

City Council of Peachtree City
Agenda
June 17, 2004
7:00 p.m.

- I. Prayer
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize McIntosh High School Girls Soccer Team as State AAAAA Champions
 - Recognize Booth Middle School Science Olympiad Team
 - Present 15-year Pin to Richard Bussie
- IV. Minutes
 - May 20, 2004, Regular Meeting Minutes
 - June 3, 2004, Regular Meeting Minutes
- V. Consent Agenda
 - 1. Alcohol License – Change in Licensee – Chili's Grill & Bar
 - 2. Alcohol License – Change in Licensee – On the Border Mexican Café
 - 3. Alcohol License – Change in Licensee – Romano's Macaroni Grill
 - 4. Consider Preferred Provider Rate Increase Request from EPI
- VI. Old Agenda Items
 - 03-04-07 Award Contract for Satellite Auto Shop
 - 05-04-04 Public Hearing – Consider Amendment to Zoning Ordinance – LUC-16 Limited Use Commercial Zoning District
 - 06-04-02 Consider Kedron Village Expansion Conceptual Site Plan
- VII. New Agenda Items
 - 06-04-08 Public Hearing to Consider Increase in Occupational Tax
 - 06-04-09 Consider Amendment to Lease between PCTA and City
 - 06-04-10 Consider Contract for Moving Contents of Library for Construction
- VIII. Council/Staff Topics
- IX. Executive Session

** Steve Rapson will not attend this meeting due to GFOA conference*

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

City of Peachtree City
Minutes of Regular Meeting
May 20, 2004
7:00 p.m.

The City Council of Peachtree City met Thursday, May 20, 2004, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Steve Rapson, Judi Rutherford, and Murray Weed. Stuart Kourajian came late.

Announcements, Awards, Special Recognition

Mayor Brown recognized Employee of the Month, Jay Hughes. Brown recognized the Rising Starr Lady Panthers Volleyball Team, who were undefeated during regular season and won the County Championship 3-0. Brown also recognized Rising Starr Middle School for being recognized for the *Georgia Lighthouse School to Watch* award. Recognized outgoing Peachtree City Youth Council Members' Shelby Barker and Daniel Hunter. Recognized Community Action Day Volunteers.

Minutes

Rutherford moved to approve the April 16-17, 2004, annual retreat meeting minutes as amended. Weed seconded, but amended the motion contingent upon confirmation of Page 7, Paragraph 14, and the last bulleted item relative to the question of consensus. The motion carried unanimously.

Consent Agenda

1. **Alcohol License – Change in Licensee and License Representative – Peachtree City Texaco**
2. **Consider DOT LARP Contract**

Rutherford moved to approve the consent agenda. Rapson seconded. Motion carried unanimously.

Old Agenda Item:

02-04-07 Kathie Cheney – Request to Address Council Regarding Smoking in Public Buildings

Brown indicated there were additional documents on the dais in this regard (a memo from Brown to Council dated May 18, 2004, entitled Kathie Cheney – Request to Address Council Regarding Smoking in Public Buildings and various papers on second-hand smoke; and stated that Kathie Cheney had agreed to establish a committee to draft an ordinance. Brown said Council had supported the State ordinance, which had not passed the House. Brown said further that anyone interested in participating on the committee should come to a workshop that would be scheduled to draft an ordinance banning smoking in public buildings. The workshop would be advertised in the newspaper and placed on Peachtree City's web site. Brown made a motion to table the item and schedule a workshop. Rutherford seconded the motion. Motion carried unanimously.

New Agenda Items:

05-04-09 Public Hearing – Consider Rezoning Request – Sanders/Cash & Hughes Tracts, Greenwood Lane, ER to R-43

Brown called the Public Hearing to order and noted there were additional items on the dais in this regard (a memo from David Rast to Mayor and Council dated May 20, 2004, entitled Proposed Rezoning: Sanders/Cash and Hughes tracts, Greenwood Lane). The applicant, Richard Simms, addressed Council and stated that he was requesting the rezoning of two parcels of land on Greenwood Lane. Simms said the rear portion was currently zoned ER, but that after discussing the rezoning with City Planner David Rast, he thought it would be more reasonable to request R-43 zoning for consistency. Simms said he had contacted the homeowners on Greenwood Lane as well as Mr. James Hughes, whose property was immediately north of the Sanders/Cash tract and that Mr. Hughes wished to sell his property and supported the rezoning. Simms said he would like to rezone the Hughes property to R-43 also. Simms said the R-43 zoning would lend itself to the small neighborhood with houses similar to Kedron Estates and that no more than three to four houses would be built at one time to cut down on construction in the area. Simms said additionally that the zoning was consistent with the recent Land Use Plan Update. Simms read a letter that Mr. Bill Kessler had written to David Rast in support of the rezoning request and stated that he had also received letters of support from Adrian Brooks and Doug Warner, both of whom lived across the street from the property on Greenwood Lane. Simms said he believed the R-43 zoning would be a good use for this property and promised to do a first class job.

City Planner David Rast addressed Council and stated that the property in question had two different zoning classifications. Rast said the R-43 zoning was consistent with the homes on Greenwood Lane. He said there were several tracts on the north side of Greenwood Lane that were de-annexed from Tyrone into Peachtree City and that the update to the Land Use Plan recommended that the property on the north side of Greenwood Lane be developed into smaller lots. He said Developmental Services had entertained a number of proposals over the years from developers, but that staff had not supported those proposals. Rast continued that staff recommended approval of the Simms application with the understanding that Simms had agreed to the preservation of trees and the alignment of an entrance road on Greenwood Lane.

There was some discussion regarding step-down zoning and Rapson said it seemed that the step-down approach was used, and that he was concerned about having an island of R-43 zoning.

Rast said you would not want anything with a higher density than one-acre lots, that 13 one-acre lots would not impact that neighborhood, and that the adjacent homeowners did not object.

Rapson asked if we were going to implement step-down zoning or spot zoning. He said Council had always been consistent as to how they applied step-down zoning and that this was a density issue and that 13 homes versus 9 homes was not that much difference, but did not think that question had been asked. Weed said the zoning on the property

south of Greenwood Lane was zoned R-43, but other than that, there was no contiguous R-43 zoning. Rast said AR zoning was in a holding pattern, and that the City would possibly see more requests in the future. Rast said they were not talking about a huge number of homes and that this was recommended in the Land Use Plan.

Doris Cash addressed Council and stated that the property taxes on the front four acres had tripled over the past two years.

Charlene Peters addressed Council and said that residents in Kedron Hills were concerned that if the property were rezoned to one-acre lots, what would keep the others from being zoned as one-acre lots and it would also impact traffic.

Jim Care addressed Council and said he owned the property next to this tract and that it was zoned AR. He said further that in 1999, they had a problem getting emergency vehicles in the area. He said he did not intend to sell his land and that he had been there since 1974. He said his five acres would remain intact until he left Peachtree City. Mr. Care said he did not object to Mr. Simms' application for rezoning because Simms would take care of the erosion problem.

Phyllis Aguayo addressed Council and asked what were the circumstances for which we would change ER to R-43 and could anyone come in and divide the land. Aguayo asked what would they need to have that justified or merited changing the zoning and was all ER at risk.

Doris Cash addressed Council and said she was in favor of one-acre lots.

Brown closed the public hearing portion of the meeting. Weed asked Rast to tell him about the origin of R-43 south of Greenwood Lane. Rast said years ago, before Kedron Hills was conceived, Crabapple Lane was a gravel road through this tract of land in front of Sanders. Rast gave a brief history of Crabapple lane.

Weed asked about the origin of R-43 north of Greenwood Lane. Rast said this property was located adjacent to the King and Care tracts, and that a portion of those properties had also been located in Tyrone. When those portions had been de-annexed from Tyrone and annexed into Peachtree City, they were all zoned ER Estate Residential. The four acres of the Cash/ Sanders tract that was already in the city prior to the annexation in 1999 was zoned R-43 so that it would be consistent with the existing R-43 zoning located directly across Greenwood Lane from these parcels.

Rapson said it all happened in June 1999, and that everything above the line was in Tyrone and that the zoning was changed from AR to ER. Weed asked why the zoning was changed from AR to R-43. Rast said that AR was a holding pattern, and that in this case, when annexation/rezoning took place, City Council had recommended that 7.4 acres of the Sanders' tract be consistent with Greenwood Lane and Shallowford Lane.

Rapson talked about the ripple effect due to the fact that Mr. Care would probably do something with his land, and at that point, if Council rezoned to R-43, then the other two could go to R-43 and then put four homes on the site and that this was a ripple effect.

Rast said staff supported the request for rezoning, the property owners supported the rezoning, and the Board of Education supported the rezoning.

Brown made a motion to deny the rezoning request because the current zoning represented a classic step-down zoning case, and that the property de-annexed from Tyrone and rezoned to ER was done for a reason. Brown continued that Council had made a commitment to Tyrone when the Tyrone Town Council de-annexed the property, that it would be ER along the border. Rapson seconded the motion. Motion carried unanimously.

05-04-10 Consider Licensing of Alcohol Servers

Police Chief James Murray addressed Council and stated that this was an ordinance that the Police Department had presented to the Mayor and Council at Retreat asking that servers of alcohol obtain a license from the City and that the permit would require a background check. Murray said the Police Department had seen a major increase in crime by people working in businesses that sold alcohol in Peachtree City including internal theft, burglary, credit card theft and identity theft. Murray said further that the permit would ensure that people working in this industry would be held to a higher standard. Murray advised the City Attorney had reviewed and approved the draft ordinance.

Murray clarified for Brown that the permit would be good for one year and that the permit holder would be allowed to transfer the permit from one establishment to another. Murray advised further that a lot of businesses did not require background checks, but that now they could be assured that good background checks were conducted.

Rutherford asked if the Police Department had contacted any businesses in town in this regard. Murray confirmed they had not contacted the businesses because there were over 75 alcohol licenses in the City. Murray confirmed for Rutherford that the cost of the permit would be \$25 per year and would take effect 90 days from today (May 20, 2004).

Rapson asked Financial Services Director Paul Salvatore how the City would fund this item if it were to take effect 90 days from today. Salvatore said the cost would be \$26,000 and that there were ample funds in the Cash Reserve and the Council Contingency Fund for overages.

Rutherford made a motion to approve the licensing of alcohol permits. Rapson seconded the motion, but amended the motion, stating that the funding should come from the Cash Reserve for this purpose. Motion carried unanimously.

05-04-11 Consider Request from John Wieland Homes & Neighborhoods to Lift Annexation Moratorium

Brown noted there were additional documents on the dais in this regard. Dan Fields, Vice President, John Wieland Homes & Neighborhoods, addressed Council and stated that he was requesting the lifting of the annexation moratorium to consider approximately 365 acres located north of the Centennial neighborhood. Last year the property was rezoned by the County for Pathways to R-70. Pathways challenged the R-70 in court unsuccessfully, and today the property is in unincorporated Fayette County. In January, following the November judgment, Wieland entered into a contract with Pathways to purchase the property and did so the early part of 2004. There was no zoning contingency, they closed on the property and the property is currently zoned R-70. Shortly after closing, Wieland was approached by Mayor Brown whose concerns were 1) the road connection and the possibilities of MacDuff Parkway being extended to SR 74, 2) the possibilities of some soccer fields that would help support the soccer program, 3) buffers along Line Creek and how they might be able to go from what the property was currently zoned in the county to something that might better serve the residents in the county regarding water quality, 4) senior housing, and the possibility of adding some affordable homes for people who work in the government. Brown clarified that the housing for government workers did not include City Council members, but the suggestion was intended for Police, Firefighters, etc.

Fields said they understood that part of the process for lifting the annexation moratorium was to come before Council and ask that Council consider this request to lift the moratorium. Fields said further they had received numerous calls from the residents of Wynnmeade, Centennial, and residents that commute to/from Coweta County. Fields indicated he had also met with representatives from the CSX Railroad as well as County representatives to discuss the possibilities and the safety issues if MacDuff Parkway was to be extended.

Fields suggested that a public *charette* or workshop be scheduled for either June 15 or June 17 in order to begin conversations in this regard. The charette would be open to all citizens to determine what plan would be feasible. Fields stated he wanted input from the citizens to find out if they were open to the idea of annexation and then work with staff for a plan that would be beneficial to Peachtree City, John Wieland and the citizens that live in the area.

Brown asked for clarification that Wieland actually owned the property in question and Fields confirmed they had purchased the property in February. Brown asked Fields to confirm again that they owned the property and did not just have an option on the property. Fields confirmed. Fields said further that on this particular one, the current zoning was R-70 and that they had determined that the project was feasible and purchased the property, and that it was not purchased subject to rezoning or annexation.

A resident of Centennial addressed Council and stated that he felt it was a win-win situation for the City, the residents and John Wieland. He stated he thought MacDuff Parkway should be four-laned to be effective.

A resident of McIntosh Corners, who had moved to Centennial, addressed Council and stated he had been a resident since 1982 and he thought it made sense to lift the moratorium so that discussions between City staff and John Wieland could take place. He said he thought it would benefit the City.

Rich Parlontieri addressed Council and stated that there was a potential for a church site in this area, that he represented Christ Our Shepherd Lutheran Church and that the Church was looking for a 20-30 acre site to expand the Church. He thought Council should lift the annexation moratorium for discussion to look at the Land Use Plan to see what would fit and how it would tie together.

Merrilyn Arnold, President of the Wynnmeade Home Owners Association, addressed Council and stated that there were a lot of people in her subdivision who were for the annexation and some who were against it, and pointed out that Council should bear in mind the fact that there was more than just Wynnmeade residents to consider. She said further that there were lots of people on this side of town and that if there were anything that would impact them, they would like to know about it ahead of time. Arnold said she wanted to make sure that everything that impacted the interests of one resident, also impacted other residents.

Brown asked Arnold if she saw the lifting of the annexation moratorium as something that was a subversive act against the Wynnmeade Subdivision. Arnold said she did not think so. Rutherford said this had to do with the Cal Beverly newspaper editorial, that it had upset the Mayor and now he wants to talk about it in a public forum and asked if Council could just get on with the business at hand.

Mark Merritt, Vice President of the Peachtree City Soccer Association, addressed Council and stated that, as a representative of the Soccer Association and as a citizen of Peachtree City, he would like Council to allow the professional staff of Peachtree City to engage in discussions and weigh the pros and cons and give the community the information. Merritt said the Soccer Association would also like to give input and that the Soccer Association felt they had been a pawn in this regard because they had never been asked for their input by City staff or John Wieland.

Brown confirmed that he had had several informal discussions with representatives of the Soccer Association. Merritt said he would like to understand the ramifications the Soccer Association had been denied. Merritt said further he would like the ability to ask questions of the Planning Commission, the City Manager, etc., so the Association could put their position together. Brown advised that the charette had been proposed for that purpose. Rapson said he thought all the associations should make the decision.

Rich Parlontieri addressed Council again and stated that he had chaired the Planning Commission for a number of years and that Peachtree City had originally planned for 80,000 people at build-out. He stated further that Council had considered annexation of this property around 1989, that PCDC had presented the plan, and that Council had

rejected the plan. He said they had considered traffic relief, alternate routes, boundaries, the fact that Tyrone was becoming more aggressive towards Peachtree City's borders and that it was too important not to have staff involved in planning.

Robin Lorber addressed Council and asked how the charette would be advertised because she wanted to make sure the word got out.

Fields addressed Council again and said that all Wieland wanted Council to do was give consideration for what they thought would be an exciting plan and give them an opportunity to have citizens provide their input. He said Wieland had suggested the two dates of June 15 and June 17 to so that everyone would have an opportunity to attend one of the charettes.

Rutherford asked if Wieland had talked to other landowners in the area and thought the answer would be to talk to the other landowners in the area. Fields said they could discuss this at the charette. Kourajian said it would be a good idea to look at the whole area.

Rapson said he thought Council was missing one key point and that he thought for perspective, that Council needed to define the box and define the level of density, development, and infrastructure that Council discussed at Retreat and that he thought the proper way to do it was to define what Council thought was proper for annexation. He asked if this was the process they wanted to use for annexation.

City Attorney Meeker advised he would have a recommendation prepared by the June 3, 2004, Council meeting. Rapson said he did not want to take action until they had everything before them. Brown commented that it should go through staff because annexation was an arbitrary decision and the City could not be forced to annex land. Weed asked Meeker for an official opinion on the moratorium. Meeker said the moratorium meant Council was trying to prevent some harm that seemed about to occur. Weed said assuming this was true, and that the City had adopted a moratorium because of that purpose, if Council were to pick and choose a moratorium and what it was applicable to, and when the City did not have a moratorium and what it was not applicable to, was Council, in effect, debilitating the moratorium and the reasons for the moratorium. Meeker said the general answer to Weed's question would be yes, but with annexation, in part, it did not matter. Meeker said further if Council looked at lifting the moratorium, Council would have to question the underlying purpose for having a moratorium in the first place; however, in the grand scheme of things from a legal standpoint, the next item on the agenda (the Multi-Family Moratorium) was more critical to maintain the consistency of the moratorium than the Annexation Moratorium. Weed asked if there was a legitimate purpose for having and maintaining the moratorium. Brown said, absolutely, because there were no legal grounds for anyone filing for an annexation and going to court and suing the City to get annexed into the City, that it could not be substantiated.

Rutherford said staff was being bombarded and that she thought the purpose of the moratorium was to give staff a buffer so they would not have to deal with anyone in the public who wanted to annex their property into Peachtree City. Brown disagreed with Rutherford's comments.

Rapson made a motion to table the item for two weeks until the June 3, 2004, Council meeting. Weed seconded the motion. Motion carried unanimously.

05-04-12 Consider Request from John Wieland Homes & Neighborhoods to Lift Multi-Family Housing Moratorium

Dan Fields, Vice President of John Wieland Homes & Neighborhoods, addressed Council and stated that the purpose of their request to lift the multi-family housing moratorium was to consider the possibility of town homes and duplex-type housing for seniors.

City Attorney Meeker advised that Council could not do anything for a number of months because Council needed to review data. Meeker said he did not want the annexation moratorium and multi-family housing moratorium tied together because they were two separate issues.

Meeker said if Council approved the process that Developmental Services would draft for the June 3 Council meeting, then he thought it would be part and parcel of the annexation application for the Council to review and consider and then lift the Multi-Family Moratorium as the subsequent item because it would all go together. By the same token it made no sense for Council to lift the Multi-Family moratorium for property that was not in the City, nor had the City decided to accept an annexation application.

Rutherford made a motion to deny the lifting of the Multi-Family Moratorium until the annexation request came back as part of that process. Rapson seconded the motion. Motion carried unanimously.

05-04-13 Consider Funding for Development Authority Member Training

Brown noted there were additional documents on the dais in this regard. Salvatore addressed Council and stated that he had a request from the Development Authority to provide funding. He said the City had previously provided funding for other needs such as the Directors and Officers insurance and audit fees. Salvatore continued that the Development Authority was not currently receiving revenue and that they were requesting funding for training and administrative expenses in the amount of \$14,255. If Council approved the funding request, staff recommended the funds be taken from the Council Contingency Fund, which would leave a balance of \$22,508 available.

Brown said he could see funding the \$8,455, but did not want to fund the remaining expenses, which consisted of the Developer Day Lunch or the Holiday Luncheon with Industry Tourism and Trade.

Rutherford questioned the legal fees and asked if the Development Authority's attorney position had gone out for bid. McMullen said the Authority planned to continue with their current legal representation and that the requested funding was just an estimate.

Rutherford asked if the Development Authority had a long-term contract for their attorney. McMullen said he could not answer that question because the Chairman of the Development Authority, Scott Formel, was not in attendance this evening. McMullen said the recommendation was that the Authority would provide any invoices for legal or administrative support and the City would pay those invoices and that only the exact number of hours billed would be paid and that no funding would be transferred to the Development Authority. Weed commented that the City should not have a contract with the Authority for legal representation anyway. Brown said he was concerned because the attorney for the Authority was also a creditor, and that if the Authority maintained the current attorney, he could not support this.

Brown asked if it would have to be in the form of a loan that would be on the City's books as a receivable. Meeker said Council could do it as a loan or as a direct payment, that State Law allowed cities to levy up to three (3) mills. Brown said he did not want to obligate the City to pay any outstanding debts for the Development Authority.

Weed said further that whatever Council decided, he wanted to be clear that in no way would the City absorb the debt. Weed said further that many of these things were basic training types of issues vitally needed for the Development Authority.

Rutherford said she thought the City could pay the training for the Authority and she wanted the Authority to have an attorney. Weed said he also wanted the Authority to have an attorney.

Weed began to make a motion, then asked McMullen when Council would have the answer on the attorney issue. The Mayor asked McMullen what the training dates were and asked staff to find out if the Development Authority members had made reservations for the training. Weed made a motion to table the matter until the next meeting so the City Manager could get the information. Rutherford seconded. Then Brown asked if all were in favor and everyone said "aye" except Rapson abstained.

05-04-14 Consider Marketing Contract with Peachtree City Tourism Association

Brown noted there were additional documents on the dais in this regard (an e-mail from the City Manager to Mayor and Council dated May 20, 2004, entitled Marketing Contract Agenda item 05-04-14). McMullen explained that this was a contract to enable the Tourism Association to market various pieces of merchandise with the City's logo. McMullen continued that the Tourism Association would purchase the merchandise, which would then be sold at locations such as the Amphitheater, City Hall, Library, Recreation, etc., and were looking to capitalize on the items at the July 4th parade. McMullen said the contract was presented at the Tourism Association meeting on Wednesday, May 19, and that the Tourism Board had made one change to add Exhibit "A," which was a slogan and logo. McMullen said in addition, they had received three other comments from the City Attorney regarding revisions to the document. McMullen said he did not have time to get these changes on the agenda for the Tourism Association meeting last night, but that the changes were in Section One, third paragraph, which

changed the language from *City Manager* to *City Council*, and that the paragraph on negotiations of disputes had been deleted.

Rutherford asked if this was a contract between the City and the Tourism Association and asked if it was appropriate for Rapson and Weed to vote on the contract. Meeker said yes, because they did not have a personal interest in the contract.

Brown said that in the third paragraph, Section A, did not need to include the use of the logo in whole or in part because it was a trademark and was covered universally. Meeker confirmed that was correct.

Rutherford made a motion to approve the contract between the City of Peachtree City and the Tourism Association and to incorporate the changes that were emailed to Council. Rapson seconded the motion. Motion carried unanimously.

