative will have no impact on the budget.

BT:pd

Attachments



CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: Ruby Tuesday, Inc. d/b/a Ruby Tuesday		Business Location: 100 S. Peachtree Pkwy.		Peachtree City, GA 30269-1705	
Nature of Business: Full service restaurant		Mailing Address: 7420 Hitt Road, Suite A Mobile, AL 36695		Business Phone Number: 770-487-0909 Rest. 251-634-4896 corp. office	
Name of Licensee: Scarlett May		Home Address: 3160 Laws Chapel Rd. Maryville, TN 37803		Home Phone Number: 865-379-5700	
Name of License Representative: Kimberly Sue Martin		Home Address: 1011 Serene Lake Dr. Griffin, GA 30223		Home Phone Number: 770-228-3456	
Please indicate type of licenses applying for:					
Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits
Please complete information below (use separate sheet if necessary):					
NAME		ADDRESS		PHONE NUMBERS	
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.		Please provide Home Addresses for the individuals listed:		Please provide Home and Business Phone Numbers for individuals listed:	
Ruby Tuesday, Inc.		150 W. Church Ave. Maryville, TN 37801		865-379-5700	
Contact Person: Nancy Coats		7420 Hitt Rd., Suite A Mobile, AL 36695		251-634-4896	
Is any person who owns an interest in the license an employee of the City of Peachtree City? YES ☒ NO ☐					
If YES, Please Provide Name of Employee: Not applicable					



CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

State of Georgia

City of Peachtree City

I, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Kimberly Sue Martin

1011 Serene Lake Dr.
Griffin, GA 30223

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



H.C. "Skip" Clark II
Chief of Police

6/5/08

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: June 12, 2008

**SUBJECT: CONSIDER APPOINTMENTS OF AIRPORT AUTHORITY MEMBERS
Consent Agenda, June 19, 2008**

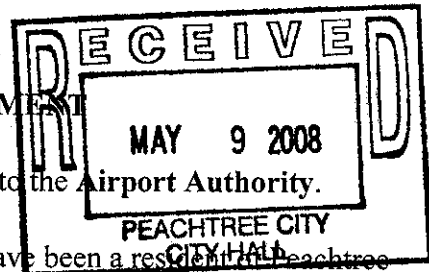
The Selection Committee, composed of Mayor Harold Logsdon, Council Member Steve Boone, PCAA Chairman Jerry Cobb, and myself, considered thirteen applicants for the vacancy on the Airport Authority.

It is the recommendation of the Committee that Richard Whiteley be appointed to complete Doug Fisher's unexpired term that would end on 12/31/10. In addition, the panel recommends that Gerald Stuart remain as the alternate for the Authority.

A copy of Mr. Whiteley's application is attached for your review.

6/10 3:00 pm

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**



Thank you for your interest in being considered for appointment to the Airport Authority.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, MAY 9, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: Richard S. Whiteley

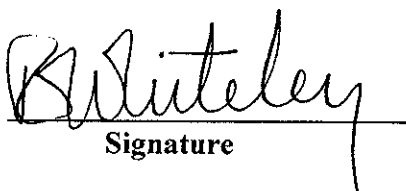
ADDRESS: 122 Ardenlee Drive, Peachtree City, GA 30269

TELEPHONE (Day Time) 404.260.7724

(Evening) 770.487.1592

(Fax #) _____

(E-mail Add:) richard.s.whiteley@gmail.com


Signature

5/7/08
Date

1. How long have you been a resident of Peachtree City?

Although I purchased a house in Peachtree City in May of 2005, my association with Peachtree City, lasts much longer. My wife grew up in Peachtree City and graduated from McIntosh High School. We were married in Peachtree City in 1999.

2. Why are you interested in serving on the Airport Authority?

I would like to add value to the local community through the contribution of my time, knowledge, and experience. I believe that an Authority Appointment represents the unique intersection of my passion for aviation, business training, and real estate private equity experience.

3. What qualifications and experience do you possess that would benefit the Airport Authority?

I served for 10 years in the United States Navy as an F/A-18 Hornet Strike Fighter Pilot and have an understanding of both aviation and basic airport operations. I also hold an MBA from the Harvard Business School and have a solid understanding of real estate development and finance. I believe that my comprehension of operations, budgets, and capital markets could benefit the authority.

4. List major jobs you have held during your working career to include name of company and position.

Please refer to the attached resume.

5. Do you have any past experience relating to airport operations? If so, describe.

Not in the traditional sense. However, as the senior Air Wing Landing Signal Officer onboard USS Abraham Lincoln from 2002-2003 I was directly responsible for over 7,500 safe and expeditious carrier arrested landings. I was named the Pacific Fleet Landing Signal officer of the year.

6. Have you attended any Airport Authority meetings in the past year and, if so, how many?

No

7. Are you willing to take continuing education classes?

Absolutely. I am dedicated to the pursuit of lifelong learning.

8. Would there be any possible conflict of interest between your employment and you serving the Airport Authority?

No. I have the full support of my employer.

9. Describe your current community involvement.

Currently limited to involvement through my childrens' school and extracurricular activities – soccer coach, cub scouts, school volunteering. I am seeking to expand, to give back, and would cherish the opportunity to do this through aviation.

RICHARD S. WHITELEY
Richard.S.Whiteley@gmail.com - (404) 274-7907

- Experience**
- 2007- Present **REYNOLDS CAPITAL GROUP** **ATLANTA, GA**
Vice President, Real Estate Private Equity Fund
Responsible for leading the sourcing, structuring, and underwriting of new real estate investments for a \$175 million private equity fund sponsored by Mercer and Jamie Reynolds – the family behind Reynolds Plantation at Lake Oconee. Sourced and structured numerous land and master planned communities, including the Jekyll Island revitalization plan.
- 2005 - 2007 **BAIN & COMPANY** **ATLANTA, GA**
Consultant
Strategy development
 - Evaluated market opportunities and mapped client competencies in the emerging voluntary health insurance space. Cataloged client participation and recommended actionable strategic growth options.
 - Developed and executed the go-to-market strategy for an internal start-up within a \$7B insurance client.
 - Identified and quantified strategic growth options for a global media and entertainment company.**Organization and process design**
 - Evaluated and redesigned mergers and acquisitions process for a New York-based global financial services company. Provided implementation plan and led client training and rollout efforts.
 - Designed and implemented a successful process improvement initiative for a national defense contractor.
 - Recommended new operating structure for a national retail organization.
- 1993 - 2003 **F/A-18 STRIKE-FIGHTER PILOT - UNITED STATES NAVY**
2002 - 2003 **CARRIER AIRWING FOURTEEN STAFF** **USS ABRAHAM LINCOLN**
Lieutenant Commander; Department Head
Participated in combat operations in Afghanistan and Iraq. Led and managed safety program for 70 aircraft worth \$2.1 Billion, 150 aircrew, and 1800 maintenance and support personnel.
 - Led, supervised, and managed a team of 29 officers responsible for the landing performance of 90 pilots. Solely responsible to aircraft carrier Commanding Officer for all aviation safety and landing performance matters.
 - Recognized by Commander of US Navy's Pacific Fleet as Landing Signal Officer of the year 2003.
 - Awarded Navy Commendation Medal (fifth award) for safely leading over 5000 ship and air wing personnel through a 10 month Operation Iraqi Freedom deployment without the loss of a single life.
 - Awarded Air Medal for valor and heroic aerial performance during night combat operations in Iraq. Additionally recognized for valor and meritorious achievement while destroying a key bridge in Baghdad.
- 2000 - 2002 **STRIKE FIGHTER SQUADRON ONE TWO TWO** **LEMOORE, CA**
Lieutenant; F/A-18 Super Hornet Instructor Pilot
Selected from among 300 fighter pilots for the initial instructor cadre of the US Navy's newest and most technologically advanced aircraft. Defined resource allocation, procedure standardization, and quality control requirements for flight training operations. Flight demonstration team leader.
 - Qualified 60 instructors and 88 pilots in systems familiarization and tactical employment of the Navy's most technically demanding fighter aircraft.
 - Developed squadron occupational safety program. Ensured compliance with all federal and civilian safety codes. Created crisis response team to cover safety and mishap reporting for over \$1.1B of aircraft and 400 technicians and aircrew.
 - Ranked number 1 of 37 instructor pilots in evaluation by commanding officer. Awarded Navy Commendation Medal for exceptional tactical acumen and superb leadership of students and instructors.
- 1997 - 1999 **STRIKE FIGHTER SQUADRON ONE NINE FIVE** **ATSUGI, JAPAN**
Lieutenant; Division Officer
Operated F/A-18 Hornet from the aircraft carriers USS Independence and USS Kitty Hawk.
 - Awarded Navy Commendation medal for leadership and judgment while leading a strike that crippled Iraq's capability to conduct operations against United Nations Peacekeeping Forces.
- education**
- 2003 - 2005 **HARVARD BUSINESS SCHOOL** **BOSTON, MA**
Master in Business Administration, June 2005. Member of Management Consulting, Finance, and Triathlon Clubs. Active in the Armed Forces Alumni Association. Selected by faculty as a student tutor.
- 1989 - 1993 **UNITED STATES NAVAL ACADEMY** **ANNAPOLIS, MD**
Bachelor of Science in Economics with Honors. Deans List (top 5%). President of Economics Honors Society. Professor J.R. Fredland Award as most outstanding graduate in Economics.
- personal** Recreational triathlete, golfer, skier. Extensive international travel (21 countries). Top Secret security clearance.

POSITION PAPER

Proposed Variance: Northlake Office Building
H&R Land Development Corporation

City Planner/ Zoning Administrator
May 9, 2008

David C. Smith

Situation:

H&R Land Development Corporation owns the property located at the corner of Aberdeen Parkway and Northlake Drive. The subject tract is 0.96-acres in size and is zoned GC General Commercial. The Applicant is proposing to construct an 11,000 SF office building and associated parking, which is a permitted use within this zoning district.

Prior to submittal of the conceptual site plan, the Applicant met with City Staff to discuss the required tree save and landscape buffers associated with this site. Based on Staff's guidance and interpretation of the buffer ordinance, the conceptual site plan was prepared showing a 20' tree save and landscape buffer adjacent to Aberdeen Parkway and a 20' tree save and landscape buffer adjacent to Northlake Drive. This interpretation was based on the Staff's prior opinion that the lot was previously platted and was less than one acre in size, thereby reducing the buffer requirements.

The conceptual site plan was submitted on April 24, 2006, and was reviewed by Staff and approved by the Planning Commission on June 12, 2006. One of the conditions of approval stated "existing vegetation within the tree save and landscape buffers adjacent to Northlake Drive and Aberdeen Parkway must be protected throughout the construction process."

Prior to preparing the final site plan, it was found the subject tract was not included in the overall hydrological study approved for the Westpark commercial development, which necessitated additional stormwater and water quality features. As the plan was revised to meet the city's Post Construction Stormwater Management Ordinance, these features began to consume more of the site than originally anticipated. The required stormwater and water quality features were shown on the site plan, but were located in what was supposed to be the tree save and landscape buffers adjacent to Northlake Drive and Aberdeen Parkway. Unfortunately, this was not caught by City Staff until after the final site plan was approved. Once this was discovered, we immediately put a hold on this project and notified the Applicant.

The final site plan was initially submitted on November 11, 2007. After Staff review, the plan was revised and additional submittals were made on February 1, 2008 and February 28, 2008. The final site plan was ultimately approved by City Staff and the Planning Commission Representative on March 24, 2008. The approved final site plan shows the entire site being clear cut, leaving no vegetation within the required tree save and landscape buffers. In addition, the final site plan identified clearing and grading within the city-owned right-of-ways adjacent to the site to accommodate the proposed stormwater system.

Proposed Variance: Northlake Office Building

May 9, 2008

Page 2

In researching our files for this particular tract of land, a letter was found that was written by the former Director of Developmental Services to the former owner of the property. This letter was written shortly after the initial Buffer Ordinance was adopted and identified how the Buffer Ordinance would apply to this particular tract of land. The only difference between what this letter stated and the information City Staff provided to the current owner of the property was the provision there should be no access from this site onto Aberdeen Parkway.

All of this information was forwarded to the City Attorney, who disagreed with the position of the former Director of Developmental Services as well as the information provided to the Applicant by City Staff. The City Attorney felt that both of the required buffers would apply to this tract of land. In his opinion, he felt the exceptions speak of "existing developed lots." This lot is not developed, though it was platted. The definition of "existing lot," therefore, does not come into play as the ordinance put the additional term of "developed." The rest of the exception follows this logic, as it references the buffer not applying "unless the zoning of the property is changed or there is a major change in the intensity of the existing use on that lot." Clearly, this would indicate that the lot is already developed for the exception to apply. Based on this, the City Attorney felt the required buffers would be 50' adjacent to Aberdeen Parkway and 25' adjacent to Northlake Drive.

Because of these discrepancies and the guidance received from City Staff, the Applicant is requesting a variance to the city's buffer ordinance to allow the development to proceed as designed and approved. The Applicant indicated they have secured a construction loan and hired a contractor for the development as initially approved, and have stated that revising the drawings at this time would not only cause a significant delay in their construction schedule, but could possibly deem the site un-useable as currently zoned.

The Applicant is requesting a variance to Sections 723.3 (b) and 723.5 (b) of the city's Buffer Standards for Major Thoroughfares Ordinance to allow the development to proceed as designed and approved. A copy of the variance application is included as Attachment "A".

Facts:

1. The subject parcel is zoned GC General Commercial, which requires a minimum front building setback of 40'; a minimum side building setback of 10'; and a minimum rear building setback of 20'. The proposed development as designed meets these requirements.
2. The subject tract is classified as a "multiple frontage lot", which requires that the front setback be measured from both Aberdeen Parkway and Northlake Drive. The proposed development as designed meets these requirements.

Proposed Variance: Northlake Office Building

May 9, 2008

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3. The city's buffer ordinance was adopted on October 16, 1997 (Attachment "B"). The purpose of adopting this ordinance was to enhance and protect the appearance of the major thoroughfares and transportation corridors throughout the city by requiring the preservation of existing vegetation.
4. The buffer ordinance classifies Aberdeen Parkway as a scenic road from Northlake Drive to Commerce Drive on its south side. For non-residential developments, the ordinance states "a continuous 50-foot-wide (minimum) undisturbed natural buffer shall be established for any nonresidential development adjacent to the above scenic roads. At the option of the owner/ developer, a 50-foot-wide city-owned greenbelt buffer may be substituted for the required undisturbed natural buffer."
5. The buffer ordinance classifies Northlake Drive as a village collector road. For non-residential development, the ordinance states "a continuous 25-foot-wide tree-save/ landscape buffer shall be established for any nonresidential development adjacent to a village collector road."
6. The buffer ordinance includes special conditions and exceptions for both village collector roads and scenic roads for "any existing developed lot" which allow a reduction in the required tree save and landscape buffer.
7. The buffer ordinance does not include a definition of "existing developed lot." However, the buffer ordinance does define "existing lot" as "any lot that has been legally platted and established prior to the adoption of the new buffer standards. That lot may be developed for a use in accordance with the existing zoning or it may be in an undeveloped state."
8. Following the adoption of the buffer ordinance, the former Director of Developmental Services wrote letters to several property owners identifying how the new buffer requirements would impact their property. In a letter to Mr. John McGinn (former owner of the subject tract) dated November 17, 1997 (Attachment "C"), the former Director stated "Northlake Drive and Aberdeen Parkway are classified as Village Collectors. Because the tract at the corner is less than one acre, the required buffers for both streets must not be less than 20 feet wide. Along Northlake the buffer may be a tree-save/landscape area, but along Aberdeen it must be kept undisturbed."
9. Prior to their purchasing the subject tract, the Applicant met with the City Planner to discuss their proposed development and how the buffer ordinance might impact their plans. At that meeting, City Staff stated the subject tract would be subject to a minimum 20' wide tree save and landscape buffer adjacent to both Aberdeen Parkway and Northlake Drive. This interpretation was based on the fact the property was less than one acre in size and was platted prior to adoption of the buffer ordinance as identified within

Proposed Variance: Northlake Office Building

May 9, 2008

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the special exceptions and conditions identified within the ordinance. At the time, the City Planner was unaware of the letter sent to the former property owner.

10. The Applicant submitted a conceptual site plan for the subject tract on April 24, 2006, which included the required 20' tree save and landscape buffers (Attachment "D"). It was presented that the vegetation between the building and both roads would be preserved to enhance the scenic nature and visual appearance of the corner.
11. The conceptual site plan was approved by the Planning Commission on June 12, 2006. One of the conditions of approval stated "existing vegetation within the tree save and landscape buffers adjacent to Northlake Drive and Aberdeen Parkway must be protected throughout the construction process."
12. The final site plan for the proposed development was initially submitted on November 11, 2007 (Attachment "E"). After Staff review, revised final site plans were prepared and submitted on February 1, 2008 and February 28, 2008. The final site plan was ultimately approved by City Staff and the Planning Commission Representative on March 24, 2008.
13. The approved final site plan did not include the required tree save and landscape buffers as required by the buffer ordinance or as shown on the conceptual site plan.
14. On April 1, 2008, Staff discovered this error and placed approval of this project on hold until this issue could be resolved.
15. The Applicant submitted a request for variance on April 28, 2008 asking that a variance be granted to the city's buffer ordinance to allow development to proceed as presented and approved. Within their application, the Applicant states that without approval of the variance the property is un-useable as currently zoned.

Recommendation:

Following adoption of the city's buffer ordinance in 1997, the former owner of the subject tract received a letter from the former Director of Developmental Services identifying how the new buffer requirements would impact the property. The information provided by City Staff at that time was not accurate.

Prior to purchasing the property and developing a conceptual site plan, the Applicant met with the City Planner to discuss the city's buffer ordinance and how it might impact the proposed development. The conceptual site plan was prepared based on this information and was ultimately approved by the Planning Commission. The information provided by City Staff was not accurate.

The Applicant's Civil Engineer failed to include the required tree save and landscape buffers on the final site plan as identified in the conditions of conceptual site plan approval. Unfortunately,

Proposed Variance: Northlake Office Building

May 9, 2008

Page 5

this design error was not caught by City Staff during their review of the final site plan, which was ultimately reviewed and approved by both City Staff and the Planning Commission Representative.

The Applicant has invested a significant amount of time and effort in getting this plan approved, and claims that the site is not useable as currently zoned without a variance from the city's buffer ordinance. The fact that the final site plan was prepared without taking the required tree save and landscape buffers into account is not the fault of the city, as this was clearly identified within the conditions of conceptual site plan approval. Failure to catch this error during our review of the final site plan, however, is solely the responsibility of City Staff.

There are at least three actions Council might consider. First, Council could grant the Applicant's request and grant a variance to the city's buffer ordinance. Doing so would allow the development to proceed as initially approved, but would also allow the removal of all vegetation from the required tree save and landscape buffers. This may also set a precedent for future variance requests to the established guidelines within the buffer ordinance.

Second, Council could deny the Applicant's request and require them to redesign the site to comply with the tree save and landscape buffers identified by the City Attorney, which would provide a 50' tree save and landscape buffer adjacent to Aberdeen Parkway and a 25' tree save and landscape buffer adjacent to Northlake Drive. Redesigning the site to incorporate these buffers may result in a smaller building, parking area and stormwater system.

Third, as somewhat of a compromise, Council could grant the Applicant a variance and require a 20' tree save and landscape buffer adjacent to Aberdeen Parkway and a 20' tree save and landscape buffer adjacent to Northlake Drive, which would be consistent with the information provided to the former owner of the property by the former Director of Developmental Services and to the new property owner by the City Planner. This would also be consistent with the conditions imposed by the Planning Commission as a part of the conceptual site plan approval. This would require the Applicant to redesign a portion of the site to remove the stormwater and water quality features from the tree save and landscape buffers, which would result in protecting the existing vegetation within these buffers.

Should Council decide to grant this variance, Staff recommends that the following understandings and conditions be incorporated into this action:

1. *There shall be no clearing, grading or disturbance within the tree save and landscape buffers adjacent to Aberdeen Parkway and Northlake Drive approved by City Council.*
2. *Clearing within the right-of-ways to accommodate the access drives into the site shall be kept to a minimum. All access drives shall intersect the adjoining streets at a 90 degree angle.*

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May 9, 2008

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3. *All conditions of conceptual site plan and final site plan shall be incorporated into the revised final site plan, which shall be reviewed by City Staff and the Planning Commission Representative.*

Attachments "A - E"

REQUEST FOR VARIANCE LAND DEVELOPMENT ORDINANCE, CITY OF PEACHTREE CITY

This is a request for a variance from the requirements of the Peachtree City Land Development Ordinance for the property located at: THE CORNER OF NORTHLAKE DRIVE AND ABERDEEN PARKWAY

The reason this variance is being requested is as follows: REQUEST OF CURRENT BUFFER ORDINANCES OF ABERDEEN PARKWAY AND NORTHLAKE DR. TO ALLOW FOR THE CONSTRUCTION OF NORTHLAKE WOODS OFFICES PLAN THAT HAVE ALREADY BEEN APPROVED BY THE PTC PLANNING OFFICE, WITHOUT SAID VARIANCE, THE LAND IS UNUSABLE AS CURRENTLY ZONED.

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

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

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

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

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

Name: (Please type or Print) NORTHLAKE WOODS OFFICES LLC
 Address: 96 H+R LAND DEVELOPMENT CORP., 1131 SENOIA RD SUITE 'A', TYRONE, GA 30290
 Phone: (770) 631-4428
 Signature: [Signature] RICHARD ROBERTSON - MEMBER

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

Signature: David E. Rast
 Title: City Planner / Zoning Administrator
 Date of Acceptance: April 28, 2008
 Date of Public Hearing: MAY 15, 2008

Sec. 723. Buffer standards for major thoroughfares.

In order to protect the health, safety, and welfare of its citizens, the city has determined that buffer standards need to be adopted and enforced for the property along its major thoroughfares. These standards are intended to promote an orderly development process by setting forth specific standards to be consistently applied to all building sites along major thoroughfares; they are intended to maintain and enhance the aesthetic standards that have already been established as a part of the city's streetscape; they are intended to ameliorate air quality and water runoff problems; they are intended to help reduce traffic congestion and unsafe driving conditions; and they are intended to encourage an orderly pattern of planned development along all the major traffic arteries in the city, as opposed to the sprawl and strip commercial development that typically characterizes unplanned development without proper buffer standards.

The buffer standards have been established for the four main categories of major thoroughfares: arterial highways, community collector roads, village collector roads, and scenic roads. The specific thoroughfares within each of these categories are identified, standards are presented for both residential and nonresidential land uses along the thoroughfares, and special conditions and exceptions are presented for each classification.

723.1 Arterial highways.

There are two arterial highways in Peachtree City: SR 54 and SR 74. The following buffer standards shall apply to all residential and nonresidential development along these highways:

- (a) *Residential buffers.* A continuous 100-foot-wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to an arterial highway.
- (b) *Nonresidential buffers.* A continuous 60-foot-wide tree-save/landscape buffer shall be established for any nonresidential development adjacent to an arterial highway.
- (c) *Special conditions and exceptions.*
 - (1) The required tree-save/landscape buffer for any nonresidential property may be reduced as follows, subject to the approval of the city landscape architect and the planning commission:
 - a. A buffer may be reduced from 60 feet to 50 feet, provided the developer installs additional landscaping that amounts to at least ten percent of the caliper inches of the trees required for the entire site by the landscape ordinance.
 - b. A buffer may be reduced from 60 feet to 40 feet, provided the developer installs additional landscaping that amounts to at least 20 percent of the caliper inches of the trees required for the entire site by the landscape ordinance.
 - (2) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to an arterial highway unless the zoning of the property is changed or there is a major change in the

intensity of the existing use.

- (3) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to an arterial highway if that lot is less than one acre in area or has an average depth of 200 feet or less (measured from the right-of-way of the adjacent arterial highway). For these lots, the minimum buffer shall be not less than 20 feet wide.
- (4) For any existing platted lot which is adjacent to an arterial highway and which has an average depth of between 200 feet and 220 feet (measured from the right-of-way line of the adjacent arterial highway), the required buffer width may be established at 20 feet plus the number of feet the average depth of the lot exceeds 200 feet. This means that the depth of a buffer for these lots could range from 20 feet minimum to 40 feet maximum.
- (5) The buffer requirements for paragraphs (a) and (b) above may be reduced by ten feet if a nonresidential lot is located between an arterial highway and a parallel service road and if a tree-save/landscape buffer at least 30 feet wide is established adjacent to the service road.
- (6) For lots that front on an arterial highway and have a second or third frontage on another arterial highway, community collector road, village collector road, or scenic road, the respective buffer standards for each of the adjacent major thoroughfares shall apply.

723.2 Community collector roads.

There are 17 community collector roads, either existing or proposed, in Peachtree City. They include: Crosstown Drive, Dividend Drive, Ebenezer Road, Flat Creek Road, Huddleston Road, Kelly Drive, McIntosh Trail, MacDuff Parkway, Northeast collector (proposed), Paschall Road, Peachtree Parkway North (scenic road), Peachtree Parkway South, Robinson Road, Rockaway Road, Senoia Road (Old SR 74), TDK Boulevard extension (proposed), TDK Boulevard/ Crosstown Drive.

The following buffer standards shall apply to all residential and nonresidential development along these roads:

- (a) *Residential buffers.* A continuous 50-foot-wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a community collector road.
- (b) *Nonresidential buffers.* A continuous 50-foot-wide tree-save/landscape buffer shall be established for any nonresidential development adjacent to a community collector road.
- (c) *Special conditions and exceptions.*
 - (1) The required tree-save/landscape buffer for any nonresidential property may be reduced as follows, subject to the approval of the city landscape architect and the planning commission:
 - a. A buffer may be reduced from 50 feet to 40 feet, provided the developer installs additional landscaping that amounts to at least

ten percent of the caliper inches of the trees required for the entire site by the landscape ordinance.

- b. A buffer may be reduced from 50 feet to 30 feet, provided the developer installs additional landscaping that amounts to at least 20 percent of the caliper inches of the trees required for the entire site by the landscape ordinance.
- (2) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to a collector road unless the zoning of the property is changed or there is a major change in the intensity of the existing use on that lot.
- (3) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to a community collector road if that lot is less than one acre in area or has an average depth of 200 feet or less (measured from the right-of-way of the adjacent collector road). For these lots, the minimum buffer shall be not less than 20 feet wide.
- (4) For lots that front on a community collector road and have a second or third frontage on another arterial highway, community collector road, village collector road, or scenic road, the respective buffer standards for each of the adjacent major thoroughfares shall apply.

723.3 Village collector roads.

There are 16 village collector roads, either existing or proposed, in Peachtree City. They include: Aberdeen Parkway (scenic road), Braelinn Road, Cameron Trail, Fishers Luck, Georgian Park, Holly Grove Road, Kedron Drive, Log House Road, Northlake Drive, Riley Parkway (scenic road), Stevens Entry (SR 54 to Peachtree Parkway), Sumner Road, Walt Banks Road, Willowbend Road, Windgate Road and Wisdom Road.

The following buffer standards shall apply to all residential and nonresidential development along these roads:

- (a) *Residential buffers.* A continuous 25-foot-wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a village collector road.
- (b) *Nonresidential buffers.* A continuous 25-foot-wide tree-save/landscape buffer shall be established for any nonresidential development adjacent to a village collector road.
- (c) *Special conditions and exceptions.*
 - (1) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to a village collector road unless the zoning of the property is changed or there is a major change in the intensity of the existing use on that lot.
 - (2) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to a village collector road if that lot is less than one acre in area or has an

average depth of 200 feet or less (measured from the right-of-way of the adjacent collector road). For these lots, the minimum buffer shall be not less than 20 feet wide.

- (3) For lots that front on a village collector road and have a second or third frontage on another arterial highway, community collector road, village collector road, or scenic road, the respective buffer standards for each of the adjacent major thoroughfares shall apply.

723.4 Scenic roads, Peachtree Parkway North.

Peachtree Parkway North is classified as a scenic road from Gin Branch to Flat Creek Road. The following buffer standards shall apply to all residential and nonresidential development along this road:

- (a) *Residential buffers.* A continuous 100-foot-wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to the scenic road portion of Peachtree Parkway North.
- (b) *Nonresidential buffer.* A continuous 50-foot-wide (minimum) city-owned greenbelt buffer and a continuous 50-foot-wide (minimum) undisturbed natural buffer, or a continuous 100-foot-wide (minimum) city-owned greenbelt buffer shall be established for any nonresidential development adjacent to the scenic road portion of Peachtree Parkway North.
- (c) *Special conditions and exceptions.*
 - (1) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to the scenic road portion of Peachtree Parkway North unless the zoning of the property is changed or there is a major change in the intensity of the existing use on that lot.
 - (2) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing lot that is less than two acres in area or has an average depth of 300 feet or less (measured from the right-of-way of the Parkway). For these lots, the minimum buffer shall be not less than 50 feet wide.
 - (3) For lots that front on one scenic road and have a second or third frontage on another arterial highway, community collector road, village collector road, or scenic road, the respective buffer standards shall apply for all of the adjacent major thoroughfares.

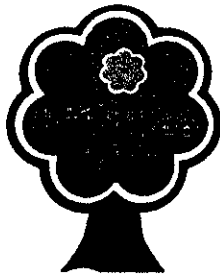
723.5 Scenic roads, Aberdeen Parkway and Riley Parkway.

Aberdeen Parkway is classified as a scenic road from Northlake Drive to Commerce Drive on its south side and to tract A-V-19 on its north side. Riley Parkway is classified as a scenic road from Aberdeen Parkway to Flat Creek Road. The following buffer standards shall apply to all residential and nonresidential development along these roads:

- (a) *Residential buffers.* A continuous 50-foot-wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to the above scenic roads.

