

City Council of Peachtree City
Agenda
May 4, 2006
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Proclamation for Building Safety Week
 - Proclamation for Older Americans Month
 - West Georgia Inspectors Association Presentation of Grant to Fire Department
 - Recognize Pat Webster for 20 Years of Service
- IV. Public Comment
- V. Minutes
 - April 17, 2006, Special Called Meeting Minutes
 - April 20, 2006, Regular Meeting Minutes
- VI. Monthly Reports
- VII. Consent Agenda
 - 1. Alcohol License – Change in Owner/Licensee – Wyndham Peachtree Conference Center
 - 2. Consider Budget Adjustments
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 05-06-01 Public Hearing – Consider De-annexation Request, Platinum Ridge
 - 05-06-02 Consider Award of Performance Based Contract for Energy Upgrades
 - 05-06-03 Consider Approval of Multi-use Path Master Plan 2006/2007
 - 05-06-04 Consider Parking Restrictions on Commerce Drive
 - 05-06-05 Consider Revisions to Travel Expense CAR
 - 05-06-06 Consider Award of Construction Contract for Satellite Auto Shop
 - 05-06-07 Consider Award of 2006 Asphalt Milling Program
- X. Council/Staff Topics
- XI. Executive Session

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

City Council of Peachtree City
Minutes of Special Called Meeting
April 17, 2006
6:30 p.m.

The City Council of Peachtree City met in a special called meeting on Monday, April 17, 2006, in the large conference room at City Hall. Mayor Logsdon called the meeting to order at 6:30 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

The purpose of the meeting was to hold an executive session for pending litigation.

Rutherford moved to convene in executive session to discuss ongoing litigation. Kourajian seconded. The motion carried unanimously.

Logsdon moved to reconvene in regular session. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Kourajian moved to adjourn the meeting. Boone seconded. The motion carried unanimously. The meeting adjourned at 7:57 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
April 20, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, April 20, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized M.A. Industries' employees who assisted the Fire Department when a fellow employee was caught in a piece of machinery. Richard Bussie of the Building Department was recognized as the Employee of the Month.

Minutes

Rutherford moved to approve the 2006 Retreat minutes as written. Kourajian seconded. The motion carried unanimously.

Rutherford moved to approve the April 6, 2006, regular meeting minutes as written. Boone seconded. The motion carried unanimously.

Consent Agenda

1. Consider Change Order #11 – Credit to Library Contract

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

New Agenda Items

04-06-06 Public Hearing – Consider Variance, 102 Braelinn Court

Property owners Philip and Patricia Gurney addressed Council. The Gurneys planned to build a 200 square-foot extension on the rear of their home to be used as a family room. The plan originally submitted did not show the extension encroached into the rear building setback. The building permit was approved on June 30, 2005; however, a foundation survey was required prior to any construction above slab level. Gurney said the footing inspection and slab inspection were approved in August 2005. Another survey was prepared in September 2005 and showed that the extension encroached 8.5 feet into the rear setback.

Gurney said the variance was needed to finish construction. He presented letters from his neighbors to Council. Mrs. Gurney told Council that they set out to do the project properly. The measurements taken had not included the allowance for Peachtree Parkway right-of-way, which was where the problem came from. The extension could not be seen from Peachtree Parkway, and the neighbors on both sides supported the request.

No one spoke either for or against the variance.

City Planner David Rast told Council that the Gurneys applied for a building permit on June 16, 2005. They also submitted a sketched plan of the proposed addition, which was on the rear of

the home. A 30-foot rear building setback was required in GR-6 zoning. The building permit was issued on June 30, 2005, and the foundation survey requirement prior to any subsequent construction was clearly stamped on the permit. He said once the foundation survey was submitted, then it could be identified whether or not the addition encroached into the setback and allowed the City to address any problems before the applicant started building the addition. The plans examiner had also added a note to the Gurneys' building permit that read, "No construction is permitted above the slab level prior to foundation survey approval."

Rast continued that the Gurneys had followed the typical building process. They requested a footing inspection before pouring the footing, which was approved. They also requested a slab inspection, which was also approved. A foundation survey was done on September 12, 2005. The survey showed that the expansion encroached into the rear building setback upwards of eight and one-half feet, but the survey was never submitted to the Building Department. The Gurneys went ahead and built the addition. They framed it, put the siding on, added windows, and roofed it. The City had not been inside to see what had been done inside. All was done prior to submitting the foundation survey to the Building Department. There had been no inspections above slab level. Rast continued that staff recommended that Council deny the variance. If the proper procedure to submit the foundation survey had been followed, the problem could have been avoided.

Rutherford asked if a footing or slab inspection included measurements. Building Official Tom Carty explained that staff worked in a lot of close tolerance additions throughout the City. There were a lot of zero lot lines. The inspectors were instructed to inspect just the technical end of the foundation and the footing. Rutherford clarified that the inspection was to ensure that the work met the City code. Carty said that was the limit of the inspection. Rutherford asked when the building permit was issued. Rast said the building permit was issued upfront so construction could begin. There were several steps to construction. The first was the footing inspection, which was followed by a mechanical inspection if there was any plumbing involved. Before any construction started above slab level, a foundation survey was required.

Logsdon clarified that the extension would have to be eight and one-half feet closer to the building to be approved. Rast said yes. Rutherford said Mrs. Gurney had mentioned something about measuring from the center of Peachtree Parkway and that had caused the problem. Rast said setbacks were measured from the actual property line.

Kourajian noted the location of the greenbelt. Rast said the City owned the greenbelt. The setback was measured from the property line. Rast said that Braelinn Court was one of the earlier cluster subdivisions in the City. There were six lots per acre. The lots were fairly small and had been built pretty much within the limits of where the homes could be expanded. Sometimes the homeowners wanted to enclose a patio, which could only be done if a variance was granted, because of the size of the lots and the setbacks. Kourajian asked what could be done in those situations. Rast said the only way it could be done was if a variance were granted.

Kourajian said he had gone by the parcel. The lots were small, and the homeowners were trying to improve their home and get more livable space, which was good. He noted that he could not

see the back of the house from Peachtree Parkway, even before all the leaves came back out. The buffer belonged to the City.

Logsdon asked if there were any tolerances in the ordinance that could be given without Council approval. Rast said there was an administrative variance that applied to existing structures that encroached into a setback. The administrative variance could not exceed 25% of the required setback up to 10 feet. The administrative variances applied to older homes that were built before foundation surveys were required. Staff was finding that those homes were just placed on the lots in the older subdivisions. When a new homeowner came in and wanted to remodel, they found the home encroached into the setback. The administrative variance was set up so the second, third, and fourth owner would not be penalized. Rutherford clarified that an administrative variance was not for new construction. Rast said it was not for a new encroachment. Any new encroachments had to go through the variance process.

Plunkett said the Gurneys could only have built a four-foot addition. She asked what the Gurneys would have been told if everything had been known when they came in for a building permit. Rast said the review was based on the information that was submitted, which was a hand-drawn sketch that showed a 30-foot setback. There was not a survey of the property. Gurney said the drawing was based on the 1999 survey. Mrs. Gurney said the builder also measured several times. It was truly a mistake made in measurements. She said the Building Department had indicated the 1999 survey would be acceptable. The Building Department later said the 1999 survey would not be acceptable because the survey was not complete. Mrs. Gurney called the survey company and asked if they would complete the survey. The company said it had been too long and would charge the Gurneys to do the survey again. Mrs. Gurney said they called another company and that was when the discrepancy was found. She added that nothing had been done inside. When they were told to stop, they stopped.

Boone asked if the extension could be grandfathered under the original 1999 survey. Rast said it could not since the structure still encroached into the setback, regardless of when the survey was prepared. The setback was still 30 feet.

Kourajian asked if a variance would be needed if the extension were a freestanding structure. Rast said it would depend. An accessory structure had to be detached and placement depended on the lot width. Rast read the ordinance pertaining to accessory structures, which stated that an accessory building could not be located in the rear setback area on lots less than 50 feet wide at the rear property line. On lots more than 50 feet wide at the rear property line, a single accessory building of not more than 100 square feet could be located in the rear setback area.

Boone asked why the issue had not come up during the slab inspection. Rast said the inspector looked at the slab and how it was poured. They did not measure from the slab to the property line. The responsibility to show the structure did not encroach into the setback fell on the property owner.

Rutherford asked what options there would have been if the encroachment had been noticed prior to issuing the building permit. Rast said their options at that point included a variance request. Staff's position would still be the same because of the ordinance requirements.

Logsdon asked if the same inspector inspected the slab and reviewed the foundation survey. Carty said no; he reviewed the foundation surveys.

Kourajian asked how wide the greenbelt was in the area. Rast said it was at least 30 feet if not more. Kourajian said the edge of the structure was at least 50 feet from the road. Rast said probably, and added that the greenbelt was dense. The structure was most likely not visible from the road.

Logsdon noted that the greenbelt hid the structure, and that the structure could only be seen by the neighbors at 100 and 104 Braelinn Court. He asked if approving the variance would open a Pandora's box. He wanted to grant the variance, but said Council had to protect the rest of the City. Rutherford said the request did not meet the requirements to grant a variance. She continued that what was right for these homeowners was not always right for the entire City. Variances were granted based on whether or not special circumstances contributed to the request or peculiar to the particular property, whether or not the situation posed an unnecessary hardship for the applicant, and whether or not the request was due to an intentional act by the applicant. Rutherford said the homeowners started construction over the slab before they got approval for it. Mrs. Gurney said several inspectors had been out to the property. Rutherford said the requirement was to have a foundation survey done prior to building on a slab. She asked if anyone in the Building Department told the Gurneys they could move forward.

City Attorney Ted Meeker said that legally the request did not meet the requirements of a variance, but was clearly an unfortunate case. Staff's position was that the request did not meet the ordinance requirements. An approval would set precedent. If Council granted the variance request because they wanted to, rather than meeting the standard, then they would have to change the ordinance. He understood the process was frustrating, but the inspectors were not surveyors or engineers, which was why the foundation survey was required as part of the process. Meeker gave an example from Atlanta. A billboard was permitted and constructed before Atlanta realized it had been put up in error. Atlanta asked the company to take the billboard down. The company sued because they had received a permit. The State Supreme Court said that the person who issued the permit could not circumvent what the legislative body had prescribed. This request was something similar. There were no actual errors made. He questioned whether or not something should have been noticed. He said that could be argued, but it could also be argued that the problem would have been avoided if the foundation survey had been presented.

Rast reiterated that the City only had record of two formal inspections – the footing survey and foundation survey. The Building Department had been to the site to look at the structure on other occasions, but there had been no other formal inspection requests submitted to the Building Department. He continued that the additional visits were all after it was noticed that the addition encroached into the setback.

Kourajian noted that this was a smaller home in a smaller neighborhood. The owners were doing something the City wanted them to do, which was to improve the property. He said the City needed to look at similar situations in similar neighborhoods.

Kourajian moved to approve the variance. Boone seconded. The motion failed 2 (Kourajian, Boone)-3 (Logsdon, Plunkett, Rutherford).

Kourajian asked what the Gurneys should do. Meeker said that legally the structure would have to be brought into conformance with the zoning ordinance. Kourajian asked if there was anything else that could be done. He asked City Manager Bernard McMullen and Rast to look at the situation. The City wanted the older, small neighborhoods to be better. Kourajian understood why the motion was defeated, but the City should look at making the City better without building new homes.

Rutherford agreed with Kourajian. If a lot was only 60 feet deep and the house was already in 30 feet of it, the owner could not even have a two-foot patio. She said she was not happy voting against the request, but felt she had to. She asked what the rationale was for a 30-foot setback. She asked if they could look at the setbacks as part of the Comprehensive Plan. Rast said that the Comprehensive Plan task force had raised the same general theme. The Comprehensive Plan would come to Council for approval in October or early November.

Kourajian asked Meeker if the Gurneys could have a stay of execution as far as tearing down the structure. Meeker said the matter would have to be discussed with Code Enforcement. Plunkett told the Gurneys that this was not to give them false hope, but she hated to tear the structure down if a change was made during the Comprehensive Plan process. It was a unique situation with the full understanding that the structure would have to come down if the setbacks did not change. Rast said that there had been many variance requests over the last several years from homeowners in the cluster subdivisions who wanted to enhance their homes, but could not do so because of the setbacks. Logsdon said the issue should be put on the fast track.

Rutherford asked if there was a way to change the permit process so a building permit would not be issued until a foundation survey was completed and submitted. She wanted to avoid future problems.

04-06-07 Consider Proposal from First Baptist Church for Community Center and Associated Land Swap

Leisure Services Director Randy Gaddo told Council that First Baptist Church representatives came to the City with the proposal in October 2005. The City had been looking for land to move the recycling center, and the church needed more land to expand its programs. Several meetings were held between the church and staff, as well as with area residents. The church leadership had been consistent in listening to the needs of their neighbors. The church was willing to rebuild the tennis courts and hitting wall, install a walking trail, and was willing to make space and time available in the community center to the City for programming. The church would pay all construction, operation, and maintenance costs. Gaddo said staff was not asking the City to approve the final site plan, but to approve the concept of a land swap. The church would take the

final site plan through the approval process and the Planning Commission. Approval of the concept would let staff begin the process and investigation. He introduced Randy Daughtry, chairman of the church's long-range planning committee; Steve Bingham, senior pastor; and Kenneth Brown, executive pastor. Gaddo said it had been a pleasure working with the church representatives on the proposal.

Daughtry gave a PowerPoint presentation (a copy is included in the official meeting file). He said the church approved the Vision Team report in January 2002. The report set the long range goals, which included remaining in the central location in the City as long as church growth was sustainable, developing a long range plan regarding all church facilities and properties that would accommodate long-term growth, and becoming more involved in the community by providing programs and services in a community life center.

Daughtry continued that the church met with Leisure Services, the Police Department, and Board of Education officials to find out the community's needs. They also looked at what services/programs the church could provide, how the programs would be staffed, and how they would be funded. In addition, the church looked at whether to welcome anyone to participate in the programs, what additional resources would be needed to better meet the needs, to what extent the church would coordinate with City programming, and how to ensure "separation of church and state."

Daughtry said the community's needs included limited, secure activities on weekend nights for teens, additional meeting areas for senior adult programs, more space for civic meetings (Scout programs, etc.), additional gym space for youth basketball leagues, and more space for recovery and support programs. The church would be able to provide a weekly Friday and/or Saturday night program for teens, programs built around senior adults, children's basketball league (Upward basketball program), a flexible schedule that would allow for civic meetings, and recovery group programs.

In January 2006, the church approved proceeding with plans regarding the community life center. The process included meetings and discussions with church leadership and the long-range planning team, CDH Partners design firm, Presbyterian Church leadership, neighbors from Pebblestump and Hip Pocket area, Twiggs Corner Homeowners Association, Peachtree City Senior Adult Council, the Leisure Services director and staff, and the City staff (City Manager, Assistant City Manager, City Planner, Public Information Officer, and City Clerk). Site development would be finalized through the City's regular process and would be completely funded by the church.

The community life center would be designed and built with primarily community programs in mind; would be completely built, financed, operated, and maintained by the church; and would operate in cooperation with the City's Department of Leisure Services. Staff would consist of a full-time director provided by the church, a support of church volunteers, qualified volunteers interested in assisting, and other qualified leaders and instructors as necessary. The conceptual floor plan included 10,000 square feet for gym/storage, 6,000 square feet for

classrooms/multipurpose (10), 2,000 square feet for youth area, and 6,000 square feet for storage and reception.

Daughtry said the benefits to the church included additional parking (current 390; proposed 652), additional meeting space with a gym/storage area for additional worship services and multi-purpose rooms, and an additional vehicle to serve the community. The site benefits to the City included a land swap, new tennis courts, a walking trail, and parking at the tennis courts. The tangible financial benefits for programming included space and programs for specific age groups, addressed some of the City's recreational facility needs, made community services available earlier than current plans, and made efficient use of City capital and operation funds. The intangible area benefits included making use of idle land in the City's center, adding to the City's "central park" concept, redevelopment of property replacing old buildings with new structures and facilities, better traffic flow around the church area in "high volume" times, and keeping a strong, positive and wholesome presence in the center of the City.

Plunkett asked if the church would be able to take down the apartment building and put in additional parking without any zoning changes or variances. Rast said they would as long as they followed the proper procedures. Boone asked if the parking areas would be pervious or impervious. Daughtry said the church would work with the City. Pervious surfaces would provide a financial benefit for the church's stormwater bill. Boone said a majority of people did not want the tennis courts to move.

Residents who spoke regarding the concept included Betty Robinson, Andrea Bergen, Jim Sherrill, Stan Neely, Pearl Andrews, Phyllis Aguayo, Frances Meaders, Nancy Larson, and Bob Fulopp. The concerns included:

- A traffic study should be done.
- There were concerns about the City swapping greenspace.
- The building should look good from all corners.
- Area residents would be surrounded by a parking lot.
- Traffic was just on Sundays and Wednesdays now, but it could be every night.
- There were concerns about whether the City had the right to swap a grandfathered park.
- There were already problems with drainage; more asphalt meant more runoff.
- A land swap was precedent setting.
- There were concerns about lighting, traffic, berms, and losing trees.
- There was already noise from the tennis courts and moving them closer to homes would not help.
- The park land was given to the City as greenspace and was intended to stay that way.
- The proposed changes would drastically affect the neighborhood.
- A parking lot would be an ugly entrance to the subdivision.

Rutherford clarified that Council would vote only to approve the concept at this meeting. Meeker said the motion to approve the concept would have to include the limitation that the plan itself was not being approved, nor was any land swap approved. Rutherford asked if this was

similar to the annexation process, where the applicant asked for approval to move forward. Meeker said they were similar in principal. Logsdon said he understood that the church was presenting a plan to get an idea from Council if they should move forward with the planning process to determine the consequences of the land swap and move into public debate. Meeker said the actual plan would go to the Planning Commission. The land swap was a key component of the plan and would have to come before Council. Plunkett noted that any swap had to be for property that was equal to, or greater in value, than the property the City would give. Rutherford added it was also not based on the volume of land – just the value.

Boone and Kourajian said they wanted to see the plan. McMullen said that, as long as the site plan was in compliance with the zoning regulations, there was no need for Council to look at it. Rutherford added that, if the land could not be found to do what the City needed to do as far as the land swap, then there would be no swap. Meeker said he expected Council to look at the plan to determine if the swap was equitable. Kourajian clarified that Council could delay any vote on the land swap until a site plan had been approved. Meeker said Council would also need to decide whether to make the swap or not, as well as what the consequences would be. In that regard, Meeker expected Council to look at the plan.

Fulopp told Council he was on the Planning Commission when the land for the park was given to the City, and the area was rezoned. He said the deed restricted the land for use only as a park/greenspace, and information would be in the May 19, 1973, Planning Commission minutes. Meeker said he would have to look at the deeds for the land. Boone said the public and Council would be able to attend the Planning Commission meetings.

Kourajian asked Meeker what the church expected from Council, or if the church just wanted to know if Council was going to say no. Meeker said yes. Daughtry said the conceptual site plan was a huge financial step. The final site plan would be expensive. He would have to get back with the church leadership to discuss the next step if Council said maybe. Kourajian said he had to say maybe. He could not commit to a land swap now. The concept had merit, but he wanted to see how it looked and impacted the area.

Rutherford said she did not believe the church should move forward until they knew there was property to swap. The question before Council was whether or not to approve the concept. The concept had merit, but she did not know if she would approve the land swap. Daughtry clarified that the church needed to come back with a finite piece of land and site plan.

Rutherford moved to approve the concept of the church expansion with a potential land swap, but to not approve the plan as it looked now or to guarantee that Council would approve a land swap when it came back to Council, based on whether or not it was an appropriate land swap. The swap would be considered after the plan was approved. Kourajian seconded.

Kourajian said the swap would be not zero for the City. He questioned why the City could not consider the proposed gym as another venue for the basketball program, rather than have the church having a separate program. Gaddo said that was possible. The Upward program was just an idea. He said the City already used space at St. Paul Lutheran Church for basketball program.

activities. Gaddo said the City, from a programming perspective, would use the community center just like any other facility.

