City Council of Peachtree City
Agenda
April 5, 2007
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 Confederate Memorial Day

IV. Public Comment

V. Minutes
March 15, 2007, Regular Meeting Minutes
2007 Retreat Minutes

VI. Monthly Reports

VII. Consent Agenda
Consider Approval of STWP/CIE
Consider Acceptance of CEDAP Grant
Consider Budget Amendments

VIII. Old Agenda Items
11-06-SCM Consider Ravin Homes – Cedarcroft Impact Fee Appeal
02-07-03 Consider Citizen Request to Form Education Commission

IX. New Agenda Items
04-07-01 Public Hearing – Consider Variance Request for 213 Huddleston Road for Construction of a Cell Tower
04-07-02 Discuss Rockaway Road Realignment
04-07-03 Consider Bids for Portable Lift for Auto Shop
04-07-04 Consider Agreement with Medalist Sports for Tour de Georgia
04-07-05 Consider Request to Allow Segways on City Paths

X. Council/Staff Topics
Update on Tour de Georgia Events

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 Meeting
March 15, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, March 15, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions
Mayor Logsdon read a proclamation recognizing Fire Chief Stony Lohr for his years of service and his retirement in April.

Public Comment
Lynda Wojcik, 412 Taberon Road, addressed Council regarding her concerns about Police Department salaries and too few officers.

Minutes
Rutherford moved to approve the March 1, 2007, regular meeting minutes as written. Boone seconded. The motion carried 5-0.

Consent Agenda

1. **Consider Reimbursement Resolution for Stormwater Projects**
2. **Consider Appointment to DAPC – Tom Lacy**
3. **Consider Amendment to Building Ordinance Relative to Foundation Surveys**
4. **Consider Surplus of City Equipment at the Tennis Center**
5. **Consider Approval of Street Resurfacing Bid**

Rutherford moved to remove Item #5 from the Consent Agenda and to approve items #1-4. Boone seconded. Motion carried unanimously.

5. Consider Approval of Street Resurfacing Bid
Public Services Director Tom Corbett addressed Council, noting that the resurfacing program had been discussed at Retreat. Staff had sent out ten letters requesting bids, and had received two bids on the project, for $1.2 million and $1.4 million. Staff was recommending the low bidder, C.W. Matthews. Rutherford asked if the contractor had performed work for the City before, and Corbett said that yes, they had purchased APAC, which had done an excellent job in the past. Rutherford asked if there was a warranty on the work, and Corbett confirmed that there was a 12-month warranty, and the contract price included the milling and restriping. Corbett said that, upon approval, work would begin in May and continue through June. Rutherford asked if utility work had been coordinated to prevent damage to newly-resurfaced streets, and Corbett said that a meeting had been scheduled with Fayette County Water and the Water and Sewerage Authority to coordinate that schedule. Rutherford moved to approve a contract with C.W. Matthews, Inc., for the bid price of $1,236,632.71. Kourajian seconded. Motion carried unanimously.

Old Agenda Items
01-07-15 Consider Amendments to Home Occupation Ordinance
Public Information Officer/Deputy City Clerk Betsy Tyler addressed Council, saying that the item had originally been on the January 18 agenda, and following concerns from some local in-home music instructors, Council had tabled the item to this meeting. Staff had sent out a survey to local

in-home instruction businesses and was reviewing the results. Staff felt that a proposal would be ready by the next meeting, and was asking Council to table the issue one additional time.

Tyler noted that, when the amendment came back to Council, Council would actually be voting to send it to the Planning Commission for review, as was required for any Zoning Ordinance change.

Rutherford moved to table the item to April 19. Kourajian seconded. Motion carried unanimously.

Rutherford moved to move Agenda Item 03-07-14 to be heard in conjunction with the next agenda item.

03-07-14 Consider Request from Attorney Regarding Clarification of Issues Regarding Haynes Tract Rezoning

03-07-03 Public Hearing – Consider Rezoning, Haynes Tract, Carriage Lane, ER to LUR

George Rosenzweig addressed Council on behalf of the applicant and requested that Council remand the rezoning request to the Planning Commission for clarification. Rutherford moved to remand the request to the Planning Commission. Plunkett seconded. Motion carried unanimously. The public hearing was cancelled.

<u>New Agenda Items</u>

03-07-11 Alcohol License – NEW – Courtside Café & Bakery

Kathy Nestlehutt, the applicant, appeared before Council. Rutherford moved to approve the alcohol license for the Courtside Café and Bakery, with Nestlehutt as Licensee and License Representative. Boone seconded. The motion carried unanimously.

03-07-12 Consider Approval of PCTA Reimbursement Agreement – Performance Based Contract

Financial Services Director Paul Salvatore addressed Council, saying this agreement was a spin-off of the performance-based contract the City had in place with Trane for energy savings. Because some of the improvements to the Tennis Center and Amphitheater would benefit the Tourism Association's operating costs, the City was asking them to share in the costs of the project through a formula based on the costs of the capital improvements prorated over the time of the debt service.

Rutherford moved to approve the agreement for the Peachtree City Tourism Association (PCTA) to reimburse the City $17,850.93 annually for their portion of the debt service. Plunkett seconded. Motion carried unanimously.

03-07-13 Consider Three New Firefighter Positions Effective April 1

Assistant Fire Chief Ed Eiswerth addressed Council, requesting that they authorize three additional firefighter positions, to be funded from the matching funds budgeted for the SAFER Grant that was not received. Rutherford moved to approve the three new positions, effective April 1. Boone seconded the motion. Motion carried unanimously.

Plunkett asked if there were any applications already on file. Eiswerth said he had just reviewed several that were in, but that did not ensure that any would meet the requirements.

03-07-15 Alcohol License – NEW – Red Room to serve at Amphitheater

Michael Stooksbury, the applicant, and PCTA Executive Director Lauren Yawn addressed Council. Rutherford asked if the catering contract had gone out for bid. Yawn indicated that it had, and that they had sent out seven to eight requests, but only received two proposals. The Red Room proposal provided more of the food, beverage, and pricing features the PCTA wanted. Plunkett moved to approve Michael Stooksbury as the Licensee and License Representative pending satisfactory results on his background check. Kourajian seconded the motion. Motion carried 4-1 (Rutherford).

Council/Staff Topics

City Manager Bernard McMullen addressed Council on Huddleston Pond, noting that the design was complete, soil boring had concluded on March 6, and the permeability tests were underway and would be finished on March 27. The City's consultants were working wetlands permit paperwork, and staff would be getting proposals from Ecological Solutions for the necessary stream buffer variances. Once the permeability testing was completed, they would be finalizing and submitting the permit applications and following them very closely to expedite the process as much as possible. Boone asked that a press release and letter to the adjacent property owners go out the following week to update them on the status of the project.

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

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

There being no further business to discuss, Rutherford moved to adjourn. Boone seconded the motion. The motion carried unanimously. The meeting adjourned at 7:56 p.m.

Betsy Tyler, Deputy City Clerk

Harold K. Logsdon, Mayor

2007 CITY COUNCIL RETREAT
MINUTES
March 2-3, 2007
Wyndham Peachtree Conference Center

Friday, March 24, 2006

Mayor Logsdon called the meeting to order at 8:00 a.m. Other Council Members present were Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Copies of all the PowerPoint presentations are included in the official meeting file.

1. **Mid-Year Finance Review (FY 2007 Revenues & Expenses vs. Projections (Salvatore)**
   - Finance Director Paul Salvatore noted that actual collections through January were within 1% ($132,945, or 0.88%) of projections.
   - Tax collections through February were $250,000 to the good.
   - Permit revenues, recreation fees, and ambulance fees were down. It took time to turn around ambulance payments. The shortfall in Recreation fees was partially due to moving tennis lessons to the Tennis Center, which happened mid-year in FY 2006. Plunkett said $50,000 in tennis fees had been collected in previous years. Salvatore said it could also be a problem with the projection numbers. There was an 80/20 split between the person giving the lessons and the City (the City received 20%). McMullen pointed out that the $50,000 was the net amount, which meant the City did not lose $50,000, but probably $10,000.
   - Salvatore said the February hotel/motel tax checks came in strong, and the shortfall was now at 18.6%, but was still short approximately $87,000 year-to-date.
   - On the expense side, Kourajian asked why the City Manager's expenses were $20,000 below last year's spending to date. McMullen said some of the savings was due to one retirement. Salvatore said he would take a closer look at the line item.
   - IT expenses were also below projections. Systems Administrator Matt Robinson said some of the expenses were falling at different times during the year.
   - SPLOST collections were a little short in February, but were 4.4% to the good to date.
   - The City's grant application for additional firefighters had been denied. There was $120,000 included in FY 2007 Fire Department budget to fund the local share of the grant. Staff was examining the feasibility of hiring three additional positions this fiscal year with the excess local share funding.
   - Rutherford noted that the SAFER grants had gone to fire departments that were closer to meeting the standards. The City needed to get closer to the standards, so it could get the grants in the future. Assistant Chief Ed Eisworth noted that the additional firefighters hired this fiscal year would get the Department closer to the standard. There were two more programmed in FY 2008, which would bring the Department to 17 per shift. They were trying to get to 19. McMullen said an additional person also put two people on the QUINT. Rutherford said to put the hiring of the additional firefighters on the March 15 agenda.

2. **Update of Integrated Pest Management (Gaddo)**
   - Leisure Services Director Randy Gaddo noted there were no IPM models for sports fields, which took much abuse. Each organic product did one specific thing, so application had to be monitored. Gaddo was writing articles on IPM for Parks & Recreation magazines and developing information sources.
   - The City was working with a Canadian city that had success with IPM. Canada was considering banning, or severely limiting pesticides.

- Council would have to approve IPM plan. City would have to accept having 10-15% weeds on fields.
- Different companies would test products on 10-foot x 10-foot test sites with the same conditions as sports fields. Only fertilizers and herbicides were currently used, no synthetic amendments.

3. Discussion of Planning for PTC 50th Anniversary (Gaddo)

- City sponsored or supported 44 events per year. More events were not needed, but the existing events needed to tie into the 50th anniversary.
- One showcase event was being planned as the birthday party in 2009. Use of Drake Field, City Hall Plaza, and Gaddo's time had been committed.
- Kourajian expressed concern regarding the propriety of working with a private organization on the event. Gaddo said he would come back with the plan.
- The City's committee was composed of representatives from all departments, and the committee was ahead of the curve. The committee was anticipating possible problems.

4. Status of Comprehensive Plan Update (Rast)

- City Planner David Rast gave an update on the Comprehensive Plan.
- Submittal schedule
  - March 5 – Joint Workshop

  Comprehensive Plan Advisory Board and Planning Commission
  - March 19 – Open House
  - April 9 – Public Hearing. Planning Commission
  - April 19 – Public Hearing, City Council
  - April 20 – Transmit to ARC/ DCA for review
  - June 21 – Adopt partial plan update
  - June 30 – Recertification date
- Rast said the City was in good standing with the plan in place. The partial update was the final chapter in what had been done. If the guidelines were not met, the City would lose its Qualified Local Government status, which would be reinstated once the partial update was completed. It must be submitted 60 days prior to June 30.
- Once the assessment was completed, the advisory board planned to hold an open house. Notices would be sent to the press that the open house would be an update on the Comprehensive Plan, and hopefully, residents would attend. Work would then begin on the major plan update.
- Comments from ARC and DCA were very positive and complimentary. DCA wanted to use the City as an example of better planning practices.
- Rutherford asked what ARC and DCA had not liked. Rast said they suggested defining character areas and areas that needed more study. The City's definition had been broader and would be tightened up.
- The Community Agenda laid the framework for how the municipality should operate.
- The plan should not be a cookie cutter of everything everyone else was doing. They were trying to develop a plan that did not abandon the plan in place now, but built on it.
- Logsdon said the next 50 years would be biggest challenge. The plan kept the City on track and maintained its character. Rutherford said redevelopment would be a big part of that. Logsdon agreed and added it should be communicated in the Comprehensive Plan that redevelopment was growth, going forward.

- Rutherford said everyone wanted a core vision, but there were different ways to get there. The input from the advisory group would be the key to balancing it. The plan would be a combination of the best things.
- As part of the Community Agenda, there was now a parcel-based zoning map and Land Use Plan.
- The survey results were posted on the website. They were still working on the portion about the paths.
- The schedule for the Open House forums had not been set, but they would work with the homeowners associations on setting them up.
- The goal was to have Community Agenda to Council for adoption by Fall 2007.
- Meeker asked if the advisory board had looked at annexations and amending the Land Use Plan if annexations occurred. Rutherford asked if they had discussed where the City's natural boundaries should be. Rast said they had, but there was not a consensus. He said Fayette and Coweta Counties were going through the same process, and staff had discussed some issues, so everyone was aware. Council agreed that the City should look at annexations that made sense, but understood the sentiment regarding no annexations.

16. Update of Gerald Reed Memorial Park
This item was moved up on the agenda.

- The Volunteer Fire Department and the Fire Marshal envisioned the park as an educational outreach to community. There were no parks or Open Space in the industrial park, and it would also serve the residents in the area.
- FC&A had submitted a plan that would have helped with the company's parking issues, but too much room was proposed for parking. DOT was also taking 20-30 feet from the frontage, and the tunnel entrance would also be on the tract. FC&A was still interested in helping fund additional parking. Rast said staff worked with FC&A to redesign their current parking lot. There would be an additional 15-20 spaces including use of a portion of the park's lot.
- McMullen said staff was working with DOT to widen the planned sidewalk along SR 74 to 10 feet to allow for golf cart traffic. It would take an additional five feet between the sidewalk and FC&A.
- The park concept included a wall using bricks from the original station. Engine 8 would be on permanent display in one small building. Another building would be used for education. School groups would be able to walk across the street to tour Leach Station. The theme was to maintain the dignity of the space with an educational use and a passive park.
- Fire Chief Stony Lohr said there was considerable community support for the concept, and it might be possible to apply for educational grants.
- McMullen asked Council for direction. Rutherford said it would maintain respect for what had been in the location. Rast said a local builder was to help with determining the cost.

5. Update of 2007 Street Resurfacing Program (Corbett)

- Public Services Director Tom Corbett said a number of streets would be resurfaced in 2007 through three different funding sources – Local Assistance Road Program (LARP), Fayette County Special Purpose Local Option Sales Tax (SPLOST), and Municipal Funds (General Fund).
- The 2006 approved LARP streets (Spring 2007) included Commerce Drive (SR54 to Westpark Drive), Fortress Drive, Kelly Drive (SR74 to Flat Creek Bridge), Kings Court, Kings Ridge, Paschall Road (SR74 to Dividend Drive), TDK Boulevard (SR74 to Dividend Drive), and Wynnmeade Parkway [SR54 to Kings Ridge (north)].

- The 2007 SPLOST resurfacing (Spring 2007) included Robinson Road (Crosstown to Peachtree Parkway), Robinson Road (Peachtree Parkway to Braelinn Road), Robinson Road (Braelinn Road to Redwine Road), Holly Grove Road (Robinson Road to Rubicon Road), Ebenezer Road (Robinson Road to City limit), Golfview Drive, Arrowhead Court, Chestnut Field, Hamden Kells, Landen Point, Lommel Lane, Lattice Gate, Wheatleigh Curve, Wheatleigh Lane, and Wickerhill. Golfview was currently the lowest rated street and was at the top of the list.
- Rutherford asked if the contract covered repairs if the roads cracked or broke within 90 days. Corbett said they would be redone if anything happened in 12 months.
- They had completed re-rating all the streets and would have a new list to recommend for paving based on the new ratings.
- The bid opening for curb and gutter restoration was in March. They were able to get a better price by doing it in bulk.

6. **Update of 2007 Cart Path Resurfacing Program (Corbett)**
   - Corbett said the longest segments on the list were completed first. The paths were rated using the rating system used for streets.
   - Depending on the weather, the goal for repaving was 44,690 linear feet.
   - Plunkett asked for better signage and painting at the tunnel under Peachtree Parkway at Smokerise.
   - Kourajian noted there was a section along Peachtree Parkway South, north of the Braelinn Golf Course that was in terrible shape. People drove on the grass.
   - Plunkett suggested that sections that were heavily used should be moved up on the list.
   - There was also concern that better signage was needed regarding the "one-way" golf cart traffic on the bridge on McIntosh Trail/Kelly Drive.

7. **Update on Multi-Use Path System Master Plan (Rast)**
   - Rast gave an update on the status of FY 2005, FY 2006, and FY 2007 path projects. The FY 2005 projects included the SR 54 West multi-use bridge/gateway feature, which was currently in the environmental permitting process, and the FAA/SR 74 South connection (Flat Creek bridge to FAA, 3,200 linear feet), which was scheduled for construction in Spring 2007.
   - The FY 2006 projects included SR 54 East 1 (Robinson Road to Carriage Lane, 1,000 linear feet) and the SR 54 East 2 (Carriage Lane to Peachtree East, 1,500 linear feet), which were scheduled for Spring 2007 construction. The Robinson Road North 1 project (Robinson Court to Peachtree City United Methodist Church, 600 linear feet) had been completed. The Robinson Court 2 project (Whitfield Farm to Spear Road, 900 linear feet) and the Flat Creek multi-use path connections (Morallian Hills/Gardner Park) were also scheduled for Spring 2007 construction. A feasibility study was being conducted for the Westpark/Market Place tunnel. The Paschall Road multi-use tunnel (SR 74 South/Paschall Road) was under construction by the DOT.
   - Westpark/Market Place tunnel – DOT had planned to raise SR 74, but had decided not to do that. The Westpark area was below grade and Market Place was above grade.
   - The FY 2007 projects included Holly Grove Road (Robinson Road to Aster Ridge Trail, 2,400 linear feet), which was scheduled for Spring 2007 construction; the Robinson Road project (Holly Grove Road to The Colonnade, 1,600 linear feet), which had been completed; and the RFP was being prepared for the SR 74 South project (Gardner Park to South 74 BSC, 9,000 linear feet).

- Holly Grove to Aster Ridge – there were problems with sight distances and crossings. They wanted to get it as far away from the intersection as possible.
- The preliminary layout had been completed for the FY 2008 path projects, which included Cedarcroft bypass (MacDuff Parkway to Wal-Mart, 1,300 linear feet), Crabapple Woods connection (Crabapple Woods to Tyrone), Paschall tunnel path connections (Willow Road/Clover Reach Business Park), and Redwine Road (Foreston Place to The Preserve, 2,900 linear feet).
- Cedarcroft bypass – the path would direct people around the subdivision rather than through it as they traveled to Wal-Mart and Home Depot.
- Crabapple Woods to Tyrone – the City had been asked for the connection. Two businesses in the area had offered to fund the portion of the path in Tyrone. The City of Tyrone should be contacted.

8. Update on Stormwater Utility (Borkowski/Caspar)

Stormwater Manager Mark Caspar gave an update on the utility.

- Caspar said some tier adjustments had been made after the properties had been measured. Credits were given on two-acre or more parcels with less than 15% impervious surface.
- Plunkett asked what had been done to collect any outstanding bills. Camburn said 575 SFR bills had not been paid, and two of the 75 annual NSFR had not been paid. Of the two NSFR bills, one had been in error and might be written off. Both of the bills were for $52.
- Kourajian asked how many of the 12 monthly NSFR's were still outstanding. Camburn said one that was just now being taken care of.
- Salvatore noted the major changes in the finance model – significant savings in stormwater manager and crew vacancies, cash paid for two major capital projects and taken out of bond issue, and decision made to contract out street sweeping so there was no need to purchase street-sweeping trucks.
- Kourajian asked if residents would always pay a stormwater fee. McMullen answered yes, unless the federal requirements changed. Kourajian asked if the bills would be higher every year. Salvatore noted that there was no projected increase until 2010, which was three percent. McMullen said the stormwater system had to be maintained forever, and more would be added to it.
- Street-sweeping began the fourth weekend in January and would be done every fourth weekend in all the municipal parking lots and arterial intersections with curb and gutter.
- New ordinances would be added and current ordinances would be updated to ensure compliance.
- Completed projects included 531 North Fairfield (structural flooding, house was relocated), Kedron Hills (non-structural flooding, drainage easement cleaned to allow proper flow), and 108 Rolling Green (driveway failure due to erosion, pipes removed and stream bank stabilized).
- Current projects included Huddleston Pond (design completed for primary and emergency spillway replacement, waiting on geotechnical report for fill selection, expected to go out to bid in March), Tennis Center (O&M of both ponds and drop inlet and design of stormwater system upgrades, replacement expected to begin in March), Lot 5 Whitlock Place (existing detention pond to be replaced, design was final, bid awarded at the February 15 Council meeting), and Hip Pocket culvert replacement (current pipe was under capacity and caused structural flooding, bid awarded at the February 15 Council meeting).
- The City was seeking a 20-year revenue bond in the amount of $3,681,720 that would help fund capital projects. The projected FY 2007 projects included Bridlepath (stormwater

maintenance), 235 Cedar Drive (structural flooding), 585 North Fairfield Drive (structural flooding, Lot 5, Whitlock Place), Huddleston Pond (stormwater maintenance), Flat Creek Villas bypass channel (structural flooding), and Peachtree City Tennis Center (structural flooding). The projected FY 2008 projects included 306 Preston Chase (structural flooding), Peachtree Parkway (structural flooding), Lakeside Drive (structural flooding), 222 Smokerise (stormwater maintenance), and 206 Willowbend Road (non-structural flooding). The projected FY 2009 projects included 406 Peachtree Parkway (structural flooding), 208 and 210 Lenox Road (structural flooding), 110 and 118 Wynnmeade Parkway (structural flooding), and 209 Wysteria Court (structural flooding). The bond would be on the April 5 agenda.

- Caspar said staff hoped to take a more proactive stance regarding level of service, rather than reactive. The ultimate goal was to develop an Infrastructure Replacement Program (IRP) so infrastructure would be replaced before it failed.

Update on Huddleston Pond (Borkowski) (Added Agenda Item)

Borkowski gave an overview of the steps taken since January 2006, when it was discovered that the dam was leaking.

- Boone asked if there was an original wetlands permit for the pond. Borkowsi said he did not know. The City had to wait until the final drawings were done to get the wetlands permit.
- Boone asked if there was anything Council could do to speed up the process. Borkowski said the work should be done in the summer during the dry months. He said it should be stressed that this was not a development project, but concerned pond/dam safety. Similar projects usually took 12-18 months from problem identification to construction completioin.
- Rutherford asked how long the work would take. Borkowski said three months.
- Plunkett suggested that that there be "Huddleston Pond 101" so residents would understand all the issues.
- Rutherford asked what had not been done. The project was much bigger than anticipated and was taking much more time. Borkowski said he had not done a good job of letting Council know all of the potential problems. Rutherford said it would take a year to get everything done if all went well. Council would be able to make the best decision with all the information, and the public would be informed.
- Borkowski said he had not requested specific cost estimates yet, since hard numbers would be difficult without the engineering. The issue now was permitting. McMullen said the project would be part of the stormwater bond. The estimate was $395,000.
- Rutherford suggested a letter explaining the situation be sent to the homeowners in the area.

9. Update on SR 74 Widening (Phase I & Phase II) (Borkowski)

- Borkowski said the State Route 74 widening would be completed in two phases. The first phase extended from FAA/Cooper Circle north to the intersection of SR 54 with minor improvements north of SR 54. The second phase extended from the FAA building south to the intersection of SR 85. DOT planned to realign this intersection with Padgett Road.
- The first phase was currently under construction. Clearing was completed. Utility relocations and storm drain installation were underway. The estimated completion was in December 2008.
- DOT was developing final construction plans for the Second Phase and was currently appraising and purchasing needed right-of-way. There was a potential realignment in the Starr's Mill School to Eckerd area. The contract was scheduled for letting in August 2007, with construction to start 90 days later; however, bid letting might slip until December 2007.

- Staff was working with DOT on long-range path issues from Paschall Road north to the Post Office and on the Peachtree Villas side of the highway. A denial letter had been received from the area office, but a request to reconsider would be sent to the next level.
- A request had been made for a traffic light to be installed at the entrance to the Baseball/Soccer Complex due to safety concerns. DOT did a traffic study on the weekend during the school system's winter break, which did not provide good information. The study had been rescheduled for another weekend in March, and they should get a good reading.

10. Update on Capital Improvement Projects (Borkowski)

- Borkowski gave an overview of the 23 SPLOST projects, which totaled over $11 million.
- Borkowski continued that the 2007 projects included upgrading the railroad crossing signals (purchase private crossings, upgrade existing ones to quiet zone standard). Staff was to meet with the Federal Railroad Agency on what was needed for quiet zones. McMullen added that the intent had been to purchase the private crossings and close them, but CSX had closed the private crossings.

2007 PIP

- Rutherford noted the funds set aside for picnic shelters at Picnic Park and Blue Smoke in 2007. Gaddo explained it was part of the update for the City's 50th anniversary in 2009. Rutherford suggested that Blue Smoke be done first since there were facilities available at Picnic Park, but there were none at Blue Smoke.

11. Community Action Day (Halterman/Babb)

- Senior Code Enforcement Officer Tami Babb went over Community Action Day.
- Plunkett asked if staff was asking to do the project again. McMullen said it should be spearheaded by Council. The project did not fall under any department's responsibilities. It was an issue that Council should consider.
- Kourajian said it should be placed on an agenda for discussion.
- McMullen said it would be best to schedule the event with the spring clean-up.
- Kourajian asked how this project differed from the Community Clean-up. Kourajian said the home improvements would be one more task that could be added to the Clean-up. McMullen noted that the Community Clean-up involved public property. The Community Action Day was about private property.
- Plunkett said that, as the City aged, there would be more situations where the homes either should be condemned or be a project for the event.
- Logsdon said that the Community Clean-up was the weekend prior to the Tour de Georgia and was to clean up the paths and roads. It could be expanded, but the clean-up had been planned for public property.
- Plunkett asked Babb if she could come up with five possible projects. Babb said she was sure staff could. She added she had places that she referred residents to when they could not help themselves. A project list would not be a problem.

12. Discuss monthly publication of UPDATE Newsletter (Miller)

- Public Information Officer/Deputy City Clerk Betsy Tyler said four quarterly editions had been included in the 2007 budget, a change from the electronic/e-mail version of the past two years. She said she felt better telling residents that the newsletter had been mailed to their house. They might throw it in the trash, but it had been mailed.

- Boone said he had heard a lot of positive feedback now that the newsletter was mailed to the residents again. Rutherford agreed and said that anything that communicated with the vast majority of people was a good thing.
- Kourajian said the quarterly mailings were fine. Logsdon liked it better monthly.
- McMullen said it would be on the list for budgeting, and staff would need Council guidance.

13. Discuss Status & Funding Options for Expansion of Baseball/Soccer Complex & Gathering Place (Gaddo)

- Gaddo showed an architectural drawing of the planned expansion of The Gathering Place. He noted that additional parking would also be needed. The plans included a loading area in the back of the building, a full commercial kitchen, a room with partitions that was large enough to hold 150 people, and a card playing room that would be left set up. Gaddo said the expansion would be multi-purpose and could be revenue-producing. The projected cost was approximately over $2 million.
- Plunkett asked if the $197 per square-foot estimate was normal. McMullen said that estimate included all costs. Gaddo added that the additional parking added a significant amount to the estimate since asphalt was expensive. They had looked at pervious parking also. There was a creek behind the building so they would have to look at the stormwater issues.
- Gaddo said the plans provided the Senior Adult Council (SAC) with a good solid tool to go out and solicit funds. The cost for the design was $10,000.
- Robert DeMetz of the SAC thanked Council for what had been done so far. The SAC understood that, with the expansion, The Gathering Place would become a multi-use facility. He asked Council to leave the projected funding in the budget, which would help them in convincing others to contribute.
- Plunkett asked if the City should approach the County to ask if the County would participate. Gaddo said yes. He continued that the facility would be used for senior activities during the day and for other activities from 4-9 p.m. and on weekends.
- Rutherford asked for numbers regarding the current use of The Gathering Place. She also asked for information on other income uses of the facility, as well as what events were turned away because there was no room.
- Gaddo said that if the expanded facility was to be truly considered as a revenue generator then they would have to consider allowing alcohol. McMullen said the ordinances would have to be revised to allow alcohol use in the facility. He noted that the Peachtree City Tourism Association still had to comply with the ordinances for the venues it oversaw, and those exceptions were noted in the ordinance. Alcohol could be allowed for private parties.
- Gaddo pointed out that the facility would also need staffing during any events. Currently, there was no staff at the facility after work hours. Gaddo said Sherry McHugh had experience with this type of facility. McHugh said the facility could also be used for night classes.
- Salvatore pointed out that the expansion was not a primary facility, so the City could not use a Bricks & Mortar loan for construction.

Baseball/Soccer Complex

- Gaddo said two multi-purpose fields with concessions, sidewalks and parking were planned for the 22 acres. One field would be full-size; the other would be a soccer field so there would be room for football and lacrosse.
- Gaddo said the fields had to have artificial turf. A natural turf would not be practical for the level of use. They would be considered premiere fields, and the gates would be locked when not in use.

- Rutherford asked if there was a downside to artificial turf. Gaddo said they were used throughout the metro area, and turf had not been a problem for the players. The life span was 10 years, and they lasted at least that long, if not longer.
- The estimated cost for the fields and the artificial turf was $350,000-$400,000.

14. Discuss Feasibility of an Exit from Westpark Walk Commercial Center to Location Other Than Commerce Drive at Hwy 54 (Rast/Borkowski)

- Borkowski noted that there were only two properties left that could be used for an alternate entrance. One parcel was on Westpark Court, the other was located at the intersection of Commerce and Aberdeen. Rutherford noted that people would not want go to an exit at Aberdeen. It would be best to connect to Northlake for access to SR 54. Peach State Orthopedics owned the property off Westpark Court.
- Boone asked if DOT had to be contacted to make the current exit a right-in, right-out only. Borkowski said yes. He added that the City would need a permit from DOT, and there would need to be a lot of public education.
- Rutherford asked for a traffic count, then to put the matter on an agenda.
- McMullen said the options were to do nothing, to close off the median cut and not provide another exit from the site, or to provide a higher level of connectivity and build another exit.

15. Expansion of Recycling (Corbett)

- Corbett said electronics was the fastest-growing area for recycling. There might be room for a trailer at the Recycling Center. The recycler would bring the trailer when City asked for it. There would be no cost to the City.
- Glass must be separated by color. If contaminated, it was considered trash.
- Other recycling options included pizza box cardboard and white paper. Corbett would check to see if shredded paper was acceptable. He would also check to see if there was room to put pizza box cardboard recycling at the Public Works recycling site.
- Rutherford asked Corbett to figure out what areas could be expanded and have the information available for the next issue of the UPDATE.

The meeting adjourned at 4:30 p.m.

<u>Saturday, March 25, 2006</u>
Mayor Logsdon called the meeting to order at 8:00 a.m. Other Council Members present were Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

17. Discuss Performance Management – Council Goals for 2007 (McMullen)

- McMullen said 15 jurisdictions were participating in the Metropolitan Atlanta Performance Management Consortium. The purpose was to identify similarities and differences in performance on specific measures, identify higher performing jurisdictions, and key factors and best management practices.
- Monthly reports were a snapshot, but there were no goals or objectives of where the City was trying to get. Rutherford noted that they might need to re-think goals in areas where the City was doing well.
- McMullen said information would be reviewed at future retreats. The directors and chiefs would brief Council on where they were and what additional resources would be needed. The information would be the basis for going forward and building the budget for the following year.

Council Goals

- #1-Point of Sale tracking for sales tax – Logsdon reported that retailers were under reporting their sales. Most of the major retailers were honest. An additional $1.5 million to $2 million in additional funds could be generated.
- #3-Property tax accuracy – McMullen said there had been a question regarding the number of parcels in the City. Salvatore had talked to the County and with a former assessor who explained the process. One-third of the records were spot-checked each year, and the County consistently scored high on digest compliance. They had cross-checked the tax records with the GIS, and nothing significant was found. Robinson said the County had updated the parcels. The records were at the Carl Vinson Institute to clean up the parcel lines and compare them to the written records.
- #4-Budget without use of reserves – McMullen said it would be a challenge. The budget process would be similar to last year with a base budget, then enhancements. The millage rate necessary to support additional enhancements would be shown.
- #6-West Village annexation – both requests were moving forward. The Impact Fee Committee was scheduled to meet March 8 and March 15. Once the financial impact information was ready, the requests would go the Planning Commission for a final recommendation. Both requests should come to Council at the first meeting in May.
- #8-Monthly Publication of UPDATE – Staff would go over in terms of the budget and would confirm during the budget process.
- #9-Fayette/Coweta County, Peachtree City future plans update – Rutherford asked why Tyrone was not included in the meeting. Logsdon agreed that Tyrone should be included. McMullen said the Southern Crescent Tri-County Alliance met quarterly and included Tyrone and the counties. Fourteen different jurisdictions discussed transportation issues. The purpose was to establish communication between the entities.
- #10-Development plan for SR 54 West – McMullen said that Flexxon had a plan and was waiting for information on the land swap. There was a deed restriction on the City's property. Once that was cleared up, the proposed swap would come before Council, possibly at the April 19 meeting. There were also issues with two City streets.
- #11-Sewer to Huddleston Road and Hip Pocket Road – a meeting with WASA and the Huddleston Road property owners had been held. They were looking at connecting up to D-Bob Industrial. Not much had been done regarding Hip Pocket Road.
- #12-Repair of Police Building – The HVAC had been evaluated, and a mechanical engineer was redeveloping the calculations to ensure the system was properly sized. They could not identify the source of the moisture. A flooring expert identified that problem, which he had seen five times in 20 years. He gave some recommendations. A concrete sample had been sent for analysis to ensure the concrete met warranty. Chief Murray said they would have to grind the concrete first, then seal it. The work would have a major impact on operations. McMullen said they were finally making good progress.
- #13-Strengthen/Enforcement of ordinances relating to multiple families in a single residence – McMullen said state legislation prohibited the City from doing inspections. Meeker added there had to be probable cause. McMullen said they could work on proposed legislation for next year. Plunkett asked what citizens could do. Meeker said issues could be reported to the Police or Code Enforcement, which would help build a case for probable cause. Boone asked what would happen if illegal aliens were involved. Murray said the information would be passed along, but they would not be picked up unless they had been involved in a felony crime. Rutherford noted that the Wynnmeade Homeowners Association (HOA) had helped a lot in that neighborhood. Many of the older neighborhoods no longer had HOAs. She questioned how the City could get the neighbors involved. Murray said the Police Department had met

with landlords of the houses where crimes had occurred. The landlords were told to fix the problem, or a report would be sent to the press. This had worked. He noted that landlords had no control over to whom Section 8 housing was rented. The City reported anyone renting out rooms to Section 8. The civil side had worked better than the criminal side. Rutherford suggested a neighborhood watch program could take the place of an HOA. Murray recommended sending a letter to all the landlords and hold a meeting to go over everything. He said it was important for the property values. McMullen said he and Babb had discussed developing a training program for landlords.

- #14-Develop local government class – McMullen said City Clerk Jane Miller was working on a Peachtree City 101 class.
- #15-TDK – Resolve regional transportation plans with Coweta and Fayette Counties to address projected growth – the City was suing GRTA.
- #16-Complete repairs of flood damage to Tennis Center – McMullen said staff met with Group VI and the new project manager. Work was scheduled to begin March 12.
- #17-Develop redevelopment plan for aging residential and industrial sections of the City – the areas would be identified in the Comprehensive Plan. The commercial areas were pretty much built out, so redevelopment would become the focus.

15. Discuss Budget Guidance for FY08 (Salvatore)

- Salvatore went over the budget schedule. Rutherford asked if the process needed to move faster. McMullen said that the millage rate had to be approved by August 1. The schedule was ahead of that.
- Rutherford asked Miller for an update on the new employee evaluation system. Miller said Kelly Brownlow of the ARC would train the directors and chiefs on March 19, then would train the supervisors.
- Robinson said computer hardware was replaced every three years. He noted that two of Council's laptops had battery issues, and he would get more. The money was in the operating budget.
- Rutherford asked about health insurance. Salvatore said the City was self-insured, but had bid out the third party providers.
- There were no changes planned for the pension plan. There was an issue with unfunded liability, which would go up about 90%. He did not have the figures. He said $120,000 went to paying down the unfunded liability each year, and it would be gone 16 years.
- Rutherford asked Murray if he had any people in training. Murray said one started the police academy the next week. He had eight openings. Rutherford asked Murray if he was getting candidates. Murray said he was not getting quality candidates. Even the applicants with degrees were not passing the background checks.
- Salvatore said building maintenance was another area of concern. McMullen said there was no formal maintenance plan regarding building maintenance. There was also only one person who took care of the maintenance on everything. Plunkett noted that the Recreation Department had a good maintenance plan for its buildings.
- McMullen went over the guidance from the Retreat, which included the following:
  - Three additional firefighters for FY 2007 was to be placed on the an agenda;
  - Plans for the Gerald Reed Park were to proceed;
  - Budget for monthly publication of the UPDATE;
  - Staff was to gather more information on The Gathering Place and BSC, information on impact fees

- Rutherford said The Gathering Place expansion should go out for a bond issue. Logsdon said a $4 million bond meant an increase in the millage rate. Salvatore said the increase would be approximately 0.25 mills. Logsdon asked when the decision needed to be made in order to get it on the ballot. Meeker said no later than late June so there would be time for the paperwork to get through the Justice Department.
- Kourajian said he was not prepared to put the expansion of The Gathering Place or the BSC out to the public. He was not sure the City should be in the event business. Plunkett noted it was also an off year for an election since the Mayor's office would not be on the ballot. Plunkett said the needs for the BSC expansion had been quantified. Kourajian said he was not ready to do anything about the BSC yet.
- Boone noted that the plans for The Gathering Place could be trimmed down. Salvatore agreed and said the "Taj Mahal" version was usually presented first. Logsdon said a decision could not be made without hard numbers.
- Kourajian said he understood the idea behind the plans for the Gerald Reed Park, but did not see the uses as presented. He said the park should be more multi-purpose. Council agreed the area should remain as a park. Logsdon said he saw the presentation as a training center in a park setting. Assistant Chief Ed Eiswerth said the facility could also be used by schools and scout troops. Rutherford noted there was a limited amount of space, and it was not a bad use of the space. Eiswerth agreed more picnic tables should be added, but added that the park would also honor the volunteers who started the Department. It might not be used everyday, but would be used every week. McMullen said staff would get more information, and Rast would look at the multi-purpose use of the park before putting it on an agenda. Murray said the Fire and Police Departments were working on more projects together, and the Police Department would also use the area.
- Council discussed sending out the UPDATE on a quarterly, bi-monthly, and monthly basis. They would look at the monthly basis first.
- No decision was made on Community Action Day, but they felt it was in the City's interest to help with some of the properties.