- (b) *Nonresidential buffers.* A continuous 50-foot-wide (minimum) undisturbed natural buffer shall be established for any nonresidential development adjacent to the above scenic roads. At the option of the owner/developer, a 50-foot-wide city-owned greenbelt buffer may be substituted for the required undisturbed natural buffer.
- (c) *Special conditions and exceptions.*
 - (1) The buffer requirements for paragraphs (a) and (b) above shall not apply to any existing developed lot adjacent to the above scenic roads unless the zoning of the property is changed or there is a major change in the intensity of the existing use on that lot.
 - (2) For lots that front on one scenic road and have a second or third frontage on another arterial highway, community collector road, village collector road, or scenic road, the respective buffer standards shall apply for all of the adjacent major thoroughfares.

(Ord. No. 884, 5-18-2006)



Peachtree City

Georgia

November 17, 1997

Mr. John McGinn
McGinn & Daniel
510 Northlake Drive
Peachtree City, GA 30269

Re: Tract A-III-3

Dear John:

The purpose of this letter is to give you a zoning and buffer determination for the 0.96-acre tract you own at the southwest corner of Northlake Drive and Aberdeen Parkway.

The property is currently zoned GC General Commercial. The Land Use Plan calls for the property to be rezoned to OI Office/Institutional or LUC Limited Use Commercial for a low-intensity commercial use. The Plan also states that there should be no direct access from the tract to Aberdeen Parkway. Both the low-intensity use and the limited access are intended to protect the scenic nature of Aberdeen Parkway.

Northlake Drive and Aberdeen Parkway are classified as Village Collectors. Because the tract at the corner is less than one acre, the required buffers for both streets must not be less than 20 feet wide. Along Northlake the buffer may be a tree-save/landscape area, but along Aberdeen it must be kept undisturbed.

The building setback along Northlake and Aberdeen is 40 feet. The side setback is 10 feet, and the rear setback is 20 feet. The side and rear setbacks may be applied to either of the property lines not adjoining the street rights-of-way. It will be required that this tract be connected to the sewerage system when a building is constructed.

If you have any questions about this letter, please call me at 487-5731.

Sincerely,

James B. Williams
Director of Developmental Services

JBW/jir

of
opment
Map
3007-0001-C
is properly
and hazard zone.

SEEN PARKWAY (One Way -- East Bound Lane)

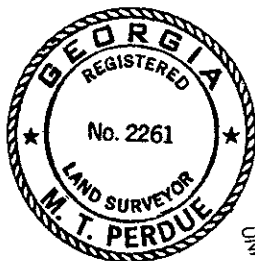
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N/E
EQUITABLE
THE ASSURANCE
LIFE OF THE
SOCIETY OF THE
UNITED STATES

LEGEND

- SS = SANITARY SEWER
- R/W = RIGHT-OF-WAY
- F.H. = FIRE HYDRANT
- M.H. = MANHOLE
- D.I. = DROP INLET
- W.M. = WATER METER
- I.P.F. = IRON PIN FOUND
- I.P.P. = IRON PIN PLACED

NOTE: RIGHT-OF-WAY OF ABERDEEN PARKWAY
ESTABLISHED AS BEING 40' FROM E OF
PAVEMENT OF EACH LANE.

L.L. 130
Approximate Location
of Landlot Line
L.L. 127

Area: 0.96 Acres
(41,681 SQ. FT.)

(No evidence of buildings or other
structures on this property.)

Note: Surface evidence indicates availability of
Water, sewer, telephone, & electricity.
Other sub-surface utilities may be present.

CEMETERY TRACT

NORTHLAKE
DRIVE

100' R/W

STATE PLANE CO-ORDINATES
GEORGIA WEST ZONE

Entrance to Aberdeen
Shopping Center

W.M.

E.M.C. Marker

Greenbelt
R/W

M.H.

M.H.

M.H.

I.P.F.

Southern
Bell Marker

Point of
Beginning

I.P.F.

I.P.F.

I.P.F.

I.P.F.

N23°19'07"W
246.03'

S82°26'40"E
190.00'

S47°12'03"E
82.93'

S22°44'08"E
86.56'

S29°57'17"E
46.31'

209.84'
S83°15'20"W

HB&A
DESIGN GROUP

1018 TWIGG ROAD SUITE 400
TUCKER, GEORGIA 30084
770-244-4444 FAX 770-413-8844
info@hba.com hba.com

REVISIONS	DESCRIPTION
1	CONCEPTUAL DESIGN
2	
3	
4	
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9	
10	

A/TM HARPER DEVELOPMENT PROJECT
NORTHLAKE OFFICE BUILDING
NORTHLAKE DRIVE & ASHDEEN PARKWAY
PEACHTREE CITY
06-0957

PROJECT

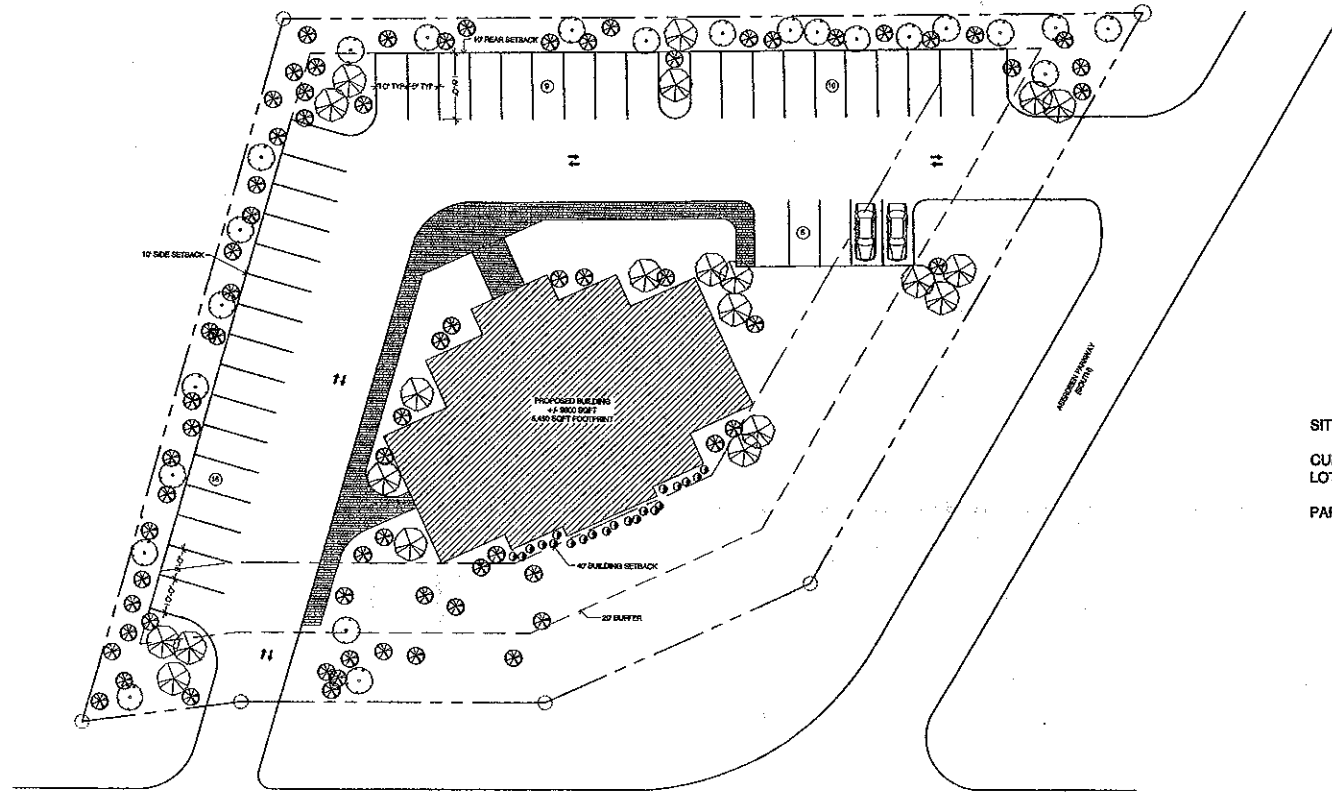
DATE

MARCH 15, 2006
CONCEPTUAL DESIGN
NOT FOR CONSTRUCTION
SUBMIT DATE

CONCEPTUAL
SITE PLAN

DRAWING TITLE

Drawn by JAN 04	Checked by JAN 04	Project No. 06-0957
Scale AS SHOWN		Sheet A0.1



SITE DATA:
CURRENT ZONING- GC
LOT SIZE- 0.96
PARKING: 40 SPACES

Received
APR 24 2006
Office of City Planner
Peachtree City, GA

1 CONCEPTUAL SITE PLAN
1/16" = 1'-0"

SCALE: 1/16" = 1'-0"



ABERDEEN PARKWAY ~ RW VARIES
"EAST BOUND LANE ~ ONE WAY"

APPROXIMATE WATERLINE

BIORETENTION
AREA NO. 1

CLEARING AND
GRADING LIMIT

FIBER OPTIC
18" CMP

BELL
SOUTH

PROP. RET WALL
T.W. 824.0
T.R. 817.60

INV. 816.30

PROP. HW
ST. 1125
INV. 817.00

IPF 5/8"
RE-BAR

PROP. OFFICE BUILDING
FOOTPRINT: 5,500 SQFT.
TOTAL +/- 11,000 SQFT.
TOP FLOOR FFE. 840.00
BOTTOM FLOOR FFE. 826.67

FOUNDATION WALL

FOUNDATION WALL

PRO. WALL

10' SIDE B/L

N/F

WHITLOCK CEMET

WORTH

FES-C1

TRENCH
DRAIN

IPF 5/8"
RE-BAR

CLEARING AND
GRADING LIMIT

IPF 5/8"
RE-BAR

838.25

838.25

828.25

838.25

834.25

833.5

831.0

829.00

830.25

830.00

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N/F
1031 WESTPARK COURT LLC
DB 2678 PG 657

LENGTH (ft)	DRAINAGE AREA (ACRES)			INLET Q25(cfs)	CUM Q25(cfs)
	IMP.	GRASS	WOODS		
22	0.23	0.01	0.00	1.88	1.88
49	1.25	0.58	0.00	10.40	10.40
59	0.03	0.75	0.20	3.16	3.16

Attachment "E"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Bernard McMillan*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: June 13, 2008

SUBJECT: Proposed Special Use Permit for Line Creek retail center.
June 19, 2008 City Council Agenda

At the June 5 City Council meeting, this item was continued to give the Applicant additional time to work with Staff and the Planning Commission Representatives to discuss specifics about the buffer adjacent to Cardiff Park, the buffer adjacent to SR 54, the provision of an easement between this development and Planterra Way for a future road connection, and details about the Applicant's commitment to provide landscaping within the median of SR 54 from Line Creek to Huddleston Road.

Staff has been working with the Applicant this week to address these items. In addition, a meeting was held this morning with the Representatives from the Planning Commission where the specifics of these items were discussed in detail. Based on comments raised at this meeting, the Applicant will be revising the plans accordingly and will submit these to me electronically over the weekend for review and comment. A complete set of revised drawings will then be submitted no later than 12:00PM on Monday, June 16, at which time they will be forwarded to City Council with a supporting memo from Staff.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Benjamin J. Miller*
Developmental Services Director *WKS*

FROM: City Planner/ Zoning Administrator *David*

DATE: June 11, 2008

SUBJECT: Request by John Wieland Homes and Neighborhoods to lift the moratorium on multi-family housing for an 89-acre tract within Wilksmoor Village
June 19, 2008 City Council agenda (tabled from June 5 agenda)

Recommendation:

Based on the appeal procedures outlined in Section 1404 of the Multi-Family Rezoning Moratorium (Attachment "A"), Staff is not authorized to make a recommendation to Council on the request to lift the multi-family moratorium.

Discussion:

John Wieland Homes and Neighborhoods submitted a letter to City Staff on May 19, 2008 (Attachment "B") requesting that City Council lift the moratorium on multi-family housing for an 89.146-acre tract of land within Wilksmoor Village. The subject tract is located within the city limits of Peachtree City and is zoned GI General Industrial and is designated as IND Industrial on the city's Land Use Map.

At the request of City Council, the Applicant has been working with a citizen task force to develop a master plan for the 89-acre tract and to identify how this tract would interact with the recently annexed and approved development within Wilksmoor Village. The master plan developed and endorsed by the task force identifies a total of 125 detached homes, 161 attached homes and 58 condominiums for a total of 344 residential units (Attachment "C"). The master plan also identifies a large centralized recreation area as well as neighborhood parks within each neighborhood. The northern portion of the property identifies a potential office component or location for Atlanta Christian College.

The Applicant's request is to lift the moratorium on multi-family development only. Should this occur, the property would have to be rezoned to accommodate the proposed residential component. Staff would analyze the overall development and provide a recommendation to both the Planning Commission and City Council.

Request to lift multi-family moratorium

June 11, 2008

Page 2

Staff and the Applicant will be available at Thursday's meeting to answer questions pertaining to this request. Mr. Dan Fields, representing John Wieland Homes and Neighborhoods, has requested that he be allowed to make a brief presentation on their proposed development.

Budget impact:

Should the application move forward, budget impacts would be analyzed as a part of the rezoning process.

Attachments

Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

(Ord. No. 727, 11-4-1999)

Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

- (a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;
- (b) The development of additional multi-family housing would overburden area schools
- (c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and
- (d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

(Ord. No. 727, 11-4-1999)

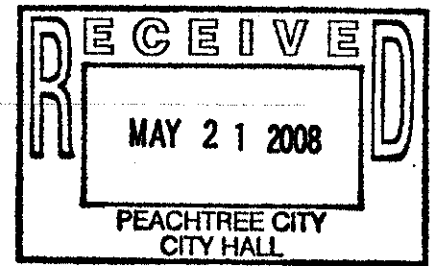
Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

- (a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.
- (b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.
- (c) This moratorium shall not apply to property already zoned for use as multifamily.

(Ord. No. 727, 11-4-1999)

John Wieland
JOHN WIELAND HOMES
AND NEIGHBORHOODS



May 19, 2008

Mayor and City Council
c/o Mr. David Rast
City Planner
Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Multi-Family Moratorium

Dear Mr. Mayor and Council Members,

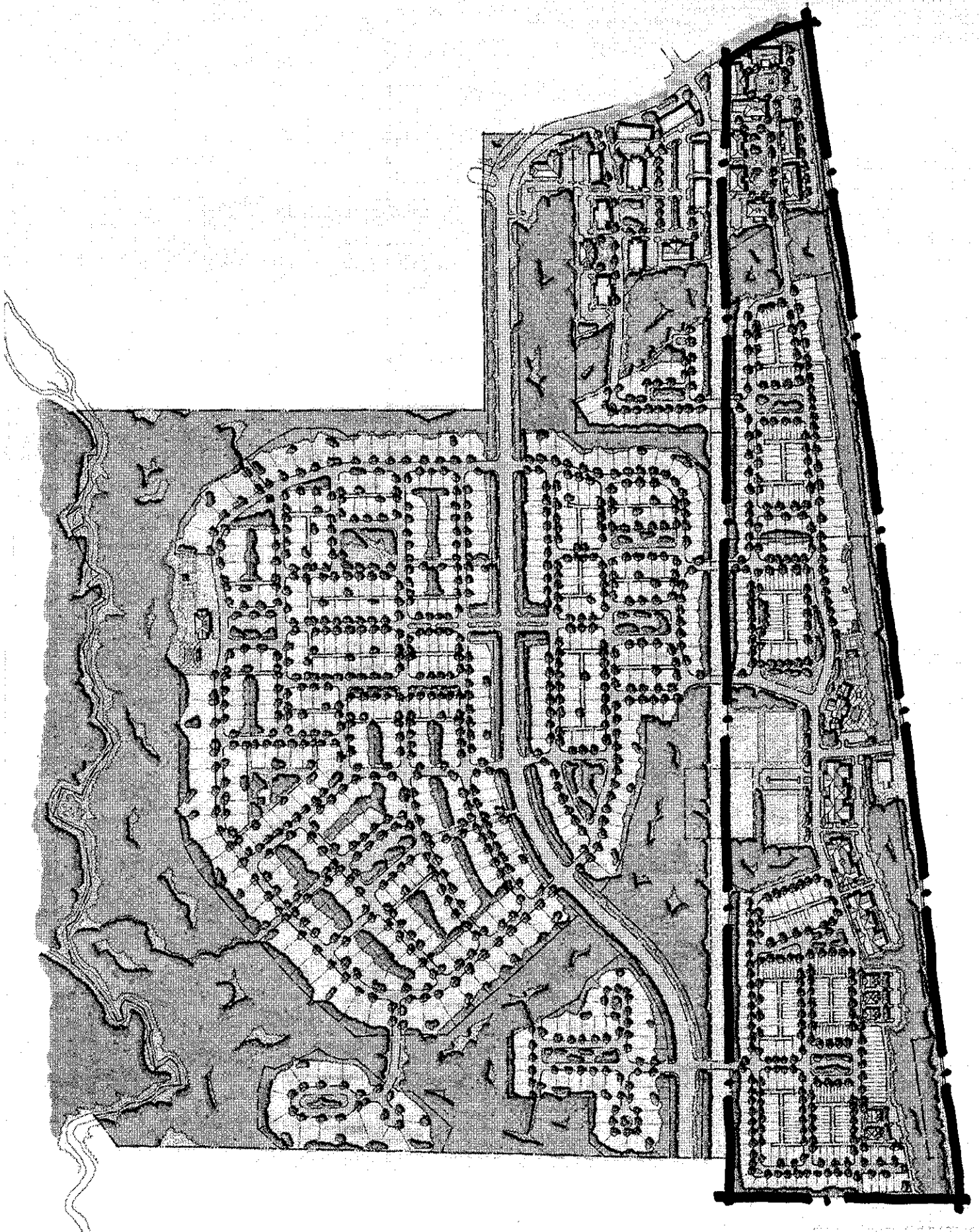
As you know, John Wieland Homes and Neighborhoods, Inc. currently owns approximately 89 acres located within the city limits of Peachtree City. Over the past year, we have met with the City's Task Force in order to determine appropriate plans for the development of the acreage.

At the final Task Force meeting on Thursday, May 8, 2008, Task Force approved recommendation to approve our land plan for the property. This plan included 125 detached homes, 161 attached homes and 58 condominium units. I am writing to formally request that Peachtree City lift its Multi Family Rezoning Moratorium (Article XIV) in order for our rezoning request to be heard by the Council.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Fields".

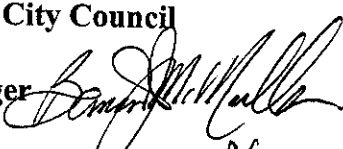
Dan Fields
Vice President



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Financial Services Director *P.G.*

DATE: June 10, 2008

SUBJECT: Overview/Discussion of FY 2009 Proposed Budget
June 19, 2008 City Council Meeting

Recommendation:

No action required.

Discussion:

On June 2 and 3, staff presented the City Manager's proposed FY 2009 budget to City Council. Per Council's direction at this year's Council retreat, a budget was presented that kept the City's combined millage rate the same as last fiscal year. Since this model projected a significant millage rate increase for FY 2010, if service levels remain the same, staff also presented two alternate models that included moderate millage rate increases for FY 2009 to alleviate the projected burden in FY 2010. Council decided to proceed with using the model that showed no increase in the total millage rate for FY 2009 (attached) and to have staff conduct a study that would provide citizen feedback on service preferences should Council decide to cut service levels in FY 2010 and the future.

At the June 19 City Council Meeting, staff will present an overview of the proposed budget to the public, and Council will allow for comments and discussion on what is presented. Another budget workshop meeting is scheduled for Thursday July 10 (if necessary) and, per Georgia State law, a formal public hearing on the FY 2009 budget is scheduled for the Thursday July 19 City Council Meeting. Additional public hearings will be scheduled to discuss the millage rate.

Budgetary Impact:

N/A

**City of Peachtree City
Five-Year Financial Projections**

General Fund	Projected Actual FY 2008	Proposed Budget FY 2009	Projected Budget FY 2010	Projected Budget FY 2011	Projected Budget FY 2012	Projected Budget FY 2013
Beginning Fund Balance	\$10,607,894	\$10,030,148	\$8,735,186	\$8,060,951	\$8,291,603	\$8,523,118
<i>Sources of Funds:</i>						
<i>Percentage Increase in G.F. Revenue over Prior Year</i>	<i>-2.92%</i>	<i>0.86%</i>	<i>12.94%</i>	<i>8.18%</i>	<i>5.59%</i>	<i>4.17%</i>
Total Revenues & Transfers In	\$25,963,349	\$26,186,729	\$29,576,111	\$31,995,577	\$33,783,010	\$35,192,460
		\$27,481,691				
<i>Uses of Funds:</i>						
Departmental Operating Expenses	\$23,488,952	\$25,460,659	\$26,860,995	\$28,338,350	\$29,896,959	\$31,541,292
Salary Vacancy/Other Savings:	\$0	(\$636,516)	(\$671,525)	(\$708,459)	(\$747,424)	(\$788,532)
General Administration Expenses	\$404,035	\$369,985	\$386,200	\$403,722	\$422,666	\$443,159
Transfers to Other Funds/Authorities	\$2,648,108	\$2,287,563	\$3,674,676	\$3,731,312	\$3,979,294	\$4,052,852
Total Uses of Funds:	\$26,541,095	\$27,481,691	\$30,250,346	\$31,764,925	\$33,551,495	\$35,248,770
<i>Percentage Increase in G.F. Expenses over Prior Year</i>	<i>2.23%</i>	<i>3.54%</i>	<i>10.07%</i>	<i>5.01%</i>	<i>5.62%</i>	<i>5.06%</i>
Surplus / (Deficit)	(\$577,746)	(\$1,294,962)	(\$674,235)	\$230,652	\$231,514	(\$56,310)
Ending Fund Balance - General Fund	\$10,030,148	\$8,735,186	\$8,060,951	\$8,291,603	\$8,523,118	\$8,466,808
Target Reserves (20% of Uses of Funds):	\$5,308,219	\$5,496,338	\$6,050,069	\$6,352,985	\$6,710,299	\$7,049,754
Over (Under)	\$4,721,929	\$3,238,848	\$2,010,882	\$1,938,618	\$1,812,819	\$1,417,054
Total City Millage Rate:	5.533	5.533	7.023	7.764	8.044	8.532
Total Millage Increase (Decrease)	0.000	0.000	1.490	0.741	0.280	0.488
Percent Increase/Decrease	0.0%	0.0%	29.1%	11.2%	3.8%	6.4%
Maintenance & Operation Millage Rates	4.985	5.122	6.622	7.372	7.672	8.172
M & O Millage Increase/Decrease	-0.548	0.137	1.500	0.750	0.300	0.500
Percent Increase/Decrease	-9.90%	2.75%	29.29%	11.33%	4.07%	6.52%
Bond Millage Rates	0.548	0.411	0.401	0.392	0.372	0.360
Bond Millage Increase/Decrease	N/A	-0.137	-0.010	-0.009	-0.020	-0.012
Percent Increase/Decrease	N/A	-25.00%	-2.43%	-2.24%	-5.10%	-3.23%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Benjamin M. Muller*
Developmental Services Director *DAVID*

FROM: City Planner/ Zoning Administrator *DAVID*

DATE: June 11, 2008

SUBJECT: Proposed amendments to Article X, Requirements by district of the Zoning Ordinance, updating permitted uses within various zoning districts, and for other purposes.
June 19, 2008 City Council Agenda

Recommendation:

Staff recommends that Council continue discussion of this item until the July 17 meeting.

Discussion:

The Planning Commission discussed proposed amendments to several zoning ordinances at a Public Hearing on June 9, at which time they voted unanimously to forward these amendments to City Council with a recommendation that they be approved. Staff is finalizing proposed changes to the remaining zoning ordinances and will be presenting these to the Planning Commission at a Public Hearing on June 23. We would like to present all of the proposed amendments to City Council at one time, which would require that we place this item on the July 17 City Council meeting.

Because this item was advertised as a Public Hearing at the June 19 City Council meeting, we must continue this item in order to avoid re-advertising requirements.

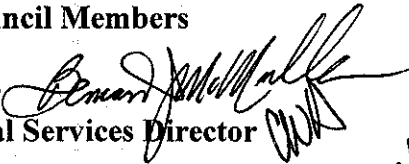
Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Developmental Services Director 

FROM: City Planner/ Zoning Administrator 

DATE: June 11, 2008

SUBJECT: Request to change the name of a public street (Peachtree Crossings East to Dan Lakly Drive).
June 19, 2008 City Council Agenda

Recommendation:

Staff recommends that Council continue discussion of this item until the July 17 meeting.

Discussion:

During preparation of Staff's recommendation for this item, it was discovered we had not notified all property owners who have frontage on the street or the postmaster as required by our ordinance. For that reason, the item cannot be heard as originally scheduled.

Because this item was advertised as a Public Hearing for the June 19 City Council meeting, we must continue this item in order to avoid re-advertising requirements.

We will be sending out letters this week notifying property owners and the postmaster of this proposed name change in accordance with our ordinance and will have this item ready for the July 17 Council meeting.

Budget impact:

There are no budget impacts associated with this request.

POSITION PAPER

Proposed Variance: Lot 7, Foreston Place
Denny residence

City Planner/ Zoning Administrator
June 12, 2008

David *gm*

Situation:

Mr. and Mrs. Gary Denny own the property located at 113 Kraftwood Park within the Foreston Place subdivision. The overall site is 0.306 acres in size and is zoned R-12 Residential. The Applicant desires to increase the size of the existing porch on the front of their home, as well as construct a porch that would be accessible from the second floor of the home. The new porch would be 17' in length and extend 8' from the face of the existing home and would extend 5.3' into the front building setback.

Because the proposed addition would extend into the established building setback, the Applicant has submitted a request for a variance to permit this encroachment (Attachment "A").

Facts:

1. Lot 7 within Phase 2 of the Foreston Place subdivision is zoned R-12 Residential, which requires a minimum front building setback of 40'. The existing structure complies with this setback.
2. The subject tract is located partially on a cul-de-sac. The minimum building setback is measured from the right-of-way of the cul-de-sac.
3. A portion of the proposed porch expansion would extend into the minimum 40' building setback.
4. The home on Lot 6, which adjoins Lot 7, is located approximately 81' from the right-of-way. The front of the home on Lot 6 is approximately the same distance from the right-of-way of Kraftwood Park as the home on Lot 7. However, because of the cul-de-sac, the road and right-of-way encroach into Lot 7.
5. The proposed porch would extend 5.3' into the minimum front building setback.
6. The proposed porch would blend in architecturally and include the same color scheme of the existing home.
7. There is no Homeowner's Association within the Foreston Place subdivision. The Applicant has provided a petition in support of the variance request that has been signed by eleven of their neighbors who live in eight of the homes in the immediate vicinity of Lot 7.

Proposed Variance: Lot 7, Foreston Place

June 12, 2008

Page 2

Review criteria:

Based on the review criteria established within Article XII. Variances and Appeals of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

- (a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;
- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;
- (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and
- (e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and,
- (f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

If it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the City Council shall deny the request in writing, stating the reasons for the denial.

Discussion:

The Applicant desires to increase the size and usability of the existing front porch as well as add a porch on the second floor of their home. The existing home is located within an established subdivision, where most of the homes were developed at or near the front building setback. In this particular case, the existing home was constructed in alignment with the home on the adjoining lot, which is rectangular in shape. Because of the fact Lot 7 was constructed on a cul-de-sac, the actual building setback encroaches farther into this lot than it does on the adjoining

Proposed Variance: Lot 7, Foreston Place

June 12, 2008

Page 3

lot, which prohibits the Applicant from making these improvements without first securing a variance. This could be considered a special circumstance that is applicable to this particular lot, as it does not apply to the majority of the other lots within the subdivision.

In looking at the overall character of the homes within this portion of Foreston Place, the proposed addition would complement the surrounding neighborhood. Because each of the homes on Kraftwood Park is located a similar distance away from the edge of the road, the proposed addition would appear to be in alignment with the existing homes as opposed to appearing as if it "stood out" because a variance was granted.

Many of the discussions pertaining to the update to the city's Comprehensive Plan have included a need to include provisions to protect the character of existing neighborhoods as well as encourage redevelopment and reinvestment within these neighborhoods. The Applicant is proposing to enhance their property as well as the neighborhood with this addition. The design and construction of the addition are complementary to the existing character of the home and would include similar building materials and color selections.

Recommendation:

Staff recommends that the variance be approved subject to the following understandings and conditions:

- 1. The variance shall be limited to no more than 5.3' into the established 40' front building setback.*
- 2. The architectural design of the proposed addition, including exterior building materials, roof lines and color selections shall be the same as those used on the existing home.*

Attachments



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$250.00

Receipt #
Date Filed 05/20/08
Case # V-2008-07
Office Use Only

VARIANCE LOCATION	Street Address <u>113 Kraftwood Park</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>Gary W. Denny</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>770 486 0672</u>
APPLICANT	Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	PROPERTY INFO	Email <u>garyncarma@earthlink.net</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☐ Zoning		Subdivision: <u>Foreston Place</u>
APPLICANT	Name <u>Gary W. Denny</u>	SUPPORTING DOCUMENTS	Phase: <u>II</u> Lot # <u>7</u>
	Address <u>113 Kraftwood Park</u>		Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application)
APPLICANT	City, State, Zip <u>Peachtree City, GA 30269</u>	SUPPORTING DOCUMENTS	☐ Site plan (with property lines and proposed work)
	Phone # <u>770 486 0672</u>		☐ A detailed report justifying the requested variance
APPLICANT	Email <u>garyncarma@earthlink.net</u>	SUPPORTING DOCUMENTS	☐ Letters of support from adjacent property owners
			☐ Digital Photographs \ Renderings (CD or Email)
APPLICANT		SUPPORTING DOCUMENTS	☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application?	☒ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Does the application pertain to a zoning setback?	☒ Yes ☐ No	
ADMINISTRATIVE VARIANCE	3.) Is the violation an existing setback violation?	☐ Yes ☒ No	
	4.) How long has the violation existed?	____ Years	
ADMINISTRATIVE VARIANCE	5.) What is the required setback?	____ Feet	
	6.) How much of a variance is being requested?	____ Feet	
ADMINISTRATIVE VARIANCE	7.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions?	☐ Yes ☐ No	
SPECIAL EXCEPTION	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking?	(Circle One)	
SPECIAL EXCEPTION	5.) What is the required setback, height, or spaces?	____	
	6.) How much of a variance is being requested?	____	
SPECIAL EXCEPTION			

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application?	☒ Yes ☐ No	
VARIANCE	2.) How much of a variance is being requested?	<u>5.3</u> Feet	<u>Construction of a front porch.</u>
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	
VARIANCE		<u>No violation has occurred</u>	

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

Signature of Owner/Agent: Gary W. Denny Date 6/5/08

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____
Date of Acceptance: _____	Date of Hearing: _____
	☐ Approved ☐ Denied
	☐ Approved with Conditions

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below.
Signature: <u>David E. Rant</u>	Date of Acceptance: <u>06-03-07</u> Date of Public Hearing: <u>06-19-08</u>

Council Members,

Our home was built in 1989 and is located on the cul de sac of Kraftwood Park in Foreston Place subdivision in Peachtree City. The front building line of our lot follows the contour of the street and is very close to our existing home. Our existing front porch is very limited in size. Basically the size of the front door and is too small to utilize. The front building line of our home does not allow enough room to construct a new front porch. All of our neighbors are in favor of the proposed new front porch. (Signatures attached.) We feel that a variance allowing us to build the new porch would have no detrimental effects as it would not project beyond the closest existing point of the house to the street. This porch would not deviate from the high standards which exist in Peachtree City and would greatly enhance the appearance and curb appeal of our home and the neighborhood as well. Thank you all for your time.