Boone asked Gaddo how the scheduling would work. Gaddo said that staff would work with the church every three months to look six months out on scheduling. The use would be on a planned basis. Unexpected things would be scheduled as needed.

Kourajian said he was concerned about the actual use of space. The pretense was that the City would always have the space to use, but the church would continue to grow. The church could eventually use all the time and space, and the City would no longer have use of the facility. Daughtry said the church had space now that was available. Fortunately, the prime times for City use and church use were not the same. It was possible that the church would fill up the space, but it was highly improbable. He said if the church guaranteed time and space to the City, then that would come close to a "church and state" situation.

Rutherford said if people were involved in church programs, then there would be relief for City programs. Kourajian said it would depend on the programs. Logsdon added that there was space available in the church today for some of the programs, such as the seniors' bridge program. The City needs were not during the church's prime times. Kourajian agreed, but said that at some point those times might be the same. He said the City needed to make sure there was always space since that was the reason he would agree to a land swap. Rutherford said Council had to look at all aspects. The church could agree that there would always be space for City programs, but it might not be a good land swap. She said they should focus on the whole process.

Kourajian noted that the plan included a 67% increase in parking. He said he would prefer pervious surface if at all possible. This would be a Planning Commission issue.

The motion carried unanimously.

04-06-08 Consider Amendments to PCTA Bylaws and Articles of Incorporation

McMullen said that Council had given guidance in January 2006 regarding changes to the Peachtree City Tourism Association's (PCTA) Bylaws and Articles of Incorporation. Currently, a Council Member and the City Manager served on the board. The recommendation was that citizens at large replace those two positions. Proposed changes from the PCTA included the addition of three non-voting positions to the board. The non-voting positions would include the Fayette County Chamber of Commerce president or designee, the Board of Education superintendent or designee, and a representative from the hotel industry.

Rutherford noted that the Bylaws currently had a voting position on the board for someone from the local hotel industry. She said that there would be a voting and a non-voting member from the hotel industry if the changes were approved. McMullen said that was correct.

Rutherford moved to approve the amendment of the Bylaws to include the changes the City requested that the five-member board be comprised of three citizens-at-large, one employed by the hotel or restaurant business, and the chairperson of the Recreation Commission, and that

there be three non-voting members, someone from the school system or designee, someone from the hotel/motel industry or designee, and the Chamber of Commerce director or designee. Kourajian seconded.

Kourajian asked why someone from the Board of Education was included as a non-voting member. McMullen said it was because of working with the Board of Education as far as use of the facilities. The high school tennis teams were now using the Tennis Center. The schools could have events at the Amphitheater. Their input and involvement was needed. McMullen said it was just a different input.

Plunkett said she had researched approximately 40 development authorities and tourism boards across the state. In general, most of the tourism boards and downtown development authorities had a board that was larger (seven members) than the City's and had a number of non-voting members that were from the City or various entities that held events. Most of the boards also had an elected official. Plunkett continued that she spoke to three cities - Alpharetta, Fayetteville, and Acworth. She asked why they felt an elected City official was important to have on the board. The response was that the elected official kept the lines of communication open. They also responded that everything was political, and there were ways to overcome it. Plunkett said the City was coming from a situation where it was completely political. They were trying to have an effective organization and to keep politics out, but should probably recognize that politics were part of everything they did. Plunkett said Rutherford to amend her motion to approve everything but Article 8, Section 4, and that a Council Member continue to serve on the board. She suggested that a Council Member serve a specific period of time that did not coincide with the term of office, or take that portion out to allow staff to research the issue in greater detail.

Rutherford said a Council Member did not belong on the PCTA. There was no reason the PCTA could not send regular reports or that Council could not go to the board meetings. She would not entertain the amendment to the motion. If it was voted down, then there could be another motion. Plunkett said the current board was unanimous in their request that a Council Member remain on the PCTA. The board members felt a Council Member was an important conduit for information. Plunkett agreed that the City Manager should not continue as a voting member of the board. Rutherford said Council appointed the board members. Council's opportunity was in whom they placed on the board.

Logsdon said he did not want the City Manager to serve as a board member, but he had no feeling one way or the other regarding a Council Member. The other authorities operated responsible organizations without a Council Member serving on the board. Boone said he agreed with Logsdon.

The motion carried 4-1 (Plunkett).

Rutherford said the issue could be revisited in a year. Plunkett questioned whether the Council understood what they had voted on. Logsdon said he understood what the vote had done. He also understood that Plunkett was planning to make another motion. Plunkett said the motion

had to be denied in order to make another motion. Rutherford clarified that Council's vote meant the PCTA would be composed of four members of the general public and the Recreation Commission chairperson. There would be a subcommittee with the City Manager and the Finance Director that would meet monthly with the PCTA, and there would be the opportunity to add the three non-voting members. Plunkett said that, in order to do anything different, the motion had to be defeated. Meeker said if Council wanted to reconsider the motion, then one of the members on the prevailing side of the vote could make a motion. Logsdon said if Council decided to add the Council Member to the board at a later date, then they would follow the same process to amend the Bylaws. Plunkett said the PCTA also had to vote on the proposed changes.

Plunkett said the City's board was new. There were others in the state that worked, and she saw no reason not to use their models. Rutherford said the City did not know if the City's board would not work. Change was very difficult, but it would be obvious whether it was working without Council input, or not, in a year. The issue could be revisited at that time. Kourajian said they could also look at whether having non-voting members on the board was also working, or if there were other entities that should be added.

Plunkett said there should be a timeline. She noted that there would not be a quorum if the Council Member and City Manager were taken off the board now. Meeker said Council should have a motion to delay the effective date of the changes. Boone moved to delay the effective date of the changes until there was a full board, or 90 days. Kourajian seconded. Meeker said the effective date should be 90 days from the date the PCTA approved the changes. Kourajian seconded the amendment to the motion. The motion carried unanimously.

04-06-09 Consider Approval of Guidelines for Public Comment

Rutherford noted there was an additional document on the dais -- a revision of the guidelines. Plunkett moved to approve the public comment guidelines as placed on the dais (document marked 04-06-09). Rutherford seconded. Rutherford added that a timer would be needed. The motion carried unanimously.

04-06-10 Consider Ordinance Amendment to Sec. 2-35 Public Participation

Rutherford moved to approve the amendment to Sec. 2-35 Public Participation. Boone seconded. The motion carried unanimously.

04-06-11 Consider Rescue/Pumper Bid Award

Lieutenant Jeff Koldoff was available to answer any questions that Council had.

Rutherford moved to approve the staff recommendation to purchase the rescue/pumper from Rosenbauer America/Central States (Southern Emergency Products as the dealer) for the bid amount of \$399,793, with an available discount of \$7,087 if the chassis were paid for on delivery and that the City would pay for the chassis on delivery. Boone seconded.

Kourajian asked where the savings would come from. Salvatore said the rescue/pumper was one of the financed items. The savings would be realized on the debt service over the next four to five years.

The motion carried unanimously.

04-06-12 Consider Design of Approaches to Flat Creek Bridge

City Engineer Dave Borkowski addressed Council. He noted that the bridge was in place. The approaches had to be designed so they would not impact the floodplain and the wetlands. The Request for Proposals (RFPs) came back in March, and the prices ranged from \$62,000 to \$132,000. Staff evaluated the RFPs from the four companies. He said that the LPA Group had the lowest price at \$62,860, but Integrated Science and Engineering (ISE) had done similar bridge projects and had floodplain experience. Also, ISE was the only firm that understood one of the key points, which was that the design also include information for two-year through 50-year storm events. ISE also evaluated possible alternatives in their proposal as well as consulting with the City's Water and Sewerage Authority. In addition, ISE provided a cost savings with an alternative that could result in a \$26,300 reduction in the design cost, or a cost of \$58,100 compared to \$84,400. Borkowski said staff recommended that the contract be awarded to ISE at an amount not to exceed \$84,400. The funds would come from the PIP contingency fund.

Rutherford moved to award the design of the approaches to Flat Creek bridge to ISE for an amount not to exceed \$84,400. Boone seconded.

Logsdon asked, when comparing the weighted score, if two-tenths of a point was worth \$22,000. Kourajian said the chart was great and asked about the criteria. He asked how staff determined that the weighted score should include price (50%), similar project experience and references (30%), and demonstrating understanding of the RFP (20%). Borkowski said the criteria had been used in the past. He continued that he and McMullen had discussed changing the weight of the criteria for engineering and professional services. Staff was looking for experience and the better firm. Kourajian said he agreed with that, but questioned whether the City might be able to educate a company if there was a significant difference in the cost. Borkowski said that part of demonstrating understanding of the RFP was whether they had actually read the RFP and understood what the City was looking for. McMullen said that RFPs were used for professional services and when there needed to be more considered than price. Going by price only was a "pay me now or pay me later" situation. If a cost were lowballed, then the City would pay on the construction end when the change orders started. Design costs were usually 10% in the overall construction process so there should be more weight on the planning.

Kourajian asked how experience was determined and how it was determined whether or not a company understood the RFP. McMullen said it was a subjective evaluation, but one person did not do the evaluation. The subjective nature was taken out to some extent when three or four people evaluated the proposals. There were detailed criteria in the RFP, and those doing the evaluation looked at how well the person that submitted the proposal understood the criteria. Rutherford asked if more detail in one proposal than another was also a factor. She noted that ISE had answered all of the questions on storm events. Borkowski said that was a factor. Companies that missed things in the RFP received deductions, and those deductions were subjective. Rutherford noted that five was a perfect score, so ISE had also missed some things in the RFP. All of the companies were compliant, but some were more specific. Kourajian said he trusted staff, but just did not understand how it was scored. Rutherford asked if there was a

checklist to identify the items the companies picked up on. Borkowski said there was not. He checked off the items in the RFP as he went through the proposals. The scope of work sent with the RFP could be used as the checklist.

Kourajian noted that the previous Council had gone through the wringer on bids with less than \$1,000 difference. It was all based on subjective reasoning. Rutherford said that it was not subjective to compare the proposals to the scope of work. Borkowski said the proposals were supposed to comply with the scope of work. Rutherford said that Borkowski had noted in his staff memo that ISE had evaluated alternatives. She understood that to mean there was something staff had used to check things off. She said there were many problems with City facilities because the City had taken the lowest bid to save a few dollars. Plunkett said there was a very small difference, only two-tenths of a point. Boone said he agreed with McMullen that, if the City went with the low bid, there would be change orders when the company did not have the experience. ISE had gone to WASA to consult before submitting the proposal. Rutherford added that if ISE truly came through with the discount, it would be worth it. One of the reasons there was a bridge with no approaches was because there was no forethought on some of those things. She accepted the fact that ISE picked up things another company did not.

Logsdon clarified that ISE could come in at \$58,000. McMullen said ISE thought there could be an alternative to save on one of the more expensive items. If the alternative worked the first time through on the model, then the project would cost less. Kourajian said he did not need to know the specifics, but agreed with Borkowski that the weight criteria should be changed. Plunkett said that ISE would have come up higher if the criteria were changed. McMullen said the weight for each category was included in the RFP. Boone said he worked with a lot of RFPs and understanding the scope in the RFP was very important.

Plunkett asked what the balance in the PIP contingency would be. Salvatore said the funds were coming from a prior year PIP because it was an ongoing project. The funds would come from the remainder in the FY 2004 PIP contingency. There was \$165,609 in FY 2004 PIP contingency. The balance remaining after this project would be \$81,209. There were still several other unfinished projects.

The motion carried unanimously.

Council/Staff Topics

Rutherford referred to a document on the dais that listed the attendance of the members of the Comprehensive Plan advisory board. She said she was disturbed by the attendance and noted that some of the members had not attended any meetings. Rast said that there had been 40-50 applications for the advisory board. Staff narrowed the list down and tried to select two to three people from each village. Council had also provided names of people to serve. Thirty people were selected to serve on the board, and about 50% had attended one to three meetings. The 10-15 people who routinely attended the meetings were very helpful and enthusiastic. The advisory board was currently finalizing the community assessment. He said four of the top five people attending the meetings had helped develop the community survey, which would be used as they got into the community agenda. He pointed out that the advisory board was not supposed to be

formed until they got into the community agenda. Kourajian asked Rast if the members attending the meetings were doing what needed to be done. Rast said the 14-15 members who were coming were very dedicated. Kourajian asked if those with low, or no, attendance should be replaced. Rast said they should be kept. Some of the members were good about calling when they could not attend. Once the survey was ready, more would be attending. The representation was good.

Kourajian asked if there was a report on 103 Waterwood Bend. McMullen said that he would send an update in an e-mail.

Rutherford said the SPLOST signs were up on the multi-use path from Braelinn Village and down Peachtree Parkway. Plunkett said she had received several calls from people who liked seeing the SPLOST signs.

McMullen said the new opening date for Three Dollar Café was May 1.

Rutherford moved to convene in executive session for threatened or pending litigation and a personnel issue. Boone seconded. The motion carried unanimously.

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

There being no further business to discuss, Kourajian moved to adjourn. Plunkett seconded the motion. The motion carried unanimously. The meeting adjourned at 10:22 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

2006 City Event Calendar

	<u>May</u>	<u>June</u>
	5/4 – City Council Meeting, 7 pm 5/6 & 7 – Spring Cleanup, 8:30 – 4:30, Recycling Center 5/7 - Japanese American Friendship Festival, 11 am – 2 pm, Shakerag Knoll 5/13 – Touch-A-Truck/Wellness Fair, 10 am – 2 pm, McIntosh Trail 5/18 – City Council Meeting, 7 pm 5/29 – Memorial Day, City Offices Closed Memorial Day Celebration, 8:30 am at City Hall	6/1 – City Council Meeting, 7 pm 6/15 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day – City Offices Closed 7/6 – City Council Meeting, 7 pm 7/20 City Council Meeting, 7 pm	8/3 – City Council Meeting, 7 pm 8/17 – City Council Meeting, 7 pm	9/7 – City Council Meeting, 7 pm 9/4 – Labor Day, City Offices Closed 9/16 – 17 – Shakerag Arts & Crafts Festival, Shakerag Knoll 9/21 – City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/5 – City Council Meeting, 7 pm 10/14 & 15 – Great Georgia Air Show 10/19 – City Council Meeting, 7 pm 1021 – PTC Classic Road Race 10/31 – Halloween	11/2 – City Council Meeting, 7 pm 11/16 – City Council Meeting, 7 pm 11/23 & 24 – Thanksgiving Holiday – City offices closed	12/7 – City Council Meeting, 7 pm 12/21 – City Council Meeting, 7 pm 12/25 & 26 – Christmas Holiday – City offices closed.

2007 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/4 – City Council Meeting, 7 pm 1/18 – City Council Meeting, 7 pm	2/1 – City Council Meeting, 7 pm 2/15 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/15 – City Council Meeting, 7 pm

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

Updated 4/27/06

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: March 2006

	<u>February-06</u>	<u>March-06</u>	<u>FY 2006 YTD</u>	<u>FY 2005 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	3	2	9	11
City Vehicle / Equipment Accidents	2	0	6	9
Lawsuit Legal Fees	\$5,767.73	\$6,226.06	\$37,188.32	\$61,768.60

Municipal Court

Fines Collected	\$125,441.70	\$124,180.65	\$744,553.97	\$655,412.38
Online Transactions	175	212	1,098	870
Citations Closed	794	795	4,240	4,155
Jail Fund Balance	\$4,060.31	\$2,243.02	\$83,602.95	\$56,561.61

A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Public Information

New Businesses Registered	31	42	165	185
Public Contacts, Questions & Complaints	91	95	507	401

This includes 3 complaints against Comcast Cable Company, 1 sanitation company complaint, and 0 Open Records/Discovery Requests.

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2006**

	Feb-06	Mar-06	Fiscal Y-T-D 2006	Fiscal Y-T-D 2005
DEVELOPMENT PERMITS:	7	30	96	78
BUILDING PERMITS:				
Single Family Residential	6	21	88	49
Multi-Family Residential	0	0	0	9
Misc.-Pools/fences/additions	51	79	263	300
Commercial/Industrial	13	27	84	63
TOTAL INSPECTIONS:	621	750	3,554	3,171
CERTIFICATE OF OCCUPANCY:				
Residential	7	13	56	105
Commercial	0	6	23	24
Multi-Family Residential	0	0	0	3
CODE ENFORCEMENT:				
Sign Violations	83	147	1323	493
Rehab	16	18	89	88
Notice of Violations	159	234	959	1344
Citations	0	6	11	8
Stop Work Orders	29	15	72	50
Complaints From Citizens	8	16	77	92
PERMIT FEES COLLECTED:	25,118	52,173	333,906	218,873
POPULATION:	35,897	35,924	35,924	35,703
Based on 2.09 of completed occupancy				

CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF MARCH 31, 2006

Fund	Cash Balance	Total Investment	Total Cash and Investments	YTD Interest
General Fund	\$ 1,251,216	\$ 11,403,499	\$ 12,654,715	\$ 246,879
Neighborhood Parks Fund	1,796	-	1,796	60
DARE Fund	1,370	-	1,370	52
Federal Seizures Fund	9,238	-	9,238	184
HAZMAT Fund	2,443	-	2,443	59
Library Sales Tax Fund	9,874	-	9,874	246
Police Tuition Fund	3,923	-	3,923	96
Youth Council Fund	769	-	769	23
Fire/EMS Grant Fund	(18,348)	-	(18,348)	-
PD Cert/GEMA Grant	19,819	-	19,819	-
Athletic Assoc. Funds	52,734	-	52,734	1,145
Hotel/Motel Tax Fund	-	-	-	-
Library Construction Fund	-	208,153	208,153	13,878
S.P.L.O.S.T.	1,398,494	-	1,398,494	21,017
Public Improvement Funds	758,672	1,004,832	1,763,504	68,484
Debt Service Funds	-	-	-	-
Stormwater Utility Fund	-	-	-	-
Municipal Court Fund	57,606	-	57,606	-
Landscape Deposit Fund	126,040	-	126,040	-
Total Collateralized Funds	\$ 3,675,646	\$ 12,616,484	\$ 16,292,130	\$ 352,123
Pension Trust Fund	-	8,878,798	8,878,798	-
Grand Total	\$ 3,675,646	\$ 21,495,282	\$ 25,170,928	\$ 352,123

Collateral Analysis as of March 31, 2006		
Safe-keeping Bank	Bank	Total Held
Bank of New York	Wachovia	\$ 18,282,897

CITY OF PEACHTREE CITY
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON (UNAUDITED)
FOR THE SIX MONTHS ENDED MARCH 31, 2006

REVENUES BY MAJOR CATEGORIES				
Description	2006 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,119,954	\$ 8,522,669	\$ (597,285)	93.45%
Franchise Taxes	2,100,128	993,227	(1,106,901)	47.29%
Local Option Sales Tax	6,554,892	3,416,021	(3,138,871)	52.12%
Other Sales & Use Taxes	635,702	308,775	(326,927)	48.57%
Business Taxes	1,921,788	1,987,151	65,363	103.40%
Licenses & Permits	945,801	643,805	(301,996)	68.07%
Grants	310,929	-	(310,929)	0.00%
Charges for Services	1,197,915	440,308	(757,607)	36.76%
Fines & Forfeitures	1,174,904	532,643	(642,261)	45.34%
Investment Income	281,208	246,879	(34,329)	87.79%
Surplus Carryover	1,947,240	-	(1,947,240)	0.00%
Other Revenue	88,551	6,757	(81,794)	7.63%
Other Financing Sources	395,891	179,164	(216,727)	45.26%
Total General Fund	\$ 26,674,703	\$ 17,277,399	\$ (9,397,304)	64.77%
Hotel/Motel Tax Fund	999,413	525,953	(473,460)	52.63%
Total General & Hotel/Motel Tax Funds	\$ 27,674,116	\$ 17,803,352	\$ (9,870,764)	64.33%