19. Bond Millage Rates – Breakdown for Tax Bills (Salvatore)

- Salvatore said there had been a question regarding the bills. The City could change the format so it was similar to the Board of Education's bill, which provided a breakdown of the millage rate. Plunkett asked if there was a downside. Salvatore said no, but there would be a little more calculation involved.

20. Discuss Nuisance Ordinance and How It Relates to a Noise Ordinance (Meeker)

- Meeker noted that the current ordinance allowed the complaining party to work the problem out in court, which kept the Police Department and Code Enforcement out of the issue. Some jurisdictions set decibel levels by ordinance, which required the purchase of a machine to monitor the decibel level, plus training and going out to take readings. Ordinances had also been struck down. A nuisance ordinance gave more leeway. The current system was working, and there was no reason to change it.
- Murray said the Police Department very rarely got calls. When the neighbors were told people were complaining about the noise, they turned the noise down. A nuisance was an ongoing problem, and those people were cited for disorderly house. Kourajian said it was subjective. Murray said most of the situations were subjective. Meeker added that a nuisance was not just noise.
- Plunkett asked how the ordinance worked with a "Mrs. Kravitz"-type neighbor. Meeker said that was the type of situation currently handled. The complaining neighbor could go to court,

and the judge would decide if the complaints were legitimate or not. Murray added that, in most cases, the judge would not find someone guilty without the police reports to back up the complaints.

21. Process/Criteria for Approving Variances – Regular & Administrative (Meeker/Rast)

- Rast said staff had looked at other jurisdictions and past requests. Most variances were for structures in the building setbacks, which had been approved for some time, but more recently had been denied.
- Any time a variance was granted, it had to be recorded at the County so it would show up during any deed research.
- Administrative variances allowed the City to correct certain issues. They were approved by staff, the City Manager, and the Mayor. Usually, the administrative variances were required due to original construction issues. For some reason, there was a period where many of the homes built encroached into the building setback.
- The Council might want to consider other forms of variances, such as a major or minor variance, which depended on the percentage of encroachment. Specific criteria would be set for each type of variance. If tiers of variances were allowed, the City Planner/Zoning Administrator would approve minor variances, while the major variances would be sent to Council.
- Some jurisdictions considered whether the financial impact to the property owner was harmful if a variance was not granted.
- There needed to be a standard definition for what was considered a hardship.
- Meeker said the standards needed to be clarified so the same set applied to all. There could still be arguments about what the standards meant, but the standards should be more concrete. A threshold should be established for administrative variances, which could be appealed to Council if staff turned down the requests.
- Rutherford asked if any jurisdictions had a Zoning Boards of Appeal (ZBA). The requests would not come to Council with such a board in place. Meeker said most ZBAs were set up so an appeal went straight to court. Rutherford noted that ZBAs were not responsible to the citizens and would be one more board that would be needed.
- Meeker said staff's goal was to have a set of standards that led to predictable results.
- Kourajian asked how often administrative variances were requested. Rast said they were fairly common. Applicants could only request them for homes that had been there a number of years. It was a clean-up mechanism so new owners were not burdened with the problems if a house was built incorrectly. Miller added that the administrative variances had come into place when it was discovered there was a problem with the chimney chases on all the houses in one subdivision. The Council at that time realized there needed to be mechanism for staff to approve some requests.
- Meeker noted the variance request from the Braelinn Green homeowner, which had not been back to Council for discussion yet. Council could consider lowering the rear yard setback for properties that abutted greenbelts.
- Plunkett asked how many houses that would affect. Rast said there had been a number of variance requests to enclose decks, which made the decks a structure. With prior Councils, those had been looked at favorably because they backed up to the greenbelt.

22. Status of Service Delivery Agreement (McMullen)

- McMullen noted that the City Managers had met and gone over the agreement. The majority of items had been incorporated.

- The agreement was ready to go before Council. There were a number of things that called for intergovernmental agreements in specific areas, including EMS.
- McMullen and Logsdon met with Commissioner Jack Smith regarding EMS. Smith asked for a letter outlining the City's position on automatic aid. The letter had been drafted.
- McMullen met with Fayette County Public Safety Director Jack Krakeel, who provided a map. Eiswerth was to work with the County fire chief on a layout that benefited the County and the City. It was important to go through the process and get all the facts.
- Kourajian asked if the County agreed with the City on the EMS issue. McMullen said Smith was in agreement, but was looking for a win/win solution. They were looking at automatic aid, but the facts were needed about how it would affect both entities.
- McMullen said the map showed the City going halfway into Tyrone on calls. The City would get there faster, but the City was left short. There were a number of impacts to the City, including the ISO.
- McMullen noted that Eiswerth had suggested using an automatic box alarm system, which was endorsed by the Georgia Mutual Aid Group. Eiswerth said that if the issue was really manpower, then this system worked. Rutherford said it sounded like a better form of mutual aid. McMullen said he would send the draft of the letter to Council.
- McMullen noted there was a new senate bill being looked at that would change state law so counties would not tax municipalities in these situations. Rutherford said the bill might not pass, so the City should move forward with what was in the City's best interest.
- McMullen said the insurance premium tax was not part of the service delivery agreement.
- McMullen said the City had suggested using the tax digest as an index for the recreation stipend from the County. Smith said the City should just charge County residents more money to participate in the City's programs. McMullen said Gaddo would write a paper arguing against that suggestion. He noted that the County had used the City's facilities to show that the County met the national recreation standards. McMullen said the City was better off taking the $150,000 stipend.

The meeting adjourned at 11:15 a.m.

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Jane Miller, City Clerk

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Harold Logsdon, Mayor

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Pamela Dufresne, Recording Secretary

2007 City Event Calendar

April	May	June
4/5 – City Council Meeting, 7 pm 4/7 – Great American Cleanup, 10 am – 1 pm 4/14 – Spring Yard & Garden Show 4/16 - Tour de Georgia begins in Peachtree City (10:30 am festival, 1pm race start) 4/19 - City Council Meeting, 7 pm	5/1 - City Council Workshop (Tentative), 6:30 pm 5/3 – City Council Meeting, 7 pm 5/5&6 – Spring Cleanup 5/12 – Touch A Truck 5/17 - City Council Meeting, 7 pm 5/28 – Memorial Day, City offices closed Memorial Day Celebration, 8:30 - noon	6/5 – City Council Workshop (Tentative), 6:30 pm 6/7 - City Council Meeting, 7 pm 6/21 - City Council Meeting, 7 pm
July	**August**	**September**
7/3 – City Council Workshop (Tentative), 6:30 pm 7/4 – Independence Day – City offices closed, Parade & Fireworks 7/5 – City Council Meeting, 7 pm 7/19 – City Council Meeting, 7 pm	8/2 – City Council Meeting, 7 pm 8/7 – City Council Workshop (Tentative), 6:30 pm 8/16 – City Council Meeting, 7 pm 8/25 – Kidz' Fest	9/3 – Labor Day, City offices closed 9/4 – City Council Workshop (Tentative), 6:30 pm 9/6 – City Council Meeting, 7 pm 9/15&16 – Shakerag Arts & Crafts Festival 9/20 – City Council Meeting, 7 pm
October	**November**	**December**
10/2– City Council Workshop (Tentative), 6:30 pm 10/4 – City Council Meeting, 7 pm 10/13 & 14 – Great Georgia Air Show 10/18 – City Council Meeting, 7 pm 10/20 – PTC Classic Road Race	11/1 – City Council Meeting, 7 pm 11/3 –Chili Cook-Off 11/6– City Council Workshop (Tentative), 6:30 pm 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City offices closed	12/1 – Hometown Holiday 12/4– City Council Workshop (Tentative), 6:30 pm 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City offices closed

2008 City Event Calendar

January	February	March
1/1 – New Years Day, City offices closed 1/4 - City Council Meeting, 7 pm 1/18 - City Council Meeting, 7 pm 1/21 – MLK Day – City offices closed	2/5 – City Council Workshop (Tentative), 6:30 pm 2/7 – City Council Meeting, 7 pm 2/21 - City Council Meeting, 7 pm	3/4 – City Council Workshop (Tentative), 6:30 pm 3/6 – City Council Meeting, 7 pm 3/20 - City Council Meeting, 7 pm

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

Updated 3/27/07

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: *February 2007*

	January-07	February-07	FY 2007 YTD	FY 2006 YTD
Human Resources				
Workers Compensation Claims Filed	2	**2**	**10**	7
City Vehicle / Equipment Accidents	2	**1**	**8**	6
Lawsuit Legal Fees	$7,673.85	**$8,250.61**	**$29,095.06**	$30,962.26
Municipal Court				
Fines Collected	$115,580.85	**$133,739.00**	**$538,176.30**	$620,373.52
Online Transactions	166	**186**	**716**	886
Citations Closed	566	**573**	**2,626**	3,445
Jail Fund Balance	$3,144.91	**$2,812.88**	**$95,374.96**	$81,359.03

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

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

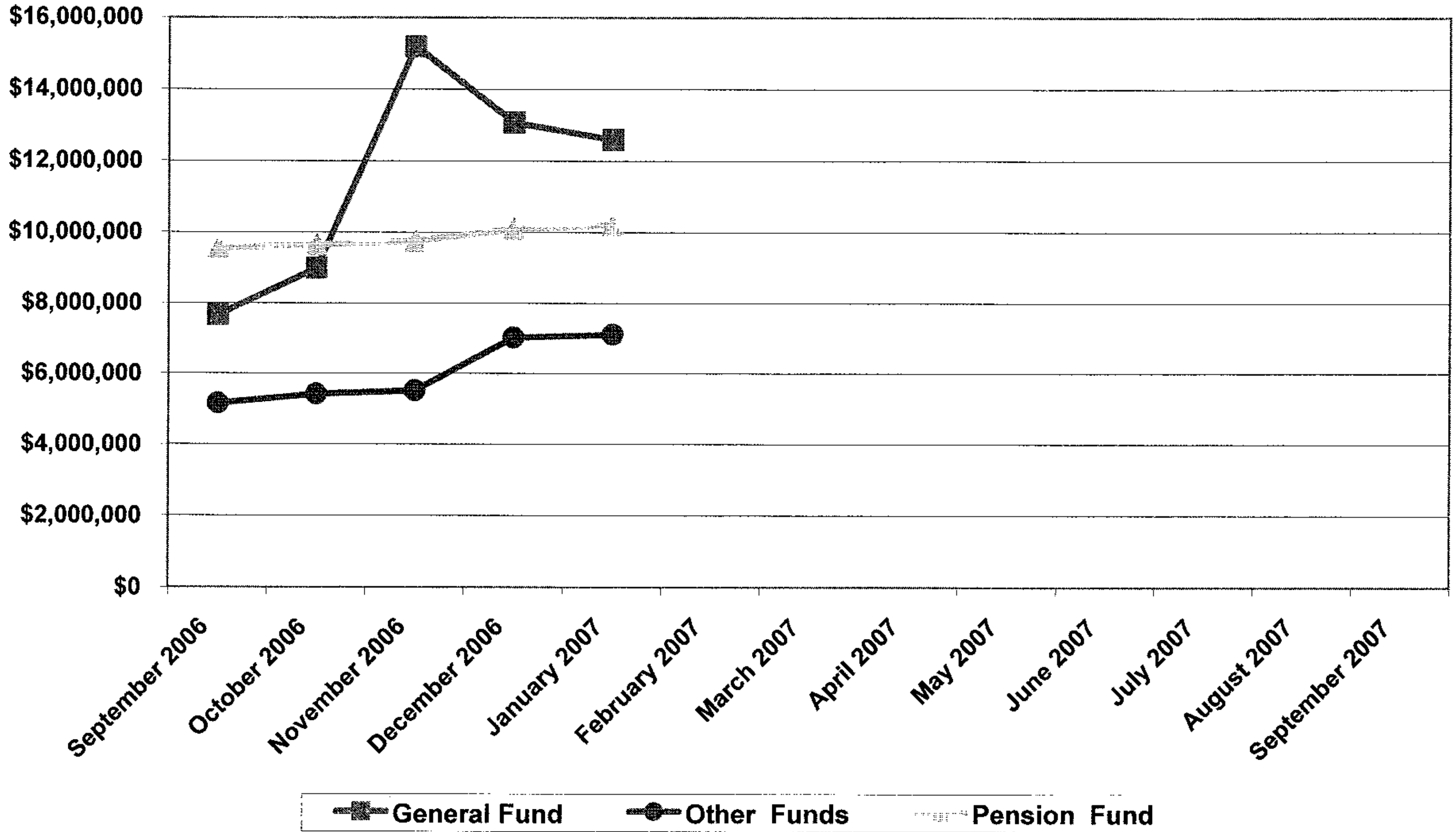
	January-07	February-07	FY 2007 YTD	FY 2006 YTD
Public Information				
New Businesses Registered	30	**36**	**148**	123
Public Contacts, Questions & Complaints	72	**70**	**342**	412

This includes 6 complaints against Comcast Cable Company, 0 sanitation company complaint, and 18 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2007

	Jan-07	Feb-07	Fiscal Y-T-D 2007	Fiscal Y-T-D 2006
DEVELOPMENT PERMITS:	7	7	29	66
BUILDING PERMITS:				
Single Family Residential	21	1	43	67
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	54	49	211	184
Commercial/Industrial	8	10	60	57
TOTAL INSPECTIONS:	553	455	2,569	2,804
CERTIFICATE OF OCCUPANCY:				
Residential	11	3	38	43
Commercial	1	4	26	17
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	77	74	773	1176
Rehab	13	14	80	71
Notice of Violations	154	170	903	725
Citations	0	2	10	5
Stop Work Orders	8	8	34	57
Complaints From Citizens	20	19	76	61
PERMIT FEES COLLECTED:	21,393	23,067	167,735	281,733
POPULATION: Based on 2.09 of completed occupancy	36,137	36,143	36,143	35,897

CITY OF PEACHTREE CITY
FISCAL YEAR 2007
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON (UNAUDITED)
FOR THE FIVE MONTHS ENDED FEBRUARY 28, 2007

PERCENTAGE OF BUDGET YEAR COMPLETED 41.7%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 10,094,474	$ 9,267,529	$ (826,945)	91.81%
Franchise Taxes	2,191,127	976,828	(1,214,299)	44.58%
Local Option Sales Tax	7,046,292	3,007,757	(4,038,535)	42.69%
Other Sales & Use Taxes	652,642	282,686	(369,956)	43.31%
Business Taxes	2,086,038	2,015,172	(70,866)	96.60%
Licenses & Permits	956,294	493,373	(462,921)	51.59%
Grants	378,366	86,559	(291,807)	22.88%
Charges for Services	1,177,313	345,784	(831,529)	29.37%
Fines & Forfeitures	1,140,817	344,579	(796,238)	30.20%
Investment Income	428,565	277,001	(151,564)	64.63%
Other Revenue	9,227	14,759	5,532	159.95%
Other Financing Sources	407,943	131,179	(276,764)	32.16%
Total General Fund Revenues	**$ 26,569,098**	**$ 17,243,206**	**$ (9,325,892)**	**64.90%**
Surplus Carryover	594,202	-		
Total General Fund	**$ 27,163,300**	**$ 17,243,206**		

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 482,855	$ 179,187	303,668	37.11%
Administrative Services	1,032,585	399,881	632,704	38.73%
Financial Services	897,958	386,132	511,826	43.00%
Police Services	5,568,253	2,054,543	3,513,710	36.90%
Fire/EMS Services	5,211,897	1,968,665	3,243,232	37.77%
Public Works	4,313,679	1,640,714	2,672,965	38.04%
Leisure Services	4,960,384	1,802,275	3,158,109	36.33%
Developmental Services	1,331,667	534,017	797,650	40.10%
Non-Divisional:				
Council Contingency	94,760	-	94,760	0.00%
Non-Profit Organizations	20,000	20,000	-	100.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,371,202	1,799,991	1,571,211	53.39%
Liability Insurance	80,835	53,141	27,694	65.74%
Legal Services	162,880	47,482	115,398	29.15%
General Administration	72,279	-	72,279	0.00%
Other	(472,934)	-	(472,934)	0.00%
Total General Fund	**$ 27,163,300**	**$ 10,921,028**	**$ 16,242,272**	**40.21%**

HOTEL/MOTEL FUND REVENUES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 1,092,291**	**$ 381,767**	**$ (710,524)**	**34.95%**

HOTEL/MOTEL TRANSFERS OUT

Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 364,097	$ 127,256	$ 236,841	34.95%
Transfer to Tourism Association	728,194	254,511	473,683	34.95%
Total Hotel/Motel Transfers Out	**$ 1,092,291**	**$ 381,767**	**$ 710,524**	**34.95%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF FEBRUARY 28, 2007

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
FEBRUARY 2007

Description	Vendor	Award	Date
Personal Computing Workstations	Dell	$ 23,478.00	02/22/2007

PURCHASING REPORT
FOR MONTH ENDED FEBRUARY 28, 2007 AND FEBRUARY 28, 2006

Activity	Fiscal Year 2007	Fiscal Year 2006
Purchase Orders / Requisitions Processed	206	245
City Store Requisitions Processed	10	9
Sealed Bids Requested	7	5
Requests for Proposals	0	0
Bids Awarded	2	10
Requests for Proposals Awarded	0	0
Contracts Prepared	0	1
Fixed Assets Purchased	6	16

INFORMATION TECHNOLOGY REPORT
FEBRUARY 2007 AND YEAR-TO-DATE

Activity	Current Month	Fiscal Year 2007
Work Orders Created	91	539
Work Orders Closed	88	497
Work Orders Open	2	37
Project Work Orders	80	470
Technical Support	119	520
Website Visits	74,942	328,827

PEACHTREE CITY FIRE/EMS DEPARTMENT
2007 MONTHLY REPORT

	Jan. 07	Feb. 07	2007 FY-T-D	2006 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	4	2	10	15
Actual Business/Industrial Fires	1	1	5	6
Rescue/EMS Assist	161	115	724	747
Vehicle/Golfcart Accidents	22	23	97	131
False Alarms	16	22	124	97
[1]Other	24	24	131	123
Total Engine Response	228	187	1091	1119
Dispatched Fire Calls	51	54	294	275
Response Time Fire	4:48	4:20	5:00	4:52
RESCUE/EMS				
Trauma	39	32	178	354
Medical	155	130	691	586
Total # Patients	194	162	869	940
Patients Transported	97	80	447	426
Dispatched EMS Calls	176	134	794	851
[2]Total Medic Response	243	176	1069	1090
Response Time EMS	4:35	4:31	4:40	4:08
Dispatched Fire/EMS Total	227	188	1088	1126
EMS BILLING				
Patients Billed	79	69	358	394
Revenue Generated	33,797	29,916	145,018	154,354
[3]Total Revenue Received	26,736	26,268	106,749	117,093

[1]Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

[2]Includes Fire Assist Responses

[3]Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

Feb-07

Activity Description	Unit	Feb. 07	FY 2007 YTD	FY 2006 YTD
Library				
Books Circulated	number	31,272	151,782	90,452
Internet Usage	visits	3,458	15,508	9,932
Computer Lab Use	hours	38	158	148

***Low use due to holidays**

Recreation

Activity Description	Unit	Feb. 07	FY 2007 YTD	FY 2006 YTD
Class/Program Revenue	$	$3,255	$13,221	$15,329
Playing Surface Mowing	hours	0	912	930
Playing Field Preparations	hours	873	2,523	2,491
Building Maintenance	hours	424	2,049	2,063
Safety Inspections	visits	50	250	250
Litter Removal	hours	280	1,396	1,346
Complaints answered	number	2	4	10

PEACHTREE CITY POLICE DEPARTMENT
2007 MONTHLY REPORT

	JANUARY 2007	DECEMBER 2006	2007 CYTD	2006 CYTD
PART I CRIMES				
Criminal Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	1	0	1	0
Aggravated Assault	1	0	1	0
Arson	0	0	0	0
Motor Vehicle Theft	5	5	5	7
Theft	19	32	19	20
Burglary	1	4	1	1
TOTAL PART I CRIMES	**27**	**41**	**27**	**28**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	16	25	16	20
DUI – ADULT	16	21	16	18
DUI – UNDERAGE	0	4	0	2
MINOR IN POSSESSION OF ALCOHOL	6	10	6	10
DRUG ARRESTS:				
MARIJUANA	3	5	3	4
METHAMPHEDIMINE	1	1	1	0
COCAINE	2	1	0	0
OTHER (opium, etc)	0	1	0	0
ARRESTS				
PROPERTY CRIMES	18	14	18	18
PERSON CRIMES	4	1	4	4
CITY ORDINANCES	25	33	25	33
TRAFFIC OFFENSES	54	47	54	84
OTHER	38	38	38	61
AVERAGE RESPONSE TIME	5.52	6.00	5.52	5.44
CALLS ANSWERED	**5,514**	**5,474**	**5,514**	**6,783**

TRAFFIC				
CITATIONS ISSUED	751	495	751	818
WARNINGS	840	422	840	626
ACCIDENTS	112	111	112	104

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	16
HWY 74 / HOLLY GROVE ROAD	3
HWY 54 / PLANTERRA WAY	3
HWY 54 / WALT BANKS ROAD	3
HWY 54 / ROBINSON ROAD	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	16
HWY 74 / HOLLY GROVE ROAD	3
HWY 54 / PLANTERRA WAY	3
HWY 54 / WALT BANKS ROAD	3
HWY 54 / ROBINSON ROAD	3

PUBLIC SERVICES MONTHLY REPORT
FEBRUARY 2007

Activity Description	Unit	FEBRUARY- 07	FY 2007 YTD	FY 2006 YTD
Street Patching	Hrs.	158	471	719
Street Crack Sealing	Hrs.	60	420	8
Drainage Maintenance	Hrs.	523	1,850	734
Street Sweeping	Hrs.	20	253	202
Cart Path Paving	Ft.	0	6,710	12,106
Cart Path Prepped for Paving	Ft.	7,201	11,873	~~~
Cart Path Litter Removal	Hrs.	110	721	599
Cart Path Drainage Maintenance	Hrs.	150	739	1,465
R.O.W. Mowing	Hrs.	21	693	504
R.O.W. litter Removal	Hrs.	708	2,822	2,103
General Maintenance	Hrs.	336	1,399	1,317
Mowing (Subdivision Entrances)	Hrs.	0	548	1,433
Landscape Maintenance	Hrs.	148	501	446
Landscape Planting/Mulching	Hrs.	801	1,722	2,596
Subdivision Sign Maintenance	Hrs.	92	350	133
Traffic Sign Maintenance	Hrs.	75	517	792
Vandalism Repairs	Hrs.	26	175	24
Vandalism Repairs	Dls.	497	2,878	849
Citizen Requests Answered	Num.	50	290	269
Community Service	Hrs.	0	40	116

RECYCLING SITE

Manhours	Hrs.	40	214	322
PARTICIPANTS				
Recycling	Num.	166	864	996
Composting	Num.	646	3,242	4,408
Mulch Pick Up	Num.	34	93	334

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Developmental Services Director

FROM: **City Planner**

DATE: **March 29, 2007**

SUBJECT: **STWP/ CIE Plan Update (2007 – 2011)**
April 5, 2007 City Council Agenda

Recommendation:
Staff recommends that Council approve the attached Resolution of Adoption and authorize Staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA).

Discussion:
Both the ARC and DCA have completed their review of the city's Short Term Work Program (STWP) and Annual Impact Fee Financial Report for FY 2006. Submittal of these documents assures ARC and DCA that local governments are in compliance with their adopted Comprehensive Plans and allows us to maintain our status as a Qualified Local Government (QLG). These documents must be officially adopted by City Council in order to complete this step in updating our Comprehensive Plan.

Budget Impact:
There is no budget impact associated with the adoption of this document.

Attachment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING UPDATES TO THE SHORT TERM WORK PROGRAM (STWP) AND CAPITAL IMPROVEMENTS ELEMENT (CIE) AND OTHER COMPREHENSIVE PLAN AMENDMENTS

BE IT HEREBY RESOLVED THAT:

The Mayor and Council of the City of Peachtree City, Georgia, hereby authorize the adoption of the Short Term Work Program (STWP) and Capital Improvements Element (CIE) updates and other Comprehensive Plan Amendments to the 1992 - 2005 City of Peachtree City Comprehensive Plan.

SO RESOLVED, this _____ day of ___________, 2007.

____
Harold Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

Peachtree City: Short Term Work Program Update
2007 - 2011

Community Facilities

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Organize and budget for long-term sustainability of all City facilities.	2007, 2008, 2009, 2010, 2011	City (Finance)	Staff time	General funds
Develop plans and acquire land for comprehensive recycling center.	2007, 2008	City (Engineering, Public Works)	Staff time	City
Update and revise Multi-use Path System Master Plan and include recommendations in Comprehensive Plan update (2007).	2007	City (Planning, Engineering, Recreation)	Staff time	City
Update and revise Recreation Facilities Master Plan and include recommendations in Comprehensive Plan update (2007).	2007	City (Planning, Recreation)	Staff time	City
Update and revise Thoroughfare Master Plan and include recommendations in Comprehensive Plan update (2007).	2007	City (Planning, Engineering)	Staff time	City
Create Community Facilities Plan (e.g., Police, Fire, Library, non-recreational activities, etc.) and include in Comprehensive Plan update (2007).	2007	City (Administration)	Staff time	City

Economic Development

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Continue to research and apply for funding through ARC, GDOT, GRTA, DCA and other agencies to implement transportation and planning improvements throughout the City.	2007, 2008, 2009, 2010, 2011	City (Planning)	Staff time	General funds/ SPLOST/ grant opportunities
Continue to work with GA DOT on the widening of GA 74 South to ensure integrated multi-use paths and landscaping are provided. Ensure proper consideration is given to all landowners.	2007, 2008	City Staff (Planning, Engineering)	Staff time	City/ grant funding
Develop corridor and entry landscape plans for all major thoroughfares throughout the City	2007	City (Planning, Public Works)	Staff time	City/ grant funding

Housing

Activity	Years	Responsible Party	Cost Estimate	Funding Source

Land Use

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Coordinate with Fayette County and surrounding jurisdictions to monitor development within water supply watersheds.	2007, 2008, 2009, 2010, 2011	City (Planning, Engineering)	Staff time	City
Coordinate with surrounding municipalities and Fayette County to implement policies regarding growth, traffic, land use, alternate	2007, 2008, 2009, 2010, 2011	City (Engineering, Public Works)	Staff time	City

transportation, etc.				
Develop standards for the re-development of existing commercial and retail sites, to include addition of mixed-use development criteria, how to address non-conforming sites, implementing architectural standards, etc.	2007	City/ Task Force (Planning)	Staff time	City
Secure zoning changes as appropriate to complement changes to Land Use Plan.	2007	City (Planning, Engineering)	Staff time	City
Update and revise Land Use Plan and include recommendations in Comprehensive Plan update (2007).	2007	City (Planning)	Staff time	City

Natural and Historic Resources

Activity	Years	Responsible Party	Cost Estimate	Funding Source

General Planning

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Update Short Term Work program and Capital Improvements Element to ensire conformance with stated goals and objectives.	2007, 2008, 2009, 2010, 2011	City (Planning, Finance)	Staff time	City
Evaluate and encourage improvements to existing Quality Improvement Program which seeks Staff input to upgrade City services.	2007, 2008, 2009, 2010, 2011	City (Administrative Services)	Staff time	City
Continue to work with citizen advisory committees and task forces as appropriate to solicit public participation and input.	2007, 2008, 2009, 2010, 2011	City (Planning, Engineering)	Staff time	City
Continue coordination with ARC Bicycle and Pedestrian Task Force and seek grant funding for a variety of bicycle and pedestrian oriented projects.	2007, 2008, 2009, 2010, 2011	City (Planning)	Staff time	City/ SPLOST
Coordinate with Fayette County, ARC, GRTA and GA DOT to identify and promote alternate transportation programs.	2007, 2008, 2009, 2010, 2011	City (Planning, Engineering)	Staff time	City

Peachtree City: Report of Accomplishments
2007 - 2011

Community Facilities

Activity	Status	Explanation
Organize and budget for long-term sustainability of all City facilities.	Ongoing	
Implement recommendations of GA 54 West corridor study.	Complete	
Develop plans and acquire land for comprehensive recycling center.	Underway	
Update and revise Multi-use Path System Master Plan and include recommendations in Comprehensive Plan update (2007).	Complete	
Update and revise Recreation Facilities Master Plan and include recommendations in Comprehensive Plan update (2007).	Complete	
Update and revise Thoroughfare Master Plan and include recommendations in Comprehensive Plan update (2007).	Complete	
Create Community Facilities Plan (e.g., Police, Fire, Library, non-recreational activities, etc.) and include in Comprehensive Plan update (2007).	Underway	
Assist in establishing Administrative Budget for Southern Conservation Trust and define natural areas for acquisition	Postponed	Project placed on hold due to budget constraints.

Economic Development

Activity	Status	Explanation
Continue to research and apply for funding through ARC, GA DOT, GRTA, DCA and other agencies to implement transportation and planning	Ongoing	
Continue to work with GA DOT on the widening of GA 54 West to ensure integrated multi-use paths and landscaping are provided. Ensure proper consideration is given to all homeowners.	Complete	
Continue to work with GA DOT on the widening of GA 74 South to ensure integrated multi-use paths and landscaping are provided. Ensure proper consideration is given to all landowners.	Underway	
Work with ARC, Consultant and Citizen Advisory Committee on Livable Centers Initiative for GA 54 West Activity Center	Complete	
Develop corridor and entry landscape plans for all major thoroughfares throughout the City	Underway	

Housing

Activity	Status	Explanation
Prepare Housing Study and include recommendations in Comprehensive Plan update (2007).	Complete	

Land Use

Activity	Status	Explanation
Coordinate with Fayette County and surrounding jurisdictions to monitor development within water supply watersheds.	Ongoing	
Coordinate with surrounding municipalities and Fayette County to implement policies regarding growth, traffic, land use, alternate transportation, etc.	Ongoing	
Develop standards for the re-development of existing commercial and retail sites, to include addition of mixed-use development criteria, how to address non-conforming sites, implementing architectural standards, etc.	Underway	
Secure zoning changes as appropriate to complement changes to Land Use Plan.	Underway	
Update and revise Land Use Plan and include recommendations in Comprehensive Plan update (2007).	Underway	

Natural and Historic Resources

Activity	Status	Explanation
Development and implement a Comprehensive Storm Water Management Program and consider creation of a storm water utility for the City.	Complete	

General Planning

Activity	Status	Explanation
Update Short Term Work program and Capital Improvements Element to ensure conformance with stated goals and objectives.	Ongoing	
Evaluate present filing system for files, maps and other documents to determine methods to improve file retention.	Complete	
Evaluate and encourage improvements to existing Quality Improvement Program which seeks Staff input to upgrade City services.	Ongoing	
Continue to work with citizen advisory committees and task forces as appropriate to solicit public participation and input.	Ongoing	
Continue coordination with ARC Bicycle and Pedestrian Task Force and seek grant funding for a variety of bicycle and pedestrian oriented projects.	Ongoing	
Coordinate with Fayette County, ARC, GRTA and GA DOT to identify and promote alternate transportation programs.	Ongoing	

City of Peachtree City	Annual Impact Fee Financial Report - Fiscal Year 2006					
Public Facility	**Roads/Bridges**	**Parks/Recreation**	**Library**	**Police**	**Fire**	**TOTAL**
Service Area						
Impact Fee Fund Balance at September 30, 2005	$ -	$ -	$ -	$ -	$ -	$ -
Impact Fees Collected in Fiscal Year 2006	16,170	73,570	1,750	490	22,610	114,590
Accrued Interest	-	-	-	-	-	-
(Administrative/Other Costs)	-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-	-	-	-
(Project Expenditures)	(16,170)	(73,570)	(1,750)	(490)	(22,610)	(114,590)
Impact Fee Fund Balance at September 30, 2006	$ -	$ -	$ -	$ -	$ -	$ -
Impact Fees Encumbered	$ -	$ -	$ -	$ -	$ -	$ -

City of Peachtree City	Capital Improvements Project Update for FY 2006							
Public Facility:	Roads/Bridges							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Pedestrian Paths & Bridges	1993	1998	$ 175,888	52.81%	City	$ -	$ -	Reimburse Expenditures
Brown Road Improvement	1993	1993	218,315	33.84%	City	-	-	Reimburse Expenditures
Highway 54 Underpass	1992	1992	246,000	41.70%	City	-	-	Reimburse Expenditures
Highway 74 Bike Path Bridge	1993	1996	354,048	61.84%	City	16,170	-	Reimburse Expenditures
Crabapple Lane West	1997	1998	571,307	22.07%	City	-	-	Reimburse Expenditures
Sumner Road	1998	2001	251,199	2.70%	City	-	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 1,816,757			$ 16,170	$ -	

City of Peachtree City — **Capital Improvements Project Update for FY 2006**

Public Facility:	**Parks/Recreation**							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Recreation Land	1993	1994	$ 1,332,413	94.08%	City	$ 35,000	$ -	Reimburse Expenditures
Recreation Facilities	1993	1995	3,089,333	89.69%	City	37,800	-	Reimburse Expenditures
Recreation Administration Building	1993	1996	362,425	15.57%	City	770	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 4,784,171			$ 73,570	$ -	

Capital Improvements Project Update for FY 2006

City of Peachtree City

Public Facility: **Library**

Service Area:

Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Library Expansion	1993	1995	$ 564,283	22.73%	City	$ 1,750	$ -	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 564,283			$ 1,750	$ -	

City of Peachtree City **Capital Improvements Project Update for FY 2006**

Public Facility:	Police							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Police Expansion I	1993	1993	$ 57,259	26.88%	City	$ 210	$ -	Reimburse Expenditures
Police Expansion II	1993	1993	34,090	60.20%	City	280	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 91,349			$ 490	$ -	

City of Peachtree City

Capital Improvements Project Update for FY 2006

Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2006	Impact Fees Encumbered through FY 2006	Status/ Remarks
Public Facility:	Fire							
Service Area:								
Kedron Fire Station & Equipment	1993	1994	$ 497,754	51.96%	City	$ -	$ -	Reimburse Expenditures
Leach Fire Station	2000	2001	1,731,333	9.55%	City	22,610	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 2,229,087			$ 22,610	$ -	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: James V. Murray, Chief of Police

DATE: March 30th, 2007

SUBJECT: Commercial Equipment Direct Assistance Program (CEDAP) Award

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Recommendation:

The Police Department applied for a Commercial Equipment Assistance Grant (CEDAP) in September 2006. We are pleased to announce that our application was successful and the department has been selected to receive a Zistos Modular Portable Video System (see link: http://www.zistos.com/products.htm to view the product). This device will allow the department's Special Response Team, Community Emergency Response Team, and Fire Department to search high risk or inaccessible areas for either victims or suspects. The Police Department recommends that we accept this grant.

Discussion:

The U.S. Department of Homeland Security (DHS) announced that it was seeking applications for the fiscal year 2006 (FY 2006) Commercial Equipment Direct Assistance Program (CEDAP). The FY 2006 program was slated to give out more than $32 million in equipment to first responders in selected rural and smaller communities. The application period officially opened August 16, 2006 and closed September 22, 2006.

The video system awarded will allow our first responders to search areas that are inaccessible because the situation creates an unnecessary risk to search by using personnel. Situations such as building collapses, storm drains, attacks, crawl spaces, would be examples of areas where only this device could safely search. In high-risk searches of confined spaces for barricaded suspects, this device would allow for the searching of these areas without unnecessarily placing personnel at risk.

Budget Impact:

The only expected budget impact would be protective cases for storage, and general maintenance for replacement batteries and storage media. This will cost approximately $500. This grant is 100% funded and includes travel and expenses for training.

JVM/mnb

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

Approved to apply. 9/19/06.

TO: **City Manager**

FROM: **James V. Murray, Chief of Police**

DATE: **September 12th, 2006**

SUBJECT: **Commercial Equipment Direct Assistance Program (CEDAP)**
URGENT REQUEST (SUSPENSE DATE: 9-22-06)

Recommendation:

The Police Department has conducted research into the feasibility of applying for a Commercial Equipment Assistance Grant (CEDAP). We have selected a Zistos Modular Portable Video System (see link: http://www.zistos.com/products.htm to view the product). This device will allow the department's Community Emergency Response Team, Special Response Team, and Fire Department to search high risk or inaccessible areas. The Police Department recommends the purchase of this device through this grant.

Discussion:

The U.S. Department of Homeland Security (DHS) announced it is seeking applications for the fiscal year 2006 (FY 2006) Commercial Equipment Direct Assistance Program (CEDAP). The FY 2006 program is slated to give out more than $32 million in equipment to first responders in selected rural and smaller communities who are typically not eligible for funding through the Department's Urban Areas Security Initiative (UASI) grant program. The application period officially opened August 16, 2006 and will close September 22, 2006.

The video system selected will allow our first responders (Police, Fire, and C.E.R.T.) to search areas that are either inaccessible due to the size or the situation creates an unnecessary risk to search by using personnel. Situations such as building collapses, storm drains, attacks, crawl spaces, would be examples of areas where only this device could safely search. In high-risk searches of confined spaces for barricaded suspects, this device would allow for the searching of high-risk areas without unnecessarily placing personnel at risk. The grant for the video system is approximately $15,000.

Budget Impact:

This grant is 100% funded. The only budgetary impact is the replacement of the batteries, which may be considered in the 2008 fiscal budget year.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council
VIA:	Bernard J. McMullen, City Manager
FROM:	Paul J. Salvatore, Financial Services Director P.S. Janet I. Camburn, Assistant Finance Director JC
DATE:	March 29, 2007
SUBJECT:	Budget Amendments – Fiscal Year 2007 April 5, 2007 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached fiscal year 2007 budget amendments.