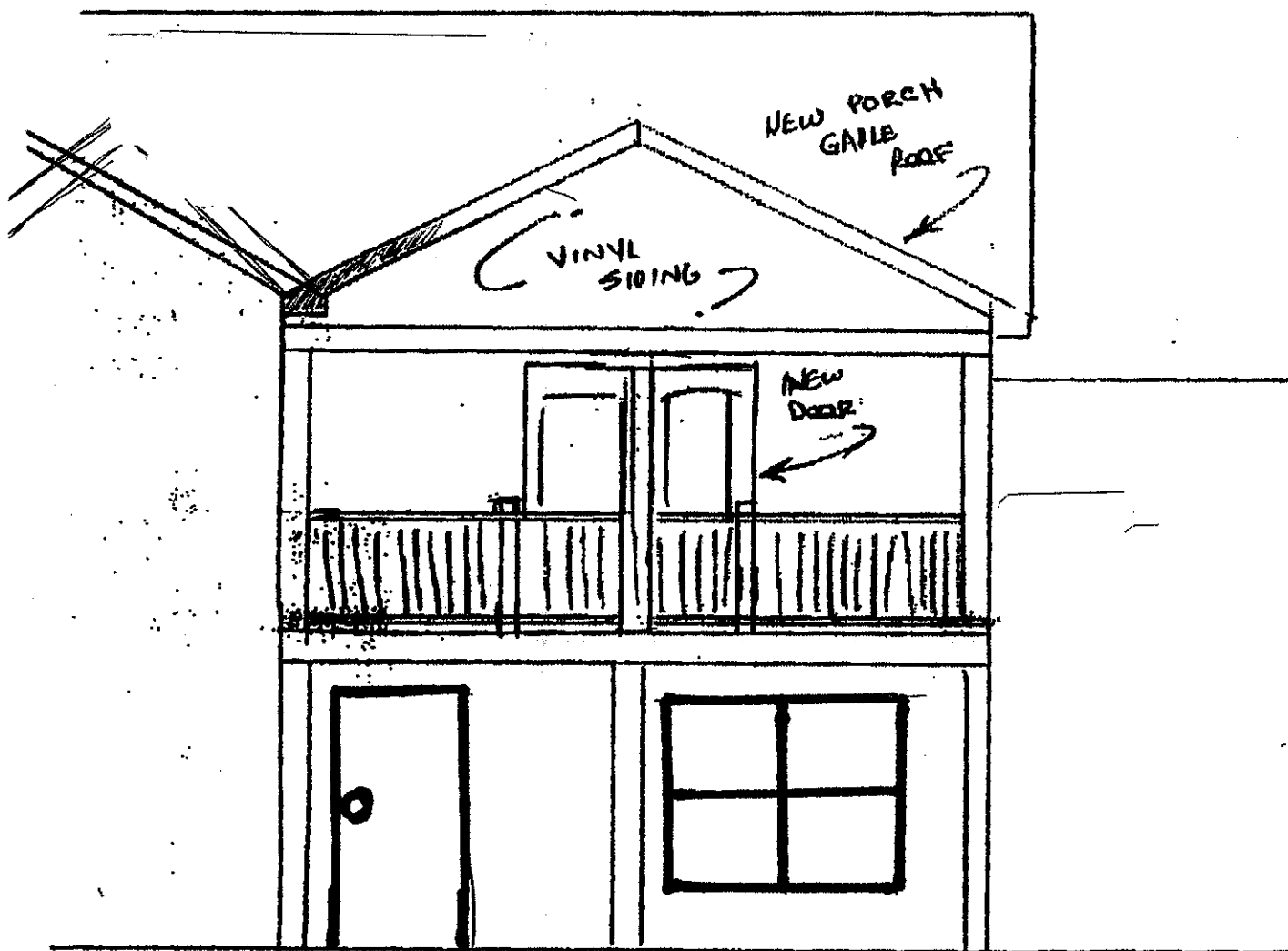
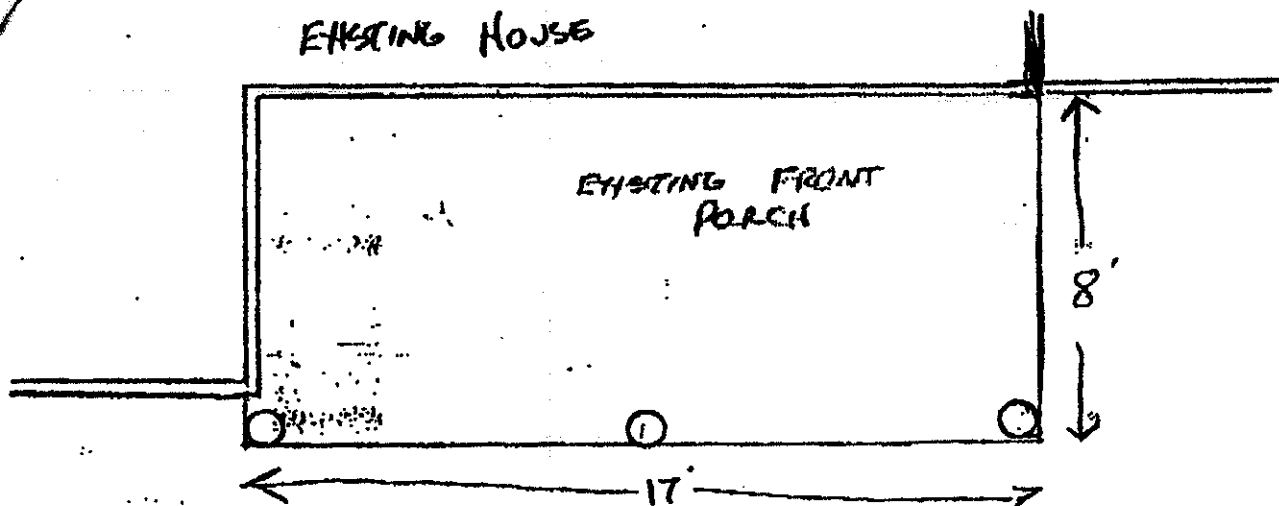
Respectfully,

Gary and Carma Denny



Existing Porch

EXISTING HOUSE



New Proposed Porch

We the undersigned believe the proposed front porch to the Denny residence would indeed add value and curb appeal to this home.

R R 5/17/08

Charlotte Ruff

5-17-08

114 Kraftwood Park

Ralph Cole

5-17-08

110 Kraftwood Pl

Valencia Ardell

5-17-08

111 Kraftwood Park

L. Amund

108 Kraftwood Park

Cindy Ostro

112 Kraftwood Drive

(Cindy Ostrowski)

PTC GA. 30269

Katie Scoville

115 Kraftwood Park, PTC

Tammy Scoville

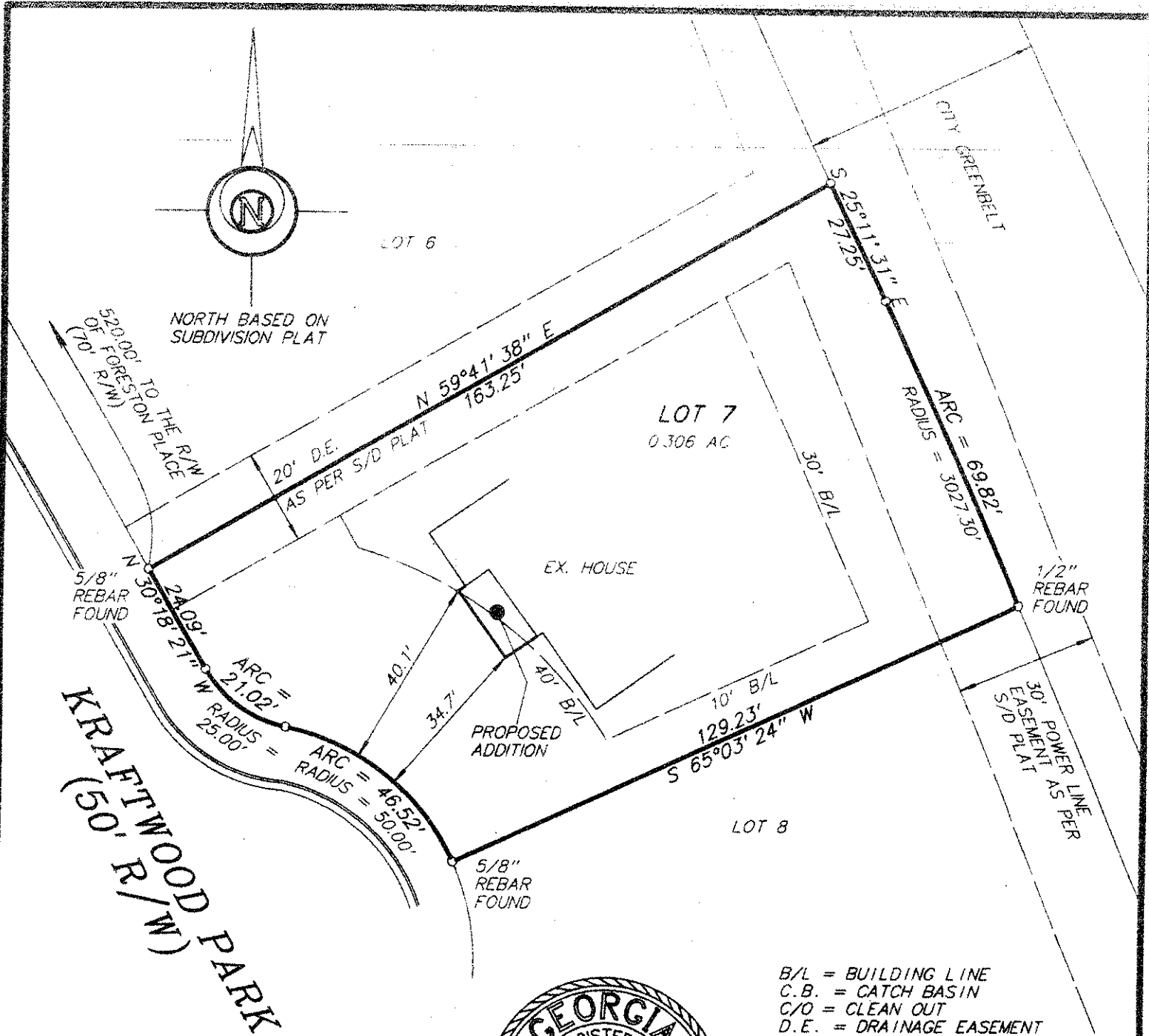
115 Kraftwood Park PTC

Cathleen Schmalenberg

109 Kraftwood Park PTC

Charlie & Kay Thompson

107 Kraftwood Park



B/L = BUILDING LINE
 C.B. = CATCH BASIN
 C/O = CLEAN OUT
 D.E. = DRAINAGE EASEMENT
 D.I. = DROP INLET
 F.F. = FINISHED FLOOR
 HW = HEADWALL
 J.B. = JUNCTION BOX
 M.F.F.E. = MINIMUM FINISHED FLOOR ELEVATION
 N/F = NOW OR FORMERLY
 RET. WALL = RETAINING WALL
 R/W = RIGHT-OF-WAY
 S.S.E. = SANITARY SEWER EASEMENT
 SSMH = SANITARY SEWER MANHOLE
 S/D = SUBDIVISION
 U.E. = UTILITY EASEMENT

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

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

Graphic Scale: 1 inch = 30 feet



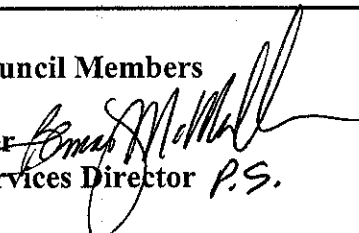
CLOSURE DATA
 FIELD CLOSURE = 1':10,000'+
 ANGLE POINT ERROR = < 10"
 EQUIPMENT USED: E.D.M. & THEODOLITE
 ADJUSTMENT METHOD: NONE
 PLAT CLOSURE = 1':100,000'+

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP.
 Community No.: 130078 0090 D

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Financial Services Director *P.S.*

FROM: Acting Administrative Services Director / City Clerk 

DATE: June 12, 2008

SUBJECT: Request for Funding from Promise Place
June 19, 2008, City Council Agenda

Recommendation:

That Council direct staff to include \$7,500 in non-profit funding for Promise Place (formerly Fayette County Council on Domestic Violence) in the FY 2009 budget.

Discussion:

Promise Place submitted the attached request for \$7,500 in funding assistance from the City of Peachtree City (attachment 1) by the June 1, 2008, deadline established by CAR 8-3. The City has, for the past several years, provided \$7,500 in annual funding to this non-profit organization and this amount has been included in the preliminary FY 2009 budget in anticipation of the annual request.

As indicated in the supporting documentation, the organizations' annual budget of \$391,945 serves over 4,500 clients annually, 40% of whom are Peachtree City residents. Peachtree City residents represent at least 20% of the recipients of direct services from the agency, and over 50% of participants in the organization's community awareness and violence prevention programs. Ms. Sonja Strickland, Executive Director, will be at the Council meeting to answer any questions you may have.

Should Council approve the request and adopt the budget, the required service agreement will come back before Council after October 1. A copy of CAR 8-3 is included for your review (attachment 2).

Budget Impact:

The budget impact to the City would be \$7,500 in FY 2009.

Attachments

**CAR 8-3 City Council Funding for Non-Profit
Organizations in Fayette County**

CAR 8-3

OPR: City Hall
4/00 (Amended 04/08)

Purpose	Section	I
Policy		II

I. Purpose

The Purpose of this regulation is to establish a policy for consistent response to requests for donations on behalf of non-profit organizations, including public schools, in Fayette County.

II. Policy

While the City of Peachtree City has no financial responsibility to assist non-profit organizations, including public schools, with funding or providing labor, there have been requests in the past for this assistance, and it is anticipated that there may be requests in the future. In an effort to ensure consistency, fairness, and compliance with anti-gratuities laws, the following guidelines have been established:

- A. Council will budget no more than \$25,000 annually for all non-profit funding.
- B. The City would assume no liability for any project for which the City provides funding and/or labor.
- C. Services provided to Peachtree City residents by a non-profit organization shall be addressed in a contract between the City of Peachtree City and the organization.
- D. Non-Profit Organizations

1. Basic Needs

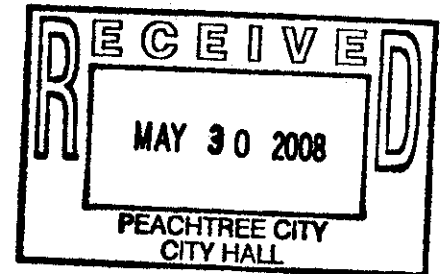
As a general rule, funding for non-profit organizations serving Fayette County should be provided by the Fayette County Commission to ensure that Peachtree City residents are not subject to double payment through their municipal and County taxes. However, Council reserves the right to make contributions to non-profit organizations that provide services that meet the basic needs (food, shelter, protection) of Peachtree City residents based upon the merit of the request. Requests for funding for non-profit organizations that provide basic needs shall not require matching funds but such requests shall be prorated based upon the total annual budget of the organization and the percentage of Peachtree City residents served by the organization in comparison to the total number of people they serve. The amount of funding provided shall be the lesser of the amount requested, the amount of the annual budget used to serve Peachtree City residents based on the percentage of Peachtree City residents served, or \$7,500.00. The percentage of Peachtree City residents served will be based on the total number of residents and non-residents served for the 12-month period ending with the month prior to the month in which the request is made. These funds, once identified, will be budgeted for annually, upon written request by the organization that would be subject to prorated allocation as noted above.



P.O. Box 854 • Fayetteville, GA 30214 • Telephone (770) 460-1604 • Fax (770) 460-6591

May 25, 2008

Director of Administrative Services
151 Willowbend Rd.
Peachtree City, GA 30269



To Whom It May Concern:

The Fayette County Council on Domestic Violence, Inc d/b/a Promise Place wishes to take this opportunity to thank Peachtree City for its continued support of our organization. Last year Promise Place provided direct services to 1453 individual clients. Of those clients, 753 were Fayette County residents (representing 821 children) and 301 lived in Peachtree City. 22 clients were Fayette County residents but did not identify their city of residence. Promise Place provided emergency shelter to 33 women and 42 children from Peachtree City. 129 women attended our support group and we assisted 97 clients in obtaining emergency protective orders. Our Teen Dating Violence Prevention Program reached 1,576 high school students in Fayette County and our domestic violence awareness talks were presented to 1,516 community members.

The breakdown of our services by city is as follows:

<u>Direct Services</u>	<u>No. of Clients</u>	<u>% of F.C.</u>	<u>% of Total</u>
Brooks	23	3%	3%
Fairburn	21	3%	3%
Fayetteville/Unincorp.F.C.	299	42%	40%
Peachtree City	301	43%	40%
Tyrone	39	6%	5%
Unknown F.C.	17	3%	2%
Out of County	53		7%

<u>Prevention/Awareness Services</u>	<u>Participants</u>	<u>No. of PTC</u>
Teen Dating Violence Prevention Program	1,576	788
Community Awareness Presentations	1,516	758

Additionally, we collaborate with the Peachtree City Police Department as well as the other law enforcement agencies in Fayette County to ensure that domestic violence victims are given our information at the time of a violent incident and that police officers are able to contact us for assistance. We believe that this is an important service because when we are able to assist DV victims in escaping violent homes, we help reduce the number of 911 calls to officers, alleviating their volume of calls and reducing the danger to them in responding to DV calls.



P.O. Box 854 • Fayetteville, GA 30214 • Telephone (770) 460-1604 • Fax (770) 460-6591

Place also recognizes that victims of domestic violence and their children need an emergency shelter to go to in a moment of crisis. Promise Place opened our emergency shelter on May 15, 2007 and welcomed our first domestic violence victim and her child into the shelter on May 17th. This emergency shelter has been a safe refuge for victims of domestic violence and their children to go in their moment of crisis. Additionally, Promise Place provides counseling services and many other programs to both the victim and her children, as they heal from the trauma that they have experienced. Since the opening of our emergency shelter Promise Place has provided shelter to 96 women and 153 children.

Because of your continuing support, Promise Place is making a difference in the lives of abused women and their children in Fayette County. To help continue this much needed service, we are requesting \$7,500.00 from the FY 2009 Annual Budget's designated funds for nonprofit organizations. Our cost in this past fiscal year to provide direct services and prevention services was \$52.37 per person. Your donation would help defray the \$96,727.39 cost of providing direct and prevention services to Peachtree City residents.

We hope that the Peachtree City Council will continue to support us in our work and will grant our request for the amount of \$7,500.00.

Sincerely,

Sonja Strickland
Executive Director

Peachtree City

Funding Request for Non-Profit Organization

Organization Information:

Organization Name: Promise Place – Fayette County Council on Domestic Violence

Address: P.O. Box 854, Fayetteville, GA 30214

Phone: (770) 460-1604

Fax: (770) 460-6591

Contact Person: Sonja Strickland

Title: Executive Director

Financial Information:

Total Annual Budget: \$391,945

Total Clients Served Annually: 4545 – Direct Services- 1453, Prevention - 3092

Peachtree City Residents Served Annually: 1847 – Direct Services – 301, Prevention - 1546

Funding Request Information

Funding Amount Requested: \$7,500.00

Funding Use(s): To enhance our Legal Advocacy program to clients and to help our emergency domestic violence shelter

Additional Information:

Promise Place opened our emergency shelter in Fayette County for women and children. We provide 24 hr. crisis services; we also assist with legal advocacy. We have a teen dating violence prevention program that we present to Fayette County 9th graders.

REQUIRED ATTACHMENTS: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date
Submitted: 5/30/08

Council
Approval Date: _____ Amount
Approved: _____

Fayette County Council on Domestic Violence, Inc.

Financial Statements

June 30, 2007

Fayette County Council on Domestic Violence, Inc.
Statement of Activities
For the Year Ended June 30, 2007

Operating Revenue:	
District Attorney Victim Witness	\$ 1,293.25
Transition House Fees	4,450.00
Business/Organizations	59,899.64
Churchs	15,011.45
Individuals	15,099.01
Board Of Directors	3,330.00
Fayette Thrift Shop	34,000.00
Fayette Women Mag. Subscriptions	90.00
United Way	515.94
Govenment Grants	49,459.24
Cell Phone Sales	2,035.50
Fundraising Events	55,582.03
Interest	<u>1,018.46</u>
Total Operating Revenue	241,784.52
Transition House Expenses	
Depreciation	3,768.00
Salary-Case Manager	19,000.00
Salary Project Coordinator	26,008.22
Building Supplies & Maintenance	437.00
Telephone	281.52
Security	297.00
Utilities	<u>6,939.76</u>
Total Transition House Expenses	56,731.50
Zebulon Expenses	
Office Expense	2,770.28
Client Assistance	2,462.31
Travel	3,757.87
Rent	<u>1,400.00</u>
Total Zebulon Expenses	10,390.46
Emergency Shelter Expenses	
Salaries & Wages	5,863.72
Transportation	1,079.05
Payroll Taxes	363.93
Shelter Groceries	599.19
Rent	1,500.00
Depreciation	450.00
Utilities	2,420.99
Telephone	1,048.31
Security	87.50
Client Assistance	255.00
Repairs & Maintenance	<u>10,986.31</u>
Total Emergency Shelter Expenses	24,654.00

See Accountants' Compilation Report

Fayette County Council on Domestic Violence, Inc.
Statement of Activities
For the Year Ended June 30, 2007

Operating Expenses	
Advertising	175.00
Accounting	1,192.45
Auto Expense	630.69
Bank Charges	227.86
District Attorney Victim Assistance	1,109.43
Dues & Subscriptions	435.00
Fundraising	8,488.67
Insurance-Casualty	8,215.38
Office Supplies	665.83
Payroll Taxes	9,422.78
Postage	1,040.57
Professional Fees	4,545.00
Printing	545.70
Rent	4,075.00
Salaries-Professional	43,000.00
Salaries-Clerical	23,750.40
Telephone	3,945.87
Travel	23.85
Utilities	<u>1,808.35</u>
Total Operating Expenses	<u>113,297.83</u>
Total Expenses	<u>205,073.79</u>
Increase in Net Assets	36,710.73
Net Assets, beginning of year	<u>162,319.91</u>
 Net Assets, end of year	 <u><u>\$199,030.64</u></u>

See Accountants' Compilation Report

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

Date: **APR 13 1995**

FAYETTE COUNTY COUNCIL ON BATTERED
WOMEN INC
205 BRANDYWINE BLVD SUITE 100
FAYETTEVILLE, GA 30214

Employer Identification Number:

58-1826445

Case Number:

585081041

Contact Person:

DORRETA UAN METER

Contact Telephone Number:

(404) 331-0185

Our Letter Dated:

April 22, 1995

Addendum Applies:

No

Dear Applicant:

-- This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Nelson A. Brooks
District Director

2. General Needs

Should Council approve a funding request for an organization that provides for general needs (other than food, shelter and protection), a dollar for dollar match up to a limit of \$5,000 in funding/labor may be provided as a match to any non-government funding provided to the organization. If the organization serves people other than Peachtree City residents, request shall be prorated based upon the percentage of Peachtree City residents served in comparison to the total population served. The amount of funding provided shall be the lesser of the actual amount requested, the amount of the annual budget used to serve Peachtree City residents based on the percentage of Peachtree City residents served, or \$5,000.00. The percentage of Peachtree City residents served will be based on the total number of residents and non-residents served for the 12-month period ending with the month prior to the month in which the request is made. Requests from a non-profit organization in the General Needs category will be considered no more often than every five years.

3. Public Schools

- a. Each request for funding/labor will be considered by the Peachtree City Recreation Commission, who will forward a recommendation to the City Council for final decision.
 - b. Council will evaluate each request and make a decision based on the merit of the request.
 - c. No more than one request, per school, will be considered in any five consecutive year period.
 - d. Only Fayette County public schools whose attendance boundaries include Peachtree City will be eligible for consideration.
 - e. Requests for funding/labor must be for enhancements to playgrounds and playing fields only. Any playground/playing field for which the City makes a contribution must be made available for use by City residents when not being used by the school. A formal agreement with the School Board would be required.
 - f. Should Council approve a funding request, a dollar for dollar match up to a limit of \$5,000 in funding/labor may be provided as a match to any funding provided by the school or any school organization (i.e. booster club). All funding requests must be submitted by June 1.
- E. All requests for funding must be made using the attached form. 501c3 non-profit organizations should include a copy of the previous calendar year form 990. Other non-profits should attach a copy of their current fiscal year budget.
- F. The City Council will have final approval on all funding requests. All funding requests must be submitted to and approved by Council by June 1 for consideration for funding in the next fiscal year budget.
- G. In emergency situations, the City Council may vote to provide funding outside of the provisions above from the Council Contingency Fund. Adherence to anti-gratuities requirements would still apply.

APPROVED:
Mayor and Councilmembers



**Funding Request
For Non-Profit Organizations**

Organization Information:

Organization Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Title: _____

Financial Information:

Total Annual Budget: _____

Total Clients Served Annually: _____

Peachtree City Residents Served Annually: _____

Funding Request Information:

Funding Amount Requested: _____

Funding Use(s): _____

Additional Information on Organization/Services: _____

REQUIRED ATTACHMENTS: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date
Submitted: _____

Council
Approval Date: _____

Amount
Approved: _____

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This agreement entered into this _____ day of _____, 2009, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC., D/B/A PROMISE PLACE (hereinafter "Promise Place"), and the CITY OF PEACHTREE CITY, GEORGIA (hereinafter "City").

WHEREAS, Promise Place provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia, who are victims of domestic violence; and

WHEREAS, In providing such services, Promise Place assists the Police Department of the City; and

WHEREAS, Promise Place has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, Promise Place is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code;

THEREFORE, and in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1.

In exchange for the services provided by Promise Place to the City and residents of the City, the City hereby agrees to pay the sum of \$7,500.00 for the period October 1, 2008, through and including September 30, 2009.

Executed the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON
DOMESTIC VIOLENCE, INC.
D/B/A PROMISE PLACE

CITY OF PEACHTREE CITY,
GEORGIA

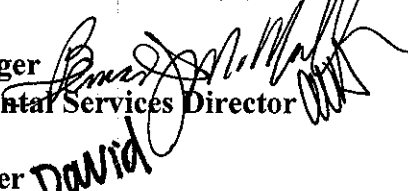
BY: _____ President

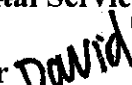
BY: Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Developmental Services Director 

FROM: City Planner  David

DATE: June 12, 2008

SUBJECT: Approval of Ground Lease Agreement for Regents Park extension
June 19, 2008 City Council agenda

Recommendation:

Although Staff cannot make a formal recommendation as to whether or not Council should enter into the Ground Lease Agreement with Dr. Vassey, we do support his proposal to make improvements to the existing Regents Park extension as well as his efforts in working with us to provide a detailed proposal to City Council.

Discussion:

As a part of the settlement of the Kedron Village retail center litigation, Pathway Communities deeded a 0.561-acre tract of land between the retail center and Georgian Park to the city (Attachment "A"). The property contains the Regents Park extension, which was initially constructed to provide access into the retail center from Georgian Park. This road now culminates in a dead-end adjacent to the retail center property.

Dr. Vassey owns a 1.06-acre parcel of land on the east side of the city-owned property and has developed a 12,000 SF medical building and associated parking. Dr. Vassey is also a partner in the ownership of an undeveloped 1.361-acre tract on the west side of this property and plans to develop a second medical office building on this property in the future.

Dr. Vassey expressed an interest in obtaining control of the city-owned property through donation, sale or lease several months ago, with the intent of using this area for additional parking. From what we understand, delivery trucks have routinely mistaken the Regents Park extension as an entrance into the retail center, only to drive through Dr. Vassey's parking lot to get back onto Georgian Park. In several instances, these trucks have caused damage to internal signage, curbing and landscaping.

Approval of Ground Lease Agreement for Regents Park extension

June 12, 2008

Page 2

Staff has been working with Dr. Vassey and his consultant to refine the site plan for the proposed parking expansion. The proposed modifications to the existing road configuration would reduce the total amount of asphalt as well as provide additional landscaping. Dr. Vassey intends to assume maintenance responsibilities for the road and landscaping.

The City Attorney has prepared a Ground Lease Agreement and will be available to answer questions at Thursday's City Council meeting. Dr. Vassey and his consultant will also be in attendance to discuss their proposal.