EXPENDITURES BY DIVISION AND/OR TYPE PERCENTAGE OF BUDGET YEAR COMPLETED - 50%				
Division and/or Type	2006 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Administrative Services	\$ 1,603,147	\$ 783,433	\$ 819,714	48.87%
Developmental Services	1,852,302	744,273	1,108,029	40.18%
Financial Services	845,259	391,267	453,992	46.29%
Leisure Services	4,807,693	2,155,659	2,652,034	44.84%
Public Safety	9,516,800	4,456,972	5,059,828	46.83%
Public Works	4,624,521	1,743,297	2,881,224	37.70%
Council Contingency	60,500	-	60,500	0.00%
Non Profit Organizations	15,000	15,000	-	100.00%
Grant Incentive Program	50,000	-	50,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,520,276	1,606,448	1,913,828	45.63%
Liability Insurance	73,486	50,621	22,865	68.89%
Legal Services	155,125	57,774	97,351	37.24%
General Administration	75,000	9,220	65,780	12.29%
Other	(559,406)	-	(559,406)	0.00%
Total General Fund	\$ 26,674,703	\$ 12,048,964	\$ 14,625,739	45.17%
<u>Hotel/Motel Tax Fund</u>				
Transfer to General Fund	333,138	175,318	157,820	52.63%
Transfer to Tourism Fund	666,275	350,635	315,640	52.63%
Total General & Hotel/Motel Tax Funds	\$ 27,674,116	\$ 12,574,917	\$ 15,099,199	45.44%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF MARCH 31, 2006

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER MARCH 2006			
Description	Vendor	Award	Date
Brush Chipper	Southeastern Equipment Co.	\$ 35,200.00	03/27/2006

PURCHASING REPORT FOR MONTH ENDED MARCH 31, 2006 AND MARCH 31, 2005		
Activity	Fiscal Year 2006	Fiscal Year 2005
Purchase Orders / Requisitions Processed	268	226
City Store Requisitions Processed	8	13
Sealed Bids Requested	5	5
Requests for Proposals	2	1
Bids Awarded	4	3
Requests for Proposals Awarded	1	1
Contracts Prepared	13	2
Fixed Assets Purchased	17	3

INFORMATION TECHNOLOGY REPORT MARCH 2006 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2006
Work Orders Created	152	577
Work Orders Closed	113	479
Work Orders Open	35	76
Corrective Work Orders	105	364
Project Work Orders	5	30
Technical Support	35	154
Website Visits	33,809	170,600

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2006 MONTHLY REPORT**

	Feb. 06	Mar. 06	2006 Y-T-D	2005 Y-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	1	16	23
Actual Business/Industrial Fires	0	0	6	7
¹Rescue/EMS Assist	166	156	903	822
¹Vehicle/Golfcart Accidents	19	18	149	124
¹False Alarms	18	22	119	150
²Other	17	26	149	191
Total Engine Response	223	223	1342	1317
 Dispatched Fire Calls	 45	 48	 323	 376
 Response Time Fire	 4:31	 4:16	 4:46	 4:56
 RESCUE/EMS				
Trauma	32	44	398	382
Medical	153	127	713	491
Total # Patients	185	171	1111	873
 Patients Transported	 89	 94	 520	 414
 Dispatched EMS Calls	 181	 179	 1030	 948
 Total Medic Response	 267	 262	 1352	 1167
 Dispatched Fire/EMS Total	 226	 227	 1353	 1324
 Response Time EMS	 4:21	 4:22	 4:11	 4:09
 EMS BILLING				
Patients Billed	71	71	465	469
 Revenue Generated	 28,154	 27,549	 181,903	 181,411
 ³Total Revenue Received	 25,864	 23,708	 140,801	 107,467

¹Previously categorized as Other

²Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

³Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

March 2006

<u>Activity Description</u>	<u>Unit</u>	<u>March 2006</u>	<u>FY 2006 YTD</u>	<u>FY 2005 YTD</u>
Library				
Books Circulated	number	22,950	113,402	92,372
Internet Usage	visits	3,288	13,220	13,472
Computer Lab Use	hours	108	256	100

Recreation

Class/Program Revenue	\$	\$2,757	\$18,087	\$24,745
Playing Surface Mowing	hours	310	1,240	930
Playing Field Preparations	hours	890	3,381	3,170
Building Maintenance	hours	505	2,568	2,518
Safety Inspections	visits	50	300	300
Litter Removal	hours	288	1,634	1,728
Complaints answered	number	2	12	6

**PEACHTREE CITY POLICE DEPARTMENT
2006 MONTHLY REPORT**

	FEBRUARY 06	MARCH 06	2006 CYTD	2005 CYTD
PART I CRIMES				
Murder	0	0	0	0
Rape	0	0	0	1
Robbery	0	0	0	2
Aggravated Assault	1	0	1	2
Arson	0	0	0	2
Auto Theft	2	1	10	11
Theft	30	26	76	52
Burglary	4	2	7	2
TOTAL PART I CRIMES	37	29	94	72
ALCOHOL/DRUG ARRESTS				
DUI TOTAL	8	25	52	60
DUI - ADULT	8	22	47	55
DUI UNDERAGE	0	3	5	5
MINOR IN POSSESSION OF ALCOHOL	2	5	17	10
DRUG ARRESTS:				
MARIJUANA	2	6	12	21
METHAMPHEDIMINE	0	1	1	2
COCAINE	0	0	0	1
OTHER (opium, etc)	0	0	0	0
ARRESTS				
PROPERTY CRIMES	16	4	38	30
PERSON CRIMES	2	3	9	14
CITY ORDINANCES	23	40	96	103
TRAFFIC OFFENSES	47	50	181	80
OTHER	40	47	148	117
AVERAGE RESPONSE TIME	5.39	5.45	5.43	5.30
CALLS ANSWERED	5,546	6,165	18,494	19,115

PUBLIC SERVICES MONTHLY REPORT

MARCH 2006

<u>Activity Description</u>	<u>Unit</u>	<u>March- 06</u>	<u>FY2006YTD</u>	<u>FY2005 YTD</u>
Street Patching	Hrs.	142	858	402
Street Crack Sealing	Hrs.	336	344	260
Drainage Maintenance	Hrs.	15	749	1,818
Street Sweeping	Hrs.	90	292	264
Cart Path Paving	Ft.	8,456	20,562	6,612
Cart Path Prepped for Paving	Ft.	380	11,884	~~~
Cart Path Litter Removal	Hrs.	85	684	524
Cart Path Drainage Maintenance	Hrs.	208	1,673	878
R.O.W. Mowing	Hrs.	30	534	780
R.O.W. Litter Removal	Hrs.	484	2,587	1,778
General Maintenance	Hrs.	299	1,616	2,402
Mowing (Subdivision Entrances	Hrs.	0	1,433	2,017
Landscape Maintenance	Hrs.	106	554	507
Landscape Planting/Mulching	Hrs.	1,050	3,646	1,514
Litter Removal	Hrs.	0	0	14
Subdivision Sign Maintenance	Hrs.	8	141	173
Traffic Sign Maintenance	Hrs.	179	971	1,139
Vandalism Repairs	Hrs.	2	26	79
Vandalism Repairs	Dis.	100	949	1,382
Citizen Requests Answered	Num.	71	340	587
Community Service	Hrs.	20	136	35

RECYCLING SITE

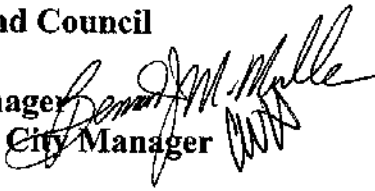
Manhours	Hrs.	70	392	375
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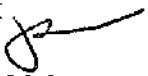
PARTICIPANTS

Recycling	Num.	328	1,324	1,310
Composting	Num.	682	5,090	8,776
Mulch Pick Up	Num.	200	534	387

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: April 28, 2006

SUBJECT: Alcohol License – Change in Licensee and Management Company –
Cendant Hospitality, Inc. dba Wyndham Peachtree Conference Center
May 4, 2006, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a change in the alcohol licensee and management company for the alcohol licenses held by the Wyndham.

Discussion:

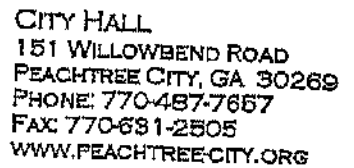
Wyndham Peachtree Conference Center, located at 2443 Highway 54 West, has submitted a request for a change in the alcohol license. Cendant Hospitality, Inc., has taken over management of the hotel, including food and beverage service. THI III Peachtree Lessee, LLC, remains the owner of the hotel. Mr. Joel Robert Buckberg has requested he be appointed as the Licensee. Ms. Helen King-Simmons will remain the License Representative. The criminal history from New Jersey has not yet arrived for Mr. Buckberg. If Council approves him as the Licensee it should be contingent upon a satisfactory criminal history. Mike Sard, Cendant Hospitality's attorney will attend the meeting on Thursday, May 4th, to answer any questions you may have.

Budgetary Impact:

The change will have no impact on the budget.

JSM:pd

Attachments



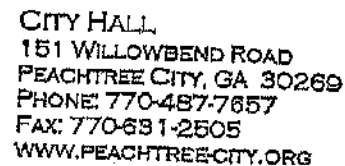
Business Name: The Hunt Club Lounge (Cendant Hospitality, Inc.)	Business Location: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	
Nature of Business: Restaurant	Mailing Address: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	Business Phone Number: (770) 487-2000
Name of Licensee: Joel Robert Buckberg, Exec. Vice President and Secretary, Cendant Hospitality, Inc.	Home Address: 10 Crooked Stick Lane Brentwood, TN 37027	Home Phone Number: (615) 776-7750
Name of License Representative: Helen King-Simmons	Home Address: 2521 Hampton Park Court Marietta, GA 30062	Home Phone Number: (678) 560-7072

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

[illegible]

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO

If YES, Please Provide Name of Employee:



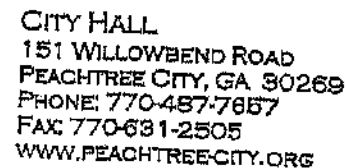
Business Name: The Terrace Restaurant (Cendant Hospitality, Inc.)	Business Location: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	
Nature of Business: Restaurant	Mailing Address: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	Business Phone Number: (770) 487-2000
Name of Licensee: Joel Robert Buckberg, Exec. Vice President and Secretary, Cendant Hospitality, Inc.	Home Address: 10 Crooked Stick Lane Brentwood, TN 37027	Home Phone Number: (615) 776-7750
Name of License Representative: Helen King-Simmons	Home Address: 2521 Hampton Park Court Marietta, GA 30062	Home Phone Number: (678) 560-7072

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

[illegible]

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES (NO)

If YES, Please Provide Name of Employee:



Business Name: Billards Food & Spirits (Cendant Hospitality, Inc.)	Business Location: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	
Nature of Business: Restaurant	Mailing Address: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	Business Phone Number: (770) 487-2000
Name of Licensee: Joel Robert Buckberg, Exec. Vice President and Secretary, Cendant Hospitality, Inc.	Home Address: 10 Crooked Stick Lane Brentwood, TN 37027	Home Phone Number: (615) 776-7750
Name of License Representative: Helen King-Simmons	Home Address: 2521 Hampton Park Court Marietta, GA 30062	Home Phone Number: (678) 560-7072

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

[illegible]

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO

If YES, Please Provide Name of Employee:

Application For Alcoholic Beverage License

Business Name: Peachtree Seafood Grill (Cendant Hospitality, Inc.)	Business Location: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	
Nature of Business: Restaurant	Mailing Address: 2443 Peachtree Hwy 54 West Peachtree City, GA 30269	Business Phone Number: (770) 487-2000
Name of Licensee: Joel Robert Buckberg, Exec. Vice President and Secretary, Cendant Hospitality, Inc.	Home Address: 10 Crooked Stick Lane Brentwood, TN 37027	Home Phone Number: (615) 776-7750
Name of License Representative: Helen King-Simmons	Home Address: 2521 Hampton Park Court Marietta, GA 30062	Home Phone Number: (678) 560-7072

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

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:
Please See Attached Rider.		

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES **(NO)**

If YES, Please Provide Name of Employee: _____

RIDER TO PEACHTREE CITY
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

The following is a list of the officers and directors of Cendant Hospitality, Inc. The contact person regarding license matters will be Joel Robert Buckberg, Executive Vice President, General Counsel and Secretary. His contact information appears below. Cendant Hospitality, Inc. is a wholly owned subsidiary of Cendant Corporation.

DIRECTORS

Gregory William Ade
Chairman, Cendant Hospitality, Inc.
43458 Firestone Place
Leesburg, Virginia 20176
[REDACTED]
[REDACTED]

No. of Shares: 0
Home Phone: 703-443-0621
Business Phone: 973-496-2800

OFFICERS

Peter J. Strebel
President and Chief Operating Officer, Cendant Hospitality, Inc.
6 Wexford Court
Mendham, New Jersey 07945
[REDACTED]
[REDACTED]

No. of Shares: 0
Home Phone: 973-496-5534
Business Phone: 973-496-5534

Joel R. Buckberg (Contact Person)
Executive VP, Deputy General Counsel & Secretary, Cendant Hospitality, Inc.
10 Crooked Stick Lane
Brentwood, Tennessee 37027
[REDACTED]
[REDACTED]

No. of Shares: 0
Home Phone: 615-776-7750
Business Phone: 973-496-5265

Robert D. Loewen
Senior Vice President & Chief Financial Officer, Cendant Hospitality, Inc.
9 Links Court
Sparta, New Jersey 07871
[REDACTED]
[REDACTED]

No. of Shares: 0
Home Phone: 973-729-6059
Business Phone: 973-496-5303

Diane Turek Pire
Vice President, Human Resources, Cendant Hospitality, Inc.
28 Forest View Drive
Chester, New Jersey 07930

[REDACTED]
[REDACTED]
No. of Shares: 0
Home Phone: 908-879-4273
Business Phone: 973-496-4982

Kevin P. Monaco
Vice President, & Assistant Treasurer, Cendant Hospitality, Inc.
15 Valley Road
Madison, New Jersey 07940

[REDACTED]
[REDACTED]
No. of Shares: 0
Home Phone: 973-301-9030
Business Phone: 973-496-7613

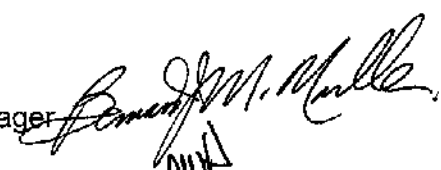
Nicola Rossi
Vice President & Assistant Controller, Cendant Hospitality, Inc.
47 Liberty Ridge Trail
Totawa, New Jersey 07512

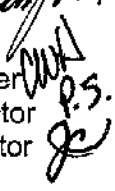
[REDACTED]
[REDACTED]
No. of Shares: 0
Home Phone: 973-720-8045
Business Phone: 973-496-5635

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Colin W. Halterman, Assistant City Manager 
Paul J. Salvatore, Financial Services Director
Janet I. Camburn, Assistant Finance Director

DATE: April 24, 2006

SUBJECT: Budget Amendments – Fiscal Year 2006
May 4, 2006 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached fiscal year 2006 budget amendments.

Discussion:

Attached please find several budget amendments (06-016 through 06-024) for fiscal year 2006 submitted for your approval. Budget amendment 06-016 transfers budget associated with senior management pension plan to the various departments from the Human Resources department to reflect change made in actual expenditures in fiscal year 2005. This budget amendment has no impact on the ending fund balance for the General Fund. Budget amendment 06-017 transfers the budget balance for GIS expenditures in the 2005 PIP Fund to the General Fund for better accountability in the future. Budget amendment 06-018 corrects the 2006 approved budget by eliminating the transfer from the SPLOST Fund to cover expenditures by Public Works on SPLOST projects. These Public Works expenditures are being charged directly to the SPLOST Fund. Budget amendment 06-019 increases both revenue and expenditures in the General Fund for Memorial Day activities. These funds totaling \$460 are amounts received in fiscal year 2005 that were not expended. This revenue will be recognized in fiscal year 2006. Budget amendment 06-020 increases both revenue and expenditures in the General Fund for a donation received for a park bench memorial from the Lake Peachtree Association.

Budget amendments 06-021 through 06-023 are housekeeping in nature. Budget amendment 06-021 adjusts the Neighborhood Parks Fund for revenue already received and expended for both the Senior Holiday Luncheon and Dog Park. Budget amendment 06-022 reduces both revenue and expenditures in the HAZMAT Fund based on the final audited amount available at September 30, 2005 to carryforward. Budget amendment 06-023 recognizes grant revenue and auxiliary donations to cover the cost of vest expenditures.

These expenditures are now recorded in the General Fund as required by the U.S. Department of Justice grant.

Budget amendment 06-024 increases budgeted revenue and expenditures in the Library Construction Fund for change orders associated with the Library/Plaza lighting project. Funds are available for this work from prior years' interest earnings on bond proceeds.

Budget Impact:

The budget impact on the General Fund, Neighborhood Parks Fund, HAZMAT Fund, Police Grant Fund, Library Construction Fund, 2004 PIP Fund, and SPLOST Fund is attached.

Thank you for your attention to this matter. If you have any questions please do not hesitate to contact either Paul or Janet.

Attachments

JIC/BUDGET AMENDMENTS – FY 06 – 5-4-06

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-016

DATE April 17, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-1320-51-2401	xx	Retirement Matching - City Manager	15,873	
100-1580-51-2401	xx	Retirement Matching - City Clerk	5,011	
100-1511-51-2401	xx	Retirement Matching - Finance	5,136	
100-3210-51-2401	xx	Retirement Matching - Police	5,136	
100-3510-51-2401	xx	Retirement Matching - Fire	4,113	
100-4100-51-2401	xx	Retirement Matching - Public Works	3,547	
100-6110-51-2401	xx	Retirement Matching - Recreation	4,770	
100-7410-51-2401	xx	Retirement Matching - Planning	4,216	
100-1540-51-2402	xx	Senior Management - Human Resources		47,802

TOTAL \$ 47,802 \$ 47,802

To re-allocate budget for Senior Management Pension Plan to individual departments.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-017

DATE April 17, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
350-1511-51-0051	051 - CPHW	GIS - Computer Hardware		27,753
350-1505-61-1110	xx	Transfer to General Fund	27,753	
100-00-39-1135	xx	Transfer from PIP Fund 350	27,753	
100-1535-54-2055	xx	GIS Service & Equipment	27,753	

TOTAL \$ 83,259 \$ 27,753

To transfer balance of GIS budget in the Capital Projects Fund 350 to the General Fund for accountability from year to year.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-018

DATE April 17, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-4100-51-1101	xx	Regular Salaries (SPLOST) - Public Works		86,876
100-00-39-1260	xx	Transfer from SPLOST		86,876

TOTAL \$ - \$ 173,752

To adjust budget to reflect that the General Fund will not receive a transfer from the SPLOST Fund but instead the salaries line item in Public Works will be reduced by the amount of salaries budgeted to be charged to the SPLOST fund for carpaths and street resurfacing.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-019

DATE April 17, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9000	xx	Other Revenue	460	
100-6110-52-1330	xx	Non-Supportable Recreation Programs	460	
TOTAL			\$ 920	\$ -

To increase both revenues and expenditures in the General Fund for Memorial Day activities. The amount of \$460 was received in a prior year and set-up as deferred revenue. This will be recognized as other revenue in fiscal year 2006 to support the increase in expenditures.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-020

DATE April 17, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-53-1650	xx	Small Tools & Equipment - Recreation	425	
100-00-38-9000	xx	Other Revenue	425	

TOTAL \$ 850 \$ -

To increase budget for both revenues and expenditures to cover the cost of park benches as a memorial. Funds have been donated to off-set these expenditures from the Lake Peachtree Association and have been deposited into the City's pooled cash account.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-021

DATE April 24, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
200-00-34-7901	xx	SAC Luncheon - Ticket Sales	1,890	
200-00-37-1000	xx	Donations - Dog Park	1,000	
200-00-37-1030	xx	Donations - SAC Luncheon	6,065	
200-6220-57-2000	xx	Transfer to Dog Park Association	1,000	
200-5520-57-3105	xx	SAC Holiday Luncheon	7,600	
200-00-38-9025	xx	Surplus Carryover		355

TOTAL \$ 17,555 \$ 355

To adjust Neighborhood Parks Fund to recognize revenue collected and expenditures since fiscal year 2005 fund balance was carried forward.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-022

DATE April 24, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
204-00-38-9025	xx	Surplus Carryover		1,188
204-3510-53-1175	xx	Operating Supplies		1,188

TOTAL \$ - \$ 2,376

To adjust amount carried forward from fiscal year 2005 based on final audited 2005 amounts for the HAZMAT Fund.