Discussion:

Attached please find budget amendments for fiscal year 2007 submitted for your approval. Budget amendment 07-007 increases both revenue and expenditures by $800 in the General Fund for Memorial Day program costs. These costs are offset by recognizing deferred revenues from last fiscal year. Budget amendments 07-008 through 07-010 increase both revenues and expenditures in the General Fund by a total of $3,819. These expenditures for park benches are offset by donations already received and deposited in the General Fund. Budget amendment 07-011 reduces both revenues and expenditures in the General Fund by $173,400. These monies were originally budgeted for the LARP portion of the street resurfacing program in the General Fund but will now be handled through the SPLOST Capital Projects Fund. This budget amendment also increases both revenues and expenditures in the SPLOST Capital Projects Fund by $100,000 to cover the LARP portion of the street resurfacing program. The originally amount budgeted in the General Fund of $173,400 was based on an estimate at the time of budget preparation. The final amount of $100,000 is based on the final contract with subsequent adjustments that was entered into with the Georgia Department of Transportation. Budget amendment 07-012 transfers approved budget of $11,360 for a vehicle for Engineering Department to the Planning Department per the request of the Developmental Services Division. The vehicle purchased has been assigned to Planning rather than Engineering.

Budget Impact:

The impact on the General Fund budget is a net reduction of $168,781, resulting in a total General Fund budget of $26,994,519. The impact on the SPLOST Capital Projects budget is an increase of $100,000, resulting in a total SPLOST budget of $5,764,507 for fiscal year 2007.

If you have any questions, please do not hesitate to contact either Paul or Janet.

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY07 – 4-5-2007

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-007

DATE April 5, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-52-1330	xxx	Non-Supportable Recreation Programs	800	
100-00-34-2102	xxx	Donations	800	
		TOTAL	$ 1,600	$ -

To increase both revenues and expenditures for the annual Memorial Day program. The $800 was received in a prior year and has been transferred from the deferred revenue account to cover the cost of the expenditures for the program.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-008

DATE April 5, 2007

ACCOUNT	*PJT*	*DESCRIPTION*	*INCREASE*	*DECREASE*
100-6110-53-1650	xxx	Small Tools & Equipment	2,137	
100-00-34-2102	xxx	Donations	2,137	
		TOTAL	$ 4,274	$ -

To increase both revenues and expenditures for three park benches. Donation was received on March 15, 2007 to cover the cost of these benches.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-009

DATE April 5, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-53-1650	xxx	Small Tools & Equipment	857	
100-00-34-2102	xxx	Donations	857	
		TOTAL	$ 1,714	$ -

To increase both revenues and expenditures for one park bench. Donation was received on November 22, 2006 to cover the cost of these benches.

ENTERED ______________

APPROVED ______________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-010

DATE April 5, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-53-1650	xxx	Small Tools & Equipment	825	
100-00-34-2102	xxx	Donations	825	
		TOTAL	$ 1,650	$ -

To increase both revenues and expenditures for one park bench. Donation was received on January 25, 2007 to cover the cost of these benches.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-011

DATE April 5, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-33-4311	xxx	GA DOT		173,400
100-4100-53-1110	xxx	Street Resurfacing Supplies		173,400
320-4110-52-3910	xxx	Street Resurfacing Program	100,000	
320-00-33-4313	xxx	GA DOT - LARP Revenue	100,000	
		TOTAL	$ 200,000	$ 346,800

To decrease the General Fund Budget by amount anticipated from GA DOT LARP revenue and increase the SPLOST Fund budget by amount now expected from GA DOT LARP revenue. LARP paving projects will run through SPLOST.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-012

DATE April 5, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-7410-54-2050	xxx	Machinery & Equipment - Planning	11,360	
100-1575-54-2050	xxx	Machinery & Equipment - Engineering		11,360
		TOTAL	$ 11,360	$ 11,360

To transfer budget for vehicle from Engineering to Planning per request of Developmental Services.

ENTERED ____________

APPROVED ____________

DAVIS & MEEKER, L.L.C.

ATTORNEYS AT LAW

6631 WATSON STREET

UNION CITY, GEORGIA 30291

(770) 964-0228
FAX (770) 964-9730

THEODORE P. MEEKER, III
E-MAIL: tmeeker@fairburn.com

TO: Mayor and City Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: March 30, 2007

RE: Appeal by Ravin Homes re Impact Fees

On November 1, 2006, Council conducted a hearing on the appeal filed by Ravin Homes concerning the issue of whether Ravin Homes was entitled to a credit for the amount of impact fees owed for Cedarcroft Subdivision. During the course of that hearing, Council requested additional information to be provided by Ravin Homes. In addition, counsel for Ravin Homes requested an opportunity to provide that information to the Council.

At that time, Council continued the hearing until such time as Ravin Homes requested that the matter be placed on a Council agenda. Such a request has been made, and it is anticipated that the information will be provided by Ravin Homes at the council meeting.

For you reference, I have attached the entire agenda package from the November 1, 2006 meeting, as well as the minutes of said meeting.

As was stated in the meeting on November 1st and will be further addressed at the meeting, the recommendation from staff is that the appeal be denied.

TPM/

City Council of Peachtree City
Minutes of Special Called Meeting
November 1, 2006
6:00 p.m.

The City Council of Peachtree City held a Special Called Meeting on Wednesday, November 1, 2006, in the Floy Farr Room at the Peachtree City Library. Mayor Logsdon called the meeting to order at 6:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, and Judi Rutherford. Cyndi Plunkett arrived at 6:23 p.m.

Staff members in attendance included City Manager Bernard McMullen, Administrative Services Director/City Clerk Jane Miller, City Planner David Rast, and City Attorney Ted Meeker.

The purpose of the Special Called Meeting was to meet with Ravin Homes regarding the Cedarcroft impact fees. Attorneys Deron Hicks and Travis Hargrove represented Mike Rossetti of Ravin Homes.

Hicks addressed Council and said he was appealing the impact fees determined by the City in accordance with the process set forth in the City's Code of Ordinances. He continued that Ravin Homes was a family business that had been in the community since 1974. Hicks said he was not going to make a legal argument. He requested Council look at the impact fee ordinance and apply it in a fair and equitable fashion to Ravin Homes after hearing some of the circumstances.

Hicks referred to a map of the Cedarcroft subdivision and noted its three phases. Two were under construction, and one phase was still to be built. He continued that the City entered into an easement agreement in 1993 with the property owner, Grant Development, to the north of the Cedarcroft property. The City needed an easement across the northern property. At this point, the Grant Development property had not been developed. The purpose of the easement was because the Master Plan included a road to be built from GA 54 north to the City limits. In the easement agreement, the City said that the property owner to the south had proposed a road, and the City would hold that property owner to that proposal. The City also agreed to require that road to go to the Grant Development property and to dedicate the road as a public road. Hicks pointed out that Ravin Homes was not part of that easement agreement, but the agreement did impose obligations on the owner of the property.

Hicks continued that Ravin Homes submitted a plan for a mixed multi-family and single-family development in the Cedarcroft location in June 1995. In October 1995, the City adopted a moratorium to prevent that type of development. Ravin Homes, as well as another developer who proposed a similar plan around the same time, filed suit on the basis that they were vested in the development regulations in effect when the plans were submitted. In May 1996, the City and Ravin Homes settled the case. The development agreement was part of the settlement and had three important points. Ravin Homes agreed to withdraw the multi-family component of their plan in exchange for a certain single-family density and agreed to develop it all as single-family. The other agreement was that Ravin Homes agreed to build a roadway and dedicate it to the City (a later amendment extended the length of the road). Ravin Homes agreed to pay certain impact fees, which were deferred to a specific schedule.

Hicks said Ravin Homes ultimately built 2,600 linear feet of roadway. The cost was $330,000 for the actual road cost plus the land dedicated as right-of-way, which was about eight acres. Those eight acres cost Ravin Homes approximately 30 home sites. Hicks said $330,000 was a very conservative estimate of value. Ravin Homes did not need the roadway for the development and had an alternative means of getting to the property. Hicks noted that the road was on Cedarcroft's western boundary and tied into the property to the north.

Kourajian asked, if that was the case, how Ravin Homes would have gotten to the property otherwise, and why Ravin Homes built the road. Rossetti said he had an agreement with the apartment developer for access through that property. The apartment developer had an obligation to provide Ravin Homes an access to the property.

Hicks added the roadway was not essential to what Ravin Homes wanted to do. The question was whether or not Ravin Homes was entitled to a credit against the impact fees. Hicks continued that, according to the Development Impact Act and in lieu of impact fees, developers were allowed to dedicate land or a facility and receive a credit of the value against the impact fees that were to be paid. The idea was it would be somewhat revenue neutral since the City would not have to pay for the land or the facility. He emphasized that his client was talking about a credit, not an exemption. Hicks noted that state law required specific policies to be in place for exemptions. A credit was an exchange for value. The development agreement did not mention credits, and Ravin Homes had raised the issue periodically over the last five years. Now they were getting closer to the time the fees were due. The current amount that should be due was $277,000.

Hicks said that they perceived that one reason the City did not want to give a credit included the argument that a deal was a deal. There was nothing in the development agreement regarding credits and whether they would be given. The second reason, from an administrative standpoint, was that a credit could only be given for a category of facilities already identified as impact fee eligible projects. MacDuff Parkway was not in that category. Hicks said that was a self-fulfilling prophecy. MacDuff was not on the list of improvements because someone had been obligated to build it without spreading the cost among the beneficiaries. It was a circular argument. It was not on the list because Ravin Homes had to build it. If it had been on the list, then Ravin Homes would have paid an impact fee for it. The City benefited by having one builder pay for it rather than spreading an impact fee among all the beneficiaries in the service area. The bottom line was the road was a significant investment of land and cash. If the road went straight to the subdivision, there would not be an issue since Ravin Homes would have clearly benefited from the road. In the 1993 easement agreement with the northern property owner, the City said a collector road was part of the Master Plan. The City had planned a road to benefit the entire area, but not everyone had paid their pro rata share for the road. Ravin Homes had already paid some impact fees and had made a significant contribution to the City in terms of the road and land. Hicks asked Council to credit Ravin Homes against the impact fees still to be paid. He said the conservative estimate on the total of impact fees and the road was approximately $650,000, which was far in excess of what should be required considering the benefit that had been bestowed. Hicks added that they could provide the specific information and the exact calculations.

Kourajian asked when the road had been built. Rossetti said it was built between 1997 and 1999. Hicks said Rossetti agreed to an extension of 900 feet in 1999. Rutherford clarified that the apartment builder had built the portion to the first Cedarcroft entrance, and Rossetti built to the second entrance. Rossetti said RAM Development built the first part, and he contributed to the cost and supervised the construction. Rutherford said, according to what she read, the apartment developer was responsible for the cost up to the point where Ravin Homes took over the road construction. Rossetti said when he purchased the property for Cedarcroft from Joel Cowan and Floy Farr, they were obligated to build a road from GA 54 to his property. It was part of the purchase price. They stuck with that obligation when MacDuff was built to his property. The price of the land to Summit Apartments was discounted due to the road. Rossetti had a small expense for that part of the road.

Kourajian asked Rossetti why he built the road in the first place. Rossetti said former Mayor Bob Lenox negotiated and told him he would build the road. He said Lenox told him, at the time, that the City had never given impact credits for the road and would not give them. Rossetti said he served on the impact fee committee when the City first adopted impact fees. He had real insight into what the legislation required of the City and developers. Rossetti said the road was clearly an impact fee item, but that was not taken into consideration.

Rutherford asked for clarification on what portion of the road was built by Rossetti. She read from the development agreement, "RAM will dedicate and construct at no cost to the City, a proposed road identified as Line Creek Parkway (now known as MacDuff Parkway) from its intersection with Highway 54 to the first entrance of the Cedarcroft subdivision." She continued that Rossetti was responsible for an additional 900 feet. Rossetti said he was responsible for the part of MacDuff Parkway that was in front of Cedarcroft. Rossetti said that the first 1,700 feet of the road was built by RAM Development. Rast clarified the portion of the road that was built by Ravin Homes was the 900 feet from the first Cedarcroft entrance to the intersection of MacDuff Parkway with the second Cedarcroft entrance and Gatehouse Drive.

Rutherford asked Rossetti if the cost for those 900 feet was $350,000. Rossetti said there was almost eight acres of land from the north line of the subdivision to the south line of the subdivision. He said he used an estimated value of $30,000 per acre for the property. Boone asked Rossetti if he had contributed to the land purchase for the initial 1,700 feet of road. Rossetti said he had not, that the property owner was responsible for building the road to his Cedarcroft property. He estimated the "sticks and bricks" of the road construction at $160,000. Logsdon asked how they calculated that eight acres of land were used. Rast said they had to set aside the right-of-way also. Rossetti said there was 80 feet of right-of-way, plus a 75-foot buffer along the 900 linear feet, which he was required to give up. McMullen said that was approximately 3.2 to 3.5 acres. Rossetti said he could provide a breakdown of how he had arrived at the cost. He would pull a plat and give the exact measurements. McMullen added that a portion of the property was in the power line easement, and that area should be differentiated. Rossetti said he could do that also.

Kourajian asked what was west of the road. Rossetti answered that Wynnmeade was to the west. Logsdon asked if the homes in Phase 3 would border the road. Rossetti said they would. Kourajian asked what he had paid an impact fee to this point. Rossetti said the fees were deferred. He had paid a portion, $32,000, in Phase 2. All the fees were due in Phase 3. Hicks added that $277,000 in impact fees would be due.

Meeker said a copy of the staff memo was provided and asked that it be attached to the meeting minutes. He noted that none of the current Council nor he was in office at the time of the initial agreement. It had been interesting to hear what had taken place. There was no doubt the 1993 easement agreement referenced the road. There was always a concept that there would be a road, but the question was when. Roads could be programmed out 15-20 years, but development might necessitate that roads were built earlier. The core question was whether the road was a true system improvement that benefited a wider area, or if the road represented what state law referenced as a project improvement. He questioned whether the project necessitated the road's construction. He questioned whether there was an agreement for the City to do it; it was a matter of public record in 1993 when the parties litigated the issues and came to a settlement agreement. Nothing was hidden about the easement agreement or the City's obligations. However, when the developments came on board, it did necessitate the road being built sooner than the City or others had foreseen at the time. Meeker said he had been going over the documents for three years. He knew from reading the documents that the impact fee issue had not been omitted from the discussion. It was referenced in the consent order and development agreement. It was referenced in both development agreements. The language referred to the impact fees being deferred to give Rossetti time to recoup the development costs for the road and pay them at a later date. During this meeting, Meeker said he learned that the credit issue had been discussed. The discussion and the issues were the same as in 1995.

Meeker continued that state law required credit for system improvements that benefited the area as a whole, provided the City collected impact fees for that type of system improvement. Roads were not one of those improvements included in the impact fees. Meeker understood why Hicks said the argument was circular. There was a long process to impose impact fees. Projects had to be identified, then the entity had to figure out who paid for what. Meeker said the entirety of a road could not be charged to impact fees. If the West Village area was annexed and MacDuff Parkway was extended through it, there had to be credits for what was on the ground. If the area was 50% built out, then the impact fees could only total the remaining 50%. In this instance, none of the impact fees collected by the City went to roads. Most of the projects had been done. Every dollar collected for this area had already been expended. The impact fee elements included the GA 54 bridge, GA 74 cart path bridge, and public safety. State law allowed the City to reimburse itself for the completed projects by charging impact fees.

Meeker continued that Rossetti summed it up in his letter attached as Exhibit G. He was responding to a letter from James Williams, the City's Developmental Services Director at the time, and noted that Rossetti had pointed out items the City wanted that were not part of the development agreement. Rossetti expected the City to live up to its end of the development agreement, and the City expected the same from him. He said he, philosophically, had a legal problem with giving credit for impact fees when impact fees were not the type of fees normally collected. Everyone else in the area had paid impact fees. The other developers had not gotten credit. If Council agreed to give Ravin Homes a credit, it would be at the expense of the other developers. The more important issue was that they all agreed that Rossetti built the road to a certain point, then John Wieland Homes built it to Centennial. Council's decision had implications beyond the 900 feet.

Plunkett asked Meeker if he believed that Ravin Homes owed an impact fee, and if Wieland built the road and paid impact fees. Meeker said he did not believe a credit was owed either under the law or the development agreement. He said that Wieland paid impact fees for Centennial and built the road. McMullen verified that Wieland paid impact fees and did not receive any credit for the road. Meeker reiterated that roads were not identified as a capital project in terms of the capital improvement element that was the basis of the impact fee program. Rutherford asked what the other projects were. Meeker said the impact fees were collected for this service area included recreation system improvements, library expansion, Police Department building expansion, the Recreation Administration building, Leach Fire Station reconstruction, and the GA 74 bridge. McMullen added that there was a line missing in the ordinance, but the original documents included the GA 74 multi-use bridge.

Kourajian asked what was expected at this meeting. Meeker said Council could vote at this meeting, but Kourajian had asked for additional information. By doing so, Council had asked for the item to be placed on another agenda. Kourajian said he would like to get the information on how Rossetti had determined the value of the road project, and he would prefer to mull over both sides of the issue.

Logsdon asked Rossetti how long it would take to get the information. Rossetti said he could get it to Council in a few days. Hicks added that he also did not know if there were any road impact fees charged since 1995, and he wanted to research it. Rast said the ordinance had been amended to designate service areas with established impact fees. Cedarcroft was in the Line Creek service area, and the fees had increased. Rutherford asked if the impact fees collected for the Line Creek service area had changed since 1995. Rast said the reconstruction of Leach Fire Station was added in 1998. Roads were included in other service areas, but not in Line Creek.

Boone asked why there were varied impact fee requirements. Rast explained that it depended on the system improvements needed in the area. The reconstruction of the Leach Fire Station did not impact the units in Kedron. The residential developments on Crabapple Lane needed a road, so the developers were assessed an impact fee for a road.

Rossetti said that any impact had to be considered as an overall impact to the City, such as Leach Fire Station having to help with a five-alarm fire in another service area. Logsdon said that might have been a bad example. Hicks said the impact fees were not due until 2007. There had been many letters written over the years, and he would like to provide a summary of everything.

Rutherford moved to table the issue until Ravin Homes had all the information that had been requested and offered. Boone seconded. The motion was approved unanimously.

With no other business to discuss, Rutherford moved to adjourn the meeting. Boone seconded the motion. The motion carried unanimously

The meeting adjourned at 6:49 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager** Bernard McMullen
Developmental Services Director

FROM: **City Planner/ Zoning Administrator** David

DATE: **October 30, 2006**

SUBJECT: **Appeal of Cedarcroft impact fee determination**
November 1, 2006 Special-called City Council Meeting

Recommendation:
Because this is an appeal of a Staff determination, the City Council will be acting as an independent body as opposed to receiving a recommendation from City Staff.

Discussion:
Ravin Homes has filed an appeal with respect to the determination of the impact fees owed for the Cedarcroft subdivision. Attached are copies of city records, city ordinances, and state law which are relevant to the appeal hearing.

The following documents are attached for your review:

A. Pre-clearance certification request letter from Ravin Homes (dated August 10, 2006).
B. Impact fee determination letter from David Rast to Michael Rossetti (dated August 30, 2006)
C. Notice of Appeal from Ravin Homes (dated September 6, 2006).
D. Consent Order and Judgment and Development Agreement (dated May 17, 1996).
E. First Modification of Development Agreement (dated February 9, 1999).
F. Letter from Jim Williams to John Moll (dated June 5, 1998).
G. Letter from Michael Rossetti to Jim Williams (dated June 8, 1998).
H. Letter from Rick Lindsey to Michael Rossetti (dated March 26, 2001).
I. Letter from Michael Rossetti to David Rast (dated August 7, 2002).
J. Letter from Rick Lindsey to Jim Williams (dated June 26, 2002).
K. Letter from Ted Meeker to Deron Hicks (dated May 8, 2006).
L. Letter from David Rast to Michael Rossetti (dated August 30, 2006).
M. Sections 307-307.14 of the Peachtree City Land Development Ordinance, which sections pertain to the imposition of impact fees within the City.
N. O.C.G.A. § 36-71-2.

O. O.C.G.A. § 36-71-4.
P. O.C.G.A. § 36-71-7.
Q. O.C.G.A. § 36-71-8.
R. O.C.G.A. § 36-71-10.
S. O.C.G.A. § 36-71-13.

Staff and the City Attorney will be present to answer any questions pertaining to this information.

Attachments

RAVIN HOMES, INC.
BUILDERS & DEVELOPERS

08/10/2006

David Rast
City Planner
Impact Fee Administrator
Planning Department – Peachtree City, Georgia
153 Willowbend Road
Peachtree City, GA 30269

Re: Preclearance Certification for Ravin Homes, Inc.

To Whom It May Concern:

Please accept this letter as Ravin Homes, Inc.'s written demand under Section 307.4 of the Development Impact Fee Ordinance of Peachtree City, Georgia for a preclearance certification of the development impact fee for the project known as CedarCroft Phase(s) 1,2,3 located off of Mc Duff Parkway, said project to be developed by Ravin Homes, Inc. Please contact me at 770-487-9608 should you require more information about this project to ensure that I receive the certification within a reasonable time as required by Section 307.4 of the Development Impact Fee Ordinance of Peachtree City, Georgia.

Thank you for your cooperation in this matter.

Sincerely,

Michael Rossetti
President Ravin Homes, Inc.

Attachment "A"

RECEIVED AUG 1 4 2006

P.O. Box 2394 • Peachtree City, Georgia 30269 • (770) 487-9608 • Fax: (770) 487-1029

ENERGY WISE HOME

PEACHTREE CITY
PLAN TO STAY™

PLANNING DEPARTMENT
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-5731
FAX: 770-631-2552
WWW.PEACHTREE-CITY.ORG

August 30, 2006

Mr. Michael Rossetti
Ravin Homes, Inc.
P.O. Box 2394
Peachtree City, GA 30269-2394

Re: Cedarcroft
Impact fee determination

Dear Mike:

Pursuant to your letter (dated August 10, 2006) requesting pre-clearance certification for the impact fees due for the Cedarcroft subdivision, we have reviewed our files and have calculated the impact fees due and payable for the overall subdivision.

The Cedarcroft subdivision is located within the Line Creek Service Area, with an established impact fee of $1,637 per residential dwelling unit. The First Modification of the Development Agreement (executed February 9, 1999) states: *"The impact fee rate paid by the Developers shall be $1,314 per unit unless said fee is not due and paid before January 1, 2004, and if said impact fees have not been paid by said date, the applicable impact fee at the time the impact fee is due and paid shall be the then-existing fee."*

Phase 1 of the overall subdivision was approved for recording on July 6, 2001 and included a total of 64 lots, which resulted in impact fees in the amount of $84,096.00 (64 lots x $1,314 per lot).

Phase 2 of the overall subdivision was approved for recording on May 10, 2004 and included a total of 82 lots, which resulted in impact fees in the amount of $107,748.00 (82 lots x $1,314 per lot). At that time, you submitted payment in the amount of $32,600.52, which was the total of all impact fees due and payable to date minus the construction costs for Phase Two of MacDuff Parkway. The documentation you provided indicated the construction costs you incurred for the construction of Phase Two of MacDuff Parkway were $159,243.48.

Phase 3 of the overall subdivision has not yet been submitted for recording, but will include a total of 72 lots. Because this phase of the subdivision is being recorded after the date identified within the First Amendment to the Development Agreement (January 1, 2004), the impact fees for Phase 3 will be calculated at the current impact fee rate of $1,637 per residential dwelling unit, which will require payment in the amount of $117,864.00 (72 lots x $1,637 per lot).

Attachment "B"

Paragraph 6 within the First Amendment to the Development Agreement states *"Ravin shall repay all impact fees deferred under paragraph three herein at the time a final plat is approved for Phase Three but not later than four (4) years after the approval of the final plat for Phase Two of Cedarcroft."*

Based on this requirement, we have determined the impact fees for Cedarcroft as follows:

Phase One	(64 lots x $1,314 per lot)	$84,096.00
Phase Two	(82 lots x $1,314 per lot)	$107,748.00
Phase Three	(72 lots x $1,637 per lot)	$117,864.00
	Sub-total	$309,708.00
	Received to date	($32,600.52)
	Total due	**$277,107.48**

These fees must be received in full before the final plat for Phase 3 can be approved for recording or no later than May 10, 2008 (no more than four years following recording of the plat for Phase 2).

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

David E. Rast

David E. Rast, ASLA
City Planner

Attachments

cc: *City Manager*
Developmental Services Director
City Attorney
file

RAVIN HOMES, INC.
BUILDERS & DEVELOPERS

VIA HAND DELIVERY
Mr. David E. Rast
City Planner
Peachtree City, Georgia

September 6, 2006

Re: Cedarcroft – Impact Fee Determination

Dear Mr. Rast:

Please accept this letter as Ravin Homes, Inc.'s appeal under Section 307.13 of the Development Impact Fee Ordinance of Peachtree City, Georgia of Peachtree City's pre-clearance certification of the impact fees due for Cedarcroft subdivision as described in David E. Rast's letter to Michael Rossetti, dated August 30, 2006, a copy of which is attached hereto. Please advise immediately as to any specific appeal procedures Ravin Homes, Inc. must follow.

The first basis of this appeal is that the amount of the impact fees due under the pre-clearance certification is inequitable. Further basis for this appeal is outlined in the letters attached hereto which are incorporated by reference.

We look forward to hearing from you immediately as to any specific appeal procedures Ravin Homes, Inc. must follow in this appeal.

Sincerely,

Michael Rossetti
Ravin Homes, Inc.

I acknowledge receipt of this appeal of the pre-clearance certification for Cedarcroft that was provided to Ravin Homes, Inc. in a letter dated August 30, 2006 from David Rast, City Planner of Peachtree City to Michael Rossetti of Ravin Homes, Inc.

____
David E. Rast, City Planner

____
Date

Attachment "C"

P.O. Box 2394 • Peachtree City, Georgia 30269 • (770) 487-9608 • Fax: (770) 487-1029

ENERGY WISE HOME

IN THE SUPERIOR COURT OF FAYETTE COUNTY
STATE OF GEORGIA

PAUL R. CLINE and RON REESER, d/b/a CR PARTNERS; and RAVIN HOMES, INC.,

Plaintiffs,

v.

PEACHTREE CITY, GEORGIA; and ROBERT LENOX, ANNIE McMENAMIN, ED BRADFORD, CAROLINE PRICE and ROBERT BROOKS, MAYOR and MEMBERS OF THE CITY COUNCIL OF PEACHTREE CITY, GEORGIA,

Defendants.

CIVIL ACTION FILE
NO. 95V-1571(E)

FILED IN OFFICE
CLERK OF SUPERIOR COURT
FAYETTE COUNTY, GA.
'96 MAY 17 AM 11 12
W.A. BALLARD
CLERK OF SUPERIOR COURT

PAUL R. CLINE and RON REESER, d/b/a CR PARTNERS; and RAVIN HOMES, INC.,

Plaintiffs,

v.

THE CITY OF PEACHTREE CITY; and ROBERT LENOX, ANNIE McMENAMIN, JIM PACE, CAROLINE PRICE and ROBERT BROOKS, MAYOR and MEMBERS OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY,

Defendants.

CIVIL ACTION FILE
NO. 96V-0164(E)

CONSENT ORDER AND JUDGMENT

By agreement of the parties, and after having reviewed and considered the pleadings of record, the Court hereby enters the following Consent Order and Judgment:

Attachment "D"

FACTUAL BACKGROUND

Plaintiff are real estate developers and these companion cases relate to their applications to construct residential developments on two adjacent tracts of land in Peachtree City, Georgia.

Plaintiff Ravin Homes, Inc. presented a site plan to the Peachtree City Planning Department on or about June 26, 1995 seeking approval for single and multi-family residences on the property described on Exhibit "B" to the Complaint and hereinafter referred to as the "63 Acre Tract." Plaintiff CR Partners presented a site plan to the Peachtree City Planning Department on or about September 18, 1995 seeking approval for multi-family residences on the property described on Exhibit "A" to the Complaint and hereinafter referred to as the "38 Acre Tract." Both of these tracts of land (hereinafter collectively referred to as the "Property") are now, and at all material times have been, zoned GC (General Commercial) under the 1977 Zoning Ordinance of Peachtree City, Georgia (the "Zoning Ordinance").

On or about October 5, 1995, the Mayor and City Council of Peachtree City passed a resolution declaring a moratorium on accepting applications for multi-family housing on property zoned under the GC zoning classification (the "Moratorium"); and on or about November 16, 1995, the Mayor and City Council adopted an amendment to Section 1006.3(c) and (d) of the Zoning Ordinance which had the effect of prohibiting both single family and multi-family residential uses in the GC zoning district (the "Amendment").

Plaintiffs filed these actions against the Defendants, challenging the application of the Amendment to the Property. Plaintiffs contend that they have a vested right to develop the Property in accordance with the provisions of the Zoning Ordinance in effect on the dates their respective site plans were presented to the Peachtree City Planning Department for approval, and that Defendants are without power or authority to apply the Amendment to the Property. Defendants contend that they have acted in accordance with law and have the power and authority to apply the Amendment to the Property.

The parties have engaged in negotiations in an effort to compromise and settle the disputed issues. As a result of these negotiations, Plaintiff Ravin Homes, Inc. now proposes to construct up to 220 units of single family housing on the 63 Acre Tract and Plaintiff CR Partners proposes to construct up to 399 units of multi-family housing on the 38 Acre Tract, in accordance with the conditions set forth in the Development Agreement attached to this Consent Order as Exhibit A. Counsel for all parties have notified the Court that a mutually satisfactory settlement has been reached, as set forth in the following Consent Order and Judgment, which is hereby adopted by the Court.

CONSENT ORDER AND JUDGMENT

1.

Defendants are ordered to consider and act on Plaintiffs' applications to develop the 38 Acre Tract and the 63 Acre Tract in accordance with the provisions of the Zoning Ordinance in effect prior to the adoption of the Moratorium and the Amendment, provided that Plaintiffs comply with the terms and conditions of the Development Agreement which is attached to this Consent Order and Judgment as Exhibit "A" and incorporated herein by reference.

2.

Plaintiffs' applications for development of the Property shall be reviewed and acted upon by the Peachtree City Planning Commission in accordance with their customary procedure as set forth in the Zoning Ordinance prior to the adoption of the Moratorium and the Amendment, provided that Plaintiffs comply with the terms and conditions of the Development Agreement which is attached to this Consent Order and Judgment as Exhibit "A" and incorporated herein by reference.

3.

No party shall recover monetary damages from any other party in this action. Each party shall bear its own costs and attorneys' fees.

4.

This Court shall retain jurisdiction over this matter to address any disputes which may arise in connection with the implementation of this Consent Order and Judgment.

This 17th day of July, 1996.

Paschal A. English

HONORABLE PASCHAL A. ENGLISH, JR.
JUDGE, SUPERIOR COURT OF FAYETTE COUNTY

Approved as to form and substance:

G. Douglas Dillard /by JM

G. Douglas Dillard
Peterson Dillard Young Asselin & Powell
230 Peachtree Street, N.W., Suite 1100
Atlanta, Georgia 30319
Attorney for Plaintiffs

James H. Webb, Jr.
Webb & Lindsey
401 Westpark Court, Suite 100
Peachtree City, Georgia 30269
Attorney for Defendants

DEVELOPMENT AGREEMENT
EXHIBIT "A"

This development agreement is agreed to by CR Partners and Ravin Homes, Inc., ("Developers") to the City of Peachtree City, Georgia (the "City") to settle and resolve the issues raised in two declaratory judgment lawsuits pending in the Superior Court of Fayette County under Civil Action Nos. 95V-1571E and 96V-0164E and to provide for the orderly development of the property described herein.

1. This agreement provides for the development of the following two tracts of land which are the subject of the referenced litigation (collectively referred to as the "Property"):

   (a) A tract of approximately 38 acres along Ga. Highway 54 to be developed by CR Partners for multi-family residential use (the "38 Acre Tract"); and

   (b) A tract of approximately 63 acres adjoining the 38 Acre Tract, to be developed by Ravin Homes, Inc. for single family residential use (the "63 Acre Tract").

2. Developers agree to forego any multi-family development on the 63 Acre Tract, thereby giving up a 300 unit apartment development which was planned and approved for the 63 Acre Tract. Instead, the 63 Acre Tract will be developed by Ravin Homes, Inc. solely for single family homes, comprising up to 220 units at a density not to exceed four units per acre.

3. The multi-family housing component of the overall development will be moved to the 38 Acre Tract portion of the Property. The total number of residential units in this apartment community will not exceed 399 units and the density of the development will not exceed 14.7 units per acre.

4. Developers agree that the quality of the apartment development on the 38 Acre Tract will be equal to or better than the apartment complex in the City of Peachtree City named "Balmoral Village." In meeting the "equal to or better than" standard, the Developers agree to include the following features:
   (a) Perimeter landscape buffers at least 50 feet wide;
   (b) Heavy internal landscaping;
   (c) Landscaped areas, including buffers, comprising at least 20% of the total site;
   (d) Significant tree-save areas;
   (e) Two swimming pools;
   (f) Two lighted tennis courts or a working agreement, acceptable to the City of Peachtree City, with the Tennis Center;
   (g) A play court with basketball and volleyball capability;
   (h) A multi-purpose community room with space for parties, special events and tenant meetings;

4-18-96

(i) Two laundry areas;
(j) A fitness studio;
(k) A central trash compactor, buffered from the living units;
(l) Convenient areas for recycling solid waste;
(m) Golf cart storage and recharge areas;
(n) A covered facility for washing vehicles;
(o) A viable tenant association that can work with management and coordinate with the City; and
(p) A management group that has strict tenant rules, is willing and able to enforce those rules, is willing to work closely with the tenants to maintain and improve the project, and will participate with other management groups and City officials in a community-wide tenant improvement program.

All of the above-stated features will be accomplished in a manner that is consistent with City ordinances.

5. The City will cooperate with the Developers as it cooperates with any other developer to assist the Developers in obtaining sewer access to serve the 38 Acre Tract and the 63 Acre Tract. In the event the Developers are unable to acquire such sewer access in time to meet construction deadlines, nothing herein shall be construed to prevent Developers from seeking to obtain sewer access by other means.

6. The Developers will plan and design the development to allow access to Wynnmeade subdivision and will dedicate, at no cost to the City, sufficient right of way for such access; however, the cost of constructing the access, should the City elect to construct such access, will be borne by the City.

7. The City will not be required to pay any of the costs of infrastructure construction to serve Developers' projects. The Developers will reserve an 80-foot right of way for the proposed Line Creek Parkway and a 60 foot right of way for the proposed West Village Drive, as shown on the Conceptual Plan for Line Creek Village prepared by the Developers and submitted as part of this Development Agreement. The Developers will construct that portion of Line Creek Parkway from highway 54 north approximately 1700 feet to the entrance of the Cedarcroft subdivision to at least "Village Collector Standards" (as defined by City Ordinance) and will dedicate that road and its attendant right of way to the City at no cost to the City. The Developers will pay for and install a traffic signal and all necessary road improvements at the Georgia Highway 54 intersection with Line Creek Parkway in accordance with City and Georgia D.O.T. requirements.

8. The Developers will pay an impact fee of $1,314.00 per dwelling unit if, under City ordinances, the impact fee assessment is made no later than January 1, 1997.

9. The Developers will comply with all City Ordinances and will perform all construction at least in accordance with established city standards.

4-18-96

10. The City, at its election and at City expense, is entitled to make a subdivision entrance road connection between the Line Creek Parkway and the Wynnmeade Subdivision at or near the point where West Village Drive intersects with Line Creek Parkway. Developers will donate the right of way for this entrance to the City.

11. As part of an overall development agreement, the Developers will consent to initiate a rezoning of the Property to single family and multi-family residential classifications which reflect the actual uses of the Property, after the consent order and judgment contemplated in paragraph 14 has been entered.

12. The details of implementing this agreement will be handled by Developers and the Peachtree City Planning Commission and a site plan will be prepared and submitted to the Planning Commission for approval.

13. Developers acknowledge that, as an integral part of this Development Agreement, City Council will adopt a resolution concerning this Development Agreement (a true and accurate copy of said Resolution is attached hereto and reflects additional obligations and agreements of the parties). Developer agrees to abide by the terms of the said Resolution as though those terms were set forth herein.

14. The terms of this agreement will be incorporated into a consent order and judgment to be prepared by counsel for Developers and the City and filed in Court to resolve the two lawsuits referenced above.

Executed this 18TH day of ~~March~~ APRIL, 1996.

C R PARTNERS

BY: ______________________

RAVIN HOMES, INC.

BY: ______________________

DEVELOPMENT AGREEMENT
EXHIBIT "A"

This development agreement is agreed to by CR Partners and Ravin Homes, Inc., ("Developers") to the City of Peachtree City, Georgia (the "City") to settle and resolve the issues raised in two declaratory judgment lawsuits pending in the Superior Court of Fayette County under Civil Action Nos. 95V-1571E and 96V-0164E and to provide for the orderly development of the property described herein.

1. This agreement provides for the development of the following two tracts of land which are the subject of the referenced litigation (collectively referred to as the "Property"):

   (a) A tract of approximately 38 acres along Ga. Highway 54 to be developed by CR Partners for multi-family residential use (the "38 Acre Tract"); and

   (b) A tract of approximately 63 acres adjoining the 38 Acre Tract, to be developed by Ravin Homes, Inc. for single family residential use (the "63 Acre Tract").

2. Developers agree to forego any multi-family development on the 63 Acre Tract, thereby giving up a 300 unit apartment development which was planned and approved for the 63 Acre Tract. Instead, the 63 Acre Tract will be developed by Ravin Homes, Inc. solely for single family homes, comprising up to 220 units at a density not to exceed four units per acre.

3. The multi-family housing component of the overall development will be moved to the 38 Acre Tract portion of the Property. The total number of residential units in this apartment community will not exceed 399 units and the density of the development will not exceed 14.7 units per acre.

4. Developers agree that the quality of the apartment development on the 38 Acre Tract will be equal to or better than the apartment complex in the City of Peachtree City named "Balmoral Village." In meeting the "equal to or better than" standard, the Developers agree to include the following features:
   (a) Perimeter landscape buffers at least 50 feet wide;
   (b) Heavy internal landscaping;
   (c) Landscaped areas, including buffers, comprising at least 20% of the total site;
   (d) Significant tree-save areas;
   (e) Two swimming pools;
   (f) Two lighted tennis courts or a working agreement, acceptable to the City of Peachtree City, with the Tennis Center;
   (g) A play court with basketball and volleyball capability;
   (h) A multi-purpose community room with space for parties, special events and tenant meetings;

(i) Two laundry areas;
(j) A fitness studio;
(k) A central trash compactor, buffered from the living units;
(l) Convenient areas for recycling solid waste;
(m) Golf cart storage and recharge areas;
(n) A covered facility for washing vehicles;
(o) A viable tenant association that can work with management and coordinate with the City; and
(p) A management group that has strict tenant rules, is willing and able to enforce those rules, is willing to work closely with the tenants to maintain and improve the project, and will participate with other management groups and City officials in a community-wide tenant improvement program.