05-04-16 Consider Changes to CAR 8-3

Administrative Services Director/City Clerk Jane Miller addressed Council and stated that Council had requested clarification in the existing CAR about the method used to determine the percentage of funding and that Council had suggested that staff develop a form for a more formal process. Miller explained that the revised CAR 8-3 clarified a little better just how the determination was made and noted that the City had been shorting some non-profit agencies by the way the percentage was being applied. Miller continued that the form incorporated basic information and financial information. She said for 501(c)3 organizations, the City would request a copy of their Tax Form 990, which contained financial data.

Rutherford asked if the application should be submitted by June 1st for the next fiscal year. Miller said yes.

Rutherford said she was pleased with the changes to CAR 8-3. Rapson said staff should contact the non-profits to advise them of the new requirements. Miller said the City had only regularly received requests from two agencies and that she had been in touch with them. Those two agencies had requests for FY 2004, which Miller would bring to the next Council meeting for consideration.

Rapson made a motion to adopt the changes to CAR 8-3. Rutherford seconded the motion. Motion carried unanimously.

05-04-17 Consider Agreement between City and Tourism Association for Distribution of Hotel/Motel Tax

Brown noted there were additional documents on the dais in this regard (an e-mail from the City Manager to Mayor and Council dated May 20, 2004, entitled FW: Hotel/Motel Tax Info and the Agreement for a Certain Portion of the Hotel/Motel Tax to be Expended to the Peachtree City Tourism Association for the Purpose of Promoting Tourism, Conventions and Trade Shows). Financial Services Director Paul Salvatore addressed Council and stated that the Tourism Association had obtained 501(c) 6 status, which

enabled the City to distribute two-thirds (2/3) of the Hotel/Motel tax that the City currently receives in revenue to the Tourism Association. Salvatore said staff recommended that Council approve the agreement, and that if approved, a budget amendment would be forthcoming. He said a separate agreement would be entered into between the Tourism Association and the Peachtree City Airport Authority to provide funding to the Authority in an amount equal to the previous agreement between the Authority and the City and that the remainder of the Hotel/Motel tax provided to the Tourism Association would be used to promote tourism, conventions and trade shows as defined in O.C.G.A. §48-13-50.2.

Rutherford commented that this money was currently in the General Fund and asked what would happen to the money in the General Fund. Salvatore said general fund projects would be transferred over to the Tourism Association and paid by Hotel/Motel tax (i.e., fireworks for 4th of July). Brown pointed out that there was a spreadsheet attached and asked if there were any funds anticipated for the Development Authority. Salvatore said not out of the Hotel/Motel tax.

Weed suggested that a paragraph be added to the agreement relative to the title to supplies, materials, equipment or other personal property remaining with the City.

Rutherford made a motion to approve the agreement between Peachtree City and the Tourism Association with the changes suggested by Weed. Rapson seconded. Motion carried unanimously.

05-04-18 Consider SPLOST Project List

Brown noted there were additional documents on the dais in this regard (an e-mail from City Manager to Mayor and Council dated May 17, 2004, entitled Peachtree City Project List for SPLOST). Weed read the second paragraph of Fayette County Commission Chairman Greg Dunn's May 17, 2004, letter in this regard.

Pursuant to current SPLOST requirements, all projects must be listed as "county" projects. Therefore, we are asking your city to provide us with your list of transportation projects to be included in the total county list as a means to achieve the overall goals of using the funds in accordance with the 70/30 formula as we have previously agreed.

Weed said he wanted to make it very clear that Peachtree City never agreed to a 70/30 formula.

Rapson referred to Mayor Brown's letter in response to Dunn's letter dated May 17, 2004, and said he would prefer that the letter be signed by the entire Council and not just the Mayor. The Mayor was supportive of this recommendation.

McMullen said the county could vote and approve the project list in order to come up with the total amount. Or, they could take the projects out of the transportation plan.

Brown said the county, under the old guidelines – pre-July 1, 2004, have arbitrary authority to take things off the list and rearrange the priority list. The County was attempting to vote on the SPLOST list prior to the July 1, 2004, change in the law regarding SPLOST.

Rapson said by adopting and giving the list to the county, Council would be putting the county on notice that, if it passes, the county has to honor it. Rapson stated he was also opposed to the 70/30 formula, that Peachtree City needed to protect themselves. Rapson said hopefully, there would be further negotiations.

Weed asked Meeker if he had had an opportunity to review the Mayor's letter because he had concerns that City Council had implied they agreed to the 70/30 split. Meeker revised the Mayor's letter to include the sentence and Rapson read this into the record.

Rather, the attached simply responds to your request of May 17, and the unilateral decision by Fayette County with respect to Peachtree City' allocation.

Rapson said he felt a 60/40 split was not equitable either, and that he hoped the county would reconsider because they were missing an opportunity.

Rutherford said she would like to see the city work with the county if we can get the split the city would be comfortable with and that she felt there were other serious issues that needed to be dealt with as far as City residents paying for services they do not get.

Brown made a motion to approve the letter that city staff submitted to the County Commission Chairman with the City Attorney's changes. Rutherford seconded the motion. Kourajian amended the motion to delete the words "at all" in the second sentence of the second paragraph and to substitute "Fayette County" for the word "you" in the third sentence of the third paragraph. Rapson amended the motion to copy the Fayette County Commissioners and the Mayors of the surrounding municipalities in Fayette County. Brown accepted the friendly amendment. Rutherford seconded the amendments. Kourajian reiterated that he felt 60/40 was an acceptable split. After some discussion, Kourajian asked Council and Mayor Brown if they would support a 60/40 split and each member agreed. Motion carried unanimously.

Brown made a motion to continue the meeting past 11:00 p.m. Rutherford seconded the motion. Motion carried unanimously.

Rutherford moved to go into Executive Session. Rapson seconded. The motion carried unanimously.

Rutherford made a motion to end Executive Session. Rapson seconded. Motion carried unanimously.

Rutherford made a motion to authorize the Mayor to sign a contract for a land swap with John Proffitt, _____ ?? seconded. Motion passed unanimously.

Rutherford made a motion to deny the ante litem notice regarding the Cahill property.
_____? Seconded the motion. Motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn the meeting.
Weed seconded. The motion carried unanimously. The meeting adjourned at 11:28 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Gloria Reid, Recording Secretary

City of Peachtree City
Minutes of Regular Meeting
June 3, 2004
7:00 p.m.

The City Council of Peachtree City met Thursday, June 3, 2004, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown recognized the Starr's Mill High School Girls Soccer Team as the State AAAAAA runners-up.

Brown announced that a workshop on the proposed smoking ban would be held Wednesday, June 16, 6 p.m., at City Hall. A draft copy of the ordinance was on the City's website. Everyone interested was welcome to attend the workshop.

Brown moved to move agenda item 06-04-01 Consider Annexation Request Process before agenda item 05-04-11 Consider Request from John Wieland Homes & Neighborhoods to Lift Annexation Moratorium. Rapson seconded. The motion carried unanimously.

Minutes

Rutherford moved to approve the May 6, 2004, regular meeting minutes as amended. Rapson seconded. The motion carried unanimously.

Rutherford moved to table the May 20, 2004, regular meeting minutes until the June 17 meeting to give Council time to look over the proposed changes. Rapson seconded. The motion carried unanimously.

Monthly Reports

Brown noted the July 4 activities that would be held on Saturday, July 3. The parade started at 9 a.m., the concert started at 7 p.m., and the fireworks started at 9:30 p.m. City offices would be closed on Monday, July 5.

Brown noted that lawsuit legal fees were down substantially – over \$94,000 last year compared to just over \$33,000 this year. Brown said that alcohol and drug-related arrests had increased significantly. The top five accident sites for last month were GA 54/Huddleston Road, GA 74/Peachtree Parkway, GA 54/GA 74, GA 54/Planterra Drive, and GA 54/Line Creek.

Rutherford noted that response times for the Fire Department had improved even though there were more calls.

Rapson said he was working on a project called Health Indicators for Fulton County, which indicated whether a city or county was healthy from a residential, commercial, and

environmental viewpoint. The City's single-family residential permits were up 35%, and pool additions and fences were up 15%. There was an increase in numbers attending Recreation classes, as well as per capita library circulation. Street patching had gone up two and one half times, cart path paving was up one and one half times, and vandalism repairs were down 82%.

Rapson asked if the Briefing on the Status of TDK Blvd. Extension under Council/Staff Topics could be moved to the beginning of the meeting so members of the Airport Authority attending the meeting could hear the briefing.

City Engineer Troy Besseche briefed Council. Besseche said the runway safety area at the north end of the runway extended 1,000 feet beyond the runway and over the proposed road. City staff met with Airport Authority members, airport staff, and the Federal Aviation Administration (FAA) to look at alternatives to resolve the conflict. They had looked at a couple of ideas, and the proposal to realign the road prior to construction around the runway safety area looked like the best solution; however, that route was in conflict with holes five and six at Planterra Ridge Golf Course. The holes would have to be relocated. The golf course liked the proposal since the holes could be improved, and they would be able to include Lake McIntosh to create a water hazard.

Besseche said they were now looking at how to accomplish the alternate proposal, and some scheduling problems had been created. He continued that the bridge construction would control the timeline of the project. They were looking at the schedule and funding for the realigned portion of the road, as well as right-of-way acquisition. Staff met with the FAA last week to see if federal or state funds were available, but timing was an issue. No commitments regarding funding could be made at this point.

Rutherford asked what the timeframe for construction was. Besseche said construction should be complete next summer, barring any snags with property acquisition.

Consent Agenda

- 1. Consider CSX Agreement – Multi-use Bridge Project Inspection Services**
- 2. Consider Extension of Term of Library Commissioner**
- 3. Consider Georgia Transmission Corporation Easement Modification**
- 4. Consider Budget Amendments**
- 5. Consider Provider for Compressed Natural Gas**
- 6. Consider Planning Commission Appointments**

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

Old Agenda Items

05-04-03 Consider Variance Request – 310/312 Peachtree Parkway North

Brown noted there were additional documents on the dais – an interoffice memorandum to Mayor and Council from the City Engineer dated June 1, 2004, and entitled Variance

Request, 310/312 Peachtree Parkway North; a letter dated May 28, 2004, to Jeff Williams at TDK; and a site map from Peachtree Holdings, LLC, dated January 8, 2002.

Besseche referenced some photographs he took on the site and noted that staff had been directed to look at sight distances for the original proposed location (Point #1) for the driveway, the northernmost portion of the tract. The sight distance looking south at that location measured 159 feet.

Besseche said the sight distance at Point #2, the existing drive at the TDK house, was much better. The sight distance south was about 350 feet, which was adequate.

Besseche noted another possible site that he had discussed with Nicholas Fouts, the property owner. Fouts had discussed a possible land swap with TDK in order to locate a driveway north of his property. The sight distance to the south at this location measured 250 feet.

Besseche said he and Fouts had also discussed how sight distances were measured and they agreed that it was best to take the most conservative and safest approach to measuring the sight distance, which was to assume the vegetation would be close to what it was currently along the Parkway, whether it was maintained by Fouts or the City.

Besseche said staff recommended Council deny the original variance request and approve access at the existing TDK driveway, which was listed as an access easement

Nicholas Fouts, property owner, addressed Council and told them that Besseche was taking the most conservative route with the sight distance. He said his property went to the centerline of the creek, which could be easily cleared of brush for a few feet to give a better sight distance. Fouts spoke with Jeff Williams of TDK earlier in the day and Williams was opposed to tying the driveway onto the parking area in front of the TDK house. Fouts added that Williams also preferred the land swap rather than having the driveway go behind the TDK house. Fouts noted that his request for a private driveway should be the last curb cut on Peachtree Parkway. He added that the driveway made more sense because of the street numbering and was more aesthetic.

Kourajian asked Besseche why he did not support another curb cut. Besseche explained that it was for safety reasons, as well as to preserve the purpose of the restriction in the first place, which was to preserve Peachtree Parkway as a scenic road. Besseche added that staff also did not feel the application met the requirements for approval of a variance request.

Weed asked Besseche to go over the criteria to be considered for a variance request. Besseche said he could go over them in general, but not specifically. City Attorney Ted Meeker noted the standards were on pages two and three of the memo.

Rapson referred to Proposal #4 and said it appeared as though all the vegetation would have to be removed. Besseche said there was a tree that blocked the view and he would feel comfortable if the tree was removed and the area kept clear. Besseche added that there were no guarantees in the future that a future owner or the City would maintain the sight distance. He continued that it was the nature of the Parkway to be shaded and the vegetation was allowed to grow.

Rapson said his concern was public safety. He noted that people were either driving at the speed limit or exceeding it in the vicinity of the driveway. He said it was hard for people at the TDK house to get in and out. Rapson said he would still be concerned even if the trees and bushes were taken out.

Kourajian said it would be difficult to buffer the driveway behind the TDK house since the driveway came right up to the house in some places. Kourajian said he understood about the sight distance going north, but pointed out there were already driveways in the vicinity going south and people should be slowing down. He asked if there could be something in the variance regarding maintaining the area to keep the sight distance. Besseche said the City would have to enforce it in the future, and it would be difficult if a future resident refused to maintain the area around the driveway.

Brown moved to deny the variance as proposed and to approve access at the existing TDK driveway. Weed and Rapson questioned whether it was necessary to approve the access point since it was already on the map. Meeker said he would add the access point to the motion as a clarification. Rapson seconded.

Rapson noted that the easement would be used when the property behind Fouts' parcel was developed. Fouts asked if it would not be better to use that easement for future development and not add his property to it. Rapson pointed out that the easement was on Fouts' property and was designed for a drive. Fouts said the land was not usable, except for the property owner behind him to access their property. Fouts said that was why the land swap with TDK was the option he preferred. Rapson said putting a road anywhere near the curve was a problem.

Weed told Fouts that he did not like voting against good people, but there had to be an extraordinary, exceptional, or peculiar condition to apply the variance standards in the code. He said the evidence was not there for him to vote in favor the variance and that the warrants had not been met. Weed said the traffic situation would only be worse if the variance request were approved.

Fouts said he was also concerned about safety when he looked at how the street numbers would go. Saint Andrew's was 316, TDK was 314, and his driveway would be 310 and 312 and located just prior to TDK. He felt the confusion that could be created for emergency vehicles was the only legitimate safety concern.

Rutherford noted previous discussions regarding the number of houses allowed on a private driveway. She asked if Council would be creating an illegal situation by approving the existing TDK driveway as the access to the Fouts' property. She noted that, if Mr. Stout built homes on his four-acre parcel, there would be more than two homes accessed by the driveway. Meeker said that problem could potentially be created down the road, but a variance request would be required of other property owners to use the easement.

The motion carried 3-2 (Kourajian, Rutherford).

06-04-01 Consider Annexation Request Process

City Planner David Rast told Council that staff had looked at the annexation processes used in different communities and the Development of Regional Impact requirements from the Department of Community Affairs. Staff recommended Council lift the annexation moratorium entirely and adopt the two-stage process for review of annexations recommended by staff.

Rast explained that the first stage was an overview of the process and included a general report from the applicant. The applicant's plan should adhere to the City's established comprehensive plan and would include the goals and objectives of the comprehensive plan and how the proposed plan for the annexation applied. After staff review, the initial application would go to Council for a decision on whether or not the applicant should move forward with the process. Council's approval to move forward with the process had nothing to do with whether the annexation was eventually approved.

Stage two of the process required very specific criteria regarding the number of units in the proposed development, taxes, services to residents, requirements from the City, and how the schools would be impacted. The Planning Commission would look at the application first, then the application would go to Council for a decision. Rast pointed out that the application was still in draft form. He continued that the application was very similar to the requirements for Developments of Regional Impact, an established document used throughout the area, and added some of the City's own criteria. Rast said the process would be comprehensive and he did not expect a flood of annexation requests should Council lift the moratorium. The process also gave staff some criteria in looking at properties outside the City that staff might want to consider bringing to Council for annexation.

Weed said he understood that the reason for the annexation moratorium was due the number of requests and the fear that staff would be overwhelmed. He asked Rast if that problem still existed. Rast said it did not. Rutherford pointed out that most of the work required for the application was on the part of the applicant. Weed said that in order to accomplish the procedure the City had to comply with the Zoning Procedures Act and run a legal notice not more than 45 days prior to and not less than 15 days prior to the public hearing. Weed asked if Rast was waiting for Council to tell him to proceed. Rast said

yes. Brown noted that House Bill 709 had annexation language that made the process more controlled than it had been, and that bill went into effect on July 1.

Rutherford said she appreciated everyone's efforts. The onus was now on the applicant to do the legwork, but staff was involved from the beginning. Rutherford moved to initiate the text amendment to the zoning ordinance that would lift the moratorium on annexation. Rapson seconded.

Rapson noted that the first part of the application was for the applicant to provide information. If the City felt the plan fit in with the City's plan, then the applicant would move to Stage Two. Rapson had two recommendations for the process. He said, under the Housing provision in Stage One, he wanted to know the density of any development and what was going to be built. Rapson said he wanted to eliminate any doubt. Rapson also wanted to see the County's land use and zoning information for the property. Rapson said the information would help him make a better decision. Rapson asked Rast how much staff time would be involved since there were still items staff had to validate. Rast said he did not see staff time as an issue or to be overly time-consuming.

Weed asked if Council had to lift the moratorium to initiate the text amendment. Meeker clarified that lifting of the moratorium would be done in conjunction with the text amendment.

Rutherford amended her motion to initiate the text amendment to the zoning ordinance to potentially lift the annexation moratorium in the future and to include information on the property's zoning in the County or City where it was located. Rapson seconded.

Rast asked if Council wanted more information on housing in the application. Rutherford said no since some developments might be commercial, and that portion of the application would not be filled in. Rapson said he just wanted to know about the housing in detail. City Manager Bernard McMullen suggested that the applicant identify what types of development there would be if the plan were residential. Rutherford added McMullen's suggestion to her motion. Rapson seconded.

The motion carried unanimously.

05-04-11 Consider Request from John Wieland Homes & Neighborhoods to Lift Annexation Moratorium

Brown noted there were additional documents on the dais – a letter from Jim Whittle and an e-mail from David Kettelhut of the Peachtree City Youth Soccer Association. Brown asked McMullen and Meeker if the request should just be tabled. Meeker noted that the ordinance had to go through the Planning Commission process, so it should take about 45-60 days.

Rutherford moved to table the request for 60 days. Rapson seconded. The motion carried unanimously.

05-04-13 Consider Funding for Development Authority Member Training

McMullen said there had been a number of questions about this agenda item at the last meeting, and he had met with Development Authority Chairman Scott Formel. He noted that the next training for Authority members was October 13-14, which would be in FY 2005, but with pre-registration, the funding would be needed this fiscal year. The Development Day lunches were held once a quarter, so there would only be two at most remaining. The Holiday Luncheon was not until December and funding would not be required until the next fiscal year and would be included in the budget. McMullen said the maximum needed was \$8,855.

Brown asked Meeker if, by paying these expenses, that would put the City in the position to pay the Development Authority's outstanding debts. Meeker said the funding could not be utilized for past expenses, but only for expenses from this point forward.

Brown said he was very concerned about the legal expenses, especially if the Development Authority kept the same attorney. Brown said the Authority's attorney was also a creditor and was the attorney of record for the loans taken out by the Development Authority. He said he would not approve payment for legal services to someone who was a creditor.

Rutherford clarified the expenses through the end of the fiscal year. She said the total she calculated was \$3,800. McMullen said the Development Authority's request was for the whole year since they had no funding at all this fiscal year. Kourajian asked if the Authority had had legal and administrative expenses to this point. McMullen said the expenses had accumulated, but had not been paid.

Kourajian asked if Council approved money for a year, would any of the funds go to pay back pay. McMullen said, based on Meeker's determination, the only thing that could be done was to pay expenses from this date on forward. Meeker said any time old expenses were paid, there was a blending of old debts. Kourajian asked how the Development Authority was different today than it was yesterday. Meeker said the Development Authority had not gotten any funding from the City and would now get funding. McMullen agreed that the money needed for the remainder of the fiscal year would be about \$3,800.

Rutherford moved to approve the following funding for the Development Authority for four months: \$255 for Chamber of Commerce dues, \$1,000 for training; \$400 for four months of administrative fees; and \$500 a month for legal fees that must go out to bid and could only be awarded to anyone who was not a creditor of the Authority; and \$200 for one luncheon. Brown seconded.

Kourajian asked for clarification of creditor and whether it was a creditor to the Development Authority or to the City. Brown and Rutherford both said Development Authority. McMullen said the total would not exceed \$4,250.

The motion carried 4-0-1 (Rapson).

New Agenda Items

06-04-02 Consider Kedron Village Expansion Conceptual Site Plan

Brown noted there were additional documents on the dais – a site plan from Phillips Partnership marked CP-5; a letter from Peachtree Law Group to Mayor and Council on behalf of St. Simon's Cove Homeowners Association; and a packet of documents marked October 10, 2003, from David Rast, City Planner, to Planning Commission and Applicant entitled Kedron Village retail center, Phases 2 and 3.

Rast noted that Council had received a revised conceptual site plan for the Kedron Village expansion and a memo dated May 28, 2004, with facts outlining the site plan and staff's conditions and recommendation. He continued that the site plan had been compared to the consent order terms, and staff's position was that the plan met the consent order terms. There had been some issues about subdivision of the property and setbacks, and the revised plan submitted on Wednesday, June 2, had included the changes. Rast said Conditions 1, 2, and 3 could be deleted from staff's memo to Council dated May 28, 2004. Rast said it was staff's recommendation that Council approve the conceptual site plan with the remaining conditions listed in the staff memo.

Brown said Council had received a substantial amount of material just before the meeting and he felt very unprepared for such a substantial issue. He continued that Council had also received a statement of needs from the St. Simon's Cove subdivision, and he wanted more time to examine everything and to let the St. Simon's representatives look at the current plan (CP-5). Brown said other information had referenced CP-3 and CP-4, and he had not seen CP-4. He noted that the Kedron homeowners had seen CP-5. Rast explained that the only difference between CP-5 and CP-3 was how the internal lot lines were drawn.

Brown moved to table the concept plan until the next meeting to give everyone, including the homeowners in the area, time to review the plan and staff time to revise its position paper to show which conditions had been met. Kourajian seconded.