ENTERED

APPROVED

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-023

DATE April 24, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
209-00-33-1108	xx	Grant Revenue	3,105	
209-00-34-2101	xx	Donation - Auxiliary	3,105	
209-3210-53-1750	xx	Uniforms	6,210	

TOTAL \$ 12,420 \$ -

To adjust Police Grants Fund to reflect 2006 grant from U.S. Department of Justice for vests and to recognize the balance to be received from the Police Auxiliary for the vests.

ENTERED _____

APPROVED _____

--

BUDGET AMENDMENT

NUMBER 06-024

DATE April 24, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
---------	-----	-------------	----------	----------

315-00-38-9025	xx	Surplus Carryover	4,808	
315-6510-54-1305	xx	Library / Plaza Lighting	4,808	

TOTAL \$ 9,616 \$ -

To increase both revenue and expenditures in the Library Construction Fund for change orders associated with the Library / Plaza lighting project. Funds for this are from prior years' interest earnings on bond proceeds.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2006

May 4, 2006

General Fund (100)

Budgeted Revenue and Expenditures before amendments	\$ 26,732,941
Budget Amendments:	
Retirement Matching Adjustment	-
Transfer of GIS Budget	27,753
Adjust SPLOST Transfer	(86,876)
Memorial Day Transfer	460
Park Bench Adjustment	425
Budgeted Revenue and Expenditures after amendments	<u>\$ 26,674,703</u>

Neighborhood Parks Fund (200)

Budgeted Revenue and Expenditures before amendments	\$ 1,485
Budget Amendments:	
Dog Park Donation and Transfer	1,000
SAC Holiday Luncheon	7,600
Budgeted Revenue and Expenditures after amendments	<u>\$ 10,065</u>

HAZMAT Fund (204)

Budgeted Revenue and Expenditures before amendments	\$ 3,612
Budget Amendments:	
Adjust 2005 Carryover	(1,188)
Budgeted Revenue and Expenditures after amendments	<u>\$ 2,424</u>

Police Grant Fund (209)

Budgeted Revenue and Expenditures before amendments	\$ 3,320
Budget Amendments:	
Vest Grant and Donation	6,210
Budgeted Revenue and Expenditures after amendments	<u>\$ 9,530</u>

Library Construction Fund (315)

Budgeted Revenue and Expenditures before amendments	\$ 657,273
Budget Amendments:	
Change Orders - Library Plaza Lighting	4,808
Budgeted Revenue and Expenditures after amendments	<u>\$ 662,081</u>

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2006

May 4, 2006

PIP Fund (350)

Budgeted Revenue and Expenditures before amendments	\$ 2,751,793
Budget Amendments:	
Transfer of GIS Budget	-
Budgeted Revenue and Expenditures after amendments	<u>\$ 2,751,793</u>

SPLOST Fund (320)

Budgeted Revenue and Expenditures before amendments	\$ 3,351,844
Budget Amendments:	
Adjust SPLOST Transfer	-
Budgeted Revenue and Expenditures after amendments	<u>\$ 3,351,844</u>

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Bernard J. McMiller*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: April 27, 2006

SUBJECT: Request to de-annex a 28.74-acre tract from Peachtree City to
unincorporated Fayette County
May 4, 2006 City Council Agenda

Recommendation:

Staff recommends that Council approve the proposed de-annexation and authorize Staff to contact Fayette County and complete the de-annexation process.

Discussion:

Mr. Rod Wright of Peach State Land Development Company submitted a letter to City Staff on December 23, 2004, requesting that a portion of a subdivision he is developing along the eastern border of Peachtree City be "de-annexed" from Peachtree City into unincorporated Fayette County (Attachment "A"). The overall subdivision consists of approximately 249.69 acres, with 200.64 acres located within unincorporated Fayette County and 49.05 acres located within Peachtree City.

The plat for the overall 50-lot subdivision indicates that three lots would be located within the city limits of Peachtree City, but would be located at the end of a cul-de-sac approximately 6,000 linear feet from Spear Road and 4,000 linear feet from Ebenezer Road (Attachment "B"). The property within Peachtree City is currently zoned ER Estate Residential, which requires a minimum of three acres per lot. The remainder of the property is located within unincorporated Fayette County, is zoned AR Agricultural Reserve and is being developed with five-acre (minimum) lots.

Through the years, the city has tried to utilize the centerline of Camp Creek to define the eastern boundary separating Peachtree City from unincorporated Fayette County. The three lots mentioned above (within Peachtree City) straddle Camp Creek, and include extensive floodplain on both sides of the creek.

Request to de-annex a 28.74-acre tract

April 27, 2006

Page 2

The Applicant is proposing to de-annex the portion of this subdivision on the eastern side of Camp Creek from Peachtree City into unincorporated Fayette County and will rezone this acreage to comply with county standards (Attachment "C"). The remainder of the 48.64-acre tract (20.31 acres) would remain within Peachtree City with no change to the zoning (ER Estate Residential) or land use designation (SFL Single-family low density) (Attachment "D").

Due to the complexity of this request, Staff and the Applicant have been coordinating with the Fayette County Planning Department and the Fayette County Board of Commissioners. On November 10, 2005, the County Commission passed a Resolution consenting to the proposed de-annexation (Attachment "E"), as long as specific items were addressed by the Applicant and by Peachtree City. One of these requirements stipulated that the City officially accept the Application for De-annexation from Peach State Land Development Corporation and begin the process of de-annexation. At their meeting on January 19, 2006, City Council voted unanimously to accept the application and begin the de-annexation process (Attachment "F").

The Applicant met with the Planning Commission on April 17, 2006 at a Special Called meeting to consider this request. Following a presentation by the Applicant and City Staff, the Planning Commission voted unanimously to recommend that the property be de-annexed as proposed (Attachment "G").

A copy of the Application for De-annexation is included as Attachment "H", and a copy of the ordinance to de-annex the property as requested is included as Attachment "I". Additionally, an e-mail from Mr. David L. McCloskey is included as Attachment "J". Mr. McCloskey wrote to the Mayor and Council on April 24 expressing his concerns with the proposed de-annexation and his request that Council consider annexing the entire Platinum Ridge subdivision into Peachtree City.

Budget impact:

Budget impacts associated with this request include the loss of impact fees and property taxes for three lots. All fees associated with the de-annexation and re-platting of this parcel would be encumbered by the Applicant.

Attachments

Peach State Land Development, Inc.
P. O. Box 629
Peachtree City, GA 30269
770-460-6318

December 23, 2003

City Council of Peachtree City
Peachtree City, Georgia

Fax Number 770-631-2552

We would like to request the de-annexation of 48.64 acres located in Peachtree City.

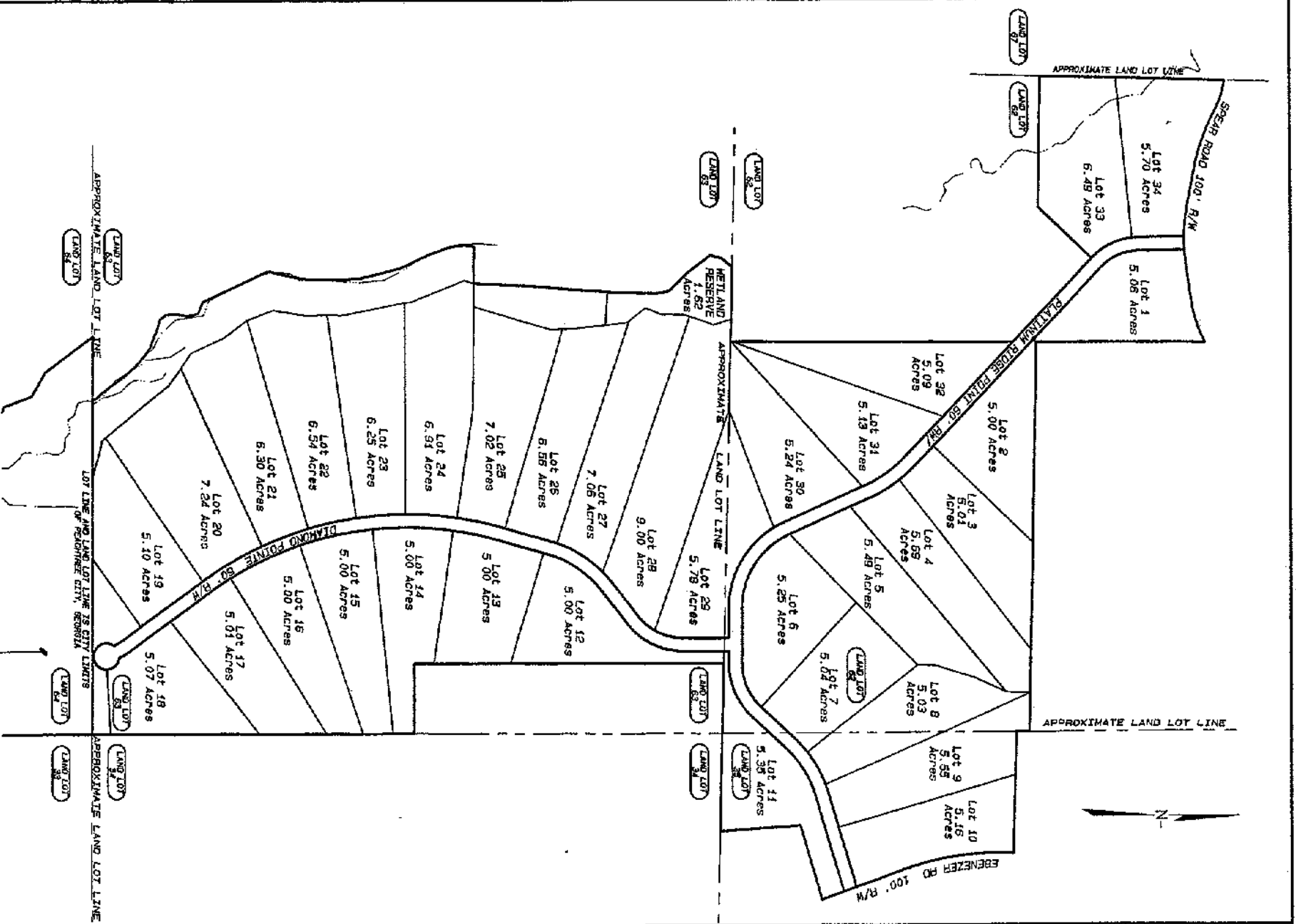
We are proposing to donate land on the Peachtree City side of Camp Creek for green space and also for wetland mitigation.

Rod Wright
President

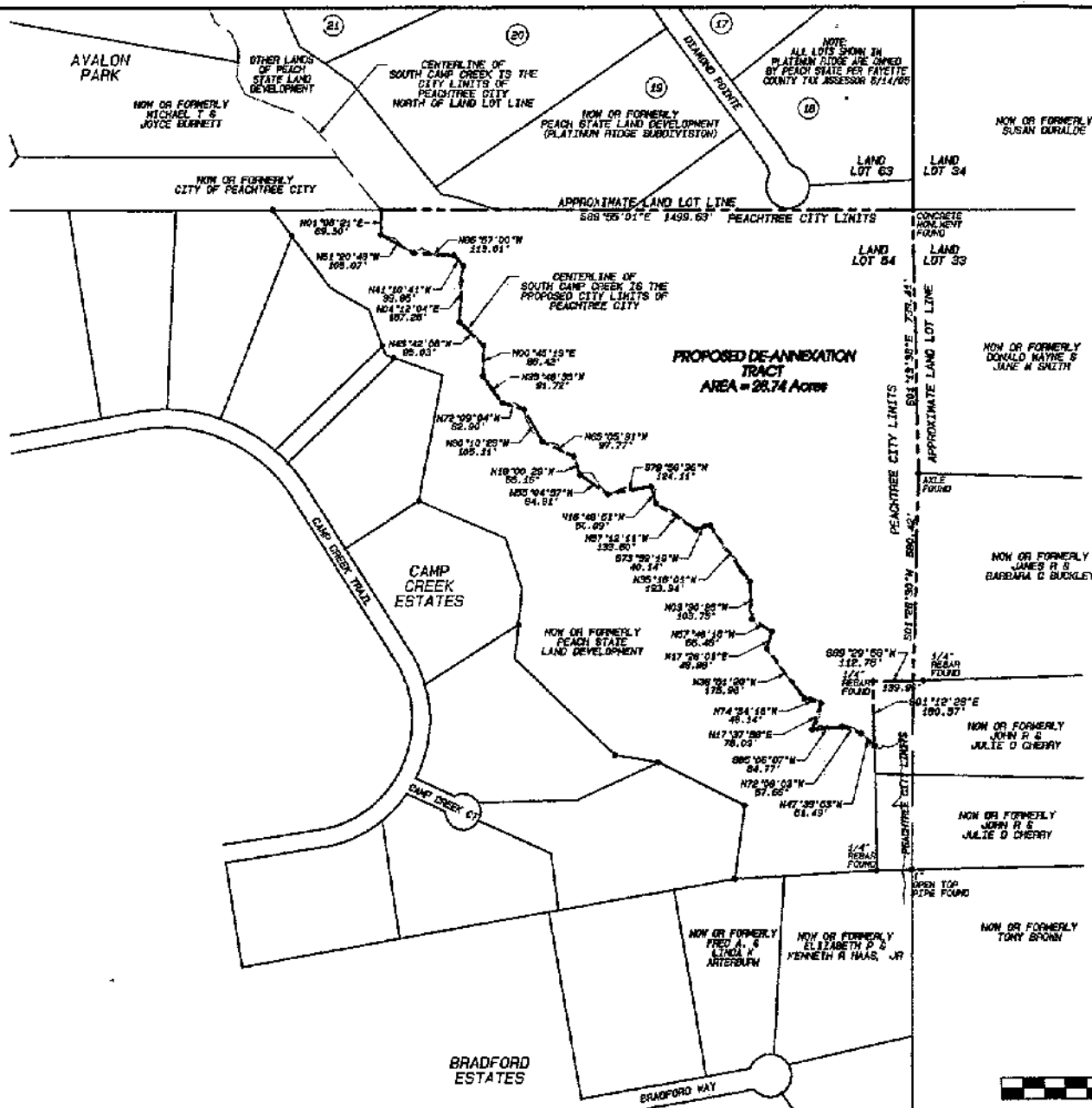


DEC 23 2003

OFFICE OF CITY PLANNING
PEACHTREE CITY, GA



PLATINUM RIDGE
 A SINGLE FAMILY RESIDENTIAL SUBDIVISION BY:
PEACH STATE LAND DEVELOPMENT
 LOCATED IN LAND LOTS 35, 62 & 62
 7th LAND DISTRICT OF FAYETTE COUNTY, GEORGIA
 RECORDED IN PLAT BOOK 40, PAGES 94 THRU 98
 SCALE 1" = 400'



- NOTES:
1. AREA OF TRACT: 28.74 ACRES
 2. EXISTING ZONING: ER (ESTATE RESIDENTIAL - PEACHTREE CITY)
 3. PROPOSED ZONING: AR (AGRICULTURAL-RESIDENTIAL DISTRICT - FAYETTE COUNTY)
 4. AR ZONING DISTRICT REQUIREMENTS:
 - a. MINIMUM LOT SIZE: 5 ACRES
 - b. MINIMUM LOT WIDTH: 250' (AT FRONT SETBACK)
 - c. SETBACKS:
 - FRONT: 75'
 - SIDE: 50'
 - REAR: 75'
 5. THE PROPERTY LIES WITHIN SPECIFIC FLOOD HAZARD AREAS, ZONE AE AND FLOODWAY, AS DETERMINED BY F.I.R.M. COMMUNITY PANEL NUMBERS 13113C0080 D & 13113C0090 D, 03/18/95 EFFECTIVE DATE.

THIS IS A REDUCTION OF A CERTIFIED SURVEY AND, AS SUCH, DOES NOT MEET STANDARDS CONTAINED WITHIN THE GEORGIA PLAT ACT. THIS DRAWING SHOULD NOT BE USED AS A LEGAL INSTRUMENT FOR THE TRANSFER OF LAND AND MAY NOT BE RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT.

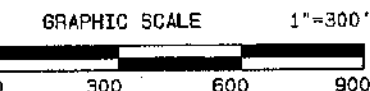
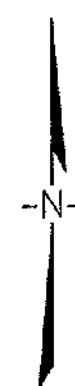
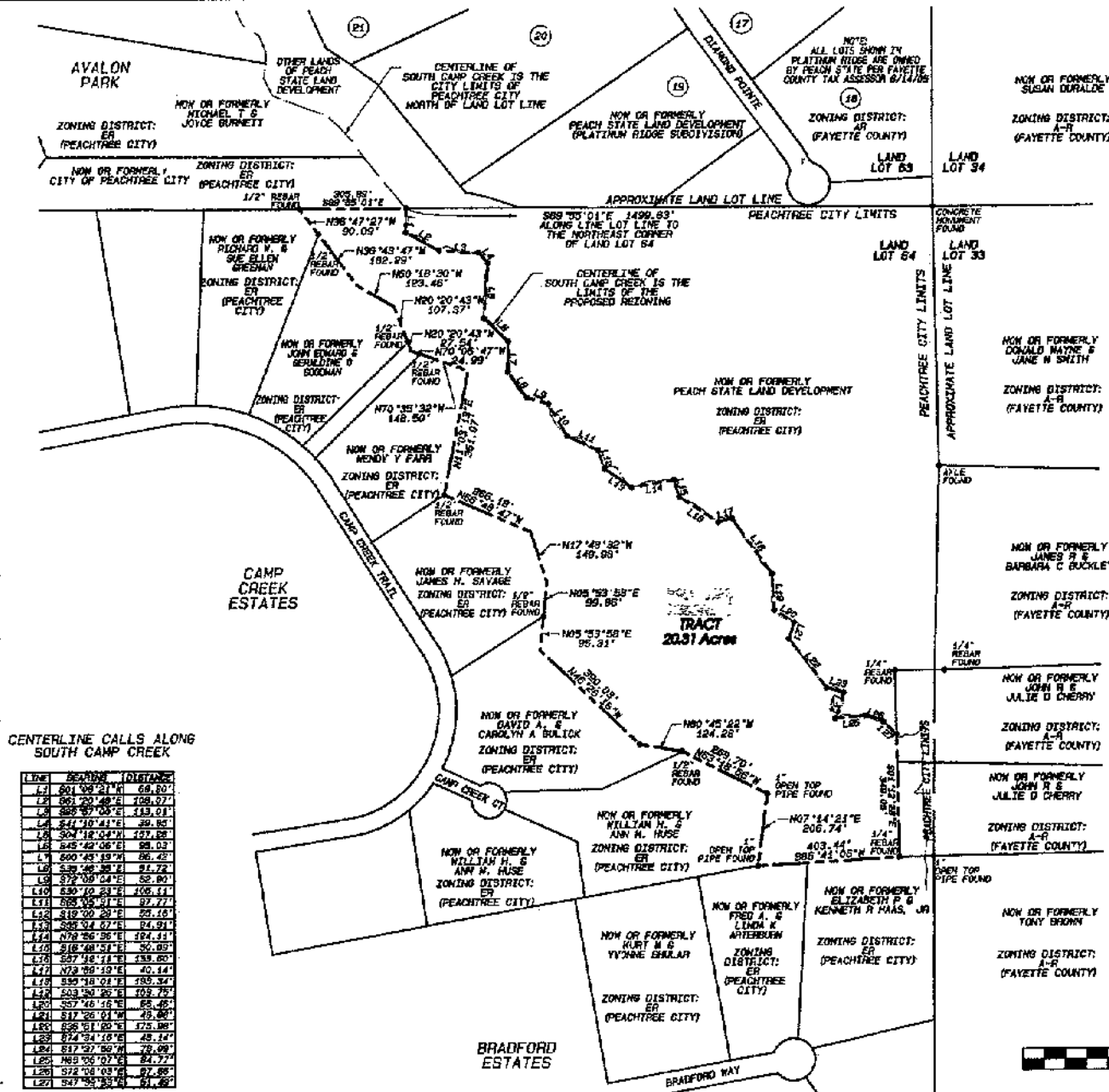
DE-ANNEXATION DRAWING
FOR
PEACH STATE LAND DEVELOPMENT

LOCATED IN LAND LOT 64
7TH DISTRICT, CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA

Robison & Company, Inc.
Stanley
Land Planners, Land Surveyors, Engineers
4521 FAYETTEVILLE ROAD, GRIFFIN, GA 30223
(770) 228-6940, FAX (770) 228-6974

Jun 14, 2005

Attachment "C"



NOTES:

1. AREA OF TRACT: 20.31 ACRES
2. EXISTING ZONING: ER (ESTATE RESIDENTIAL)
3. PROPOSED ZONING: OS (OPEN SPACE) AND CONSERVATION
4. THE PROPERTY LIES WITHIN SPECIFIC FLOOD HAZARD AREAS, ZONE AE AND FLOODWAY, AS DETERMINED BY F.I.R.M. COMMUNITY PANEL NUMBERS 13113C0060 D & 13113C0090 D, 03/18/96 EFFECTIVE DATE.