All of the above-stated features will be accomplished in a manner that is consistent with City ordinances.

5. The City will cooperate with the Developers as it cooperates with any other developer to assist the Developers in obtaining sewer access to serve the 38 Acre Tract and the 63 Acre Tract. In the event the Developers are unable to acquire such sewer access in time to meet construction deadlines, nothing herein shall be construed to prevent Developers from seeking to obtain sewer access by other means.

6. The Developers will plan and design the development to allow access to Wynnmeade subdivision and will dedicate, at no cost to the City, sufficient right of way for such access; however, the cost of constructing the access, should the City elect to construct such access, will be borne by the City.

7. The City will not be required to pay any of the costs of infrastructure construction to serve Developers' projects. The Developers will reserve an 80-foot right of way for the proposed Line Creek Parkway and a 60 foot right of way for the proposed West Village Drive, as shown on the Conceptual Plan for Line Creek Village prepared by the Developers and submitted as part of this Development Agreement. The Developers will construct that portion of Line Creek Parkway from highway 54 north approximately 1700 feet to the entrance of the Cedarcroft subdivision to at least "Village Collector Standards" (as defined by City Ordinance) and will dedicate that road and its attendant right of way to the City at no cost to the City. The Developers will pay for and install a traffic signal and all necessary road improvements at the Georgia Highway 54 intersection with Line Creek Parkway in accordance with City and Georgia D.O.T. requirements.

8. The Developers will pay an impact fee of $1,314.00 per dwelling unit if, under City ordinances, the impact fee assessment is made no later than January 1, 1997.

9. The Developers will comply with all City Ordinances and will perform all construction at least in accordance with established city standards.

10. The City, at its election and at City expense, is entitled to make a subdivision entrance road connection between the Line Creek Parkway and the Wynnmeade Subdivision at or near the point where West Village Drive intersects with Line Creek Parkway. Developers will donate the right of way for this entrance to the City.

11. As part of an overall development agreement, the Developers will consent to initiate a rezoning of the Property to single family and multi-family residential classifications which reflect the actual uses of the Property, after the consent order and judgment contemplated in paragraph 14 has been entered.

12. The details of implementing this agreement will be handled by Developers and the Peachtree City Planning Commission and a site plan will be prepared and submitted to the Planning Commission for approval.

13. Developers acknowledge that, as an integral part of this Development Agreement, City Council will adopt a resolution concerning this Development Agreement (a true and accurate copy of said Resolution is attached hereto and reflects additional obligations and agreements of the parties). Developer agrees to abide by the terms of the said Resolution as though those terms were set forth herein.

14. The terms of this agreement will be incorporated into a consent order and judgment to be prepared by counsel for Developers and the City and filed in Court to resolve the two lawsuits referenced above.

Executed this 30 day of ~~March~~ April, 1996.

C R PARTNERS

BY: ______________________________

RAVIN HOMES, INC.

BY: ______________________________ Pres.

47853-2 - 3/6/1996 4383.01

FIRST MODIFICATION OF DEVELOPMENT AGREEMENT

This First Modification of Development Agreement (the "Agreement") is agreed to by Ravin Homes, Inc. ("RAVIN"), and RAM-PTC, LLC ("RAM"), collectively hereinafter "Developers", with the City of Peachtree City, Georgia (the "City") to further clarify, explain ambiguities, settle and resolve issues arising out of that certain Developers Agreement entered into between CR partners, Ravin Homes, Inc. and the City dated April 30, 1996.

The Developers Agreement was made a part of a certain Consent Order and two (2) declaratory judgment lawsuits pending in the Superior Court of Fayette County under Civil Action File NOS. 95V-1571E and 96V-0164E. Certain issues have evolved pursuant to the development of the property and the parties hereto desire to further clarify disputes regarding several paragraphs of the Development Agreement. Any conflicts between said paragraphs and this First Modification shall be controlled by this Modification. The parties also agree that this First Modification be made a part of the Consent Order entered by Judge Paschal A. English, Jr., Judge, Superior Court of Fayette County on the 17th day of May 1996, so that the same be amended and modified as hereinafter set forth.

The parties do therefore agree as follows:

1. RAM will dedicate and construct, at no cost to the City, a proposed road identified as Line Creek Parkway from its intersection with Highway 54 to the first entrance of the Cedarcroft subdivision (hereinafter "Phase One" as identified on a conceptual site plan attached hereto, marked Exhibit "A" and by reference incorporated herein and made a part hereof) which is approximately 1,700 feet. Line Creek Parkway, for the

RDM

Attachment "E"

purposes of this Agreement, will consist of an 80-foot right-of-way with two (2) paved lanes of road and a landscaped median. The Parkway will be designed as a collector road in accordance with the construction drawings dated March 17, 1998, which are currently on file with the City, and it shall be built to the standards currently contained in the City Land Development Ordinance for paving standards for Major Collector Roads. For all purposes herein the construction of any and all roadways shall be generally in the location and in accordance with the conceptual site plan of Exhibit "A" and shall be constructed in accordance with the paving standards applying to "major collector"(s) as defined in City Ordinances.

2. In addition to the road construction mentioned in paragraph one herein, RAVIN shall construct and extend Line Creek Parkway an additional approximate 900 feet (hereinafter "Phase Two" as identified on Exhibit "A") to the second entrance of Cedarcroft Subdivision, said extension and its right-of-way shall be dedicated to the City at no cost to the City and shall be constructed in accordance with the same design standards and construction criteria as specified for in Phase One. Phase Two shall be constructed within six (6) months of the completion of Phase One.

3. All costs of right-of-way, roadway construction and landscaping for Phase One and Phase Two shall be paid for by the Developers. However, all impact fees for the initial phases of Cedarcroft shall be deferred by the City in an amount equal to, but not exceeding, the cost of the construction of the road of Phase Two only. Any fees owed in excess of the construction road costs shall be due and payable prior to the approval of the final plat for each phase. The value of the right-of-ways for both

RDM

phases and cost of construction of Phase One shall not be used or included in the calculations of the amount of the impact fees being deferred. Upon completion of the finished roads, the Developers will dedicate the finished roads and right-of-ways to the City for Phase One and Phase Two at no cost to the City. If, at the time the Phase One final plat for Cedarcroft is approved, the Phase Two road of Line Creek Parkway has not been completed, the estimated construction costs for the Phase Two road will be the amount of impact fees deferred (to be determined by the road contractor's estimate), and once the actual costs of said road are determined the deferred impact fees will be adjusted to reflect said actual costs.

4. The impact fee rate paid by the Developers shall be $1,314.00 per unit unless said fee is not due and paid by January 1, 2004, and if said impact fees have not been paid by said date, the applicable impact fee at the time the impact fee is due and paid shall be the then-existing impact fee.

5. The City desires to connect Line Creek Parkway with an east/west road to Wynnmeade Subdivision. Developers shall reserve the right-of-way and shall donate to the City at no cost to the City on demand of the City for said connection any portion of said right-of-way owned by developers to the extent developers own land necessary for said right-of-way. The cost of the construction of said connection shall be the exclusive obligation and responsibility of the City.

6. RAVIN shall repay all impact fees deferred under paragraph three herein at the time a final plat is approved for Phase Three but not later than four (4) years after the approval of the final plat for Phase Two of Cedarcroft.

RDH

7. The City may desire to extend Line Creek Parkway from the second entrance of Cedarcroft Subdivision to the northernmost end of the Developers' property (hereinafter "Phase Three" as identified on Exhibit "A"). RAVIN will dedicate an 80-foot right-of-way to the City for Phase Three at no cost to the City whenever the City makes such a request.

8. The Parties hereto will mutually cooperate to attempt to relocate the traffic light currently located at Wynnmeade and Georgia State Highway 54 to the intersection of Line Creek Parkway after the City completes construction of an east/west connector to the Wynnmeade subdivision. The cost of the relocation will be borne by RAM. The City will not withhold the issuance of any permits or certificates of occupancy because of the failure to complete the east/west connection or the failure by the Georgia Department of Transportation to approve the relocation of said light. The parties agree that they will attempt to use the existing signal and controller which are located at Wynnmeade and Georgia Highway 54, however, if the existing signal and controller cannot be used, then RAM will purchase the appropriate required signal and the existing light will remain the exclusive property of the City. RAM agrees to do any and all improvements reasonably necessary to secure D.O.T.'s approval to move the signal, and to do so in a timely manner. Even if the approval for a traffic light at the intersection of Georgia State Highway 54 and Line Creek Parkway has not been secured by the time RAM completes construction of Phase One of the Line Creek Parkway, said intersection must be constructed as if the traffic light was approved so no additional improvements to the intersection will have to be

ROM

made when the traffic light is approved, and the Developers agree to post an adequate bond with the City to cover the cost of an appropriate traffic light and all required attending traffic devices, poles, wiring, etc. with the City in an amount to be mutually agreed upon by the City and the Developers at the time Phase One is dedicated to the City.

9. The City, at its election and at City expense, is entitled to make a subdivision entrance road connection (as depicted on Exhibit "A") via a frontage road running parallel to and north of Highway 54 between Line Creek parkway and the Wynnmeade Subdivision. Developers (to the extent they own such property) will donate the right-of-way for this entrance to the City.

10. The terms of this Agreement are fully binding on the City and the Developers and all other persons, corporations, partnerships, and legal entities of any and all types who may acquire the development rights covered in this Agreement or the property which is affected by the development rights. Developers agree to advise any subsequent purchasers or assigns of the property or property rights affected by this Agreement and any developers who acquire the development rights affected by this Agreement of this Agreement and their obligation to comply with the terms of this Development Agreement.

11. The terms of this Agreement will be incorporated into a Modification of the Consent Order and Judgment to be prepared by counsel for Developers and the City and will be filed in the Court.

Executed this 9th day of Feb, 1999.

RDH

DEVELOPERS:

RAVIN HOMES, INC.

By: ____________________
Michael Rossetti

RAM-PTC, INC.

By: ____________________
R. Doug McMurrain

CITY:

CITY OF PEACHTREE CITY

By: Robert L. Lenox, Mayor

G:\CASE\CITY\CLINE\First Modification.wpd

Peachtree City
Georgia

June 5, 1998

Mr. John Moll
John Moll and Associates, Inc.
Gwinnett Esplanade, Suite 5B
Duluth, GA 30136

Dear Mr. Moll:

1:30

Because of the complexity and the importance of the Westside Collector Road project and the fact that there are still a number of critical issues that remain unresolved, I am going to take this opportunity to follow up on our discussion of June 2nd with a list of what I consider to be the bottom-line conditions for City Staff approval of the construction plans:

1. The City does not intend to participate in the cost of the Collector Road. This includes right-of-way as well as construction. The road is totally intended to serve new development in the Westside Area, and the cost must be borne by that development;

2. Prior to the issuance of any permits for the construction of the Collector Road, the entire right-of-way from GA 54 to the southern property line of the Katz Tract must be dedicated to the City. It is intended that the right-of-way will be 80 feet wide throughout this area. If and when the Katz Tract is proposed to be developed, the right-of-way for the collector road will have to be dedicated to the northern property line of that Tract.

3. A traffic signal at the intersection of the Collector Road and GA 54 must be installed and be operational prior to the issuance of the first certificate of occupancy for any new residential or commercial project in the Westside Area;

4. If GA DOT will not allow a traffic signal at both the Westside entrance and the Wynnmeade entrance, the first phase of the Westside Collector Road must be constructed to the point where it will accept the proposed new access street to Wynnmeade north of Castle Court. The City will be responsible for constructing this new access street in a timely manner. If the traffic signal cannot be relocated until this street is completed, the City will <u>not</u> withhold certificates of occupancy pending completion of the City project.

5. The City will not require the developers of the Westside property currently zoned General Commercial (this includes the apartment project and Cedarcroft) to construct any of the Collector Road beyond the northern entrance to Cedarcroft;

6. The City will not require the developers of the Westside Area to build a frontage road between the Collector Road and Wynnmeade Parkway. However, the City will require that the developers make proper provision on their property for the construction of that frontage road if and when it is decided to initiate construction. The City does not intend to participate in the cost of the frontage road; and

7. Landscaping consistent with other intersections on GA 54 and GA 74 will be required on the GA DOT right-of-way as a part of the Collector Road project.

I think the above conditions accurately reflect the position of the City staff with respect to authorizing the actual construction of the Collector Road. We can discuss their implications at our next meeting on June 9th.

Sincerely,

Jim

James B. Williams
Director of Developmental Services

JBW/jir

cc Mayor
City Manager
City Planner

6/5/98 Westside Collector Letter sent to the following:

Mr. John Moll
John Moll and Associates, Inc.
Gwinnett Esplanade, Suite 5B
Duluth, GA 30136

Mr. Dan Fields
John Weiland Homes
P.O. Box 87363
Atlanta, GA 30337

Mr. Lee N. Katz
Grant Development
5435 Overlook Court
Atlanta, GA 30327

Mr. Michael Rossetti
Ravin Homes, Inc.
P.O. Box 2394
Peachtree City, GA 30269

Mr. Ron Reeser
The Eagle Group
510 Plaza Drive, Suite 1500
Atlanta, GA 30349

RAVIN HOMES, INC.
BUILDERS & DEVELOPERS

V. Michael Rossetti
P.O.Box 2394
Peachtree City, GA.
30269

June 8, 1998

Mr. James B. Williams
The City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia
30269

RE: Your letter dated June 5, 1998 on the Westside Collector Road

Dear Mr. Williams:

To say that I was surprised at the scope of our meeting last Tuesday would be an understatement. The issues that were raised by you and staff were, for the most part unrelated and completely out of the terms of the development agreement that was adopted by the Peachtree City Council on the 7th day of March, 1996.

My position is that the city abide by the terms of the development agreement. We worked long and hard to construct the terms of the agreement and for the city to contemplate and request items contrary to and in addition to what was agreed to is aggravating at the very least. I will comment on the items listed in your letter to further clarify my position.

1. I agree with you so stay out of the process and let the developers work out who pays for what.

2. I will not do this. It is not a part of the development agreement.

3. I agree that a traffic signal needs to be installed and the development team is willing to pay for this however if we cannot install a signal because of some action by the city (for example the installation of the signal at Wynnmead) then our position is that the city caused this stipulation to be impossible to accomplish and we would expect the city to correct the problem so that we can complete the terms of the agreement. As I asked at our meeting (four times) we would expect complete cooperation from the city to get the D.O.T. to permit a signal at Line Creek Parkway. The issuance of permits hinging on the installation of a signal is not mentioned in the agreement.

4. Reference item no. 6 in the development agreement to address this point.

5. This is contained in the development agreement

6. Again item no. 6 in the development agreement applies to this.

7. The D.O.T. controls the intersection designs and approves them. I believe that we indicated in our meeting that we are willing to work with an entrance design that would be acceptable to Peachtree City but that the D.O.T. would have to approve any design.

Let me state that I am adamant about following the terms of the development agreement and to get the permit for Line Creek Parkway. My company has almost gone out of business once concerning problems with this development. We made a deal in which my company gave up a sale on apartment land that would have made us in excess of one million dollars because I wanted to do the right thing for Peachtree City. The developers have designed the Line Creek Collector to major collector standards which is well above the scope of the development agreement. The point is that we have more than held up our side of the bargain so you need to hold up your side.

Sincerely,

V. Michael Rossetti

President, Ravin Homes, Inc.

Cc: Mayor

City Manager

City Planner

Doug McMurrain

Ron Reeser

MacDuff

WEBB, STUCKEY & LINDSEY, LLC

Attorneys-At-Law

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John M. Stuckey Jr. **
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H. Clay Collins
Carlton H. Jones III
Jonathan J. Wade

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March 26, 2001

Mr. Michael Rossetti
President
Ravin Homes, Inc.
P.O. Box 2394
Peachtree City, Georgia 30269

RE: Your Letter Dated March 15, 2001

Dear Michael:

I have been asked by the City to respond to the above-captioned letter. As you know, the Cedarcroft Development is a part of a Consent Order and Judgment signed by Judge Paschal A. English, Jr. on May 17, 1996, and was modified on February 9, 1999 by Ravin Homes, RAM-PTC, LLC, and Peachtree City. (For your convenience and ready reference, I have enclosed a copy of both documents with this letter.)

According to Paragraph Seven of the Development Agreement, which is attached as Exhibit "A" to the Consent Order and Judgment, the City is not required to pay any of the costs for the infrastructure construction to serve the projects. The developers were required to reserve an 80 foot right-of-way for the Line Creek Parkway (now McDuff Parkway). Further, the developers were to construct the Parkway from Highway 54 north approximately 1,700 feet to the entrance of the Cedarcroft Subdivision and are required to dedicate that road and its attendant right-of-way to the City at no cost. In Paragraph One of the first modification, RAM was the developer identified which would dedicate and construct the Parkway from Highway 54 to the first entrance of the Cedarcroft Subdivision. In the second paragraph of the First Modification, Ravin Homes is to construct and extend the Parkway an additional approximate 900 feet to the second entrance to the Cedarcroft Subdivision and dedicate the road and right-of-way to the City at no cost. Additionally, in Paragraph Three of the First Modification, all costs of right-of-way, roadway construction and landscaping for both above-mentioned phases of the Parkway would be paid for by the developers. However, all impact fees for the initial phases of Cedarcroft would be deferred by the City in an amount equal to, but not exceeding, the cost of the construction of the road of Phase II only. Thus, Ravin is to be given credit against the impact

Attachment "H"

fees for the roadway construction costs of the approximate 900 feet from the first entrance of Cedarcroft to the second entrance of Cedarcroft. This credit will not include the costs of a right-of-way or for the landscaping.

In Paragraph Seven of the First Modification, Ravin was required to dedicate an 80 foot right-of-way to the City at no cost whenever the City made such a request. The Consent Order and the First Modification are silent as to the cost of the roadway construction, and, therefore, it is not proper for the City to request Ravin to pay for the cost of the extension of the Parkway from the second entrance to Cedarcroft to the northern boundary line of the property. It is my understanding that the City did not request Ravin Homes to pave that section of the Parkway. Therefore, any request for reimbursement for the cost of such paving of that portion of the Parkway is one properly reserved for Ravin Homes and the adjacent property owners.

If you will provide me with a cost for the roadway construction of the approximate 900 feet between the first and second entrances to Cedarcroft, along with the necessary support documentation to enable the City Engineer to review the same, I will request that the City provide Ravin Homes with the appropriate impact fee credit after it has been verified by the City Engineer.

The remaining portions of your March 15, 2001 letter concerning system improvements versus project improvements are made moot by the Consent Order and Judgment signed by Judge English and the First Modification of the Development Agreement signed by all the parties. Obviously, the terms of both the Consent Order and the First Modification are based on compromises made by all the parties in light of the issues which were facing all of us several years ago.

Should you wish to discuss this matter further, please do not hesitate to contact me. Additionally, if you will send to me the requested documents concerning the cost of the 900 feet stretch of Parkway, I will forward those to Troy for review and approval.

Best regards.

Sincerely,

WEBB, STUCKEY & LINDSEY, LLC

Richard P. Lindsey

RPL:jmf
Enclosures

I:\PTC\CITY\Cedarcroft\Correspondence\Michael Rossetti.wpd

Cedarcroft

RAVIN HOMES, INC.
BUILDERS & DEVELOPERS

August 7, 2002

Mr. David Rast
City Planner
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Your letter dated 6/22/02
Cedarcroft Impact Fees.

Dear David:

I am in receipt of your letter referenced above. We may want to meet in the near future to clarify a couple of points you bring out.

It was my understanding that the fees would be fixed at $1,314.00 per unit throughout the project.

It was also my understanding that the impact fees equal to the cost of MacDuff Parkway would be deferred until Phase III of Cedarcroft is final platted.

I would however like to call your attention to the objections raised by our previous correspondence to James B. Williams.

Call me if you care to discuss any of these matters.

Sincerely,

V. Michael Rossetti
President

Cc: Deron R. Hicks

/sgb

Attachment "I"

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC

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June 26, 2002

Mr. Jim Williams
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Cedarcroft Impact Fee Deferral

Dear Jim:

At the City's request, we have considered Ravin Homes' claim that the City must reimburse it for the expense of constructing MacDuff Parkway ("the Roadway"). Although at first blush the Development Impact Fee Act ("the Act"), O.C.G.A. § 36-71-1 *et seq.*, suggests that Ravin Homes is entitled to a refund, it is our opinion that the Consent Order requiring that Ravin Homes construct the Roadway supersedes the Act and absolves the City from any duty to reimburse Ravin Homes.

As you know, on May 17, 1996, at the request of Peachtree City and Ravin Homes, Judge English signed a Consent Order and Judgment, which was subsequently modified on February 9, 1999 ("Consent Order"). Under the terms of the Consent Order, the parties explicitly agreed that Ravin Homes would extend the Roadway, and that Ravin Homes would bear the entire cost of doing so. Specifically, Paragraphs 1 and 2 of the first modification to the Consent Order state that Ravin Homes would construct a portion of the Roadway and that the road would be dedicated to the City "at no cost to the City." Similarly, Paragraph 3 states that Ravin Homes would pay "all costs"of the Roadway, including construction and landscaping. In short, the Consent Order clearly contemplated that the cost of the Roadway would be borne entirely by Ravin Homes.

Nevertheless, Ravin Homes is requesting a credit for the cost of the Roadway, arguing that the Act requires the credit, notwithstanding Ravin Homes explicit agreement to pay for the Roadway. It is Ravin Homes' position that the Roadway was a "system improvement," and as such, the City was required to credit the Roadway cost against any impact fees owed for the construction of Cedarcroft, and to reimburse any costs in excess of that amount.

The relevant portions of the Act include the following:

"[D]evelopment exactions for other than project improvements shall be *imposed* by municipalities and counties only by way of development impact fees imposed pursuant to [the Act]." O.C.G.A. § 36-71-3(a).

"[C]redit shall be given for the present value of any construction of improvements . . . *accepted* by a municipality . . . for system improvements." O.C.G.A. § 36-71-7(a).

"In the event that a developer *enters into an agreement* with a county or municipality to construct . . . system improvements such that the amount of the credit created by such construction is in excess of the development impact fees which would otherwise have been paid for the development, the developer *shall be reimbursed* for such excess construction . . . . " O.C.G.A. § 36-71-7(b).

Under the express terms of the Act, if a city enters an agreement with a developer that calls for the developer to construct a system improvement (and there is little question that the Roadway would qualify as a "system improvement"), the city must reimburse the developer for costs of the improvement that exceed the development impact fees the developer might owe. O.C.G.A. § 36-71-7(b). Ravin Homes relies on this provision to argue that the City must reimburse its Roadway construction costs. Nevertheless, the Consent Order is a binding judicial decree that takes precedence over the Act. Further, the parties were undoubtedly aware of the Act when they agreed to the Consent Order. By nevertheless agreeing to the Consent Order, Ravin Homes waived any right to reimbursement.

1. The Consent Order is binding on the parties, absent fraud or mistake or lack of judicial jurisdiction.

Ravin Homes' assertion in its letter of April 12th that the Act supersedes the parties' "private agreement" is unavailing, because a Consent Order is not a "private agreement," but a binding judicial decree. It is well-established that in the absence of fraud or mistake, a consent decree is valid and binding on the parties, provided the court had jurisdiction over the parties and the matter. Alford v. Smith, 224 Ga. 802, 164 S.E.2d 781 (1968); Johnson v. Shook, 156 Ga. App. 878, 275 S.E.2d 815 (1981). Once an agreement is entered as a consent order, it cannot be challenged, absent allegations of fraud, mistake or jurisdiction. See also Fowler v. Fowler, 206 Ga. 542, 57 S.E.2d 593 (1950) (consent of the parties to the terms of a judgment cures any errors not going to the jurisdiction of the court). Under the Consent Order, Ravin Homes agreed to bear the full cost of building the Roadway. There is no evidence that the Consent Order was based on fraud or mistake, or that the court lacked jurisdiction over this matter, so the Consent Order is valid and binding.

In Wimbush v. Fayette Finance Co., 156 Ga. App. 500, 275 S.E.2d 99 (1980) the Court addressed a similar situation and held that a statute allegedly making an agreement illegal was immaterial once the agreement became a consent order. Wimbush involved an action on a loan contract. At the parties' request, the court entered a consent judgment. The appellant then sought to set aside the judgment, alleging that the loan contract was illegal. The Court held that the judgment should stand, concluding that "consent to the judgment renders the asserted defects in the loan contract superfluous." Id. As in Wimbush, Ravin Homes' acceptance of the Consent Order "renders the asserted defects in the [agreement] superfluous." Even if the City were otherwise required to credit Ravin Homes for the cost of constructing the Roadway, any complaint about the terms of the agreement was cured when the Consent Order was entered.

2. The Agreement cannot be invalidated on grounds of illegality or public policy.

A contract that is illegal or in contravention of public policy cannot be enforced. O.C.G.A. § 13-8-1, 13-8-2. Ravin Homes' suggestions to the contrary, this provision does not apply here. A contract is not contrary to public policy unless the legislature has declared it to be so, the contract is contrary to good morals and law, or the purpose of the contract was to violate the law. Porubiansky v. Emory Univ., 156 Ga. App., 602, 275 S.E.2d 163 (1980). None of these circumstances exist here.

Moreover, even if the terms of the underlying agreement were illegal or unauthorized under the Act, nevertheless the Consent Order would still be enforceable. Consent orders are not subject to the statute that renders illegal contracts void. In Leventhal v. Citizens and Southern Nat. Bank, 249 Ga. 390, 291 S.E.2d 222 (1982), the Court refused to set aside a consent judgment on the grounds of impossibility of performance, noting that the impossibility of performance defense, while applicable to contracts, was not applicable to court orders. Similarly, the defense of illegality, while applicable to contracts, is not applicable to consent orders.

3. Equity demands that the Consent Order stand.

Ravin Homes knew about the Act when it asked the court to enter the Consent Order. Ravin Homes cannot now argue that the Consent Order should not be enforced, when it stood by silently while the City relied on the Order. In Carter v. City of Toccoa, 210 Ga. 167, 78 S.E.2d 487 (1953), a municipality notified property owners of its intent to assess their property for street improvements. Despite a statutory provision that allowed the property owners to challenge the assessments before the improvements began, the property owners waited until the improvements were made to challenge the assessments. The Court held that the property owners could not challenge the assessments after the fact, reasoning that parties who did not behave equitably were not entitled to equity themselves. Accord Harp v. Mayor of Forsyth, 208 Ga. 842, 69 S.E.2d 750 (1952) (dismissing challenge to legality of assessment for street paving where homeowners knew of paving and assessment plan yet did not object until work was almost complete). Like the plaintiffs in City of Toccoa and Harp, Ravin Homes has had years to challenge the Consent

Order and the underlying agreement. By standing silently by while the City performed its part of the agreement, Ravin Homes waived any claim to reimbursement.

4. The Act's prohibition on "imposed" exactions does not apply to Ravin Home's express agreements.

Ravin Homes' express agreement to bear the cost of construction brings it outside the Act's prohibition on "imposed" exactions. A municipality may only "impose" exactions for system improvements by way of development impact fees pursuant to the Act. O.C.G.A. § 36-71-3(a). This provision does not prevent a municipality and a developer from entering into an *agreement* to have the developer construct a system improvement, however. The development exaction here was not "imposed" by the City, but rather was agreed to by the City and Ravin Homes in an effort to end litigation. Ravin Homes freely agreed to build the Roadway at its expense. "The voluntary nature of a consent judgment is among its most notable characteristics." City of Centerville v. City of Warner Robins, 508 S.E.2d 161, 164, 270 Ga. 183 (1998). The Act's provision preventing municipalities from *imposing* a requirement that developers to build system improvements simply does not apply here.

Please note that the Act's requirement that a city credit or reimburse the cost of system improvements that it "accepts" or that were made pursuant to an "agreement" may be problematic. See O.C.G.A. § 36-71-7. It would not be unreasonable for a court to interpret this as requiring the credit even if the City is "accepting" the improvements pursuant to a consent order. Nevertheless, the City has a reasonable basis for arguing that Ravin Homes is responsible for the cost of road improvements, because Ravin Homes' waived any right to reimbursement when it asked the court to enter the Consent Order, and the Consent Order cannot be challenged absent fraud or mistake.

Best regards.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

RPL

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THEODORE P. MEEKER, III
E-MAIL: tmeeker@fairburn.com

May 8, 2006

Via Fax to (706) 596-9992
and Via First Class Mail

Deron R. Hicks, Esq.
Page, Scranton, Sprouse,
Tucker & Ford, P.C.
Post Office Box 1199
Columbus, Georgia 31902-1199

Re: Ravin Homes, Inc./City of Peachtree City

Dear Mr. Hicks:

I am in receipt of your correspondence dated June 17, 2004 and April 26, 2006 regarding the issues raised by your client, Ravin Homes, Inc., with respect to the impact fees being charged by the City of Peachtree City, Georgia for the Cedarcroft Subdivision. At the outset, the City remains firm in its position that the impact fees being charged to your client are correct. This position is based upon several legal grounds.

First, as you know, our clients were involved in litigation regarding the Cedarcroft Subdivision in the 1990's. So as to bring that litigation to a conclusion, the parties entered into a Consent Order which required, among other things, that your client would construct that portion of McDuff Parkway at issue. As part of that Consent Order and the subsequent amendment to the Consent Order, your client was given a forbearance period in which the initial impact fees owed for the Cedarcroft Subdivision did not have to be paid. Those fees, as per the Consent Order and subsequent amendment thereto, however, did have to be paid, in full, upon the platting of Phase III of the Cedarcroft Subdivision. In short, while the impact fees were referenced in the Consent Orders, the condition imposed on your client to construct that portion of McDuff Parkway at issue was part of the negotiated settlement between the parties in the litigation. The resulting construction of McDuff Parkway by your client, therefore, had no implication on the amount of impact fees owed by your client for the Cedarcroft Subdivision.

You have reference various provisions of the Peachtree City Land Development

Attachment "K"

Ordinance. In doing so, however, you have failed to note the plain reading of those provisions. First, you will note that Section 307.5 sets forth the impact fees associated with the area in which the Cedarcroft Development is located. Specifically, impact fee in the Line Creek service Area is $1,637.00 per dwelling unit, which includes $1,083.00 for the citywide service area, $231.00 for the bike bridge across Georgia Highway 74 West to Planterra neighborhood, and $323.00 for the reconstruction of Leach Fire Station. Section 307.5 also notes that the impact fee for the citywide service area is $1,083.00 per dwelling unit, which includes $1,040.00 for recreational system improvements and $43.00 for library expansion, police department expansions, and a recreation administration building.

You only cited a portion of the Section 307.7, pertaining to credits. Subparagraph (a) of that Section provides:

> (a) In the calculation of development impact fees for a particular project, credit shall be given for the present value of any construction or improvements or contribution or dedication of land or money required or accepted by the city from a developer or his predecessor in title or interest **for system improvements of the category for which the development impact fee is being collected**. Credits shall not be given for project improvements.

(Emphasis added). As you will note from the fee schedule referenced above, none of the impact fees collected by Peachtree City reference the road improvements made by your client. In other words, the road was not a system improvement of the category for which the development impact fee is being collected. Therefore, no such credit for your client is warranted.

Section 307.8 follows this line of thought. While that section may reference a system improvement being constructed and potential resulting credit for such construction, it also references that the developer shall be reimbursed for such excess construction, funding, or contribution from development impact fees paid by other development located in the service area which has benefited by such improvements. As you know, state law and the Peachtree City Land Development Ordinance require that expenditures of development impact fees shall be made only for the category of system improvements and in the service area for which the development impact fee was imposed. As a result, the City could not collect impact fees for city recreation system improvements and use those fees to reimburse a developer, such as Ravin Homes, Inc., for the construction of a road which was not otherwise included in the category of system improvements which form the basis of the impact fees collected.

Finally, while Section 307.12 may authorize the type of agreements referenced therein, it is apparent that the Consent Order and agreement between our clients was not such an agreement. Rather, as previously indicated, the Consent Order and agreement were part of a negotiated settlement between our clients. While Section 307.12 of the City's Land Development Ordinance may have authorized the City to give a credit for any improvements by your client, that was not the agreement between the parties. As your client freely and voluntarily entered into that agreement and Consent Order, the City will expect your client to fulfill all of its obligations set forth therein.

Should you wish to discuss this matter further, please contact me.

Sincerely,

Theodore P. Meeker, III
City Attorney, City of Peachtree City

TPM/cmc
cc: Bernard J. McMullen, City Manager

HP Fax K1220

Log for
Charles H Davis,Jr., Atty
(770) 964-9730
May 08 2006 11:03am

Last Transaction

Date	Time	Type	Identification	Duration	Pages	Result
May 8	11:02am	Fax Sent	17065969992	0:54	3	OK

PEACHTREE CITY
PLAN TO STAY™

PLANNING DEPARTMENT
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-5731
FAX: 770-631-2552
WWW.PEACHTREE-CITY.ORG

August 30, 2006

Mr. Michael Rossetti
Ravin Homes, Inc
P O. Box 2394
Peachtree City, GA 30269-2394

Re: Cedarcroft
Impact fee determination

Dear Mike:

Pursuant to your letter (dated August 10, 2006) requesting pre-clearance certification for the impact fees due for the Cedarcroft subdivision, we have reviewed our files and have calculated the impact fees due and payable for the overall subdivision.

The Cedarcroft subdivision is located within the Line Creek Service Area, with an established impact fee of $1,637 per residential dwelling unit. The First Modification of the Development Agreement (executed February 9, 1999) states: *"The impact fee rate paid by the Developers shall be $1,314 per unit unless said fee is not due and paid before January 1, 2004, and if said impact fees have not been paid by said date, the applicable impact fee at the time the impact fee is due and paid shall be the then-existing fee."*

Phase 1 of the overall subdivision was approved for recording on July 6, 2001 and included a total of 64 lots, which resulted in impact fees in the amount of $84,096.00 (64 lots x $1,314 per lot)

Phase 2 of the overall subdivision was approved for recording on May 10, 2004 and included a total of 82 lots, which resulted in impact fees in the amount of $107,748.00 (82 lots x $1,314 per lot). At that time, you submitted payment in the amount of $32,600.52, which was the total of all impact fees due and payable to date minus the construction costs for Phase Two of MacDuff Parkway. The documentation you provided indicated the construction costs you incurred for the construction of Phase Two of MacDuff Parkway were $159,243 48.

Phase 3 of the overall subdivision has not yet been submitted for recording, but will include a total of 72 lots. Because this phase of the subdivision is being recorded after the date identified within the First Amendment to the Development Agreement (January 1, 2004), the impact fees for Phase 3 will be calculated at the current impact fee rate of $1,637 per residential dwelling unit, which will require payment in the amount of $117,864.00 (72 lots x $1,637 per lot).

Attachment "L"

Paragraph 6 within the First Amendment to the Development Agreement states *"Ravin shall repay all impact fees deferred under paragraph three herein at the time a final plat is approved for Phase Three but not later than four (4) years after the approval of the final plat for Phase Two of Cedarcroft."*

Based on this requirement, we have determined the impact fees for Cedarcroft as follows:

Phase One	(64 lots x $1,314 per lot)	$84,096.00
Phase Two	(82 lots x $1,314 per lot)	$107,748.00
Phase Three	(72 lots x $1,637 per lot)	$117,864.00
	Sub-total	$309,708.00
	Received to date	($32,600.52)
	Total due	**$277,107.48**

These fees must be received in full before the final plat for Phase 3 can be approved for recording or no later than May 10, 2008 (no more than four years following recording of the plat for Phase 2).

Should you have any questions, please do not hesitate to contact me at (770) 487-5731.

Sincerely,

David E. Rast

David E. Rast, ASLA
City Planner

Attachments

cc: *City Manager*
Developmental Services Director
City Attorney
file

Sec. 307. Development impact fee.

(a) Pursuant to the authority granted the City of Peachtree City (hereinafter the "city") by O.C.G.A. §§ 36-70-1, 36-71-13 et seq., the city, having formed a development impact fee advisory committee and said committee having reviewed the city's existing development fees, its comprehensive plan, its land use regulations and its capital improvements element, and said committee having rendered its recommendations to the governing authority of the city.

(b) In order to serve, promote and accommodate orderly growth and development and to protect the public health, safety, and general welfare of the citizens of the city, and to ensure that adequate public facilities are available to serve new growth and development, the city hereby enacts the herein uniform standards and procedures by which the city requires new growth and development to pay its proportionate share of the costs of new public facilities. This ordinance establishes minimum standards for development impact fees and ensures that new growth and development are required to pay no more than their proportionate share of the costs of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development extractions.

(c) The development impact fees ensure that a developer will not pay more than a proportionate share of system improvement costs and these fees are imposed on the basis of service areas. Furthermore, said fees were calculated on the basis of levels of services for public facilities that have been adopted by the city in its comprehensive plan and which are applicable to existing development as well as new growth and development. The fee schedule was based on actual system improvement costs or reasonable estimates of such costs and was further calculated on a basis which is net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers.

307.1. Definitions.

(a) *Building permit* means the permit issued by a city building official authorizing a builder to begin construction of a building or structure.

(b) *Capital improvement* means an improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility.

(c) *Capital improvements element* means a component of the comprehensive plan which sets out projected needs for system improvements during a planning horizon established in the comprehensive plan, a schedule of capital improvements that will meet the anticipated need for system improvements, and a description of anticipated funding sources for each required improvement.

(d) *Comprehensive plan* means the plan identified as the comprehensive plan and adopted by the city on March 19, 1992.

(e) *Citywide service area* is composed of the entire geographic area of the city. (Ord. No. 608, 10-7-1993)

Attachment "M"

(f) *Developer* means any person or legal entity undertaking development.

(g) *Development* means any construction or expansion of a building, structure, or use, any change in the use of a building or structure, or any change in the use of land, any of which creates additional demand and need for public facilities.