Rapson agreed that Council could make a mistake after receiving the information at the 11th hour. He also had not had time to review the new information. He noted that a lot of people were at the meeting and suggested they be given a chance to speak.

Rapson asked if it was appropriate to have comment if there was a motion to table the time. Meeker said Council was then adding another agenda item, a public hearing. Once there was a vote to table an item, it was done. Weed noted that the comments might not be based on all the facts, but said if the people wanted to be heard, then he wanted to hear what they had to say.

Weed asked Brown to withdraw his motion. Brown withdrew his motion. Kourajian withdrew his second.

George Rosenzweig, attorney for Faison, the developer, told Council he was almost at a loss for words. He said there seemed to be no process. There was a clear court order on who the parties were and who had the right to do what. There was a City code that set forth requirements for a conceptual site plan. Conceptual site plans were fluid by nature, and it was not unusual to have minor technical tweaks to the plan. The last minute changes were technical setback requirements for commercial subdivisions. Rosenzweig noted that he had not seen the letter from the St. Simon's Cove subdivision, but they were not a party to the lawsuit. The road was located to protect St. Simon's interests. The St. Simon's residents had not shared their concerns with the developer. The hearings had been well advertised and were well known. Rosenzweig said there was a problem with scheduling if the plan were tabled. There were people attending the meeting ready to be heard. To de-rail the process based on someone who was not a participant in the lawsuit was unfair.

Weed asked Rosenzweig if he was alleging that Council was violating the consent order by tabling the plan. Rosenzweig said it was unfair, but tabling the plan did not violate the consent order.

John Turner of St. Simon's Cove said he understood the frustration, but his subdivision had been involved in the process. He said the residents felt they were being represented, but had not been told before the settlement and never had any idea the entrance would be moved from Regents Park to a new location behind their neighborhood. Turner said their residents had discussed buffering with Rast and then the road was moved to a location behind their subdivision. No one was called, and the residents were never asked if this entrance was a better one than Regents Park. Turner said his subdivision's residents never said the developer could not put the entrance there, but had tried to come up with an alternative that would work for all the neighborhoods. Turner said they were very concerned about safety since St. Simon's was at the end of a downhill slope, was on a curve, and thousands of cars would be making left turns in both directions on Georgian Park.

John Hedge of the Lake Kedron Homeowners Association told Council that he and Tim Wedemeyer had both met with the St. Simon's Cove Homeowners Association president, who was Bill Small at the time, about the consent order. Hedge said item 2a of the consent order addressed the outparcel and shared parking. Item 2i addressed the installation of reasonable traffic calming measures. Hedge said they reserved their right under points three, four, and five of the consent order, which dealt with a site plan that complied with the consent order and items related to the final site plan.

Hedge said the biggest issue in the plan was parking, both the parking shown on the plan and the parking that was required. The minimum number of spaces required by the City was 924 spaces, and the plan showed 1,154 spaces. The last sentence of 2a in the consent order read "The outparcel may share parking with other developed areas." Hedge said the critical word was "may." He continued that "may" allowed the developer the right to use other parking spaces. One of the requirements of the settlement was that the

outparcel structure use existing parking spaces for the other square footage. Hedge said it was a requirement. "May" meant an implied right in this sentence. He said the legal interpretation was that "may" meant "shall; must." Hedge said they had an absolute right to use existing parking, not the right to see if they wanted to use it or not. Hedge gave the Council Members a copy of the agreement signed on March 25 when the terms of the consent order were negotiated. He noted that Rosenzweig had signed on behalf of the developer. Hedge alluded to bullet point three, which read, "Additional development of the one remaining outparcel, not to exceed four acres, to no more than 50,000 retail square feet with shared parking." Hedge continued that the site plan used every square foot of bricks and mortar, or blacktop, allowed. The plan violated the spirit of the consent order.

Hedge continued that the agreement also noted three parcels of property – the Target property under contract for disposition, which took virtually all of the available greenspace; the outparcel with the detention pond; and the remaining piece, which was 90,000 square-feet of retail space and all of the parking. Hedge said he wanted the calculations for the impervious surface for the development broken down into the three parcels. The only open space for the runoff was north of the development and was 20-30 feet higher in elevation than the midpoint of the parking lot. Hedge said the runoff from so much impervious surface would all go downhill to the stream, and there was nothing to buffer that. Hedge said he did not think the plan complied with the consent order. Brown asked Hedge to write down his points and send them to him.

Cindy Zeldin, newly elected president of the St. Simon's Cove Homeowners Association, asked Council why the entrance was changed from Regents Park. Zeldin said she had only lived in the City for three weeks and did not have any knowledge of what had gone on before she moved. Brown said there was a long answer, and he would get the information for her. Rutherford pointed out that the City wound up in court over the Regents Park entrance. Zeldin said she was very concerned about the safety factors and truck traffic on Georgian Park.

Turner said their subdivision was told about the entrance after the consent order was signed. Brown said when the vote was taken on whether to accept the consent order, he had called Hedge and asked him if the entrances were acceptable. He also asked Hedge if the St. Simon's residents and the condominium residents had been told about the changes and Hedge said they had not. Tim Wedemeyer said there was a meeting with St. Simon's later that day.

Rosenzweig addressed some of the questions asked by the residents. He pointed out that there was shared parking with the outparcel and the non-Target commercial tract. He continued that traffic-calming measures were at the discretion of the City Engineer, and there would be a final report. Traffic calming was also a final site plan issue. Rosenzweig said the commercial parcel had a pervious surface that should meet the ratio. On the final site plan, they would have to meet the 75% requirement. The City required

minimum parking, not maximum parking. Rosenzweig pointed out there were also a lot of golf cart spaces, and the ratio might be deceptive because of that.

Rosenzweig addressed safety and truck traffic questions. He said the trucks would use the first entrance off Georgian Park and the entrance across from Amli Apartments. The plan complied with the court order, and the City Attorney and planner had given their opinions. He said it was hard to conceive that St. Simon's Cove had not had the opportunity to be involved since there had been a number of hearings and stories in the newspaper.

Brown reiterated that he had not seen the changes to the site plan until the morning of the special called meeting. Brown said if he had not seen them, then he knew the other residents had not seen them.

Rapson said Rosenzweig had used the term "de-rail" several times. Rapson said he represented the people of Peachtree City and he had not been at the meeting where the vote to accept the consent order was taken, but he had met with the developer's attorneys three weeks prior to the vote on the consent order. At that time, the 50,000 square-foot parcel and the road were not on the site plan and he did not see them until after the vote. He said the 50,000 square-foot outparcel was news to him. Rapson said he would argue over substantial compliance and wanted input from all involved. Rapson continued that there were still eight major problems with the conceptual site plan and he was not going to approve anything at the 11th hour. This was the last major development the City would see, and staff and the developer had worked well together. Staff should have made sure the developer had gotten the staff comments on the conceptual site plan earlier.

Rutherford said every resident in the City had a concern with everything that happened in the City. The public hearings had been long and arduous. The people of St. Simon's had chosen not to use that opportunity. Everyone was given the opportunity to be involved and could have attended every meeting, since it was in their neighborhood. Council and staff had talked to everyone at the state they could, but the state was not going to give a curb cut on GA 74. She understood that everyone wanted to be heard and she agreed there were too many parking spaces. Rutherford asked what Council would do in two weeks that it could not do at this meeting.

Brown said he would be better informed in two weeks and wanted to make an informed decision. Rutherford said every public meeting had been an opportunity for every resident to attend and learn about the project.

Rapson said he did not know the details until after the consent order had been signed. Weed told Rapson that he had made a personal choice not to attend the special called meeting. The others chose to attend and Weed stood by that vote. Weed said he was in favor of tabling the plan since they did get everything late. Rapson said he made plans to have his vehicle serviced prior to the notice for the special called meeting and his

problems with the consent order were known that day. Weed told Rapson he was not present at the meeting to tell him what he thought.

Brown moved to table the conceptual site plan until the next meeting to give time to do more research. Rapson seconded. The motion carried 4-1 (Rutherford).

06-04-03 Consider Request from Fayette Senior Services for Funding

Administrative Services Director Jane Miller addressed Council and noted that they had clarified the process for determining funding for non-profit organizations at the May 20 meeting. Previously, Fayette Senior Services had requested \$7,500 and Council awarded the agency \$2,250 earlier based on the percentage calculation that had been clarified. They were now asking for \$5,250, the remainder of the \$7,500 to which the organization was entitled under the revised policy.

Rapson moved to approve the request from Fayette Senior Services. Weed seconded. The motion carried unanimously.

Rutherford moved to authorize the Mayor to sign the agreement. Rapson seconded. The motion carried unanimously.

06-04-04 Consider Request from Fayette County Council on Domestic Violence for Funding

Brown noted that there was an additional document on the dais – 990 Organization Exempt from Income Tax dated June 30, 2003.

Miller said the Council on Domestic Violence had sent a request earlier in the year for \$7,500. Miller said she held the request since Council was to discuss funding for non-profit organizations at Retreat. The request was for \$7,500.

Rapson moved to approve the Fayette County Council on Domestic Violence for funding and to authorize the Mayor to sign the agreement. Rutherford seconded. The motion carried unanimously.

06-04-05 Consider CAR on Consent Agenda

Miller noted that Council had discussed establishing a written regulation on criteria for what went on the Consent Agenda.

Rutherford asked where the \$250,000 or less amount came from. McMullen said the amount came from him. Rapson said the amount was also discussed at Retreat. He continued that even though a \$600,000 amount might be budgeted, Council still wanted to know when the contract was approved. Rutherford said she knew that many of the items had been approved in the budget, but she felt Council should still look at the contracts since it was still a quarter of a million dollars of taxpayer money.

Kourajian said the amount was already budgeted, so it had been approved. Rutherford said it was good when the Mayor read all of the items on the Consent Agenda so the public would know what was to be voted on. She said they always let people talk at meetings, but then they voted on a \$250,000 item and people did not even know what had been done. She reminded Council about the skateboard park monitor who came to a meeting because his position was being reclassified to The Gathering Place and lost his job before he knew about it because the matter was on the Consent Agenda.

Brown said the Consent Agenda was always published for review. Rutherford said people did not always realize what was happening when items were on the Consent Agenda.

Weed asked Rutherford if there was a magic number for consideration, \$50,000 or \$100,000. Rapson said \$250,000. Rutherford said that would be fine. Brown reminded the Council that they could pull any item off the Consent Agenda for discussion.

Rapson said he would like to see one change to the CAR. He said if staff knew there was a bonafide conflict of interest for any Council Member, then the item should not be placed on the Consent Agenda.

Weed moved to approve the changed CAR with the additional change from Rapson. Kourajian seconded. The motion carried unanimously.

06-04-06 Consider Request for Funding for Glenloch Baby Pool Upgrade

Brown noted there were additional documents on the dais – a letter from the Mayor to Cat Sweeney; a letter to the Mayor from Cat Sweeney; and letters from Ellen McRae, Eileen Sargent, Cathy Shaw, Teresa Bowman, Beth Ross, and Michelle Cole.

Recreation Administrator Sherry McHugh addressed Council and said they were requesting \$12,800 from Council Contingency to rework the Glenloch baby pool. The work included chlorination, filtration, and the addition of a water feature. Next year, the Recreation Department wanted to spend \$40,000 to put in a pavilion, relocate the playground equipment closer to the tennis courts, and move the basketball court out into the park in a visible area. McHugh said they had requests from neighbors and the general public for some type of water feature in the baby pool.

Weed asked how much would be left in Council Contingency after this project. Rapson asked McMullen if the Tourism Association was getting ready to reimburse the City \$67,000 for expenses. McMullen said the audit was underway to determine how much was to come back to the City.

Weed moved to approve the funding request for the Glenloch baby pool upgrade. Rutherford seconded.

Rutherford referred to the \$40,000 to be spent in FY 2005 and said she would like for that to be done this year. She wanted to send a message that the neighborhood was important to Council and they wanted families there. Rutherford suggested a friendly amendment that \$52,800 be spent, \$40,000 from PIP Contingency and \$12,800 from Council Contingency. Weed accepted the friendly amendment and Rapson seconded.

McMullen answered Weed's question saying approximately \$19,600 would be left in Council Contingency. Weed asked if the \$67,000 from the Tourism Association would go back into Council Contingency this year. Assistant Finance Officer Janet Camburn explained that the \$57,000 that Council advanced was not for the Tourism Association, but was for the funds set up to run the Amphitheater and Tennis Center for the seven weeks the venues were operated by the City. Camburn did not anticipate that money going back into Council Contingency since there were not enough revenues coming into the venues during that time period. Rapson clarified that the loan to the Tourism Association (the \$67,000) would be paid in full. Camburn said that was true. She continued that the Tourism Association paid back the loans to the City, but that had nothing to with the \$57,000 used during the time the City operated the venues.

Kourajian asked if the City had resources to move the 2005 upgrades up. McMullen said that was all contract work and bid packages would be sent out. Rapson added that FY 2005 started in October. If the work were done this year, then they would not have to wait another full cycle to get the work done, so the work would be expedited ahead a full year.

Kourajian was concerned that the work might take the venue away from the residents during the heavy summer usage time. McHugh said the soccer fields were not currently in use and they would only be relocating the playground equipment. The basketball court would be moved out into an open area where it could be seen and away from the tennis courts so those hanging out at the basketball court would not be heckling the tennis players. Kourajian said he wanted to make sure, since school was out and children would be using the park to play. McHugh said they might wait for school to start to move the playground equipment, but the pavilion could go up anytime.

The motion carried unanimously.

**06-04-07 Consider Transportation Enhancement MOU for Phase 4 of GA 54
East Landscape Enhancement Project**

Rast told Council several applications had been submitted to the GA Department of Transportation, and funding was awarded for the completion of the GA 54 East landscaping enhancements, which would complete the project from Peachtree Parkway to the eastern City limits by Lexington Circle. Items included in the project were the cart path in front of the cemetery and the landscaping required by DOT for the cart path.

The amount requested was \$225,000 in total project costs, and the City was awarded \$201,000, with a local match of \$33,568. Rast said a lot of work would be done in-house

and that could be used as part of the local match. The Memorandum of Understanding (MOU) had to be signed to get the process moving.

Rast continued that the landscaping project was in the proposed 2006 Public Improvement Program. The planning and engineering funds were in one fiscal year and the construction funds were in the next year. The in-house work that could be used included his time and Public Works time. Rapson noted they had to identify as much in-kind work as possible so cash would not have to be spent.

Rutherford moved to authorize the Mayor to sign the MOU for Phase Four of the GA 54 East Enhancement Project. Rapson seconded. The motion carried unanimously.

Council/Staff Topics

Discussion on Summer Dress Policy for Council Meetings

Kourajian asked if there was a dress policy for Council meetings. Meeker said the charter was silent on the dress code issue. Brown said a previous Council had brought up the issue. Brown felt that he should be in business attire since he gave out awards and the photos were on websites and in the newspapers. Kourajian said staff should also dress less formally during the summer. The Council Members left the matter at personal preference.

Brown noted that this year was the City's 45th anniversary and he suggested getting some pins to celebrate. McMullen said they were looking at prices and at least 500 would have to be ordered for a price break.

Kourajian recalled the May 6 meeting and the discussion on the July 4th parade. He said he understood the policies would be implemented next year; however, the 25% limit on commercial entries was apparently in place this year. Several businesses had contacted him already. Kourajian said he had no problem limiting the businesses, but was concerned that first-come, first-served might not be appropriate and might not be reflective of what should be in the parade. He asked if he misinterpreted what took place at the May 6 meeting.

Rapson said that, as a Council, they did limit the parade to 25% commercial, and that was the direction given to staff. There was a waiting list, but it was still in transition because they were still trying to estimate the space. The estimated parade length was one mile. Kourajian also was told the waiting list had been cut off. McMullen said it was little bit of both. McMullen said the total number of entries would be approximately one mile long. An estimate was done on the number of entries. For the last few years, there had been approximately 190 entries. The participants were asked how long their floats would be and the number of people participating. McMullen said it was an educated guess based on past history. This year the commercial entries were estimated at 42. Now there were only 147 total entries and they were at about 4,000 feet. Additional entries could be added using that process. Additional commercial people were being placed on the

waiting list. McMullen noted that the number of commercial entries had grown so that last year about half of the parade was commercial.

McMullen said staff had responded to comments that there were too many commercial entries. Kourajian said he thought everything was going into effect next year and he believed that word had not gotten out to the businesses. McMullen said it was a misinterpretation by staff of Council's guidance. Weed and Kourajian were both concerned that out-of-county businesses might be included in the 42 entries. McMullen said that eight of the commercial entries were from Fayette County and two were from Coweta County. Rutherford said she thought the policy was that no entries were to be from outside the County unless they were politicians whose districts included the County and City. McMullen reiterated that it was misinterpretation by staff.

Rutherford pointed out that the parade had always been limited to a mile, and she was concerned about Kourajian's comment on first-come, first-served. She noted her experience and said there were two ways to do it – first-come, first-served, or line everyone up and give them a number. She said it was frustrating for someone who got up early to stand in line to lose a place to the person who came in at the last minute.

Kourajian said he did not want to solve the issue now, but there were businesses who missed the boat because they did not know commercial entries would be limited to 25% this year. Rapson said he had spoken to a few who did not get an entry in, but they knew the commercial entries were limited. They were unable to get through on the telephone to reserve a place. Rapson said he thought City businesses would take precedence over businesses from outside the City.

Weed asked if there would be any harm in giving a slot to those on the waiting list. McMullen said there would be no harm. There were 18 entries on the commercial waiting list. They would have to get the entry lengths from them. Based on the average length right now, they could accept around 193 entries. Rutherford suggested opening the waiting list up and taking entries until the parade was a mile in length. McMullen said if they added the 18 entries, then the commercial entries most likely would exceed 25%, but the parade would not exceed a mile. Rapson said he liked the idea that the first day of registration next year would be for City businesses only. McMullen said if it was going to be first-come, first-served, then entries should not be taken over the phone. Rutherford suggested possibly not taking phone entries until 10 a.m. McMullen said they would work on a policy.

McMullen announced that Tom Corbett had been hired as the new Public Services Director and that he would start on Monday, June 28. McMullen said the key advisory positions in the department had been left open so the new director could hire those people. Corbett, a Georgia native, was coming from College Park, Maryland.

Rutherford moved to reconvene in executive session for threatened or pending litigation. Rapson seconded. The motion carried unanimously.

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

Brown moved to authorize the City Attorney to file the lawsuit as discussed in executive session. Weed seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn the meeting. Rapson seconded. The motion carried unanimously. The meeting adjourned at 10:05 p.m.

Jane Miller, City Clerk

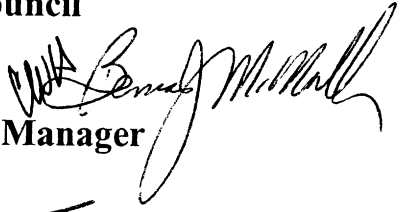
Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager

FROM: City Clerk 

DATE: June 8, 2004

SUBJECT: Alcohol License – Change in Licensee – Brinker Georgia, Inc. dba
Chili's Grill & Bar
June 17, 2004, Regular Meeting

Recommendation:

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

Discussion:

Brinker Georgia, Inc., dba Chili's Grill & Bar, 250 Market Place Connector, has submitted an application for a change in Licensee. Mr. Jay Lawrence Tobin has requested he be appointed as the Licensee. A representative from Brinker Georgia, Inc. will attend the meeting on Thursday, June 17th, to answer any questions you may have.

Budgetary Impact:

The change in Licensee will have no impact on the budget.

JSM:pd

Attachments

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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Brinker Georgia, Inc. d/b/a Chili's Grill & Bar	Business Location: 250 Market Place Connector Peachtree City, Georgia 30269	
Nature of Business: Full service restaurant	Mailing Address: Attn: Legal Department 6820 LBJ Freeway Dallas, Texas 75240	Business Phone Number: 770-487-9828
Name of Licensee: Jay Lawrence Tobin	Home Address: 7114 McKamy Boulevard Dallas, Texas 75248	Home Phone Number: 972-713-6788
Name of License Representative: William Peter Jahn	Home Address: 7529 Greens Mill Drive Loganville, Georgia 30052	Home Phone Number: 770-595-1953

1. Principle of the Law of the People of the People

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

Please complete information below (use separate sheet if necessary)

[illegible]

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

EXHIBIT "A"

BRINKER GEORGIA, INC.,
a Delaware Corporation
6820 LBJ Freeway
Dallas, Texas 75240

Federal ID No.: 75-2340552
Date of Incorporation: 06/29/90

OFFICERS

Roger F. Thomson
3925A Gilbert Avenue
Dallas, Texas 75219
(972) 661-3200
SS#: 473-56-4211
Ownership: 0%

President and Secretary

DOB: 04/04/49

Jay L. Tobin
7114 McKamy Blvd.
Dallas, Texas 75248
(972) 713-6788
SS#: 166-42-6261
Ownership: 0%

Vice President and
Assistant Secretary

DOB: 10/14/57

Charles M. Sonsteby
607 Canemount
Coppell, Texas 75019
(972) 899-0607
SS#: 278-54-9675
Ownership: 0%

Senior Vice President and
Treasurer

DOB: 08/29/53

Bryan D. McCrory
10905 Cactus Lane
Dallas, TX 75238
(972) 349-1218
SS#: 441-54-4463
Ownership: 0%

Vice President and Asst. Secretary

DOB: 8/29/53

Laura C. Richard
4902 Berkeley Court
Garland, TX 75043
SS#: 433-66-6312
Ownership: 0%

Assistant Secretary

DOB: 8/17/45

Brinker International, Inc.
Ownership 100%

Brinker International License

Violations Report

Monday, May 10, 2004

State: GA - SERVING A MINOR: 1st offense, store is put on a 6 month probation and issued a fine. 3rd offense within 2 years of first offense, mandatory license suspension for 90 days. UNLAWFUL ACTIVITIES is the State charge for failing to comply with local licensing rules. 1st offense - administrative fee, usually \$50; 2nd offense - higher administrative fee, usually around \$200; 3rd offense within 2 years of 1st offense - administrative fee and/or license suspension. Penalties stay on record for two (2) years.