THIS IS A REDUCTION OF A CERTIFIED SURVEY AND, AS SUCH, DOES NOT MEET STANDARDS CONTAINED WITHIN THE GEORGIA PLAT ACT. THIS DRAWING SHOULD NOT BE USED AS A LEGAL INSTRUMENT FOR THE TRANSFER OF LAND AND MAY NOT BE RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT.

Robison & Company, Inc.
Stanley
 Land Planners, Land Surveyors, Engineers

4521 FAYETTEVILLE ROAD, GRIFFIN, GA 30223
 (770) 228-6940, FAX (770) 228-6974

REZONING DRAWING
 FOR
PEACH STATE LAND DEVELOPMENT

LOCATED IN LAND LOT 64
 7TH DISTRICT, CITY OF PEACHTREE CITY,
 FAYETTE COUNTY, GEORGIA

Jun 14, 2005

Attachment "D"

STATE OF GEORGIA
COUNTY OF FAYETTE

RESOLUTION
NO. 2005- 12

A RESOLUTION CONSENTING TO THE DEANNEXATION OF CERTAIN PROPERTY WHICH CURRENTLY LIES WITHIN THE INCORPORATED LIMITS OF THE CITY OF PEACHTREE CITY, GEORGIA AND UPON DEANNEXATION SHALL BE REMOVED FROM SAID INCORPORATED LIMITS AND LIE EXCLUSIVELY WITHIN THE JURISDICTION OF UNINCORPORATED FAYETTE COUNTY AND TO DECLARE THE COUNTY'S INTENTION; TO PROVIDE FOR ANY NECESSARY EXTENSION OF SERVICE TO THE SUBJECT AREA.

WHEREAS, a deannexation of certain property was requested by Mr. Rod Wright on behalf of Peachstate Land Development Corporation and all successors in interest thereto pursuant to the requirements of Section 36-36-22 of the Official Code of Georgia Annotated; and

WHEREAS, the County of Fayette, Georgia has determined that such deannexation, upon satisfaction of the below mentioned conditions, will meet the requirements of said law; and

WHEREAS, the Board of Commissioners for the County of Fayette has determined that the deannexation would be in the best interest of the property owners of the area deannexed and of the citizens of Fayette County, Georgia if said deannexation is conditioned upon appropriate action being taken by Peachtree City, Georgia, and the execution of a deannexation agreement by the County of Fayette and Mr. Rod Wright on behalf of Peachstate Land Development Corporation and all successors in interest thereto. Said agreement shall be attached to this Resolution and pertain to development and appropriate zoning in the subject area.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Fayette

County hereby consent to the deannexation of the area described below:

All that tract or parcel of land lying and being in Land Lot 64 of the 7th Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows "Begin at a concrete monument found at the northeast corner of Land Lot 64, 7th District; Thence proceed South 01 degrees 13 minutes 36 seconds East along the east line of Land Lot 64, a distance of 739.41 feet to an axle found; Thence continuing South 01 degrees 28 minutes 30 seconds West along the east line of Land Lot 64, a distance of 580.42 feet to a point; Thence proceed South 89 degrees 29 minutes 58 seconds West, a distance of 112.75 feet to a 1/4" rebar found; Thence proceed South 01 degrees 12 minutes 58 seconds East, a distance of 180.57 feet to a point located in the center of South Camp Creek; Thence proceed in a generally northerly and westerly direction following the meanderings of the centerline of South Camp Creek the following courses and distances: North 47 degrees 39 minutes 53 seconds West, a distance of 51.49 feet; North 72 degrees 08 minutes 03 seconds West, a distance of 57.66 feet; South 85 degrees 06 minutes 07 seconds West, a distance of 84.77 feet; North 17 degrees 37 minutes 58 seconds East, a distance of 78.09 feet; North 74 degrees 34 minutes 16 seconds West, a distance of 48.14 feet; North 36 degrees 51 minutes 20 seconds West, a distance of 175.98 feet; North 17 degrees 26 minutes 01 seconds East, a distance of 48.88 feet; North 57 degrees 46 minutes 16 seconds West, a distance of 66.46 feet; North 03 degrees 30 minutes 25 seconds West, a distance of 103.75 feet; North 35 degrees 16 minutes 01 seconds West, a distance of 193.34 feet; South 73 degrees 59 minutes 19 seconds West, a distance of 40.14 feet; North 57 degrees 12 minutes 11 seconds West, a distance of 133.60 feet; North 16 degrees 48 minutes 51 seconds West, a distance of 50.09 feet; South 79 degrees 56 minutes 36 seconds West, a distance of 124.11 feet; North 55 degrees 04 minutes 57 seconds West, a distance of 94.91 feet; North 19 degrees 00 minutes 29 seconds West, a distance of 55.16 feet; North 65 degrees 05 minutes 31 seconds West, a distance of 97.77 feet; North 30 degrees 10 minutes 23 seconds West, a distance of 105.11 feet; North 72 degrees 09 minutes 04 seconds West, a distance of 62.90 feet; North 35 minutes 48 minutes 35 seconds West, a distance of 91.72 feet; North 00 degrees 45 minutes 19 seconds East, a distance of 86.42 feet; North 45 degrees 42 minutes 06 seconds West, a distance of 95.03 feet; North 04 degrees 12 minutes 04 seconds East, a distance of 157.28 feet; North 41 degrees 10 minutes 41 seconds West, a distance of 39.85 feet; North 86 degrees 57 minutes 00 seconds West, a distance of 113.01 feet; North 61 degrees 20 minutes 48 seconds West, a distance of 108.07 feet; North 01 degrees 08 minutes 21 seconds East, a distance of 69.30 feet to the intersection of the centerline of South Camp Creek and the north line of Land Lot 64; Thence proceed South 89 degrees 55 minutes 01 seconds East along the north line of Land Lot 64, a distance of 1499.63 feet to a concrete monument found at the northeast corner of Land Lot 64 and the Point of Beginning. Containing 28.74 acres, more or less.

The Board of Commissioners hereby agrees that upon satisfaction of all conditions stated below, the area shall be removed from the City of Peachtree City, Georgia, and henceforth shall lie in unincorporated Fayette County. The consent of the Board of Commissioners is conditioned upon the following events. One, the proper execution of the deannexation agreement attached hereto by the County of Fayette and Mr. Wright on behalf of Peachstate Land Development Corporation and all known successors in interest to any portion, parcel or part of the subject area. Two, the recording of said agreement and a copy of this Resolution in the Deed Records of Fayette County. Three, appropriate legal action by the City of Peachtree City to effect the deannexation.

RESOLVED FURTHER, that pursuant to Official Code of Georgia Annotated Section 36-36-2, this annexation shall not become effective until the first day of the month following completion of all actions upon which this deannexation is conditioned. Deannexation shall not be complete until satisfaction of all foregoing conditions.

FURTHER RESOLVED, that upon the effective date of deannexation, all necessary and appropriate government services shall be provided by the County of Fayette to the deannexed area.

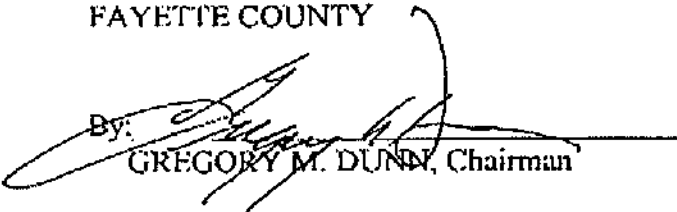
SO RESOLVED this 10th day of November, 2005.



ATTEST:

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By:


GREGORY M. DUNN, Chairman

Carol Chandler
Deputy Clerk

DEANNEXATION AGREEMENT

This Deannexation Agreement is entered into this 10th day of November, 2005, by and between the County of Fayette, Georgia, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County", and Peach State Land Development Corp., hereinafter referred to as "Owner", for the purpose of addressing several issues of concern which arise as a result of the deannexation of certain property.

WITNESSETH:

WHEREAS, the County must consent pursuant to O.C.G.A. § 36-36-22 with the deannexation of property into the County consistent with the parameters of law; and

WHEREAS, the County has chosen to implement conditions to address any concerns with the Deannexation; and

WHEREAS, Peach State Land Dev Corp is the owner of certain property which is adjacent to the County and which Owner desires to be deannexed from the City of Peachtree City and into the County; and

WHEREAS, said desire to deannex property from the City of Peachtree City has caused Owner to submit an application to deannex certain property from the City of Peachtree City, hereinafter "City".

NOW, THEREFORE, for and in consideration of the within promises and covenants, the receipt and sufficiency of which is hereby acknowledged by all parties, the County agrees to accept certain property described in Exhibit "A" attached hereto and hereby incorporated as follows:

1.

The relationship commenced by this Agreement between the County and Owner is contractual, pertaining to the real property which is the subject of this Agreement as more particularly described in Exhibit "A" attached hereto. No party hereto is an agent of any other party.

October 31, 2005

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2.

It is the intent of the County and Owner to be bound by the terms of this Agreement concerning certain aspects of the development of the real property described in Exhibit "A" attached hereto and hereby incorporated herein, to effect the deannexation of property out of the City and into unincorporated County.

3.

Owner will benefit from the deannexation of the subject property through the ability to develop as desired and through the receipt of services from the County which are more appropriate for the proposed development than those available in the City. As a consequence, Owner will be required to pay taxes to the County. The County will benefit from the deannexation through the influx of new residential activity as a result of development by Owner, that is consistent with the language of this Agreement and all applicable laws, ordinances, and regulations. The County will be required to provide the same level of service to the area as it provides to all other areas of the County, if the deannexation is accomplished. This will result in an increased usage of County resources.

4.

Owner and the County agree that as a portion of the consideration for the deannexation, Owner will develop the area deannexed, in such a way as it conforms to all zoning requirements currently and/or hereafter in place for the subdivision known as Platinum Ridge [for which a Final Plat has been approved by Fayette County, Georgia which is dated December 1, 2004, a copy of said plat being attached hereto as Exhibit "B" and hereby incorporated herein] and in such a way as it conforms to all other county or state rules and procedures which, subsequent to

October 31, 2005

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the County's acceptance of the deannexation, are applicable to any development of the area described in Exhibit "A".

5.

Owner agrees that no development, land disturbance or similar activity shall occur on the area deannexed, as described in Exhibit "A", until Owner has sought and received zoning of the area described in Exhibit "A" which conforms to the Final Plat of Platinum Ridge Subdivision to which the area described in Exhibit "A" is to be added and which is within the Fayette County Zoning scheme and Owner has otherwise remained in compliance with all state and county rules and procedures which are applicable to development in the area described in Exhibit "A". Owner agrees that should such activity be attempted prior to approval of appropriate zoning, this will be a material violation of this Agreement. Fayette County will thereafter refuse issuance of any permit for further development or land disturbance in the deannexed area as further described in paragraph 6.

6.

Owner agrees that should any portion of the development of this deannexed area be constructed in such a way as to fail to comply with the minimum standards set forth in this Agreement, that Owner would be in violation of this Agreement. Owner further agrees that any such failure shall constitute a material violation and Owner recognizes that in the event that such a material violation occurs, no additional permits for land disturbance, building, certificates of occupancy, or similar activity shall be issued by the County for development in the subject area unless and until the material violation has been cured.

October 31, 2005

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7.

Owner agrees that for so long as Owner has an ownership interest in the subject property, Owner is responsible for the construction of each structure in any development of the deannexed area whether Owner actually constructs said structures or not. Owner further agrees that any transfer of ownership in the subject property by Owner will include a reference to this Agreement as a condition running with the land. This Agreement shall be cross referenced by Owner with any record deed for the subject property to ensure that any future purchaser of the subject property is aware of, and agrees to be bound by the terms and conditions of this Agreement as if said purchaser were an original party to this Agreement. If said cross reference is properly made by Owner and/or said future purchaser is actually aware of this Agreement and the terms hereof, all responsibility and liability under this Agreement for construction on the transferred property shall shift to the purchaser, and away from Owner. The County will enforce the minimum standards of this Agreement regardless of the transfer of ownership, as if the transferee were an original party to the contract. It is the intent of Owner and the County to cause any future purchaser of the subject property to be bound by the same duties applicable to Owner via this Agreement.

8.

This Agreement represents the entire agreement between the parties. No other representations, whether written or oral, have been relied upon to induce any of the parties to enter this Agreement.

9.

Should any provision of this Agreement be found invalid or unenforceable pursuant to

October 31, 2005

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judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

(SEAL)



ATTEST:

Carol Chandler
County Clerk

BOARD OF COMMISSIONERS
COUNTY OF FAYETTE, GEORGIA

By: Gregory M. Dunn
Gregory M. Dunn, Chairman

APPROVED AS TO FORM:

By: H. R. McNally
County Attorney

Sworn to and subscribed before
me this 29 day of Nov., 2005

Karen Morley
Notary Public

(Corporate Seal)



PEACHSTATE LAND DEVELOPMENT
CORPORATION

By: Rod Wright
Rod Wright, President

ATTEST:

Dorothy Brantley
Secretary

Sworn to and subscribed before
me this 14 day of Nov., 2005

Karen Morley
Notary Public

October 31, 2005

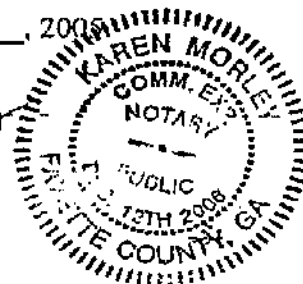


Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 64 of the 7th Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows "Begin at a concrete monument found at the northeast corner of Land Lot 64, 7th District; Thence proceed South 01 degrees 13 minutes 36 seconds East along the east line of Land Lot 64, a distance of 739.41 feet to an axle found; Thence continuing South 01 degrees 28 minutes 30 seconds West along the east line of Land Lot 64, a distance of 580.42 feet to a point; Thence proceed South 89 degrees 29 minutes 58 seconds West, a distance of 112.75 feet to a 1/4" rebar found; Thence proceed South 01 degrees 12 minutes 58 seconds East, a distance of 180.57 feet to a point located in the center of South Camp Creek; Thence proceed in a generally northerly and westerly direction following the meanderings of the centerline of South Camp Creek the following courses and distances: North 47 degrees 39 minutes 53 seconds West, a distance of 51.49 feet; North 72 degrees 08 minutes 03 seconds West, a distance of 57.66 feet; South 85 degrees 06 minutes 07 seconds West, a distance of 84.77 feet; North 17 degrees 37 minutes 58 seconds East, a distance of 78.09 feet; North 74 degrees 34 minutes 16 seconds West, a distance of 48.14 feet; North 36 degrees 51 minutes 20 seconds West, a distance of 175.98 feet; North 17 degrees 26 minutes 01 seconds East, a distance of 48.88 feet; North 57 degrees 46 minutes 16 seconds West, a distance of 66.46 feet; North 03 degrees 30 minutes 25 seconds West, a distance of 103.75 feet; North 35 degrees 16 minutes 01 seconds West, a distance of 193.34 feet; South 73 degrees 59 minutes 19 seconds West, a distance of 40.14 feet; North 57 degrees 12 minutes 11 seconds West, a distance of 133.60 feet; North 16 degrees 48 minutes 51 seconds West, a distance of 50.09 feet; South 79 degrees 56 minutes 36 seconds West, a distance of 124.11 feet; North 55 degrees 04 minutes 57 seconds West, a distance of 94.91 feet; North 19 degrees 00 minutes 29 seconds West, a distance of 55.16 feet; North 65 degrees 05 minutes 31 seconds West, a distance of 97.77 feet; North 30 degrees 10 minutes 23 seconds West, a distance of 105.11 feet; North 72 degrees 09 minutes 04 seconds West, a distance of 62.90 feet; North 35 minutes 48 minutes 35 seconds West, a distance of 91.72 feet; North 00 degrees 45 minutes 19 seconds East, a distance of 86.42 feet; North 45 degrees 42 minutes 06 seconds West, a distance of 95.03 feet; North 04 degrees 12 minutes 04 seconds East, a distance of 157.28 feet; North 41 degrees 10 minutes 41 seconds West, a distance of 39.85 feet; North 86 degrees 57 minutes 00 seconds West, a distance of 113.01 feet; North 61 degrees 20 minutes 48 seconds West, a distance of 108.07 feet; North 01 degrees 08 minutes 21 seconds East, a distance of 69.30 feet to the intersection of the centerline of South Camp Creek and the north line of Land Lot 64; Thence proceed South 89 degrees 55 minutes 01 seconds East along the north line of Land Lot 64, a distance of 1499.63 feet to a concrete monument found at the northeast corner of Land Lot 64 and the Point of Beginning. Containing 28.74 acres, more or less.

EXCERPT
CITY COUNCIL MEETING MINUTES
JANUARY 19, 2006

01-06-15 Discussion of a Request for De-annexation, Rezoning, and Change to Land Use Map Designation

Rast introduced Rod Wright of Peach State Group. Rast said the property was located on the eastern boundary of the City between the Camp Creek Estates subdivision and unincorporated Fayette County. He showed the location of the map. The City limits followed the centerline of Camp Creek for a majority of the eastern boundary. In some areas like this one, the boundary followed the land lot line. Camp Creek Estates was zoned Estate Residential (ER). The area under consideration was 48.05 acres. The property to the north and south was zoned ER. The property to the west of Robinson Road was zoned either R-10, R-22, or R-15. The ultimate proposal was to take the overall tract and use the center line of Camp Creek to form the natural boundary between the City and the unincorporated County. As a result, 20.31 acres would remain in the City and the zoning designation would change from ER to Open Space (OS). Rast said the land was all floodplain, could not be developed, and would be left in its natural condition. The property on the east side of the creek (28.74 acres) would be included in the Platinum Ridge subdivision and developed into three lots because of the floodplain.

Rutherford recalled that this issue came before Council last year, and the discussion was to annex the property into the City. Council's decision at that time was to ask the County to take the property. Meeker said the action requested from Council was to simply accept the application so the process could move forward. Fayette County had already taken the first step required to de-annex the land under the state statute. Rutherford said there would have to be a public hearing because rezoning was involved. Meeker said notice had to be given to the County, and the Planning Commission and Council would have to hold public hearings.