Attachments

STATE OF GEORGIA
COUNTY OF FAYETTE

GROUND LEASE AGREEMENT

THIS LEASE, made and entered into on this _____ day of _____, 2008, between THE CITY OF PEACHTREE CITY, GEORGIA, of the first part, hereinafter called Lessor, and VASSEY DENTAL PARTNERS, LLC, hereinafter called Lessee.

WITNESSETH:

That the said Lessor has this day rented and leased and Lessee hereby accepts from Lessor the property described in Exhibit "A", attached hereto, hereinafter referred to as the "premises" or the "leased premises". The parties hereby acknowledge that the interest herein created is a usufruct and is not an estate for years.

TERMS

1) TERM. Lessor leases to Lessee the premises for an initial term of ten (10) years, commencing July 1, 2008, and ending on June 30, 2018. This agreement shall be automatically renewed for one (1) additional term of ten (10) years unless Lessor provides thirty (30) days written notice that this lease will not be renewed on or before July 1, 2017.

2) RENTAL AND USE OF FACILITIES. The rent during the term of this Lease as set forth herein, shall be Twelve Thousand Five Hundred Dollars (\$12,500.00) annually, payable on July 1st of each year; provided, however, that Lessee shall not make any rent payments for the first three (3) years of this Lease, and the rental amount due and payable on July 1, 2011 shall be \$7,491.58. Thereafter, the rent amount shall be \$12,500.00 per year as set forth herein. In the event that this Lease is renewed, the rent shall be increased by ten percent (10%) for the term of such extension. As additional consideration, Lessee shall cause improvements to be made to the premises, so that the premises may be used as additional parking and landscape enhancements for Lessee's use in connection with the Lessee's office located at 1601 Georgian Park, Peachtree City, Georgia 30269. The proposed improvements are reflected on Exhibit "B" which is attached hereto and incorporated herein by express reference. Any improvements to the premises must be approved by the City and shall comply with all applicable city ordinances. All improvements to the Premises by Lessee shall enure to the benefit of Lessor.

Lessee shall only use the premises for the purposes set forth in this Paragraph Two (2).

3) NOTICES. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder or not, when deposited in the United States Mail, postage paid, certified or registered mail, return receipt requested, shall be addressed to the Lessor or Lessee at its respective address as set forth below or such other addresses as either party may hereinafter specify for itself to the other by written notice.

If to Lessor: City of Peachtree City, Georgia
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

With a copy to: Theodore P. Meeker, III, City Attorney
Davis & Meeker, LLC
6631 Watson Street
Union City, Georgia 30291

If to Lessee: Dr. Robert Vassey
1601 Georgian Park
Peachtree City, GA 30269

4) INDEMNIFICATION. Lessee shall indemnify the Lessor and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of any occurrence in, upon or at the premises, or the occupancy or use by lessee of the premises or any part thereof, or occasioned wholly or in part by an act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall be made a party to any litigation arising in any way or manner from this Lease and subject to Lessee's indemnification of Lessor as set forth in this Paragraph 4, commenced by or against the Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

5) LIABILITY INSURANCE. Lessee agrees during the term hereof or any renewals hereof to carry and maintain at its expense public liability insurance covering the premises in an amount of not less than \$1,000,000 for injury or death to any one person and \$2,000,000 for injury or death to any number of persons in any one incident in the names of the Lessor and Lessee, as insured's under said policy and to pay said premiums thereafter and to deliver said policy or certificate thereof to Lessor. Said liability policy shall be kept in full force and effect at all times during the term of this Lease and any renewals thereof. The Lessee shall be responsible for obtaining any insurance to protect Lessee's personal property at said premises

against damages from fire and casualty. Lessor shall be responsible for maintaining any insurance to protect said premises, except for Lessee's personal property, against damages from fire and casualty.

6) **USE OF PREMISES.** The premises shall be used solely by the Lessee for parking in connection with Lessee's business located at 1601 Georgian Park.

7) **RIGHT OF ENTRY.** The Lessor and its agents reserve the right to enter upon the leased premises to view the condition of the premises, but shall have no duty to do so.

8) **ASSIGNMENT AND SUBLEASING.** This Lease may not be assigned nor the leased premises sublet.

9) **UTILITY BILLS.** Lessee shall pay all utility costs and electric bills, including but not limited to water, electricity, stormwater, and gas for the leased premises.

10) **CONDITION OF PREMISES.** Lessee shall maintain the leased premises and building thereon in good order, and shall keep said premises free of debris, overgrown vegetation and weeds and the like. No junked or abandoned vehicles, excessive number of vehicles, machinery or the like shall be stored or kept on the premises.

11) **DUTY TO REPAIR AND RESTORE.** Lessor shall, in case of damage or destruction, by fire or otherwise, repair, restore or rebuild the improvements on the leased premises. In case of damage or destruction caused by Lessee, Lessee shall repair or restore the improvements on the leased premises, in accordance with plans and specifications to be approved by the Lessor, with all reasonable dispatch and in any event within six (6) months from the time of such damage.

12) **ALTERATIONS.** The Lessee shall not make any alteration in the external elevation of the leased premises, nor shall Lessee make any other alteration to the leased premises without the permission of Lessor. Any alterations to the leased premises shall be in accordance with all applicable city ordinances. It is understood the Lessee intends to modify the existing road configuration, curbing and landscaping to create additional parking as shown on Exhibit "B".

13) **NEW BUILDINGS.** The Lessee agrees not to erect or permit to be erected on the leased premises any buildings or structures, either permanent or temporary.

14) **LIENS AND ENCUMBRANCES.** The Lessee shall not suffer the premises or any erection or improvements thereon to become subject to any lien, charge or encumbrances whatsoever, and shall indemnify the Lessor against all such

liens, charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance.

15) **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** The failure of either party to insist, in any one or more instances, upon strict performance of any of the covenants and conditions of this Lease shall not be deemed a waiver or relinquish for a future breach of any covenant or condition of this Lease.

16) **DEFAULT.** If the Lessee abandons, vacates or fails to maintain the leased premises in good order, the Lessor shall have the option of terminating the Lease, in addition to and not in limitation of, any other remedies provided by law. In the event of a default under this Paragraph 16, Lessor shall give Lessee thirty (30) days written notice in which to cure said default.

17) **SURRENDER.** At the termination of this Lease, the Lessee shall surrender the premises with all improvements located thereon and additions thereto in such condition and repair as shall be in accordance with the covenants herein contained, including any improvements made to the demised premises by Lessor pursuant to Paragraph 2 of this Agreement, less normal wear and tear.

18) **LESSEE VACATING ADJACENT PROPERTY.** In the event that Lessee no longer occupies and/or operates an office at the property adjacent to the leased premises, this Lease shall automatically terminate.

19) **ENTIRE AGREEMENT.** The Lease contains the entire agreement of the parties and no other agreements are effective. No amendment shall be effective unless in writing and signed by both parties.

20) **SEVERABILITY.** A determination by a court of competent jurisdiction that any provision of this Lease is unenforceable shall not invalidate the remainder of the Lease.

This Lease is executed in duplicate, each copy of which is to be construed as an original, and both parties acknowledge receipt of a copy.

IN WITNESS WHEREOF, the parties have hereunto set their hands and their seals on the day and year first above written.

LESSOR:

Signed, sealed and delivered
in the presence of:
GEORGIA

THE CITY OF PEACHTREE CITY,

Witness

By: _____
Mayor

Attest:

Notary Public

City Clerk

LESSEE:

Signed, sealed and delivered
in the presence of:

VASSEY DENTAL PARTNERS, LLC

Witness

By:_____

Notary Public

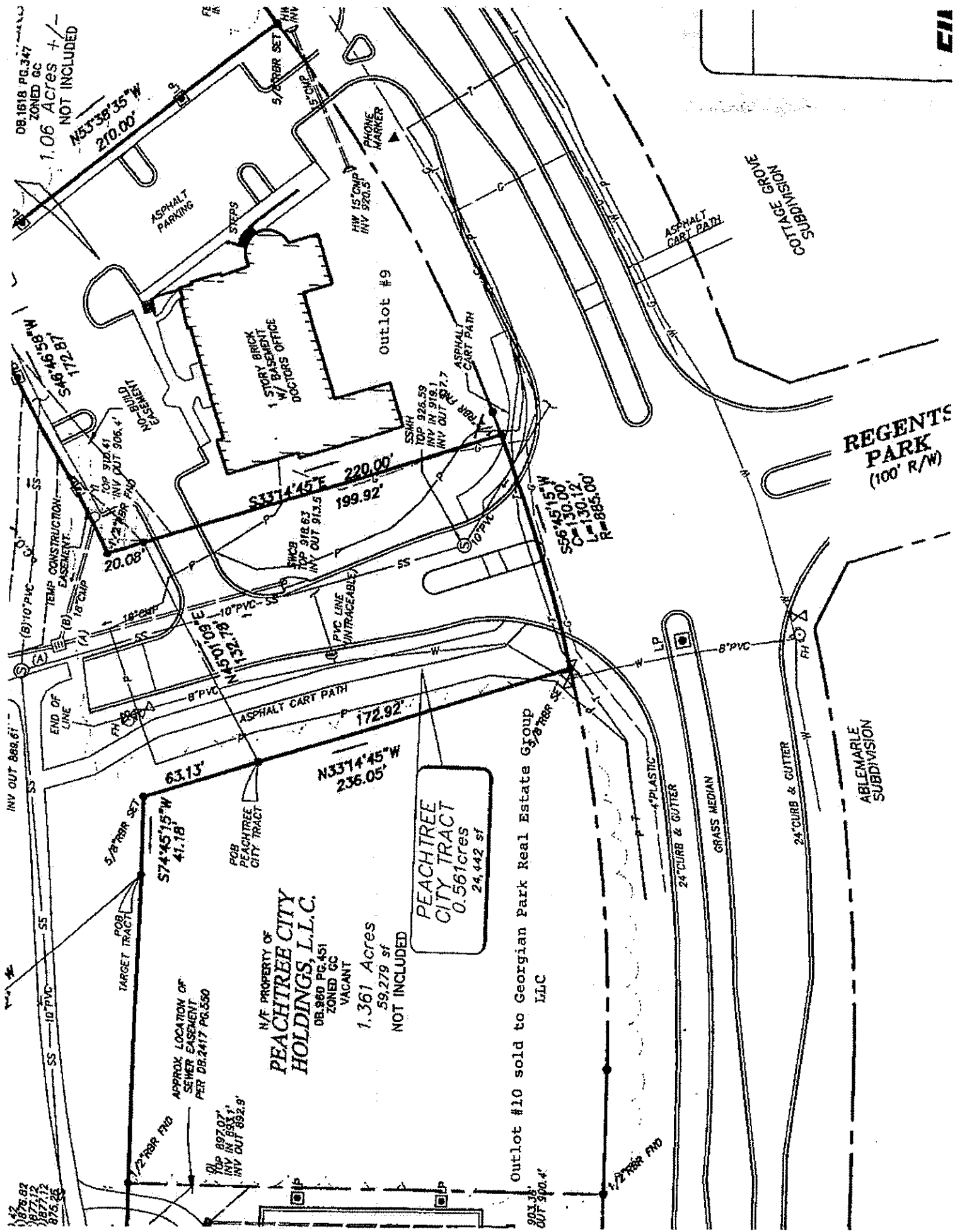
PEACHTREE CITY TRACT

All that tract or parcel of land lying and being in Land Lot 134 of the 7th District, Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

Commencing at a point located at the intersection of the Northerly right-of-way line of Georgian Park (having a 130-foot right-of-way) and the Easterly right-of-way of Newgate Road (having a 60-foot right-of-way); Thence along the Northerly right-of-way line of Georgian Park, South 54 degrees 44 minutes 45 seconds East, a distance of 108.08 feet to a point; Thence along a curve to the left, an arc length of 245.58 feet, said curve having a radius of 650.00 feet with a chord distance of 244.12 feet, at South 65 degrees 33 minutes 56 seconds East to a 5/8" rebar set; Thence along a curve to the left, an arc length of 101.12 feet, said curve having a radius of 650.00 feet with a chord distance of 101.01 feet, at South 80 degrees 50 minutes 58 seconds East to a 5/8" rebar set; Thence leaving said right-of-way, North 07 degrees 02 minutes 18 seconds West, a distance of 213.22 feet to a 5/8" rebar set; Thence North 74 degrees 45 minutes 15 seconds East, a distance of 173.39 feet to a 1/2" rebar found; Thence North 74 degrees 45 minutes 15 seconds East, a distance of 807.61 feet to a point; Thence North 74 degrees 45 minutes 15 seconds East, a distance of 41.18 feet to a 5/8" rebar set; Thence South 33 degrees 14 minutes 45 seconds East, a distance of 63.13 feet to a point, said point being the **TRUE POINT OF BEGINNING**; Thence North 45 degrees 01 minutes 09 seconds East, a distance of 132.78 feet to a point; Thence South 33 degrees 14 minutes 45 seconds East, a distance of 199.92 feet to a 1/2" rebar found on the Northerly right-of-way line of Georgian Park (having a 130-foot right-of-way); Thence along said right-of-way, along a curve to the right, an arc length of 130.12 feet, said curve having a radius of 885.00 feet with a chord distance of 130.00 feet, at South 56 degrees 45 minutes 15 seconds West to a 5/8" rebar set; Thence leaving said right-of-way, North 33 degrees 14 minutes 45 seconds West, a distance of 172.92 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract of land contains 0.561 Acres.

DB 1618, PG. 347
ZONED GC
1.06 Acres +/-
NOT INCLUDED



N/E PROPERTY OF
PEACHTREE CITY HOLDINGS, L.L.C.
DB. 960 PG. 451
ZONED GC
VACANT

1.361 Acres
59,279 sf
NOT INCLUDED

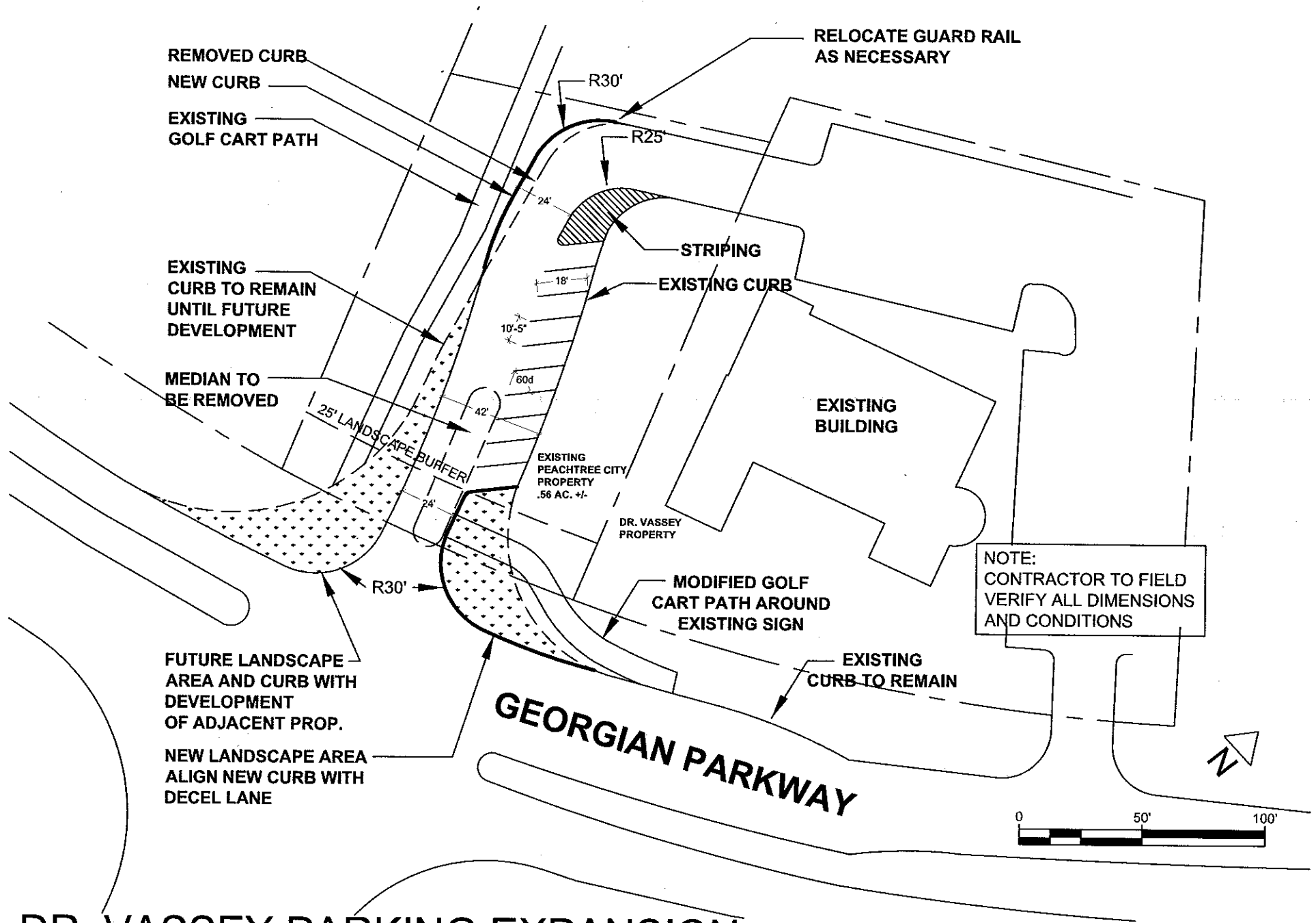
PEACHTREE CITY TRACT
0.561 cres
24,442 sf

Outlot #10 sold to Georgian Park Real Estate Group LLC

REGENTS PARK
(100' R/W)

ABLEMARLE SUBDIVISION

COTTAGE GROVE SUBDIVISION



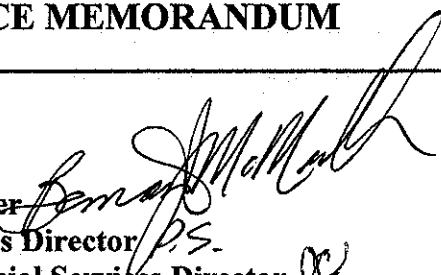
DR. VASSEY PARKING EXPANSION SITE PLAN

May 21, 2008

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director 
Janet Camburn, Assistant Financial Services Director 
Angela Egan, Purchasing Agent 

FROM: H. C. "Skip" Clark II, Chief of Police 

DATE: June 6, 2008

SUBJECT: F-250 Purchase
June 19th, 2008, City Council Meeting

Recommendation:

It is staff's recommendation that City Council authorize the purchase of one (1) Ford F-250 pick-up truck from Allan Vigil Ford for the low bid price of \$33,396.00 for use by the Police Department for emergency response. It is our recommendation that the City purchase this truck for use as a special purpose vehicle.

Discussion:

The recommended Ford F-250 truck is essential to the Police Department in order to maintain an adequate level of emergency preparedness. Currently, the department has only one vehicle that is available to tow emergency response trailers and other special purpose trailers. The weight of these trailers has a negative impact on the towing and suspension system of this vehicle. Currently, the department has one four-wheel drive vehicle to use in emergency situations and/or adverse weather conditions. This vehicle, a Ford Expedition, has over 96,000 miles and will be phased out of our fleet within the next 2 years. By purchasing the F-250, it will allow the department to respond to a variety of emergency situations with the appropriate equipment.

Bids were sent to Ford dealers in the Metro-Atlanta area. There were three bids returned. The bids include:

Allan Vigil Ford	\$33,396.00	
Legacy Ford	\$36,587.00	
Whiteside Chevrolet	\$39,000.00	(non-conforming)

It is staff's recommendation that the City accept the bid from Allan Vigil Ford.

Budget Impact:

The 2008 PIP budget for the police patrol vehicles was \$433,300. Currently there is a balance of \$74,582 remaining in this line item after the purchase of seven patrol vehicles and three CID vehicles including all necessary accessories. The City has budgeted debt service in 2008 for the full amount of this line item budget. The account code for this item is 358-3210-54-2250 (Project 167). The bid prices listed below do not include after-market accessories, radios, brush guard, etc. These will be purchased separately through funds available in the General Fund. This vehicle will replace a Ford F-150 pick-up truck that will be transferred to Public Works. The F-150 will replace a Ford Ranger in Public Works that was planned for replacement in the FY 2009 budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard McMullen, City Manager
Paul Salvatore, Finance Director
Angela Egan, Purchasing Agent

FROM: Ed Eiswerth, Fire Chief *EE*
Matt Robinson, System Administrator *MR*

DATE: June 5, 2008

SUBJECT: Purchase of Telephone Equipment - Leach Fire Station/EOC
June 19, 2008 City Council Meeting

RECOMMENDATION

Staff recommends that Council authorize the purchase and installation of an NEC Elite IPK II phone system with handsets and accessory cards from American International Communications (or AIC) for the quoted price of \$7,294.93 as a brand name purchase.

BACKGROUND

As a part of the City's ongoing efforts to improve disaster management during emergencies, staff performed a review of the City's current Emergency Operations Center, located at Leach Fire Station. The analysis showed there were not sufficient telephone handsets or lines to allow all manned positions in the EOC to be on the phone simultaneously during an emergency. Information Technology advised as to an opportunity to leverage existing telephone lines located at City Hall to assist in the anticipated call volumes during an emergency using Voice Over IP (or VoIP) technology. By utilizing VoIP technology (which the City already maintains at all other fiber-optic fed facilities), the EOC will be able to tap into the pool of telephone lines available through the PRI equipment at City Hall, allowing the building's incoming phone lines to be available for additional traffic.

To achieve this goal, the existing telephone system at Leach Station would need to be connected via the City's fiber optic network to the phone equipment at the City Hall facility. Unfortunately, the existing phone system at Leach Station was purchased immediately prior to the City's VoIP

functions' installation, and the system is made by another manufacturer, leading to incompatibilities with the systems used in the rest of the City.

American International Communications is the vendor who has installed, programmed and provides maintenance to the phone systems in all City facilities except Leach Fire Station. Staff recommends that, based on their knowledge of the existing infrastructure and programming expertise, that this company be utilized to install compatible equipment sufficient to equip Leach Fire Station with the same capabilities as all other fiber-connected City facilities.

Operationally, converting to this system will also allow the Fire Department's training division personnel more direct access to their voicemail and the other features included in the City's telephone network. The existing system at Leach Fire Station can be retained by the City for future standalone use or declared surplus as needed, as there is no other compatible phone system like this in use in the City.

The quotation for the equipment and installation is attached at the end of this memo.

BUDGET IMPACT

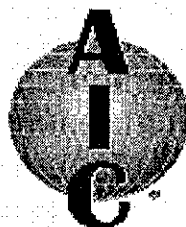
The quoted price for the work to replace the phone system at Leach Fire Station is \$7,294.93. As this is an unbudgeted item over \$5,000 and this purchase benefits the City at large during activation of the Emergency Operations Center as well as to the daily needs of the fire department, staff recommends that the funds for this purchase be transferred from the City's General Administrative contingency account to the Fire Department's Machinery and Equipment account. The General Administrative contingency account currently has \$46,050 available. This purchase would bring that account's balance to \$38,755.07.

Monthly telephone service charges will not be affected by this change.

Attachment: Quote for Phone System from American International Communications

American International Communications, Inc.
6760 Jimmy Carter Blvd.
Suite 135
Norcross, GA 30071

770-447-8666 (Phone)
770-449-5394 (Fax)



Quote

No: **4180**
Date: **05/28/2008**

Prepared for:
Matt Robinson
Peachtree City- Leach Fire Station
110 Paschal Road
Peachtree City, GA 30269 U.S.A.

Prepared by: Alan S. Salter
Account No.: 14398

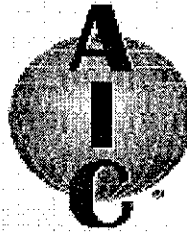
Terms: Due Upon Receipt

Item ID	Description	Qty	UOM	Unit Price	Total
750018-PKG	ERte IPK II Basic Package V.2000	1	EA	\$700.00	\$700.00
Each assembly includes:					
Qty.	Item ID	Description	UOM		
1	750048-PKG	CPU 10(160)-U10 ETU (Part of new system package 750018)	EA		
1	750015-PKG	664-U30 KSU (Part of new system package 750018)	EA		
1	750211-PKG	ESIB(8)-U20 (Part of new system package 750018)	EA		
1	750123-PKG	PS4-U3W PSU (Part of new system package 750018)	EA		
End of assembly:					
750160	COI(8)-U10 ETU	1	EA	\$403.00	\$403.00
750211	ESIB(8)-U20	1	EA	\$230.00	\$230.00
750219	ESIE(8)-U20	1	EA	\$293.48	\$293.48
750235	PVA(X)-U10	1	EA	\$775.00	\$775.00
750879	REMOTE SOFTWARE UPGRADE-ACTIVA	1	EA	\$5.00	\$5.00
750895	IPK/IPK II RESOURCE CD (4 PORT)	1	EA	\$344.00	\$344.00
780571	DTH-SD-2 (BK)	17	EA	\$130.00	\$2,210.00
INPROTECTMQ25689717	KEY SYSTEM EXTENDED PROTECTION	1	EA	\$399.00	\$399.00
ATL-Labor	Atlanta Labor-Installation & programming	1.00	HR	\$885.00	\$885.00
ON400A-SN	ONEAC 400 VA UPS with Serial Port Interface.	1	EA	\$626.00	\$626.00
Toshiba approved UPS required on all Strategy ES systems. See Strategy ES General Description for warranty details.					
4PRTEF3	4PAIR CAT3 PLENUM CABLE	600	FT	\$0.16	\$96.00
HXJ00V	Voice Insert CAT3 Office White	5	EA	\$4.69	\$23.45
IFP110W	Faceplate 1 Port Office White	5	EA	\$2.00	\$10.00
ATL-Labor	Atlanta Labor- Install (5) voice only cable runs	1.00	HR	\$295.00	\$295.00

This quote is configured with seventeen (17) telephones. That number can be reduced, or increased when final numbers are configured.

American International Communications, Inc.
6760 Jimmy Carter Blvd.
Suite 135
Norcross, GA 30071

770-447-8666 (Phone)
770-449-5394 (Fax)



Quote

No: **4180**
Date: **05/28/2008**

Prepared for:
Matt Robinson
Peachtree City- Leach Fire Station
110 Paschal Road
Peachtree City, GA 30269 U.S.A.

Prepared by: Alan S. Salter
Account No.: 14398

Terms: Due Upon Receipt

Item ID	Description	Qty	Unit	Sell	Total
---------	-------------	-----	------	------	-------

Item Total: \$7,294.93
Total: \$7,294.93

Prices are firm until 07/27/2008

Quoted by: Alan S. Salter, asalter@aiconverge.com

Date: 05/28/2008

Standard purchase requires 50% deposit and balance due upon completion. Lease option require two payments as a deposit.

Accepted by: _____

Date: _____

Voice over Internet Protocol (VoIP) can be affected by numerous factors related to network structure and design. To prevent delays, jitter and voice data packet loss, and achieve optimum VoIP traffic performance, your network must be designed or redesigned for voice traffic with priority over data. American International Communications, Inc. highly recommends a network assessment of existing or newly installed networks for proper handling of voice traffic and make sure the network provides the required amount of bandwidth per the number of deployed IP instruments and locations. American International Communications is not responsible for diminished Quality Of Service (QoS) caused by networks not capable of providing necessary bandwidth. American International Communications, Inc. is not providing any router, network switch, or firewall programming.

Low voltage permits and parking fees will be added to invoice.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager *[Signature]*
Financial Services Director *P.S.*
Assistant Finance Director *[Signature]*
Purchasing Agent *A. E. jr.*
Developmental Services Director *[Signature]*

FROM: City Engineer *David A. Borowski*

DATE: June 10, 2008

SUBJECT: City of Peachtree City Police Station Renovation Project- Leo Daly
Construction Administration Approval
June 19, 2008 City Council Meeting

Recommendation:

Staff recommends approval of the attached proposal from Leo A Daly for the amount not to exceed \$55,295 to perform construction administration services for the Police Station Project.

Discussion:

The renovations for the Police Station facility are underway and construction oversight is needed for the repairs and modifications to the building. Because Leo A Daly is intimately familiar with the project and completed the design of the building repairs, staff requested a proposal from them. The attached proposal outlines the construction administration services (construction oversight) for the architectural repairs of this project. A copy of Leo A Daly's proposal is attached. Staff has increased the proposed amount by \$2,500 for reimbursable expenses.

Budget Impact:

Staff recommends that the \$55,295 be funded from the PIP account 357-3210-54-1325.

Attachment

cc: File

LEO A DALY

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS



EST. 1915

ATLANTA
AUSTIN
DALLAS
HONG KONG
HONOLULU
HOUSTON
LAS VEGAS
LOS ANGELES
MIAMI
OMAHA
PHOENIX
SAN ANTONIO
WASHINGTON, DC

June 5, 2008

Mr. Bernie McMullen
City Manager
PEACHTREE CITY
151 Willowbend Road
Peachtree City, GA 30269

**Subject: Proposal for Professional Services for the City Police Station
Proposal Number**

Dear Bernie,

LEO A DALY appreciates the opportunity to offer this proposal for your consideration.

PROJECT DESCRIPTION:

Provide construction contract administration for the interior and exterior demolition, retrofits and repairs to the existing Police Station at 350 Highway 74 in Peachtree City, Georgia.

SCOPE OF SERVICES:

1. On-site observation of components of the interior and exterior areas of the project at intervals appropriate to the work, including demolition, re-installation of interior partitions and insulation and all exterior work.
2. Construction Contract Administration services for the demolition, retrofits and repairs to the project. It is understood the City has contracted with RL Ward for the interior portions and Leslie Contracting Company for the exterior portions of the project. Our services will include review of Certificates for Payments and Change Orders, site visits and observations, submittal reviews, attendance at weekly meetings, coordination with Peachtree City staff and review agencies and all close out activities.
3. Note: All services required for the heating, ventilation, and conditioning systems, mold and mildew remediation, and site grading and drainage are to be performed by others. LEO A DALY will coordinate their services with the City to assist with site grading, drainage and HVAC activities as required.