0320 Alpharetta-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 12/6/95 Comment: Serving a minor. 2nd offense is a mandatory 30-day suspension. 3rd offense is revocation of license.	7800 N. Point Parkway License Number: Licensee: Issuer: CITY	Alpharetta GA 30022-3004 Penalty Amount: \$1,000.00
0111 Athens-On The Border Citation Number: 53901 License Type: LIQUOR/BEER/WINE Occurrence Date: 5/6/02 Comment: 12 Months Probation ending 5/5/2003	3640 Atlanta Hwy License Number: 40135 Licensee: Issuer: COUNTY	Athens GA 30606-3149 Penalty Amount: \$0.00
0076 Buckhead-Corner Bakery Citation Number: 1135043 License Type: LIQUOR/BEER/WINE Occurrence Date: 5/8/02 Comment: Citation for not having current city license posted. Dismissed when license was presented.	3368 Peachtree Rd. NE License Number: 062096A22 Licensee: Issuer: CITY	Atlanta GA 30326-1009 Penalty Amount: \$0.00
0329 Conyers-Chili's Citation Number: License Type: BEER Occurrence Date: 10/1/01 Comment: Serving a Minor - \$600.00 fine and six day suspension. Permanent Record	1161 SE Old Salem Rd. License Number: 1266 Licensee: Issuer: COUNTY	Conyers GA 30094-5943 Penalty Amount: \$600.00
0404 Douglasville-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 4/19/01 Comment: Serving a minor - 1st offense. Store was also placed on 12-month probation by State. City opted not to fine since State had already done so and placed them on 6-month probation.	9610 Hwy. 5 License Number: 0034024 Licensee: Issuer: STATE	Douglasville GA 30135-1514 Penalty Amount: \$500.00
0517 Gwinnett-Chili's Citation Number: H-113425 License Type: LIQUOR/BEER/WINE Occurrence Date: 1/27/92 Comment: Serving a minor. Also received 6 month probation. The employee will be charged individually.	3520 Gwinnett Place Dr. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4707 Penalty Amount: \$250.00
0517 Gwinnett-Chili's Citation Number: H-141191 License Type: LIQUOR/BEER/WINE Occurrence Date: 12/17/92 Comment: The employee will be charged individually.	3520 Gwinnett Place Dr. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4707 Penalty Amount: \$0.00
0056 Gwinnett-On The Border Citation Number: 58898 License Type: LIQUOR/BEER/WINE Occurrence Date: 6/1/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards. Store put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$150.00
0056 Gwinnett-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 11/8/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards. Also put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$150.00
0056 Gwinnett-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 8/21/00 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$450.00
0068 Gwinnett-RMG Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 3/1/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation. The same violation with the probation period is an additional \$100 to the penalty fee.	1565 Pleasant Hill Rd. License Number: Licensee: Issuer: STATE	Duluth GA 30136 Penalty Amount: \$150.00
0129 Holcomb Bridge-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 6/17/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also on 12 month probation.	3446 Holcomb Bridge Rd. License Number: Licensee: Issuer: STATE	Norcross GA 30092 Penalty Amount: \$50.00
0558 Lake Lanier-Chili's Citation Number: 54572 License Type: LIQUOR/BEER/WINE Occurrence Date: 2/22/01 Comment: Sale to a minor. License has been placed on a 12 month probation. CITY issued a four (4) day suspension. A second violation with a charge of serving a minor would most likely result in revocation of the liquor license.	669 Dawsonville Hwy. License Number: 37243 Licensee: Issuer: STATE	Gainesville GA 30501-2611 Penalty Amount: \$500.00
0558 Lake Lanier-Chili's Citation Number: 2723 License Type: LIQUOR/BEER/WINE	669 Dawsonville Hwy. License Number: 8124 Licensee:	Gainesville GA 30501-2611 Penalty Amount: \$0.00

Occurrence Date: 3/19/04 Comment: Serving A Minor Alcoholic Beverages - Second Offense Thirty (30) day suspension of Alcohol Sales. April 22, 2004 - May 22, 2004. Judge issued a stern warning - Another citation and he will move to revoke the license. No Fine.	Issuer: CITY	
0558 Lake Lanier-Chili's Citation Number: 58351 License Type: LIQUOR/BEER/WINE Occurrence Date: 3/19/04 Comment: "Unlawfully furnishing beverage alcohol to a person under the age of 21 years."	669 Dawsonville Hwy. License Number: 37243 Licensee: Issuer: STATE	Gainesville GA 30501-2611 Penalty Amount: \$0.00
0467 Lawrenceville-Chili's Citation Number: 58888 License Type: LIQUOR/BEER/WINE Occurrence Date: 7/21/99 Comment: Failure to maintain employee alcohol certification cards (1 count). No fine. 12 month probation.	947 Lawrenceville Suwanee Rd. License Number: 0035425 Licensee: Issuer: COUNTY	Lawrenceville GA 30043-5421 Penalty Amount: \$0.00
0467 Lawrenceville-Chili's Citation Number: 35425 License Type: LIQUOR/BEER/WINE Occurrence Date: 8/16/00 Comment: Failure to maintain employee alcohol certification card (while on probation). Additional 12 month probation.	947 Lawrenceville Suwanee Rd. License Number: 0035425 Licensee: Issuer: STATE	Lawrenceville GA 30043-5421 Penalty Amount: \$325.00
0467 Lawrenceville-Chili's Citation Number: 54393 License Type: LIQUOR/BEER/WINE Occurrence Date: 12/14/00 Comment: Serving a minor. 12 month probation beginning 2/21/01. This probation is separate from the existing probation for employee alcohol certification cards.	947 Lawrenceville Suwanee Rd. License Number: 0035425 Licensee: Issuer: STATE	Lawrenceville GA 30043-5421 Penalty Amount: \$850.00
0393 Macon-Chili's Citation Number: 48801 License Type: LIQUOR/BEER/WINE Occurrence Date: 12/12/01 Comment: Serving a Minor - License is on a 12-month probation.	3704 Northside Dr. License Number: 34025 Licensee: Issuer: STATE	Macon GA 31210-2404 Penalty Amount: \$500.00
0068 Northpoint-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 6/9/99 Comment: Serving a minor. Also put on 6 month probation.	10575 Davis Dr. License Number: Licensee: Issuer: CITY	Alpharetta GA 30004-4747 Penalty Amount: \$1,000.00
0127 Oakbrook CLOSED-Chilis 6/27/02 Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 10/5/99 Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation.	5975 Oakbrook Pkwy. License Number: 0019783 Licensee: Issuer: STATE	Norcross GA 30093 Penalty Amount: \$150.00
0162 Perimeter/Atlanta-Maggiano's Citation Number: 54554 License Type: LIQUOR/BEER/WINE Occurrence Date: 1/27/01 Comment: Serving a minor. Store is also on 12-month probation.	4400 Ashford Dunwoody Rd. License Number: 041501 Licensee: Issuer: STATE	Atlanta GA 30346-1513 Penalty Amount: \$500.00
0538 Rome-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 2/17/00 Comment: Serving a minor and failure to wear employee alcohol certification card. Four (4) day suspension of license.	1310 Turner McCall Blvd. License Number: 036919 Licensee: Issuer: CITY	Rome GA 30161-6070 Penalty Amount: \$0.00
0210 Snellville-Chili's Citation Number: 49369 License Type: BEER Occurrence Date: 3/1/99 Comment: Unlawful activities: Failure to maintain employee alcohol certification cards. Also put on 12 month probation.	4031 Hwy 78 License Number: Licensee: Issuer: STATE	Lilburn GA 30047 Penalty Amount: \$50.00
0210 Snellville-Chili's Citation Number: 59006 License Type: LIQUOR/BEER/WINE Occurrence Date: 4/15/99 Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (3 counts + \$25 administrative fee). 12 month probation.	4031 Hwy 78 License Number: 0028047 Licensee: Issuer: STATE	Lilburn GA 30047 Penalty Amount: \$475.00
0210 Snellville-Chili's Citation Number: 49855 License Type: LIQUOR/BEER/WINE Occurrence Date: 7/8/99 Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (2 counts + \$25 administrative fee). 12 month probation.	4031 Hwy 78 License Number: 0028047 Licensee: Issuer: STATE	Lilburn GA 30047 Penalty Amount: \$325.00
0210 Snellville-Chili's Citation Number: 51070 License Type: LIQUOR/BEER/WINE Occurrence Date: 11/29/99 Comment: Unlawful activities: Failure to maintain employee alcohol certification card (1 count). 12 month probation.	4031 Hwy 78 License Number: 0028047 Licensee: Issuer: STATE	Lilburn GA 30047 Penalty Amount: \$700.00

Total Violations For GA: 27



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Jay Lawrence Tobin
Name

7114 McKamy Blvd. Dallas, Texas 75248
Address

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

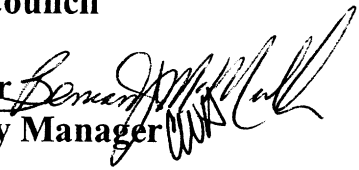
James V. Murray
Signature
June 7, 2004
Date

Mayor R.M. Dupree
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: June 8, 2004

SUBJECT: Alcohol License – Change in Licensee – Brinker Georgia, Inc., dba
On the Border Mexican Café
June 17, 2004, Regular Meeting

Recommendation:

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

Discussion:

Brinker Georgia, Inc., dba On the Border Mexican Café, 275 Market Place Connector, has submitted an application for a change in Licensee. Mr. Jay Lawrence Tobin has requested he be appointed as the Licensee. A representative from Brinker Georgia, Inc. will attend the meeting on Thursday, June 17th, to answer any questions you may have.

Budgetary Impact:

The change in Licensee will have no impact on the budget.

JSM:pd

Attachments



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Brinker Georgia, Inc. d/b/a On The Border Mexican Cafe	Business Location: 275 Market Place Connector Peachtree City, Georgia 30269	
Nature of Business: Full service restaurant	ATTN: LEGAL DEPT 6820 LBJ Freeway Dallas, Texas 75240	Business Phone Number: 770-486-8648
Name of Licensee: Jay Lawrence Tobin	Home Address: 7114 McKamy Boulevard Dallas, Texas 75248	Home Phone Number: 972-713-6788
Name of License Representative: Michael Samuel	Home Address: 2003 Chesterfield Drive Kennesaw, Georgia 30144	Home Phone Number: 770-429-0127

Please indicate type of licenses applying for

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
XX	Malt Beverage		Malt Beverage		Malt Beverage
XX	Wine		Wine		Wine
XX	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:
See attached.		

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

EXHIBIT "A"

BRINKER GEORGIA, INC.,
a Delaware Corporation
6820 LBJ Freeway
Dallas, Texas 75240

Federal ID No.: 75-2340552
Date of Incorporation: 06/29/90

OFFICERS

Roger F. Thomson
3925A Gilbert Avenue
Dallas, Texas 75219
(972) 661-3200
SS#: 473-56-4211
Ownership: 0%

President and Secretary

DOB: 04/04/49

Jay L. Tobin
7114 McKamy Blvd.
Dallas, Texas 75248
(972) 713-6788
SS#: 166-42-6261
Ownership: 0%

Vice President and
Assistant Secretary

DOB: 10/14/57

Charles M. Sonsteby
607 Canemount
Coppell, Texas 75019
(972) 899-0607
SS#: 278-54-9675
Ownership: 0%

Senior Vice President and
Treasurer

DOB: 08/29/53

Bryan D. McCrory
10905 Cactus Lane
Dallas, TX 75238
(972) 349-1218
SS#: 441-54-4463
Ownership: 0%

Vice President and Asst. Secretary

DOB: 8/29/53

Laura C. Richard
4902 Berkeley Court
Garland, TX 75043
SS#: 433-66-6312
Ownership: 0%

Assistant Secretary

DOB: 8/17/45

Brinker International, Inc.
Ownership 100%

Brinker International License

Violations Report

Monday, May 10, 2004

State: GA - SERVING A MINOR: 1st offense, store is put on a 6 month probation and issued a fine. 3rd offense within 2 years of first offense, mandatory license suspension for 90 days. UNLAWFUL ACTIVITIES is the State charge for failing to comply with local licensing rules. 1st offense - administrative fee, usually \$50; 2nd offense - higher administrative fee, usually around \$200; 3rd offense within 2 years of 1st offense - administrative fee and/or license suspension. Penalties stay on record for two (2) years.

0320 Alpharetta-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 12/6/95 Comment: Serving a minor. 2nd offense is a mandatory 30-day suspension. 3rd offense is revocation of license.	7800 N. Point Parkway License Number: Licensee: Issuer: CITY	Alpharetta GA 30022-3004 Penalty Amount: \$1,000.00
0111 Athens-On The Border Citation Number: 53901 License Type: LIQUOR/BEER/WINE Occurrence Date: 5/6/02 Comment: 12 Months Probation ending 5/5/2003	3640 Atlanta Hwy License Number: 40135 Licensee: Issuer: COUNTY	Athens GA 30606-3149 Penalty Amount: \$0.00
0076 Buckhead-Corner Bakery Citation Number: 1135043 License Type: LIQUOR/BEER/WINE Occurrence Date: 5/8/02 Comment: Citation for not having current city license posted. Dismissed when license was presented.	3368 Peachtree Rd. NE License Number: 062096A22 Licensee: Issuer: CITY	Atlanta GA 30326-1009 Penalty Amount: \$0.00
0329 Conyers-Chili's Citation Number: License Type: BEER Occurrence Date: 10/1/01 Comment: Serving a Minor - \$600.00 fine and six day suspension. Permanent Record	1161 SE Old Salem Rd. License Number: 1266 Licensee: Issuer: COUNTY	Conyers GA 30094-5943 Penalty Amount: \$600.00
0404 Douglasville-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 4/19/01 Comment: Serving a minor - 1st offense. Store was also placed on 12-month probation by State. City opted not to fine since State had already done so and placed them on 6-month probation.	9610 Hwy. 5 License Number: 0034024 Licensee: Issuer: STATE	Douglasville GA 30135-1514 Penalty Amount: \$500.00
0517 Gwinnett-Chili's Citation Number: H-113423 License Type: LIQUOR/BEER/WINE Occurrence Date: 1/27/92 Comment: Serving a minor. Also received 6 month probation. The employee will be charged individually.	3520 Gwinnett Place Dr. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4707 Penalty Amount: \$250.00
0517 Gwinnett-Chili's Citation Number: H-141191 License Type: LIQUOR/BEER/WINE Occurrence Date: 12/17/92 Comment: The employee will be charged individually.	3520 Gwinnett Place Dr. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4707 Penalty Amount: \$0.00
0056 Gwinnett-On The Border Citation Number: 58898 License Type: LIQUOR/BEER/WINE Occurrence Date: 6/1/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards. Store put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$150.00
0056 Gwinnett-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 11/8/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards. Also put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$150.00
0056 Gwinnett-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 8/21/00 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$450.00
0068 Gwinnett-RMG Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 3/1/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation. The same violation with the probation period is an additional \$100 to the penalty fee.	1565 Pleasant Hill Rd. License Number: Licensee: Issuer: STATE	Duluth GA 30136 Penalty Amount: \$150.00
0129 Holcomb Bridge-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 6/17/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also on 12 month probation.	3446 Holcomb Bridge Rd. License Number: Licensee: Issuer: STATE	Norcross GA 30092 Penalty Amount: \$50.00
0558 Lake Lanier-Chili's Citation Number: 54572 License Type: LIQUOR/BEER/WINE Occurrence Date: 2/22/01 Comment: Sale to a minor. License has been placed on a 12 month probation. CITY issued a four (4) day suspension. A second violation with a charge of serving a minor would most likely result in revocation of the liquor license.	669 Dawsonville Hwy. License Number: 37243 Licensee: Issuer: STATE	Gainesville GA 30501-2611 Penalty Amount: \$500.00
0558 Lake Lanier-Chili's Citation Number: 2723 License Type: LIQUOR/BEER/WINE	669 Dawsonville Hwy. License Number: 8124 Licensee:	Gainesville GA 30501-2611 Penalty Amount: \$0.00

Occurrence Date: 3/19/04	Issuer: CITY	
Comment: Serving A Minor Alcoholic Beverages - Second Offense Thirty (30) day suspension of Alcohol Sales. April 22, 2004 - May 22, 2004. Judge issued a stern warning - Another citation and he will move to revoke the license. No Fine.		
0558 Lake Lanier-Chili's	669 Dawsonville Hwy.	Gainesville GA 30501-2611
Citation Number: 58351	License Number: 37243	Penalty Amount: \$0.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 3/19/04	Issuer: STATE	
Comment: "Unlawfully furnishing beverage alcohol to a person under the age of 21 years."		
0467 Lawrenceville-Chili's	947 Lawrenceville Suwanee Rd.	Lawrenceville GA 30043-5421
Citation Number: 58888	License Number: 0035425	Penalty Amount: \$0.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 7/21/99	Issuer: COUNTY	
Comment: Failure to maintain employee alcohol certification cards (1 count). No fine. 12 month probation.		
0467 Lawrenceville-Chili's	947 Lawrenceville Suwanee Rd.	Lawrenceville GA 30043-5421
Citation Number: 35425	License Number: 0035425	Penalty Amount: \$325.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 8/16/00	Issuer: STATE	
Comment: Failure to maintain employee alcohol certification card (while on probation). Additional 12 month probation.		
0467 Lawrenceville-Chili's	947 Lawrenceville Suwanee Rd.	Lawrenceville GA 30043-5421
Citation Number: 54393	License Number: 0035425	Penalty Amount: \$850.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 12/14/00	Issuer: STATE	
Comment: Serving a minor. 12 month probation beginning 2/21/01. This probation is separate from the existing probation for employee alcohol certification cards.		
0393 Macon-Chili's	3704 Northside Dr.	Macon GA 31210-2404
Citation Number: 48801	License Number: 34025	Penalty Amount: \$500.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 12/12/01	Issuer: STATE	
Comment: Serving a Minor - License is on a 12-month probation.		
0068 Northpoint-On The Border	10575 Davis Dr.	Alpharetta GA 30004-4747
Citation Number:	License Number:	Penalty Amount: \$1,000.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 6/9/99	Issuer: CITY	
Comment: Serving a minor. Also put on 6 month probation.		
0127 Oakbrook CLOSED-Chilis 6/27/02	5975 Oakbrook Pkwy.	Norcross GA 30093
Citation Number:	License Number: 0019783	Penalty Amount: \$150.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 10/5/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation.		
0162 Perimeter/Atlanta-Maggiano's	4400 Ashford Dunwoody Rd.	Atlanta GA 30346-1513
Citation Number: 54554	License Number: 041501	Penalty Amount: \$500.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 1/27/01	Issuer: STATE	
Comment: Serving a minor. Store is also on 12-month probation.		
0538 Rome-Chili's	1310 Turner McCall Blvd.	Rome GA 30161-6070
Citation Number:	License Number: 036919	Penalty Amount: \$0.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 2/17/00	Issuer: CITY	
Comment: Serving a minor and failure to wear employee alcohol certification card. Four (4) day suspension of license.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 49369	License Number:	Penalty Amount: \$50.00
License Type: BEER	Licenses:	
Occurrence Date: 3/1/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards. Also put on 12 month probation.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 59006	License Number: 0028047	Penalty Amount: \$475.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 4/15/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (3 counts + \$25 administrative fee). 12 month probation.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 49855	License Number: 0028047	Penalty Amount: \$325.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 7/8/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (2 counts + \$25 administrative fee). 12 month probation.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 51070	License Number: 0028047	Penalty Amount: \$700.00
License Type: LIQUOR/BEER/WINE	Licenses:	
Occurrence Date: 11/29/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification card (1 count). 12 month probation.		

Total Violations For GA: 27



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Jay Lawrence Tobin
Name

7114 McKamy Blvd. Dallas, Texas 75248
Address

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

James V. Murray
Signature

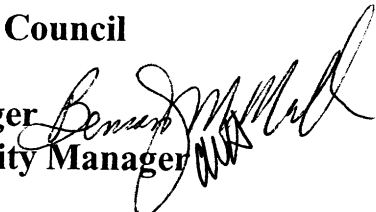
June 7, 2004
Date

Myron R.M. Dubois
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: June 8, 2004

SUBJECT: Alcohol License – Change in Licensee – Brinker Georgia, Inc., dba
Romano's Macaroni Grill
June 17, 2004, Regular Meeting

Recommendation:

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

Discussion:

Brinker Georgia, Inc., dba Romano's Macaroni Grill, 200 Market Place Connector, has submitted an application for a change in Licensee. Mr. Jay Lawrence Tobin has requested he be appointed as the Licensee. A representative from Brinker Georgia, Inc. will attend the meeting on Thursday, June 17th, to answer any questions you may have.

Budgetary Impact:

The change in Licensee will have no impact on the budget.

JSM:pd

Attachments



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Brinker Georgia, Inc. d/b/a Romano's Macaroni Grill	Business Location: 200 Market Place Connector Peachtree City, Georgia 30269	
Nature of Business: Full service restaurant	Mailing Address: ATTN: LEGAL DEPT 6820 LBJ Freeway Dallas, Texas 75240	Business Phone Number: 770-487-0379
Name of Licensee: Jay Lawrence Tobin	Home Address: 7114 McKamy Boulevard Dallas, Texas 75248	Home Phone Number: 972-713-6788
Name of License Representative: Nick Malegni	Home Address: 153 Eagle Glen Drive Woodstock, Georgia 30189	Home Phone Number:

Please indicate type of licenses apply to:

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
XX	Malt Beverage		Malt Beverage		Malt Beverage
XX	Wine		Wine		Wine
XX	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:
See attached.		

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

EXHIBIT "A"

BRINKER GEORGIA, INC.,
a Delaware Corporation
6820 LBJ Freeway
Dallas, Texas 75240

Federal ID No.: 75-2340552
Date of Incorporation: 06/29/90

OFFICERS

Roger F. Thomson
3925A Gilbert Avenue
Dallas, Texas 75219
(972) 661-3200
SS#: 473-56-4211
Ownership: 0%

President and Secretary

DOB: 04/04/49

Jay L. Tobin
7114 McKamy Blvd.
Dallas, Texas 75248
(972) 713-6788
SS#: 166-42-6261
Ownership: 0%

Vice President and
Assistant Secretary

DOB: 10/14/57

Charles M. Sonstebj
607 Canemount
Coppell, Texas 75019
(972) 899-0607
SS#: 278-54-9675
Ownership: 0%

Senior Vice President and
Treasurer

DOB: 08/29/53

Bryan D. McCrory
10905 Cactus Lane
Dallas, TX 75238
(972) 349-1218
SS#: 441-54-4463
Ownership: 0%

Vice President and Asst. Secretary

DOB: 8/29/53

Laura C. Richard
4902 Berkeley Court
Garland, TX 75043
SS#: 433-66-6312
Ownership: 0%

Assistant Secretary

DOB: 8/17/45

Brinker International, Inc.
Ownership 100%

Brinker International License

Violations Report

Monday, May 10, 2004

State: GA - SERVING A MINOR: 1st offense, store is put on a 6 month probation and issued a fine. 3rd offense within 2 years of first offense, mandatory license suspension for 90 days. UNLAWFUL ACTIVITIES is the State charge for failing to comply with local licensing rules. 1st offense - administrative fee, usually \$50; 2nd offense - higher administrative fee, usually around \$200; 3rd offense within 2 years of 1st offense - administrative fee and/or license suspension. Penalties stay on record for two (2) years.