(h) *Development approval* means any written authorization from the city which authorizes the commencement of construction.

(i) *Development impact fee* means a payment of money imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development.

(j) *Dwelling unit* means a separate, independent housekeeping structure for a single family.

(k) *Encumber* means to legally obligate by contract or otherwise commit to use by appropriation or other official act of the city.

(l) *Feepayor* means that person who pays a development impact fee or his successor in interest where the right or entitlement to any refund of previously paid development impact fees which is required by this ordinance has been expressly transferred or assigned to the successor in interest. In the absence of an express transfer or assignment of the right or entitlement to any refund of previously paid development impact fees, the right or entitlement shall be deemed "not to run with the land."

(m) *Kedron Village Service Area* is composed of that area of the city that is identified in exhibit A to this ordinance and which is incorporated by reference herein.

(n) *Level of service* means a measure of the relationship between service capacity and service demand for public facilities in terms of demand to capacity ratios or the comfort and convenience of use or service of public facilities or both.

(o) *Preliminary plat* means the drawing of a proposed subdivision of land in accordance with sections 403, 502 and 504 of the [this] land development ordinance.

(p) *Present value* means the current value of past, present, or future payments, contributions or dedications of goods, services, materials, land, construction, or money.

(q) *Project* means a particular development on an identified parcel of land.

(r) *Project improvements* means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and are not system improvements. The character of the improvement shall control a determination of whether an improvement is a project improvement or system improvement and the physical location of the improvement on site or off site shall not be considered determinative of whether an improvement is a project improvement or a system improvement. If an improvement or facility provides or will provide more than incidental service or facilities capacity to persons other than users or occupants of a particular project, the improvement or facility is a system improvement and shall not be considered a project improvement. No improvement or facility included in a plan for public facilities approved by the governing body of the city shall be considered a project improvement.

(s) *Proportionate share* means that portion of the cost of system improvements which is reasonably related to the service demands and needs of the project.

(t) *Public facilities* means:

(1) Water supply production, treatment, and distribution facilities;

(2) Wastewater collection, treatment, and disposal facilities;

(3) Roads, streets, and bridges, including rights-of-way, traffic signals, landscaping, and any local components of state or federal highways;

(4) Stormwater collection, retention, detention, treatment, and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;

(5) Parks, open space, and recreation areas and related facilities;

(6) Public safety facilities, including police, fire, emergency medical, and rescue facilities; and

(7) Libraries and related facilities.

(u) *Service area* means a geographic area identified by the city in which a defined set of public facilities provides service to development within the area. Service areas shall be designated on the basis of sound planning or engineering principles or both.

(v) *Site development permit* means the permit issued by the city engineer authorizing a developer to begin the development of land for an approved purpose.

(w) *Site plan* means the drawing of a proposed development project in accordance with sections 505 and 506, and article VI of the [this] land development ordinance.

(x) *System improvement costs* means costs incurred to provide additional public facilities capacity needed to serve new growth and development for planning, design and construction, land acquisition, land improvement, design and engineering related thereto, including the cost of constructing or reconstructing system improvements or facility expansions, including but not limited to the construction contract price, surveying and engineering fees, related land acquisition costs (including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect, or financial consultant for preparing or updating the capital improvements element, and administrative costs, provided that such administrative costs shall not exceed three percent of the total amount of the costs. Projected interest charges and other finance costs may be included if the development impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the city to finance the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, or other operating costs.

(y) *System improvements* means capital improvements that are public facilities and are designed to provide service to the community at large, in contrast to project improvements.

307.2. Application.

This ordinance and its development impact fees shall not apply to any developer who has secured a building permit at the time of the enactment of the ordinance. The assessment and payment of development impact fees in accordance with this ordinance shall occur at the time of preliminary plat approval with respect to residential subdivision lots and at the time of site plan approval with respect to multifamily residential dwelling units, in that all development impact fees being assessed and paid hereunder are for public facilities and said assessments occur at the time of development approval. Any residential subdivision lots which have passed, prior to enactment of this ordinance, the preliminary plat approval stage or any multifamily residential dwelling units which have already passed the site plan approval stage shall not have any development impact fees assessed against their developer in accordance with this ordinance, but the developer shall owe development fees in accordance with [this] city ordinance section 306, which shall remain in force and effect until all such outstanding fees have been paid.

307.3. No multiple or duplicate assessments.

By payment of the development impact fee or development fees by a developer in accordance with the development fee schedule contained in this ordinance or under the provisions of city ordinance section 306, the city acknowledges that the developer has paid its proportionate share of system improvement costs and will not be assessed further for system improvement costs with respect to that particular development.

307.4. Preclearance.

Any developer may request and receive a certification of the development impact fee for a project upon written demand and within a reasonable time, and such certification shall establish the development impact fee for that project for a period of 180 days from the date of certification.

307.5. Schedule of fees.

(a) *Current fees.*

(1) The fee schedule per dwelling unit of development on a service area by service area basis:

a. Is $1,083.00 per dwelling unit for the citywide service area. This fee includes $1,040.00 for recreational system improvements and $43.00 for library expansion, police department expansions, and a recreation administration building.

b. Is $1,190.00 per dwelling unit for the North Aberdeen service area (the portion of Aberdeen Village north of Georgia Highway 54). This fee includes $1,083.00 for the citywide service area and $107.00 for the bike bridge across Georgia Highway 74.

c. Is $1,083.00 per dwelling unit for the South Aberdeen service area (the portion of Aberdeen Village south of Georgia Highway 54). This fee is the established fee for the citywide service area.

d. Is $1,083.00 per dwelling unit for the Glenloch service area (Glenloch

Village). This fee is the established fee for the citywide service area.

e. Is $1,083.00 per dwelling unit for the Braelinn service area (Braelinn Village). This fee is the established fee for the citywide service area.

f. Is $1,283.00 per dwelling unit for the Kedron service area (Kedron Village). This fee includes $1,083.00 for the citywide service area and $200.00 for bike path system improvements, a new fire station with equipment, and system improvements to Brown Road.

g. Is $1,202.00 per dwelling unit for the Planterra service area (Lake McIntosh Neighborhood). This fee includes $1,083.00 for the citywide service area and $119.00 for underpass access across Georgia Highway 54 West.

h. Is $1,637.00 per dwelling unit for the Line Creek service area. This fee includes $1,083.00 for the citywide service area, $231.00 for the bike bridge across Georgia Highway 74 West to Planterra neighborhood, $323.00 for the reconstruction of Leach Fire Station. (Ord. No. 704, 4-2-1998)

i. Is $3,708.00 per dwelling unit for the Crabapple West service area (consisting of all tracts of land within the city that currently front on Crabapple Lane West between GA 74 and the Tyrone city limits). This fee includes $1,083.00 for the citywide service area, $200.00 for the Kedron service area (of which this service area is a part), and $2,425.00 for system improvements to Crabapple Lane West. (Ord. No. 681, 11-20-1997)

j. Is $1,707.00 per dwelling unit for the Northeast Kedron service area. This fee includes $1,083.00 for the citywide service area, $200.00 for the Kedron service area (of which this service area is a part), and $424.00 for system improvements to Sumner Road. (Ord. No. 705, 4-2-1998)

(2) There are no categories of system improvements other than these included in this impact fee ordinance. All other improvements, if any, are project improvements. Nothing in this ordinance shall prevent the city from requiring a developer to construct reasonable project improvements in conjunction with a development project. (Ord. No. 608, 10-7-1993)

(b) *Future fees.* This ordinance does not require assessment of development impact fees for anything other than residential development, and the development impact fees assessed hereunder are based on residential zoning as it exists at the time this ordinance was passed. If either property is annexed into the city and/or a rezoning of property from any zoning category to a residential or higher density residential category occurs, the development improvement fee established herein shall not apply and development impact fees will be determined in a manner consistent with the intent of this ordinance and in an amount not less than the current development impact fees.

(c) *Required substitution.* The city has the right to require the substitution of land in lieu of a monetary payment for development impact fees. If the city requires such a substitution, the land to be substituted must meet all of the criteria of sections 307.7(b) and (c), herein, or the land must be mutually acceptable to both the developer and the city, and such acceptance cannot be unreasonably withheld. Credit shall be given to the developer for the substitution as prescribed by section 307.7(b)(5) or 307.7(c)(3), whichever is applicable, and if neither section applies, the credit shall be based on the fair market value of all such substituted land.

307.6. When fees paid.

The development impact fee due hereunder is solely for the construction of public facilities and shall be due prior to the time of final plat approval with respect to residential subdivision lots, and prior to the time of final site plan approval with respect to multi-family residential dwelling units.

307.7. Credit for present value of construction.

(a) In the calculation of development impact fees for a particular project, credit shall be given for the present value of any construction or improvements or contribution or dedication of land or money required or accepted by the city from a developer or his predecessor in title or interest for system improvements of the category for which the development impact fee is being collected. Credits shall not be given for project improvements.

(b) A developer may substitute active recreation land and receive a partial credit per dwelling unit toward the development impact fee. The exact credit will be limited to $500.00 per dwelling unit (which is the city's standard development impact fee for recreational land per dwelling unit) and shall be accepted by the city if the following conditions are met:

(1) The land must be suitable for active community recreation use;

(2) The land must be in a location identified as "community recreation" in the comprehensive recreation plan;

(3) The land must possess physical characteristics that are consistent with standards specified by the comprehensive recreation plan for recreational use;

(4) If land is substituted in lieu of partial or whole monetary payment by the developer, all such land will be valued at $16,667.00 per acre for purposes of the credit the developer is to receive hereunder;

(5) The overall substitution must comprise an area of at least three contiguous acres; and

(6) The substitution must be acceptable to the city council, planning commission, and the recreation commission in the exercise of their discretion.

(c) A developer may substitute passive recreation land for active recreation land, if the following conditions are met:

(1) The land must be in a proper location and consistent with the standards of the comprehensive recreation plan for passive community recreation land;

(2) The substitution must be on the basis of 16 acres of passive recreation land for every acre of active recreation land;

(3) If land is substituted in lieu of partial or whole monetary payment by the developer, all such land will be valued at $1,000.00 per acre for purposes of the credit the developer is to receive hereunder; [and]

(4) The substitution must be acceptable to the city council, planning commission, and the recreation commission in the exercise of their discretion.

307.8. Developer credit.

(a) In the event that a developer enters into a written agreement with the city to construct, fund, or contribute system improvements such that the amount of the credit created by such construction, funding, or contribution is in excess of the development impact fees which would otherwise have been paid for the development project, the developer shall be reimbursed for such excess construction, funding, or contribution from development impact fees paid by other development located in the service area which is benefitted by such improvements.

(b) In the event that a developer desires to construct major private recreational areas or facilities and further desires to receive a credit for the value or a percentage of the value of such areas or facilities, the developer shall make written application for such credit to the city council of the city, and the city council shall make a determination, within a reasonable time period, as to whether or not the developer is entitled to such credit or partial credit. Whether or not to grant the credit, and, if so, the amount of the credit, is entirely a discretionary decision for city council.

(c) Nothing herein shall prevent a transfer or assignment of credits from one developer to another.

307.9. Deposit and expenditure of fees; annual report.

(a) Development impact fees shall be maintained in one or more interest-bearing accounts by the city. Accounting records shall be maintained for each category of system improvements and the service area in which the fees are collected. Interest earned on development impact fees shall be considered funds of the account on which it is earned and shall be subject to all restrictions placed on the use of development impact fees under this ordinance.

(b) Expenditures of development impact fees shall be made only for the category of system improvements and in the service area for which the development impact fee was imposed as shown by the capital improvements element and as authorized by this ordinance. Development impact fees shall not be used to pay for any purpose that does not involve system improvements that create additional service available to serve new growth and development.

(c) The city shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.

(d) All development impact fees collected in accordance with the provisions of this ordinance shall be spent by the city only in accordance with paragraphs (a) and (b), above.

307.10. Refund.

(a) In the event that development is not initiated within a reasonable time period after the payment of a development impact fee, and, upon written request of the developer, credit shall be given for the present value of the development impact fee against future development impact fees for the same parcel of land.

(b) Upon the request of an owner of property on which a development impact fee has been paid, the city shall refund the development impact fee if capacity is available and service is denied or if the city, after collecting the fee when service is not available, has failed to encumber the development impact fee or commence construction within six years after the date that the fee was collected. In determining whether development impact fees have been encumbered, development impact fees shall be considered encumbered on a first-in, first-out basis.

(c) When the right to a refund exists due to a failure to encumber development impact fees, the city shall provide written notice of entitlement to a refund to the feepayor who paid the development impact fee at the address shown on the application for development approval or to a successor in interest who has given notice to the city of a transfer or assignment of the right or entitlement to a refund and who has provided a mailing address. Such notice shall also be published within 30 days after the expiration of the six-year period after the date that the development impact fees were collected and shall contain the heading "Notice of Entitlement to Development Impact Fee Refund."

(d) An application for a refund shall be made within one year of the time such refund becomes available under paragraph (b) or (c) of this ordinance section or within one year of publication of the notice of entitlement to a refund under this ordinance section, whichever is later.

(e) A refund shall include a refund of a pro rata share of interest actually earned on the unused or excess development impact fee collected.

(f) All refunds shall be made to the feepayor within 60 days after it is determined by the city that a sufficient proof of claim for a refund has been made.

(g) The feepayor shall have standing to sue for a refund under the provisions of this ordinance if there has been a timely application for a refund and the refund has been denied or has not been made within one year of submission of the application for refund to the city.

307.11. Use.

Development impact fees shall only be spent for the category of system improvements for which the fees were collected and in the service area in which the project for which the fees were paid is located.

307.12. Other agreements.

Nothing in this ordinance shall be construed to prevent or prohibit private agreements between property owners or developers and the city, counties, municipalities, or other governmental entities in regard to the construction or installation of system improvements and providing for credits or reimbursements for system improvement costs incurred by a developer including interproject transfers of credit or providing for reimbursement for project improvement costs which are used or shared by more than one development project.

307.13. Appeal.

(a) If any developer or other interested person elects to appeal any ruling of the city with respect to any provision of this development impact fee ordinance, the appellant shall comply with section 1301, entitled "Appeals," in the [this] land development ordinance.

(b) A developer may pay a development impact fee under protest in order to obtain a development approval or building permit, as the case may be. A developer making such payment shall not be estopped from exercising the right of appeal provided by this ordinance, nor shall such developer be estopped from receiving a refund of any amount deemed to have been illegally collected.

(c) If an appellant loses his appeal under the provisions of this ordinance, the appellant's sole and exclusive remedy is to submit to binding arbitration with the city through the American Arbitration Association with the determination of said association being the disposition of the issue and, in the absence of fraud, not further appealable.

307.14. Conflicts.

Any ordinance or part of any ordinance of the city that is in conflict with this development impact fee ordinance is no longer in force and effect as of the date of passage of this ordinance (except section 306, as previously referenced herein).

(Ord. No. 582, 8-6-1992; Ord. No. 586, 10-15-1992; Ord. No. 634, 3-16-1995)

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→§ 36-71-2. Definitions

As used in this chapter, the term:

(1) "Capital improvement" means an improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility.

(2) "Capital improvements element" means a component of a comprehensive plan adopted pursuant to Chapter 70 of this title which sets out projected needs for system improvements during a planning horizon established in the comprehensive plan, a schedule of capital improvements that will meet the anticipated need for system improvements, and a description of anticipated funding sources for each required improvement.

(3) "Comprehensive plan" has the same meaning as provided for in Chapter 70 of this title.

(4) "Developer" means any person or legal entity undertaking development.

(5) "Development" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, any of which creates additional demand and need for public facilities.

(6) "Development approval" means any written authorization from a municipality or county which authorizes the commencement of construction.

(7) "Development exaction" means a requirement attached to a development approval or other municipal or county action approving or authorizing a particular development project, including but not limited to a rezoning, which requirement compels the payment, dedication, or contribution of goods, services, land, or money as a condition of approval.

(8) "Development impact fee" means a payment of money imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development.

(9) "Encumber" means to legally obligate by contract or otherwise commit to use by appropriation or other official act of a municipality or county.

(10) "Feepayor" means that person who pays a development impact fee or his successor in interest where the right or entitlement to any refund of previously paid development impact fees which is required by this chapter has been expressly transferred or assigned to the successor in interest. In the absence of an express transfer or assignment of the right or entitlement to any refund of previously paid development impact fees, the right or entitlement shall be deemed "not to run with the land."

(10.1) "Governmental entity" means any water authority, water and sewer authority, or water or waste-water authority created by or pursuant to an Act of the General Assembly of Georgia.

(11) "Level of service" means a measure of the relationship between service capacity and service demand for public facilities in terms of demand to capacity ratios or the comfort and convenience of use or service of public facilities or both.

(12) "Present value" means the current value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money.

(13) "Project" means a particular development on an identified parcel of land.

(14) "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and are not system improvements. The character of the improvement shall control a determination of whether an improvement is a project improvement or system improvement and the physical location of the improvement on site or off site shall not be considered determinative of whether an improvement is a project improvement or a system improvement. If an improvement or facility provides or will provide more than incidental service or facilities capacity to persons other than users or occupants of a particular project, the improvement or facility is a system improvement and shall not be considered a project improvement. No improvement or facility included in a plan for public facilities approved by the governing body of the municipality or county shall be considered a project improvement.

(15) "Proportionate share" means that portion of the cost of system improvements which is reasonably related to the service demands and needs of the project.

(16) "Public facilities" means:

(A) Water supply production, treatment, and distribution facilities;

(B) Waste-water collection, treatment, and disposal facilities;

(C) Roads, streets, and bridges, including rights of way, traffic signals, landscaping, and any local components of state or federal highways;

(D) Storm-water collection, retention, detention, treatment, and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;

(E) Parks, open space, and recreation areas and related facilities;

(F) Public safety facilities, including police, fire, emergency medical, and rescue facilities; and

(G) Libraries and related facilities.

(17) "Service area" means a geographic area defined by a municipality, county, or intergovernmental agreement in which a defined set of public facilities provide service to development within the area. Service areas shall be designated on the basis of sound planning or engineering principles or both.

(18) "System improvement costs" means costs incurred to provide additional public facilities capacity needed to serve new growth and development for planning, design and construction, land acquisition, land improvement, design and engineering related thereto, including the cost of constructing or reconstructing system improvements or facility expansions, including but not limited to the construction contract price, surveying and engineering fees, related land acquisition costs (including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect, or financial consultant for preparing or updating the capital improvement element, and administrative costs, provided that such administrative costs shall not exceed 3 percent of the total amount of the costs. Projected interest charges and other finance costs may be included if the impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the municipality or county to finance the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

(19) "System improvements" means capital improvements that are public facilities and are designed to provide service to the community at large, in contrast to "project improvements."

Laws 1990, p. 692, § 1; Laws 1992, p. 905, § 1.

RESEARCH REFERENCES

Encyclopedias

36 Am. Jur. Proof of Facts 3d 417, Zoning: Challenge to Imposition of Development Exactions.

NOTES OF DECISIONS

1. Constitutional concerns

County's ordinance by which county imposed impact fees for libraries, roads, and parks and recreation conformed to due process and equal protection principles, even though fees were only imposed on developments outside of incorporated areas, given that county's authority to impose impact fees was limited to unincorporated portions of county, state permitted, but did not require, county to enter into agreement with municipalities to jointly collect impact fees to pay for system improvements benefitting both, and county did not make classification, but rather imposed fees equally on all developments that it could. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Constitutional Law 228.2; Constitutional Law 278.2(1); Zoning And Planning 86

County ordinance imposing impact fees for fire protection, sheriff's patrol, and public safety, on developments in unincorporated areas of county did not violate equal protection or due process, where fees were imposed equally on all developments over which county had jurisdiction to impose fee, and developments in incorporated area contributed to benefits through fees or services in-kind, such as provision of back-up fire protection systems, mutual law enforcement aid, and payment of jail use fees. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Constitutional Law 228.2; Constitutional Law 278.2(1); Zoning And Planning 86

2. Calculation of impact fees

County impact fee on developments in unincorporated areas of county did not exceed proportionate share of cost of system improvements, even though shortfall would likely develop because developments in incorporated areas did not have to pay impact fees to cities, given that county employed careful calculation procedures, which projected system improvements based on growth throughout entire county, and calculated impact fees based on assumption that all new developments throughout county, whether in incorporated or unincorporated areas, would pay impact fees to cover these new improvements, existence of shortfall did not diminish fact that fees as calculated were not disproportionate, and fees were based on procedure that accounted for each project's projected impact on need for system improvements. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Zoning And Planning 382.4

County met statutory requirement that development impact fees be calculated on basis that was net of credits for present value of revenues that would be generated by new growth and development based on historical funding patterns and that were anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers, given that county was not limited to calculation of development impact fees as if general tax revenues and other sources were assumed to pay as much for increased demand for services as such revenues and sources did previously, such approach would defeat key purpose of impact fee statute, namely to allow new source of funding system improvements as necessitated by growth, and to have that growth pay proportionate share of public facilities needed to serve that growth, and county credited anticipated revenues, grants, state funds, and millions in sales tax revenues from growth were credited to cost of projects. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Zoning And Planning 382.4

Development impact fee calculations did not have to focus on needed personnel, but rather on needed facilities to accommodate new growth, and thus rational basis existed for county's use of facility square footage to determine levels of law enforcement and fire protection service for impact fee purposes, even though sheriff's department representative and fire department representative each testified that neither used square-footage-of-facility-to-population ratios to determine levels of service, and instead rather focused on response time or workload, which were matters driven by numbers of personnel. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Zoning And Planning 382.4

Ga. Code Ann., § 36-71-2, GA ST § 36-71-2

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→ § 36-71-4. Minimum standards for development impact fee ordinances

(a) A development impact fee shall not exceed a proportionate share of the cost of system improvements, as defined in this chapter.

(b) Development impact fees shall be calculated and imposed on the basis of service areas.

(c) Development impact fees shall be calculated on the basis of levels of service for public facilities that are adopted in the municipal or county comprehensive plan that are applicable to existing development as well as the new growth and development.

(d) A municipal or county development impact fee ordinance shall provide that development impact fees shall be collected not earlier in the development process than the issuance of a building permit authorizing construction of a building or structure; provided, however, that development impact fees for public facilities described in subparagraph (D) of paragraph (16) of Code Section 36-71-2 may be collected at the time of a development approval that authorizes site construction or improvement which requires public facilities described in subparagraph (D) of paragraph (16) of Code Section 36-71-2.

(e) A municipal or county development impact fee ordinance shall include a schedule of impact fees specifying the development impact fee for various land uses per unit of development on a service area by service area basis. The ordinance shall provide that a developer shall have the right to elect to pay a project's proportionate share of system improvement costs by payment of development impact fees according to the fee schedule as full and complete payment of the development project's proportionate share of system improvement costs.

(f) A municipal or county development impact fee ordinance shall be adopted in accordance with the procedural requirements of Code Section 36-71-6.

(g) A municipal or county development impact fee ordinance shall include a provision permitting individual assessments of development impact fees at the option of applicants for development approval under guidelines established in the ordinance.

(h) A municipal or county development impact fee ordinance shall provide for a process whereby a developer may receive a certification of the development impact fee schedule or individual assessment for a particular project, which shall establish the development impact fee for a period of 180 days from the date of certification.

(i) A municipal or county development impact fee ordinance shall include a provision for credits in accordance with the requirements of Code Section 36-71-7.

(j) A municipal or county development impact fee ordinance shall include a provision prohibiting the expenditure of development impact fees except in accordance with the requirements of Code Section 36-71-8.

(k) A municipal or county development impact fee ordinance may provide for the imposition of a development impact fee for system improvement costs previously incurred by a municipality or county to the extent that new growth and development will be served by the previously constructed system improvements.

(l) A municipal or county development impact fee ordinance may exempt all or part of particular development projects from development impact fees if:

(1) Such projects are determined to create extraordinary economic development and employment growth or affordable housing;

(2) The public policy which supports the exemption is contained in the municipality's or county's comprehensive plan; and

(3) The exempt development's proportionate share of the system improvement is funded through a revenue source other than development impact fees.

(m) A municipal or county development impact fee ordinance shall provide that development impact fees shall only be spent for the category of system improvements for which the fees were collected and in the service area in which the project for which the fees were paid is located.

(n) A municipal or county development impact fee ordinance shall provide that, in the event a building permit is abandoned, credit shall be given for the present value of the development impact fee against future development impact fees for the same parcel of land.

(o) A municipal or county development impact fee ordinance shall provide for a refund of development impact fees in accordance with the requirements of Code Section 36-71-9.

(p) A municipal or county development impact fee ordinance shall provide for appeals from administrative determinations regarding development impact fees in accordance with the requirements of Code Section 36-71-10.

(q) Development impact fees shall be based on actual system improvement costs or reasonable estimates of such costs.

(r) Development impact fees shall be calculated on a basis which is net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers.

Laws 1990, p. 692, § 1; Laws 1993, p. 91, § 36.

LIBRARY REFERENCES

Zoning and Planning k382.4.
Westlaw Key Number Search: 414k382.4.
C.J.S. Zoning and Land Planning § 197.

RESEARCH REFERENCES

Encyclopedias

36 Am. Jur. Proof of Facts 3d 417, Zoning: Challenge to Imposition of Development Exactions.

NOTES OF DECISIONS

Calculation of impact fees 2
Constitutional concerns 1

1. Constitutional concerns

County's ordinance by which county imposed impact fees for libraries, roads, and parks and recreation conformed to due process and equal protection principles, even though fees were only imposed on developments outside of incorporated areas, given that county's authority to impose impact fees was limited to unincorporated portions of county, state permitted, but did not require, county to enter into agreement with municipalities to jointly collect impact fees to pay for system improvements benefitting both, and county did not make classification, but rather imposed fees equally on all developments that it could. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Constitutional Law 228.2; Constitutional Law 278.2(1); Zoning And Planning 86

County ordinance imposing impact fees for fire protection, sheriff's patrol, and public safety, on developments in unincorporated areas of county did not violate equal protection or due process, where fees were imposed equally on all developments over which county had jurisdiction to impose fee, and developments in incorporated area contributed to benefits through fees or services in-kind, such as provision of back-up fire protection systems, mutual law enforcement aid, and payment of jail use fees. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Constitutional Law 228.2; Constitutional Law 278.2(1); Zoning And Planning 86

2. Calculation of impact fees

County impact fee on developments in unincorporated areas of county did not exceed proportionate share of cost of system improvements, even though shortfall would likely develop because developments in incorporated areas did not have to pay impact fees to cities, given that county employed careful calculation procedures, which projected system improvements based on growth throughout entire county, and calculated impact fees based on assumption that all new developments throughout county, whether in incorporated or unincorporated areas, would pay impact fees to cover these new improvements, existence of shortfall did not diminish fact that fees as calculated were not disproportionate, and fees were based on procedure that accounted for each project's projected impact on need for system improvements. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Zoning And Planning 382.4

County met statutory requirement that development impact fees be calculated on basis that was net of credits for present value of revenues that would be generated by new growth and development based on historical funding patterns and that were anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers, given that county was not limited to calculation of development impact fees as if general tax revenues and other sources were assumed to pay as much for increased demand for services as such revenues and sources did previously, such approach would defeat key purpose of impact fee statute, namely to allow new source of funding system improvements as necessitated by growth, and to have that growth pay proportionate share of public facilities needed to serve that growth, and county credited anticipated revenues, grants, state funds, and millions in sales tax revenues from growth were credited to cost of projects. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Zoning And Planning 382.4

Development impact fee calculations did not have to focus on needed personnel, but rather on needed facilities to accommodate new growth, and thus rational basis existed for county's use of facility square footage to determine levels of law enforcement and fire protection service for impact fee purposes, even though sheriff's department representative and fire department representative each testified that neither used square-footage-of-facility-to-population ratios to determine levels of service, and instead rather focused on response time or workload, which were matters driven by numbers of personnel. Cherokee County v. Greater Atlanta Homebuilders Ass'n, Inc., 2002, 255 Ga.App. 764, 566 S.E.2d 470, certiorari denied. Zoning And Planning 382.4

Ga. Code Ann., § 36-71-4, GA ST § 36-71-4

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→§ 36-71-7. Credits against development impact fees

(a) In the calculation of development impact fees for a particular project, credit shall be given for the present value of any construction of improvements or contribution or dedication of land or money required or accepted by a municipality or county from a developer or his predecessor in title or interest **for system improvements of the category for which the development impact fee is being collected**. Credits shall not be given for project improvements.

(b) In the event that a developer enters into an agreement with a county or municipality to construct, fund, or contribute system improvements such that the amount of the credit created by such construction, funding, or contribution is in excess of the development impact fees which would otherwise have been paid for the development project, the developer shall be reimbursed for such excess construction, funding, or contribution from development impact fees paid by other development located in the service area which is benefited by such improvements.

Laws 1990, p. 692, § 1.

LIBRARY REFERENCES

Zoning and Planning k382.4.
Westlaw Key Number Search: 414k382.4.
C.J.S. Zoning and Land Planning § 197.

RESEARCH REFERENCES

Encyclopedias

Ga. Jur. Property § 25:75, Generally.

NOTES OF DECISIONS

Agreement 1

1. Agreement

While statute governing credits against development impact fees generally authorizes developers

Attachment "P"

to seek monetary reimbursement for excess development fee credits, municipalities and developers may enter into private agreements that otherwise govern, and potentially alter, the reimbursement or payment methods for system improvements. Fulton Greens L.P. v. City of Alpharetta, 2005, 2005 WL 400583. Zoning And Planning 🔑 382.4

Agreement between developer and city concerning extension of road by developer entitled developer to reimbursement of excess development fee credits through impact fee credits, not cash; agreement stated that excess development fee credits could, at developer's option, be applied against other development-related fees which may become due to city, including cost of building permits, or could be transferred to others or both. Fulton Greens L.P. v. City of Alpharetta, 2005, 2005 WL 400583. Zoning And Planning 🔑 382.4

Ga. Code Ann., § 36-71-7, GA ST § 36-71-7

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→ § 36-71-8. Receipt, deposit, and expenditure of development impact fee funds

(a) An ordinance imposing development impact fees shall provide that all development impact fee funds shall be maintained in one or more interest-bearing accounts. Accounting records shall be maintained for each category of system improvements and the service area in which the fees are collected. Interest earned on development impact fees shall be considered funds of the account on which it is earned and shall be subject to all restrictions placed on the use of development impact fees under the provisions of this chapter.

(b) Expenditures of development impact fees shall be made only for the category of system improvements and in the service area for which the development impact fee was imposed as shown by the capital improvement element and as authorized by this chapter. Development impact fees shall not be used to pay for any purpose that does not involve system improvements that create additional service available to serve new growth and development.

(c) As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.

Laws 1990, p. 692, § 1.

Ga. Code Ann., § 36-71-8, GA ST § 36-71-8

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→ § 36-71-10. Administrative appeals; arbitration

(a) A municipality or county which adopts a development impact fee ordinance shall provide for administrative appeals to the governing body or such other body as designated in the ordinance of a determination of the development impact fees for a particular project.

(b) A developer may pay a development impact fee under protest in order to obtain a development approval or building permit, as the case may be. A developer making such payment shall not be estopped from exercising the right of appeal provided by this chapter, nor shall such developer be estopped from receiving a refund of any amount deemed to have been illegally collected.

(c) A municipality or county development impact fee ordinance may provide for the resolution of disputes over the development impact fee by binding arbitration through the American Arbitration Association or otherwise.

Laws 1990, p. 692, § 1.

LIBRARY REFERENCES

Zoning and Planning 440.
Westlaw Key Number Search: 414k440.
C.J.S. Zoning and Land Planning § 213.

RESEARCH REFERENCES

Treatises and Practice Aids

Georgia Procedure Special Remedies and Proceedings § 7:101, Development Impact Fees.

Georgia Procedure Special Remedies and Proceedings § 7:1, Generally.

Georgia Procedure Special Remedies and Proceedings § 7:101, Development Impact Fees.

Ga. Code Ann., § 36-71-10, GA ST § 36-71-10

Attachment "R"

Ga. Code Ann., § 36-71-10

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C

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→ § 36-71-13. Construction

(a) Nothing in this chapter shall prevent a municipality or county from requiring a developer to construct reasonable project improvements in conjunction with a development project.

(b) Nothing in this chapter shall be construed to prevent or prohibit private agreements between property owners or developers and municipalities, counties, or other governmental entities in regard to the construction or installation of system improvements and providing for credits or reimbursements for system improvement costs incurred by a developer including interproject transfers of credits or providing for reimbursement for project improvement costs which are used or shared by more than one development project.

(c) Nothing in this chapter shall limit a municipality, county, or other governmental entity which provides water or sewer service from collecting a proportionate share of the capital cost of water or sewer facilities by way of hook-up or connection fees as a condition of water or sewer service to new or existing users, provided that the development impact fee ordinance of a municipality or county or other governmental entity that collects development impact fees pursuant to this chapter shall include a provision for credit for such hook-up or connection fees collected by the municipality or county to the extent that such hook-up or connection fee is collected to pay for system improvements. Imposition of such hook-up or connection fees by any governmental entity to pay for system improvements either existing or new shall be consistent with the capital improvement element of the comprehensive plan and shall be subject to the approval of each county, municipality, or combination thereof which appoints the governing body of such entity. The adoption, imposition, collection, and expenditure of such fees for system improvements by any governmental entity shall be subject to the same procedures applicable to the adoption, imposition, collection, and expenditure of development impact fees by a county.

(d) Nothing in this chapter shall apply to a water authority created by Act of the General Assembly, as long as such authority is not established as a political subdivision of the State of Georgia but instead acts subject to the approval of a county governing authority.

Laws 1990, p. 692, § 1; Laws 1991, p. 94, § 36; Laws 1992, p. 905, § 3.

LIBRARY REFERENCES

Zoning and Planning k382.4.

Attachment "S"

Westlaw Key Number Search: 414k382.4.
C.J.S. Zoning and Land Planning § 197.

RESEARCH REFERENCES

Encyclopedias

36 Am. Jur. Proof of Facts 3d 417, Zoning: Challenge to Imposition of Development Exactions.

NOTES OF DECISIONS

Connection fees 1

1. Connection fees

City was entitled to collect sewer connection fee from county for providing service for new county jail, without enacting impact fee ordinance that required credit against impact fees for system improvement charges embedded in other hook-up charges, under Development Impact Fee Act (DIFA); administrative agency responsible for administering DIFA interpreted statute as exempting city from impact fee ordinance, and statute itself differentiated between municipalities and counties providing their own sewer service and service provided by a water and sewer authority in applying impact fee ordinance requirement. City of Griffin v. McDaniel, 2004, 270 Ga.App. 349, 606 S.E.2d 607. Municipal Corporations 712(7); Zoning And Planning 382.4

Ga. Code Ann., § 36-71-13, GA ST § 36-71-13

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THEODORE P. MEEKER, III
E-MAIL: tmeeker@fairburn.com

TO: Mayor and City Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: March 28, 2007

RE: Education Commission

Based upon a citizen request, Council asked me to review the legal aspects of creating an education commission for the City. In my opinion, the City cannot create such a commission, as I will discuss in further detail in this memo.

A municipality has no inherent power; it may only exercise power to the extent it has been delegated authority by the state. Ga. Const. (1983), Art. IX, Sec. II, Par. II; OCGA § 36-34-1 et seq. *See* Koehler v. Massell, 229 Ga. 359, 361-362 (1972) ("Municipalities are creatures of the legislature. They possess only such powers as are expressly delegated to them by the legislature. They possess no inherent powers."). A municipality's allocations of power from the state must be strictly construed. Kemp v. City of Claxton, 269 Ga. 173, 176 (1998); H.G. Brown Family Ltd. Partnership v. City of Villa Rica, 278 Ga. 819, 819-820 (2005).

A City's powers come from three primary sources: the Georgia Constitution, Title 36 of the Georgia Code, and the City's Charter. I have also reviewed Title 20 of the Georgia Code, pertaining to Education. Based upon my review, I have found no express or implied authority for education to be one of the powers granted to Peachtree City. Stated another way, I have found no authority for the City to expend city funds in pursuit of matters pertaining to education.

I have also reviewed the information provided to the City pertaining to education commissions or councils. The Council referenced is a state-wide council established under O.C.G.A. § 20-14-2. The members of the Council are as set forth in O.C.G.A.

§ 20-14-3. The powers of the Commission are as set forth in O.C.G.A. § 20-14-8. All of the powers are vested in the State Commission. In short, I found no authority under which the City could create an education commission or which would authorize the expenditure of city funds for such purpose. More importantly, the Commission authorized under those provisions is a state-wide commission, rather than a local commission.

Therefore, it is my opinion that the City does not have the requisite authority to create an education commission.

TPM/

POSITION PAPER

Proposed Variance: 213 Huddleston Road
Timothy Powers

City Planner/ Zoning Administrator David
March 29, 2007

Situation:

Mr. Timothy Powers owns the property located at 213 Huddleston Road. The subject tract is 2.058 acres in size and is zoned LI Limited Industrial, which permits the installation of a telecommunications tower and associated tower facilities. The site is predominantly used as a vehicle storage facility for a towing service.

The site also contains an existing AirTouch telecommunications tower, which was approved on February 6, 1996. Our records indicate AirTouch leases 0.159 acres of the overall site and has constructed a 195' monopole tower and associated tower facilities. The existing tower and associated tower facilities were approved and constructed prior to the amendments to the city's Telecommunications Ordinance (adopted March 19, 1998) and do not comply with the provisions of this ordinance.

The Applicant desires to market the site in hopes of locating an additional telecommunications tower on the property. The subject tract is 235.02' in depth. The Telecommunications Ordinance stipulates that the tower and associated facilities must be located a minimum of 200' from the street right-of-way and a minimum of 50' from a non-residential property boundary. The ordinance also defines a tower facility as "towers, antennas, all accessory buildings, and tower anchors."

Because the depth of the property would not allow the construction of a tower facility without encroaching into the required setbacks, the Applicant has applied for a variance to permit this encroachment. A copy of this variance application is included as Attachment "A".

Facts:

1. The subject tract is zoned LI Limited Industrial, which permits the installation of tower facilities.
2. The property is bordered by the CSX rail line to the north, Peachtree Paint and Body to the east, Park-n-Lock Storage to the west and Huddleston Road to the south.
3. The overall site includes an existing tower facility that does not conform with the minimum setbacks identified within the current Telecommunications Ordinance.