Wright told Council that he planned to use the property remaining in the City as open space and for wetlands mitigation credits. Rutherford asked Rast if zoning the property OS would interfere with the mitigation credits. Rast said it would not. Rast said the rezoning also prevented the acreage from becoming 24 residential lots.

Rutherford moved to accept the application for the de-annexation. Kourajian seconded.

Kourajian asked if the acreage numbers were correct. Wright said he thought that the 28-acre parcel would remain in the City. Rutherford said the discussion was to de-annex the acreage the houses were on so they would have the same public services as the rest of the subdivision. Kourajian said he remembered three homes, but had questions about the acreage. Rast said the acreage was correct. The 20 acres would remain in the City, and the three lots (28 acres) would be de-annexed. Rast said that the Comprehensive Plan and the Land Use Plan both recommended that the City's eastern and western borders be natural boundaries when possible.

The motion carried unanimously.

PEACHTREE CITY PLANNING COMMISSION
MINUTES OF MEETING
April 17, 2006

The special called meeting of the Planning Commission was called to order in the Developmental Services Conference Room at 7:00 p.m. on April 17, 2006. Those members present were the Chairman, Mr. Dennis Payton, and Commissioners Theo Scott and John McCann. Also present were the City Planner, Mr. David Rast; the Developmental Services Director, Mr. Colin Halterman; and the Recording Secretary, Ms. Jennis Rice.

PUBLIC HEARING

The Chairman called the public hearing to order. He explained the rules for conducting a public hearing and informed the people in the audience that printed copies of the rules were available at the entrance.

**PH-06-05 Proposed de-annexation by Peach State Land Development, Inc.,
of a 28.74-acre tract from the city limits of Peachtree City.**

Mr. Rod Wright of Peach State Land Development Company, the Applicant for the proposed de-annexation was in attendance. Mr. Rast noted that he had correspondence dating back to 2004 relative to this proposed subdivision so it had been a long process to get to this point. He explained that Mr. Wright was building a subdivision off of Spear Road adjacent to Peachtree City and that he was seeking approval to de-annex a portion of the subdivision along its eastern border from Peachtree City into unincorporated Fayette County. The overall subdivision consisted of approximately 249.69 acres, with 200.64 acres located within unincorporated Fayette County and 49.05 acres located within Peachtree City.

Mr. Rast explained that the plat for the overall 50-lot subdivision indicated that three lots would be located within the city limits of Peachtree City, but would be located at the end of a cul-de-sac approximately 6,000 linear feet from Spear Road and 4,000 linear feet from Ebenezer Road. The property within Peachtree City was currently zoned ER Estate Residential requiring a minimum of three acres per lot. The remainder of the property was located within unincorporated Fayette County, was zoned AR Agricultural Reserve, and was being developed with five-acre (minimum) lots.

Mr. Rast noted that through the years, the City had tried to utilize the centerlines of creeks and other natural boundaries for the City's boundary lines. He pointed out that the three lots within Peachtree City straddled Camp Creek and included extensive floodplain on both sides of the creek.

Mr. Rast explained that Mr. Wright was proposing to de-annex the portion of this subdivision on the eastern side of Camp Creek from Peachtree City into unincorporated Fayette County and then rezone this acreage to comply with County standards. The remainder of the 48.64-acre tract (20.31 acres) would remain within Peachtree City with no change to the zoning (ER Estate Residential) or land use designation (SFL Single-Family low density).

From a housekeeping standpoint, Mr. Rast said this proposal made sense. If the property remained in Peachtree City, the residents would have to travel approximately one mile into the subdivision from Spear Road and they would be totally isolated from the City. He had spoken to the Peachtree City Fire and Police Departments regarding emergency response, and they were willing to sign an agreement for mutual aid to this area if emergency services were needed.

In response to a question from Mr. Payton, Mr. Wright stated that only three lots would be permitted on this property per the County Ordinance. The remaining six acres would go into a conservation easement or would be donated to Peachtree City.

Mr. Scott asked about sewer service for the property. Mr. Wright said the entire subdivision would have County water and be served by individual septic systems.

Mr. Rast noted that as Staff had been updating the land use and zoning maps, they had found a couple of smaller parcels where the bulk of the property was in the City and a small portion was in the County. Over the next six months, Staff would try to clean up the boundaries and bring these properties into the City.

Mr. Scott noted that these would be desirable lots. Mr. Wright agreed and stated that prospective buyers had offered to pay \$250,000 a piece for the lots.

The Commissioners agreed that this was a good proposal even if it did mean giving up 28 acres of the City's property.

After discussion, a motion was made by Mr. Scott, seconded by Mr. McCann, and unanimously adopted to forward to City Council the proposed de-annexation request with a recommendation that it be approved subject to the following understandings and conditions:

- 1. Should the 28.74-acre tract be de-annexed from Peachtree City into unincorporated Fayette County, the Applicant must rezone this property to the County's AR zoning classification.*
- 2. A Conservation Easement or some other form of restrictive covenants must be placed on the remaining 20.31-acre tract within Peachtree City to ensure this property is never developed.*
- 3. All costs associated with the de-annexation and rezoning of these parcels are the sole responsibility of the developer.*

The Applicant agreed to the conditions. Mr. Rast noted that this item would be on the May 4 City Council agenda.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 7:15 p.m.

Dennis Payton, Chairman

Attest: _____
Jennis Rice, Recording Secretary

REQUEST FOR DE-ANNEXATION **CITY OF PEACHTREE CITY, GEORGIA**

A request is hereby being made to de-annex the following described property:

28.99 ACRES OF THE 49.05 ACRE TRACT LOCATED
AT LL 64 OF THE 7TH DISTRICT. SEE ATTACHED LEGAL DESCRIPTION.
Tax map parcel # 7-16-1

This request for de-annexation is being made for the following reasons:

THE PROPERTY IS NOT ACCESSIBLE FROM PEACHTREE CITY.

I certify that I am the owner, or duly authorized agent of the owner of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner: Peachtree Land Dev. LLC
Agent: ROD WRIGHT
Address: P.O. Box 629 Fayetteville, GA 30214
Phone: 770-294-7990 Date: 6-17-05

To be completed by the City of Peachtree City

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Signature: David E. Rant Signature: _____
Title: City Planner Title: City Clerk
Date of Acceptance: March 23, 2006 Request Number: 2006-07
Public Hearing – Planning Commission: April 10, 2006
Public Hearing – City Council: May 4, 2006

**Supplemental Information
For
De-Annexation application of
28.74 Acres located in Land Lot 64, 7th District,
Peachtree City, Georgia
PEACH STATE LAND DEVELOPMENT
June 17, 2005**

1. See Boundary Survey overall tract (17" x 22")
2. See Boundary Survey overall tract (17" x 22")
3. See Location Map (8 ½" x 11")
4. See Aerial Photograph (8" x 10")
5. See De-Annexation Plat (17" x 22") and Rezoning Plat (17" x 22")
6. Natural, geographic and Cultural features currently exiting on, or near, the undeveloped property include Camp Creek, the creek's flood plain, a swamp and wetlands as a portion of the parcel's area. A portion of the tract is high ground, on which, single-family residences are proposed. Large undeveloped tracts, located in Fayette County are located to the east and 5-acre, single-family residential lots of Platinum Ridge lies to the north, accessed by Diamond Pointe, an improved Fayette County Road.
7. Currently, Fayette County water, electricity, telephone service and cable TV are available within 100 feet of the property on Diamond Pointe, a Fayette County maintained roadway. Diamond Pointe also is improved with storm drain systems.
8. There are currently no Peachtree City public facilities on or near the property. No additional public services are to be extended to or near the property.
9. Currently, no development plans exist for the de-annexation tract. It is anticipated that the de-annexation tract will be subdivided into a maximum of three 5-acre minimum tracts with no additional infrastructure construction, other than

single-family residential homes. (See 11" x 17" drawing of Platinum Ridge Subdivision.

10. The acreage of the proposed de-annexation tract is 28.74 acres, with approximately 12.2 acres located within the flood plain of Camp Creek. Proposed density of the de-annexation tract: 9.58 Ac/Lot or 0.10 Lot/Ac. At an estimated 3.5 person per household, the estimated population of the tract, at build-out is 10.5 persons.
11. The 16.54 acres available for home construction lies east of Camp Creek and its associated flood plain from the City's thoroughfare and cart path systems. There is no possibility to connect this particular parcel directly to any of the City's transportation systems without major disturbance of environmentally sensitive areas
12. Adjacent land within Peachtree City and this parcel are currently zoned ER (Estate Residential) which requires a minimum of 3-Acre lot sizes. All lands adjacent to the parcel within the County are zoned A-R. The proposed County zoning district for the parcel is A-R, which requires a minimum of 5-Acre tracts. The increase in minimum lot size and the fact the parcel lies across the Camp Creek flood plain from all other sections of Peachtree City will unnoticeably complement Peachtree City's existing adjacent residential subdivisions.
13. The de-annexation of this parcel will be consistent with the City's annexation policy. Section 704 of Peachtree City Code states the primary consideration for annexation will be "complementary zoning within the current land use plan of the city and contiguous jurisdictions". The City's ER zoning district and Fayette County's A-R zoning district are compatible zonings. The natural boundary of the Camp Creek flood plain separates the proposed de-annexation tract from the rest of Peachtree City. Waterline extensions and other public services are run through Fayette County right-of-ways, not Peachtree City controlled right-of-ways.

There is no practical way to extend City sanitary sewer lines to the property. The property has no direct access to City roadways or streets. Police and fire protection from Peachtree City will be required to exit the city limits travel, at minimum, 1.3 miles along Fayette County maintained roadways in order to provide services to this parcel. If de-annexation is not granted, confusion, as to jurisdiction, could be created. In the event of a fire on the undeveloped tract, Peachtree City Fire Department will be responsible for its control. It is conceivable that confusion of jurisdiction could lead to delays in emergency response times, causing the loss of life or property.

14. It is anticipated, the de-annexation of this 28.74-acre tract will have no or even a positive effect to the city of Peachtree City on the areas of public education, police and fire protection, emergency medical services, transportation facilities, utilities and the city's recreation program. Peachtree City will loose approximately 16.75 acres of developable land from its tax base and from the city's overall development plan. This acreage is disconnected from the all other sections of Peachtree City by the Camp Creek flood plain. City officials will be required to travel, at minimum, 1.3 miles along Fayette County maintained roadways to gain access to any proposed home sites located on this parcel. Confusion, as to jurisdictional controls, will be eliminated with de-annexation. Peachtree City will loose environmental control of this parcel and its sensitive areas. However, Fayette County's Watershed Protection Ordinance establishes a 100' undisturbed watershed protection buffer measured from the flood plain of Camp Creek or 200' from the bank of the creek, whichever is greater. An additional 50' setback is imposed from this buffer. These restrictions will deny development near the flood plain and associated wetlands. Fayette County, as well as, the parcel owner wishes to protect these environmentally sensitive areas in their natural state.

**Legal Description
De-Annexation Tract**

All that tract of land lying in and being part of Land Lot 64 of the 7th Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows"

Begin at a concrete monument found at the northeast corner of Land Lot 64, 7th District;

Thence proceed South 01°13'36" East along the east line of Land Lot 64, a distance of 739.41 feet to an axle found;

Thence continuing South 01°28'30" West along the east line of Land Lot 64, a distance of 580.42 feet to a point;

Thence proceed South 89°29'58" West, a distance of 112.75 feet to a ¼" rebar found;

Thence proceed South 01°12'28" East, a distance of 180.57 feet to a point located in the center of South Camp Creek;

Thence proceed in a generally northerly and westerly direction following the meanderings of the centerline of South Camp Creek the following courses and distances:

North 47°39'53" West, a distance of 51.49 feet;

North 72°08'03" West, a distance of 57.66 feet;

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North 17°37'58" East, a distance of 78.09 feet;

North 74°34'16" West, a distance of 48.14 feet;

North 36°51'20" West, a distance of 175.98 feet;

North 17°26'01" East, a distance of 48.88 feet;

North 57°46'16" West, a distance of 66.46 feet;

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North 35°16'01" West, a distance of 193.34 feet;

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North 45°42'06" West, a distance of 95.03 feet;

North 04°12'04" East, a distance of 157.28 feet;

North 41°10'41" West, a distance of 39.85 feet;

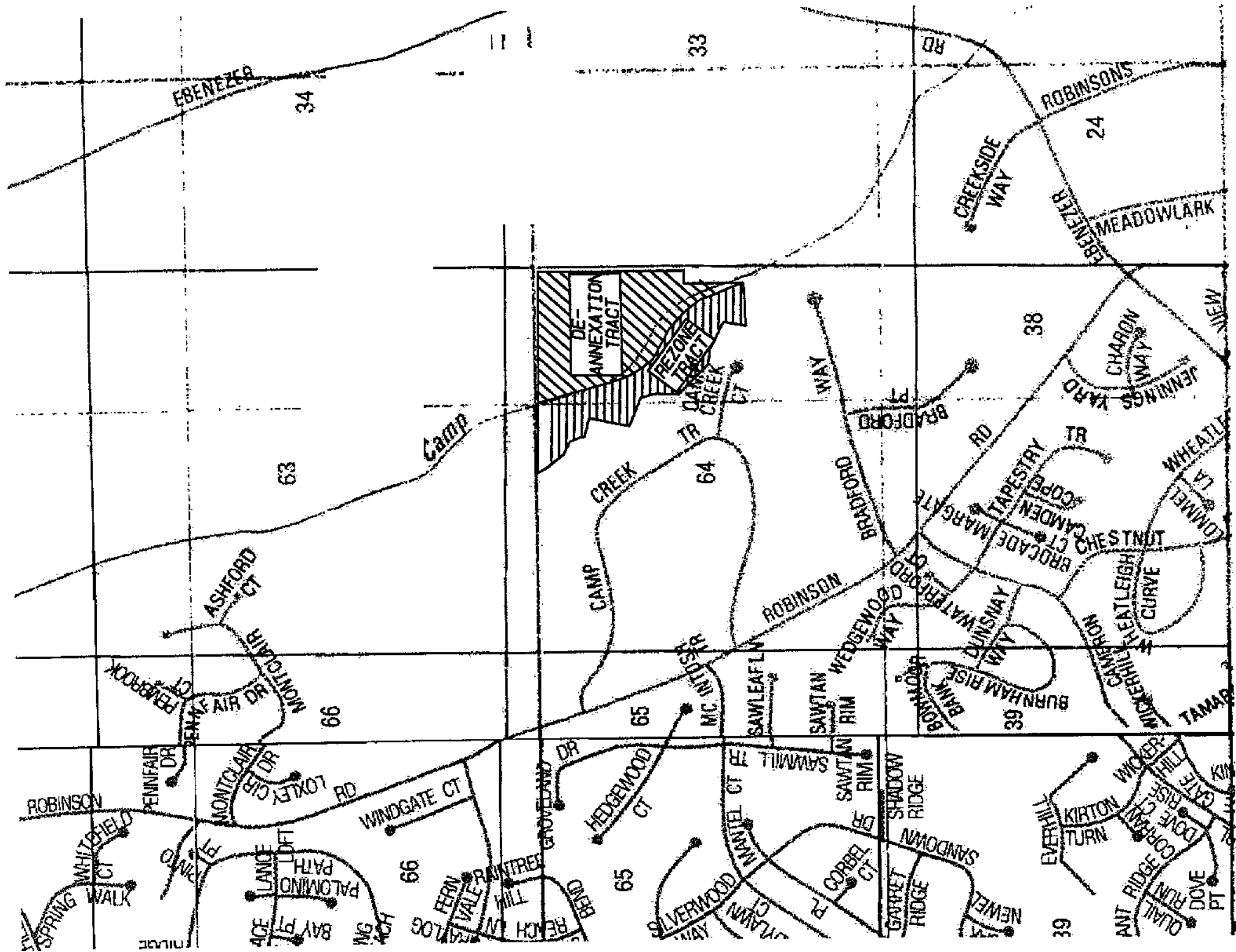
North 86°57'00" West, a distance of 113.01 feet;

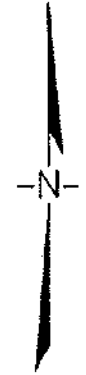
North 61°20'48" West, a distance of 108.07 feet;

North 01°08'21" East, a distance of 69.30 feet to the intersection of the centerline of South Camp Creek and the north line of Land Lot 64;

Thence proceed South 89°55'01" East along the north line of Land Lot 64, a distance of 1499.63 feet to a concrete monument found at the northeast corner of Land Lot 64 and the Point of Beginning.

Containing 28.74 Acres, more or less.





THIS IS A REDUCTION OF A CERTIFIED SURVEY AND,
AS SUCH, DOES NOT MEET STANDARDS CONTAINED
WITHIN THE GEORGIA PLAT ACT. THIS DRAWING
SHOULD NOT BE USED AS A LEGAL INSTRUMENT
FOR THE TRANSFER OF LAND AND MAY NOT
BE RECORDED IN THE OFFICE OF THE
CLERK OF THE SUPERIOR COURT.

0 300 500 900

**LOCATED IN LAND LOT 64
7TH DISTRICT, CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA**

Jun 14, 2005

**Robison
Stanley** & Company, Inc.
Land Planners, Land Surveyors, Engineers

4521 FAYETTEVILLE ROAD, GRIFFIN, GA 30223
(770) 228-6880, FAX (770) 228-6979

**AN ORDINANCE TO AMEND APPENDIX C. ANNEXATIONS,
OF THE PEACHTREE CITY CODE OF ORDINANCES
ADDRESSING THE DE-ANNEXATION OF A 28.74-ACRE TRACT OF LAND
ON THE EASTERN BOUNDARY OF PEACHTREE CITY,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 103 be added to the Peachtree City Code of Ordinances to read as follows:

Sec. 103. De-annexation of the Platinum Ridge tract.

Pursuant to O.C.G.A. § 36-36-22 and a vote of our City Council, all of the following described property, known to us as the Platinum Ridge tract and owned by Peach State Holdings, LLC, shall be de-annexed from the city limits of Peachtree City and annexed into unincorporated Fayette County:

All that tract of land lying in and being part of Land Lot 64 of the 7th Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

Begin at a concrete monument found at the northeast corner of Land Lot 64, 7th District; thence proceed South 01°13'36" East along the east line of Land Lot 64, a distance of 739.41 feet to an axle found; thence continuing South 01°28'30" West along the east line of Land Lot 64, a distance of 580.42 feet to a point; thence proceed South 89°29'58" West, a distance of 112.75 feet to a ¼" rebar found; thence proceed South 01°12'28" East, a distance of 180.57 feet to a point located in the center of South Camp Creek; thence proceed in a generally northerly and westerly direction following the meanderings of the centerline of South Camp Creek the following courses and distances:

North 47°39'53" West, a distance of 51.49 feet; North 72°08'03" West, a distance of 57.66 feet; South 85°06'07" West, a distance of 84.77 feet; North 17°37'58" East, a distance of 78.09 feet; North 74°34'16" West, a distance of 48.14 feet; North 36°51'20" West, a distance of 175.98 feet; North 17°26'01" East, a distance of 48.88 feet; North 57°46'16" West, a distance of 66.46 feet; North 03°30'25" West, a distance of 103.75 feet; North 35°16'01" West, a distance of 193.34 feet; South 73°59'19" West, a distance of 40.14 feet; North 57°12'11" West, a distance of 133.60 feet; North 16°48'51" West, a distance of 50.09 feet; South 79°56'36" West, a distance of 124.11 feet; North 55°04'57" West, a distance of 94.91 feet; North 19°00'29" West, a distance of 55.16 feet; North 65°05'31" West, a distance of 97.77 feet; North 30°10'23" West, a distance of 105.11 feet; North 72°09'04" West, a distance of 62.90 feet; North 35°48'35" West, a distance of 91.72 feet; North 00°45'19" East, a distance of 86.42 feet; North 45°42'06" West, a distance of 95.03 feet; North 04°12'04" East, a distance of 157.28 feet; North 41°10'41" West, a distance of 39.85 feet; North 86°57'00" West, a distance of 113.01 feet; North 61°20'48" West, a distance of 108.07 feet; North 01°08'21" East, a distance of 69.30 feet to the intersection of the centerline of South Camp Creek and the north line of Land Lot 64; Thence proceed South 89°55'01" East along the north line of Land Lot 64, a distance of 1499.63 feet to a concrete monument found at the northeast corner of Land Lot 64 and the Point of Beginning.