0320 Alpharetta-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 12/6/95 Comment: Serving a minor. 2nd offense is a mandatory 30-day suspension. 3rd offense is revocation of license.	7800 N. Point Parkway License Number: Licensee: Issuer: CITY	Alpharetta GA 30022-3004 Penalty Amount: \$1,000.00
0111 Athens-On The Border Citation Number: 53901 License Type: LIQUOR/BEER/WINE Occurrence Date: 5/6/02 Comment: 12 Months Probation ending 5/5/2003	3640 Atlanta Hwy License Number: 40135 Licensee: Issuer: COUNTY	Athens GA 30606-3149 Penalty Amount: \$0.00
0076 Buckhead-Corner Bakery Citation Number: 1135043 License Type: LIQUOR/BEER/WINE Occurrence Date: 5/8/02 Comment: Citation for not having current city license posted. Dismissed when license was presented.	3368 Peachtree Rd. NE License Number: 062096A22 Licensee: Issuer: CITY	Atlanta GA 30326-1009 Penalty Amount: \$0.00
0329 Conyers-Chili's Citation Number: License Type: BEER Occurrence Date: 10/1/01 Comment: Serving a Minor - \$600.00 fine and six day suspension. Permanent Record	1161 SE Old Salem Rd. License Number: 1266 Licensee: Issuer: COUNTY	Conyers GA 30094-5943 Penalty Amount: \$600.00
0404 Douglasville-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 4/19/01 Comment: Serving a minor - 1st offense. Store was also placed on 12-month probation by State. City opted not to fine since State had already done so and placed them on 6-month probation.	9610 Hwy. 5 License Number: 0034024 Licensee: Issuer: STATE	Douglasville GA 30135-1514 Penalty Amount: \$500.00
0517 Gwinnett-Chili's Citation Number: H-113423 License Type: LIQUOR/BEER/WINE Occurrence Date: 1/27/92 Comment: Serving a minor. Also received 6 month probation. The employee will be charged individually.	3520 Gwinnett Place Dr. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4707 Penalty Amount: \$250.00
0517 Gwinnett-Chili's Citation Number: H-141191 License Type: LIQUOR/BEER/WINE Occurrence Date: 12/17/92 Comment: The employee will be charged individually.	3520 Gwinnett Place Dr. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4707 Penalty Amount: \$0.00
0056 Gwinnett-On The Border Citation Number: 58898 License Type: LIQUOR/BEER/WINE Occurrence Date: 6/1/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards. Store put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$150.00
0056 Gwinnett-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 11/8/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards. Also put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$150.00
0056 Gwinnett-On The Border Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 8/21/00 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation.	2275 Pleasant Hill Rd. License Number: Licensee: Issuer: COUNTY	Duluth GA 30096-4631 Penalty Amount: \$450.00
0068 Gwinnett-RMG Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 3/1/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation. The same violation with the probation period is an additional \$100 to the penalty fee.	1565 Pleasant Hill Rd. License Number: Licensee: Issuer: STATE	Duluth GA 30136 Penalty Amount: \$150.00
0129 Holcomb Bridge-Chili's Citation Number: License Type: LIQUOR/BEER/WINE Occurrence Date: 6/17/99 Comment: Unlawful activities. Failure to maintain employee alcohol certification cards (1 count). Also on 12 month probation.	3446 Holcomb Bridge Rd. License Number: Licensee: Issuer: STATE	Norcross GA 30092 Penalty Amount: \$50.00
0558 Lake Lanier-Chili's Citation Number: 54572 License Type: LIQUOR/BEER/WINE Occurrence Date: 2/22/01 Comment: Sale to a minor. License has been placed on a 12 month probation. CITY issued a four (4) day suspension. A second violation with a charge of serving a minor would most likely result in revocation of the liquor license.	669 Dawsonville Hwy. License Number: 37243 Licensee: Issuer: STATE	Gainesville GA 30501-2611 Penalty Amount: \$500.00
0558 Lake Lanier-Chili's Citation Number: 2723 License Type: LIQUOR/BEER/WINE	669 Dawsonville Hwy. License Number: 8124 Licensee:	Gainesville GA 30501-2611 Penalty Amount: \$0.00

Occurrence Date: 3/19/04		Issuer: CITY
Comment: Serving A Minor Alcoholic Beverages - Second Offense Thirty (30) day suspension of Alcohol Sales. April 22, 2004 - May 22,2004. Judge issued a stern warning - Another citation and he will move to revoke the license. No Fine.		
0558 Lake Lanier-Chili's	669 Dawsonville Hwy.	Gainesville GA 30501-2611
Citation Number: 58351	License Number: 37243	Penalty Amount: \$0.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 3/19/04	Issuer: STATE	
Comment: "Unlawfully furnishing beverage alcohol to a person under the age of 21 years."		
0467 Lawrenceville-Chili's	947 Lawrenceville Suwanee Rd.	Lawrenceville GA 30043-5421
Citation Number: 58888	License Number: 0035425	Penalty Amount: \$0.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 7/21/99	Issuer: COUNTY	
Comment: Failure to maintain employee alcohol certification cards (1 count). No fine. 12 month probation.		
0467 Lawrenceville-Chili's	947 Lawrenceville Suwanee Rd.	Lawrenceville GA 30043-5421
Citation Number: 35425	License Number: 0035425	Penalty Amount: \$325.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 8/16/00	Issuer: STATE	
Comment: Failure to maintain employee alcohol certification card (while on probation). Additional 12 month probation.		
0467 Lawrenceville-Chili's	947 Lawrenceville Suwanee Rd.	Lawrenceville GA 30043-5421
Citation Number: 54393	License Number: 0035425	Penalty Amount: \$850.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 12/14/00	Issuer: STATE	
Comment: Serving a minor. 12 month probation beginning 2/21/01. This probation is separate from the existing probation for employee alcohol certification cards.		
0393 Macon-Chili's	3704 Northside Dr.	Macon GA 31210-2404
Citation Number: 48801	License Number: 34025	Penalty Amount: \$500.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 12/12/01	Issuer: STATE	
Comment: Serving a Minor - License is on a 12-month probation.		
0068 Northpoint-On The Border	10575 Davis Dr.	Alpharetta GA 30004-4747
Citation Number:	License Number:	Penalty Amount: \$1,000.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 6/9/99	Issuer: CITY	
Comment: Serving a minor. Also put on 6 month probation.		
0127 Oakbrook CLOSED-Chilis 6/27/02	5975 Oakbrook Pkwy.	Norcross GA 30093
Citation Number:	License Number: 0019783	Penalty Amount: \$150.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 10/5/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (1 count). Also put on 12 month probation.		
0162 Perimeter/Atlanta-Maggiano's	4400 Ashford Dunwoody Rd.	Atlanta GA 30346-1513
Citation Number: 54554	License Number: 041501	Penalty Amount: \$500.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 1/27/01	Issuer: STATE	
Comment: Serving a minor. Store is also on 12-month probation.		
0538 Rome-Chili's	1310 Turner McCall Blvd.	Rome GA 30161-6070
Citation Number:	License Number: 036919	Penalty Amount: \$0.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 2/17/00	Issuer: CITY	
Comment: Serving a minor and failure to wear employee alcohol certification card. Four (4) day suspension of license.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 49369	License Number:	Penalty Amount: \$50.00
License Type: BEER	Licensee:	
Occurrence Date: 3/1/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards. Also put on 12 month probation.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 59006	License Number: 0028047	Penalty Amount: \$475.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 4/15/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (3 counts + \$25 administrative fee). 12 month probation.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 49855	License Number: 0028047	Penalty Amount: \$325.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 7/8/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification cards (2 counts + \$25 administrative fee). 12 month probation.		
0210 Snellville-Chili's	4031 Hwy 78	Lilburn GA 30047
Citation Number: 51070	License Number: 0028047	Penalty Amount: \$700.00
License Type: LIQUOR/BEER/WINE	Licensee:	
Occurrence Date: 11/29/99	Issuer: STATE	
Comment: Unlawful activities: Failure to maintain employee alcohol certification card (1 count). 12 month probation.		

Total Violations For GA: 27



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Jay Lawrence Tobin

Name

7114 McKamy Blvd. Dallas, Texas 75248

Address

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

James V. Murray
Signature

June 7, 2004
Date

Myron R. M. Dubois
Witness

CITY OF PEACHTREE CITY

MEMO TO: Mayor and City Council Members

VIA: Bernard J. McMullen, City Manager 

FROM: Colin W. Halterman, Assistant City Manager
Paul J. Salvatore, Financial Services Director *P.S.*
Jane S. Miller, Administrative Services Director *J.S.M.*
Janet I. Camburn, Assistant Finance Director *J.I.C.*

DATE: June 9, 2004

SUBJECT: Preferred Provider – Refuse Collection Services
Rate Increase
June 17, 2004 City Council Agenda

Recommendation:

That Peachtree City approve a request by Environmental Partners, Inc. (EPI) for an increase in refuse collection rates under the Preferred Provider for Refuse Collection Services contract.

Discussion:

On May 1, 2003, the City entered into a contract with Environmental Partners, Inc. (EPI) to provide refuse collection to Peachtree City residents under a preferred provider arrangement. Terms of the contract allow EPI to request an adjustment to the unit cost for collection after one year following the date of the contract and annually thereafter. This increase shall not exceed ninety (90) percent of the annual increase in the U.S. City Average All Items Consumer Price Index (CPI) for the twelve (12) months immediately preceding the month during which the request for the increase is made. No rate increase may take effect in whole or part without the approval of the City.

The United States Department of Labor reports an unadjusted CPI index of 2.3 percent for the 12-months ended April 2004. Ninety percent of this rate is 2.07 percent. The following table lists the current approved per unit charges, the unit charges with a 2.07 percent increase, and the unit charges requested by EPI.

Service	Current Charge	Charge per CPI	Requested Charge
One time/week	\$10.75	\$10.97	\$11.00
Two times/week	17.25	17.61	17.60
Recycle/week	5.40	5.51	5.50
Yard trims/week	11.36	11.60	11.60

EPI has not requested a rate increase for residential bulky waste pickup or back door service, therefore those rates must remain at \$25.00 per pickup and \$30.75 for services, respectively.

It is the recommendation by City Staff that a rate increase be approved.

Budget Impact:

There is no budget impact for this. The charges for these services are made directly to the Peachtree City residents who contract with EPI for service.

Attachments

EPI
ENVIRONMENTAL PARTNERS

120 Clover Lane
Tyrone, GA 30290

May 24, 2004

The City of Peachtree City

Re: Refuse Collection

Dear City of Peachtree City:

We appreciate you for allowing us to serve Peachtree City as your Preferred Provider of Refuse Collection. Here at Environmental Partners we have tried diligently to control costs through higher productivity, better cost controls and eliminating unnecessary expenses. This has been particularly tough considering the current economic conditions.

Now, unfortunately, we find we can no longer absorb these higher costs. Therefore, we are asking for a 2.07% increase in residential service.

<u>Frequency</u>	<u>Description</u>	<u>New Rate</u>
1 time/ week	Refuse/ Garbage	\$11.00
2 time/ week	Refuse/ Garbage	\$17.60
1 time/ week	Recycle	\$5.50
1 time/ week	Yard trimmings	\$11.60

Thank you in advance for your business and look forward to continuing this partnership in the most cost efficient manner.

Sincerely,

Michael Hunter
Site Manager
Environmental Partners

1. **GENERAL INFORMATION**

The City of Peachtree City has chosen **Environmental Partners, Inc. (EPI)** from qualified **Contractors** to provide residential refuse collection and recycling for City residents. EPI will hereinafter be referred to as the **"Contractor."** Peachtree City will hereinafter be referred to as the **"City."**

The **Contractor** will be recommended as the City's ***Preferred Provider*** to City residents. Residents will have the option of using the City's ***Preferred Provider Contractor*** or selecting another contractor for residential refuse collection and recycling services.

The mutual agreement entered into this contract is acknowledged as sufficient consideration by each party to this contract.

2. **PEACHTREE CITY OBJECTIVES**

Peachtree City's objectives in selecting the **Contractor** as ***Preferred Provider*** are as follows:

- a. To offer quality refuse collection services to City residents;
- b. To offer a cost-effective refuse collection service to City residents;
- c. To standardize collection services in residential neighborhoods; and
- d. To improve the aesthetic appearance of the City and reduce the wear and tear on City streets.

3. **GENERAL TERMS OF THE PREFERRED PROVIDER CONTRACT**

- a. The City will recommend the **Contractor** as the ***Preferred Provider*** to the residents of Peachtree City. The City will fully endorse the **Contractor** through various media including the monthly **UPDATE** that is mailed to all residents and on the City web site.
- b. The **Contractor** agrees that the monthly pricing structure for Peachtree City residents will be as follows:
 - 1) Once per week curbside pickup at \$10.75 for one (1) cart and \$20.75 for two (2) carts.
 - 2) Twice per week curbside pickup at \$17.25.
 - 3) Once per week recycling pickup at \$5.40.
 - 4) Once per week yard trimmings pickup at \$11.36.
 - 5) Residential bulky waste pickup upon request at \$25.00 per pickup.
 - 6) Back door service at \$30.75.
 - 7) Proof of disability back door service at \$10.75.

This pricing structure may be changed only under the terms of this contract.

- b. Title to all solid waste shall pass to the **Contractor** when placed in the **Contractor's** collection vehicle, removed by the **Contractor** from a cart or container, or moved by the **Contractor** from a customer's premises, whichever first occurs.
- c. The **Contractor** shall provide the City with a letter of commitment from the servicing landfill, such commitment letter to run the length of the contract.

11. **EQUIPMENT**

Contractor shall provide an adequate number of vehicles, carts, containers, and other equipment in good mechanical condition for all services, which the contract covers. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the **Contractor**.

12. **FORCE MAJEURE**

It is mutually understood and agreed that the **Contractor** shall be relieved of its obligation under this contract during any period or periods of time when strikes, acts of God, war or public enemy, catastrophe, governmental order or regulation making performance impossible, or any other act beyond the control of the **Contractor** render impossible its performance under this contract, and during such period or periods of time a deduction in the monthly charges for collection and removal of refuse at the prevailing rates shall be made; provided, however, that the **Contractor** must make a reasonable bona fide effort to settle strikes or other labor disputes, and will make reasonable efforts to resume service in the event the act of God or other catastrophe terminates or reduces.

13. **ADJUSTMENTS TO COLLECTION COSTS**

The City may approve an adjustment to the unit cost for collection upon the **Contractor's** written request and justification. The published increase in the U.S. City Average All Items Consumer Price Index will be used as an indicator for justification. However, adjustments will not be considered before one year after the date of contract and annually thereafter.

Any increase in collection rates shall not exceed ninety (90) percent of the annual increase in the U.S. City Average All Items Consumer Price Index for the twelve (12) months immediately preceding the month during which the request is made. No rate adjustment may take effect in whole or part without the approval of the City.

The City may approve an adjustment to the unit cost for increase in landfill disposal charges upon **Contractor's** written request and justification. However, adjustments will not be considered before one year after the date of the contract and annually thereafter. No rate adjustment may take effect in whole or part without approval by the City.

News

United States
Department
of Labor



Bureau of Labor Statistics

Washington, D.C. 20212

FOR TECHNICAL INFORMATION:

Patrick C. Jackman (202) 691-7000

CPI QUICKLINE: (202) 691-6994

FOR CURRENT AND HISTORICAL

INFORMATION: (202) 691-5200

MEDIA CONTACT: (202) 691-5902

INTERNET ADDRESS: <http://www.bls.gov/cpi/>

USDL-04-875

TRANSMISSION OF

MATERIAL IN THIS

RELEASE IS EMBARGOED

UNTIL 8:30 A.M. (EDT)

Friday, May 14, 2004

CONSUMER PRICE INDEX: APRIL 2004

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent in April, before seasonal adjustment, the Bureau of Labor Statistics of the U.S. Department of Labor reported today. The April level of 188.0 (1982-84=100) was 2.3 percent higher than in April 2003.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) also increased 0.3 percent in April, prior to seasonal adjustment. The April level of 183.5 was 2.1 percent higher than in April 2003.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 0.3 percent in April on a not seasonally adjusted basis. The April level of 109.7 (December 1999=100) was 1.9 percent higher than in April 2003. Please note that the indexes for the post-2002 period are subject to revision.

CPI for All Urban Consumers (CPI-U)

On a seasonally adjusted basis, the CPI-U rose 0.2 percent in April, following a 0.5 percent increase in March. Energy costs, which advanced sharply in each of the first three months of the year, increased 0.1 percent in April. Within energy, the index for energy services increased 0.5 percent, while the index for petroleum-based energy decreased 0.3 percent. The index for food rose 0.2 percent in April, the same as in each of the preceding two months. The index for all items less food and energy, which increased 0.4 percent in March, advanced 0.3 percent in April. The index for apparel, which rose 0.9 percent in March, was unchanged in April. The index for lodging while away from home increased 1.6 percent in April, following a 3.8 percent rise in March.

Table A. Percent changes in CPI for Urban Consumers (CPI-U)

Expenditure Category	Seasonally adjusted							Un- Adjusted 12-mos. Ended Apr. '04	
	Changes from preceding month								
	2003			2004					
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.		
All Items	-.1	-.2	.2	.5	.3	.5	.2	3.9	2.3
Food and beverages	.4	.4	.5	-.1	.2	.2	.2	2.4	3.4
Housing	.2	-.1	.2	.4	.2	.3	.4	3.5	2.3
Apparel	.2	-.5	-.3	-.3	-.1	.9	.0	3.4	.3
Transportation	-1.4	-1.3	-.2	1.7	.7	1.1	.1	7.8	1.6
Medical care	.2	.3	.5	.2	.6	.6	.4	6.3	4.7
Recreation	-.1	.2	.1	.0	.3	.3	.2	3.0	1.5
Education and communication	.0	.2	.2	.1	.3	.1	.3	2.6	1.7
Other goods and services	.1	.0	.2	.3	.2	.2	.1	2.1	1.8
Special Indexes									
Energy	-3.5	-3.0	.3	4.7	1.7	1.9	.1	16.0	5.6
Food	.5	.4	.5	.0	.2	.2	.2	2.0	3.4
All Items less food and energy	.2	.0	.1	.2	.2	.4	.3	3.3	1.8

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Assistant City Manager *WVA*
Interim Public Services Director *PS*

DATE: June 10, 2004

SUBJECT: Satellite Auto Shop Construction Contract
Agenda Item – June 17, 2004

Recommendation: City staff recommends the award of the Satellite Auto Shop Construction Contract to Fincher Construction in the amount of \$468,595 as originally proposed.

Discussion: As you know, this project was initially presented to Council on March 18, 2004. It was tabled once for additional information and was to be presented again on the April 1 agenda. However, due to pending litigation in Jackson County relative to the “Bricks and Mortar” funding proposed as the funding source on our project, the item was again tabled pending the outcome of the court case.

Background on the case: The Jackson County Board of Commissioners planned to enter into a lease purchase agreement with the Association of County Commissioners of Georgia to finance and construct a new courthouse. Appellants are residents of Jackson County who believed that the courthouse plan amounted to incurring County debt without a public vote. They sued the County and the Board of Commissioners, seeking injunctive relief and a declaratory judgment that the lease violates the Georgia Constitution. Appellants specifically argued that if the lease purchase agreement was valid under OCGA § 36-60-13, that statute was unconstitutional. The County moved for summary judgment and the motion was granted and all claims, including those challenging the constitutionality of OCGA § 36-60-13, were dismissed with prejudice. The Georgia Supreme Court has rendered its opinion on the appeal and has affirmed the trial court’s ruling upholding the Georgia lease purchase statute. Therefore, we may proceed with our project.

Council had directed staff previously to identify vacant commercial or industrial properties within the industrial park suitable for use as an auto repair facility or reasonably retrofitted to

Satellite Auto Shop Construction Contract

Page 2

June 10, 2004

meet the project goals. The project needs were compiled during a staff meeting on Friday, March 19, 2004, and were as follows:

- As near the police headquarters as practicable.
- 3,600 square feet minimum area.
- Inside clearance of 23 feet.
- Doorway clearance(s) of 16 feet 2 inches.

Staff contacted the Fayette County Development Authority, whose database of available properties listed only one facility whose characteristics matched the design objectives. The facility is much larger than necessary, and the owner is offering a sub-lease arrangement only of 6,000 square feet. The building is approximately 40 years old. The property is located approximately a mile and one-half from the police headquarters building and the fleet of vehicles to be serviced. This is about a half-mile further than the distance to the existing repair shop at the public works building.

Some of the renovations required to upgrade this facility for shop use are:

• Design / Engineering.	\$ 15,000
• Install four new unit heaters.	\$ 18,000
• Upgrade substandard lighting.	\$ 8,500
• Upgrade wiring.	\$ 9,500
• Code compliance.	\$ 13,000
• Replace (3) overhead doors.	\$ 12,500
• Remove crane rails.	\$ 4,500
• Install hydraulic lifts.	\$ 16,750
• Pave concrete turn-around.	\$ 20,000
• Provide office/restrooms.	\$ 54,000
• Run water or sewer to building.	\$ 35,000
• Repair or replace ceiling joists.	\$ 43,000
• Repair or replace roof.	\$ 15,000
• Repair or replace windows.	\$ 6,500
• Insulate building (Energy Code).	\$ 20,300
• Construct masonry dividing wall.	\$ 12,500
• Storage Area – Inventory.	\$ 11,000
• Paint interior/exterior.	\$ 9,250
• Security Fence / outside parking.	\$ 6,250
• Contingency.	\$ 18,000
Total:	\$348,550

These items represent a first pass at the building based on a visual inspection. By way of comparison, a recent renovation project at station 82 resulted in a project cost in excess of \$300,000. While renovations associated with an auto repair facility would be less than with new

Satellite Auto Shop Construction Contract

Page 3

June 10, 2004

construction, the one-time cost would be sunk into a property with no way of getting it back. Based upon the level of work required for renovation, the location of the site, the ongoing operational costs for such an old structure, security issues related to a sub-lease, and the budgetary impacts, staff concluded the facility was not worth pursuing.