4. The subject tract is 235.02' in depth as measured from the right-of-way of Huddleston Road.

5. Section 18-380(f) of the city's Telecommunications Tower ordinance stipulates that no tower facility shall be located "within 200 feet of a public street right-of-way" or "within 50 feet of a non-residential property line" (Attachment "B").

6. A tower facility could be located on the subject tract and meet the 200' setback requirement from the road right-of-way, but it would not comply with the 50' setback requirement from the rear property boundary (non-residential property line).

7. A tower facility could be located on the subject tract and meet the 50' setback requirement from the rear property boundary, but it would not comply with the 200' setback requirement from the road right-of-way.

8. A tower facility cannot be located on the subject tract and comply with the setback requirements identified within the city's Telecommunications Ordinance. The Applicant is seeking a variance to permit the encroachment of the tower facility within the required setbacks.

9. A copy of the portion of the Zoning Ordinance that addresses variance policies and procedures is included as Attachment "C".

Recommendation

Based on the fact the proposed tower facility would encroach into a required setback, Staff cannot recommend that the variance be approved. However, because of the fact the property abuts the CSX rail line and associated right-of-way, the tower facility could be located in such a manner that it meets the 200' setback requirement from the right-of-way of Huddleston Road. In this case, the Applicant would need a variance to the 50' setback requirement from the rear property line. Since the size of the overall equipment area at the base of the tower would determine the extent of encroachment into the 50-foot setback, the extent of variance cannot be specified at this time.

Attachments "A" – "C"

REQUEST FOR A VARIANCE
TO THE TELECOMMUNICATION TOWERS AND ANTENNAS ORDINANCE
PEACHTREE CITY

This is a request for a variance from the requirements of the Peachtree City Telecommunication Towers and Antennas Ordinance for the property located at: [illegible] Huddleston Dr

The reason this variance is being requested is as follows:
Build A CELL TOWER

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

> Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.
>
> In making a determination on a variance request, the City Council shall consider the following factors:
>
> a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
>
> b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
>
> c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

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

Name: (Please type or print) TIM POWERS
Address: 258 MATTHEWS Rd FAYETTEVILLE GA 30215
Phone: CELL 404-218-1400 HOME 770 461-4185
Signature: Timothy E. Powers

****

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

Signature: David E. Rast
Title: City Planner/Zoning Administrator
Date of Acceptance: 03-16-07
Date of Public Hearing: 04-05-07

V-2007-01

Attachment "A"

Tim Powers
200 Tiger Way
Peachtree City, GA 30269
404-218-1400

Date: March 7, 2007

Mr. David Rast
City of Peachtree City
Planning and Zoning Department
153 Willowbend Road
Peachtree City, GA 30269

To Mr. Rast:

I would like to thank you, David, for your letter of March 6th regarding my proposed cell tower site at 213 Huddleston Road. I would like to go before the City Council and ask for a variance on the public right of way issue or the nonresidential property line issue. I will be requesting a variance of approximately 20 feet. The variance request is for either a reduction of the 50 foot requirement from the back property line which is buffered by the current railroad lines or from the current 200 foot requirement from the roadway easement. I believe that the variance to reduce the 50 foot rear property line to approximately 30 feet would provide the best scenario for the public but I am open to either variance.

Please accept my request and the $300.00 fee enclosed for the application. I would also like to be placed on the City Council agenda as soon as possible regarding this matter.

Thank you for your time and consideration of this matter.

Sincerely,

Tim Powers

Tim Powers

CITY OF PEACHTREE CITY

RECN: 00083702   3/07/2007   9:02 AM
OPER: 1100 TERM: 045
REF#:

TRAN: 100.2210   ZONING & SUBDV TAX
ZONING -POWERS
ZONING & SUBDV TAX   250.00CR

TENDERED: 250.00 CASH
APPLIED: 250.00-

CHANGE: 0.00

Tim Powers
200 Tiger Way
Peachtree City, GA 30269

Date: January 19, 2007

City of Peachtree City
Planning and Zoning Department
153 Willowbend Road
Peachtree City, GA 30269

To Whom It May Concern:

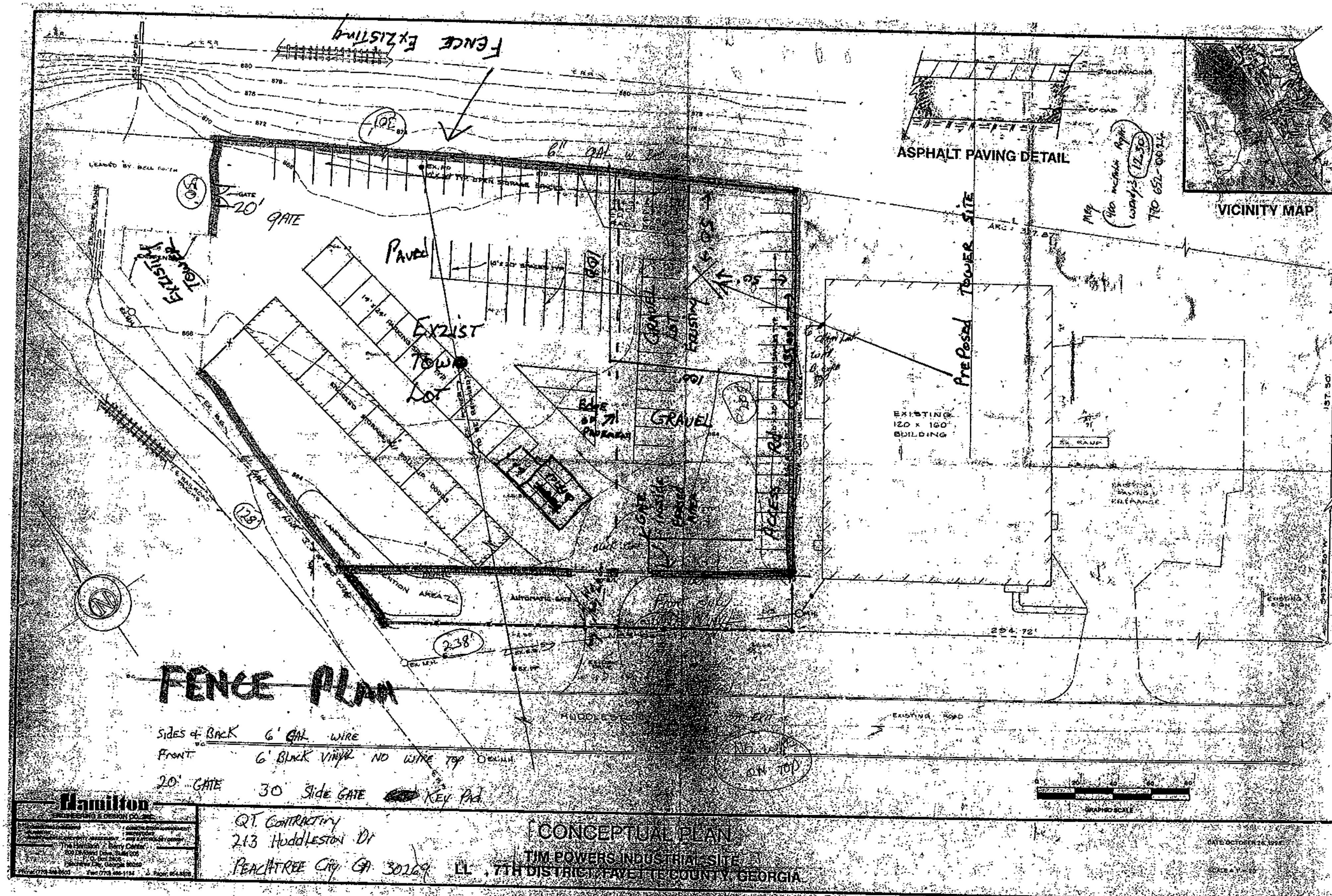
Due to the demand for a cell tower site, I would like to submit 213 Hiddleston Drive as site for another cell tower. The land is a parking lot at this time, so it would be easy to move on the lot to accommodate the city's zoning. I would also like to know the maximum height at which the tower may be built. At this time no tower is provided, so that I might lease it to the highest bidder.

Thank you for your time and consideration of this matter.

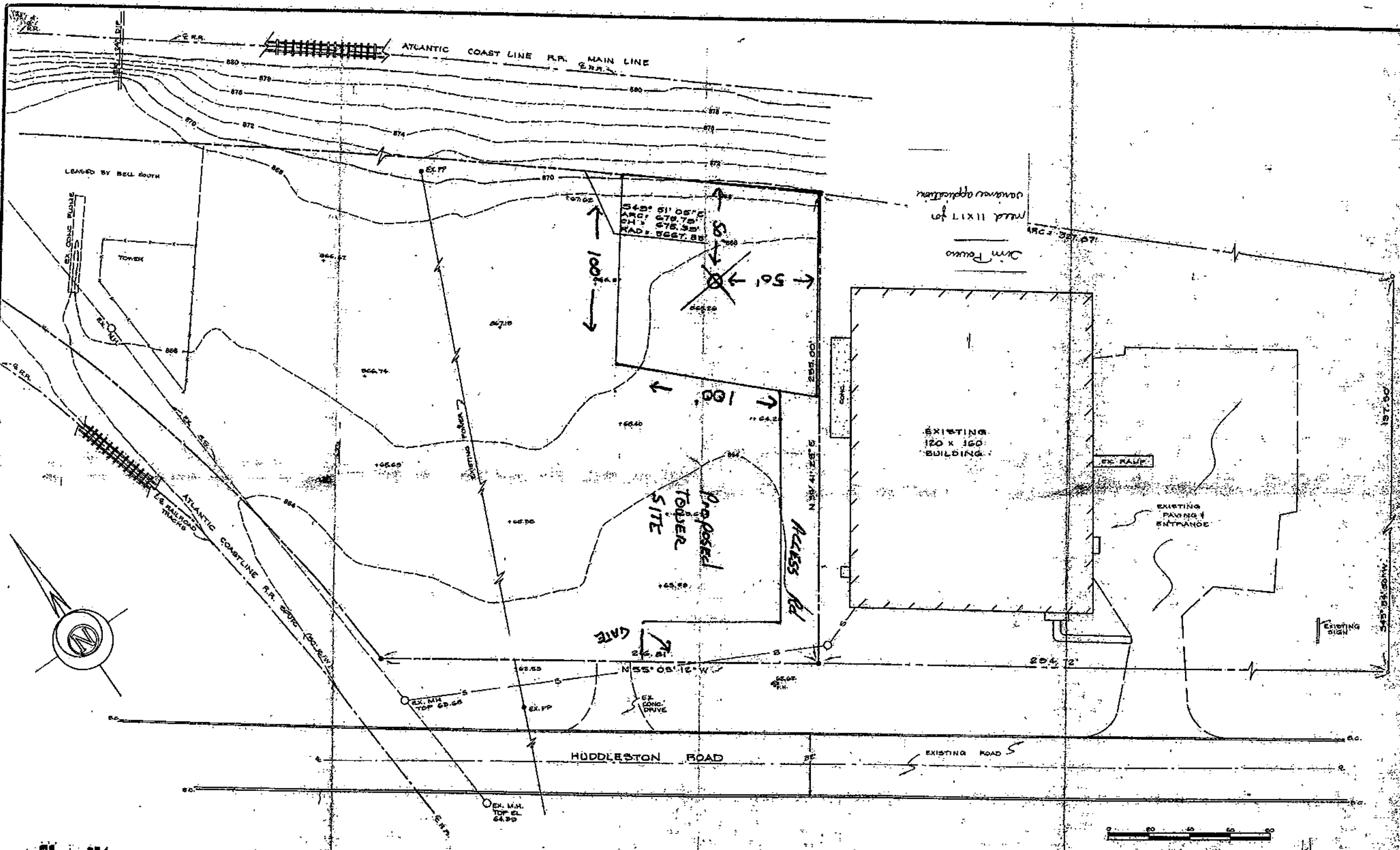
Sincerely,

Tim Powers

Tim Powers



FENCE EXISTING
6" GAL w
20' GATE
Paved
EXISTING TOWER
EXIST TOW LOT
GRAVEL LOT
EXISTING
GRAVEL
PROPOSED TOWER SITE
EXISTING 120 x 160' BUILDING
ASPHALT PAVING DETAIL
VICINITY MAP
DIVIDEND DRIVE
HUDDLESTON
EXISTING ROAD
238'
128'
301'
294.72'
157.50'
No wire on top
FENCE PLAN
Sides & Back 6' GAL wire
Front 6' Black Vinyl no wire top
20' GATE 30 Slide GATE Key Pad
Hamilton
QT Contracting
213 Huddleston Dr
Peachtree City GA 30269
CONCEPTUAL PLAN
TIM POWERS INDUSTRIAL SITE
LL , 7TH DISTRICT, FAYETTE COUNTY, GEORGIA
GRAPHIC SCALE



Hamilton
ENGINEERING & DESIGN CO., INC.

The Hamilton • Berry Center
200 Dalland Drive, Suite 205
P.O. Box 2405
Peachtree City, Georgia 30269

EXISTING TOPOGRAPHY

TIM POWERS PROPERTY
PEACHTREE CITY, GEORGIA 30269

DATE: 10/26/98

SCALE: 1" = 20'

ARTICLE XIV. TELECOMMUNICATION TOWERS AND ANTENNAS*

***Editor's note:** Art. XIV was formerly numbered as Art. XI.

Cross references: Community antenna television systems, ch. 26.

Sec. 18-376. Purpose.

The purpose of this article is to establish minimum guidelines for the siting of telecommunication towers and antennas, to advocate the joint use of new and existing tower sites, and to help provide telecommunication services to the community effectively and efficiently. The guidelines in this article are designed to configure towers and antennas in a way that, while conforming to the mandates of federal law, minimizes the potential adverse impact they may have on nearby properties by locating them in nonresidential areas and to discourage their proliferation throughout the city.

(Ord. No. 691, § 5-183, 3-19-1998)

Sec. 18-377. Definitions.

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

Antenna means any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electro-magnetic waves.

Building official means the building official of the City of Peachtree City.

City planner means the city planner of the City of Peachtree City.

Code enforcement officer means the code enforcement officer of the City of Peachtree City.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from ground level to the highest point on the tower or other structure, even if the highest point is an antenna.

Preexisting towers and antennas means any tower or antenna for which a permit has been properly issued prior to March 19, 1998.

Tower means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or mono-pole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like.

Tower facilities means towers, antennas, all accessory buildings, and tower anchors.

(Ord. No. 691, § 5-184, 3-19-1998)

Cross references: Definitions generally, § 1-2.

Sec. 18-378. Applicability.

(a) All towers and antennas erected within the city shall comply with the requirements of this article; except that this article shall not govern any tower or antenna that is owned and operated by a federally licensed amateur radio or citizen band radio operator, or any antenna that is used exclusively for receive-only purposes.

(b) Preexisting towers and antennas shall not be required to meet the requirements of this article, except for those requirements specified in section 18-380(c), (d), and in section 18-381.

(Ord. No. 691, § 5-185, 3-19-1998)

Sec. 18-379. Application.

(a) All applications for the installation of towers and antennas must be prepared, reviewed, approved and implemented in accordance with the city's established site plan review process.

(b) All information in an application of a technical nature must be certified by a professional in the appropriate field who is licensed to practice in the state.

(c) The owner or agent of the owner of the property on which a tower or antenna is proposed to be located must sign the application along with the representative of the company that owns the tower or antenna.

(d) Any application submitted for approval must meet all the requirements outlined in section 18-380.

(e) The city shall consider the following factors in determining whether to approve an application:

    (1) Height of the proposed tower, including consideration of the proposed structure's distance from the runway surface at Peachtree City-Falcon Field Airport and the potential for such structure penetrating any protected associated airspace;

    (2) Proximity of the tower to residential areas;

    (3) Nature of uses on adjacent and nearby properties;

    (4) Surrounding topography;

    (5) Surrounding tree coverage and existing vegetation;

    (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness; and

    (7) Proposed ingress and egress.

(f) In granting its approval, the city, through the council or its designee, may impose special conditions it feels are necessary to minimize the adverse effect of a proposed tower or antenna on adjoining property.

(g) No new tower shall be permitted unless the applicant demonstrates to the satisfaction of the city that no existing tower nor any towers in the approval process can accommodate the applicant's proposed antenna. All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts. Evidence submitted to demonstrate that no existing tower or structure can accommodate the proposed antenna shall consist of one or more of the following:

(1) That no existing towers or suitable alternative tower structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.

(2) That existing towers or structures are not of sufficient height to meet the applicant's engineering requirements.

(3) That existing towers or structures do not have sufficient structural strength to support the applicant's antenna and related equipment.

(4) That the applicant's proposed antenna would cause electro-magnetic interference with the antennas on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

(5) That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing exceed the cost of new tower development.

(6) That the applicant adequately demonstrates that there are other limiting factors that render existing towers and structures unsuitable, other than economic reasons.

(h) If it is determined that the applicant cannot feasibly locate an antenna on an existing tower, the applicant must then demonstrate that the proposed new tower is designed so that it can accommodate as many additional antennas as possible. No single-purpose towers will be permitted unless conclusive proof can be submitted that there is no other feasible alternative.

(Ord. No. 691, § 5-186, 3-19-1998)

Sec. 18-380. Requirements.

(a) Towers and antennas may be considered to be either principal or accessory uses on a particular zoning lot. For purposes of locating a tower or antenna on a particular lot, the dimensions of the entire lot shall control, even though the tower or antenna may be located on a leased parcel within the overall lot.

(b) Towers and antennas shall not be located on any zoning lot that is determined to be nonconforming, or on any zoning lot on which there exists a nonconforming use.

(c) All towers and antennas must comply with current standards or regulations of the FAA, the FCC, or any other agency of the federal government with the authority to regulate such towers or antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this article shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense and shall result in appropriate action by the code enforcement officer.

(d) All towers and antennas must comply with all current building and electrical codes which have been adopted by the city, as well as the applicable standards of the Electronic Industries Association, as amended. If upon inspection the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, upon notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance with such standards, appropriate action will be taken by the code enforcement officer.

(e) Towers and antennas should not exceed 350 feet in height and may be located only within the following zoning districts without a special variance as provided in section 18-382:

(1) AR agricultural reserve;

(2) OS open space;

(3) LI limited industrial; and

(4) GI general industrial.

(f) In addition, no tower facilities shall be located in the following areas:

(1) Within 200 feet of a residential property line, or a distance equal to the height of the tower and its antennas, whichever is the greater distance from the residential property line;

(2) Within 200 feet of a public street right-of-way line; and

(3) Within 50 feet of a nonresidential property line.

(g) All tower facilities, except for tower anchors, shall be secured by an appropriate fence or wall that is designed and installed in accordance with section 18-337 et seq. of this chapter.

(h) All tower facilities shall be appropriately landscaped in accordance with the city's landscaping ordinance, appendix B, section 1101 et seq. Existing vegetation on the site shall be preserved as much as possible.

(i) All tower facilities shall be separated from adjoining residential property by a suitable buffer consisting of a fence or wall at least six feet in height, or by a planting screen at least six feet in height at the time it is planted. It is intended that the required buffer at least provide a reasonable visual separation between the residential property and the lower portions of the tower facilities.

(j) Towers and antennas shall not be lighted in any way except as may be required by the FAA, the airport authority, or the city for purposes of public safety; nor shall any tower or antenna contain any signage.

(Ord. No. 691, § 5-187, 3-19-1998)

Sec. 18-381. Tower certification.

(a) An annual tower certification shall be required for any tower or antenna in the city, including those legally in use on the effective date of this article. Certification shall be submitted to the city planner and shall be signed and notarized by the tower owner or his authorized representative by January 31 each year.

(b) A tower certification shall consist of a current description of the tower's location, height, physical condition, antennas, support facilities and other important characteristics specified by the city.

(c) Any towers or antennas, including preexisting towers and antennas, that are not in use for a continuous period of 12 months shall be considered abandoned. The owner of such antenna or tower shall remove the tower within 90 days of receipt of notice from the city officially notifying the owner of such abandonment. If such antenna or tower is not removed within the 90-day period, the code enforcement officer shall take appropriate enforcement action.

(d) If there are two or more authorized users of a single tower, a tower shall not be considered abandoned until all authorized users cease using the tower.

(Ord. No. 691, § 5-188, 3-19-1998)

Sec. 18-382. Variances.

Each telecommunication tower or antenna shall comply with the provisions of this chapter, unless a written request is filed and approved to waive this requirement. All variance procedures shall be held in strict conformance with the procedures for variances as set forth in article XII, section 1202.2 of the city's zoning ordinance. Under no circumstances shall a variance be granted to allow a tower or antenna to be located within an established residential area.

(Ord. No. 691, § 5-189, 3-19-1998; Ord. No. 879, 3-16-2006)

Sec. 1302. Variance.

The purpose of this section [article] is to authorize variances from the terms of this ordinance as will not be contrary to the public interest so that the spirit of this ordinance shall be observed, public safety and welfare secured, and substantial justice done. An application for a variance may be submitted only by the owner of the property for which a variance is desired, or his authorized agent.

(a) Variance applications shall be filed with the city planner on forms provided by the city planner.

(b) Any communication relative to a variance request will be regarded as information only until a proper application is made in the form required.

(c) An application fee shall accompany each variance application. The fee shall be as established by the city council under the city's fee schedule and as maintained by the city clerk.

(d) Upon receiving an application, the city planner shall schedule a public hearing on the request before the city council within 45 days after receipt.

(e) A sign displaying the hearing date and the nature of the hearing shall be placed in a conspicuous location on the property not less than 15 days prior to the hearing date.

(f) A notice of the public hearing date and the nature of the hearing shall be published in the newspaper of general circulation which serves as the legal organ for the city. The newspaper notice shall appear at least 15 days prior to the hearing date.

(g) At the public hearing before the city council, the applicant may appear in person or be represented by an agent or attorney.

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

In making a determination on a variance request, the city council shall consider the following factors:

a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;

b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and

c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this ordinance.

(Ord. No. 435, 6-4-87; Ord. No. 451, 2-4-1988; Ord. No. 590, 11-19-1992; Ord. No. 619, 7-7-1994; Ord. No. 724, 11-4-99; Ord. No. 725, 11-4-99; Ord. No. 880, 3-16-2006)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Development Services Director** **City Planner**
FROM:	**City Engineer**
DATE:	**March 30, 2007**
SUBJECT:	**Discussion on Rockaway Road Realignment**

Discussion:

According to our records, the realignment of Rockaway Road started in 1992 as it was mentioned in the 1992 Comprehensive Plan as a future project. The project started in concept at the Georgia Department of Transportation (GDOT) back in 1996 (See attached concept report meeting minutes on page 28 where they discuss Rockaway). The proposed location in 1996 was going to intersect State Route 74 (SR 74) 520 ft north of where it is today (See attached map). This is only about 300 ft south from the proposed alignment with Holly Grove Road.

Based on our review of the concept report and drawings, the location chosen in 1996 was logical. Wilshire did not exist and there was no other road nearby to connect to. The GDOT did not want to go south with the alignment because anytime they have to go through a ball field/recreation area it is a significant permitting issue for them. Also, Redwine Road was over 2,600 ft away and there would have been no need to go that distance to solve the alignment problem with this intersection.

Holly Grove Road was not extended to SR 74 until 2000 according to the final plat. Sometime in-between the original GDOT concept (1996) and when Holly Grove Road was built, the proposed alignment was shifted to intersect with Holly Grove Road. This was due to the fact that there would be significant traffic issues with two intersections so close together.

There have been a number of Transportation Plans and Thoroughfare Plans through the years. It appears the realignment of Rockaway Road was first identified in the 1996 Thoroughfare Plan. At that time, the extension of Holly Grove Road was also identified as a new road and as a Village Collector. Up until that time, Holly Grove Road terminated in a dead end just beyond the Rubicon subdivision entrance. The road construction through the Black Property (Wilshire

Estates) was not possible because of litigation. In that same plan, the realignment of Rockaway Road was identified within the 'proposed intersection improvements' section.

The 15.81-acre retail component of the Black property was rezoned on May, 2000. As a part of that rezoning, the Applicant was required to connect Holly Grove Road from Robinson Road to SR 74 prior to the occupancy of the first business in the center. The remainder of the site was already zoned R-12. The reason the motion included "from Holly Grove Road to SR 74" was because there was a +/- 500' section of road that was not on the Black property, and staff felt this section of road should be constructed by the Applicant. According to the Planning Commission minutes, Jim Williams stated "the City had little authority to require off-site improvements during a site plan review. However, with a rezoning the City had a little more latitude; and Staff felt this needed to be a primary condition of approval." The construction plans for the Holly Grove Road extension (Rubicon to SR 74) were approved on August 17, 2000.

In 2001, Marvin Isenberg submitted a rezoning request for the Stephens tract. This development would have included retail and commercial uses adjacent to SR 74 and single-family detached residential on the rear of the property. The Applicant was also planning to realign Rockaway Road at his expense to the new signalized SR 74/ Holly Grove Road intersection. This request was denied on November 21, 2002.

The City included the realignment of Rockaway Road in the SPLOST plan and had a consultant selected to design the road in October of 2005. Once we found out GDOT was expediting Phase 2 of the SR 74 South widening project and had planned to design and construct this realignment themselves, we presented this to Council and they agreed to delay funding and allow GDOT to acquire ROW, design and construct the road. Staff's understanding is that GDOT has agreed to do this at the beginning of the SR 74 widening project as opposed to at the end.

The extension of Rockaway Road to Redwine Road is identified as a long range project in our 2007 Transportation Plan in the 2015-2025 range. The City will have to keep track of traffic in this area and continue to coordinate with the DOT to see if this project is warranted in the future. A significant portion of this extension would currently be outside City limits in unincorporated Fayette County.

<u>Budget Impact:</u>

There is no budget impact for this item.

Attachments

cc: City Engineer's File

Aster Ridge Tr
Foxglove Ct
Shady Creek Ln
Holly Brook Ln
Redwine Rd
Holly Springs Dr
Skipping Rock Ln
Grand Prarie Chase
Twin Bridge Ln
Holly Grove Rd
Lavender Oasis
Overlook
Cascade
Glen Ct
Fountain
Shale
Terrace
Holly Grove Extension Built in 2000
Fayette Co Animal Shelter
Hwy 74 S
2005 Approximate Alignment of Rockaway Road
1996 Approximate Alignment of Rockaway Road
Rockaway Rd
Jim Meads Memorial Park

ORIGINAL TO GENERAL FILES

D.O.T. 66

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE STP-209-1(2)/BHF-209-1(3) Fayette County
P.I. Nos. 322355/322357

OFFICE Preconstruction

DATE April 11, 1996

CWHutto

FROM C. Wayne Hutto, Assistant Director of Preconstruction

TO SEE DISTRIBUTION

SUBJECT PROJECT CONCEPT REPORT APPROVAL

RECEIVED APR 1996 OFFICE OF PROGRAMMING

Attached for your files is the approval for subject project.

CWH/cj

Attachment

DISTRIBUTION:

Walker Scott
Bobby Mustin
David Studstill (ATTN: Harvey Keepler)
Jerry Hobbs
Herman Griffin
Darrell Elwell (ATTN: Michael Henry)
Marion Waters
Toni Dunagan
Paul Liles
Jim Kennerly
Joe Street

4,234,000

11,218,000
1,000,000
12,218,000

ADMIN
DEV PBM
MGT
SCHED
Robn 4/23/96

F499 LR C

this is the conce for the differen limits

Note R/W ↓ & CST ↑

How is the $752,000 to be handled?

b.o.t. 66

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE	STP-209-1(2)/BHF-209-1(3) Fayette County P.I. Nos. 322355/322357	**OFFICE**	Preconstruction
	Walker W. Scott	**DATE**	March 11, 1996
FROM	Walker W. Scott, P.E., Director of Preconstruction		
TO	Wayne Shackelford, Commissioner		

SUBJECT PROJECT CONCEPT REPORT

These combined projects consist of the widening and reconstruction of SR 74 from SR 85 northwesterly to 2.98km south of Crosstown Road. The total length of the projects is 4.91km. The existing roadway consists of two, 3.6m lanes with 1.22m rural shoulders on 30.5m of existing right-of-way. The major structure is a 42.6m x 7.9m bridge over Flat Creek with a sufficiency rating of 52.0. This project in conjunction with project STP-209-1(1) Fayette County, will provide a multi-lane facility from SR 85 north to I-85. The base year traffic (1998) is 14,500 VPD and the design year traffic (2018) is 23,200 VPD. The design speed is 90km/h. I recommend the posted speed be 70km/h (45 MPH).

Project STP-20901(2) will widen SR 74 between the above termini to four, 3.6m lanes with a 6.1m raised median with 3.0m paved shoulders on 46.0m of proposed right-of-way. The northern terminus has been revised to end at a point 2.98km south of Crosstown Road. Vertical alignments will be corrected to meet the design speed. Traffic will be maintained on the existing roadway during construction.

Project BHF-209-1(3) will construct a new bridge over Flat Creek just north of the existing structure. Project STP-209-1(2) proposes to relocate SR 74 just north of its present location near Flat Creek. Peachtree City has requested a longer bridge to place a multi-use path under it. I recommend Peachtree City agree to provide this additional $752,000 before design begins or path will not be included in the bridge plans.

Environmental concerns include requiring a COE 404 permit; an Environmental Assessment will be prepared; possible involvement with 10 historic sites; an ecology survey is required; a public hearing will be held; time saving procedures are not appropriate.

March 11, 1996
STP-209-1(2)/BHF-209-1(3) Fayette

The estimated costs for these project are:

322355 STP-209-1(2)

	PROPOSED	APPROVED	PROG DATE	LET DATE
Construction (includes E&C and inflation)	$5,072,000	$8,357,000	LR	LR
Right-of-Way	$6,980,000	$3,851,000		
Utilities*				

322357 BHF-209-1(1)

Construction (includes E&C and inflation)	$623,000	$800,000	LR	LR
Right-of-Way				
Utilities*				

*LGPA to be sent.

Peachtree City has requested that the bridge over Flat Creek be constructed to incorporate the use of their multi-use path system. The current additional project cost associated with this request is $568,000, and with 5 years inflation, this cost will increase to $752,000.

The proposed projects will improve safety and capacity along SR 74. These projects are in the STIP. I recommend this project concept be approved.

WWS:JDQ/cj

Attachment

CONCUR Frank L Danchetz
Frank L. Danchetz, P.E., Chief Engineer

APPROVE Wayne Shackelford
Wayne Shackelford, Commissioner

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

RECEIVED
JAN 3 0 1996
PRECONSTRUCTION

FILE STP-209-1(2) Fayette County
P.I. No. 322355

OFFICE Atlanta, GA

DATE January 24, 1996

FROM James A. Kennerly, State Road & Airport Design Engineer HLA

TO Wayne Hutto, Assistant Director of Preconstruction

SUBJECT **PROJECT CONCEPT REPORT**

Attached is the Project Concept Report for your review and further handling. This project is for the proposed widening and reconstruction of State Route 74 from State Route 85 extending northwesterly to approximately 2.98 km (1.85 miles) south of Crosstown Drive.

JAK:MGR:csl

Attachment

xc: Walker Scott
David Studstill, w/att
Marion Waters, w/att
Joe Street , w/att
Toni Dunagan, w/att
Bobby Mustin, w/att
Paul Liles, w/att

QUALITY 1

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
OFFICE OF ROAD AND AIRPORT DESIGN

PROJECT CONCEPT REPORT

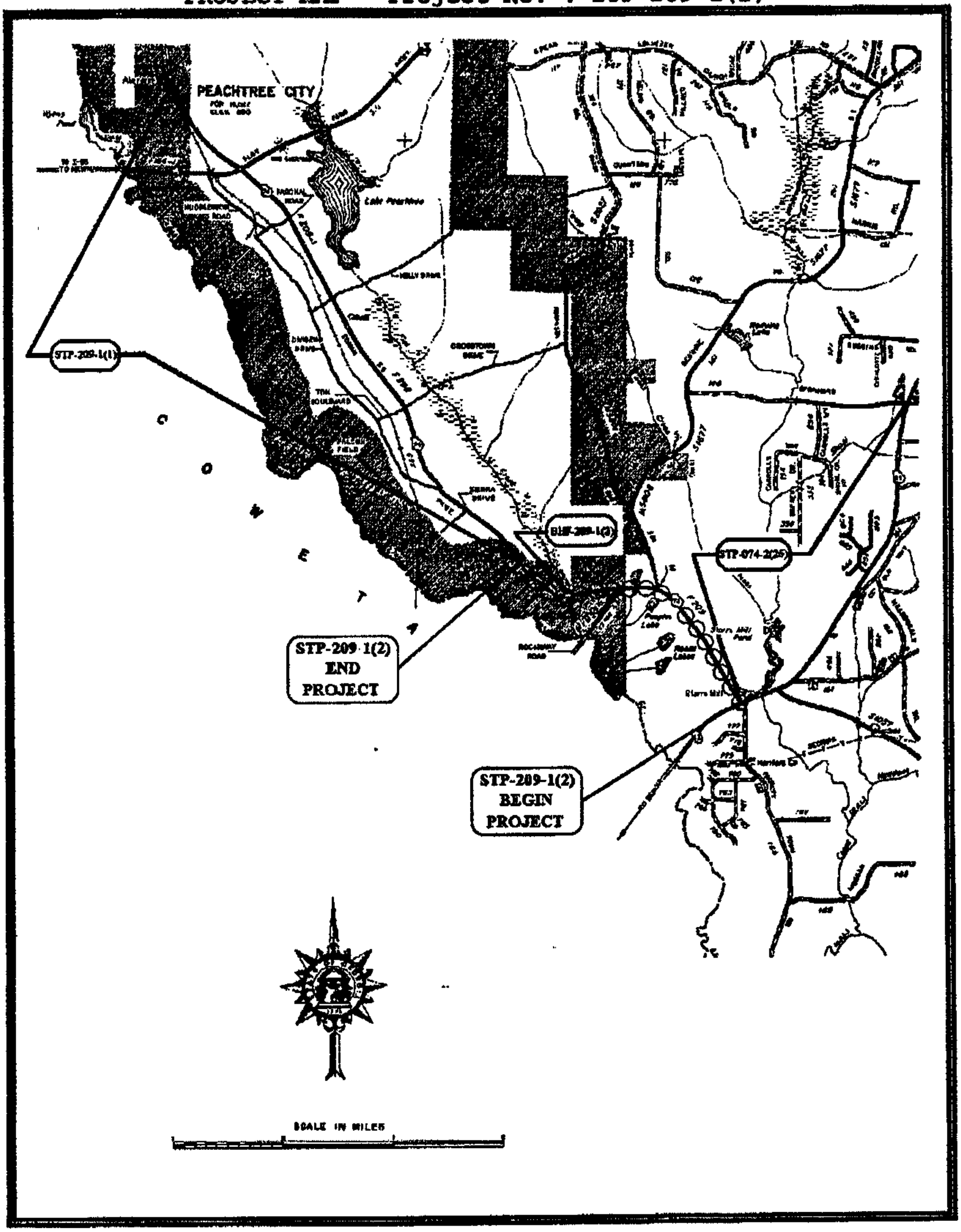
STP-209-1(2)
FAYETTE COUNTY
P.I. NO. 322355

FEDERAL ROUTE NO: N/A
STATE ROUTE NO: S.R. 74
GADOT P.I. NO: 322355

Date of Report: January 24, 1996

RECOMMENDATION FOR APPROVAL	
1-26-96 DATE	State Road & Airport Design Engineer
DATE	State Environmental Engineer
DATE	State Traffic Operations Engineer
DATE	District Engineer
DATE	State Bridge Engineer
DATE	State Project Review Engineer

PROJECT MAP - Project No. : STP-209-1(2)



PROJECT NUMBER: STP-209-1(2)

PROJECT LOCATION & DESCRIPTION
This roadway project consists of the widening and reconstruction of S.R. 74 from S.R. 85 extending northwesterly to approximately 2.98 km (1.85 miles) south of Crosstown Drive. This project is located entirely in Fayette County. The proposed Project Concept Report recommends widening from the existing 2-lane roadway to a 4-lane roadway with a 6.10 m (20 ft.) raised median. PROJECT LENGTH: 4.91 km (3.05 miles)

TRAFFIC			
CURRENT		**PROJECTED**	
YEAR	AADT	YEAR	AADT
1998	14,500	2018	23,200

PDP CLASSIFICATION	**FUNCTIONAL CLASSIFICATION**
MAJOR WIDENING	URBAN PRINCIPAL ARTERIAL

NON-CA ( )	**CA ( )**	**EXEMPT (X)**	**N/A ( )**

PROJECT NEED & PURPOSE
Peachtree City, a planned development community in Fayette County, is emerging as one of the fastest growing areas in the county. State Route 74 is a major north-south corridor through the western portion of Peachtree City. State Route 74 provides access to I-85 from west Fayette County. Existing traffic volumes (1995) range from 7,500 to 8,700 VPD. Projected traffic volumes (2018) range from 17,000 to 22,500 VPD. Improvements are needed to improve the capacity and safety of this facility. The proposed projects will enhance the safety and the mobility for the users of State Route 74 and are part of local plans and objectives.

EXISTING ROADWAY

TYPICAL SECTION: 2 - 3.6 M (12 FT.) LANES WITH 1.22 M (4 FT.) PAVED SHOULDERS.

R/W WIDTH

100 FT

POSTED SPEED	MINIMUM RADIUS	MAXIMUM GRADE
90 KPH (55 MPH)	235 M	UNKNOWN

MAJOR STRUCTURES:

1. 2-LANE BRIDGE OVER FLAT CREEK TO POSSIBLY BE RETAINED AND USED BY PEACHTREE CITY AS MULTI-USE PATH.

PROPOSED ROADWAY

TYPICAL SECTION: 4 - 3.6 M (12 FT.) LANES WITH A 6.1 M (20 FT.) RAISED MEDIAN WITH 3.0 M (10 FT.) PAVED SHOULDERS.

DESIGN SPEED	MINIMUM RADIUS		MAX GRADE	
~~90 KPH (55 MPH~~) 70 KPH (45 MPH)	ALLOWABLE:	305 M	ALLOWABLE:	6.00 %
	PROPOSED:	320 M	PROPOSED:	5.00 %

MAJOR STRUCTURES:

1. 4-LANE BRIDGE WITH 6.1 M (20 FT.) MEDIAN AND 3.0 M (10 FT.) PAVED SHOULDERS OVER FLAT CREEK, PROJECT NO. BHF-209-1(3), TO REPLACE EXISTING 2-LANE BRIDGE.