DELIVERABLES:

1. Detailed AIA Field Reports of our observations of the demolition and repairs and retrofits for each site visit. It is anticipated LEO A DALY will performed site observations two to three times each week throughout the demolition, repair and retrofits period.
2. Copies of all submittals provided by the contractors reviewed by LEO A DALY.
3. Reviewed and signed copies of all Certificates for Payment and Change Orders provided by the contractors.
4. Close out documents, (warranty and guarantee documents, as-built documents and final certificates for payment), provided by the contractors.

10 TENTH STREET
SUITE 200
ATLANTA, GA 30309
TEL 404.874.8333
FAX 404.874.8330
www.leoadaly.com

Bernie McMullen
PEACHTREE CITY
June 5, 2008
Page 2

COMPENSATION:

Compensation to LEO A DALY shall be a lump sum of \$52,795.00, plus reimbursable detailed below.

REIMBURSIBLE EXPENSES:

In addition to the fee, LEO A DALY shall be compensated for the expenses described below, and incurred by LEO A DALY and its employees in the interest of the project. These expenses will be invoiced at cost plus 10%:

Employee owned vehicles @.50 cents/mile
Long distance communications-telephone and fax.
Tests, surveys and other technical assessments of the existing building.
Communications, postage, express mail and couriers.
Computer time @\$4.00 per hour.
Printing, plotting, copying, photography and other reproductions.

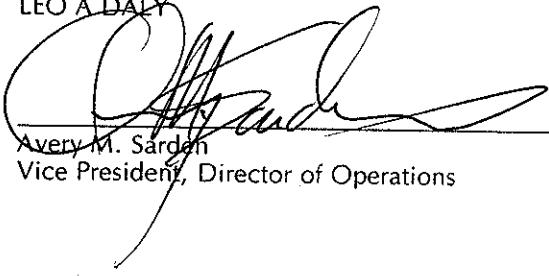
PAYMENTS:

Payments are due and payable thirty (30) days from the date of the LEO A DALY monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 12 percent (12%) per year.

Bernie, we look forward to providing these services for this important project. Should this proposal meet your needs, please sign one copy and return it to us. If any revisions to this proposal is needed, please give us the opportunity to make those revisions and submit a revised proposal.

Sincerely,

LEO A DALY

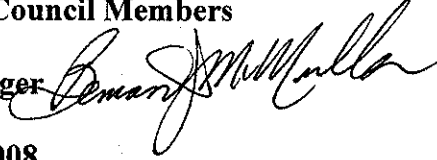


Avery M. Sarden
Vice President, Director of Operations

Bernie McMullen, City Manager
CITY OF PEACHTREE CITY

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: June 12, 2008
SUBJECT: Consider Cancellation of the July 3, 2008, City Council Meeting
June 19, 2008, City Council Meeting

Recommendation:

That Council consider cancelling the July 3, 2008, City Council Meeting.

Discussion:

Due to the July 4th holiday and many residents' traveling during that week, staff has worked to schedule City Council agenda items around the July 3 meeting. At this time, there are no items on the agenda, allowing Council to consider cancellation of the meeting if you so desire.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Bonnie M. Miller*
Financial Services Director *R.S. J.*
Assistant Finance Director *J.*
Purchasing Agent *we*
Developmental Services Director *Cut*

FROM: City Engineer *David A. Gonsky*

DATE: June 17, 2008

SUBJECT: Consider Change Order Proposal from R.L. Ward for Police Station
Mold Remediation and Drywall and Insulation Replacement
June 19th 2008 City Council Meeting

Recommendation:

Staff recommends that the City Council approve the attached change order proposal from R.L. Ward for mold remediation services and for drywall and insulation replacement for the lump sum of \$134,200.

Discussion:

The renovation work is proceeding on schedule at the police station. As part of the ongoing renovations, mold remediation must be performed on the inside of the building to remove the impacted insulation. The impacted insulation is located in all the exterior walls of the building. No mold has been identified in any interior wall. After the remediation is complete the insulation and drywall must be replaced and sealed to the roof deck (see attached drawing A501).

The City's contractor for interior renovations (R.L. Ward) solicited proposals from mold remediation contractors. Two proposals were received and are attached. The proposals meet the requirements in Atlantic Environmental's report *Specifications for the Removal of Mold Contaminated Materials*. At the time of writing this memorandum we requested clarification that the proposals include the addendum to Atlantic's report. Staff will provide this clarification to Council as soon as it is received.

Staff concurs with R.L. Ward's selection of Global Prevention Services (GPS) for the mold remediation. This recommendation is based on the fact that GPS provides a better warranty than the Remediation Group, Inc. Also, GPS provides a 2-year warrant on the mold remediation backed by an insurance company, while the Remediation Group, Inc. only has a standard 1-year warranty. The cost proposal from GPS is \$68,212 and the cost proposal from the Remediation Group, Inc. is \$61,588.

Staff also recommends approval for R.L. Ward to reinstall the insulation and drywall and seal it to the roof deck. This work is necessary to replace what is removed from the mold remediation. Extending the drywall and insulation and sealing to the roof deck is necessary to seal moisture from the outside, and was recommended by our architect Leo A. Daly. The cost proposal from R. L. Ward is \$65,962 for this work.

Budget Impact:

Staff proposes to use Bricks and Mortar funding to cover these changes in scope.

Attachments

- Proposal from R.L. Ward titled, *Change Order #8*
- Proposal from GPS titled, *Estimate*, dated 6/11/2008
- Sample Warranty from GPS
- Proposal from Remediation Group, Inc, titled *Remediation Group, Inc.*
- Wall detail from Leo A Daly, drawing number A501

cc: File

Change order # 8
Explanation of Proposal

Complete Turnkey Price \$ 134,200.00

Price includes Demo and put back of Electrical, HVAC, Plumbing, Ceilings, Cabinets, Ceramic tile, Remediation, Insulation, Sheetrock to deck, Painting, and Windows. This is an inclusive price.

Remediation Numbers

Remediation Group	\$ 61,588.00
Global Prevention Services of Georgia	\$ 68,212.00

Construction Numbers \$ 65,962.00

It does appear that both remediation companies meet or exceed the requirements set forth in scope of work. We decided to use the Global Prevention Services number in our proposal, because the warranty offered by Global was better and offered everyone involve more protection. If you decide to use The Remediation Group, than you can reduce the price of the overall change order by the amount of the difference between the two remediation bids. We feel that with the publicity this job has received, we need to do everything we can to protect ourselves from liability as much as possible. Call with any questions or feel free to call either of the remediation companies. We are providing information on both remediation companies for your review.

Sincerely

Robert Ward
R.L. Ward LLC



5210 Palmero Court, Suite 105
Buford, GA 30518

Estimate

Date	Estimate No.
6/11/2008	1124

Name/Address
R.L. Ward General Contractor Contact: Robert Ward 350 Highway 74 S. Peachtree City, GA



Payment Method	Rep
20%up net 30 rema...	NG

Item	Description	Qty	Rate	Total
502	Install Critical Barriers(Containment)	55	65.00	3,575.00T
508	Full Containment(2 stage decontamination)	20	300.00	6,000.00T
508	Full Containment(3 stage decontamination with shower facility)	1	500.00	500.00T
501	Negative Air Unit(per unit, per day)25 units x 10 days	250	125.00	31,250.00T
511	Dehumidifier(per unit, per day)20 units x 10 days	200	115.00	23,000.00T
503	Masking and Prep(HVAC and Content)	40	56.00	2,240.00T
510	Content Removal and Disposal(2x bagged/wiped)	120	56.00	6,720.00T
400	Mold Abatement & Prevention Treatment	7,000	1.60	11,200.00T
506	HEPA-VAC and Hand Wipe	160	56.00	8,960.00T
601	Disposables	40	100.00	4,000.00T
	Subtotal			97,445.00
300	Municipal Discount		-30.00%	-29,233.50
	Non-Taxable		0.00%	0.00

Estimate per Atlantic Environmental, Inc. Specifications.

Total

\$68,211.50

Signature _____

Phone #
6787497753

E-mail	Web Site
ng@nomold.com	www.nomold.com

Dave Borkowski

From: Robert Ward [rlward@numail.org]
Sent: Wednesday, June 18, 2008 1:33 PM
To: Dave Borkowski
Subject: Fwd: Estimate from Global Prevention Services of Georgia
Attachments: Est_1124_from_Global_Preven2.pdf; ATT112178.txt

Dave,

Here is the new proposal from Global inclusive of the addendum. I will follow with the Remediation Groups new proposal as soon as I get it.

Robert

Delivered-To: rlward@numail.org
X-Greylist: domain auto-whitelisted by SQLgrey-1.7.5
Date: Wed, 18 Jun 2008 10:28:15 -0700 (PDT)
From: Global Prevention Services of Georgia <ng@nomold.com>
Reply-To: Global Prevention Services of Georgia <ng@nomold.com>
To: rlward@numail.org
Subject: Estimate from Global Prevention Services of Georgia
X-MessageID: 290345243
X-RedirectStatus: InitialAttempt
X-AlternateEmail: ng@nomold.com
X-Antivirus: AVG for E-mail 7.5.524 [270.4.0/1507]

Good afternoon Robert,

Global Prevention Services of Georgia is pleased to have the opportunity to provide you an estimate for mold abatement and prevention to be completed at the Peachtree City Police Department Building.

The attached estimate strictly adheres to the specifications set forth in the Atlantic Environmental, Inc. report and is inclusive of all documentation and addendum 060308-01 requirements. We have conducted our walk through and reviewed the floor plan to develop our estimate. It is our opinion that the remainder of the building should be addressed and GPS is prepared to treat all areas outside of the scope of work with our two-step process and include it in our bid price.

We are a minimum rip and tear remediation company. As indicated in the Atlantic Environmental Report, we will follow IICRC remediation standards with the addition of our 2-step proprietary PureSpace process. The first step penetrates porous materials which agitates the spores and gets them airborne effectively cleaning the biofilm from the surface. We always construct critical barriers and place our work area under negative pressure allowing us to HEPA filter the air while also HEPA vacuuming all horizontal surfaces. We finish by applying our microbial shield to all surfaces which prevents against future growth providing long-term protection. When we are done Atlantic Environmental will have immediate access to perform testing. Once the results are verified and clearance is achieved, we will issue you our two year warranty which is underwritten by an AM best insurance carrier and fully transferable.

Scope of work:

06/18/2008

1. Building prep and set-up.
2. Install critical barriers on all doors to prevent cross-contamination.
3. Install full containment to include 2-stage decontamination on all outer rooms to prevent cross-contamination.
4. Install one full 3-stage decontamination chamber to include a hot shower for exit of all personnel from the building.
5. Place containments under negative pressure and HEPA filter air during active remediation.
6. Place Air Scrubber in each containment to HEPA filter air after active remediation is completed and until clearance is granted.
7. Run dehumidifiers in each containment to maintain appropriate humidity levels per IICRC guidelines.
8. Remove and dispose of compromised drywall and insulation on all outside walls to include rooms; 101,106,107,108,109,110,115,119,120,132,133,134,135,136,137, 145, 146,148,147,149,150,151,152,156,157,158,160,161,162,163,164,166,and 167. Contents shall be double bagged in clear 6mil bags, wiped and exit containment via 2-stage decontamination chamber.
9. Sand and/or Media Blast all colonized surfaces.(Plywood)
10. Treat all surfaces with X-MC 100 Micro-Cleaner.
11. Treat all surfaces with X-MS 200 Micro-Shield.
12. Hand wipe/HEPA Vac all horizontal surfaces.
13. Site Clean-up and final walk through post clearance.

After a 10% municipal discount, Global Prevention Services of Georgia can perform these items for the sum of \$68,211.50. The aforementioned scope of work is estimated to take 10 working days, we must have sole use of the inside of the building during this time.

We appreciate the opportunity to earn your business, we have attempted to be competitive while following the AEI guidelines. We are motivated to earn your business and complete the scope of work on time and on budget. If you have any questions, or would like to discuss our recommendations further, I would suggest a conference call on Monday.

Best Regards,

Neil Gallien
Global Prevention Services of Georgia
404-518-4722
www.nomold.com
ng@nomold.com

To view your estimate

Open the attached PDF file. You must have Acrobat ® Reader ® installed to view the attachment.

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.4.0/1507 - Release Date: 6/18/2008 7:09 AM



GLOBAL PREVENTION SERVICES OF GEORGIA, LLC .

LIMITED WARRANTY

SAMPLE

GPS SERVICE: Global Prevention Services of Georgia, "GPS" warrants that its application of the GPS System™ will significantly retard microbial growth and control mold contamination on or from interior surfaces after treatment by GPS's certified applicators.

TWO-YEAR LIMITED WARRANTY: The GPS System Product™ when applied properly, is an effective means to remove and prevent harmful mold spores and microbial organisms on treated surfaces such as raw wood, painted walls, carpeting, floors and ventilation systems. So long as the Owner complies with its responsibilities and the maintenance obligations set forth below, GPS extends a two (2) year Limited Warranty for its application of the GPS System™ subject to the terms and conditions set forth herein. GPS is only responsible for the area(s) treated.

NOTICE OF CLAIMS: Due to the sensitive nature of mold and microbial contamination, prompt action is essential to correct future contamination problems. Upon discovery of subsequent contamination after application of the GPS System™, the Owner must provide GPS written notice of such contamination within seven (7) calendar days of discovery. Proper Notice shall be sent via Certified U.S. Mail to GPS corporate address listed below. Failure to provide such notice shall relieve GPS of any obligations under this Warranty.

INSPECTION: GPS reserves the right to inspect or reinspect the treated structure as deemed necessary by GPS or requested by the Owner to fulfill its warranty obligations. Owner shall be responsible for all such inspections costs requested by Owner.

TERMINATION OF WARRANTY: GPS shall not be responsible for the existence of mold spores or microbial growths or for any damage to the structure or its contents resulting from, flooding, pipe leaks, failure of structural or building integrity, failure of the Owner to properly maintain a clean and sanitary environment or other acts not related to GPS application of the GPS Product System™.

GUARANTEE: Upon determination of a valid claim from the Owner, GPS will, at its sole expense and discretion, retreat the damaged areas and/or replace any damaged materials, affected by mold and preventable microbial growth, including materials and labor.

FORCE MAJEURE: GPS obligations under this Limited Warranty shall be terminated if GPS is unable to perform its duties as a result of a substantial change in circumstances including, acts of war, terrorism, strikes, delays in transportation, shortages of fuel and/or product materials, cessation of the product manufacturer's business operations or acts of God, including but not limited to earthquakes, hurricanes, storms, fires, floods or other natural disasters.

OWNER MAINTENANCE: Owner agrees to maintain the treated structure free from any conditions which are conducive to mold and microbial organisms contamination, including but not limited to excessive moisture, roof leaks, improper ventilation, faulty plumbing, standing water, damp carpet and drywall or condensation accumulation from HVAC systems. Further, Owner agrees to properly maintain exterior of structure, including but not limited to foam insulation, stucco, Styrofoam foundation covering which may permit incidental moisture accumulation. The presence of any of the aforementioned conditions shall void the GPS duties under this Warranty. In the event the structure is modified, altered or repaired after the initial treatment or application date, the Owner shall contact GPS within seven (7) days of completion for additional treatment of these areas. Failure to treat the modified or altered areas shall also void GPS obligations under this Warranty.

OWNER RESPONSIBILITY FOR PREMISES: Owner shall identify and correct, at Owner's sole expense, all conditions conducive to mold and microbial contamination either identified at the structure by GPS or those occurring after the initial treatment or application date. This duty is exclusive to the Owner. While applying the GPS System™, it may be necessary for Owner to remove floor coverings, floors, evacuate crawl spaces and provide access to walls, ceilings, floors and ventilation systems. Owner shall be responsible for the cost of dismantling and reconstruction as may be necessary from time to time in order to provide adequate access for product application. GPS shall have no obligations to inspect the structure or take any remedial measures on behalf of the Owner after the application date. However, Owner shall make the structure available to GPS or its designated inspectors for future air-quality testing, as deemed necessary by GPS, which may require removal of flooring, drywall, wall coverings or fixtures. Failure of the Owner to honor its obligations or to allow GPS or its inspector's access to the structure for inspection or treatment shall void this Warranty.

LIMITATION OF LIABILITY: Owner acknowledges and agrees that GPS is performing a service and waives any claims for personal or property damages related to the services GPS performs. Owner agrees that GPS shall not be responsible for any damage to the premises while treating the structure, including but not limited to any damage to flooring, roofing, drywall, framing or

SAMPLE

HVAC systems. Owner expressly waives any claims in any lawsuit, arbitration or legal proceeding against GPS for breach of contract, negligence, other tort or violation of any statute, rule or regulation, or loss of use, diminution of value, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages.

GPS IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. OWNER EXPRESSLY RELEASES GPS FROM ANY SUCH CLAIMS.

TRANSFER OF WARRANTY: This Limited Warranty may be transferred to a subsequent Owner/Occupier of the subject property, so long as GPS receives written notice of the transfer within thirty (30) days via Certified U.S. Mail and the new Owner/Occupier agrees to the maintenance and Owner obligations set forth herein.

PRODUCT INFORMATION AND WARRANTY: The chemical compounds and active ingredients present in the GPS System™ Products applied by GPS will be provided to the Owner upon written request to GPS. A copy of the manufacturers' product warranty is also available upon written request to GPS and is specifically transferred to the Owner by GPS as an authorized applicator of the GPS System™.

APPLICABLE LAW This Product Warranty shall be governed by the laws of the State of Georgia, United States of America. The Parties further agree that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts having situs within the State of Georgia. The Parties hereby consent to the jurisdiction of the State or Federal Court of Fulton County, Georgia.

SEVERABILITY If any provision of this Warranty shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Warranty shall not be affected thereby, and every other term and provision shall be valid and enforceable to the fullest extent permitted by law.

TIME Time is of the essence of this Warranty. Should GPS or the Owner seek judicial enforcement of any provision of this Agreement, such action must be brought within two (2) years from the date in which the cause of action arose.

ATTORNEY FEES In the event litigation is commenced regarding the terms and conditions of this Warranty, each party, whether prevailing or not, shall be solely responsible for its respective attorneys fees and costs.

OWNER

TREATED PROPERTY

Mailing Address:

City, State ZIP

Phone:

Date Signed: / /

Date of Treatment: / /

SAMPLE

Property Owner Signature

Global Prevention Services of Georgia:

GPS Signature

Global Prevention Services of Georgia, LLC
5210 Palmero Court, Suite 105
Buford, GA 30518
678-749-7753

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Remediation Group, Inc.

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(404)214-1475 (fax)

Client: Peachtree City Police Dept. - Attn: Ward Contracting

Home: (770) 527-6954

Property: 350 Hwy. 74 South
Peachtree City, GA

Operator Info:

Operator: FRED

Estimator: Fred Rodriguez, AmIAQ CMRS, IAQA CMR#03423

Fax: (404) 214-1475

Title: Estimator

Business: 1500 Southland Circle ~ Suite B-1
Atlanta, GA 30318

Type of Estimate: Mold Remediation

Dates:

Date Entered: 06/12/08

Date Assigned: 05/27/08

Date Est. Completed: 06/12/08

Price List: GAAT1S1D

Restoration/Service/Remodel with Service Charges
Factored In

Estimate: PEACHTREE_POLICE_RV2

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The Mold Remediation activity illustrated/dictated in the following estimate/scope of work will be performed in compliance to Atlantic Environmental's Mold Protocol AEI Project #2748-7569 and Addendum#1 (060308-01), prepared by Raymond M. Pirnat CMC, CSA.,

Wiping down of interior roof system (beams and corrugated metal) does not include removal of construction debris. Basis for damp wipe down is to remove mold and dust laden debris of horizontal surfaces - this is not specified or addressed in AE's report.

NOTE (A): This estimate includes for GC making sure that vent holes, openings to the outside are available in order to operate necessary engineering controls.

NOTE (B): Additional mold testing and investigation is recommended by a third party environmental firm in order to identify mold levels with inside the property. Environmentalist Firm should have a documented history in performing mold investigations, preparing causation reports and mold remediation protocol development. RGI strongly recommends contracting with a Microbiologist or Certified Industrial Hygienist (CIH) or other Qualified Environmentalist with a documented history in mold investigations and indoor air quality sampling.

All pricing includes supply and usage of Personal Protective Equipment (PPE) for the duration of project.

OUR GUARANTEE:

Remediation Group will guarantee successful clearance testing by a Third-Party Environmentalist following the execution of the recommendation dictated in this estimate and scope of work. If clearance testing/lab results and visual inspection proves that remediation efforts were not successful then Remediation Group agrees to re-clean effected non-passing area. Additional work required by unforeseen conditions or discovery of additional mold-affected locations shall be reviewed and approved by the property owner, general contractor and or environmentalist, who may revise the recommendations/ Remediation Plan and adjust payment schedule. The discovery of additional mold-contaminated areas may result in additional remediation work, may delay the completion date and/or may increase the cost for remediation services. If customer does not authorize RGI to remediate such additional mold-contaminated areas then RGI shall not be required to pass a clearance/post remediation test performed by a third party Environmentalist. If ALL additional discovered mold affected locations are authorized for remediation by homeowner then additional affected areas will be included in the above said Guarantee.

POST TESTING/CLEARANCE TESTING:

Post Remediation Testing is strongly insisted upon following the remediation process. Remediation Group, Inc. strongly recommends contracting with a Third-Party Environmentalist to perform visual inspection and possible air air, surface and bulk sampling inside newly remediated areas following the remediation process and before containment is removed and new building materials re introduced to the remediated area. Post Remediation testing criteria shall be established by the Third Party Environmentalist.

If there are any questions specific to you mold remediation project please call our offices to discuss in more detail.

ESTIMATE IS GOOD FOR 15 DAYS FROM DATE OF RECEIPT.

Truly,
Fred Rodriguez
President
IAQA CMR#03423
Remediation Group, Inc.

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PEACHTREE_POLICE_RV2**Interior****Remediation Area 1****Area Items: Remediation Area 1**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	4.00 EA@	59.00=	236.00
Set Up Decontamination Room to Exiting Remediation Areas	1.00 EA@	150.00=	150.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	63.00 LF@	3.78=	238.14

Room: Sergeants Office**LxWxH 37'0" x 16'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	477.00 EA@	0.38=	181.26
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	64.00 SF@	1.50=	96.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	477.00 SF@	0.32=	152.64
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	477.00 SF@	0.97=	462.69
HEPA Vacuum Surfaces (walls, ceilings and floors)	2,668.00 SF@	0.27=	720.36
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	2,076.00 SF@	0.28=	581.28
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	592.00 SF@	0.78=	461.76
Remove Mold Damaged Drywall	666.00 SF@	0.89=	592.74

Room: Training Room**LxWxH 35'0" x 34'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	341.00 EA@	0.38=	129.58

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CONTINUED - Training Room

DESCRIPTION	QNTY	UNIT COST	TOTAL
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	136.00 SF@	1.50=	204.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	341.00 SF@	0.32=	109.12
Apply Clear or White Anti-microbial Sealant to Exposed Framing - Fosters 40/50 or 40/51	341.00 SF@	0.97=	330.77
HEPA Vacuum Surfaces (walls, ceilings and floors)	4,312.00 SF@	0.27=	1,164.24
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	3,122.00 SF@	0.28=	874.16
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	1,190.00 SF@	0.78=	928.20

Room: Roll Call**LxWxH 30'0" x 26'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	96.00 EA@	0.38=	36.48
Remove Mold Damaged Insulation (exterior walls)	264.00 EA@	0.38=	100.32
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	104.00 SF@	1.50=	156.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	264.00 SF@	0.32=	84.48
Apply Clear or White Anti-microbial Sealant to Exposed Framing - Fosters 40/50 or 40/51	264.00 SF@	0.97=	256.08
HEPA Vacuum Surfaces (walls, ceilings and floors)	3,128.00 SF@	0.27=	844.56
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	2,348.00 SF@	0.28=	657.44
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	780.00 SF@	0.78=	608.40
Remove Mold Damaged Drywall	108.00 SF@	0.89=	96.12

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Room: Property Room**LxWxH 15'0" x 11'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	234.00 EA@	0.38=	88.92
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	44.00 SF@	1.50=	66.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	114.00 SF@	0.32=	36.48
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	114.00 SF@	0.97=	110.58
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,058.00 SF@	0.27=	285.66
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	893.00 SF@	0.28=	250.04
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	165.00 SF@	0.78=	128.70
Remove Mold Damaged Drywall	270.00 SF@	0.89=	240.30

Room: Staff Lobby**LxWxH 17'0" x 16'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	144.00 EA@	0.38=	54.72
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	64.00 SF@	1.50=	96.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	144.00 SF@	0.32=	46.08
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	161.00 SF@	0.97=	156.17
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,468.00 SF@	0.27=	396.36
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,196.00 SF@	0.28=	334.88
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	272.00 SF@	0.78=	212.16

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Room: Conference Room 2**LxWxH 10'0" x 10'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	90.00 EA@	0.38=	34.20
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	40.00 SF@	1.50=	60.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	90.00 SF@	0.32=	28.80
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	100.00 SF@	0.97=	97.00
HEPA Vacuum Surfaces (walls, ceilings and floors)	760.00 SF@	0.27=	205.20
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	660.00 SF@	0.28=	184.80
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	100.00 SF@	0.78=	78.00
Remove Mold Damaged Drywall	90.00 SF@	0.89=	80.10

Remediation Area 2**Area Items: Remediation Area 2**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	1.00 EA@	59.00=	59.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	63.00 LF@	3.78=	238.14

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Room: Property Room**LxWxH 14'0" x 11'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	126.00 EA@	0.38=	47.88
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	44.00 SF@	1.50=	66.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	126.00 SF@	0.32=	40.32
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	126.00 SF@	0.97=	122.22
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,008.00 SF@	0.27=	272.16
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	854.00 SF@	0.28=	239.12
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	154.00 SF@	0.78=	120.12
Remove Mold Damaged Drywall	56.00 SF@	0.89=	49.84

Room: Evidence Room**LxWxH 10'0" x 6'4" x 8'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	90.00 EA@	0.38=	34.20
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	25.33 SF@	1.50=	38.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	90.00 SF@	0.32=	28.80
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	90.00 SF@	0.97=	87.30
HEPA Vacuum Surfaces (walls, ceilings and floors)	388.00 SF@	0.27=	104.76
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	324.67 SF@	0.28=	90.91
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	63.33 SF@	0.78=	49.40
Remove Mold Damaged Drywall	40.00 SF@	0.89=	35.60

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Room: Weapons Room**LxWxH 15'0" x 11'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	135.00 EA@	0.38=	51.30
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	44.00 SF@	1.50=	66.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	135.00 SF@	0.32=	43.20
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	135.00 SF@	0.97=	130.95
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,058.00 SF@	0.27=	285.66
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	893.00 SF@	0.28=	250.04
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	165.00 SF@	0.78=	128.70
Remove Mold Damaged Drywall	60.00 SF@	0.89=	53.40

Remediation Area 3**Area Items: Remediation Area 3**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	6.00 EA@	59.00=	354.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	58.00 LF@	3.78=	219.24

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Room: Captains Office**LxWxH 14'0" x 13'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	126.00 EA@	0.38=	47.88
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	52.00 SF@	1.50=	78.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	126.00 SF@	0.32=	40.32
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	126.00 SF@	0.97=	122.22
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,120.00 SF@	0.27=	302.40
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	938.00 SF@	0.28=	262.64
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	182.00 SF@	0.78=	141.96
Remove Mold Damaged Drywall	56.00 SF@	0.89=	49.84

Room: Lieutenant Office**LxWxH 13'0" x 10'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	117.00 EA@	0.38=	44.46
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	40.00 SF@	1.50=	60.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	117.00 SF@	0.32=	37.44
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	117.00 SF@	0.97=	113.49
HEPA Vacuum Surfaces (walls, ceilings and floors)	904.00 SF@	0.27=	244.08
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	774.00 SF@	0.28=	216.72
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	130.00 SF@	0.78=	101.40
Remove Mold Damaged Drywall	52.00 SF@	0.89=	46.28

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Room: Lieutenant Office 2**LxWxH 13'0" x 9'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	117.00 EA@	0.38=	44.46
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	36.00 SF@	1.50=	54.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	117.00 SF@	0.32=	37.44
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	117.00 SF@	0.97=	113.49
HEPA Vacuum Surfaces (walls, ceilings and floors)	850.00 SF@	0.27=	229.50
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	733.00 SF@	0.28=	205.24
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	117.00 SF@	0.78=	91.26
Remove Mold Damaged Drywall	52.00 SF@	0.89=	46.28

Room: Captains Office 2 (corner)**LxWxH 16'0" x 13'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	261.00 EA@	0.38=	99.18
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	52.00 SF@	1.50=	78.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	261.00 SF@	0.32=	83.52
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	261.00 SF@	0.97=	253.17
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,228.00 SF@	0.27=	331.56
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,020.00 SF@	0.28=	285.60
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	208.00 SF@	0.78=	162.24
Remove Mold Damaged Drywall	64.00 SF@	0.89=	56.96

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Room: Lieutenant Office 3**LxWxH 13'0" x 9'6" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	117.00 EA@	0.38=	44.46
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	38.00 SF@	1.50=	57.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	117.00 SF@	0.32=	37.44
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	117.00 SF@	0.97=	113.49
HEPA Vacuum Surfaces (walls, ceilings and floors)	877.00 SF@	0.27=	236.79
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	753.50 SF@	0.28=	210.98
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	123.50 SF@	0.78=	96.33
Remove Mold Damaged Drywall	52.00 SF@	0.89=	46.28