Containing 28.74 Acres, more or less.

The above tract is depicted on the attached Exhibit 102-A.

The effective date of said de-annexation shall be as set forth in O.C.G.A. §§ 36-36-2 and 36-36-22.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

Done, Ratified, and Passed this _____ day of _____ 2006.

Harold K. Logsdon, Mayor

Attest:

City Clerk

Gloria Reid

From: Bernard McMullen
Sent: Tuesday, April 25, 2006 1:37 PM
To: Gloria Reid
Cc: Harold Logsdon; Colin Halterman; David Rast
Subject: RE: Council meeting - RESPONSE FOR MAYOR

Gloria, I made a few changes and removed the intervening emails.

Mr. McCloskey:

Thanks you for your e-mail and your concerns pertaining to the proposed de-annexation request. This request has already been heard by the City's Planning Commission who voted unanimously to recommend that the de-annexation request be approved. This item will be heard by the City Council at our meeting on May 4 in a Public Hearing, and you and your neighbors are more than welcome to attend that meeting to voice your concerns.

When this request was initially submitted to the City in 2004, the former Mayor requested that Staff analyze the overall subdivision to determine whether or not it was in the best interest of the city to consider annexing the entire Platinum Ridge subdivision. Staff spent a considerable amount of time analyzing such items as emergency response, road maintenance, recreation needs, multi-use path connections, impact fee projections and tax implications. Most importantly, Staff reviewed this potential annexation with the city's Comprehensive Plan and Land Use Plan, both of which encourage the city to utilize the natural boundaries on the east (Camp Creek) and west (Line Creek) sides of the city to form the actual boundaries of the city. For many years, this has been the protocol when considering requests for annexation. In this case, annexing the Platinum Ridge subdivision would have created an odd boundary for the city as well as created several "islands" of property that would have remained within unincorporated Fayette County. In the end, it was the recommendation of City Staff and the decision by the former Mayor and Council not to consider annexing the entire subdivision.

The property Mr. Wright is proposing to de-annex from Peachtree City is actually located on the east side of Camp Creek from the remainder of Peachtree City. If this property were to be subdivided and were to remain within the city limits, the three lots would be difficult for our fire and emergency service personnel to reach in the event of an emergency, as they would be located more than a mile from Spear Road. It would also be difficult for postal deliveries, addressing and other service-related functions the city typically provides for its residents. De-annexing this property would allow the city to comply with our Comprehensive and Land Use Plan and utilize the centerline of Camp Creek to form the city boundary in this area.

Our Staff has received a few requests from property owners within Platinum Ridge to provide a connection from the subdivision to our multi-use path system. While the city does not prohibit subdivisions outside of the city limits from connecting to, or using our path system, we do not construct paths to subdivisions outside of our boundaries. The only area where a path connection might be feasible would be within the right-of-way of Spear Road. However, when Spear Road was paved a few years ago, there was very little right-of-way available and it may be very difficult to make this connection.

Again, this request will be heard in a Public Hearing at the May 4 City Council meeting at 7:00PM in City Council Chambers. I look forward to

meeting you and to hearing your concerns.

Harold

-----Original Message-----

From: David L. McCloskey [mailto:davidmccloskey@comcast.net]

Sent: Monday, April 24, 2006 8:49 PM

To: council@peachtree-city.org

Subject: Council meeting

To all,

I'm a concerned resident of Peachtree City. Currently, my wife and I are building a house in Platinum Ridge Subdivision. This subdivision is located off Spear road between Robinson and Ebenezer. The back of my lot and about half of the lots in the Subdivision partially reside in Peachtree City.

My concern is this. The developer of the property, Rod Price, has petitioned Fayette County and Peachtree City to have 28 acres of the subdivision be de-annexed from Peachtree City into Fayette County. I'm sure he is doing this solely for tax purposes. There is an upcoming meeting on May 9th where the de-annexation request is being put before the council for a vote. Being a long time resident of PTC I am asking you to vote "NO" for this request. I would actually like to see the entire subdivision annexed into Peachtree city. I have spoken with 5 out of the current 7 homeowners in the subdivision and we all agree we would like to see the subdivision annexed into Peachtree city. All the homeowners would like our children to continue to attend PTC schools, we would like the protection and security of the city services, and we would like to be connected to the path system. I am aware of some other cases where the City has annexed subdivisions. Please deny Rod Price's request. Let me know how to proceed in requesting Platinum Ridge become annexed into PTC.

Thanks for your time,

David McCloskey
678-364-9252

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *B. J. M. Muller*
Assistant City Manager *W. S.*
Financial Services Director *P.S.*
Assistant Financial Services Director *J.*
Purchasing Agent *one*
Civil Engineer

FROM: Public Services Director

DATE: April 28, 2006

SUBJECT: Energy Performance Contracting
May 4, 2006, City Council Meeting

Recommendation:

Staff recommends that Council authorize the Mayor to execute a Letter of Intent with Trane a division of American Standard, Inc. to perform a preliminary energy analysis for the City.

Discussion:

Staff solicited Requests for Information/Qualifications (RFI) (see attached) from Energy Service Companies (ESC) that provides energy performance contracting. Six firms responded to the RFI as follows:

Trane	TAC Engineering
Sempra	Linc Mechanical
Siemens	ESG – Energy Systems Group

Staff (representing Administration, Finance, Purchasing, Facilities and Engineering) invested significant time reviewing the submitted RFI's and evaluating them. Attached is the RFI listing the criteria used and the weights. Each staff member independently ranked all six submittals. Upon combining all rankings, three firms ranked the highest. See the attached combined summary of the evaluation process. Those three Energy Service Providers are:

Trane
Sempra
Siemens

Trane ranked the highest in these categories, Experience/References, Methodology, and Financial/Legal Approach. Siemens ranked higher in Qualifications and Sempra ranked higher in Local Presence in Atlanta Area since they are located in Peachtree City. Overall, Trane provided the best submittal.

On Friday, April 21, staff conducted extensive interviews with each of the above firms. All staff members unanimously selected Trane for a variety of reasons, which included:

- Trane will perform a preliminary energy analysis at no cost to the City.
- The fact that a large part of the existing City mechanical infrastructure is Trane equipment, which will simplify any automation effort.
- Trane's familiarity with the City's HVAC equipment and controls.
- Only firm that indicated possible energy savings at City's swimming pools.
- Previous experience working with Georgia Power in lowering streetlight costs.
- Trane's relationship with Shumate Mechanical, the company that has maintained the City's mechanical systems for the last ten years.
- Trane's contract was the most user-friendly.

Budget Impact:

A Preliminary Energy Analysis is the first step of an Energy Performance Contract. There is no cost to the City for this analysis. Based on the results of this analysis, only upon approval from the Council, would the City pursue an Energy Performance Contract. Performance contracting is a means of raising money for investments in energy efficiency that is based on future utility and operational savings. Money that will be saved as a result of the introduction of a new energy-efficient technology will be used to offset the cost of financing, installing, and operating that technology. By definition, the future savings must be greater than the costs, and costs are not to exceed savings during the course of the performance contract. Performance contracting is used to pay for measures to reduce energy costs and waste disposal costs, or to recover materials.

Attachments

REQUEST FOR INFORMATION
ENERGY PERFORMANCE CONTRACTING PROGRAM

The City of Peachtree City, hereinafter referred to as the City, is seeking information from qualified, interested Energy Services Companies (ESCO's) or firms that are capable of providing comprehensive energy management and energy related capital improvement services.

General information; Requirements; City facilities by square footage; Summary of City utility costs; and actual Georgia Power, Gas, Electric and Water charges by facility are available on the City's web site at www.peachtree-city.org.

The City is ultimately interested in contracting for a full range of energy services and energy related capital improvements financed through a performance based contract, guaranteed savings or similar agreement. These services may include but are not limited to an energy audit, the design, acquisition, installation, modification, maintenance and training in the operation of existing and new equipment which will reduce energy consumption associated with the heating ventilation and air conditioning system, the lighting system, building envelope, water systems and other energy using devices as well as for savings which would not reduce consumption per se but are aimed at cost savings such as fuel switching or demand reductions. Services requested may also include the training of facility staff with respect to routine maintenance and operation of all improvements.

The City of Peachtree City will be accepting sealed letters of interest/statements of qualifications (**one original and six copies**) at the office of the Purchasing Department, 151 Willowbend Road, Peachtree City, Georgia 30269, **until 4:00 p.m. on Thursday, March 16, 2006**. The submittals will be opened at that time and place and the name of each Submitter shall be announced. Submissions received after the set time will not be considered. Absolutely no electronic submittals will be accepted. **All submissions must strictly conform to the attached specifications.**

Prospective offerors who are interested may apply for consideration by submitting information on their qualifications, experience, and ability to perform. Ranking of prospective offerors will be based solely on the qualifications and information provided.

Submittals (one original and six copies) are to be submitted in a sealed envelope, with the name of the project/service (**Energy Performance Contract # 06-132IAS**) clearly marked on the face of the envelope. **The date and time of opening are also to be included, along with the name of the company submitting the qualifications.** The submission made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

This request for information does not commit the City to issue a request for Proposal, to pay any costs incurred in the preparation of prospective offerors responses or to procure or contract for services.

Any request for clarification must be made **in writing** (hand delivered, letter, fax, or e-mail) to Angela R. Egan, Purchasing Agent, by the close of business, five business days prior to the submission of qualifications. Any clarification issued will be in the form of an addendum to the Request for Information and will be issued not later than seventy-two (72) hours prior to the time of submission of information. Any addendums will be placed on the City's web site at www.peachtree-city.org.

It is the City's intention to have a panel review the sealed submittals. This evaluation process is expected to take several weeks and will involve the contribution of a number of key City personnel. The panel will base their decisions on the following weighted criteria:

- | | |
|-------------------------|-----|
| • Qualifications | 20% |
| • Experience/References | 25% |

- Methodology/Approach/Ability to Perform 20%
- Financial/Legal Approach 20%
- Local Presence in the Atlanta,
Georgia metropolitan area 15%

The City reserves the right to award any contract on the phases it deems to be in the City's best interest.

The City reserves the right to reject any and all submittals and to waive any and all irregularities. The City's policy and procedures for this process are available in the Purchasing Department for inspection.

Submissions will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Ownership of all data, materials, and documentation prepared for and submitted to the City in response to this request for qualifications shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.

Enclosure available on the City's web site at www.peachtree-city.org.

February 9, 2006

GENERAL INFORMATION AND INSTRUCTIONS

A. By submission of a response to this Request for Information (RFI) you are applying for consideration to provide contract energy management services to the City of Peachtree City.

B. Prospective offerors responding to the Request for Information will be evaluated based on the information provided. All submittals will be considered. Prospective offerors will be ranked by City Staff from most qualified to least qualified on the basis of the information provided. On-site interviews and requests for additional information will then be solicited from at least the top two (2) prospective offerors if deemed necessary by the evaluation committee. The failure of a prospective offeror to be selected for further review shall not be grounds for protest.

C. Prospective offerors are to include all information as requested.

D. **One original and six (6) copies of your response are required.**

SITE VISITS

No site visits will be scheduled prior to the submission of information and qualifications, as the City is determining only interest and qualifications at this time. Prospective offerors are not to contact any City staff members with requests for information regarding buildings. Any requests for information must go through the Purchasing Agent.

ADDENDUM(S)

Any request for clarification must be made **in writing** (hand delivered, letter, fax, or e-mail) to Angela R. Egan, Purchasing Agent, by the close of business, five business days prior to the submission of qualifications. **Potential submitters are absolutely not to contact any other City staff members.** Any clarification issued will be in the form of an addendum to the Request for Information instructions, plans, or specifications and will be issued not later than seventy-two (72) hours prior to the time of submission of qualifications. Addendums will be placed on the City's web site at www.peachtree-city.org.

DESCRIPTION OF SERVICES TO BE SOLICITED

The City of Peachtree City ultimately is interested in contracting for a full range of energy services and energy related capital improvements financed through a performance based contract guaranteed savings or similar agreement. These services may include but are not limited to an energy audit, the design, acquisition, installation, modification, maintenance, and training in the operation of existing and new equipment which will reduce energy consumption associated with the heating ventilation and air conditioning system, the lighting system, building envelope, the water system and other energy using devices as well as for savings which would not reduce consumption per se but are aimed at cost savings such as fuel switching or demand reductions. Services requested may also include the training of facility staff with respect to routine maintenance and operation of all improvements.

GENERAL SCOPE OF SERVICES

For buildings and property that may be audited see attachment called Peachtree City Facilities Square Footage.

REQUESTED INFORMATION

Prospective offerors will be evaluated and ranked based solely on the information submitted in their response to this Request for Information. **Prospective offerors must submit information on their qualifications, experience and ability to perform.** The listed criteria will be used in the City's evaluation process.

I. Qualifications of the firm and the staff

(1) Firm Qualifications

- Corporate capabilities in energy management and Performance Contracting
- Number of years the firm has been involved in delivering energy efficiency equipment and services

- The number and dollar value of performance contracts
- Range of energy management services offered
- The financial condition of the firm.
- Include a copy of the firm's most recent annual report and financial statement

(2) Staff Qualifications

- Qualifications of the technical design professionals
- Qualifications of project management professionals

II. Experience/References

Firm's Experience

Provide a brief description of five firm projects in cities, counties or other similar institutional buildings. The projects should demonstrate the firm's experience in providing equipment and services similar to what the City may eventually request. The projects should be within a recommended 400 mile radius of Peachtree City, Georgia. The projects must have been installed and operating for at least one year. At least one of the projects must have been provided on a Performance Contracting basis. For each project, state:

- (a) client name and address, contact person name, and telephone number;
- (b) project name and total cost;
- (c) project description, including number and size of buildings, equipment installed, and services provided;
- (d) annual energy savings resulting from the project, in terms of total dollars, cents per square foot, and percentage; and,
- (e) sources and levels of operational savings.

III. Methodology/Approach/Ability to Perform

Project Management

- Describe, step-by-step, the process the firm currently uses to implement Performance Contracting projects, from surveys and Proposal preparation through installation, operation, and maintenance. The description should be clear, concise, and follow a logical sequence.
- In the step-by-step description, include information on the line of communication within the firm's management structure, and between the firm and the Facility Owner. Also, within the step-by-step process, note the procedures for identifying problems, assuring quality, and maintaining the implementation schedule.
- How the firm will respond to equipment failures or other emergencies. This description will be strengthened by specific, verifiable examples of how the firm has responded to problems and emergencies in the Atlanta, Georgia area.

IV. Financial/Legal Approach

- Financial soundness and stability of the firm
- Demonstrated ability to provide or arrange project financing
- Sample financing arrangement
- Quality and clarity of the financial savings calculation methodology formula for the division of savings between the City and the firm
- Reconciliation accounting methods for adjusting windfalls/shortfalls in project cash flow
- Submittal of most recent annual financial report
- Clarity of sample project invoice
- Terms of the guarantee of the projects financial performance
- Quality of sample legal agreement
- Contractual provisions to accommodate changes in building energy use (i.e. occupancy schedule etc)
- Flexibility of legal agreement to accommodate needs of Peachtree City
- The quality of provisions for early termination of the contract at the initiative of either party.
- Documented energy savings of previous retrofit managed by the firm
- Typical baseline energy use calculation methodology

V. Local Presence in the Atlanta Metropolitan, Georgia area.

- Identify location of home office and any branch offices within the Atlanta metropolitan area.
- Identify where key members that will be assigned to the project work.

THE ESTABLISHMENT, APPLICATION AND INTERPRETATION OF THE ABOVE CRITERIA SHALL BE SOLELY WITHIN THE DISCRETION OF THE CITY OF PEACHTREE CITY. THE CITY OF PEACHTREE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS

EVALUATION SUMMARY
ENERGY PERFORMANCE CONTRACTING PROGRAM
Combined Evaluation

Company	Qualifications (20% weight)	Experience/ References (25% weight)	Methodology/ Approach/ Ability to Perform (20% weight)	Financial/Legal Approach (20% weight)	Local Presence in Atlanta Area (15% weight)	Weighted Score
Energy Systems Group	4.3	4.1	3.7	3.6	4.3	4.0
Linc Mechanical	3.1	3.1	2.3	2.8	3.8	3.0
Sempra Energy	4.2	4.3	4.1	4.8	5.0	4.4
Siemens	4.7	4.6	4.5	4.6	4.3	4.5
Tour Andover Controls	3.8	3.8	3.7	3.8	4.5	3.8
Trane	4.4	4.6	5.0	4.9	4.6	4.7

Note: Rate firms from 1 to 5 with 5 being the highest.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Benjamin M. Muller*
Developmental Services Director *CSH*
Financial Services Director *P.S.*

FROM: City Planner *Dana*

DATE: April 27, 2006

SUBJECT: Approval of Multi-use Path System Master Plan (FY 06-07)
May 4, 2006 City Council Agenda

Recommendation:

Staff recommends that Council approve the Multi-use Path System Master Plan for FY 06-07 and authorize Staff to begin scheduling the installation of these path connections.

Discussion:

At the City Council Retreat several weeks ago, Staff presented their recommendations on the Multi-use Path System Master Plan for FY 06 and 07. Council requested that Staff review their recommendations and revise the plan accordingly. Based on the feedback received, Staff is recommending the following projects for inclusion in the update to the master plan:

<i>Path name</i>	<i>Starting/ ending point</i>	<i>Distance</i>
------------------	-------------------------------	-----------------

FY 06

General fund

GA 54 East 1	Robinson Court to Carriage Lane	1,000 LF
GA 54 East 2	Carriage Lane to Peachtree East retail	500 LF
Robinson Road North 1	Robinson Court to PTCUMC	600 LF
Robinson Road North 2	Spear Road to Whitfield Farms	900 LF
Peachtree Parkway North	Walt Banks Road to Interlochen Drive	<u>900 LF</u>
Flat Creek multi-use bridge path connections (DESIGN)		

TOTAL PATH CONSTRUCTION

3,900 LF

Approval of Multi-use Path System Master Plan (FY 06-07)

April 27, 2006

Page 2

FY 07

General fund

Holly Grove Road	Robinson Road to Aster Ridge Trail	2,400 LF
Robinson Road South	Holly Grove Church Road to Oakdale	1,600 LF
Flat Creek multi-use bridge path connections (CONSTRUCTION)		

SPLOST/ grant funded

GA 74 South (Q23)	Cooper Circle to South 74 BSC	9,000 LF
Paschall Road multi-use tunnel	Willow Road to Reed Memorial Park	

TOTAL PATH CONSTRUCTION

13,000 LF

Budget impact:

Funding for new path construction is identified in the FY 06 and 07 Public Improvement Program.

Attachments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Bryan M. Muller*
Fire Chief *J. M. [unclear]*
Police Chief *J. M. [unclear]*
Public Services Director
Developmental Services Director *[unclear]*

FROM: City Engineer *David A. Borkowski*

DATE: April 26, 2006

SUBJECT: Ordinance Prohibiting Parking on Commerce Drive
May 4, 2006 City Council Meeting

Recommendation:

Staff is recommending that Council adopt an amendment to Chapter 78 of the Peachtree City Code of Ordinances prohibiting parking on the west side of Commerce Drive between Westpark Drive and Aberdeen Parkway. Also prohibiting parking on the east side of Commerce drive except in designated area.

Discussion:

Staff has determined that there is a need for improved traffic control on Commerce Drive to help ensure the safety of the traveling public. Vehicles belonging to the employees at the World Gym on Commerce Drive are parking in the street in order to help save spaces for customers because there is a shortage of spaces during peak business hours. Some patrons are also parking in the street. When vehicles are parked in various locations in front of the World Gym, they are creating sight distance/safety issues where people cannot see around the parked vehicles.