Budget Impact: Adequate debt service funding is available for the remainder of 2004 due to the timing of the project mid-way through the fiscal year, but annual debt service budget for years 2005 to 2018 will increase by \$11,426 annually due to the cost difference. The current debt service budget was based upon an estimated construction cost of \$350,000. The actual project cost has increased by \$118,595 to a total of \$468,595.

Debt Service = \$33,720 / year @ Original Budget of \$350,000 (5%, 15 yrs)
Debt Service = \$45,146 / year @ Current Cost of \$468,595 (5%, 15 yrs)
\$11,426 / year increase

Debt Service on Renovation = \$33,720/Year at 5 % for 15 years
Lease Costs = \$18,000/Year 6,000 S.F. at \$3 per Square Foot
Total Cost = \$51,720/Year

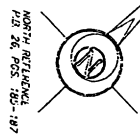
The lease option for the referenced alternate facility in the industrial park and the associated renovations would have to be funded from the general fund or other loan source, and would be irrecoverable. The lease option does not appear to be cost effective, resulting in a greater overall burden on the budget.

Attachments

- A - Reduced Plan*
- B - Memo - March 10, 2004*
- C - Bid Tabulation*
- D - Court Decision Summary*

cc: *Facility Manager*
City Engineer
file

POD. ALONG R/W TO THE
R/W OF PASCHALL ROAD
(80' R/W)



P.L. 26, PCS. 185-187

PASCIAL REALTY CO

N/A

FINAL SURVEYOR'S CERTIFICATE

It is hereby certified that this plot is "true and correct" and was prepared from an actual survey of the property made by me or under my supervision. That all monuments shown hereon actually exist; or are marked as "true and correct" location, size, type and character are correctly shown. This plot conforms to all requirements of the Georgia Code.

Registered Land Surveyor
No. 2343

Wire: 11-21-03

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.:

Dated:

156

[illegible]

GRAPHIC SCALE: 1 inch = 50 feet

W.D. Gray and
Associates, Inc.

land surveyors - planners
103 WESTPARK DRIVE SUITE C PEACHTREE CITY
GEORGIA 30269
TEL. 770-485-7552 FAX 770-

PIL. 770-485-7552

FAX 770-

LOT 5B
3.363 ACRES

N/F
JACK W. EERRY
(FUTURE ROAD 60' N/W)

Feb 7. 11:15 A.

СМВЛР'5 АСКНЗН:ДГЕН'

ZONED: G-1
SETBACKS:

SIDE = 20'
REAR = 50'

REVISED FINAL PLAT OF
LOT 5

OF GEORGIA PROPERTY
PHASE ONE

THE PURPOSE OF THIS REVISION IS TO SUBDIVIDE LOT 5 INTO TWO LOTS BEING LOT 5A & LOT 5B AND ADD A 50' INGRESS & EGRESS EASEMENT IN FAVOR OF LOT 5A.

THIS LOT WAS PREVIOUSLY RECORDED IN PLAT BOOK 26, PAGE 185 THRU 187.

PREPARED FOR

band silvery above — above

SUIT: C PEACHTREE CITY

050:101A
EE0

7CC/-604-077 113

LAND LOT: 59	DATE OF SURVEY: 1
6th DISTRICT	DATE OF DRAWING:
FAYETTE COUNTY, GA.	

SCALE: 1" = 60'

IN 0000004

Attachment "A"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Financial Services Director
Developmental Services Director *WJ*

FROM: City Engineer *EB*

DATE: March 10, 2004

SUBJECT: Satellite Auto Shop Construction Contract
Agenda Item – March 18, 2004

Recommendation: City staff recommends the award of the Satellite Auto Shop Construction Contract to Fincher Construction in the amount of \$468,595.

Discussion: Staff has been working on a design for a separate auto service facility behind the existing Police Station for several years. Staff also confirmed the need for the facility by way of an independent consultant's report completed in 2002. With plans completed and shelved due to budgetary constraints in 2001, staff updated the plans to comply with current regulations.

Staff then advertised the project to a list of fifteen vendors, with eleven responding. Due to a procedural irregularity, all bids were rejected and the project was re-bid. On March 4, seven bids were opened and determined to be responsive. See attached bid sheet.

The scope of the project was altered to consider two options. The first examined the possible deduction of the site work (e.g., grading, utilities, and paving) for the purpose of completing the work with Public Works staff and equipment. Obviously, this option is no longer realistic and would end up taxing city services and resources beyond their limits. The second alternate involves changing the pavement type from asphalt to concrete. This change will yield a longer lifespan than with asphalt, due to the heavy-weight fire trucks intended to be serviced at this facility. These trucks will quickly destroy the soft pavement as they make the turn into the service bays, unless concrete is utilized.

Therefore, staff recommends the base bid plus alternate 2 be pursued, representing the greatest value for the City. With this configuration of alternates, Fincher Construction represents the

Satellite Auto Shop Construction Contract

Page 2

March 10, 2004

lowest bid. Staff, after consulting with the project Architect, believes the low bidder to be capable of completing the work at the proposed price.

Budget Impact: Adequate debt service funding is available for the remainder of 2004 due to the timing of the project mid-way through the fiscal year, but annual debt service budget for years 2005 to 2018 will increase by \$11,426 annually due to the cost difference. The current debt service budget was based upon an estimated construction cost of \$350,000. The actual project cost has increased by \$118,595 to a total of \$468,595.

Debt Service = \$33,720 / year @ Original Budget of \$350,000 (5%, 15 yrs)

Debt Service = \$45,146 / year @ Current Cost of \$468,595 (5%, 15 yrs)
\$11,426 / year increase

Attachment

CITY OF PEACHTREE CITY
SATELLITE AUTO SHOP BIDS
MARCH 4, 2004

CONTRACTOR	BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	BASE BID WITH ALTERNATE NO. 1	BASE BID WITH ALTERNATE NO. 2
Absolute Contractors	595,864	(83,034)	6,897	512,830	602,761
Fincher Construction	459,000	(78,725)	9,595	380,275	468,595
W.E. Contractor	553,000	(80,500)	12,750	472,500	565,750
Guthrie Const. Co., Inc.	480,500	(91,700)	16,900	388,800	497,400
JHC Corporation	506,000	(130,000)	5,000	376,000	511,000
Matriarch Construction Co., Inc.	453,000	(57,000)	16,000	396,000	469,000
Trison Group, Inc.	518,000	(74,000)	8,000	444,000	526,000

In the Supreme Court of Georgia

Decided: June 7, 2004

S04A0226. BAUERBAND et al. v. JACKSON COUNTY et al.

Hines, Justice.

The Jackson County Board of Commissioners (“County”) plans to enter into a lease purchase agreement with the Association of County Commissioners of Georgia (“ACCG”) to finance and construct a new courthouse. ACCG is a non-profit organization that assists county governments. The proposed agreement is intended to comply with the requirements of OCGA § 36-60-13. The Bauerbands and several other residents of Jackson County (“Bauerbands”) sued for an injunction, writ of mandamus, and declaratory judgment, to prevent the County from proceeding with the agreement, arguing primarily that the agreement results in the County incurring debt without a public vote approving the incurrence of debt, contrary to the mandate of Article IX, Section V, Paragraph I (a) of the Georgia Constitution. The Bauerbands appeal from the

grant of the County's motion for summary judgment.¹ For the reasons that follow, we affirm.

Under the proposed agreement, the County will lease the land from ACCG, which will sell "certificates of participation" in the agreement. Proceeds from the sales will be held by a trustee, who will disburse funds for the construction of the courthouse. The County will pay an annual rent, and the agreement is renewable each year, for thirty years. Each renewal will terminate on December 31 of the renewal year. At the end of the thirty years, the County has the option to purchase the land. The agreement specifically provides that the County is under no obligation to appropriate money for annual rentals, and that the only obligation is "year to year."

1. The constitutional provision at issue concerning the authority of local governments to undertake debt reads:

The debt incurred by any county, municipality, or other political subdivision of this state, including debt incurred on behalf of any special district, shall never exceed 10 percent of the assessed value of all taxable property within such county, municipality, or political subdivision; and no such county, municipality, or other political subdivision shall incur any new debt without the assent of a majority of the qualified voters of such county, municipality, or

¹ The Attorney General intervened to defend the constitutionality of OCGA § 36-60-13.

political subdivision voting in an election held for that purpose as provided by law.

Ga. Const. of 1983, Art. IX, Sec. V, Para. I. (a). The debt limitation based on the assessed value of taxable property is not at issue in this case, only the voting provision.

This Court has defined “debt” as used in this provision to mean a liability that is “not to be discharged by money already in the treasury, or by taxes to be levied during the year in which the contract under which the liability arose was made.” *City Council of Dawson v. Dawson Waterworks Co.*, 106 Ga. 696, 713 (32 SE 907) (1899). In an apparent attempt to provide a regulated financing mechanism by which local governments may “enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies” *without* incurring “debt” under the constitutional definition, the General Assembly has enacted OCGA § 36-60-13. The trial court found that the lease purchase agreement met all of the requirements of OCGA § 36-60-13.

This Court has previously ruled upon the constitutional validity of OCGA § 36-60-13.

OCGA § 36-60-13 authorizes only those contracts that terminate all obligation on the part of the municipality at the close of each calendar year. Consequently, such a contract would fall outside the purview of Art. IX, Sec. V, Par. I since it does not constitute a “debt” within the meaning set forth in the *Dawson* case. Therefore, OCGA § 36-60-13 is constitutional.

Barkley v. City of Rome, 259 Ga. 355, 356 (381 SE2d 34) (1989).

Nonetheless, the Bauerbands contend that OCGA § 36-60-13 is unconstitutional as applied. In actuality, the arguments in support of this contention essentially constitute a facial attack on the statute under Article IX, Section V, Paragraph I of the Georgia Constitution, the very issue decided in *Barkley*, *id.* They assert that *Barkley* does not apply, however, claiming that in that case there was not a genuine case or controversy between adversaries, but that the litigation was “arranged” solely to elicit a declaratory ruling on the constitutionality of OCGA § 36-60-13. See OCGA § 9-4-2. But, even if that were so, it does not aid them. This Court in *Barkley* resolved these arguments, and as a decision of this Court, it is binding on the court below. Ga. Const. of 1983, Art. VI, § VI, ¶ VI.

The Bauerbands also assert that *Barkley* does not control because the contract at issue in that case dealt with personal property, whereas the contract

in this case deals with real property. But, there is no distinction in OCGA § 36-60-13 between real and personal property; the strictures on leases for each class of property are the same. Similarly, the constitutional provision providing for popular vote on the assumption of debt makes no distinction between the two classes of property. Ga. Const. of 1983, Art. IX, Sec. V, Para. I (a). This Court will not engraft such a distinction onto either the Constitutional provision or the statute.

To the extent that the Bauerbands raise arguments addressing an unconstitutional application of OCGA § 36-60-13, they contend that the “reality” of the circumstances surrounding the lease purchase agreement mandates that future County commissions will necessarily be bound to re-authorize the lease, to avoid the consequences of terminating the arrangement that provides for the County’s courthouse. Many policy choices made by local governmental bodies are difficult, but that does not render them unconstitutional. Clearly, a termination of the contract providing for the fire engine and computer systems involved in the *Barkley* opinion, *supra*, also would be difficult for the local government; such equipment is necessary to the provision of services expected by the citizenry of a modern government. Were the contracts

providing for the availability of that equipment terminated, substitutes would have to be quickly found. Similarly, if this lease agreement is terminated, other office and courtroom space would have to be quickly found. However, hard choices regarding a decision to terminate a contract provided for under OCGA § 36-60-13, and the attendant difficult circumstances they may present, do not render meaningless the power of termination, which is required by the Code section to be included in such an agreement. That power is present in this agreement, and future County commissions are not bound to renew the agreement.²

2. The Bauerbands also challenge the lease purchase agreement as establishing a gratuity, in violation of the Georgia Constitution. See Ga. Const. of 1983, Art. III, Sec. VI, Para. VI. But that is not so. “This Court has adopted the ordinary definition of ‘gratuity’ as ‘something given freely or without recompense; a gift.’ Thus, there is no gratuity when the [County] receives substantial benefits in exchange for [consideration].” *Garden Club v.*

² Accordingly, as there is no debt within the meaning of Article IX, Section V, Paragraph I of the Georgia Constitution, there is no merit to the Bauerbands’ argument that they and other qualified voters of Jackson County have been deprived of the right to vote prior to the assumption of debt, in violation of due process concerns.

Shackelford, 266 Ga. 24 (1) (463 SE2d 470) (1995). There is no question that the County is receiving substantial benefits in exchange for its payments under the lease agreement; the construction and use of a courthouse.

3. The Bauerbands further contend that the lease purchase agreement does not meet the strictures of OCGA § 36-60-13. In doing so, the Bauerbands repeat, to an extent, arguments already addressed in considering the constitutional challenges to the statute: that the statute is violated because the lease agreement creates debt within the meaning of the Constitution and that it binds future County commissions to annual renewals of the agreement. These arguments are meritless.

The agreement provides that payments will be made as “Base Rentals,” pursuant to an established schedule,³ and as “Additional Rentals,” which include fees for the services of the trustee, paying agent, and lessor. These fees are not set out in specific amounts, but are stated to be “the reasonable fees” for the associated services. OCGA § 36-60-13 (a) (3) requires that the contract state the “total obligation” incurred by the County in each renewal year, if the contract is renewed. The Bauerbands argue that the proposed contract fails to do so

³ “Base Rentals” go into a fund used to pay holders of the certificates of participation.

because it does not set forth a sum certain for the “Additional Rentals” in each prospective year of the contract. However, elsewhere in the statute, the General Assembly used the terms “sums payable in the individual calendar year renewal term” and “annual payments.” See OCGA § 36-60-13 (c) & (h)(1)(A). Clearly, had the General Assembly wished to require that future obligations be set forth as a sum certain, it knew how to accomplish that. See *City of Marietta v. Holland*, 252 Ga. 299, 301 (1) (313 SE2d 97) (1984). And, as the trial court noted, many obligations in a contract to be performed over time are based upon contingencies that may not be definitively quantifiable at the time the contract is initiated; this is true even for short-term contracts. The County’s yearly obligations under the contract are established within the statute.

Nonetheless, the Bauerbands assert that, because the “Additional Rents” are not set forth in dollar amounts, the proposed contract raises the possibility that OCGA § 36-60-13 (h) (1) could be violated because the “average annual payments on the aggregate of all such outstanding contracts [may] exceed 7.5 percent of the governmental fund revenues of the county.” OCGA § 36-60-13 (h) (1). But, the contract also provides that payments can be made only from “legally available funds appropriated for such purposes,” and that the contract

is to be construed so as to comply with OCGA § 36-60-13. Thus, as the trial court correctly found, under the contract, any funds that would cause a violation of OCGA § 36-60-13 (h) (1), would not be “legally available.”⁴

Judgment affirmed. All the Justices concur.

⁴ The Bauerbands also assert that summary judgment was not warranted because the County’s statement of material facts in support of summary judgment stated that the property on which the courthouse was to be built was owned by ACCG, when in fact it was then owned by the County. But this misstatement was corrected before summary judgment was granted, and the proposed lease purchase agreement clearly contemplates the acquisition of the land by ACCG before performance. Nor would current County ownership of the property mean that the proposed agreement is not one for the acquisition of real estate under OCGA § 36-60-13; the courthouse will become part of the realty, and in any event OCGA § 36-60-13 provides for the “acquisition of goods, materials, real and personal property, services, and supplies,” which clearly encompasses all acquisitions the County will make under the agreement.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Planner/ Zoning Administrator *David*

VIA: City Manager *James McMillan*
Developmental Services Director *W*

DATE: June 10, 2004

SUBJECT: Amendment to Section 1006B.16 Limited-use commercial district no. 16
June 17, 2004 City Council Agenda

Recommendation:

Based on a request from the Applicant that the proposed amendment be withdrawn, Staff recommends that Council officially remove the referenced item from the June 17 agenda.

Discussion:

Several meetings ago, Mr. Pete Corbett of MetroGroup Development presented a proposal to amend the permitted uses within the LUC-16 Limited Use Commercial zoning district which would allow him to develop fee-simple townhome residential units as opposed to second-floor loft apartments. Since that time, Staff and members of the Lexington Circle Architectural Review Board (ARB) have met with the Applicant and his Architect to discuss this proposal. It appears that the development Mr. Corbett is proposing will comply with the existing language within this zoning ordinance, and the existing uses within this ordinance can remain intact.

Once the site plan is finalized and reviewed by the ARB and Planning Commission, Staff will present the overall site plan to City Council for informational purposes. Mr. Corbett will be in attendance at that time to answer any questions about his proposed development.

Budget Impact:

There are no budget impacts associated with this request.

POSITION PAPER

Kedron Village retail center expansion

City Planner/ Zoning Administrator

June 10, 2004

BP
David / CV

Situation:

Faison submitted a revised conceptual site plan identified as CP-5 for the expansion of the Kedron Village retail center on June 2, 2004 (Attachment "A"). This drawing appears to meet the requirements identified within the Consent Order reviewed and approved by Peachtree City Holdings, LLC; FCD Development, LLC; the City of Peachtree City and the Lake Kedron Community Association on March 29, 2004 (Attachment "B"). While the plan appears to meet the conditions of the Consent Order, Staff has identified several items that will need to be addressed and incorporated into the final site plan submittal.

Facts:

1. On March 29, 2004, the Fayette County Superior Court imposed a Consent Order detailing the Settlement of a court case involving Peachtree City Holdings, LLC; FCD Development, LLC; and the City of Peachtree City regarding the proposed expansion of the Kedron Village retail center.
2. On May 10, 2004, Faison submitted a revised conceptual site plan (CP-3) detailing their plans for the proposed expansion of the Kedron Village retail center.
3. On May 11, 2004, the conceptual site plan and project data sheets were forwarded to City Staff for review with a request that comments be forwarded to the City Planner no later than 12:00PM on Friday, May 14, 2004. Review comments were received by the Director of Developmental Services, the City Engineer, the Building Official, the Assistant City Manager (on behalf of the Interim Public Services Director), the Fire Chief and the Water and Sewerage Authority. Comments were not received from the Police Department.
4. On May 27, 2004, Faison submitted a revised conceptual site plan (CP-4), which clarified parking calculations that were in error within the Project Data Sheet on the first site plan submittal.
5. On June 2, 2004, Faison submitted another revised conceptual site plan (CP-5) which clarified property lines separating individual parcels within the overall development. The revised conceptual site plan subdivides the proposed expansion into four distinct parcels: 1) the Target Parcel (Building 300); 2) two Retail Center Parcels (Buildings 100 and 200 on one parcel and Buildings 400, 500, 600, 700, 800 and 900 on the second parcel); and 4) the Retail Outparcel (Outparcel Buildings 100, 200, 300 and 400).

Kedron Village retail center expansion

June 10, 2004

Page 2 of 2

Recommendation:

Should Council vote to approve the conceptual site plan as submitted, Staff recommends that the following understandings and conditions be adopted as a part of this approval and that Faison be required to incorporate these items into the final site plan for this development, along with the remaining conditions specified within the Consent Order:

1. The GC General Commercial zoning ordinance [Section 1006.4 (n)] stipulates that all lights or lighting arrangements used for purposes of advertising, security or night operations must be directed away from adjoining or nearby residential zoning lots. A separate lighting plan for this development must be provided as a part of the final site plan indicating this requirement is met.
2. The GC General Commercial zoning ordinance [Section 1006.4 (q)] stipulates that no use permitted in this zoning district shall be allowed to cover more than 75 percent of the zoning lot on which it is located with impervious surfaces. The final site plan must include a detailed tabulation indicating the extent of impervious area on the Target Parcel, the Retail Center Parcels and the Retail Outparcel.
3. The City's Watershed Protection Buffer ordinance [Section 1004 (b)(2)] requires a minimum undisturbed buffer of no less than 25' in width measured from the edge of all state waters, including wetland areas. A detailed delineation of all wetland areas and associated buffers must be included on the final site plan and no grading or disturbance shall occur within these areas.
4. The City's Landscape Ordinance [Section 1109 (13)] stipulates that no more than twelve (12) parking spaces may be in a continuous row without a landscape island. The parking areas must be revised to meet this requirement.
5. The City's Landscape Ordinance [Section 1109 (14)] stipulates that screening shall be used as a buffer between incompatible uses. This issue will be addressed once the final site plan is submitted and Staff has a clear understanding of how the grading and/ or retaining walls might impact the adjoining commercial developments adjacent to Georgian Park.

Attachment “B”

(a) One (1) out parcel of no less than three and one-half (3 ½) acres and no more than four (4) acres shall be carved out of the Property and shall be shown on the conceptual site plan . At such time as the out parcel is developed, the maximum developed retail space shall not exceed 50,000 square feet for the out parcel as a whole. The out parcel may share parking with other developed areas, provided the overall building size does not exceed that provided by this paragraph.

(b) All remaining development for the Property shall be shown on a revised Conceptual Site Plan to be submitted by Plaintiff FCD to the City. The Conceptual Site Plan shall encompass both phase 2 and phase 3 under the plan currently being litigated.

(c) The total square footage of developed enclosed space shown on the Conceptual Site Plan, excluding the out parcel shall not exceed 215,000 square feet of retail square footage and an additional 14,800 square feet of second floor office space.

(d) The Conceptual Site Plan shall include a Target store of not more than 125,000 square feet. The 125,000 square feet designated for Target is a portion of the overall parcel allotment of 215,000 retail square feet specified in paragraph (c).

(e) The existing Georgian Park Private Drive extension ^(a.k.a. Regents Park extension) into Kedron Commercial Village shall be dedicated by Peachtree City Holdings LLC to the City of Peachtree City. Such road shall not be extended to serve the Kedron Commercial Village beyond its current configuration.