Room: Accred Manager**LxWxH 12'0" x 12'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	108.00 EA@	0.38=	41.04
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	48.00 SF@	1.50=	72.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	108.00 SF@	0.32=	34.56
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	108.00 SF@	0.97=	104.76
Remove Mold Damaged Drywall	48.00 SF@	0.89=	42.72

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Remediation Area 4**Area Items: Remediation Area 4**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	1.00 EA@	59.00=	59.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	54.00 LF@	3.78=	204.12

Room: Public Lobby**LxWxH 36'0" x 25'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	396.00 EA@	0.38=	150.48
Remove Mold Damaged Insulation (exterior walls)	549.00 EA@	0.38=	208.62
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	100.00 SF@	1.50=	150.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	549.00 SF@	0.32=	175.68
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	549.00 SF@	0.97=	532.53
HEPA Vacuum Surfaces (walls, ceilings and floors)	3,508.00 SF@	0.27=	947.16
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	2,608.00 SF@	0.28=	730.24
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	900.00 SF@	0.78=	702.00
Remove Mold Damaged Drywall	144.00 SF@	0.89=	128.16
Remove Mold Damaged Drywall (additional drywall to the decking)	200.00 SF@	1.08=	216.00

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Remediation Area 5**Area Items: Remediation Area 5**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	1.00 EA@	59.00=	59.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	69.00 LF@	3.78=	260.82

Room: Records Room

LxWxH 28'0" x 20'0" x 14'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	252.00 EA@	0.38=	95.76
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	80.00 SF@	1.50=	120.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	252.00 SF@	0.32=	80.64
Apply Clear or White Anti-microbial Sealant to Exposed Framing - Fosters 40/50 or 40/51	252.00 SF@	0.97=	244.44
HEPA Vacuum Surfaces (walls, ceilings and floors)	2,464.00 SF@	0.27=	665.28
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,904.00 SF@	0.28=	533.12
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	560.00 SF@	0.78=	436.80
Remove Mold Damaged Drywall	112.00 SF@	0.89=	99.68

Remediation Area 6**Area Items: Remediation Area 6**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	1.00 EA@	59.00=	59.00

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CONTINUED - Records Room

Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	47.00 LF@	3.78=	177.66
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Room: Conference Room**LxWxH 18'0" x 11'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	162.00 EA@	0.38=	61.56
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	44.00 SF@	1.50=	66.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	162.00 SF@	0.32=	51.84
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	162.00 SF@	0.97=	157.14
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,208.00 SF@	0.27=	326.16
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,010.00 SF@	0.28=	282.80
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	198.00 SF@	0.78=	154.44
Remove Mold Damaged Drywall	72.00 SF@	0.89=	64.08

Room: Library**LxWxH 20'0" x 18'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	180.00 EA@	0.38=	68.40
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	72.00 SF@	1.50=	108.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	180.00 SF@	0.32=	57.60

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CONTINUED - Library

DESCRIPTION	QNTY	UNIT COST	TOTAL
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	180.00 SF@	0.97=	174.60
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,784.00 SF@	0.27=	481.68
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,424.00 SF@	0.28=	398.72
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	360.00 SF@	0.78=	280.80
Remove Mold Damaged Drywall	80.00 SF@	0.89=	71.20

Room: Guardian Waiting**LxWxH 13'0" x 11'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	216.00 EA@	0.38=	82.08
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	44.00 SF@	1.50=	66.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	216.00 SF@	0.32=	69.12
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	216.00 SF@	0.97=	209.52
HEPA Vacuum Surfaces (walls, ceilings and floors)	958.00 SF@	0.27=	258.66
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	815.00 SF@	0.28=	228.20
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	143.00 SF@	0.78=	111.54
Remove Mold Damaged Drywall	52.00 SF@	0.89=	46.28

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Room: Juvenile Processing**LxWxH 17'0" x 13'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	270.00 EA@	0.38=	102.60
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	52.00 SF@	1.50=	78.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	270.00 SF@	0.32=	86.40
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	270.00 SF@	0.97=	261.90
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,282.00 SF@	0.27=	346.14
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,061.00 SF@	0.28=	297.08
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	221.00 SF@	0.78=	172.38
Remove Mold Damaged Drywall	68.00 SF@	0.89=	60.52

Remediation Area 7**Area Items: Remediation Area 7**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	1.00 EA@	59.00=	59.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	62.00 LF@	3.78=	234.36

Room: Criminal Investigation**LxWxH 25'0" x 24'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	225.00 EA@	0.38=	85.50

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CONTINUED - Criminal Investigation

DESCRIPTION	QNTY	UNIT COST	TOTAL
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	96.00 SF@	1.50=	144.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	225.00 SF@	0.32=	72.00
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	225.00 SF@	0.97=	218.25
HEPA Vacuum Surfaces (walls, ceilings and floors)	2,572.00 SF@	0.27=	694.44
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,972.00 SF@	0.28=	552.16
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	600.00 SF@	0.78=	468.00
Remove Mold Damaged Drywall	100.00 SF@	0.89=	89.00

Room: Juvenile Office**LxWxH 10'6" x 9'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	175.50 EA@	0.38=	66.69
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	36.00 SF@	1.50=	54.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	175.50 SF@	0.32=	56.16
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	175.50 SF@	0.97=	170.24
HEPA Vacuum Surfaces (walls, ceilings and floors)	735.00 SF@	0.27=	198.45
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	640.50 SF@	0.28=	179.34
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	94.50 SF@	0.78=	73.71
Remove Mold Damaged Drywall	42.00 SF@	0.89=	37.38

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Room: Conference Room 1**LxWxH 16'0" x 9'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	144.00 EA@	0.38=	54.72
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	36.00 SF@	1.50=	54.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	144.00 SF@	0.32=	46.08
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	144.00 SF@	0.97=	139.68
HEPA Vacuum Surfaces (walls, ceilings and floors)	988.00 SF@	0.27=	266.76
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	844.00 SF@	0.28=	236.32
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	144.00 SF@	0.78=	112.32
Remove Mold Damaged Drywall	64.00 SF@	0.89=	56.96

Remediation Area 8**Area Items: Remediation Area 8**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	2.00 EA@	59.00=	118.00
Mold Remediation - Construct necessary Critical Barriers along ceilng/plenum	61.00 LF@	3.78=	230.58

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Room: Prisoner Booking**LxWxH 25'0" x 19'6" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	400.50 EA@	0.38=	152.19
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	78.00 SF@	1.50=	117.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	400.50 SF@	0.32=	128.16
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	400.50 SF@	0.97=	388.49
HEPA Vacuum Surfaces (walls, ceilings and floors)	2,221.00 SF@	0.27=	599.67
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,733.50 SF@	0.28=	485.38
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	487.50 SF@	0.78=	380.25
Remove Mold Damaged Drywall	100.00 SF@	0.89=	89.00

Room: Corridor 2**LxWxH 14'8" x 6'4" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	189.00 EA@	0.38=	71.82
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	25.33 SF@	1.50=	38.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	189.00 SF@	0.32=	60.48
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	189.00 SF@	0.97=	183.33
HEPA Vacuum Surfaces (walls, ceilings and floors)	773.78 SF@	0.27=	208.92
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	680.89 SF@	0.28=	190.65
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	92.89 SF@	0.78=	72.45
Remove Mold Damaged Drywall	58.67 SF@	0.89=	52.21

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Room: Interview Room**LxWxH 11'6" x 9'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	184.50 EA@	0.38=	70.11
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	36.00 SF@	1.50=	54.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	184.50 SF@	0.32=	59.04
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	184.50 SF@	0.97=	178.97
HEPA Vacuum Surfaces (walls, ceilings and floors)	781.00 SF@	0.27=	210.87
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	677.50 SF@	0.28=	189.70
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	103.50 SF@	0.78=	80.73
Remove Mold Damaged Dry wall	46.00 SF@	0.89=	40.94

Room: Air Lock**LxWxH 14'0" x 9'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	207.00 EA@	0.38=	78.66
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	36.00 SF@	1.50=	54.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	207.00 SF@	0.32=	66.24
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	207.00 SF@	0.97=	200.79
HEPA Vacuum Surfaces (walls, ceilings and floors)	896.00 SF@	0.27=	241.92
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	770.00 SF@	0.28=	215.60
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	126.00 SF@	0.78=	98.28
Remove Mold Damaged Dry wall	56.00 SF@	0.89=	49.84

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Room: Interview Room 2**LxWxH 11'6" x 9'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	184.50 EA@	0.38=	70.11
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	36.00 SF@	1.50=	54.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	184.50 SF@	0.32=	59.04
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	184.50 SF@	0.97=	178.97
HEPA Vacuum Surfaces (walls, ceilings and floors)	781.00 SF@	0.27=	210.87
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	677.50 SF@	0.28=	189.70
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	103.50 SF@	0.78=	80.73
Remove Mold Damaged Drywall	46.00 SF@	0.89=	40.94

Remediation Area 9**Area Items: Remediation Area 9**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Critical Barrier with zipper door - Large	1.00 EA@	59.00=	59.00
Mold Remediation - Construct necessary Critical Barriers along ceiling/plenum	61.50 LF@	3.78=	232.47

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Room: Gym**LxWxH 25'0" x 17'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	333.00 EA@	0.38=	126.54
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	68.00 SF@	1.50=	102.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	261.00 SF@	0.32=	83.52
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	261.00 SF@	0.97=	253.17
HEPA Vacuum Surfaces (walls, ceilings and floors)	2,026.00 SF@	0.27=	547.02
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,601.00 SF@	0.28=	448.28
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	425.00 SF@	0.78=	331.50
Remove Mold Damaged Drywall	100.00 SF@	0.89=	89.00

Room: Womens Locker**LxWxH 20'0" x 19'0" x 14'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Mold Damaged Insulation (exterior walls)	180.00 EA@	0.38=	68.40
Sand & Scrape Wood Surfaces (spot sand exterior plywood as needed) (exterior walls only)	76.00 SF@	1.50=	114.00
Hydrogen Peroxide Treatment to exposed surfaces (exterior walls)	180.00 SF@	0.32=	57.60
Apply Clear or White Anti-microbail Sealent to Exposed Framing - Fosters 40/50 or 40/51	180.00 SF@	0.97=	174.60
HEPA Vacuum Surfaces (walls, ceilings and floors)	1,852.00 SF@	0.27=	500.04
Damp wipe surface area w/ anti-microbial solution (walls and ceilings)	1,472.00 SF@	0.28=	412.16
Clean Plenum (surfaces above the ceiling grid - conduit, mechanical duct, pipes, beams etc...)	380.00 SF@	0.78=	296.40
Remove Mold Damaged Drywall	80.00 SF@	0.89=	71.20

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Room: GENERAL

DESCRIPTION	QNTY	UNIT COST	TOTAL
HEPA Filtration Air Scrubber/Negative Air Machine (per dy) (10 NAMS for 7 days) or more at no extra charge	70.00 DA@	115.00=	8,050.00
Mold Remediation Supervisor - per hour	60.00 HR@	55.00=	3,300.00
Mold Remediation - Set up of Decon Shower as per Atlant Protocol	1.00 EA@	365.00=	365.00
Dumpster load	1.00 EA@	550.00=	550.00

Grand Total Areas:

27,967.33 SF Walls	9,324.72 SF Ceiling	37,292.06 SF Walls & Ceiling
9,324.72 SF Floor	1,036.08 SY Flooring	2,011.67 LF Floor Perimeter
7,908.33 SF Long Wall	6,075.33 SF Short Wall	2,011.67 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	0.00 Area of Face 1

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Summary for Mold Remediation

Line Item Total	61,558.79
Grand Total	61,558.79

Fred Rodriguez, AmIAQ CMRS, IAQA
CMR#03423
Estimator

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Recap by Room

Estimate: PEACHTREE_POLICE_RV2

Area: Interior

Area: Remediation Area 1	624.14	1.01%
Sergents Office	3,248.73	5.28%
Training Room	3,740.07	6.08%
Roll Call	2,839.88	4.61%
Property Room	1,206.68	1.96%
Staff Lobby	1,296.37	2.11%
Conference Room 2	768.10	1.25%
Area Subtotal: Remediation Area 1	13,723.97	22.29%
Area: Remediation Area 2	297.14	0.48%
Property Room	957.66	1.56%
Evidence Room	468.97	0.76%
Weapons Room	1,009.25	1.64%
Area Subtotal: Remediation Area 2	2,733.02	4.44%
Area: Remediation Area 3	573.24	0.93%
Captains Office	1,045.26	1.70%
Lieutenant Office	863.87	1.40%
Lieutenant Office 2	821.67	1.33%
Captains Office 2 (corner)	1,350.23	2.19%
Lieutenant Office 3	842.77	1.37%
Accred Manager	295.08	0.48%
Area Subtotal: Remediation Area 3	5,792.12	9.41%
Area: Remediation Area 4	263.12	0.43%
Public Lobby	3,940.87	6.40%
Area Subtotal: Remediation Area 4	4,203.99	6.83%
Area: Remediation Area 5	319.82	0.52%
Records Room	2,275.72	3.70%
Area Subtotal: Remediation Area 5	2,595.54	4.22%
Area: Remediation Area 6	236.66	0.38%

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Conference Room	1,164.02	1.89%
Library	1,641.00	2.67%
Guardian Waiting	1,071.40	1.74%
Juvenile Processing	1,405.02	2.28%
Area Subtotal: Remediation Area 6	5,518.10	8.96%
Area: Remediation Area 7	293.36	0.48%
Criminal Investigation	2,323.35	3.77%
Juvenile Office	835.97	1.36%
Conference Room 1	966.84	1.57%
Area Subtotal: Remediation Area 7	4,419.52	7.18%
Area: Remediation Area 8	348.58	0.57%
Prisoner Booking	2,340.14	3.80%
Corridor 2	877.86	1.43%
Interview Room	884.36	1.44%
Air Lock	1,005.33	1.63%
Interview Room 2	884.36	1.44%
Area Subtotal: Remediation Area 8	6,340.63	10.30%
Area: Remediation Area 9	291.47	0.47%
Gym	1,981.03	3.22%
Womens Locker	1,694.40	2.75%
Area Subtotal: Remediation Area 9	3,966.90	6.44%
Area Subtotal: Interior	49,293.79	80.08%
GENERAL	12,265.00	19.92%
Subtotal of Areas	61,558.79	100.00%
Total	61,558.79	100.00%

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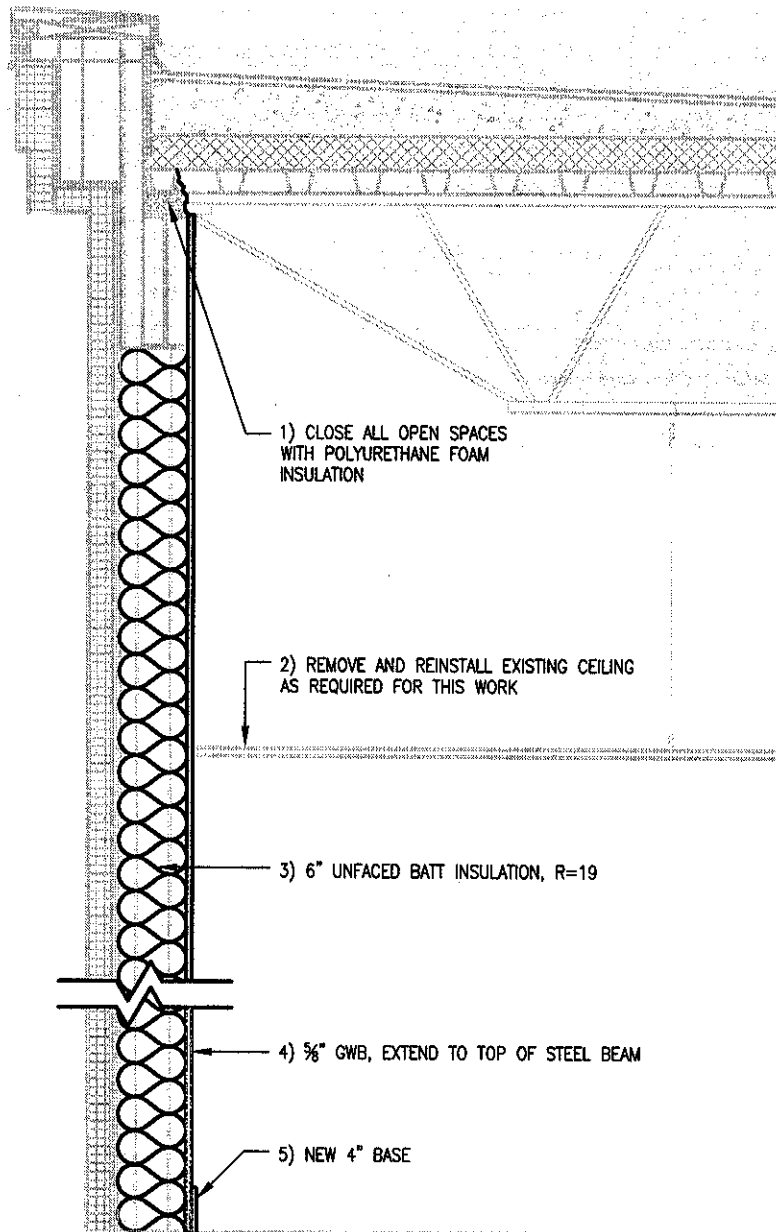
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Recap By Category

O&P Items	Total Dollars	%
GENERAL DEMOLITION	5,983.43	9.72%
Mold Remediation	55,575.36	90.28%
Grand Total	61,558.79	

TOP OF STEEL BEAM
EL=13' - 0"



1) CLOSE ALL OPEN SPACES
WITH POLYURETHANE FOAM
INSULATION

2) REMOVE AND REINSTALL EXISTING CEILING
AS REQUIRED FOR THIS WORK

3) 6" UNFACED BATT INSULATION, R=19

4) 5/8" GWB, EXTEND TO TOP OF STEEL BEAM

5) NEW 4" BASE

FINISH FLOOR
EL=0' - 0"

NOTE: SCOPE OF WORK FOR THIS
PROPOSED CHANGE ORDER IS
LIMITED TO ITEMS 1 THRU 5

1 TYPICAL WALL SECTION 3/4" = 1'

LEO A DALY

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

8600 Indian Hills Drive Omaha NE 68114 USA
Tel 402-391-8111 Fax 402-391-8564

PEACHTREE CITY POLICE HQ

JOB NO. 095-10002-000

INTERIOR RETROFIT

DRAWN BY: KS

DATE: MAY 12, 2008

CHECKED BY: ---

DRAWING: A501

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Bernard M. Miller*
Developmental Services Director *CWA*

FROM: City Planner/ Zoning Administrator *David*

DATE: June 17, 2008

SUBJECT: Proposed Special Use Permit – Line Creek retail center (SR 54 West)
June 19, 2008 City Council Agenda

Recommendation:

Staff continues to be of the opinion that the Applicant has met the requirements of the Special Use Permit application process. Should Council approve the Special Use Permit for this development, Staff recommends that the zoning ordinance be amended to incorporate Section 1006D. Specific Special Use Permit districts, as identified within the attached ordinance.

Discussion:

At the June 5 City Council meeting, discussion of this item was continued to provide the Applicant additional time to address concerns regarding the buffer adjacent to Cardiff Park, Planterra Way and SR 54. The Applicant was also asked to revise the site plan to incorporate the redesigned parking area and a potential road connection to Planterra Way. The Applicant was also asked for a firm commitment as to their contribution toward installation of landscaping within the medians of SR 54 West.

Staff and the Planning Commission Representatives have been working with the Applicant since the last Council meeting to refine these items, all of which will be incorporated into the proposed ordinance.

Following is a summary of each of these items:

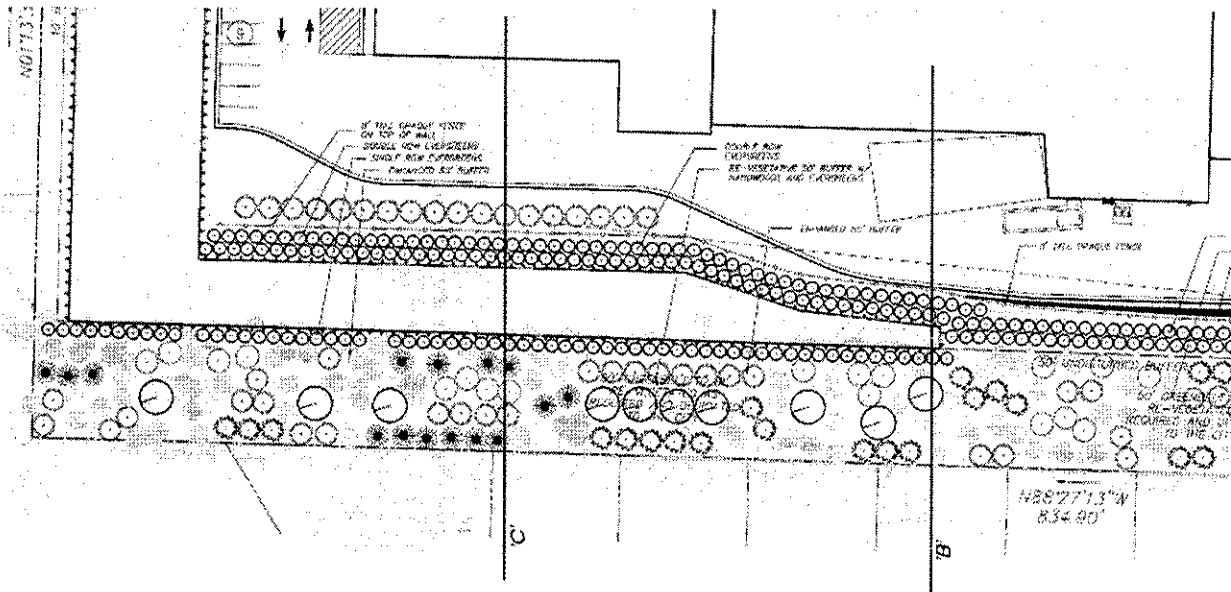
Proposed Special Use Permit – Line Creek retail center (SR 54 West)

June 17, 2008

Page 2

Buffer adjacent to Cardiff Park

Vehicular parking behind retail buildings “D” and “E” has been removed which provides for an additional 20’ of planting area. This is the area where the buildings are higher than existing grade, and the additional berming and plant material will assist in screening views into this site from Cardiff Park.



Buffer adjacent to Planterra Way

Clearing and grading will not be permitted off-site. There is a significant stand of trees within the existing buffer adjacent to Planterra Way, which is located on city-owned property. As a part of the Development Agreement, the Applicant is required to meet with City Staff once the site is cleared and graded to determine where vegetation might be needed to augment existing vegetation in this area.

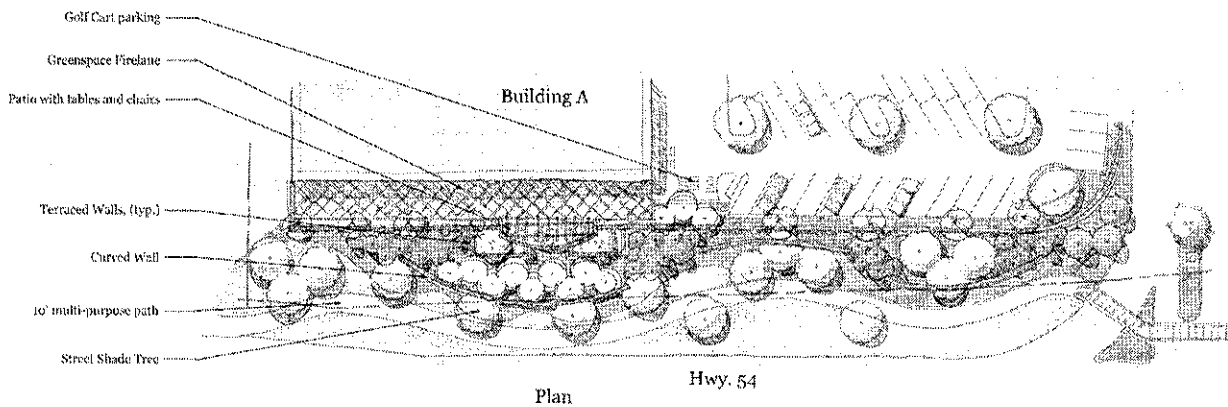
Proposed Special Use Permit – Line Creek retail center (SR 54 West)

June 17, 2008

Page 2

Buffer adjacent to SR 54

The Applicant has provided a schematic hardscape and landscape plan for the buffer area between the proposed grocery tenant and SR 54. The plan identifies an outdoor plaza and seating area, a trellis, tiered planting walls and extensive landscaping. It is our understanding that detailed hardscape and landscape plans for this area as well as all landscaped areas on the site will be prepared by Site Solutions.



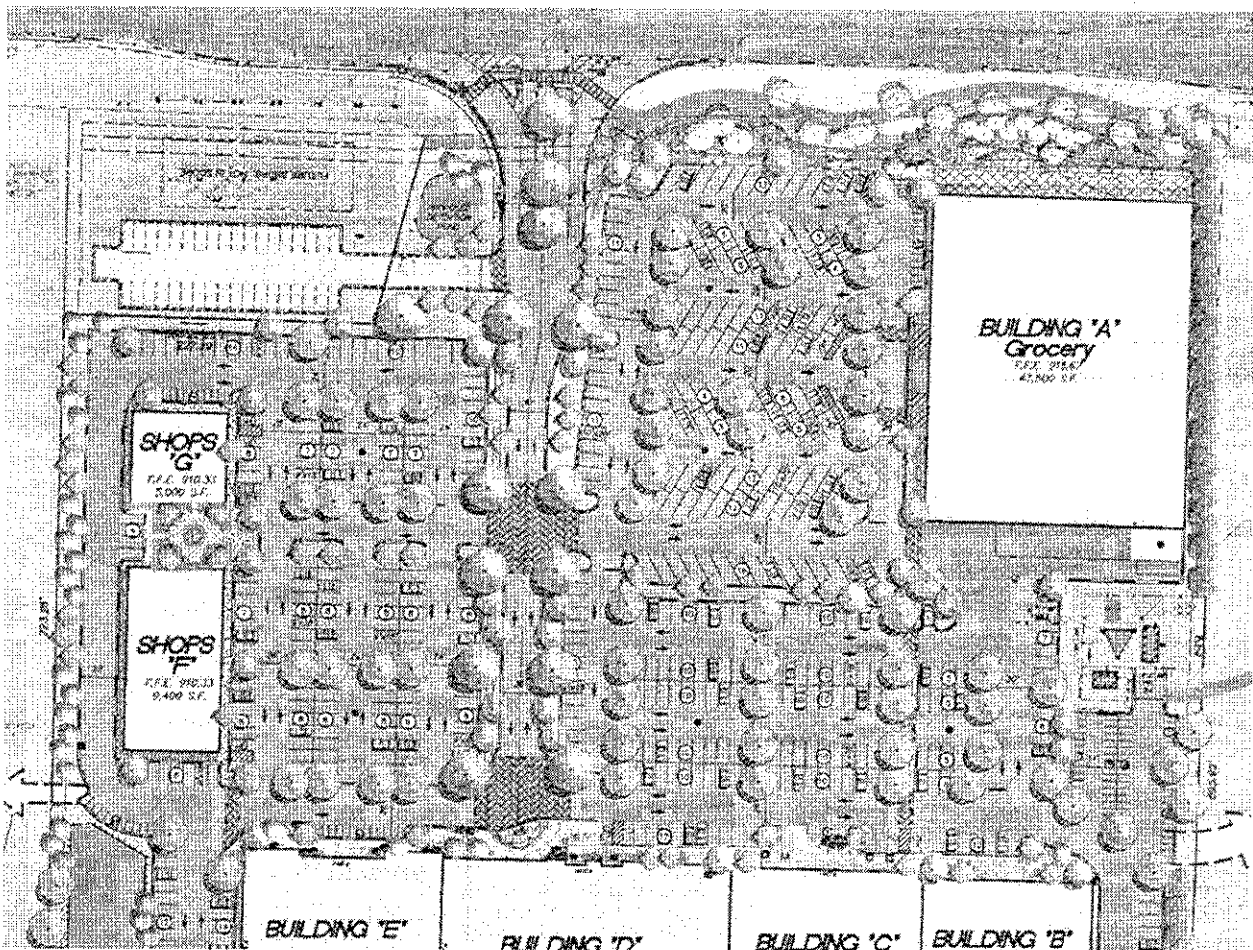
Proposed Special Use Permit – Line Creek retail center (SR 54 West)

June 17, 2008

Page 2

Redesign of parking area

During the Public Hearings at both the Planning Commission and City Council meetings, the Applicant indicated they were exploring the possibility of re-designing the parking lot from what was initially shown on the schematic site plan. In discussions with the Planning Commission Representatives, it was felt the details of the parking lot design should be worked out during the conceptual site plan review process. The Applicant was asked to show the redesigned parking lot on the revised site plan with the understanding details of the internal site circulation would be worked resolved as a part of the site plan review process.