PROPOSED RIGHT OF WAY

R/W WIDTH: 46 M (150 FT.)

DISPLACEMENTS:

RESIDENTIAL: 1

COMMERCIAL, OUTBUILDINGS, & FENCING: 1

TYPE OF ACCESS CONTROL: BY PERMIT

NUMBER OF PARCELS: 40

COORDINATION

CONCEPT TEAM MEETING DATE: AUGUST 23,1995

LOCATION INSPECTION DATE: TO BE HELD LATER

PERMITS REQUIRED (COE-404, etc.): TO BE DETERMINED

LEVEL OF PUBLIC INVOLVEMENT: PUBLIC HEARING TO BE HELD

TIME SAVING PROCEDURES APPROPRIATE: NO

OTHER PROJECT IN THE AREA: STP-209-1(1),FAYETTE JOINS TO THE NORTH; BHF-209-1(3),FAYETTE REPRESENTS THE BRIDGE OVER FLAT CREEK ON STATE ROUTE 74; STP-074-2(25),FAYETTE EXTENDS ALONG STATE ROUTE 85 FROM STATE ROUTE 74 TO BERNHARD ROAD.

MISCELLANEOUS

TRAFFIC CONTROL DURING CONSTRUCTION: WIDEN UNDER TRAFFIC

LEVEL OF ENVIRONMENTAL ANALYSIS: ENVIRONMENTAL ASSESSMENT

DESIGN EXCEPTIONS REQUIRED:

	YES	NO	UNDETERMINED
SUBST. HORIZONTAL ALIGNMENT	( )	(X)	( )
SUBST. ROADWAY WIDTH	( )	(X)	( )
SUBST. SHOULDER WIDTH	( )	(X)	( )
SUBST. VERTICAL GRADES	( )	( )	(X)
SUBST. CROSS SLOPES	( )	(X)	( )
SUBST. STOPPING SIGHT DIST.	( )	(X)	( )
SUBST. SUPERELEVATION RATES	( )	(X)	( )
SUBST. HORIZONTAL CLEARANCE	( )	(X)	( )
SUBST. SPEED DESIGN	( )	(X)	( )
SUBST. VERTICAL CLEARANCE	( )	(X)	( )
SUBST. BRIDGE WIDTH	( )	(X)	( )
SUBST. BR. STRUCTURE CAPACITY	( )	(X)	( )

UNDERGROUND STORAGE TANKS: 1 POTENTIAL SITE

HAZARDOUS SITES: 1 POTENTIAL SITE

ALTERNATIVES CONSIDERED
1. NO BUILD

ESTIMATED COST			
CONSTRUCTION:	$ 4,141,440	RIGHT-OF-WAY:	$6,980,000
E & C (10) :	$ 414,144	ACQUIRED BY :	D.O.T
INFLATION :	$ 1,138,896	UTILITIES :	LGPA*
		ADJUSTED BY :	LGPA*
TOTAL CONSTRUCTION COST:		$5,694,480	

* No LGPA has been signed by Fayette County.

COMMENTS: Peachtree City has requested that the bridge over Flat Creek, BHF-209-1(3), be constructed to incorporate the use of their multi-use path system. This additional construction would allow for a 3.66 m (12 ft) path to be built underneath the north-western section of the proposed bridge. The cost to construct this multi-use path crossing results in an additional $387,660 to accommodate for the additional required bridge length, and $180,000 for additional borrow material. Based on these combined costs, the total cost to construct the multi-use path crossing equals $567,660.

Padgett Town Road is being re-aligned to align with State Route 74 at State Route 85 under project STP-074-2(25).

ATTACHMENTS: COST ESTIMATE, TYPICAL SECTIONS, MINUTES OF TEAM CONCEPT MEETING, R.O.W. COST ESTIMATE, NEED AND PURPOSE STATEMENT, AND PROGRAMMING AUTHORIZATION DOCUMENT.

PRELIMINARY COST ESTIMATE

PROJECT NUMBER: STP-209-1(2), Fayette County

DATE: DECEMBER 19,1995

ESTIMATED LETTING DATE: LONG RANGE

PREPARED BY: C. SHAWN LUTON

PROJECT LENGTH: 4.91 KM (3.05 MILES)

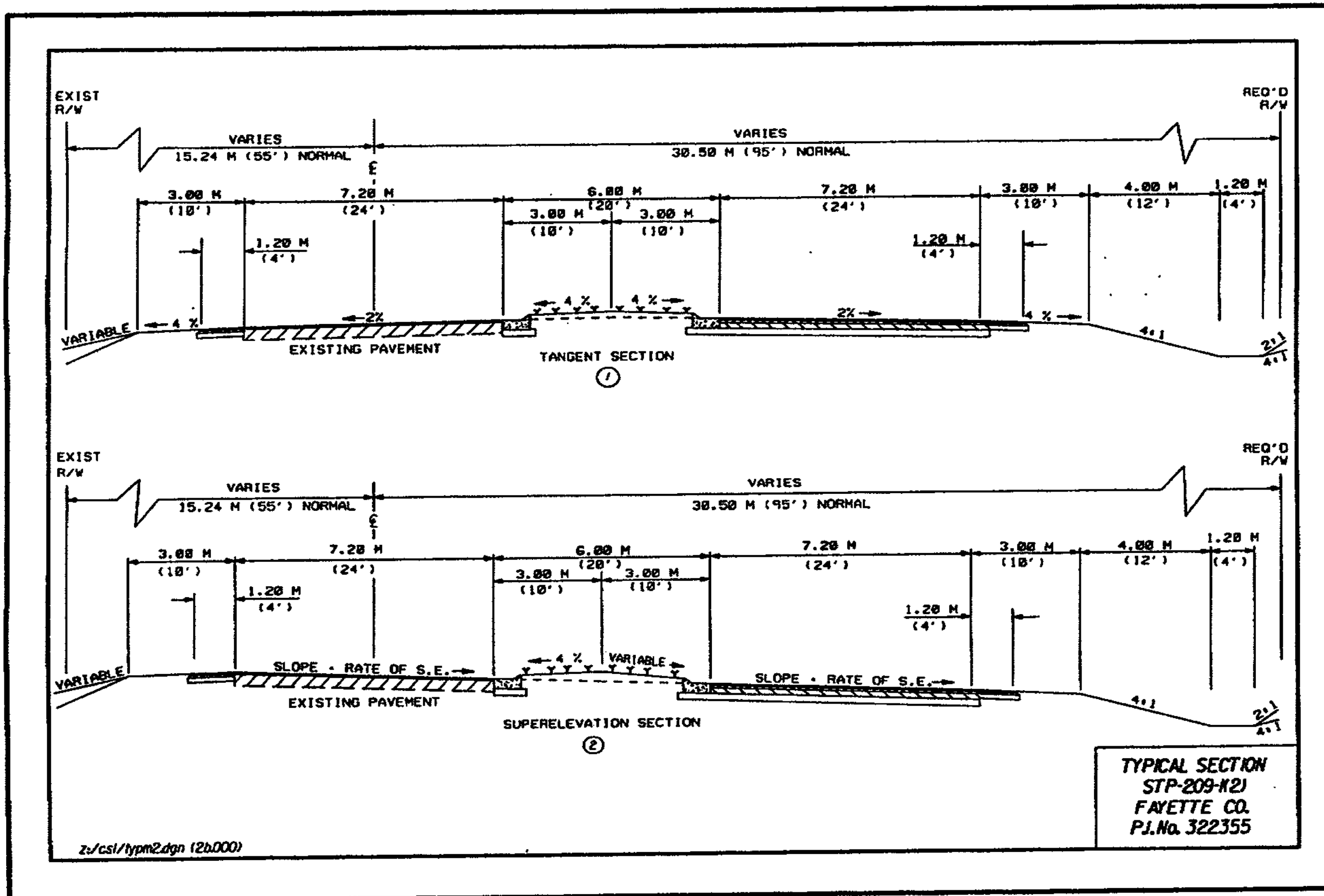
( )PROGRAMMING PROCESS (X)CONCEPT DEVELOPMENT ( )DURING PROJECT DEV.

PROJECT COST	
A. RIGHT-TO-WAY:	
1. PROPERTY (LAND)	$ 3,684,000
2. IMPROVEMENTS IMPACTED: a. Residential = 1, b. Commercial, outbuildings, & fencing = 1	$ 101,000
3. RELOCATION	$ 22,000
4. CONSEQUENTIAL DAMAGES	$ 44,000
5. OTHER COST (ADMINISTRATION/COURT, INFLATION)	$ 3,129,000
SUBTOTAL: A	$ 6,980,000
B. REIMBURSABLE UTILITIES:	
1. SERVICES	
a. 20" water line on private esmt. $ 514,000	
b. Georgia Utility - Sewer $ 65,900	
c. Coweta-Fayette E.M.C. $ 70,000	
d. Georgia Power may have prior rights.	
SUBTOTAL: B	LGPA*
* No LGPA has been signed by Fayette County	

PROJECT COST		
C. NON-REIMBURSABLE UTILITIES:		
1. Atlanta Gas	$ 602,000	
2. Coweta-Fayette E.M.C.	$ 205,000	
3. Telephone	$ 69,700	
	SUBTOTAL: C	$ 0
D. CONSTRUCTION:		
1. MAJOR STRUCTURES		
a. BRIDGE, BHF-209-1(3), OVER FLAT CREEK		$ 622,440*
	SUBTOTAL: D-1	$ 622,440*
* This price does not include any provision for the multi-use cart path.		
2. GRADING AND DRAINAGE:		
a. EARTHWORK - BORROW EXCAVATION (100,000 CY x $3/CY)		$ 300,000
b. EARTHWORK - UNCLASSIFIED EXCAVATION (50,000 CY x $3.50/CY)		$ 175,000
c. DRAINAGE:		
1) Cross Drain Pipe		$ 202,500
2) Curb and Gutter		$ 224,000
	SUBTOTAL: D-2	$ 901,500
3. BASE AND PAVING:		
a. GRADED AGGREGATE BASE, INCL. MATERIAL (40,000 TONS x $13/TON)		$ 520,000
b. GRADED AGGREGATE BASE, 6 IN. (13,000 SY x $6/SY)		$ 78,000
c. ASPHALT PAVING:		
1) Asph. Conc. "E" (8,000 TONS x $35/TON)		$ 280,000
2) Asph. Conc. "B" (7,500 TONS x $35/TON)		$ 262,500
3) Asph. Conc. Base (9,000 TONS x $35/TON)		$ 315,000
	SUBTOTAL: D-3.c	$ 857,500

PROJECT COST	
d. ASPHALT LEVELING (4,000 TONS x $35/TON)	$ 140,000
e. BITUMINOUS TACK COAT (5,000 GAL. x $1/GAL)	$ 5,000
f. OTHER (CONCRETE MEDIAN, IND. RUMBLE STRIPS)	$ 89,500
SUBTOTAL: D-3	$ 1,690,000
4. LUMP ITEMS:	
a. TRAFFIC CONTROL	$ 100,000
b. CLEARING AND GRUBBING	$ 120,000
c. LANDSCAPING (GRASSING)	$ 35,000
d. EROSION CONTROL	$ 65,000
e. DETOURS	$ 75,000
SUBTOTAL: D-4	$ 395,000
5. MISCELLANEOUS:	
a. SIGNING & MARKING	$ 67,500
b. GUARDRAIL	$ 100,000
c. OTHER:	
1) Temporary barrier - method 2	$ 30,000
2) Field engineer's office, type 2	$ 25,000
3) 4 in. conduit w/ innerduct	$ 260,000
SUBTOTAL: D-5	$ 482,500
6. SPECIAL FEATURES SUBTOTAL: D-6	$ 50,000

ESTIMATE SUMMARY		
A. RIGHT-OF-WAY	$	6,980,000
B. REIMBURSABLE UTILITIES	$	0
C. NON-REIMBURSABLE UTILITIES	$	0
D. CONSTRUCTION		
1. MAJOR STRUCTURES	$ 622,440	
2. GRADING AND DRAINAGE	$ 901,500	
3. BASE AND PAVING	$ 1,690,000	
4. LUMP ITEMS	$ 395,000	
5. MISCELLANEOUS	$ 482,500	
6. SPECIAL FEATURES	$ 50,000	
SUBTOTAL CONSTRUCTION COST	$ 4,141,440	
E. & C. (10%)	$ 414,144	
INFLATION (5% PER YEAR)	$ 1,138,896	
NUMBER OF YEARS 5		
TOTAL CONSTRUCTION COST	$	**5,694,480**
GRAND TOTAL PROJECT COST	$	**12,674,480**



EXIST R/W
REQ'D R/W
VARIES
15.24 M (55') NORMAL
VARIES
30.50 M (95') NORMAL
3.00 M (10')
7.20 M (24')
6.00 M (20')
3.00 M (10')
3.00 M (10')
7.20 M (24')
3.00 M (10')
4.00 M (12')
1.20 M (4')
1.20 M (4')
1.20 M (4')
VARIABLE
4 %
2%
4 %
4 %
2%
4 %
4:1
2:1
4:1
EXISTING PAVEMENT
TANGENT SECTION
1
SLOPE - RATE OF S.E.
4 %
VARIABLE
SLOPE - RATE OF S.E.
SUPERELEVATION SECTION
2
TYPICAL SECTION
STP-209-1(2)
FAYETTE CO.
P.I. No. 322355
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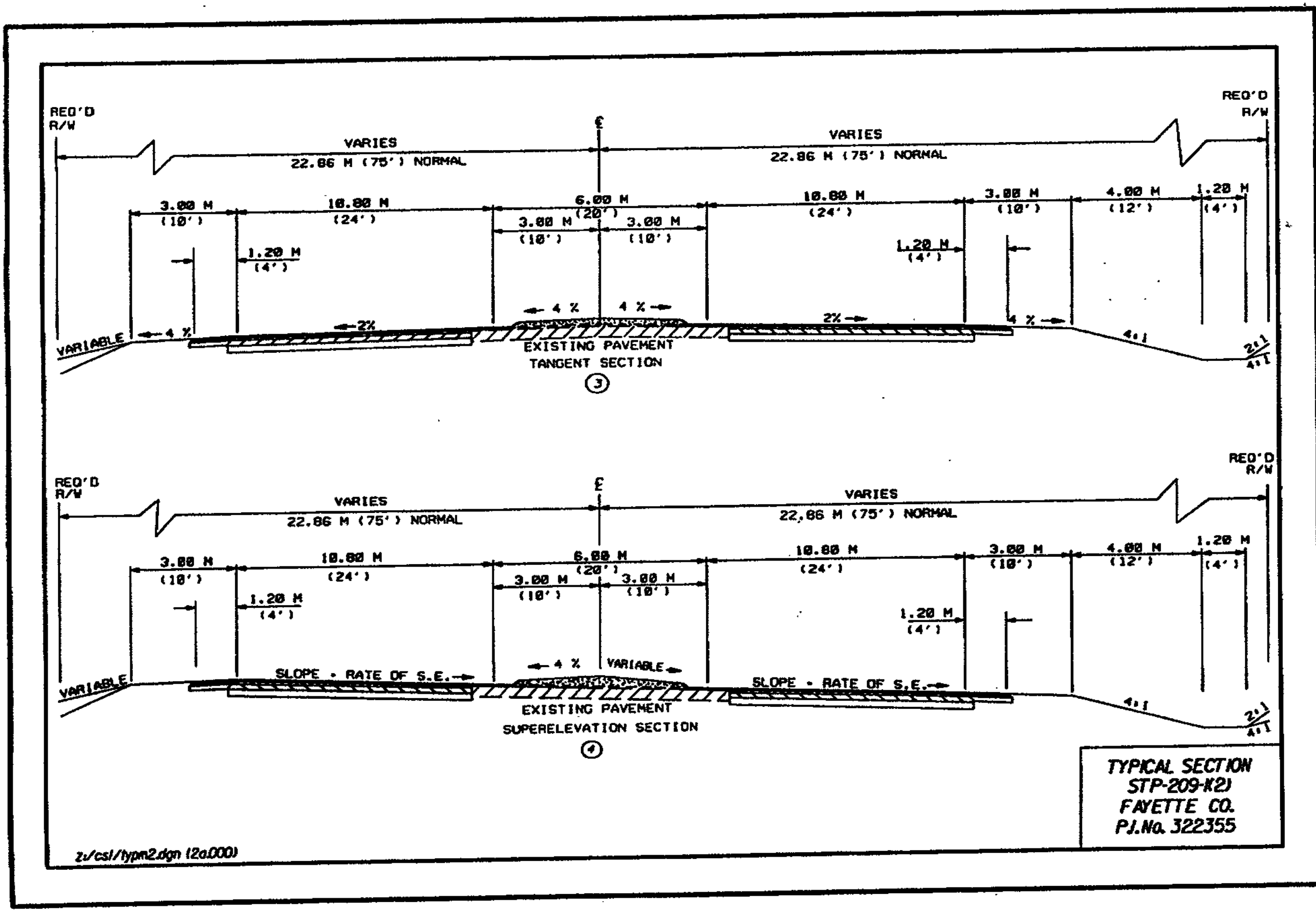

REQ'D R/W
VARIES
22.86 M (75') NORMAL
3.00 M (10')
10.80 M (24')
6.00 M (20')
3.00 M (10')
1.20 M (4')
4.00 M (12')
4 %
2%
VARIABLE
4:1
2:1
EXISTING PAVEMENT
TANGENT SECTION
3
SLOPE - RATE OF S.E.
SUPERELEVATION SECTION
4
TYPICAL SECTION
STP-209-1(2)
FAYETTE CO.
PI.No. 322355
z:/csl/typm2.dgn (2a.000)

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENTAL CORRESPONDENCE

FILE STP-209-1(1); STP-209-1(2)
P.I. 322350; 322355
S.R. 74, Fayette

OFFICE Atlanta, GA.

DATE September 11, 1995

FROM James A. Kennerly, State Road & Airport Design Engineer HA

TO SEE DISTRIBUTION

SUBJECT MINUTES OF DESIGN CONCEPT MEETING

The design concept team meeting for both STP-209-1(1) and STP-209-1(2) was held on August 23, 1995, at 1:30 PM, in the Office of Road and Airport Design, Conference Room 444. Persons who were present representing the GADOT are listed as follows: Jim Kennerly - State Road and Airport Design Engineer; Hank Ashmore - Assistant State Road and Airport Design Engineer; Mike Reynolds, Willie Webb, Terri Smith, Robert Reid, Shawn Luton, and Ken Werho - all from the Office of Road and Airport Design; Reba Scott - Office of Programming; Gene Goins - District Utilities Engineer; Joe Leoni and Lewis Walker - District Preconstruction; Kathy Norton - Office of Environment/Location; Ken Reeves - District Traffic Operations; Dane Bishop - District Utilities; Johnny Quarles - Preconstruction; Ken Estes and Jim Tolson - Traffic Operations. Other individuals present are listed as follows: Travis Newman - Coweta-Fayette EMC; Harris Harper, William Mendez, Shane Waters - all of the Georgia Utilities Co.; Bob Gardner - Atlanta Gas Light Co.; Wesley Wilson and A.T. DuBose - Fayette County Water Dept.; Dan Everitt and Bob Harbison - Georgia Power; Chris Venice - Fayette County Planning and Zoning; Cam McNair - Peachtree City, City Engineer; Jerry Peterson - Peachtree City Development Corporation; Jim Basinger - Peachtree City, City Manager; Jim Williams - Peachtree City Planning; and David Ford - Bell South.

The meeting was opened by Mike Reynolds who described the projects in general, the concept proposed, and design considerations encountered. Mike Reynolds also informed the group that STP-209-1(1) had been extended approximately 2.74 km (1.70 miles) south of Crosstown Drive and approximately 0.80 km (0.50 miles) north of S.R. 54. The walk-thru and detailed project description from S.R. 85 to Crosstown Drive were presented by Ken Werho, while the section from Crosstown Drive to approximately 0.80 km (0.50 miles) north of S.R. 54 was presented by Mike Reynolds.

Project Description

STP-209-1(2) begins at S.R. 85 and extends northwesterly along S.R. 74 to approximately 2.74 km (1.70 miles) south of Crosstown Drive [5.17 km (3.21 miles)]. This project is currently in long range programming for both right of way and construction. Future adjoining projects to STP-209-1(2) discussed were: STP-074-2(25), which is the widening project of S.R. 85 from S.R. 74 to Barnhard Road; and STP-074-2(24), which continues north from STP-074-2(25). The design year (2018) traffic projections for this project vary from 17,700 ADT near S.R. 85 to 22,600 ADT around Sierra Drive.

STP-209-1(1) begins at approximately 2.74 km (1.70 miles) south of Crosstown Drive and extends northwesterly along S.R. 74 to approximately 0.80 km (0.50 miles) north of S.R. 54 [7.02 km (4.36 miles)]. This project is currently programmed for FY 99 right of way and long range construction ; however, there is a proposal to change the right of way schedule to FY 96. Future adjoining projects to STP-209-1(1) discussed were: STP-164-1(30), which is the widening of S.R. 54 from Fisher Road to S.R. 74; and BRF-164-1(32), which is a railroad bridge replacement on S.R. 54. The design year (2018) traffic projections for this project vary from 22,500 ADT south of Crosstown Drive to 56,200 ADT south of S.R. 54.

The proposed concept represents a 4-lane rural ditch roadway with a 20' raised median from S.R. 85 at Starrs Mill to approximately 0.25 miles south of Paschall Road. Continuing north from this point, a 6-lane roadway with a 20' raised median is proposed. This section will be an urban design (curb and gutter) with a possible exception from S.R. 54 to the end of the project, which could be a rural roadway ditch. The design speed will be 55 mph from S.R. 85 to Crosstown Drive and 45 mph from Crosstown Drive to the end of STP-209-1(1). Access control will be by permit only. The existing right of way varies from 100' to 130'. The following intersections along S.R. 74 were identified as having traffic capacity problems: Crosstown Drive, Kelly Drive, Paschall Road, and S.R. 54.

Discussion was as follows:

Ken Werho questioned the validity of several historical sites shown on the concept layout. According to Chris Venice and Wesley Wilson, the historical house once located approximately 1,100' north of S.R. 85 on the east side of S.R. 74 has already been removed to accommodate the Millpond Manor subdivision entrance. Wesley Wilson also commented that the

DATE OF ESTIMATE 9/20/95 BY: Pat Hand

TYPE ESTIMATE: Preliminary R/W Cost

PROJECT: STP-209-1(2), Fayette

P.I. 322355

EXISTING R/W Variable REQUIRED R/W Variable

ESTIMATED NUMBER OF PARCELS: 40+

PROJECT TERMINI: State Route 74 from State Route 85 to Approx. 0.75 mile south of Sierra Drive.

PROJECT DESCRIPTION: Four Lane Widening w/20 foot Median

TYPE OF LAND USE: Mixed (135.438 Acres)

VALUE APPLIED Per Acre S.F. BASIS:

$27,200

TOTAL LAND COST: $3,684,000

IMPROVEMENTS IMPACTED AND COST: (IF APPLICABLE):

1 Residence, 1 Commercial, Outbuildings, & Fencing

$101,000

RELOCATION COST: (IF APPLICABLE) $ 22,000

CONSEQUENTIAL DAMAGES: (IF APPLICABLE) $ 44,000

NET COST $3,851,000

ADM./COURT COST FACTOR 45 % $1,733,000

INFLATION FACTOR 25 % $1,396,000

TOTAL COST $6,980,000

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

RECEIVED
FEB - 7 1996
PRECONSTRUCTION

INTERDEPARTMENT CORRESPONDENCE

FILE STP-209-1(2) Fayette
P.I. No. 322355

OFFICE Thomaston

DATE February 6, 1996

FROM Joe B. Street, District Engineer

TO Wayne Hutto, Assistant Director of Preconstruction

SUBJECT **CONCEPT REPORT REVIEW**

We have reviewed the concept report on the above project and concur with the recommendation for approval.

Attached for your further handling is the concept report cover sheet which has been signed by the District Engineer.

JAL:VS
Attachment
xc: Walker Scott
David Studstill
Marion Waters
Toni Dunagan
Bobby Mustin
Paul Liles

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
OFFICE OF ROAD AND AIRPORT DESIGN

PROJECT CONCEPT REPORT

STP-209-1(2)
FAYETTE COUNTY
P.I. NO. 322355

FEDERAL ROUTE NO: N/A
STATE ROUTE NO: S.R. 74
GADOT P.I. NO: 322355

Date of Report: January 24, 1996

RECOMMENDATION FOR APPROVAL	
1-26-96 DATE	James [signature] State Road & Airport Design Engineer
DATE	State Environmental Engineer
DATE	State Traffic Operations Engineer
2-5-96 DATE	Joe B. [signature] District Engineer
DATE	State Bridge Engineer
DATE	State Project Review Engineer

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
OFFICE OF ROAD AND AIRPORT DESIGN

PROJECT CONCEPT REPORT

STP-209-1(2)
FAYETTE COUNTY
P.I. NO. 322355

FEDERAL ROUTE NO: N/A
STATE ROUTE NO: S.R. 74
GADOT P.I. NO: 322355

Date of Report: January 24, 1996

RECOMMENDATION FOR APPROVAL	
1-26-95 DATE	State Road & Airport Design Engineer
DATE	State Environmental Engineer
DATE	State Traffic Operations Engineer
DATE	District Engineer
2-12-96 DATE	State Bridge Engineer
DATE	State Project Review Engineer

D.O.T. 66

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

RECEIVED FEB 1 . 19.. PRECONSTRUCTION

INTERDEPARTMENT CORRESPONDENCE

FILE STP-209-1(2) Fayette County
P.I. No. 322355

OFFICE Traffic Operations
Atlanta, Georgia

DATE February 9, 1996

FROM Marion G. Waters, III, P.E., State Traffic Operations Engineer

TO Wayne Hutto, Assistant Director of Preconstruction

SUBJECT Project Concept Report Review

We have reviewed the concept report on the above project for the widening and reconstruction of SR-74 from SR-85 northwesterly for 4.91 km (3.05 miles). The proposed project will widen the existing two lane roadway to a four lane rural section with a 6.10 m (20 foot) raised median.

The proposed roadway description and the typical sections provided do not agree on the median width (6.1 m versus 6.0 m) and paved shoulder width (3.0 m versus 1.2 m). The typical section dimensions appear to be the usual ones for this type roadway.

We recommend increasing the median width in undeveloped areas such as this to at least 8.4 m (28 feet) at median openings to allow the left turn lanes to be offset or "line up" and increase sight distance for permissive left turn movements. Bridges and roadway where no possibility of median openings exist could remain at the proposed width.

Subject to the above comments, we find this report satisfactory for approval.

MGW:TOC:dc

Attachment (signature page)

cc: David Studstill
Jim Kennerly (Attention: Mike Reynolds)
Bob Mustin, w/attachment
General Files

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
OFFICE OF ROAD AND AIRPORT DESIGN

PROJECT CONCEPT REPORT

STP-209-1(2)
FAYETTE COUNTY
P.I. NO. 322355

FEDERAL ROUTE NO: N/A
STATE ROUTE NO: S.R. 74
GADOT P.I. NO: 322355

Date of Report: January 24, 1996

RECOMMENDATION FOR APPROVAL	
1-26-95 DATE	James [signature] State Road & Airport Design Engineer
DATE	State Environmental Engineer
2/12/96 DATE	Marion [signature] State Traffic Operations Engineer
DATE	District Engineer
DATE	State Bridge Engineer
DATE	State Project Review Engineer

ORIGINAL TO GENERAL FILES

D.O.T. 66

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE STP-209-1(2)/BHF-209-1(3) Fayette County
P.I. Nos. 322355/322357

OFFICE Preconstruction

DATE April 11, 1996

CWHutto

FROM C. Wayne Hutto, Assistant Director of Preconstruction

TO SEE DISTRIBUTION

SUBJECT PROJECT CONCEPT REPORT APPROVAL

Attached for your files is the approval for subject project.

RECEIVED APR 1996 OFFICE OF PROGRAMMING

CWH/cj

Attachment

DISTRIBUTION:

Walker Scott
Bobby Mustin
David Studstill (ATTN: Harvey Keepler)
Jerry Hobbs
Herman Griffin
Darrell Elwell (ATTN: Michael Henry)
Marion Waters
Toni Dunagan
Paul Liles
Jim Kennerly
Joe Street

4,234,000

11,218,000
1,000,000
12,218,000

ADMIN
DEV
MGT
SCHED
4/23/96

FY99
LR

this is the con. for the different limits

Note R/W ↓ & CST ↑

How is the $752,000 to be handled?

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE STP-209-1(2) Fayette County
P.I. No. 322355
SR 74 fm SR 85 to S of Crosstown Drive

OFFICE Environment/Location

DATE February 13, 1996

3558

FROM David E. Studstill, P.E., State Environmental/Location Engineer

TO Bobby Mustin, Project Review Engineer

RECEIVED
FEB 1 _ 1996
PRECONSTRUCTION

SUBJECT CONCEPT REPORT

The concept report for the above listed project has been reviewed. The project will not have logical terminus on the north end; therefore, the project will be cleared with STP-209-1(1). There is possible involvement with 10 DNR Survey Sites. The sites are noted in red on the project location map. Also, this project will need an ecology survey due to the substantial wetland involvement located on the BHF-209-1(3) project.

If you have any questions, please let me know.

DES/JSS/jaf

cc: James A. Kennerly

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
OFFICE OF ROAD AND AIRPORT DESIGN

PROJECT CONCEPT REPORT

STP-209-1(2)
FAYETTE COUNTY
P.I. NO. 322355

FEDERAL ROUTE NO: N/A
STATE ROUTE NO: S.R. 74
GADOT P.I. NO: 322355

Date of Report: January 24, 1996

RECOMMENDATION FOR APPROVAL	
1-26-95 DATE	James [signature] State Road & Airport Design Engineer
2/9/96 DATE	[signature] State Environmental Engineer
DATE	State Traffic Operations Engineer
DATE	District Engineer
DATE	State Bridge Engineer
DATE	State Project Review Engineer

entrance already had curb and gutter in place. Another historical site, located east of S.R. 74 approximately 1,100' south of Redwine Road, was also questioned. It was generally believed that this historical site was no longer in place. However to confirm this belief, Joe Leoni said he would investigate the site. Ken Werho also pointed out the possibility of a UST located at the Redwine Road/S.R. 74 intersection. Joe Leoni also agreed to investigate this area.

Jim Williams requested to shift the roadway relocation of Rockaway Road farther north of the current concept location. He requested that the relocation either split the existing property line or be completely moved onto adjacent private property. His request to shift the roadway was based on the proposed construction of several new ball fields in this area. However, because Peachtree City does not own this property, they would have to purchase right of way in order to relocate on adjacent private property. Peachtree City also requested a median opening at this intersection. Jim Kennerly stated that if Peachtree City builds ball fields for parks and recreation in this area, the GADOT would not be able to construct in this area without encountering environmental problems. Additionally, Mike Reynolds confirmed that there could be environmental conflicts and therefore, problems in obtaining environmental clearance. As a result of these issues, it was decided in the meeting to stay with the currently proposed relocation.

Ken Werho mentioned that the GADOT had no existing construction or right of way plans for S.R. 74. Wesley Wilson stated that a developer built the section of S.R. 74 from old Dividend Drive to S.R. 54, including the utilities, and then donated the roadway to the GADOT. However, there was a question as to who owned the right of way along S.R. 74.

Cam McNair requested that the proposed bridge over Flat Creek be designed to accommodate a multi-use path in order to allow an underpass for east and west crossing, as well as an overpass, parallel to the bridge, to accommodate north and south crossing. The addition of these structures would allow Peachtree City to connect their recreational facility at Rockaway Road to their facility located just north of the water treatment plant.

Jim Williams questioned whether the GADOT would allow a recreational path to be attached to the proposed bridge at Flat Creek. Jim Kennerly stated that the GADOT would not participate in the funding of such a project. However, the GADOT would possibly participate in the construction phase by utilizing the STP funds allocated for these two projects. Additionally, the GADOT would not participate in matching STP funds with state money; therefore, Peachtree City would have to come up with the additional matching funds.

Hank Ashmore suggested that the old bridge over Flat Creek be retained and used as a portion of the multi-use path, eliminating both the need for constructing an additional overpass and/or additional widening of the proposed bridge.

Mike Reynolds stated that these requests would be noted in the minutes and in the concept report; however, Peachtree City should formally request this in writing to the GADOT Commissioner. He also suggested that some project enhancement money could possibly provide an additional source of funding for this project. In response, Jim Williams stated that Peachtree City had requested that this project be entered into the ARC enhancement programming and that it had been accepted into the ARC's long range programming document.

Jim Williams stated that the previous request by Peachtree City to construct a cart underpass near Crosstown Drive was no longer desired.

Mike Reynolds stated that his request for a speed study from Aberdeen Parkway to 0.50 miles south of Crosstown Drive had been approved. The Office of Traffic Operations agreed to reduce the speed limit to 45 mph throughout this section once the project is built.

Mike Reynolds discussed the need for double left turns into Crosstown Drive based on the build year traffic volumes. Jim Williams stated that Peachtree City's traffic consultant also confirmed this need.

Jim Williams expressed that S.R. 54 currently needs double left turns at S.R. 74, both east and west bound. Mike Reynolds responded by saying there was not enough room to widen S.R. 54 on the north side because of the existing wall in the northeast quadrant. He went further to say that the only way to improve the intersection would be to reconstruct the median and widen S.R. 54 to the south, which would present right of way and utility relocation problems.

Peachtree City representatives requested the possibility of extending STP-209-1(1) to include the widening of the railroad bridge on S.R. 54. Jim Basinger mentioned that the proposed double left turns onto S.R. 54 westbound, as well as the left turns from Huddleston Road, added additional volume onto this section of S.R. 54. Mike Reynolds mentioned that this bridge could not be widened due to substandard vertical clearance problems and a low sufficiency rating; therefore, the bridge would have to be replaced. There was also a discussion on the difficulty of staging this section of the roadway.

Peachtree City representatives also requested both an overpass over the railroad and an underpass under S.R. 54 parallel to the railroad for multi-use recreational paths. There was discussion as to how this would be paid for and Mike Reynolds noted that Peachtree City should formally request this in writing to the GADOT Commissioner.

Mike Reynolds noted that because of the capacity problems at the S.R. 74/S.R. 54 intersection, we might want to consider building 2 (or possibly even 3) lanes westbound on S.R. 54. However, he also noted that staging and grade change problems would make this widening very difficult.

Peachtree City representatives requested median openings at both entrances to Clover Reach Road due to the location of the Post Office and a proposed shopping center in the southwest corner of the S.R. 54/S.R. 74 intersection. The primary access would be at the northern Clover Reach intersection.

Jim Williams requested right of way be reduced to save vegetation along the west side of S.R. 74 north of Crosstown Drive. This area currently provides a buffer between S.R. 74 and NCR. Mike Reynolds suggested that this section of the roadway might be constructed using curb and gutter to reduce the use of easement and some of the existing right of way.

Cam McNair expressed concern about the proposed intersection project at Paschall Road. District Traffic Operations commented that they would work with the Office of Road and Airport Design to ensure that the signal supports would not have to be relocated during the construction of the STP-209-1(1) project.

Ken Estes suggested considering a 44' median if the historical areas at the beginning of the project were no longer intact. There was a general consensus that this would be studied. However, Mike Reynolds believed that in order to stay off of the subdivision at the beginning of the project, a 20' median would be required. Ken Werho also stated that the 24" water main would have to be relocated an additional distance if a 44' median were used. There were also comments concerning the relocation of the animal hospital at Rockaway Road. It was discussed that the animal hospital would have to be relocated if a 44' median were used, and possibly even have to be relocated if a 20' median were used.

Kathy Norton stated that the historic located approximately 1,100' north of S.R. 85 on the east side of S.R. 74 had indeed been removed for the construction of the Millpond Manor subdivision. Kathy Norton also stated that the historic located approximately 1,100' south of Redwine Road had also been removed. She further mentioned that she would verify the wetland located in the southeast quadrant of the S.R. 54/S.R. 74 intersection.

Cam McNair requested that project STP-209-1(1) begin at Flat Creek in order to upgrade the Flat Creek bridge and facilitate in the connection between the proposed recreational paths. In response to Cam McNair's request, Jim Kennerly stated that changing the project's termini could result in delays due to 404 problems at the Flat Creek bridge and could possibly endanger the project's funding.

There was a discussion between Jim Kennerly, Mike Reynolds, and Kathy Norton concerning the logical termini between these two projects. Mike Reynolds was concerned that extending STP-209-1(1) south of Crosstown Drive would cause delays in the project's schedule. Kathy Norton said she would look into this matter and provide a more definite answer.

Mike Reynolds stated that the current traffic projections showed no immediate need for widening south of Crosstown Drive. However, Cam McNair disputed the traffic projections and the capacity requirements south of Crosstown Drive, saying that he believed this area would be a problem in the near future. His basis for this dispute was the 3 proposed schools to be built in 1997 and the 2 proposed recreational facilities (one of which, is currently under construction).

Joe Leoni requested an additional 2 sets of plans for UST investigations and said he would provide plans on the Paschall Road/S.R. 74 intersection.

Kathy Norton requested an additional 4 sets of plans.

Status of Tasks

Right of Way: Need preliminary right of way cost estimate.

Environment/Location: Need full updated ecological and cultural resource evaluation and wetland delineations.

Planning: Need "Need and Purpose" statement.

Programming: Need updated project schedule for both STP-209-1(1) and STP-209-1(2).

Status of Tasks, Cont'.

Utilities: Need updated cost estimate to reflect change in project length.

MGR
JAK:HLA:MGR:csl

DISTRIBUTION: Charles Lewis

Frank Danchetz

John Lively

Tony Dunagan

David Meshberger

David Studstill/Kathy Norton (w/plans - 4 sets)

Wayne Hutto/Johnny Quarles

Bobby Mustin

Marion Waters

Herman Griffin/Reba Scott, Programming

Travis Newman, Coweta-Fayette EMC.