(f) An entrance/exit shall be established into the Property off Georgian Park at the location of the second entrance to the AMLI apartments, and shall be denoted on the Conceptual Site Plan as the AMLI South entrance.

(g) An additional entrance/exit shall be established into the Property off Georgian Park utilizing the southwestern portion of lot 14.

(h) The configuration of Georgian Park shall not change, other than what is necessary to accommodate the newly agreed upon entrances described in paragraphs (f) and (g) or the traffic calming devices provided for in paragraph (i).

(i) Reasonable traffic calming measures, including traffic control signage and striping along Georgian Park, shall be installed by Plaintiff at the direction of the City upon advice of its traffic engineer.

3. Intervenor shall have the right to review the Conceptual Site Plan to insure compliance with the terms stated herein.

4. Intervenor shall not object to Final Site Plan approval, provided that the Final Site Plan(s) substantially complies in all material respects with the Conceptual Site Plan as described in this Order.

5. Recommended items 1, 6, 7, 8 and 9 of Mr. David Rast's memo of October 10, 2003 shall be incorporated herein by reference. No other recommended conditions as set forth in said memo shall be applicable to the development.

6. Left turn lanes and right turn lanes shall be installed by Plaintiff if and when traffic warrants on Peachtree Parkway at its intersections with Tinsley Mill Road and Loring Lane; provided Plaintiff shall not be required to obtain or pay for right-of-way to accommodate such lanes. Determination of need for such lanes shall be made by the City, based on recommendations of its traffic engineer.

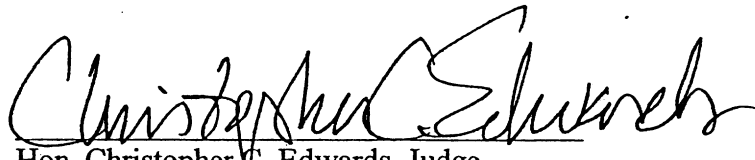
7. The Court makes no finding of liability in this matter, each Party respectively denying liability and voluntarily agreeing to comply with this Order.

8. Each Party shall bear its own fees for counsel and any experts.

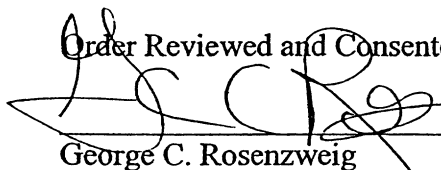
9. At such time as FCD obtains Final Site Plan approval, Plaintiffs shall file a dismissal. In the event Final Site Plan approval is not obtained, the parties shall have the right to proceed pursuant to the Georgia Civil Practice Act.

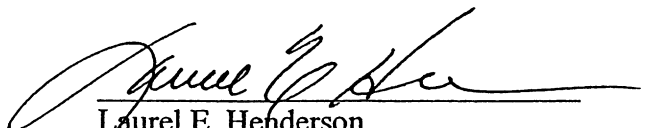
10. This Order shall only be modified by further Order of this Court.

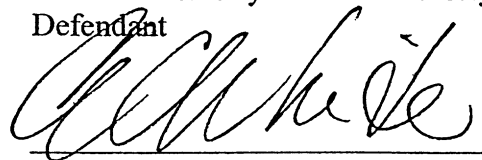
SO ORDERED THIS 29 DAY OF March, 2004.


Hon. Christopher C. Edwards, Judge
Superior Court of Fayette County
Griffin Judicial Circuit

Order Reviewed and Consented to by:


George C. Rosenzweig
On Behalf of Peachtree City Holdings LLC
and FCD Development LLC,, Plaintiffs

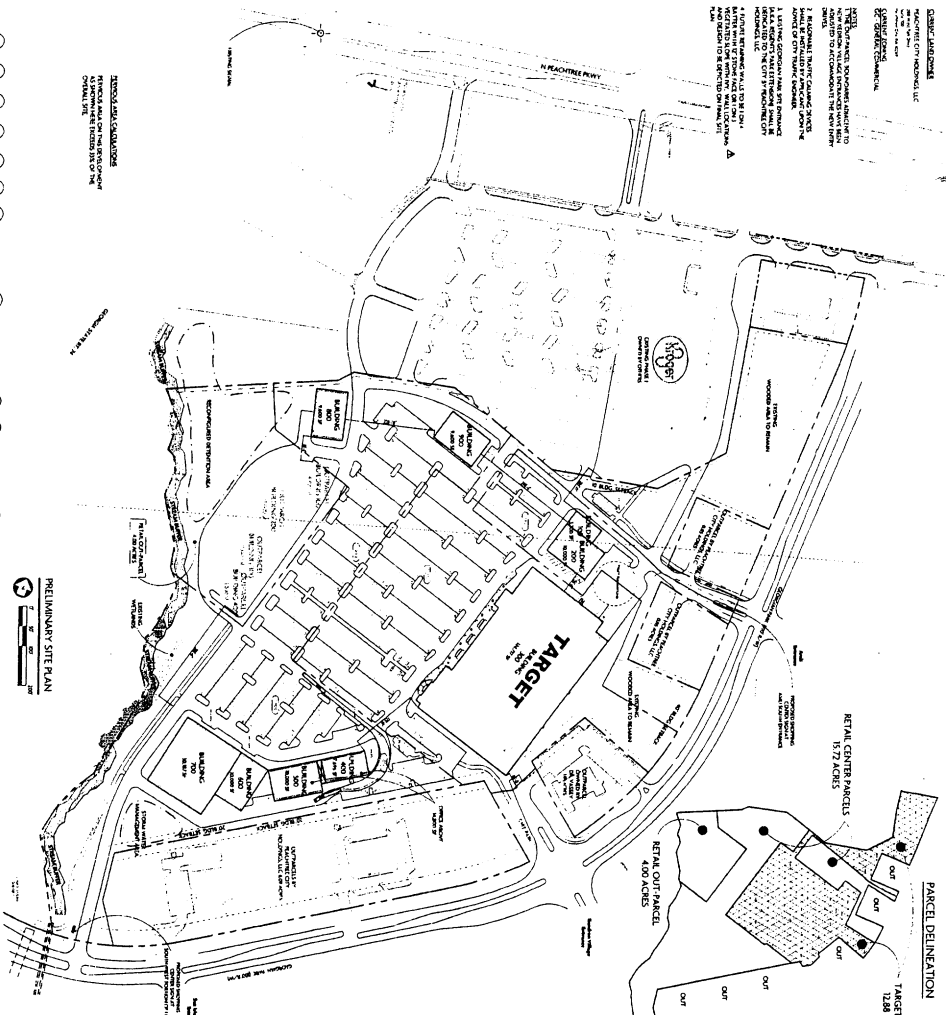

Laurel E. Henderson
On Behalf of City of Peachtree City,
Defendant


Eric C. White
On Behalf of Lake Kedron Community
Association, Intervenors

06-04-02

CONCEPT PLAN
This plan shows the conceptual layout of the proposed development. It is not intended to be a final plan and should not be used for construction purposes. The plan is subject to change without notice.

1. LAYOUT OF THE DEVELOPMENT SHALL BE BASED ON THE FOLLOWING PRINCIPLES:
a. THE DEVELOPMENT SHALL BE BASED ON THE FOLLOWING PRINCIPLES:
b. THE DEVELOPMENT SHALL BE BASED ON THE FOLLOWING PRINCIPLES:
c. THE DEVELOPMENT SHALL BE BASED ON THE FOLLOWING PRINCIPLES:

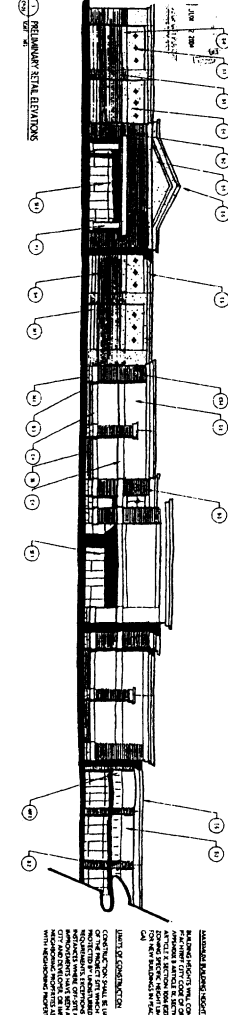


RETAIL CENTER PARCEL 15.77 ACRES	
RETAIL CENTER PARCEL	15.77 ACRES
RETAIL OUT-PARCEL	4.00 ACRES
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 20.77 ACRES	

RETAIL OUT-PARCEL 4.00 ACRES	
RETAIL OUT-PARCEL	4.00 ACRES
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 5.00 ACRES	

OFFICE SPACE 1.00 ACRES	
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 1.00 ACRES	

TOTAL SITE AREA: 20.77 ACRES	
RETAIL CENTER PARCEL	15.77 ACRES
RETAIL OUT-PARCEL	4.00 ACRES
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 20.77 ACRES	



PROJECT DATA

RETAIL CENTER PARCEL 15.77 ACRES	
RETAIL CENTER PARCEL	15.77 ACRES
RETAIL OUT-PARCEL	4.00 ACRES
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 20.77 ACRES	

RETAIL OUT-PARCEL 4.00 ACRES	
RETAIL OUT-PARCEL	4.00 ACRES
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 5.00 ACRES	

OFFICE SPACE 1.00 ACRES	
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 1.00 ACRES	

TOTAL SITE AREA: 20.77 ACRES	
RETAIL CENTER PARCEL	15.77 ACRES
RETAIL OUT-PARCEL	4.00 ACRES
OFFICE SPACE	1.00 ACRES
TOTAL SITE AREA: 20.77 ACRES	



PHILLIPS PARTNERSHIP
A COMMITMENT TO EXCELLENCE

KEDRON VILLAGE EXPANSION
PEACOCK CITY, GEORGIA

PEACOCK CITY
1000 ASHWOOD PARKWAY
SUITE 110
ATLANTA, GA 30318

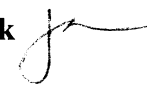
CONCEPTUAL SITE PLAN SUBMITTAL
CP-5

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: June 9, 2004

SUBJECT: Public Hearing – Increase in Occupational Tax
June 17, 2004 Council Agenda

Recommendation:

Approve Option 2 of the proposal to increase occupational tax paid by local businesses and implement an administrative fee effective for the 2005 occupational tax payment.

Discussion:

As part of the 2005 budget process, Administrative Services staff has evaluated the occupational tax charged to local businesses. For FY05 businesses will pay \$15 per employee with a minimum of \$100 and a maximum of \$3,075. There is no administrative fee charged at this time.

A survey last year of other municipalities that base their occupational tax on number of employees (attachment 1) indicates that a number of municipalities charge an administrative fee in addition to a per employee tax. Staff does recommend that council consider a \$20 per business administrative fee. Additionally, staff has provided information on three options for increasing the tax charged to businesses (attachment 2). Option 2 that staff recommends includes the \$20 administrative fee and an increase in the per employee charge from \$15 to \$17.50 with a minimum of \$100 and a maximum of \$5,000. This will have no impact on those businesses with four or fewer employees, which account for almost 75% of the businesses in the City.

Budget Impact:

It is estimated that these changes would generate approximately \$42,610 based on current businesses paying occupational tax in Peachtree City.

Attachments

Occupational Tax Comparison

(Cities using a Per Employee System)

Attachment 1

Population	CITY	Separate Admin/ Location/ Base Fee	Comments
5,000	Austell		1-9 employees = \$95; 10-19 = \$125; 20-49 = \$170; 50+ = \$310
5,000	Barnesville		1-3 employees=\$75; 4-10=\$150; 11-20 =\$250; 21-50 =\$312; over 50 =\$312 + \$1.00/emp. over 50 emps.
5,000	Camilla	\$10	\$10 Admin Fee + Graduated Scale: 0-3 employees = \$25; up to 3000 employees \$3,750 (\$3,760 max)
5,000	Commerce	\$5	\$5 Admin Fee + Graduated scale:1-2 employees = \$40; 3-6 =\$75; 7-10 =\$100; 11-20 =\$130; 21-50 =\$200 + \$4/emp. over 21emps; 51-100 =\$330 + \$3.50 over 51emps. 101 & up =\$530 + \$3.00 over 101
5,000	Dawson	\$100	\$100 admin. fee + \$30 for 0-1 employees + \$20/ additional employee
6,000	Norcross	\$50	\$50 Admin. Fee +: 0-1 emps = \$50; 2 =\$60; 3-9 = \$60 + \$15/ emp over 2; 10-99 = \$165 + \$12.60/ emp. over 9; 100-499 = \$1,299 + \$10.40/ emp over 99; 500+ emps = \$5,459 + \$7.40/ emp over 499.
7,000	Calhoun		Graduated Scale: 0-1 employees \$55; thru 750 employees \$3,100 (max)
7,000	LaFayette	\$25	\$25 Admin Fee + 0-1 emps.= \$50; 2-5 = \$75; 6-10 = \$100; 11-50 = \$150; 51-100 = \$200; 101-200 = \$300; over 200 emps.=\$400 (max)
8,000	Cedartown		1-10 employees = \$35 per employee; 11-20 employees = \$20 per employee; 21-100 employees = \$7.50 per employee; 101-200 employees = \$2.50 per employee; 201-500 employees= \$1.50 per employee; 500 + employees = \$1.00 per employee
8,000	Saint Marys	\$60	\$60 Admin. Fee +: 1-10 emps. = \$27.50/emp.; 11-50 = \$250 + \$22/emp over 10 emps.; 51-100 =\$1,155 + \$11/emp over 50; 101-250 = \$1,700 + \$5.50/emp over 100; over 2,500 +\$1/emp over 250
9,000	Cairo	\$25	\$25 Admin Fee + Graduated Scale: 0-2 emps = \$50 thru 16 employees= \$175 (\$200 max)
9,000	Lilburn		Graduated Scale from 0 to 100 + emps (\$100 min; \$650 max)
9,000	Monroe		Graduated Scale from 0 to 50 + emps (\$100 min; \$600 max)
10,000	Covington		1-4 employees \$100 then Graduated Scale thru 1,040 employees = \$10,330 (max)
11,000	Douglas		Graduated Scale per employee \$100 min for 1 emp.; \$1,000 max for 600+
16,000	Brunswick	\$30	\$30 Admin Fee + Graduated Scale: 0-4 = \$50 thru 250 employees = \$500 (\$530 max)
16,000	Dublin		Graduated Scale: 0-1 emp =\$100; 2-10 =\$200; 11-25 =\$300; 26-50 =\$500; 51-100 =\$750; Over 100 = \$1,000
17,000	Cartersville		Graduated Scale: 0-1 = \$75 thru 1000 = \$1,250 (max w/multiple locations)
17,000	Lawrenceville		0-2 =\$25; 3-9 = \$25 + \$5/emp over 2; 10-99 = \$75 + \$4/emp over 9 (\$375 max)
21,000	Griffin	\$70	\$50 Flat Fee + \$20 Admin Fee +: 1-20 =\$60; 21-100 =\$1,200 + \$30/emp over 20; 101+ = \$3,600 + \$10/emp over 100
22,000	Dalton		0-25 = \$18/emp. \$16.50/emp for next 25 emps; \$14.58/emp. for next 50; \$13.12/emp for next 100; \$11.81/emp. for next 300; \$10.63/emp. over 500 emps.
22,000	Hinesville	\$30	\$30 Admin Fee + 0-5 emps =\$100; 6-15 =\$200; 16-30 =\$300; 31-50 =\$400; 51+ =\$500(max)
25,000	LaGrange	\$75	\$75 per location + \$35 Admin Fee + Graduated tax per employee. (\$3,785 max)
35,000	East Point	\$50	\$50 Admin Fee + \$100 for 1-3 to \$125 for 1-3 emps; \$25 to \$30/emp over 4 (depending on the business classification)
35,000	Peachtree City		1-10 emps = \$100; 11+ = \$15/emp (\$2,575 max in 2004)
43,000	Warner Robins		Classify businesses by SIC codes into one of 6 classifications and uses an employee count for the tax rate.
47,000	Roswell	\$150	\$150 base fee plus \$5/employee
90,000	Athens	\$25	\$25 Admin Fee + Graduated Scale: 0-1 emps = \$25 thru 250 employees = \$3,300 (\$3,325 max)
107,000	Macon	\$50	\$50 admin fee plus \$30 /employee (\$5,000 max)

Occupational Tax Projections

Attachment 2

		Current 2004 Structure (\$15 per employee / \$100 min / \$3075 max, no Admin OT Projected Amount Revenue		OPTION 1 \$20 Admin Fee / \$15 per employee / \$100 min / \$5000 max OT Projected Amount Revenue		OPTION 2 \$20 Admin Fee / \$17.5 per employee / \$100 min / \$5000 max OT Projected Amount Revenue		OPTION 3 \$20 Admin Fee / \$20 per employee / \$100 min / \$5000 max OT Projected Amount Revenue	
# Emps	# Biz	Amount	Revenue	Amount	Revenue	Amount	Revenue	Amount	Revenue
1	687	\$100	\$68,700	\$100	\$68,700	\$100	\$68,700	\$100	\$68,700
2	287	\$100	\$28,700	\$100	\$28,700	\$100	\$28,700	\$100	\$28,700
3	106	\$100	\$10,600	\$100	\$10,600	\$100	\$10,600	\$100	\$10,600
4	89	\$100	\$8,900	\$100	\$8,900	\$100	\$8,900	\$100	\$8,900
5	80	\$100	\$8,000	\$100	\$8,000	\$108	\$8,600	\$120	\$9,600
6	52	\$100	\$5,200	\$110	\$5,720	\$125	\$6,500	\$140	\$7,280
7	32	\$100	\$3,200	\$125	\$4,000	\$143	\$4,560	\$160	\$5,120
8	32	\$100	\$3,200	\$140	\$4,480	\$160	\$5,120	\$180	\$5,760
9	21	\$100	\$2,100	\$155	\$3,255	\$178	\$3,728	\$200	\$4,200
10	49	\$100	\$4,900	\$170	\$8,330	\$195	\$9,555	\$220	\$10,780
11	5	\$165	\$825	\$185	\$925	\$213	\$1,063	\$240	\$1,200
12	10	\$180	\$1,800	\$200	\$2,000	\$230	\$2,300	\$260	\$2,600
13	2	\$195	\$390	\$215	\$430	\$248	\$495	\$280	\$560
14	9	\$210	\$1,890	\$230	\$2,070	\$265	\$2,385	\$300	\$2,700
15	16	\$225	\$3,600	\$245	\$3,920	\$283	\$4,520	\$320	\$5,120
16	8	\$240	\$1,920	\$260	\$2,080	\$300	\$2,400	\$340	\$2,720
17	5	\$255	\$1,275	\$275	\$1,375	\$318	\$1,588	\$360	\$1,800
18	6	\$270	\$1,620	\$290	\$1,740	\$335	\$2,010	\$380	\$2,280
19	5	\$285	\$1,425	\$305	\$1,525	\$353	\$1,763	\$400	\$2,000
20	14	\$300	\$4,200	\$320	\$4,480	\$370	\$5,180	\$420	\$5,880
21	3	\$315	\$945	\$335	\$1,005	\$388	\$1,163	\$440	\$1,320
22	1	\$330	\$330	\$350	\$350	\$405	\$405	\$460	\$460
24	6	\$360	\$2,160	\$380	\$2,280	\$440	\$2,640	\$500	\$3,000
25	7	\$375	\$2,625	\$395	\$2,765	\$458	\$3,203	\$520	\$3,640
26	4	\$390	\$1,560	\$410	\$1,640	\$475	\$1,900	\$540	\$2,160
27	2	\$405	\$810	\$425	\$850	\$493	\$985	\$560	\$1,120
28	1	\$420	\$420	\$440	\$440	\$510	\$510	\$580	\$580
30	2	\$450	\$900	\$470	\$940	\$545	\$1,090	\$620	\$1,240
31	1	\$465	\$465	\$485	\$485	\$563	\$563	\$640	\$640
32	1	\$480	\$480	\$500	\$500	\$580	\$580	\$660	\$660
34	4	\$510	\$2,040	\$530	\$2,120	\$615	\$2,460	\$700	\$2,800
35	3	\$525	\$1,575	\$545	\$1,635	\$633	\$1,898	\$720	\$2,160
37	3	\$555	\$1,665	\$575	\$1,725	\$668	\$2,003	\$760	\$2,280
40	3	\$600	\$1,800	\$620	\$1,860	\$720	\$2,160	\$820	\$2,460
42	1	\$630	\$630	\$650	\$650	\$755	\$755	\$860	\$860
43	1	\$645	\$645	\$665	\$665	\$773	\$773	\$880	\$880
46	1	\$690	\$690	\$710	\$710	\$825	\$825	\$940	\$940
47	1	\$705	\$705	\$725	\$725	\$843	\$843	\$960	\$960
49	2	\$735	\$1,470	\$755	\$1,510	\$878	\$1,755	\$1,000	\$2,000
51	1	\$765	\$765	\$785	\$785	\$913	\$913	\$1,040	\$1,040
52	2	\$780	\$1,560	\$800	\$1,600	\$930	\$1,860	\$1,060	\$2,120
53	1	\$795	\$795	\$815	\$815	\$948	\$948	\$1,080	\$1,080
54	1	\$810	\$810	\$830	\$830	\$965	\$965	\$1,100	\$1,100
58	1	\$870	\$870	\$890	\$890	\$1,035	\$1,035	\$1,180	\$1,180
60	1	\$900	\$900	\$920	\$920	\$1,070	\$1,070	\$1,220	\$1,220
63	1	\$945	\$945	\$965	\$965	\$1,123	\$1,123	\$1,280	\$1,280
64	1	\$960	\$960	\$980	\$980	\$1,140	\$1,140	\$1,300	\$1,300
67	2	\$1,005	\$2,010	\$1,025	\$2,050	\$1,193	\$2,385	\$1,360	\$2,720

Occupational Tax Projections

# Emps	# Biz	Current 2004 Structure (\$15 per employee / \$100 min / \$3075 max, no Admin OT		OPTION 1 \$20 Admin Fee / \$15 per employee / \$100 min / \$5000 max OT		OPTION 2 \$20 Admin Fee / \$17.5 per employee / \$100 min / \$5000 max OT		OPTION 3 \$20 Admin Fee / \$20 per employee / \$100 min / \$5000 max OT	
		Projected Amount	Projected Revenue	Projected Amount	Projected Revenue	Projected Amount	Projected Revenue	Projected Amount	Projected Revenue
70	1	\$1,050	\$1,050	\$1,070	\$1,070	\$1,245	\$1,245	\$1,420	\$1,420
75	2	\$1,125	\$2,250	\$1,145	\$2,290	\$1,333	\$2,665	\$1,520	\$3,040
89	1	\$1,335	\$1,335	\$1,355	\$1,355	\$1,578	\$1,578	\$1,800	\$1,800
100	3	\$1,500	\$4,500	\$1,520	\$4,560	\$1,770	\$5,310	\$2,020	\$6,060
115	1	\$1,725	\$1,725	\$1,745	\$1,745	\$2,033	\$2,033	\$2,320	\$2,320
117	1	\$1,755	\$1,755	\$1,775	\$1,775	\$2,068	\$2,068	\$2,360	\$2,360
120	1	\$1,800	\$1,800	\$1,820	\$1,820	\$2,120	\$2,120	\$2,420	\$2,420
123	1	\$1,845	\$1,845	\$1,865	\$1,865	\$2,173	\$2,173	\$2,480	\$2,480
125	1	\$1,875	\$1,875	\$1,895	\$1,895	\$2,208	\$2,208	\$2,520	\$2,520
127	1	\$1,905	\$1,905	\$1,925	\$1,925	\$2,243	\$2,243	\$2,560	\$2,560
132	1	\$1,980	\$1,980	\$2,000	\$2,000	\$2,330	\$2,330	\$2,660	\$2,660
139	1	\$2,085	\$2,085	\$2,105	\$2,105	\$2,453	\$2,453	\$2,800	\$2,800
141	1	\$2,115	\$2,115	\$2,135	\$2,135	\$2,488	\$2,488	\$2,840	\$2,840
146	1	\$2,190	\$2,190	\$2,210	\$2,210	\$2,575	\$2,575	\$2,940	\$2,940
147	1	\$2,205	\$2,205	\$2,225	\$2,225	\$2,593	\$2,593	\$2,960	\$2,960
164	1	\$2,460	\$2,460	\$2,480	\$2,480	\$2,890	\$2,890	\$3,300	\$3,300
165	1	\$2,475	\$2,475	\$2,495	\$2,495	\$2,908	\$2,908	\$3,320	\$3,320
182	1	\$2,730	\$2,730	\$2,750	\$2,750	\$3,205	\$3,205	\$3,660	\$3,660
212	1	\$3,075	\$3,075	\$3,200	\$3,200	\$3,730	\$3,730	\$4,260	\$4,260
230	1	\$3,075	\$3,075	\$3,470	\$3,470	\$4,045	\$4,045	\$4,620	\$4,620
320	1	\$3,075	\$3,075	\$4,820	\$4,820	\$5,000	\$5,000	\$5,000	\$5,000
350	1	\$3,075	\$3,075	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
416	1	\$3,075	\$3,075	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
656	1	\$3,075	\$3,075	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
779	1	\$3,075	\$3,075	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
909	1	\$3,075	\$3,075	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

**TOTAL PROJECTED
REVENUES**

\$256,855

\$279,110

\$299,465

\$320,040

Increase over Current Fees

\$22,255

\$42,610

\$63,185

Peachtree City Tourism Association, Inc.