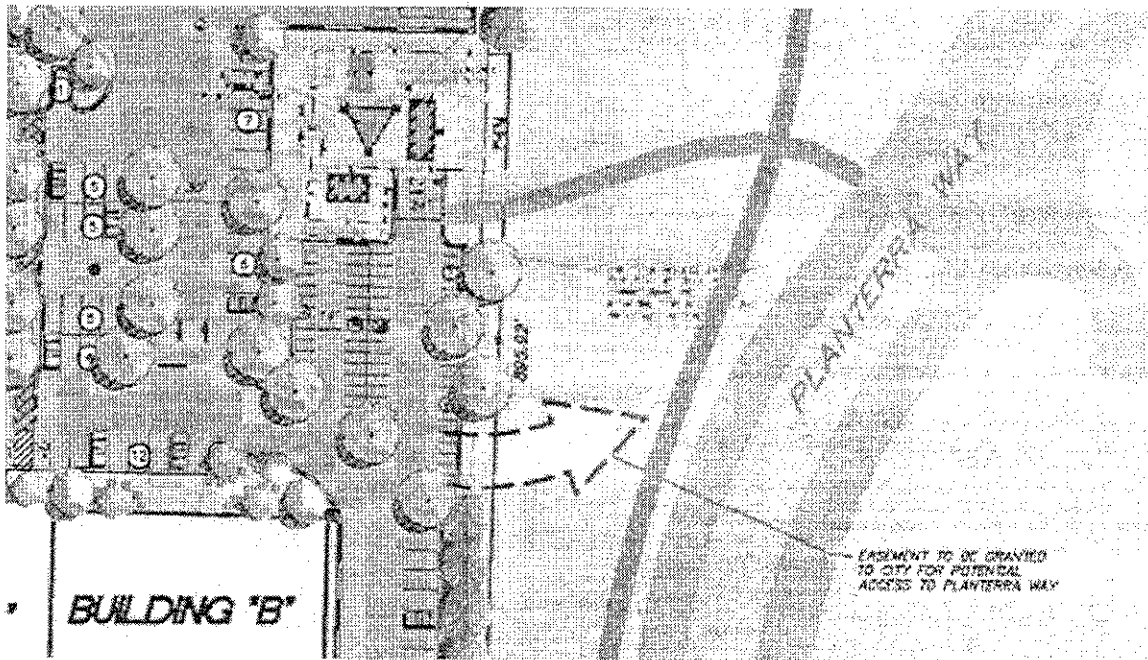
Proposed Special Use Permit – Line Creek retail center (SR 54 West)

June 17, 2008

Page 2

Potential road connection to Planterra Way

While not a part of this project, the Applicant was asked to identify a location for a potential road connection between this development and Planterra Way. It was understood the Applicant would not be responsible for constructing this road as a part of the project, however, they would be asked to provide an access easement to accommodate the road should it be needed in the future.



Commitment for landscaping within medians of SR 54 West

The Applicant was asked to provide funding for landscape enhancements within the median of SR 54 as a part of this project, and committed to do this from Line Creek to Huddleston Road. Staff has reviewed the landscape plan prepared for this area by B+C Studios which identifies landscaping similar to that which is already installed within the medians of SR 54 East.

The Applicant has agreed to provide up to \$200,000 in cash to the city for the installation of this plant material. The city would be responsible for refining the landscape plan and coordinating with GDOT for approval, putting the project out to bid and construction administration. We would require that the landscape contractor maintain the plant material as well.

Budget impact:

There are no budget impacts associated with this request.

**AN ORDINANCE TO AMEND ARTICLE X, REQUIREMENTS BY DISTRICT,
OF THE PEACHTREE CITY ZONING ORDINANCE
TO ESTABLISH SECTION 1006D SPECIAL USE PERMITS
(APPROVED) AND TO IDENTIFY SPECIFIC PROJECTS THAT HAVE
BEEN ISSUED A SPECIAL USE PERMIT AS IDENTIFIED WITHIN
SECTION 1006 GC GENERAL COMMERCIAL,
AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City that:

Section 1. Article X, Requirements by district, be amended to add Section 1006D Special Use Permits (approved), as follows:

(Section 1006D.1) *Line Creek retail center.*

It is intended that a Special Use Permit be established specifically for a retail development not to exceed 175,000 SF in size and to be developed substantially in accordance with the conditions set forth in this ordinance. In the event of a conflict between the provisions of this ordinance, the regulations of the GC zoning district and the Development Agreement, the most restrictive regulation shall apply.

(Section 1006D.1.1) *Legal description.*

A Special Use Permit shall be issued for the tract of land as described within Exhibit "A" of the Development Agreement which is attached hereto and subject to the conditions set forth herein.

(Section 1006D.1.2) *Conformance with Development Agreement.*

Approval of the Special Use Permit is conditioned upon the execution of all items identified within the recorded Development Agreement, attached hereto as Exhibit "A" and incorporated herein by express reference.

(Section 1006D.1.3) *Conformance with master plan.*

Development shall take place substantially in conformance with the schematic master plan prepared by Site Solutions and LAI Engineering and titled "Line Creek retail", a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference.

It is understood the layout of individual buildings, internal circulation, parking areas and stormwater detention may change once detailed site and grading plans are prepared;

however, any substantive change to these plans or any of the conditions and requirements of this section shall require an amendment of the Special Use Permit application approved by City Council.

(Section 1006D.1.4) Permitted uses.

In addition to those uses identified within the Development Agreement, the following uses shall be permitted:

- (a) Retail business involving the sale of merchandise on the premises.
- (b) Business involving the rendering of a personal service on the premises.
- (c) Office for governmental, business, professional or general purposes.
- (d) No more than one business whose primary business is the sale of alcohol; provided that this restriction shall not prohibit individual restaurants from selling beer, wine, distilled spirits or other beverages nor shall this restriction prohibit a wine store. Such business whose primary business is the sale of alcohol shall not be located within a freestanding building or tenant space exceeding 3,000 SF in gross floor area.
- (e) Automobile parts sales; provided that the repair of vehicles on the premises of any business by the property owner, the tenant or customers shall be prohibited.
- (f) Indoor commercial recreation facility.
- (g) Publicly owned building, facility or land.
- (h) Building, facility or land for a non-commercial park, recreation, thoroughfare or open space purposes.
- (i) Accessory use, in accordance with Section 908.

(Section 1006D.1.5) Uses not permitted.

In addition to those uses identified within the Development Agreement, the following uses shall not be permitted:

- (a) Hotel or motel.
- (b) Cocktail lounge, disco or dance hall.
- (c) Automobile repair facilities, including oil change facilities and emissions testing centers.
- (d) Automobile washing facilities.
- (e) Automobile sales and leasing (new and used vehicles).
- (f) Boat sales and leasing (new and used).
- (g) Establishments whose primary business is the sale of gasoline or diesel.
- (h) Animal hospitals or veterinary clinics with outdoor kennel facilities.
- (i) Adult novelty stores, book stores, entertainment centers, theatres, and amusement facilities, peep shows and massage parlors, provided that this restriction shall not prohibit a day spa from locating within the development.

- (j) Bingo parlor, bowling alley, pool hall, billiards parlor, skating rink and roller rink.
- (k) Electronic gaming centers where the primary business is from game playing.
- (l) Pawn shops, second hand stores, closeout or liquidation stores, flea markets, bankruptcy or fire sales, provided that this restriction shall not prohibit a consignment store from selling new and/ or unused merchandise.
- (m) Blood bank and plasma centers.
- (n) Tattoo parlors.
- (o) Check-cashing facilities, where check-cashing is the primary function of the business.
- (p) Facilities for dumping, disposal, incineration or reduction of garbage or refuse.
- (q) A site for day laborers to congregate or to solicit work.
- (r) Transportation facility or terminal.
- (s) Self-service storage facilities, i.e., mini-warehouses.
- (t) Off-street auto parking facility.
- (u) Open yard for the sale, rental, and/ or storage of materials or equipment, including junk or salvage materials.

(Section 1006D.1.6) Conditional uses.

There shall be no conditional uses permitted on the property.

(Section 1006D.1.7) Access to Flexxon tract.

The site plan shall provide for a dedicated access easement to the adjoining Flexxon tract (formerly known as the Peachy Clean car wash tract) as shown on the final site plan approved for The Shoppes at the Village Piazza on August 21, 2007. The location and design of this access drive shall be coordinated with the adjoining property owner and approved by City Staff prior to being shown on the conceptual site plan.

(Section 1006D.1.8) Access to Planterra Way.

The site plan shall provide for a future access drive to Planterra Way from this development. The Applicant shall design and construct a road stub-out from the proposed parking lot to the eastern property boundary at a location to be determined by the city. Said road shall have a minimum width of 30'. The city shall coordinate with representatives from the Planterra Ridge and Cardiff Park Homeowner's Associations prior to funding and/ or extending this road from the property line to Planterra Way.

(Section 1006D.1.9) Architectural concept.

The architectural design, color selection and exterior building materials shall be substantially the same or equal to the building elevations prepared by Schroeder Slater (Exhibit "C") and incorporated herein by express reference.

Prior to submittal of the building plans, the Applicant shall submit the exterior building materials and color selections to the Planning Commission for approval. The purpose of this submittal is to ensure the exterior building materials and color selections are compatible with the exterior building materials and color selections identified within the SR 54 W Design Guidelines.

(Section 1006D.1.10) Design of parking lot and landscaped islands.

The design of all parking areas, including the dimensions of all planting islands, shall comply with city ordinances and be reflected on the conceptual site plan submittal.

(Section 1006D.1.11) Location of dumpsters and associated enclosures.

The location of all dumpsters and associated dumpster enclosures shall be identified on the conceptual site plan. Those dumpsters located behind retail buildings "B", "C", "D" and "E" shall be located and designed such that noise generation will be kept to a minimum. Where applicable, compactors shall be located within these buildings to minimize noise.

(Section 1006D.1.12) Screening of mechanical equipment.

Where applicable, the rear building elevations of retail buildings "B", "C", "D" and "E" shall contain architectural features to minimize the appearance of blank walls. If necessary, the parapets on the rear of these buildings shall be increased in height and designed to screen views from off-site to the roof-mounted mechanical and utility equipment.

(Section 1006D.1.13) Site lighting.

Site lighting shall comply with current city ordinances. A detailed photometric site lighting plan, which includes lighting on the exterior of all buildings, shall be prepared and submitted prior to approval of the final site plan. Site and security lighting along the rear of retail buildings "B", "C", "D" and "E" shall be designed to prevent glare and spillover onto the adjoining residential subdivision.

(Section 1006D.1.14) Maintenance guarantee for landscaping.

In addition to the required maintenance inspection of all plant material at the end of the 2-year period from the date the Certificate of Occupancy is issued (conducted by the City Landscape Architect), the developer and/ or project owner shall agree to meet with the City Landscape Architect and a representative from the Cardiff Park Homeowner's Association to inspect the plant material located between the development and Cardiff

Park at a 3-year and 5-year period from date the Certificate of Occupancy is issued. Any vegetation that is dead, dying or diseased must be replaced at the owner's expense.

(Section 1006D.1.15) Buffer enhancements adjacent to Cardiff Park.

It is understood the buffer at the rear of the subject tract is paramount and the Applicant shall agree to develop a detailed berming, fencing and landscape plan that is reviewed and approved by the City Landscape Architect and the Planning Commission as a part of the conceptual site plan submittal package.

Within the 50' greenbelt along the southern property boundary adjoining the Cardiff Park subdivision that is to be dedicated to the city, the Applicant shall augment existing vegetation as needed as shown on the Buffer Planting Plan and Cross Sections "A", "B" and "C" attached hereto as Exhibit "D".

The top of the berm shall be designed with a minimum 4'-wide crown, where no less than a 6' tall stockade-type privacy fence shall be installed behind retail buildings "B" and "C" and no less than an 8' tall stockade-type privacy fence shall be installed behind retail buildings "D" and "E". The fence shall be painted or stained a neutral color. At the base and on both sides of the fence, evergreen vines (Confederate Jasmine, Boston ivy, etc.) shall be planted at no more than 4' on center and be trained to cover the fence. The slopes of the berm shall be planted with a combination of evergreen plant material (Leyland Cypress, Cryptomeria Japonica, etc.) planted in staggered rows at 8' on center. The minimum height of the evergreen plant material shall be no less than 6'-8' in height from finish grade to the top of the plant material at the time of planting. All exposed areas on the berm shall be mulched with no less than 4" of fresh hardwood bark mulch. A drip irrigation system shall be installed and utilized to irrigate all plant material for no less than twelve (12) months from date of installation and acceptance by the city. The berm, fence and landscaping shall be installed once the site is cleared and graded and prior to issuance of a Building Permit.

(Section 1006D.1.16) Internal courtyards, plazas and seating areas.

Internal plazas and seating areas shall be installed as shown on the approved site plan and include details as identified on the schematic Courtyard Plans and Terraces at Highway 54 Retail landscape plans as drawn by Site Solutions (dated April 16, 2008) attached hereto as Exhibit "E".

(Section 1006D.1.17) Approval of enhancements within SR 54 right-of-way.

The Applicant shall secure appropriate approvals from GDOT prior to installing any sidewalk, lighting, landscaping and/ or irrigation within the GDOT right-of-way and shall provide appropriate documentation to City Staff indicating GDOT approval.

(Section 1006D.1.18) Issuance of clearing and grading permit.

It is understood that clearing or grading shall not be permitted until the final site plan is approved. Approval of the proposed traffic signal and appropriate turn lanes shall be obtained from GDOT and submitted to City Staff prior to approval of the final site plan. Demolition of the existing buildings on the overall site may proceed prior to approval of the final site plan.

(Section 1006D.1.19) Modifications to approved site plan and building elevations.

It is understood that modifications to the proposed site plan and building elevations may be required based on conditions that may be imposed as a part of the Special Use Permit review process.

(Section 1006D.1.20) Coordination with City Staff.

The Applicant shall continue to work with City Staff and the Planning Commission to ensure that all elements of the proposed site plan and building elevations comply with current city ordinances. It is imperative that the Applicant coordinate with the Building Official, Fire Marshal and City Engineer to review the proposed development.

(Section 1006D.1.21) Changes to approved site plan.

Should there be substantial changes to the schematic site plan submitted as a part of the Special Use Permit application, the Applicant shall file a new site plan and supporting documentation in accordance with the established criteria within Section 1006.4(f) of the GC General Commercial zoning ordinance.

(Section 1006D.1.22) Funding for landscape enhancements on SR 54 West.

The Applicant shall provide up to \$200,000 in cash to the city for the design, installation and maintenance of landscape enhancements within the median of SR 54 West. Said enhancements shall extend from the city limits to Huddleston Road. The installation of these landscape enhancements shall be coordinated and managed by city staff. The Applicant shall pay said sum to the city within fifteen (15) days of approval of the final site plan.

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this

ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2008.

Harold K. Logsdon, Mayor

Attest:

City Clerk

AFTER RECORDING RETURN TO:

**THEODORE P. MEEKER, III
DAVIS & MEEKER, LLC
6631 WATSON STREET
UNION CITY, GEORGIA 30291**

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by Capital City Development Partners, LLC and its successors and assigns ("Developer") and the City of Peachtree City, Georgia ("City") to provide for the orderly development of the property more particularly described as Exhibit "A" which is incorporated herein by express reference ("Property").

Whereas, Developer submitted to the City a request for abandonment and proposal to purchase a certain right-of-way known as Line Creek Circle and most of the right-of way known as Line Creek Drive (together "Right-of-Way") which have ceased to be used by the public to the extent that they no longer serve a substantial public purpose and anticipate submitting a proposal to develop the Property according to the City's GC zoning, the request for abandonment and purchase having been approved by the City Council on February 13, 2008 under certain terms and conditions; and,

Whereas, it is the intent of this Agreement to finalize the terms of Right-of-Way abandonment, certain of the development conditions, restrictions, and all conditions to which the parties have agreed as of this date.

Now Therefore, in exchange of the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree the Right-of-Way abandonment is approved and said approval is conditioned further as follows:

1. The Developer agrees that the restrictions and conditions contained herein are binding on its successors-in-title to the real property, any other entities by which the property owner shall be known, all assigns, successors-in-interest to the development, and any entity taking possession of this development.

2. This Development Agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to apprise any successors-in-title of this Development Agreement.
3. The Developer agrees that nothing contained in this Agreement shall obviate the requirement that the Developer comply with all city ordinances, building codes, and development standards. Any plans submitted by the Developer shall be submitted to the City in accordance with the City's established plan review process under the terms of applicable city ordinances. With respect to all these requirements, the City will not unreasonably withhold approval of Developer's plans.
4. The Developer agrees to include the restrictions and covenants contained herein on any and all deeds the Developer signs to transfer said Property or otherwise to reference this deed restriction on any forms of conveyance. If Developer fails to include said restrictions and covenants, the City shall have the option to file said restrictions and covenants in the chain of title of said Property so the restrictions and covenants will run with the land.
5. All Parties agree that this Agreement is entered into voluntarily and that all parties will incur their own legal expenses.
6. In the event an ambiguity exists in the interpretation or implementation of this Agreement, the parties will first look at the Agreement itself to clarify such ambiguity. In the event the ambiguity is still not resolved, the parties will next look to the GC zoning ordinance, and then, if necessary, to the rules, regulations and other ordinances of the City. In the event of a conflict between the provisions of this Agreement and the regulations of the GC zoning ordinance, the most restrictive regulation shall apply.
7. Developer shall cause the Right-of-Way to be appraised by a qualified appraiser acceptable to both the City and Developer. All costs associated with the appraisal shall be paid by the Developer. Developer shall pay to the City the appraised value of the Right-of-Way which in no case shall be less than Five Hundred Thousand (\$500,000.00) Dollars. If the appraised value for the Right-of-Way exceeds Five Hundred Thousand Dollars, Developer shall transfer to the City a portion of the western edge of the Property which abuts the City's property known as Line Creek Nature Preserve. The portion of Property to be so transferred shall equal in value the amount the abandoned Right-of-Way which exceeds Five Hundred Thousand Dollars. Developer shall pay said sum to the City within

fifteen (15) days of approval of the final site plan for the first phase of development on the Property or the sale of any portion thereof. In the event that a final site plan is not approved within five (5) years of the date of this Agreement, Developer shall quitclaim any interest it has in the Right-of-Way to the City and the City shall quitclaim to Developer all of the property it may have acquired under the terms of this paragraph.

8. The Developer shall prepare a plat of the Property that combines all parcels currently platted as individual parcels into a single parcel. Said plat shall be submitted to city staff for review and approval and recorded in the Fayette County Tax Assessor's Office prior to submittal of a conceptual site plan. Should any portion of the overall tract be subdivided and sold for development, a subdivision plat must be prepared and recorded prior to submittal of a conceptual site plan for that particular tract of land. Appropriate setbacks shall be incorporated into each parcel in accordance with city ordinances.
9. The Developer shall prepare a conceptual site plan for the Property in accordance with the city's established site plan review process. It is understood the proposed development would require a Special Use Permit as identified by city ordinance and, further, there is no guarantee the city will ultimately grant such Special Use Permit except for the buildings approved in sub-paragraph (b) below.

At a minimum, the conceptual site plan shall contain the following:

- (a) The total square footage for all buildings on the site shall not exceed 175,000 SF.
- (b) No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, with a maximum of 50,000 SF for any single tenant or occupant..
- (c) No freestanding restaurant with a drive-thru window for pick-up of food or drink orders shall be allowed on the Property; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders "to go" and further provided that this restriction shall not prohibit a coffee shop. As used herein, the term "coffee shop" shall mean a small restaurant in which coffee and light snacks and other drinks are served.
- (d) No business whose primary business is the sale of gasoline or diesel shall be allowed on the Property.
- (e) The minimum number of vehicular parking spaces required for the total square footage of all buildings on the Property shall be provided in accordance with city ordinances. Shared parking shall be encouraged.

- (f) Stormwater detention shall not be permitted within the 30' landscape buffer adjacent to SR 54.
- (g) Golf cart parking spaces shall be provided throughout the development in close proximity to the entrance to each tenant space.
- (h) A vegetated buffer measuring no less than 50 feet in width shall be provided along the entire length of the southern property boundary adjoining Cardiff Park. Any portion of this buffer that does not contain vegetation shall be replanted to provide a dense cover of trees. Said buffer shall be dedicated to the City as greenbelt prior to submittal of the final site plan. Appropriate building and parking setbacks in accordance with city ordinances shall be established from the original property boundary; however, in no event shall the building setbacks be less than 75 feet from the current property boundary.

10. In addition to the conceptual site plan, the following documents shall be prepared and submitted along with the conceptual site plan review package:

- (a) A schematic site lighting plan for the overall site that is prepared in accordance with the city's lighting ordinance and the SR 54 West Design Guidelines.
- (b) A schematic landscaping plan for the overall site that is prepared in accordance with the city's landscape ordinance and the SR 54 West Design Guidelines. All canopy trees shall be no less than 6" in caliper.
- (c) A schematic stormwater management plan for the overall site that is prepared in accordance with the city's stormwater ordinance.
- (d) Schematic elevations of all buildings, including exterior materials and color selections, that is prepared in accordance with the SR 54 West Design Guidelines.
- (e) A schematic site amenities plan that is prepared in accordance with the SR 54 West Design Guidelines. Said plan shall identify public seating areas, public spaces with fountains, hardscape features and integrated pedestrian walkways.
- (f) A schematic pedestrian circulation plan that identifies pedestrian movement, locations of crosswalks and entry features to buildings and individual tenant spaces.
- (g) A schematic multi-use path circulation plan, identifying locations of multi-use path connections, parking areas and potential charging stations. At a minimum, the plan shall include a 10' wide multi-use path spanning the entire frontage of the Property abutting SR 54 and a separate path

connection extending from the SR 54/Planterra Way intersection to the Peachtree City Tennis Center.

11. The Developer shall agree to the following:
 - (a) Should retaining walls be required at the rear of the site to accommodate a change in grade, said walls shall be constructed of earthen fill gabion baskets and planted to create a vegetated wall.
 - (b) No disturbance shall be permitted within the city-owned tract to the west (Line Creek Nature Area).
 - (c) Once clearing and grading is complete and the buildings are under construction, the city landscape architect shall review the eastern property boundary to determine if additional plant material is necessary in order to screen views of this development from Planterra Way.
 - (d) Sound baffles shall be installed on all roof-top mechanical equipment facing Cardiff Park.
 - (e) Delivery trucks shall be restricted from making deliveries between the hours of 8:00PM and 8:00AM.
 - (f) An outdoor sound system shall be provided throughout the development that provides music. Said outdoor sound system shall be equal to or similar to that currently provided at the Avenue.
12. The Developer shall work in good faith with the Planterra Homeowners Association, the Cardiff Park Homeowners Association and the city landscape architect to develop a landscape plan for the east and west sides of the Planterra Way entrance, which shall include an underground irrigation system. The Developer shall install the agreed upon landscaping and irrigation at no cost to the City or the individual Associations.

This condition is contingent on the City and the individual HOA's entering into an agreement for the perpetual maintenance of said landscaping and irrigation. It is understood the City shall not maintain these improvements.
13. There shall be no internal road connection between the Property and Planterra Way. By agreeing to this condition, the City recognizes this is a modification to the approved SR 54 West Master Plan. The City shall adopt a modification to this plan eliminating this requirement.
14. The Developer, at his own option and expense, may request approval from the Georgia Department of Transportation (GDOT) for the installation of a traffic signal at the entrance to the

development from SR 54. Said signal shall be installed on decorative poles and mast arms identified within the SR 54 West Design Guidelines. The cost of the signal warrant analysis, construction plans, equipment, lane improvements and installation shall be the sole responsibility of the Developer. The City shall not oppose the installation of such a traffic signal. The City and the Developer shall cooperate and work together with the GDOT for the abandonment of the right-of-way currently known as Line Creek Drive owned by the State of Georgia or GDOT. Developer shall reimburse the City for any and all costs associated with such abandonment.

15. As of this date, there is no plan which has been approved by the City for the Property. Accordingly, any such plan must be reviewed and approved in accordance with existing city ordinances. Nothing in this agreement shall preclude City Staff, the Planning Commission and/or City Council from imposing additional conditions on the development of the Property in accordance with the City's established plan review process.
16. Developer covenants that it will not at any time make any claim or demand, nor sue nor commence, nor prosecute, nor cause or allow to be prosecuted in its name any action at law or in equity against City regarding the restrictions contained in Section 1006 of the Peachtree City Zoning Ordinance including, without limitation, any challenges to the size restrictions on structures located within the GC Zoning District provided the City does not apply any restrictions which are more severe or limiting than those set forth in this Agreement and provided further that the City acts according to the requirements set forth in the ordinance, the law, and the Georgia and federal constitutions. Developer fully understands that this covenant not to sue may be pleaded as a complete defense to any action that may be brought against City with respect to such issues.
17. **COVENANTS RUNNING WITH THE LAND.** The terms and conditions of this Agreement shall be binding upon the Developer and its successors in title and shall run with the title to the Property identified herein.
18. **DATE OF EFFECTIVENESS OF THIS AGREEMENT.** This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.
19. **PREVIOUS WRITTEN AND ORAL STATEMENTS.** All previously written or transcribed plans, documents, letters, notes, minutes,

and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

20. **AMENDMENT AND MODIFICATION OF AGREEMENT.** This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the above described Property.
21. **BINDING EFFECT.** This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.
22. **NOTICES.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at the address set forth below, or transmitted by facsimile to the facsimile number set forth below with hard copy sent within three (3) days thereof by one of the other approved methods of delivery. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or facsimile transmission or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address or facsimile number hereunder.

If to the City: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: City Manager

If to the Developer: Mr. Doug McMurray
Capital City Development Partners, LLC
P.O. Box 4939
Edwards, CO 81632

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 13th day of February, 2008.

CITY OF PEACHTREE CITY, GEORGIA

By: Harold Logsdon
Harold Logsdon, Mayor

ATTEST:

[Signature]
City Clerk
(SEAL)
Sworn to and subscribed before me
this 13th day of February, 2008.
Pamela P. Dufresne
Notary Public



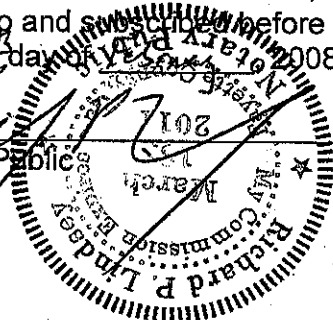
CAPITAL CITY DEVELOPMENT PARTNERS, LLC (Developer)

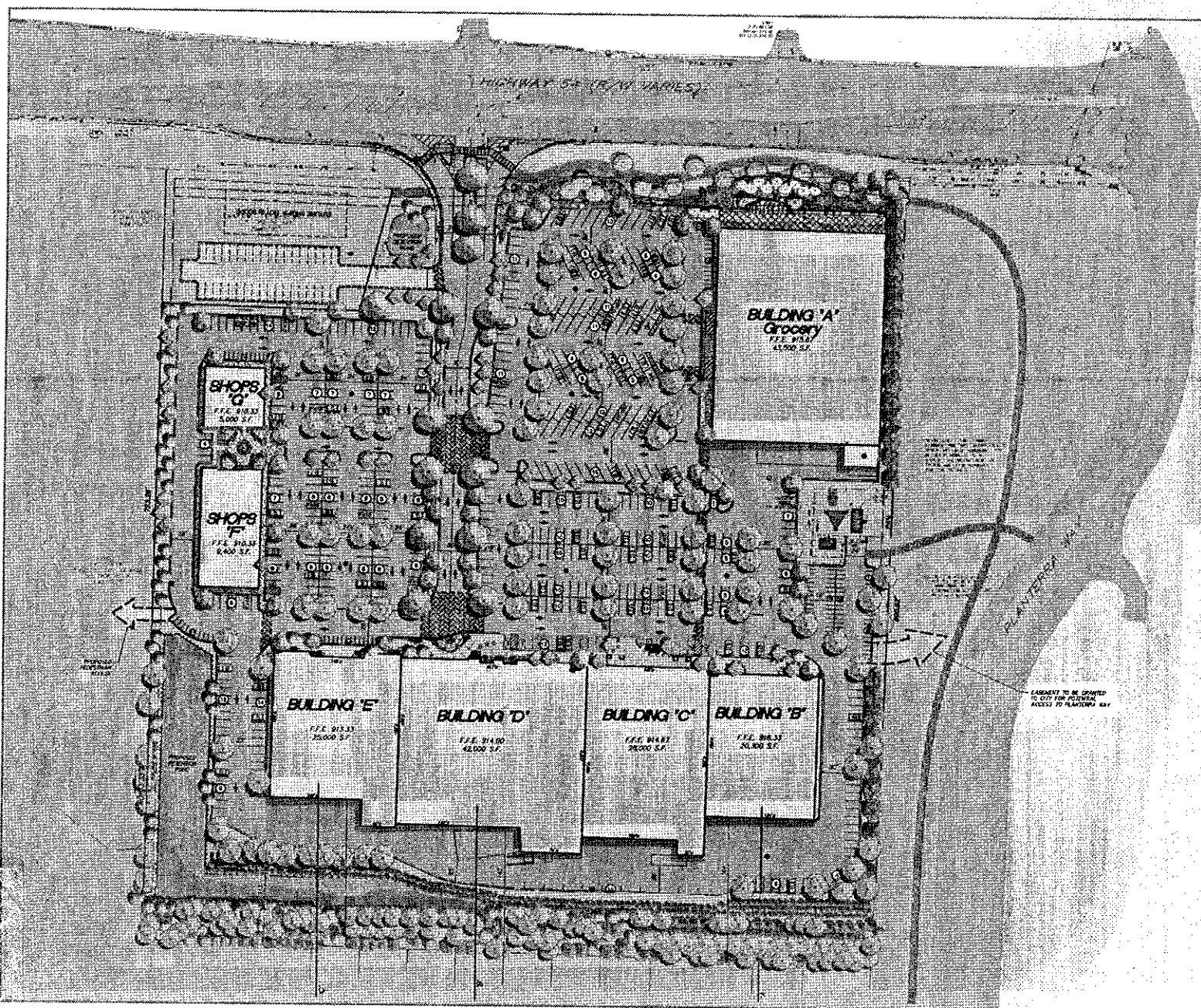
[Signature]
Witness

By: [Signature]
Doug McMurrain, (SEAL)
Managing Member

Sworn to and subscribed before me
this 25th day of February, 2008.