Staff has contacted the owner of World Gym and discussed the situation. The owner currently has permission from the bank to the north to use a portion of their lot for overflow parking. The owner is also working on paving a gravel portion of the World Gym lot to make additional parking. As another recommendation to the owner, staff has suggested using the retaining wall area in the rear for additional parallel parking. Staff has also contacted the Southern Federal Credit Union to discuss the possibility of using some of their parking for the Gym.

Staff has identified a portion on the east side of Commerce Drive directly across from the World Gym for vehicles to park that would not block sight distance for people traveling on Commerce Drive or for people pulling out of the businesses in the area. Because of the sight distance issues, staff feels that parking needs to be restricted to this area on Commerce Drive while the above options for additional parking are explored.

Budget Impact:

There will be an operational cost to the Public Works Department to make and install signs and paint the curbing so that the no parking area can be legally enforced.

Attachments

cc: City Engineer's File
Public Services Director
Public Information Officer
Administrative Services Staff Assistant

Ordinance No. _____

AN ORDINANCE TO AMEND THE PEACHTREE CITY TRAFFIC ORDINANCE
TO LIMIT PARKING ON COMMERCE DRIVE, AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
PEACHTREE CITY, and it is hereby ordained by the authority of the same, that Article 1,
Section 78, of the Peachtree City Code of Ordinances be amended to read as follows:

SEC. 78-28. Parking on Commerce Drive.

(a) Parking is prohibited on the West side of Commerce Drive between Westpark Drive
and Aberdeen Parkway (a distance of approximately 936 feet). Parking is prohibited on the East
side of Commerce Drive from its intersection with Westpark Drive to a point 437 feet North of
the center of the intersection. Parking will also be prohibited on the East side of Commerce
Drive from its intersection with Aberdeen Parkway to a point 434 feet South of the center of the
intersection.

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

Done, Ratified, and Passed this _____ day of _____ 2006.

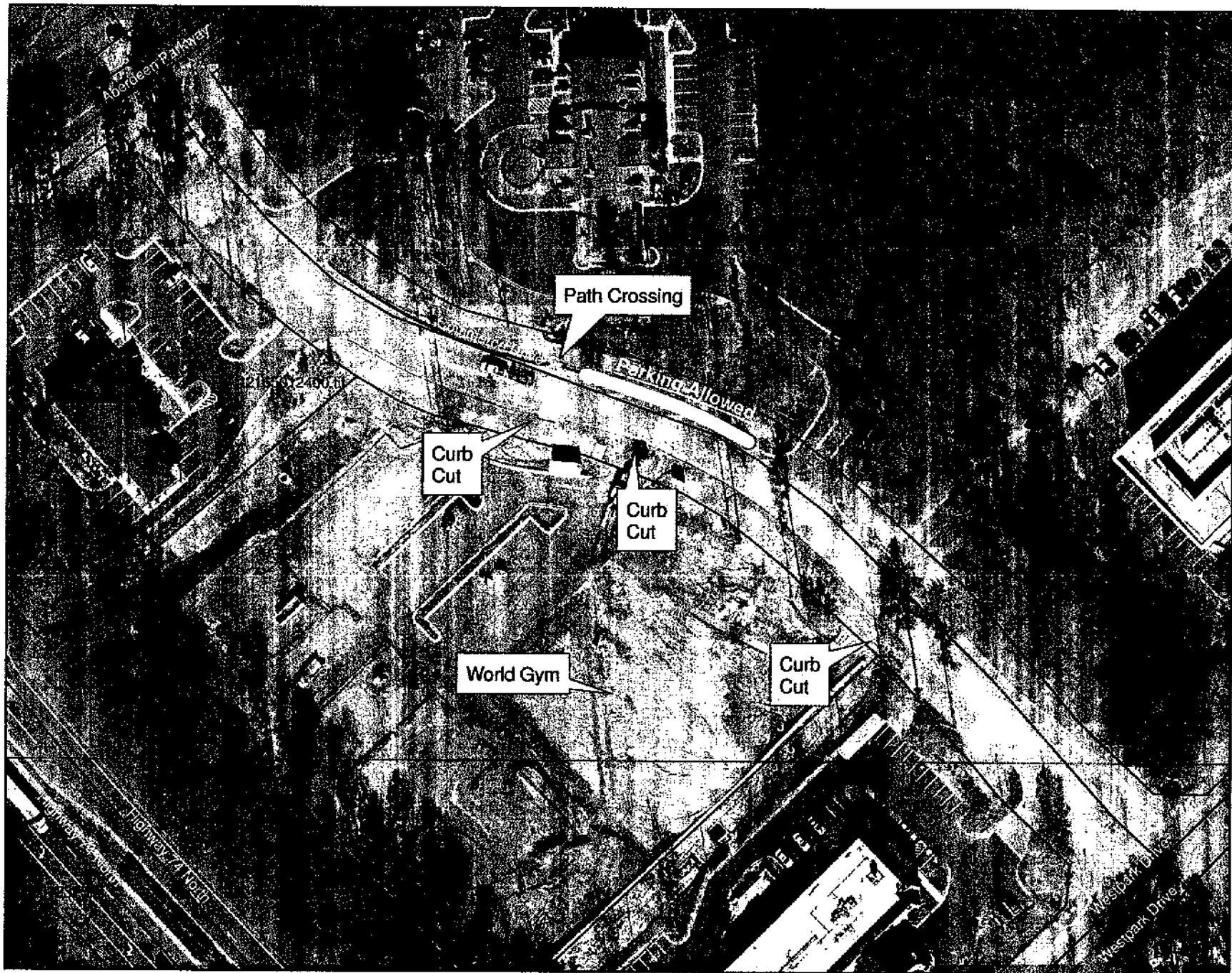
Mayor

City Council

City Clerk

Attest

World Gym



Commerce Drive Area



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *James M. Muller*
Assistant City Manager *DWA*
Administrative Services Director/City Clerk *[Signature]*
Assistant Finance Director *[Signature]*

FROM: Financial Services Director *[Signature]*

DATE: April 28, 2006

SUBJECT: Amendments to CAR 8-2 Travel Expenses
May 4, 2006 Council Agenda

Recommendation:

Consider the proposed amendments to CAR 8-2 (attached) on meal expenses, tips and lodging.

Discussion:

Currently, CAR 8-2 (Section VI.) requires receipts for all meal expenses but does not specify itemized receipts. Finance has indicated that there have been problems with employees not submitting itemized receipts and, when that happens, it is more difficult for finance to audit the reports. The proposed change would require itemized receipts. Additionally, while it is the City's policy not to reimburse for alcohol, this is not stated in the CAR. Language has been added that specifically states that there will be no reimbursement for alcohol. The current CAR allows reimbursement for tips not to exceed 15%. Staff is recommending that be changed to not to exceed 20%.

Language in the CAR has also been updated to reflect standard daily or per meal amounts to be based on the U. S. General Services Administration as determined annually by primary destination. This allows for increased allowable reimbursement rates for more costly destinations. Finally, updates are included in the lodging section to ensure that the City does not pay unnecessary State and local tax.

Budget Impact:

The budget impact is minimal and can easily be absorbed into existing departmental budgets.
Attachment

CAR 8-2 TRAVEL EXPENSES

CAR 8-2

OPR: City Hall

3/85 (Revised 8/04)

Purpose	Section	I	Meal Expenses	Section	VI
Responsibility		II	Other Expenses		VII
Trip Authorization		III	Expense Reports		VIII
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I. Purpose

The policies and procedures contained herein govern authorization of travel on City business, modes of travel and related expenses while on official City business, and the reporting and reimbursement to employee for the cost of such travel.

II. Responsibility

It is the responsibility of all City employees to adhere to the requirements of this regulation. Any deviation from the policies set forth will require prior approval of the City Manager. Employees also have the responsibilities to use discretion and seek economical lodging, transportation and meals when traveling on city business. State contracts for lodging and auto rentals should be checked when traveling in state.

III. Trip Authorization

Any employee who will be traveling on City business must complete an "Official Travel Authorization" (CTH-20) form (Attachment 1). This form must be forwarded to the Division Director/Chief for approval.

IV. Selection of Travel Mode

The factors used to determine the mode of travel to be utilized should include, but not be limited to the following considerations:

- A. Comparative costs of all authorized modes of travel
- B. Number of employees on trip
- C. Duration of trip
- D. Driving distance/time/safety
- E. Availability of City vehicle (for extended trips will the vehicle be needed in the city)

It is anticipated that with a few exceptions, the most economical mode of travel to the City will be selected.

V. Authorized Modes of Travel

The following modes of travel are authorized for use by City employees when on official business. The modes of travel to be utilized shall have the approval of the Division Director/Chief and City Manager.

- A. City Vehicles - When practical, employees shall utilize city vehicles for travel. The following rules apply to use of city vehicles.

- (1) Travel should not normally exceed one (1) day's safe driving time (exception: Two or more employees traveling to the same destination)
- (2) Dependents of employees should not travel in city vehicles
- (3) City vehicles shall not be used for personal travel while at the destination

B. Personal Vehicles - Use of a personal vehicle for city business travel must have prior written approval of the Division Director/Chief and the City Manager if the employee desires reimbursement for mileage. The Division Director/Chief and the City Manager may approve use of a personal vehicle for travel on official business under the following circumstances:

- (1) A city vehicle is not available
- (2) The employee desires the accompaniment of a family member, or is taking vacation in conjunction with official travel
- (3) It is cost effective to do so (the City's reimbursed amount will be the rate established by the IRS)

C. Airline - Employee shall use airline travel when:

- (1) Travel exceeds more than one (1) day's safe driving time, and only one employee is traveling to the destination
- (2) The length of the total trip exceeds (5) days
- (3) It is cost-effective to use air travel

VI. Meal Expenses

The following rules apply to meal expenses:

- A. A standard daily or per meal amount of \$35.00 per day will be allowed, as determined annually by the U. S. General Services Administration, will be allowed. This amount varies by primary destination and is available on the U. S. General Services Administration website or from the City's Finance Department. The Finance Department will post amounts for Georgia Destinations annually.
- B. Itemized receipts are necessary for all meal expenses. The City recognizes that employees sometimes are at location where meals are more expensive than the standard amount. Therefore, should meal expenses exceed the above allowed amounts, itemized receipts and a written explanation shall be required prior to reimbursement. No reimbursement will be made for alcohol.
- C. When an employee's daily cost of meals is less than \$35.00, the City shall reimburse the employee only for the actual cost of the meals and not the full \$ 35.00.
- CD. The City does not generally reimburse employees for meals purchased in Peachtree City or any other locations in Fayette County since it is only a short drive back to Peachtree City. Also, the City does not generally pay for meals for non-City employees. Every effort should be made to schedule meetings between meals to allow adequate time to return to Peachtree City by meal time. Exceptions to these policies may be made with prior approval of the City Manager. Examples of exceptions would include meetings when special guests are visiting Peachtree City, some joint departmental meetings with visitors who are providing a free service to the City (i.e. Police promotional assessors) and other similar circumstances.

VII. Other Expenses

Additional reimbursement expenses include:

- A. Lodging - ~~The city will reimburse the employee for the single occupancy room rate. The City will provide a check payable to the hotel/motel for the single occupancy room rate. The check is to be delivered to the hotel/motel upon registration, along with the City's State tax exemption form and hotel/motel tax exemption form. A receipt is necessary and must be submitted with the expense report.~~ Should the employee take a spouse, the hotel/motel clerk must indicate on the receipt the single occupancy rate. The City will reimburse the employee for any approved hotel/motel charges that exceed the amount of the deposit check.
- B. Taxi/Limousine Travel - Actual amounts will be reimbursed. Receipts should be obtained.
- C. Telephone Calls - Calls to the office will be reimbursed.
- D. Gratuity - Tips should not exceed 20+5% of the total bill. Actual tip will be shown on the meal receipt.
- E. Rental Auto - Car rental requires the prior approval of the Division Director/Chief and City Manager. Copy of rental agreement and receipt of payment is required.

VIII. Expense Report

Upon completion of travel, the employee shall promptly complete an expense report. The following rules shall apply to the filing of the expense report:

- A. Use City Hall Form CTH-1 for reporting expenses (Attachment 2). Addition should be double checked and all required receipts and explanations attached to the form. The report is to be completed in ink or typewritten.
- B. If a receipt is lost, a written explanation must be attached to the report. Also, attach a written explanation for any expense which exceeds the authorized amount. Other documentation such as airline tickets, rental car agreements, etc., should be attached. Itemized receipts shall be attached to the expense report (not a credit card total).
- C. Forward the completed report to the Division Director/Chief for approval, who in turn forwards the report to the Finance Department for payment.

IX. Cash Advance - A cash advance may be permitted upon approval of the Division Director/Chief and City Manager.

APPROVED:

Financial Services Director

Administrative Services Director/City Clerk

Assistant City Manager

City Manager

City Council

City of Peachtree City
Official Travel Authorization

Employee _____ Date _____

Conference / Seminar _____
(Attach Brochure)

Sponsored By _____

Location _____

Dates: From _____ To _____

Registration Fee _____
(Attach Payment Request)

Hotel _____

Daily Rate _____
(Attach Payment Request)

Mode of Transportation Requested (check one):

_____ City Car	
_____ Airplane	Cost of Ticket _____
_____ Personal Car	Estimated Reimbursement * _____
_____ Rental Car	Cost of Rental _____

* Based on the IRS mileage rate.

Division Director/Chief_____
Date_____
City Manager_____
Date

CITY OF PEACHTREE CITY TRAVEL EXPENSE REPORT

Name: _____ Title _____
 Division _____
 Complete Address _____
 Purpose of Trip _____

INSTRUCTIONS: Fill out completely. File with Division Director/Chief within two working days after return to duty. Attach all receipts for hotel, transportation and other items. Total cost of trip, meeting, convention, etc. must be shown even if paid by the city in advance.

DATE:	SUN. / /	MON. / /	TUES. / /	WED. / /	THURS. / /	FRI. / /	SAT. / /	TOTAL
Air Fare								
Personal Auto (\$.405) per mile								
Rental Auto								
Parking								
Taxi/Bus Fare								
Hotel/Motel								
Telephone								
Registration Fee								
Meals (including tip)								
Breakfast.....	_____	_____	_____	_____	_____	_____	_____	_____
Lunch.....	_____	_____	_____	_____	_____	_____	_____	_____
Dinner.....	_____	_____	_____	_____	_____	_____	_____	_____
Meals for Others (Explain)								
Miscellaneous (Specify)								
TOTALS:								

I certify that the foregoing expenses were incurred in the conduct of city business.

Signature _____ Date _____

_____ Employee _____ Job Applicant _____ Other _____

Division Director/Chief _____ Date _____

Audited by Finance _____ Date _____

City Manager _____ Date _____

Total Expense: \$ _____

Less Amt. Pd. by City for: _____

Registration: _____

Hotel: _____

Air Fare: _____

Cash Advance: _____

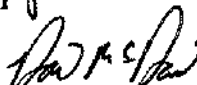
Due Employee: _____

Due City: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager 
Assistant City Manager 
Financial Services Director P.S.
Assistant Financial Services Director 
Purchasing Agent 
Manager of Facilities Maintenance 

FROM: Public Services Director

DATE: April 27, 2006

SUBJECT: Satellite Auto Shop Facility Construction Bids
May 4, 2006 Council Agenda

Recommendation:

Staff recommends that Council award the construction of the Satellite Auto shop to R.L. Ward, LLC, of Newnan, Georgia, for their bid of \$498,500.00.

Discussion:

On June 21, 2004 the Council awarded construction of the Satellite Auto Shop to Fincher Commercial Construction, Inc. based on the low bid of \$468,695.00. Fincher started construction on August 30, 2004 with a completion time of 180 days. During excavation for the building foundations, ground water and unsuitable soils were encountered, which eventually led to staff's recommendation that the site for the building be changed. The contractor abandoned the site in December of 2004 at the City's request. On December 6, 2004, staff working with United Consulting, the City's geotechnical consultants, identified an alternate site behind the Public Works facility located on McIntosh Trail. Staff worked with United Consulting and Integrated Science and Engineering (ISE) on site plan and provided the contractor with the geotechnical analysis on December 16, 2004. A revised site plan that enabled the use of the original building design was developed and approved on March 23, 2005 by staff. Fincher was asked to provide a cost estimate for the construction of the building on the new site as a change order. On June 16, 2005, Fincher provided staff with a proposed cost estimate of \$765,230.50. This cost estimate was excessive and exceeded the allowable cost increase according to Section 15 of the General Provision in the Contract. On July 7, 2005, staff recommended to Council to cancel the Contract with Fincher Commercial Construction, Inc. and re-bid the project. Council cancelled the contract with Fincher. Staff worked with Cobb and Associates and ISE to finalize the site plan.

In March 2006, staff solicited bids for the construction of the Satellite Auto Shop. Eight firms responded by sending representatives to the mandatory pre-bid meeting. Four contractors responded to the bid as follows:

R.L. Ward, LLC	Newnan, GA	\$498,000.00
Dennis Contracting, Inc.	East Point, GA	\$547,000.00
PRO Building Systems	Atlanta, GA	\$551,582.00
Guthrie Construction, Inc.	Tyrone, GA	\$660,465.00

The Purchasing Agent conducted a thorough reference check on the low bidder, with excellent results for dependability, reliability, scheduling, and other critical factors.

Budget

This project has been budgeted and will be financed with the 2006 Bricks and Mortar loan.

Attachment

CITY OF PEACHTREE CITY BID TABULATION SHEET

BID TITLE: Satellite Auto Shop
06-123BPW
DATE: 4-11-06 10:00 a.m.

BUDGET:

BIDS OPENED BY:
WITNESSED BY:

TIME COMPLETED: 10:10

- Two Addendums issued
- Oath of Successful Bidder
- Pre-bid meeting attendance
- mandatory
- Drug Free Workplace Cert.
- 5% bid bond required
- Bid Tender Form
- Questionnaire
- Cert. of Corp. Bidder

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
R.L. Ward LLC	P.O. Box 71909 Newnan, GA 30271	498,500.00	✓	1+2
Pro Building System	3678 N. Peachtree Road Atlanta, GA 3034	\$551,582.00	✓	1+2
Gumrie Const. Co. Inc.	126 Peach State Court Ste A Tyrone, GA 30290	660,465.00	✓	1+2
Dennis Contracting	1305 Willingham Dr East Point, GA 30344	\$547,000.00	✓	1+2

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager *Samuel M. Malik*
Assistant City Manager *W. S.*
Financial Services Director *P.S.*
Assistant Finance Director *Q*
Purchasing Agent *are*

FROM: Public Services Director

DATE: April 28, 2006

SUBJECT: 2006 Asphalt Milling Program
May 4, 2006 City Council Agenda

Recommendation:

Staff recommends that Council award the 2006 Asphalt Milling Program bid to The Miller Group, Inc. for their bid of \$182,533.00 for the combination of Base Bid I and Base Bid II.

Discussion:

In March of 2006, staff solicited bids from qualified paving contractors for the 2006 Asphalt Milling Program. One (1) firm responded to this request as follows:

The Miller Group, Inc. of Morrow Georgia

LARP Funded Streets – LAU04-S006-00 (337) -Base Bid I	\$129,162.50
LARP Funded Streets – LAU05-S007-00 (767) -Base Bid II	\$ 53,370.50
Total Bid Amount	\$182,533.00

The Miller Group is state qualified through the Georgia Department of Transportation (GDOT) to perform this type of work and staff believes that the amounts bid are reasonable and that The Miller group is very capable of performing this work. As a matter of fact, The Miller Group, Inc. is a major milling contractor for the GDOT.

Budget Impact:

There are adequate funds available in the 2006 Public Works Operating Budget line item, Street Resurfacing for the 2006 Asphalt Milling Program.

Attachment

one addendum

06-1378PW

BIDS OPENED BY:

WITNESSED BY: (

TIME COMPLETED: 9:03

[illegible]