Managing the Frederick Brown, Jr. Amphitheater &
the Peachtree City Tennis Center

TO: Mayor and Council Members

FROM: Steve Rapson
Chairman of Tourism Association *SR*

DATE: May 28, 2004

SUBJECT: Approve Amendment to the Lease Agreement between the Peachtree City
Tourism Association, Inc., and the City of Peachtree City
June 17, 2004 City Council Agenda

Recommendation:

Recommend approval of the amendment to the Tourism Association lease with the City that was entered into on January 5, 2004.

Discussion:

The amendment to the lease between the Tourism Association and the City is contained in the copy of the document attached. The amendment is to the first sentence in paragraph 4.1. This change does not require the City to be a third party to leases executed by the Tourism Association.

Budget Impact:

There are no budget impacts as a result of these changes.

STATE OF GEORGIA
COUNTY OF FAYETTE

AMENDMENT TO LEASE AGREEMENT

WHEREAS, a Lease Agreement by and between the City of Peachtree City, first party (hereinafter called "Lessor") and Peachtree City Tourism Association, Inc., second party (hereinafter called "Lessee") was entered into on January 5, 2004; and

WHEREAS, Lessor and Lessee have mutually agreed that the terms of said lease set forth in Paragraph 4.1 should be amended;

Said Lease is hereby amended to read as follows:

4.
USES OF PREMISES

4.1 Premises shall be used for outdoor musical and theatrical productions, and tennis and recreational services, the promotion of tourism and all other uses ancillary to the primary uses of the premises. ~~as well as all other purposes that Lessor approves in writing.~~ Premises shall not be used for any illegal purposes; nor in violation of any trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. The Lessee will comply with all rules and regulations of the building published from time to time by the Lessor.

The parties agree and acknowledge that all remaining terms and conditions set forth in that Lease entered into by and between Lessor and Lessee on January 5, 2004 remain in full force and effect, but if any of the terms of said Lease are in conflict with the terms of this Amendment, the terms of this Amendment shall control.

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

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

LESSOR:
City of Peachtree City

LESSEE:
Peachtree City Tourism Association, Inc.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager *Bernard McCall*
Assistant City Manager *WWS*
Financial Services Director *PS.*
Assistant Finance Director *Q*

FROM: Director of Leisure Services *Q*

DATE: June 10, 2004

SUBJECT: Recommendation of American Interfile and Library Services, Inc. for Moving Services
June 17 City Council Agenda

Recommendation: Staff requests that Council approve the selection of American Interfile and Library Services, Inc. to perform the move of the Peachtree City library to a separate location during the construction phase of the expansion and renovation project. This company not only provided the lowest price proposal of the four, at \$56,838 for the move both out of and back into the library, but is also the most qualified. See the attached memo from Jill Prouty for details. In addition to the benefits that Ms. Prouty suggests, moving out during the construction phase will also be safer and less contentious for both patrons and staff.

Discussion: We anticipate that we will be in a leased space for about one year while construction is ongoing. We currently have a lease site chosen, but at this writing we are not at liberty to release the name because negotiations are on-going and the lease owner would not want the name released until employees have been notified. However, the owner is very interested in leasing the space to us at a very reasonable cost. I will discuss this in more detail at the meeting if I can.

Budget Impact: Funding is included in the bond proceeds and is within the amount originally allotted for a phased construction process, which was \$324,790.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Randy Gaddo, Director of Leisure Services

FROM: Jill Prouty, Library Technology & Training Manager

DATE: 06-08-04

SUBJECT: Recommendation of American Interfile and Library Services, Inc. for Moving Services

City staff investigated the cost and time savings associated with moving out of the library while the facility was under construction. The premium for phasing the project and remaining in the facility was estimated at \$324,790. After researching available spaces for lease, it was estimated that housing the library in a temporary location would cost approximately \$285,200 (including moving costs, utilities, additional wiring, etc.), which would avoid phasing the project, creating a potential savings of \$39,590. Not phasing the project could also shave 4 months off the construction time.

On May 17, 2004, the RFP for moving services was mailed to 8 moving companies, listed on the City's web site, and posted in the City Hall bid book. On Wednesday, May 19, 2004, it also appeared in Today in Peachtree City. Four responses were received on June 4, 2004:

- American Interfile & Library Services, Inc. for \$56,838
- Atlantic Relocation Systems for \$70,000
- William B. Meyer, Inc. for \$89,865
- A.C. White for \$138,708.40

American Interfile & Library Services, Inc., out of Bay Shore, NY, submitted the low price proposal for \$56,838, and they are also the most qualified as they specialize in library moving services.

Five of the seventeen references listed in their proposal were checked. The five were chosen based on the similarity to our project (size of collection, moving to a temp location, etc.), as well as the most current jobs (within past 5 years). All five gave favorable reviews. Two of them commented on the moving staff being knowledgeable in the Dewey Decimal System and the library market as a whole. They were also cited as being creative to solve problems as they arose during the process.

Staff recommends awarding the contract to American Interfile & Library Services, Inc. for a total of \$56,838. This cost includes the move back after construction is completed.



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"Serving the Library and Record Management Communities"

THE CITY OF
PEACHTREE CITY
PURCHASING DEPARTMENT
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269

ATTN:
MS JANET CAMBURN
ASSISTANT FINANCE DIRECTOR

PROPOSAL
FOR THE
RELOCATION OF THE
PEACHTREE CITY LIBRARY

SUBMITTED BY;

GARY HALL, PRESIDENT
AMERICAN INTERFILE & LIBRARY SERVICES, INC.
55 SWEENEYDALE AVENUE
BAY SHORE, NY 11706
1 631 231 3309 FAX 1 631 952 7521
EMAIL: LIBRARYMOVER@AOL.COM



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LIBRARY CART DIAGRAM**



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I. PROJECT SCOPE

The Library is relocating its collection materials, offices and staff to temporary facilities so that renovations and construction services can be undertaken in its existing space, after completion of renovations the library contents will be returned to present location. The Library requires the services of a professional library relocation company to provide the planning, scheduling and logistics to fulfill their moving requirements for their collections, shelving, furniture and equipment.

II. PLANNING, SCHEDULING AND LOGISTICS

A) PLANNING: Planning meetings need to be held as soon after the award of the relocation contract as possible. The participation of the library staff at this time is essential for the success of this project. A detailed review of the collection with the individuals and supervisors who have responsibility for each kept discipline is required. At these meetings the specific handling and scheduling requirements can be determined for each area based on its access requirements and temporary location logistics. The collection flow for the temporary site is determined at these planning sessions so that a collection shelf plan (map) can be prepared to meet the requirements of the Library and its staff.

A complete shelving plan (mapping) of the collection must be created so that collection materials can be accommodated in the temporary site and when it is returned. The collection maps include the shelf location of the collection by major Dewey call number in each kept discipline and the appropriate shelf fill ratios. We will help the library create the collection maps required.

A marking sequence will be created using a color-coded tagging system (sample enclosed). This will provide the accurate placement of all collection items shelving and furniture to be relocated. We will tag all shelving and flag mark the collection materials to assure proper placement in the stacks as per the collection map. No tags or stickers are placed directly on collection materials.



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B) SCHEDULING: We will meet with all those who are involved with the move to establish and review the anticipated relocation schedule. Special consideration is given to patron and library service schedules. We will coordinate the relocation of the collection materials with those other contractors who require access to the facility while the move is underway. During the move uninterrupted use of those egresses assigned including interior elevator access, where required, is necessary to the timely completion of the moves.

ANTICIPATED TIMELINE: 6 - 8 Work Days for each phase

C) LOGISTICS: The first stage of the move would be to prepare the collection by tagging and marking the locations of each part of the collection to correspond to its new location. Before moving the collection we would place several ranges of loaner shelving in the temporary site. This shelving will expedite the move by providing a starting point for the move at multiple points. We will move the collection materials and shelving as per the prepared collection map. The volumes will be removed from their current shelf location and placed on our "Library Relocation Carts". Each cart is approximately 5' high by 3' wide by 14" deep and contains 4 interior shelves (diagram enclosed). Each cart is marked with a color-coded tag that indicates its consecutive order within the collection movement. After the collection materials have been shelved the area is shelf read to assure proper shelf-list order. After the completion of the move we will remove our equipment and any debris caused by us. We will inspect the stacks with the Library's staff and relocation team to assure the integrity of the collection and that all requirements have been met.

All Items are moved in truck/vans with ramps that are enclosed and water tight. Items moved in the truck/vans are secured with logistical straps. No library materials are left on the vans at the end of the workday.

The loaner shelving provided will allow several ranges of your existing shelving to be stored for the move back. These shelving units will be installed prior to moving back to the renovated site expediting the move.



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III. PERSONNEL AND EQUIPMENT:

- 1 Supervisor
- 8-10 Library Movers
- 1 Truck w/Ramps
- 40-60 "Library Relocation Bins"
- 20 4-Wheel Dollies
- 2 Walkboards
- 20-30 Corner Guards
- 4 Different Color Moving Tags
- 25 Commercial Relocation Bins
- 3 Rolls of Bubble Wrap
- 3 Rolls Cellophane Wrap
- 250 Special Moving Cartons (Provided for staff to pack their
work areas)

IV. INSURANCE:

We provide the following insurance coverage - Public and Property Damage Liability to a limit of 2 million dollars, with and excess liability coverage of 3 million dollars. Statutory Workers Compensation and Cargo Coverage as mandated. A certificate of Insurance will be issued to the library, naming it as certificate holder.

V. COST: \$56,838.00 (50 Percent per each phase.)



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The following is a list of some of our recent public library projects.

HINGHAM PUBLIC LIBRARY

MR. DENNIS CORCORAN, DIRECTOR -2000
781-741-1405

The library was relocated to an elementary school. The collection had to be mapped to utilize the various individual classrooms to house the various disciplines within the collection.

PORT WASHINGTON PUBLIC LIBRARY-2000 & 2001

MS NANCY CURTIN, DIRECTOR
516-883-4400

The contents of the library was relocated to various sites throughout the community. A temporary library was created in office trailers to provide library services to the community. The bulk of the collection was stored at our warehouse. After completion of the construction all items were returned based on the collection maps created by us.

FORT WORTH PUBLIC LIBRARY - 1999

MS KAREN VAN LEUVAN - PROJECT MANAGER
817 871-7719

The library had an extension added to the top of the building. We relocated the Children's and video collection to the newly constructed space and rearranged the remaining collection within the existing facility. The project required mapping of the collection being moved as well as planning the re-use and relocation of the existing shelving. The project was done while the library remained open for service to its patrons.

GREENSBORO PUBLIC LIBRARY - 1998

MS LINDA COMERFORD - PROJECT COORDINATOR 336 373 2148

We relocated the collection from its existing location to the new library while it was still under construction. The project included the integration of approximately 40% of its collection, which was previously being paged from the lower stacks of the existing site.

MASSAPEQUA PUBLIC LIBRARY - 1999

MR. WILLIAM SERYNEK, DIRECTOR - 516 799 0770

We relocated the contents of the library during extensive renovations.



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RIDGEWOOD PUBLIC LIBRARY - 1998
MS NANCY BLASBURG, ASST. DIRECTOR - 201 670 5611

The collection was removed from the existing facility part being relocated to a temporary site and the rest boxed and stored at a remote location. The collection was returned after completion of a major renovation and expansion.

TRENTON PUBLIC LIBRARY - 1998
MR. ROBERT COMBE, DIRECTOR - 908 906 2561

We relocated the entire library within its existing facility during re-carpeting.

GREAT NECK PUBLIC LIBRARY -1999
MR. JOSEPH LATINI 516 466-8055

The library was renovating one of their branch facilities. The entire contents were shifted to an adjacent facility while the construction took place. Upon completion the collection materials were returned to the renovated area.

FRANKLIN SQUARE PUBLIC LIBRARY - 1995 & 2001
MS. ALICE WOLFTEICH, DIRECTOR
516 488-3444

The library under went a renovation, which required the shifting of the collection materials to accommodate new shelving and construction.

WEST ORANGE PUBLIC LIBRARY - 1995
MS. CAREN BROWN, DIRECTOR
201 736-0198

The library installed new carpet in their main circulation area requiring the removal of the collection materials on the lower shelves of all the stacks.

QUEENSBORO PUBLIC LIBRARY - 1999
MR. VICTOR CITRON, PURCHASING MANAGER
718 990-0782

We have relocated several areas of collection material through out the branch system and the main library.



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PORT JEFFERSON FREE LIBRARY - 1996
MS. ESTIE BONANNO, DIRECTOR
516 473-0022

The library was having new carpet, a charge desk and office partitions installed and was closing to the public for only 72 hours. We had to relocate the collection materials, shelving and furniture from one side of the building to the other as the carpet was installed.

FORT WALTON BEACH - 2002
MS CAROL HILL, DIRECTOR
904 244 5361

We relocated the contents of the library from its existing building to the newly constructed facility. Our services included collection mapping and shelving installation. The move was completed in 6 days.

UNION PUBLIC LIBRARY - 1996
MS JANET WHEELER, DIRECTOR
908 686-0422

The library underwent various renovations, which required the shifting of the circulation collection and reference area. The relocation of the collection materials and shelving had to be coordinated with the interior contractors.

FARMINGDALE PUBLIC LIBRARY - 1996
MS DINA CHRILS, DIRECTOR
516 249-9090

The relocation required the combining of the Libraries two branches into one larger facility. The collection of over 150,000 volumes and equipment was completed in 6 days.

SCHLOW MEMORIAL LIBRARY - 2004
MS BETSY ALLEN, DIRECTOR
814-235 7814

The library moved to temporary site while their main library undergoes major renovations. We mapped the collection and relocated shelving, collections and offices.

MAHOPAC PUBLIC LIBRARY - 2004
MS PAT KAUFMAN, DIRECTOR

The library moved back into their newly renovated building. We relocated collection materials from multiple buildings. We helped map the collection, move shelving and office furniture and equipment.



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OTHER PUBLIC LIBRARIES WE MOVED: (Long Island New York Libraries) Amityville Public, Bethpage Public, Brookhaven Free, The Bryant Library, Central Islip Public, Connetquot Public, Deer Park Public, East Meadow Public, East Rockaway Public, Emma S. Clark Memorial Library, Floyd Memorial, Great Neck Library, Half Hollow Hills Community Library, Hewlett-Woodmere Public, Hicksville Public, Island Park Public, Islip Public, Jericho Public, John Jermain Memorial Library, Long Beach Public, Massapequa Public, Mattituck-Laurel Library, Middle Country Public, Mineola Memorial Library, North Merrick Public, Oceanside Library, Plainview-Old Bethpage Public, Port Jefferson Free, Quogue Library, Sachem Public, Smithtown Library, Syosset Public, Westbury Memorial Public,



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PERSONNEL QUALIFICATIONS

It is essential that the service personnel be familiar with the proper procedures in servicing a library. This responsibility is born by the supervisory staff of the specialized library service company.

Our labor force consists of some twenty staff members led by a team of experienced supervisors, all of whom have been involved with numerous library projects. They are well aware of the special requirements necessary to a successful project.

The following is a list of our supervisory staff. Their expertise in the library service projects has been honed on many years of service to the library community and a myriad of library projects.

GARY HALL Has thirty plus years in the moving industry. He has coordinated, supervised and helped plan numerous projects, which include re-classifications, conversions, integration and purges. He has participated, as a speaker in seminars and workshops for managing and planning library projects.

FRANK JENNINGS - Has supervised projects collectively totaling over twenty-five million pieces.

PAT COLONNA- Has supervised collection and shelving moves and other library service projects past five years.

DAVID CRONIN - Has been responsible for the mapping of various collections and data base creation for the collections of several libraries.

Over the course of the past ten years of service to the library community we have provided, in addition to our specialized moving services, the following:

* CONSULTATION AND PROJECT SUPERVISION *

* COLLECTION MAPPING *

* SPACE PLANNING *

* EQUIPMENT RENTAL *

* COLLECTION CLEANING *

* SECURITY STRIP INSTALLATION *

* BAR CODE LABELING *

* COLLECTION STORAGE *

* SHELVING INSTALLATION *



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GENERAL LIBRARY RELOCATION REQUIREMENTS

I. COLLECTION HANDLING

- 1) Books should never be removed from their shelves by pulling at the head caps. The proper method to remove books from a full shelf is to push a few books toward the back of the shelf, allowing enough room to grasp each side of an amount of books which can safely be removed by one hand, while using the other to support the adjacent volumes.
- 2) Using specialized "**Library relocation carts**" for moving is preferable to boxing the collection materials. The carts have four shelves where collection materials and books can be placed in the same manner during transportation as if they were on their stationary shelving.
- 3) If boxing of the collection materials is necessary (i.e., for storage, limited access to stacks and facilities, or for long distance transportation) the books should be placed in the boxes on their bottom edge when ever possible. If there is a volume that will not fit in the box in this way it should never be placed in the carton spine side up. This will damage the book. The boxes should not be stacked more then four tiers high and each tier should be staggered, this will prevent crushing of the contents in the lower boxes.
- 4) When tagging or marking collection materials, especially books, the use of color coded or numbered paper strips is preferable over adhesive labels. The use of paper strips eliminates the chance of adhesive damage and the strips can be easily removed after the move has been completed.
- 5) If cleaning of the collection materials is required we recommend that it be done before the materials are moved. We recommend two types of cleaning methods, vacuuming or wiping. We use tank type vacuums, without an exhaust port, this inhibits the blow back of dust. The connection between the vacuum nozzle is wrapped with cheese cloth to prevent loose collection materials from being lost. Hand wiping is used for collections which are more heavily soiled or if mold or mildew is present.
- 6) Audio, video and tape collections should be moved in the same manner as books.
- 7) Microfilm, fiche and vertical collections should be moved in their cabinets, whenever possible.



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8) The ability to recognize the various shelving disciplines used in a library is a must. Being able to distinguish between the Dewey Decimal, Library of Congress, SUDOCs Bliss, Dartmouth and other special cataloging systems can save time in the handling and re-shelving of materials.

9) Special collections and rare books require the utmost of care during the relocation process. Special handling includes checking loose ties on tied materials, making sure materials are placed loosely on the carts and secured with book ends. Cellophane wrap should be placed around the cart to protect the special collection materials during transport.

II. FURNITURE, EQUIPMENT AND MISCELLANEOUS ITEMS

1) All electronic equipment should be serviced by a certified technician before transporting. When possible the Data terminals, PCs, Printers and other auxiliary equipment should be moved in their upright position. Smaller pieces should be wrapped with bubble wrap and placed on an equipment cart or boxed.

2) Card catalogs may, depending on type, require the draws be removed and boxed. If able move with draws intact and the unit wrapped in stretch wrap.

3) Paper back, magazine, recording, stationary and open tape cabinets should be emptied before they are moved.

4) Charge desks must have all electrical, communication and computer cabling removed by approved or licensed electrical contractors before disassembly.

5) All desks and lateral filing cabinets should be emptied and the contents packed in cartons which should be sealed and properly marked. Vertical filing cabinets can be moved with items intact with cabinet covered with stretch wrap.

6) All display cases should be emptied of all contents including glass shelves.

7) All shelving which is to be relocated should be disassembled packed and or bundled in like piece order. This is especially helpful if the shelving is to be stored for any length of time, since parts are not interchangeable or easily retrofitted between the different shelving brands.