[Signature]
Notary Public
Richard P. Lindsay
My Commission Expires March 2010





REVISIONS

LINE CREEK RETAIL
U.S. HIGHWAY 54
PREPARED FOR
CAPITAL CITY DEVELOPMENT
400 LOT 100, 7TH DISTRICT

LAI ENGINEERING
PARKWAY CENTER
1800 PARKWAY PL. - STE. 720
MARIETTA, GA 30067
PHONE: 770-423-0807
FAX: 770-423-1262
WWW.LAIENGINEERING.COM



JOB NO: 508
DWG NAME: 200-PROJ

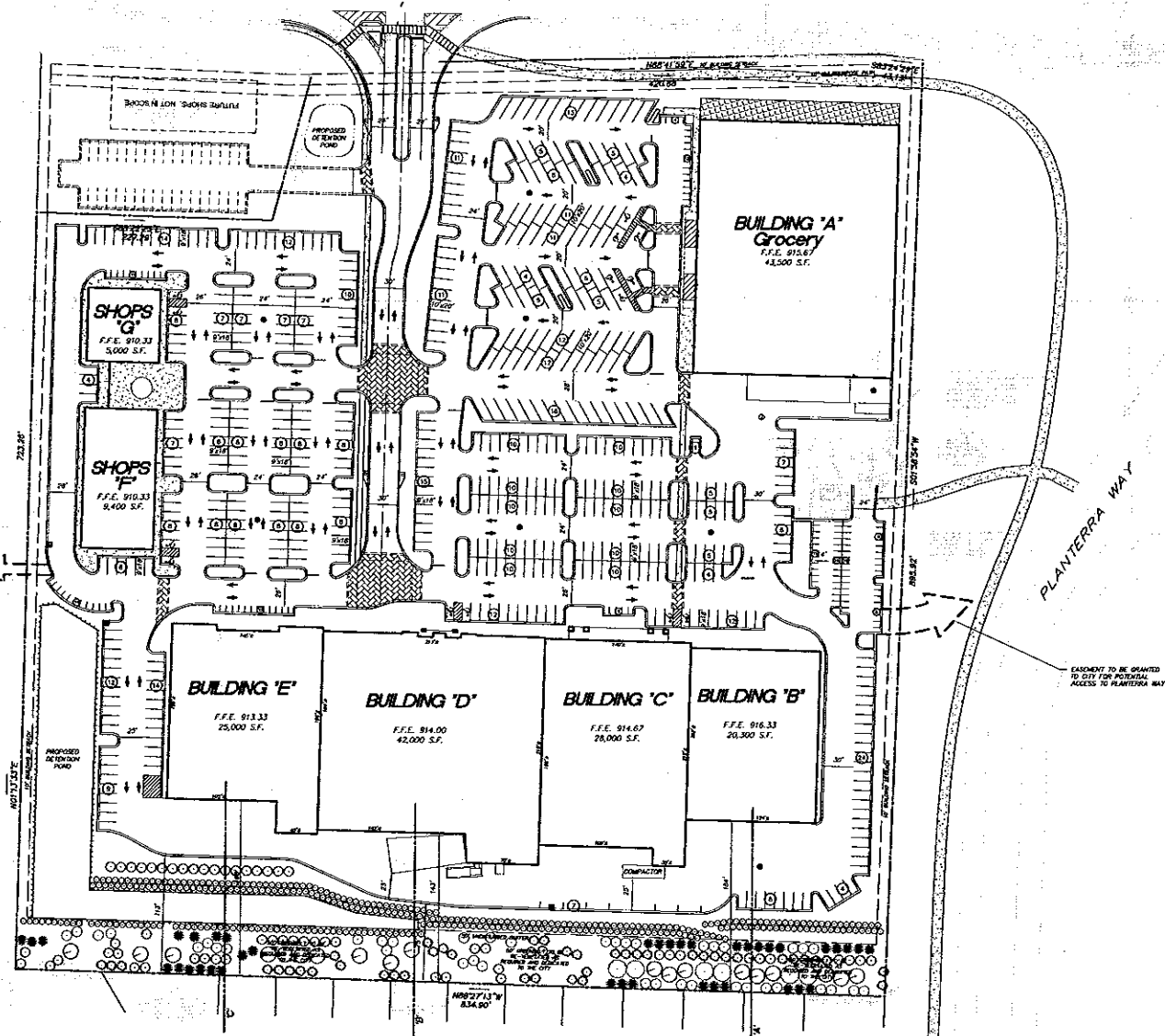
**SITE PLAN
PLAN**

CC

DATE _____
Checked by _____

SITE DATA

SITE AREA	18.182 Ac
ZONING	GC
<u>BUILDING AREA</u>	<u>BUILDING SQFT</u>
BUILDING "A"	43,900
BUILDING "B"	20,300
BUILDING "C"	28,000
BUILDING "D"	42,000
BUILDING "E"	25,000
SHOPS "F"	9,400
SHOPS "G"	9,000
TOTAL BUILDING AREA	173,200
<u>PARKING</u>	<u>PERMITTED</u>
CAR SPACES	538
GOLF CART SPACES	106
TOTAL PARKING SPACES	644
PARKING RATIO	3.72
*PER 1,000 SF OF BUILDING	



SITE DATA

SITE AREA	16.1822 Ac
ROADWAY	60
<u>BUILDING AREA</u>	<u>AREAS/SPACES</u>
BUILDING "A"	43,500
BUILDING "B"	20,300
BUILDING "C"	28,000
BUILDING "D"	42,000
BUILDING "E"	25,000
SHOP'S "F"	2,400
SHOP'S "G"	5,000
TOTAL BUILDING AREA	173,200
<u>PARKING</u>	<u>PROVIDED</u>
CAR SPACES	538
GOLF CART SPACES	106
TOTAL PARKING SPACES	644
*PARKING RATIO	3.72
FOR 3,000 SF OF BUILDING	

REVISIONS

LINE CREEK RETAIL
U.S. HIGHWAY 54
PREPARED FOR
CAPITAL CITY DEVELOPMENT

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WWW.LAIENGINEERING.COM



JOB NO: 838
DWG NAME: 838-PROJ

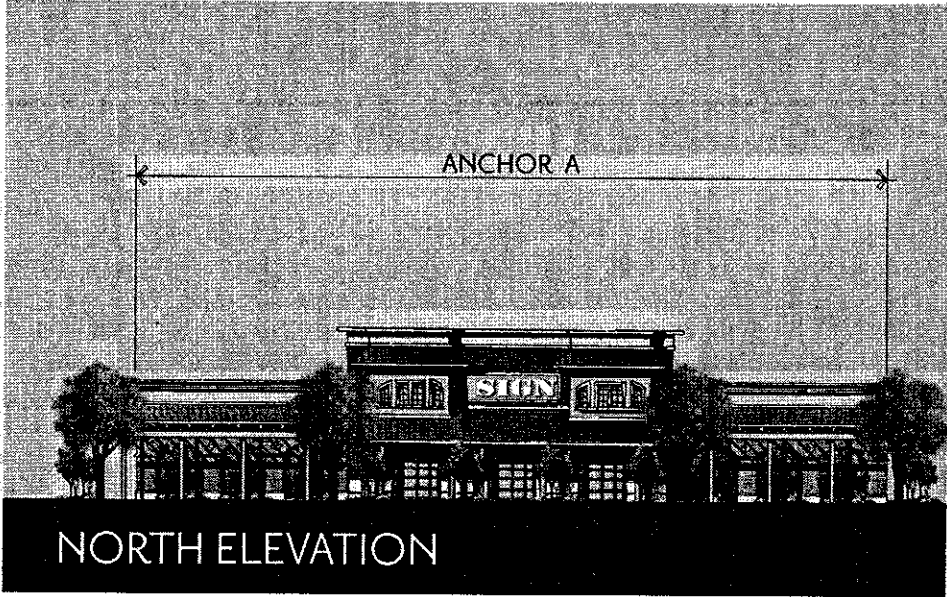
**SITE
PLAN**

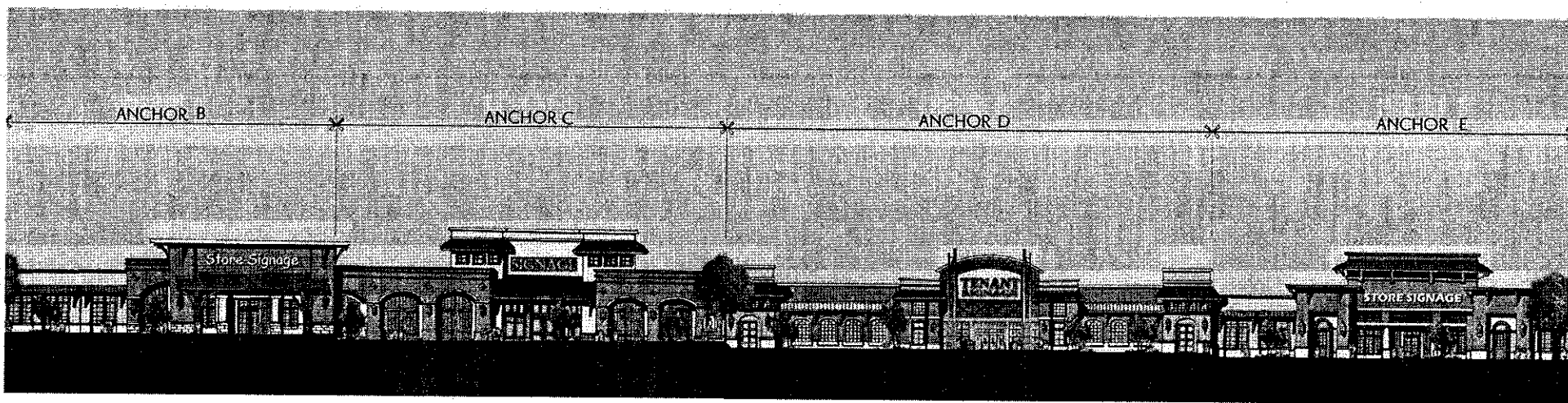
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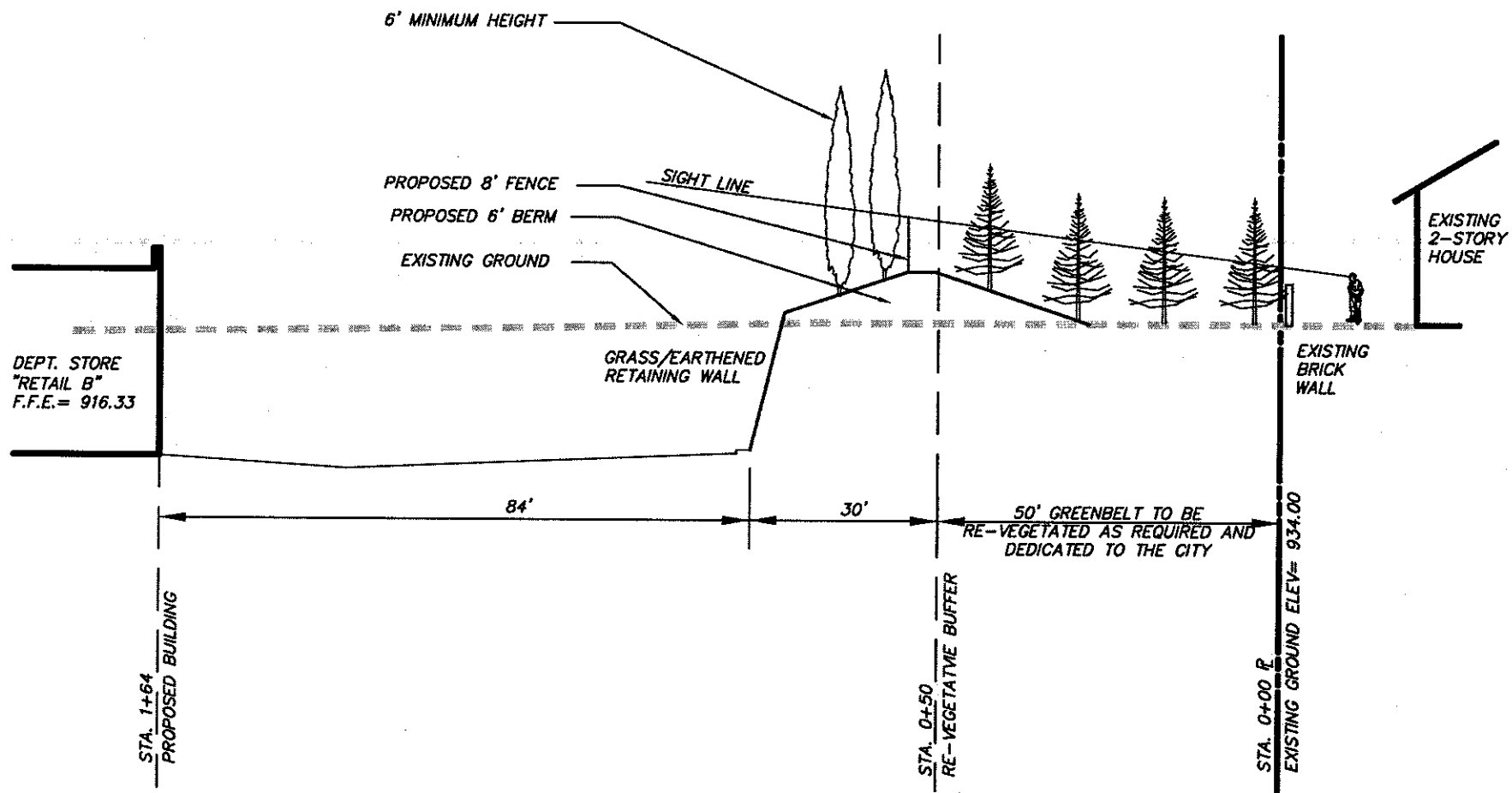
DATE _____

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NOT RELEVANT FOR COMPLETION

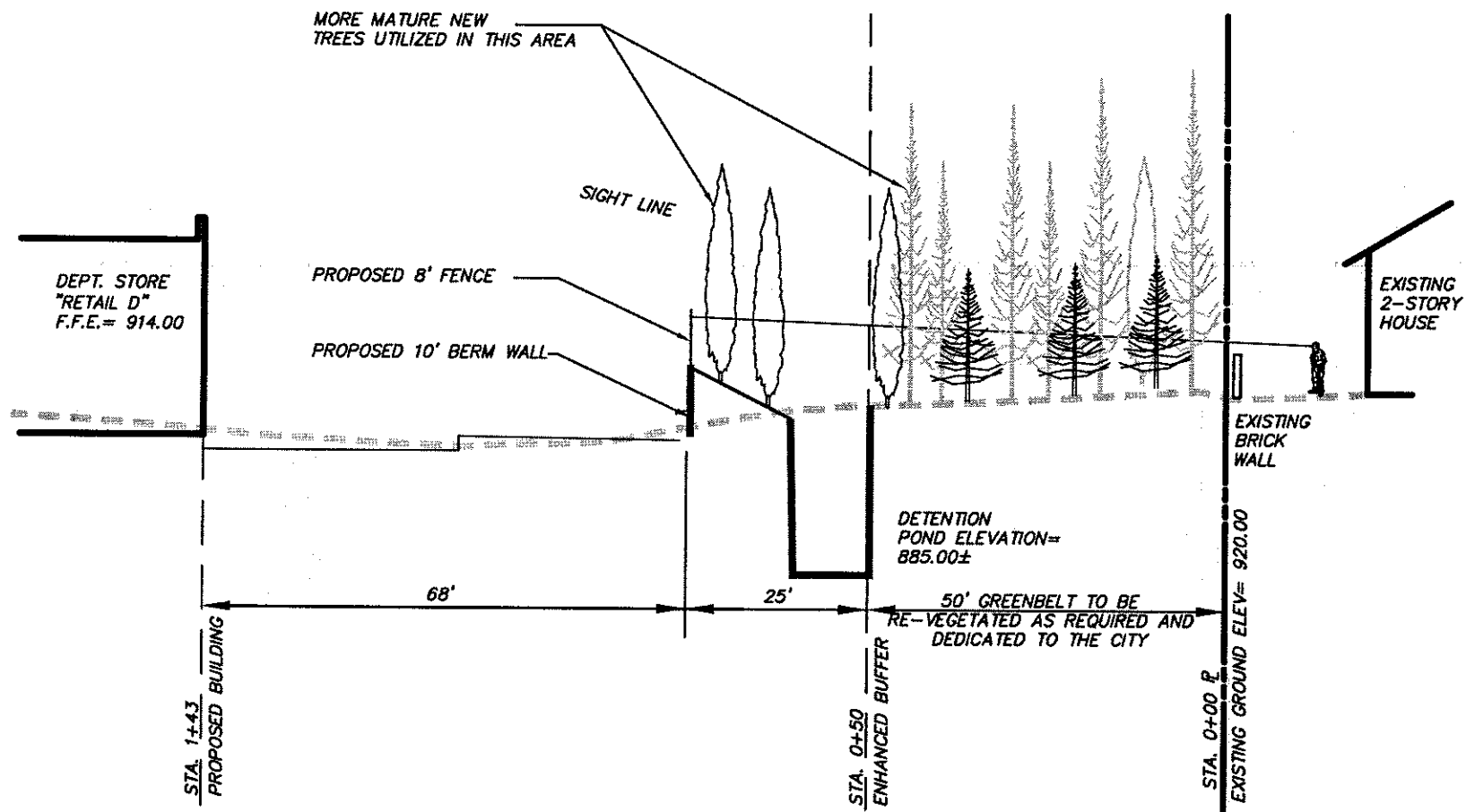






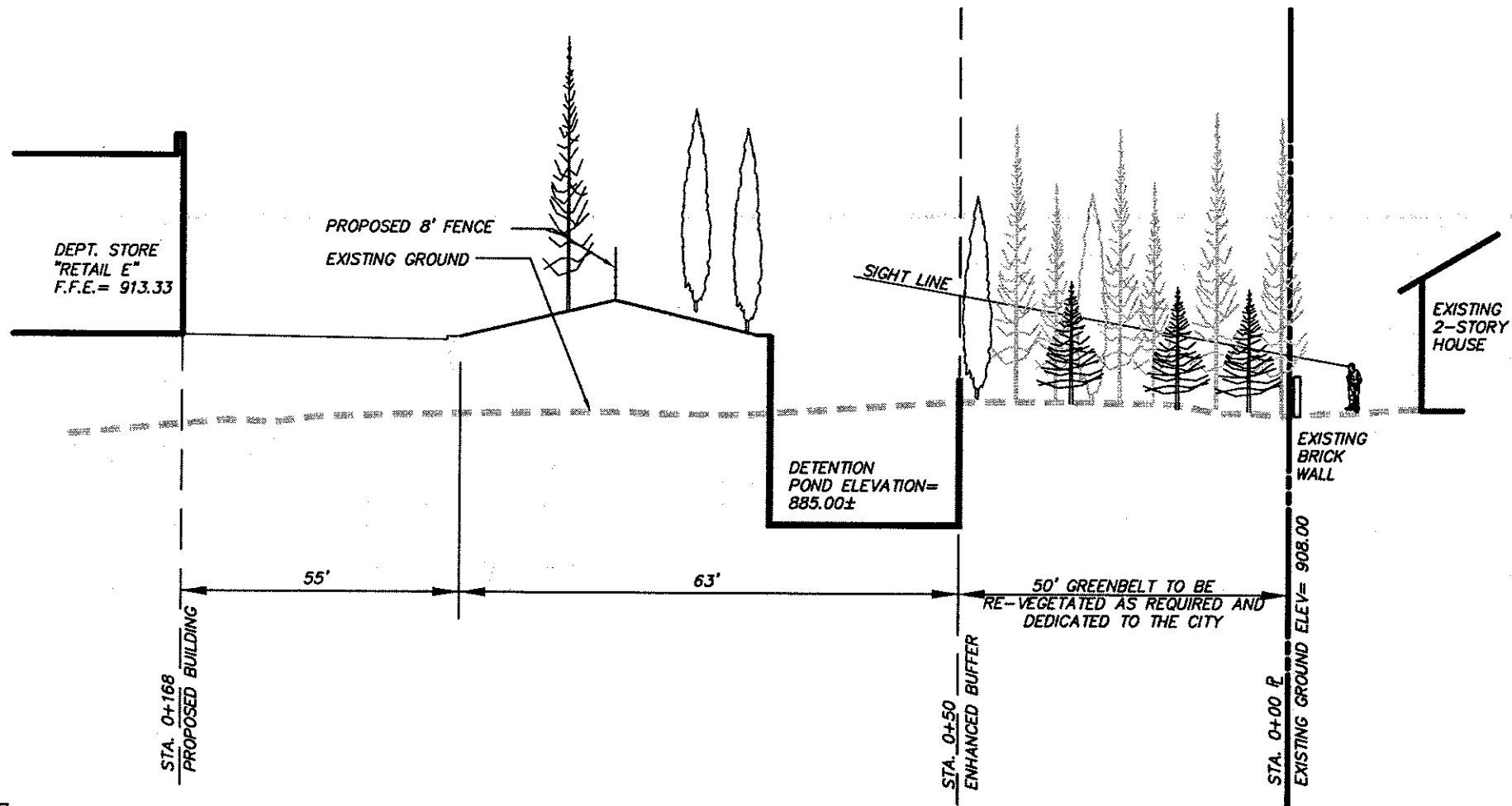
CROSS SECTION 'A'

N.T.S



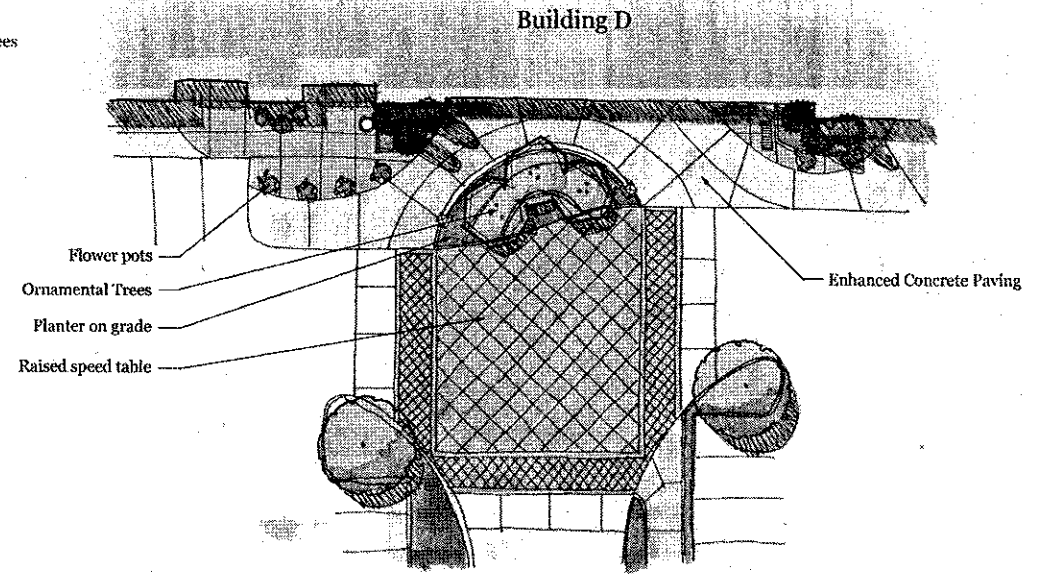
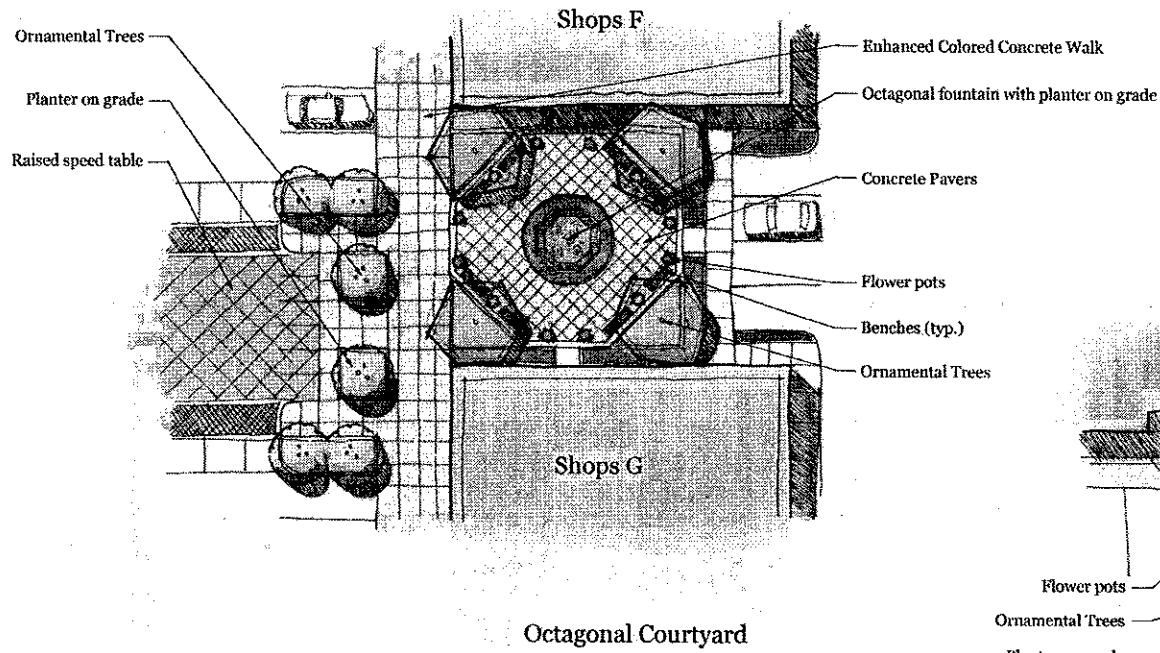
CROSS SECTION 'B'

N.T.S



CROSS SECTION 'C'

N.T.S



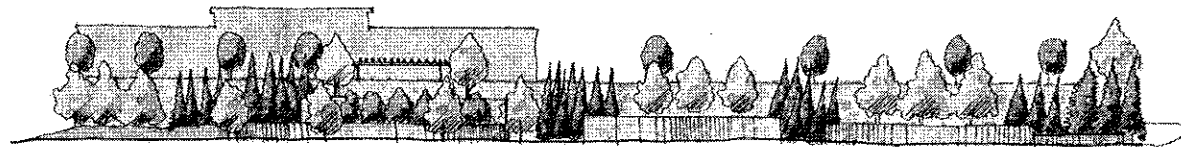
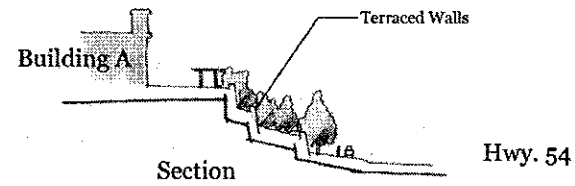
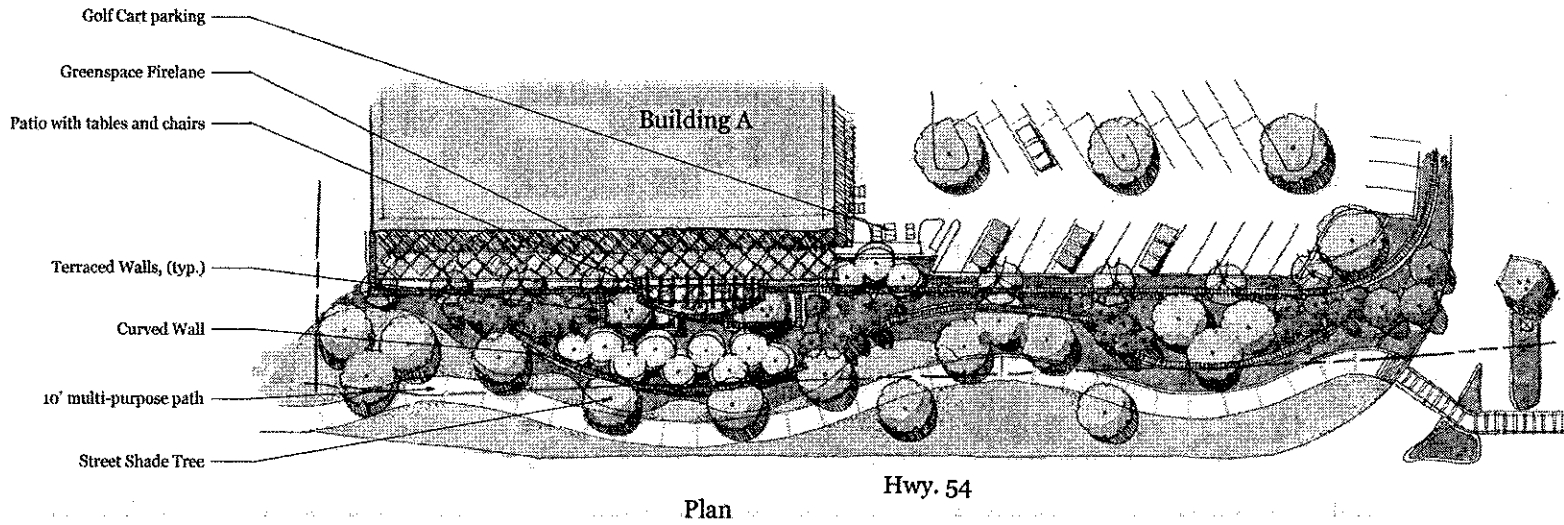
Plaza at Entry Drive

PEACHTREE CITY
LINE CREEK RETAIL
 Peachtree City, GA.

April 16, 2008



Terraces at Highway 54 Retail



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Acting Administrative Services Director / City Clerk 

DATE: June 17, 2008

SUBJECT: Consider Waiving Golf Cart Registration Requirements for 4th of July
June 19, 2008, City Council Meeting

Recommendation:

Staff recommends that Council waive the Golf Cart Registration Requirements from Thursday, July 3, through Monday, July 7, for the 4th of July holiday as permitted under Sec. 78-92 of the Code of Ordinances.

Discussion:

Section 78-92 of Peachtree City's Golf Cart Ordinance, "Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants."

Several local golf cart dealers rent carts for the holidays, and waiving the registration requirements allows them to supplement their supply with carts not normally rented in Peachtree City, and help them meet the large demand for carts over the holiday.

Council has implemented this waiver on previous July 4th holidays and during the Tour de Georgia. Local dealers have requested that Council consider the waiver for July 4, 2008.

Staff is recommending extending the waiver period from July 3 through July 7 to ensure that cart renters can legally pick up and return carts during normal business hours

Budget Impact:

This item should have no budgetary impact.