Gene Goins, District 3 Utilities

William Mendez, Georgia Utilities Company

Joe Leoni, District 3 Preconstruction (w/plans - 2 sets)

Bob Gardner, Atlanta Gas Light Company

Wesley Wilson, Fayette County Water Department

Dan Everitt, Georgia Power Company - Transmission

Bob Harbison, Georgia Power Company - Distribution

Chris Venice, Fayette County Planning and Zoning

Jim Basinger, Peachtree City - City Manager

David Ford, Bell South

Keith Rohling/Ken Reeves, District 3 Traffic Operations

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE R/W Cost Estimate

OFFICE Atlanta, Georgia

DATE September 20, 1995

FROM David P. Meshberger, State Rights of Way Engineer PAH

TO James A. Kennerly, State Road and Airport Design Engineer

ATTENTION: Mike Reid

SUBJECT **Preliminary Right of Way Cost Estimate**
Project: STP-209-1(2), Fayette
P.I. No: 322355
Description: State Route 74 Widening w/Median

As per your request, attached is a copy of an approved preliminary Right of Way Cost Estimate on the above referenced project.

If you have any questions, please contact Pat Hand of this office at 656-3700.

DPM:PAH:bl
Attachment
c: Bob Mustin, Engineering Services
Steve Crawford

Need & Purpose Statement
Projects STP-209-1(1)& STP-209-1(2) Fayette Co.
State Route 74

Peachtree City, a planned development community in Fayette County, is emerging as one of the fastest growing areas in the county, which, in turn, is one of the fastest growing counties in the country. State Route 74 is a major north-south corridor through the western portion of Peachtree City. SR 74 provides access to I-85 from west Fayette Co. SR 74 is 24 feet wide with 4' to 8' grass shoulders with added turn lanes at some intersections and business entrances. While the peak travel period occurs during the PM work-to-home transition, traffic flow on SR 74 remains constant throughout the day and passing is difficult.

STP-209-1(2) begins at SR 85 and extends northwesterly along SR 74 to a point approximately 1.70 miles south of Crosstown Drive. Development along this portion is primarily undeveloped although there is some rural-residential. This area represents the largest remaining undeveloped area in Peachtree City and is expected to be built-out within 10 years. Existing traffic volumes (1995) range from 7,500 to 8,700 VPD. Projected (2018) volumes are 17-22,500 VPD.

STP-209-1(1) begins at a point approximately 1.70 miles south of Crosstown Drive and extends northwesterly along SR 74 to approximately 0.5 miles north of SR 54. Existing traffic volumes (1995) range from 8,700 to 21,100 VPD. Projected (2018) volumes are 22,500 to 56,200 VPD. Development along the corridor is primarily commercial-industrial with several large developments already in place. Several prime industrial sites remain within the portion of the corridor designated for industrial use.

Improvements are needed to improve the capacity and safety of this facility. The proposed projects will enhance the safety and the mobility for the users of SR 74 and are part of local plans and objectives.

MONTH March 1991

REQUEST

FOR

PRE-PROGRAMMING AUTHORIZATION

AUTHORIZATION IS REQUESTED TO PROCEED WITH DEVELOPMENT OF A PROJECT CONCEPT ON THE FOLLOWING PROJECT:

PROJECT DATA

COUNTY	PROJECT NO. P.I. NO.	TYPE WORK	DESCRIPTION
Fayette	FR-209-1(2) 322355	Widen Only	S.R. 74: From S.R. 85 (M.P. 0.83) NW to Crosstown Rd./TDK Blvd. (M.P. 5.74) Length = 4.91 Miles
Fund 1 = 010 Fund 2 = MLP			

PRELIMINARY COST ESTIMATE ($1,000's)	PROPOSED FISCAL YEAR	ROW TO BE PROVIDED BY	CONG. DIST.	FIELD DIST.
ROW $5,713	1995	D.O.T.		
CONST. $12,397	1996		6	3

NEEDS RATING:

SUFFICIENCY RATING:

COMMENTS:

To add this project as requested by the S.H.I.P. Committee on January 25, 1991.

This project should be coordinated with Project BHF-209-1(3), P.I. #322357.

ID # 00080

FLAT CK.

RECOMMENDED ____________________

DIRECTOR, DIVISION OF PLANNING AND PROGRAMMING

APPROVED ____________________

COMMISSIONER

OK NG.

--------- SECTION 3 - Programming Data ---------
Screen 4 ==
201 Project No......:BA (4) SP 1932-B (15)
202 Plans Available.: 1
249 Proposed Proj No:BHF-209-1 (3)
250 Approval Status.: 0000
251 P.I. No.........: 322357
252 Contract Date...: 00/00/97
260 Ranking No......: 01287
75 Type Work.......: 34 1
94 Bridge Imp. Cost.: $000133
95 Roadway Imp. Cost: $000271
96 Total Imp. Cost..: $000491
76 Imp. Length......: 001460
97 Imp. Year........: 90
114 Future ADT.......: 017070 Year: 13

---------- SECTION 4 - Hydraulic Data ----------
Screen 5 ==
215 Waterway Data
Highwater Elev....: 0000.0 Year: 00
Flood Elev........: 0000.0 Freq: 000
Avg Streambed Elev: 0000.0
Drainage Area.....: 00000
Area of Opening...: 000000
113 Scour Critical....: 6
216 Water Depth.......: 04.0 Br. Height: 10.0
222 Slope Proteciton..: 1
221 Spur Dikes Rear..: 0 Fwrd: 0
219 Fender System.....: 0
220 Dolphin...........: 0
223 Culvert Cover.....: 000
Type......: 0
No Barrels: 0
Width.....: 00.0
Height....: 00.0
Length....: 000
Apron.....: 0

*265 U/W Insp. Area: 0 Diver...: ZZZ

*Location I.D. No: 113-00074D-00292N
*XReferen I.D. No: 000-000000-000000

Screen 6 ==== SECTION 5 - Measurments
* 29 ADT..........: 011360 Year: 93
109 % Trucks.....: 09
* 28 Lanes On.....: 02 Under: 00
210 No. Tracks On: 00 Under: 00
254 FC Classification...: 9
255 FC Rank Factor......: 9992
* 48 Max. Span Length....: 0028
* 49 Structure Length....: 000140
51 Br. Rdwy. Width.....: 026.0
52 Deck Width..........: 032.4
* 47 Tot. Horz. Cl.......: 26.0
50 Curb/Sdewlk Width...: 02.0/02.0
32 Approach Rdwy Width.: 024
*229 Shlder Width
Rear Lt: 05.0 Type: 8 Rt: 05.0
Fwrd Lt: 05.0 Type: 8 Rt: 05.0
Pvment Width
Rear: 24.0 Type: 2
Fwrd: 24.0 Type: 2
Intersection Rear: 0 Fwrd: 0
36 Safety Features Br. Rail..: 0
Transition...: 2
App. G. Rail.: 1
App. Rail End: 1
Screen 7 ============================
53 Minimun Cl. Over.: 99 99"
54 Under: N 00 00"
*228 Min. Vert. Cl
Act. Odm. Dir..: 99 99"
Oppo. Dir......: 99 99"
Posted Odm. Dir: 00 00"
Oppo. Dir......: 00 00"
55 Lateral Undercl. Rt: N 99.9
56 Lateral Undercl. Lt: 00.0
* 10 Max Min Vert Cl.: 99 99" Dir: 0
39 Nav Vert Cl: 000 Horz: 0000
116 Nav Vert Cl Closed...: 000
245 Deck Thickness Main..: 06.0
Deck Thick Approach..: 00.0
246 Overlay Thickness....: 00.0
211 Tons Structural Steel: 0000
212 Year Last Painted....: 0087

------ SECTION 6 - Ratings ------
Screen 8 ========================
66 Inventory Type: 2 Rating:23
64 Operating Type: 2 Rating:38
231 Calculated Loads
H-Modified.: 20 0
HS-Modified: 25 0
Type 3.....: 28 0
Type 3S2...: 40 0
Timber.....: 36 0
Piggyback..: 00 0
261 H Inventory Rating: 15
262 H Operating Rating: 21

67 Structural Evaluation...: 5
58 Deck Condition..........: 6
59 Superstructure Condition: 7
*227 Collision Damage........: 0
60A Substructure Condition..: 7
60B Scour Condition.........: 8
60C Underwater Condition....: N
71 Waterway Adequacy.......: 8
61 Channel Proteciton Cond.: 7
68 Deck Geometry...........: 2
69 UnderClr. Horz/Vert.....: N
72 Appr. Alignment.........: 8
62 Culvert.................: N

---- SECTION 7 - Posting Data ---
Screen 9 ======================
70 Bridge Posting Required: 5
41 Struct Open, Posted, Cl: A
*103 Temporary Structure....: 0

232 Posted Loads H-Modified: 00
HS-Modified: 00
Type 3.....: 00
Type 3S2...: 00
Timber.....: 00
Piggyback..: 00

253 Notification Date: 00/00/00
258 Fed Notify Date: 00/00/00 0

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

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

FROM: **Tom Corbett, Public Services Director**

DATE: **March 19, 2007**

SUBJECT: **Portable Truck Lift Bids**
April 5, 2007 City Council Meeting

Recommendation: Staff recommends the purchase of a set of six (6) portable electronic truck lifts for the new Satellite Auto Facility, from CJ Equipment Co. of Duluth, Georgia, for the bid price of $43,500.00.

Discussion: The City advertised for bids for this portable truck lift system on February 26, 2007. Eight (8) bids were received and opened on March 15, 2007, with the following responses:

Heavy Lift Systems (Akron, OH)	$67,850.00
Stertil-Koni (Darien, IL)	$63,807.75
Gray Manufacturing Co. (St. Joseph, MO)	$63,111.00
Mohawk Resources (Amsterdam, NY)	$51,000.00
Heavy Duty Lift, Inc. (Flowery Branch, GA)	$47,995.33
CJ Equipment Co. (Duluth, GA)	$43,500.00
Automotive Resources, Inc. (Manassas, VA)	$42,374.00
Affordable Auto Equipment, Inc. (Orlando, FL)	No Bid

The apparent low bidder, Automotive Resources, Inc., did not meet the minimum specifications for this lift system, the most important of which was the minimum weight supportable by each column. The second lowest bidder, CJ Equipment, met all of the published specifications.

Budget Impact: There are sufficient funds in account **#355-4110-54-2110** to cover the cost of this item.

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

February 26, 2007

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed bids from qualified vendors for a **Six (6) Column Stertil Koni Portable Truck Lift System - part number ST-1082**, or approved equivalent.

Bids will be received by the Purchasing Department, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia, 30269 until **3:30 p.m. on Thursday, March 15, 2007**, at which time and place the bids will be opened and made available to the public. Bids received after the set time will not be considered. All bids must strictly conform to the plans, specifications, or other bid documents. Specifications and bid forms are also available on the City's web site at www.peachtree-city.org or upon request from the Purchasing Department at 770-631-2515.

Bids are to be submitted in a sealed envelope, with the name of the equipment bid (**Portable Lift #07-134BPW**) clearly marked on the front. The date and time of the opening are also to be included, along with the name of the company submitting the bid. The bid made by any company or a duly authorized officer must sign firm in the name of such company or firm in a legal manner; and the principal place of business must be shown (no post office boxes).

No bids may be withdrawn for a period of ninety (90) days after the scheduled time to receive the bids. Any request for clarification must be submitted **in writing** (hand delivery, email, fax, or regular mail) to the Purchasing Agent by the close of business, five business days prior to the submission of bids. Any clarification issued will be in the form of an addendum to the bids instructions, plans, or specifications and will be issued to all potential bidders not later than seventy-two (72) hours prior to the time of submission of bids. Any addendums will also be placed on the City's website at www.peachtree-city.org. Although the Purchasing Department will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Purchasing Agent or by visiting the City's website prior to bid submittal.

The City reserves the right to bid a project in phases and award the contract on the phases it deems to be in the City's best interest.

The City will choose the lowest, best, responsible or responsive bidder(s). The City will exercise its discretion in awarding the contract to the bidder(s) who best satisfies the needs of the City. The City reserves the right to negotiate with the firm awarded the contract, after the contract is signed. The City also reserves the right to reject any and all bids and to waive any and all irregularities.

Bids 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.

Sincerely,

Angela Egan
Purchasing Agent

attachments

ARE/BID #07-134BPW PORTABLE LIFT FOR SATELLITE AUTO SHOP FACILITY

CITY OF PEACHTREE CITY
BID TABULATION SHEET

• Koni p/n ST-1082 or approved equivalent
• No pre-bid meeting
• No bid bond required

BID TITLE: 07-134BPW Portable Lift – Equipment for Satellite Auto Shop

BIDS OPENED BY: Charlotte Bern

DATE: 15 March 2007 3:30

WITNESSED BY: Cindy Light

BUDGET:

TIME COMPLETED: 3:30

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
Affordable Automotive Equip	428 Barry St. Orlando, Fl 32808	No Bid		
Heavy Lift System	1244 Merriman Rd Akron, OH 44313	62,850.00		
Gray Manufacturing Co	3501 S Leonard Rd St. Joseph, Mo.	63,111.00		
Stertil Koni	1230 Summit Rd Darien, FL 60561	63,801.75		
Craig Johnson CJ Equip	P.O. Box 410 Norcross, GA 30091-0410	43,500.00		
Mohawk Resources	65 Vrooman Ave Amsterdam, NY	51,000.00		
Automotive Resources, Inc.	1251 Coppermine Dr. Manassas, VA.	42,314.00		

CITY OF PEACHTREE CITY
BID TABULATION SHEET

BID TITLE: Portable Truck Lift Equip

DATE: 3/15/07

BIDS OPENED BY: Charlotte Berry

WITNESSED BY: Cindy Light

BUDGET:

TIME COMPLETED:

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
Heavy Duty Equip	6559 Bermuda Lane			
	Flowery Branch, GA 30542	47,995.37		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **March 30, 2007**

SUBJECT: **Tour de Georgia City Participation Agreement**
April 5, 2007, Regular Meeting

Recommendation:
Staff recommends that Council approve the attached agreement with Medalist Sports to host the Tour de Georgia and authorize the Mayor to sign the agreement.

Discussion:
The attached agreement delineates the responsibility of Medalist Sports, the City of Peachtree City, and the Peachtree City Tourism Association for Peachtree City functioning as the official Start City of the 2007 Tour de Georgia. The City and Tourism Association, in association with a Local Organizing Committee of volunteers, have coordinated all of the requirements outlined in this agreement.

Budgetary Impact:
The Local Organizing Committee has raised sponsorship revenue to cover the majority of expenses for hosting the event. In addition, the Tourism Association has budgeted $25,000 to sponsor the Tour in their 2007 budget. The City is expecting to realize a positive financial impact through increased hotel/motel taxes and other tax and fee revenue.

Attachment

cc: Lauren Yawn

TOUR DE GEORGIA CITY PARTICIPATION AGREEMENT
(Stage 1: Peachtree City)

This **Tour de Georgia City Participation Agreement** (hereinafter referred to as the "Agreement") is entered into as of this ___ day of___________, 2007, by and between Medalist Sports, LLC, a Georgia limited liability company ("Medalist"), and the City of Peachtree City, Georgia, a municipal corporation organized under the laws of the State of Georgia ("City"), and the Peachtree City Tourism Association, Inc., a Section 501(c)(6) Corporation acting as the parent corporation of the Local Organizing Committee ("PCTA") . (Medalist, the City, and the PCTA are hereinafter referred to as "the Parties.")

Whereas the Georgia Partnership for Economic Development ("GPED") owns the Tour de Georgia, a multi-day, multi-stage cycling race across the State of Georgia, and also owns certain registered and patented marks and logos relating to the Tour de Georgia; and Whereas GPED has licensed to Medalist the right to present, organize, and coordinate the Tour de Georgia and to utilize the related marks and logos; and Whereas the City and the PCTA wish to acquire the rights and benefits of hosting a **STAGE START** of the Tour de Georgia and to undertake all of the obligations related to such hosting; and

Whereas Medalist wishes to grant the rights and benefits of hosting a portion of the Tour de Georgia to the City and PCTA under the terms and conditions provided herein;

Now therefore, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Designation of Host and Location of Host Stage Venue. Medalist licenses to City and PCTA (collectively, "Host") the right to host the Overall Start (the "Host Stage") for the Tour to be held in April, 2007. The 2007 Tour is scheduled to be held from April 16 through April 22, 2007, and the Host Stage is scheduled to be held on April 16, 2007. Host accepts the license granted and agrees to exercise such license to host the Host Stage and to undertake and perform the Host Obligations set forth in this Agreement. The Host Stage shall be held at a location in City which shall be subject to the prior review and approval of Medalist (the "Host Stage Venue").

2. Host Obligations. In consideration of the license grated by Medalist to host the Host Stage and the Host Benefits, Host agrees to undertake and perform the following obligations, all at Host's sole cost and expense unless otherwise provided. It is hereby agreed and understood between Medalist and Host that the terms set forth in each and every paragraph of this Agreement bind the parties from the date of execution of this Agreement by all parties. Any obligation entered into preceding in time the date of this Agreement shall not be considered subject to the terms of this Agreement.

a. Implementation in Accordance with Host Venue Requirements. Host shall provide assistance in accordance with the 2007 Host Venue Requirements for the Tour to be furnished by Medalist. The 2007 Host Venue Requirements are part of this Agreement and are incorporated herein by this reference.

b. Host shall assist Medalist in publicizing and promoting the Tour and the Host State through all local media.

c. Host Obligation Specifications. Host shall provide the following for the Host Stage in City, at the sole expense of Host, all in accordance with the operational and technical specifications set forth in Exhibit "A" (collectively, the "Host Venue Requirements"):

(1) Auxiliary Space and Equipment for Tour Requirements: Those types of areas, premises and equipment for the time period designated on Exhibit "A";

(2) Police Services: Local police services to work in coordination with the Georgia State Patrol and Georgia Department of Transportation, as well as Tour representatives and PCTA volunteers, to provide for safe road closure, fixed-post positions, traffic and crowd control, and general public safety;

(3) Public Works and Road Services: Support police efforts to ensure road closure and course safety;

(4) Permits: All local permits for operation of the Tour in Host's locale and presentation of the Host Stage, including but not limited to special event permits, parking permits, road closure and use permits, alcohol permits, and concession sales permits;

(5) EMS/EMT Services: Emergency medical services and emergency medical technicians sufficient to serve the general public at and on the day of the Host Stage in City;

(6) Portable and/or Public Restrooms: Portable (e.g., port-o-johns) or public restroom facilities on the day of the Host Stage in a number and location to be determined by Tour representatives;

(7) Waste Management/Trash Removal: Waste management and trash removal services following conclusion of the Host Stage in City; and

(8) Volunteers: Recruitment of that number of volunteers designated on Exhibit "A" to this Agreement to assist local police and Tour personnel with various functions to be designated by Tour representatives. Host will be responsible, with assistance from Tour officials, for the selection and training of its volunteers. All volunteers will be expected to perform their assigned duties and services in a professional manner, to the best and full limit of their abilities at all times and in accordance with the Volunteer Handbook provided by Medalist. All volunteers will be required to sign the standard Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement form provided by Medalist for the Tour, which form will be provided by Medalist prior to the scheduled training of such Volunteers.

d. Tour Course Layout and Host Stage Venue. Host will assist Medalist in obtaining a design and layout of that portion of the City and county (if applicable) through which the Tour course will run and provide access to such course without imposition of any site fees.

e. Ambush-Free Zone. Host agrees to work with Medalist to create a zone which consists of the Host Stage Venue and a radius around the Host Stage Venue (the "Ambush-Free Zone") that shall be free from temporary merchandise vending, temporary advertising, and temporary signs and inflatable items. The parameters of the Ambush-Free Zone should be within a 100-yard radius of the Start/Finish area. Host represents to Medalist that it has obtained commitments of appropriate governmental agencies to assist with enforcement of its obligations in connection with the Ambush-Free Zone, including the City police and county sheriff's departments.

f. Host agrees to cooperate with requests from Medalist as to any issues with ambush marketing so as to prevent such, which cooperation will not be unreasonably withheld, to:

(1) minimize the "ambush marketing" of Tour sponsors and local sponsors in and around City and the Host Stage Venue during the Tour; and
(2) prevent Commercial Exploitation Rights (as hereinafter defined) identified with City, County and otherwise from being granted by any governmental agency to any entity that is not a Tour sponsor during the period commencing two (2) weeks prior to, through Tuesday following the conclusion of the Tour.

g. Merchandise Counterfeiting and Trademark Enforcement. Host shall obtain the commitment of appropriate City, County, and/or other governmental entities to assist Medalist, and shall provide law enforcement assistance at the request of Medalist, in preventing unauthorized use of the Tour Marks, admission tickets for the Host Stage, and other intellectual property, and in preventing the sale or distribution of unlicensed merchandise bearing the Tour Marks or any other reference to the Tour. Such assistance shall be required during the Term of this Agreement and continue through thirty (30) days following the Tour.

h. Media and Marketing Plan Cooperation. Host shall assist with the media and marketing plan of Medalist, including accommodating television broadcasters, sponsors, and other persons and entities to whom and to which Medalist has granted and will grant rights.

i. Insurance. Host shall procure and provide insurance as specified in paragraph 6 below.

j. Tour Sponsor Recognition. Host agrees that Tour sponsors shall have the right to have recognition and visibility at the Host Stage Venue and that Medalist shall determine the placement of signage, recognition, and visibility.

k. Sale of Merchandise. Host agrees that no merchandise other than that designated by Medalist will be sold on-site at the Host Stage Venue during the Tour without the prior written consent of Medalist.

l. Reference to Name of Tour. Host shall refer to the Tour by the exact name supplied by Medalist from time to time, including any title or presenting sponsor identification (should title or presenting sponsorship rights be granted), and shall include, in all agreements that Host may enter into with third parties, a requirement that all third parties utilize the exact name for the Tour supplied by Medalist from time to time.

m., Proposed Host Contracts. After execution by all parties of this Agreement, Host shall submit to Medalist for prior review and approval all contracts that Host proposes to enter into with respect to:

(1) the obligations undertaken by Host in connection with the Tour; and
(2) Host's organization of any ancillary events. All such contracts proposed by Host after the date of execution of this Agreement by all parties shall be required to include the clauses set forth in Exhibit "B."

n. Anti-Gouging Provisions. Host shall request that local providers of hospitality services provide such services are provided at reasonable prices for visitors and tenant.

o. Progress Reports. After execution of this Agreement by all parties, Host will submit to Medalist written progress reports describing the status of its plans relating to the Host Stage and the Host Stage Venue and any related events, as well as copies of committee meeting minutes as requested. Such periodic progress reports shall include, but not be limited to, information on:

(1) the local sponsorships sold by Host and the status of efforts to present local sponsorship opportunities to various prospects; and
(2) other revenues that Host has generated and expects to generate to pay the costs of discharging its obligations under this Agreement.

p. Promotion of Goodwill. Host agrees to conduct the activities contemplated by this Agreement and the Planning Manual in such a way as to promote the goodwill associated with the Tour, the Host Stage and the Host Stage Venue, Medalist, the State of Georgia, and the sponsors of the Tour, and will not at any time disparage the good name, reputation, or image of the Tour, the Host Stage and the Host Stage Venue, Medalist, the State of Georgia, or the sponsors of the Tour.

q. No Disclosure. This Agreement and its terms are confidential. Host shall not make any public or private disclosure of the terms of this Agreement except as may be required by law.

3. Host Benefits. In consideration of the agreement by Host to undertake and perform the Host Obligations, Medalist agrees to provide the following recognition and benefits to and for the benefit of Host (collectively referred to as the "Host Benefits"). Host acknowledges and agrees that, except as specifically set forth herein, Medalist is entitled to collect and retain all revenues attributable to the Tour, the Host Stage, and the Host Stage Venue.

a. Recognition. Medalist shall include recognition for Host in the official Tour Guide, on the Tour web site, and in a press conference announcing that Host has agreed to serve as the host for the Host Stage of the Tour. The Parties agree to make a joint public announcement and press release upon the execution of this Agreement, in a form and substance to be mutually agreed upon by the Parties.

b. Hospitality. Medalist shall provide to Host a designated number of credentials for and grant access to a VIP hospitality area that Medalist intends to create.

c. Insurance. Medalist shall procure and provide insurance as provided in paragraph 6, below.

d. Credentials. Medalist shall be responsible for producing credentials of all types for the Tour, including the Host Stage and Host Stage Venue and further including credentials for members of the media and operational personnel, which credentials shall be produced at the sole expense of Medalist. Medalist shall be responsible for all decisions regarding to whom media, VIP and operational credentials should be issued and shall establish all rules and regulations regarding media access to the Tour, the Host Stage and the Host Stage Venue.

e. Local Stage Sponsorships. Medalist grants to Host a license to solicit and secure local stage sponsors to support the activities of Host in connection with the Host Stage, in accordance with the following terms and conditions:

(1) Designation. Each local sponsor may be given the designation "Local Stage Sponsor", to the exclusion of any other sponsorship designation. A Local Stage Sponsor may neither be referred to nor describe its involvement with the Host Stage by any other designation, including but not limited to a sponsor of the Tour or a local sponsor of the Tour.

(2) Sponsorship Levels. Host may create one or more sponsorship levels for Local Stage Sponsors, including a local presenting sponsor.

(3) Local Stage Sponsorship Benefits. Host shall be able to provide Local Stage Sponsors with those local sponsorship benefits set forth in Exhibit "C" ("Local Stage Sponsorship Formulation") attached hereto.

(4) Local Stage Sponsorship Guidelines. Sale of Local Stage Sponsor rights shall be subject to the guidelines in Exhibit "C" (the "Local Stage Sponsorship Formulation"):

1. Reserved Tour Sponsor Categories. Host acknowledges that Medalist has retained the exclusive right to sell sponsorship rights in specific sponsorship categories to Tour Sponsors ("the Tour Sponsor Categories"). A listing of the Tour Sponsor Categories is set forth on Exhibit "D". Host acknowledges that it may not sell local stage sponsorship rights to become a Local Stage Sponsor to any company which manufactures, markets, or distributes products or services in any of the Tour Sponsor Categories, such right being reserved to Medalist for Tour Sponsors.

2. Medalist Approval. Medalist shall have the right of prior review and prior written approval over the identity of all proposed Local Stage Sponsors as well as the recognition and benefits to be provided by Host to such Local Stage Sponsors. Host acknowledges that such review and approval is necessary to avoid conflicts between Tour Sponsors and Local Stage Sponsors. *

3. Sponsorship Priority. The title sponsor of the Tour as well as all other sponsors of the Tour designated by Medalist shall have priority over and rights superior to that of any Local Stage Sponsor.

4. Submission of Materials to Medalist. Host must submit all prospective sponsor lists and packages, art work, copy, and designs to Medalist for approval in advance. For those in place already, has this been done? If not, we risk being in default on day 1.

5. Use of Tour Marks. Host has no authority to grant a sublicense to the Tour Marks unless pre-approved by Medalist officials.

6. Recognition of Tour Sponsors. Host shall facilitate the recognition of Tour Sponsors as designated by Medalist and Benefits List.

7. No Other Recognition. Local Stage Sponsors shall not receive any endorsements from individual athletes participating in the Tour without the involved athlete's prior permission, nor will local sponsors be guaranteed broadcast exposure of any type.

f. Local Revenues.

(1) Parking. Host may offer parking for spectators for the Host Stage. Host may retain all revenues from such parking and shall be responsible for all parking expenses.

(2) Food and Beverage Concessions. Subject to certain VIP hospitality to be offered exclusively by Medalist, Host may offer food and beverage concessions at the Host Stage Venue for purchase. Host may retain all revenues derived from food and beverage concessions and shall be responsible for all expenses attendant to such concessions. Host shall use its best efforts to use and sell official sponsor products. Should Host decline to offer food and beverage concessions, Medalist may provide such concessions subject to Host approval and local permits and requirements.

(3) Ancillary Events. Host may create, organize, and present events ancillary to the Host Stage, provided that Host must obtain Medalist's prior written approval of any such ancillary events, and Host may retain all revenues generated thereby. Host shall be responsible for all expenses of creating, organizing, and presenting such ancillary events.

4. Reservation of Rights.

Any and all rights of Medalist, including those in and to the Tour and the Tour Marks, not expressly granted to Host under this Agreement are reserved to Medalist and may be exercised, marketed, exploited or disposed of by Medalist concurrently with the Term of this Agreement in such form and manner as Medalist wishes. Host acknowledges and agrees that this Agreement does not convey or grant to it any rights of ownership in or management of the Tour, Medalist, or the Tour Marks.

5. Term and Termination; Force Majeure.

The term of this Agreement shall begin as of the date all parties have executed this Agreement (the "Effective Date") and, unless earlier terminated in accordance with the terms set forth below, and except as to obligations herein which specifically extend past the term of the agreement, shall continue through and including April 30, 2007 (the "Term").

a. Default. Either Party may terminate this Agreement, at its option, upon written notice to the other Party, upon the occurrence of one or more of the following events (the "Termination Events"):

(1) Material breach of any covenant, agreement, representation, warranty, term or condition of this Agreement, if such breach has not been waived in writing and if such breach is not cured or remedied by the breaching Party to the other Party's reasonable satisfaction within thirty (30) days after delivery of written notice

specifying the nature of the breach, or if the Parties agree that the breach is not capable of being cured or remedied within said thirty (30) days, then within the time period mutually agreed to by the Parties; or

(2) A Party is the subject of public controversy of such a magnitude that such Party's association with the other Party pursuant to this Agreement creates a negative association for such other Party, in the reasonable judgment of such other Party, in which case the other Party may terminate this Agreement without cost or penalty.

b. Effect of Termination. Should either Party terminate this Agreement as a result of a Termination Event set forth in subsection a above, then upon termination of this Agreement, Host's Benefits shall terminate and Host shall cease using the Tour Marks. In addition, should such termination result from termination notice given by Host to Medalist from occurrence of a Termination Event, Medalist shall repay to Host all amounts actually expended by Host in performing its obligations hereunder and for which documentation is provided to Medalist; provided, however, that the extent of Medalist's liability in such event shall be limited to the actual costs incurred by Host in connection with this Agreement. Should termination result from termination notice given by Medalist to Host from occurrence of a Termination Event, Host shall repay to Medalist all amounts actually expended by Medalist in licensing to Host the right to host the Host Stage.

c. Force Majeure. In the event that the Tour does not take place or is rescheduled, in whole or in part, due to any Act of God or other event not reasonably foreseeable by the Parties or beyond the control of the Parties which is generally considered an event of force majeure, including without limitation, weather, fire, flood, act of public enemy or terrorism, strike or labor dispute, governmental action or directive or local, regional or national day of mourning ("Force Majeure"), whether such event of Force Majeure has occurred in a community through which the Tour course shall run or not, then Medalist may discontinue provision of the Host Benefits to and for the benefit of Host and Host need not continue to perform those Host Obligations which remain unperformed as of the date of cancellation or postponement. Medalist shall determine whether the Tour is to be cancelled in whole or in part or postponed due to a Force Majeure event. Should the Tour be cancelled in whole or in part due to an event of Force Majeure, Medalist shall have no further obligation, financial or otherwise, to Host and Host shall have no further obligation to Medalist in connection with the Tour. In the event that the Tour is postponed in whole or in part due to an event of Force Majeure and Medalist wishes to reschedule the Tour, Medalist and Host shall discuss in good faith the terms under which such rescheduling should occur.

d. Cancellation or Postponement of Tour for Reason Other than Force Majeure. Medalist shall have the sole and unfettered right to cancel or postpone the Tour or any Host Stage. In such event, Host acknowledges and agrees that Medalist shall have the financial responsibility set forth in subsection 5(b) of this Agreement.

e. Survival of Certain Terms of the Agreement. The covenants, acknowledgements, representations, agreements, and obligations contained in paragraphs 2(s), 7(a)(5), 7(b), 7(c), and 8 of this Agreement shall survive the expiration and/or termination of this Agreement.

6. Insurance.

a. Medalist Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), Medalist shall provide and maintain, at its expense, the following insurance policies which shall protect the Medalist Parties on a primary basis from any and all Claims arising out of or in connection with respect to the staging of each Tour and the obligations of Medalist pursuant to this Agreement:

(1) General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate;

(2) Workers' Compensation insurance covering Medalist's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than $500,000 each accident; and

(3) Any other insurance necessary and appropriate for the staging of the Tour as determined by Medalist. All such insurance to be maintained by Medalist shall be

(1) primary with respect to Claims arising out of the Medalist's staging of each Tour and the obligations of Medalist pursuant to this Agreement;

(2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and

(3) shall provide that coverage may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Sponsor <u>and Host</u>. Policies (1) and (2) above shall be endorsed to name Host as Additional Insureds with respect to the negligent acts or omissions of Medalist. At least 15 days prior to each Tour, Medalist shall provide Host with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

b. Host Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), Host shall provide and maintain, at its expense, the following insurance policies (or in the event Host is self-insured, a program of self-insurance) which shall, to the extent permitted by Georgia law, protect Host, Medalist, and the Medalist Parties on a primary basis from any and all Claims arising out of or in connection with the Host's activities, operations, representations and warranties, rights, obligations and duties of Host pursuant to this Agreement:

(1) General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products completed operations, personal and advertising injury, premises damage legal liability, liquor liability (if applicable), property damage and bodily injury liability (including death);

(2) Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non-owned, leased, hired or borrowed) by Host, with limits not less than $1,000,000 each accident combined single limit for bodily injury and property damage;

(3) Workers' Compensation insurance covering Host's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-policy limit; and

(4) All such insurance to be maintained by Host shall be

(1) primary to and non-contributory with any insurance maintained by Medalist and the Medalist Parties; and

(2) At least 15 days prior to each Tour, Host shall provide Medalist with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

7. Licenses to Use Marks; Protection of Intellectual Property.

a. Tour Marks.

(1) Acknowledgements Regarding Tour Marks. Medalist retains the rights to sell title and presenting sponsorships in and to the Tour and, in such event, to incorporate the name and/or marks of such title and/or presenting sponsor into the Tour Marks or to develop new marks and logos for the Tour, acknowledging such title and/or presenting sponsor's relationship with and support for the Tour. Host acknowledges the foregoing and that the term "Tour Marks" as used herein may also refer to the Tour Marks as such may be expanded to include the name and/or marks of a title and/or presenting sponsor of the Tour. Upon being advised by Medalist and Medalist of a change to the Tour Marks in the event of a sale of title or presenting sponsorships, Host agrees to utilize the updated Tour Marks with the name and/or marks of a title and/or presenting sponsor, all as designated by Medalist.

(2) License to Use Tour Marks. Medalist hereby grants to Host a limited non-exclusive license to use the name, logos, trademarks, service marks, designs, product and service identification, artwork and other symbols and distinctive indicia associated with the Tour and identified in Exhibit "E" (the "Tour Marks") during the Term of this Agreement, in accordance with the terms of this Agreement and the Tour Marks Guidelines set forth below, solely at or in connection with the site of the Host Stage, including the Host Stage Venue. (Exhibit "E" is to be provided to Host within a reasonable time upon execution of this Agreement). The foregoing license is subject to the right of Medalist to review and approve in advance all uses of the Tour Marks. Host shall have no right to assign, license, or "pass-through" rights to use the Tour Marks to any other person or entity. In exercising this license to use the Tour Marks and in each and every reference to the Tour, Host shall utilize the Tour Marks and the exact name of the Tour designated by Medalist, which shall include the name of any title and/or presenting sponsor. The Parties acknowledge and agree that, upon the expiration or termination of the Term of the Agreement, Host shall cease to use the Tour Marks.

(3) License Does Not Extend to Merchandise. Host shall not manufacture or sell, or license the manufacture or sale of, any promotional or other merchandise which bears the Tour Marks.

(4) Acknowledgements Regarding Goodwill. Host acknowledges the great value of goodwill associated with the Tour Marks. Host acknowledges that the goodwill attached to the Tour Marks belongs exclusively to Medalist and GPED. Host

agrees that any and all goodwill and other rights that may be acquired by the use of the Tour Marks by Host shall inure to the benefit of Medalist and GPED.

(5) No Disparagement by Host. Host will not, at any time, disparage, dilute or adversely affect the validity of the Tour Marks or take any action, or otherwise suffer to be done any act or thing which may at any time, in any way materially adversely affect any rights of Medalist or GPED in or to the Tour Marks, or any registrations thereof or which, directly or indirectly, may materially reduce the value of the Tour Marks or detract from their reputation.

(6) Tour Marks Guidelines. Any use of the Tour Marks during the Term shall be further subject to the conditions and limitations (collectively, the "Tour Marks Guidelines") listed on Exhibit G, attached and incorporated herein by reference.

b. Host Marks. Host hereby grants to Medalist a limited non-exclusive license to use the name, logos, trademarks, service marks, designs, product and service identification, artwork and other symbols and distinctive indicia of Host and identified in Exhibit "F" attached hereto (the "Host Marks") during the Term of this Agreement in accordance with the terms of this Agreement, specifically to provide Host with the Host Benefits. The foregoing license is subject to the right of Host to review and approve in advance all such uses of the Host Marks. Medalist shall have no right to assign, license or "pass-through" rights to use the Host Marks to any party, except as necessary to fulfill its obligations set forth in this Agreement. The Parties acknowledge and agree that, upon the expiration or termination of the Term of the Agreement, Medalist shall discontinue any use of the Host Marks and Medalist may continue to use the Tour Marks.

c. Ownership of Intellectual Property.

(1) Subject to paragraphs 7a and b, above, each Party shall own all right, title and interest in and to all intellectual property created by or on behalf of such Party in connection with this Agreement, including without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright, subject to the ownership rights of the other Party to such other Party's trademarks to the extent that such are incorporated into such intellectual property (the "Intellectual Property"). That Intellectual Property created by or on behalf of Host is referred to as the "Host Intellectual Property" and that Intellectual Property created on behalf of Medalist is referred to as the "Medalist Intellectual Property."

(2) Notwithstanding the foregoing, the Parties acknowledge and agree that the Tour Marks and the distinctive colors, concepts, indicia, and look displayed by Medalist throughout the Tour and by Medalist in its regular business operations and materials shall constitute Medalist Intellectual Property and therefore be owned by Medalist. The Parties expressly agree that all copyrightable aspects of the Medalist Intellectual Property are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which Medalist is the "author" within the meaning of the Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Medalist as its creation and Host expressly disclaims any interest in any of them. Host expressly

acknowledges that it is not a joint author and that the Medalist Intellectual Property and all other work created by Medalist hereunder are not joint works under the Act.

(3) This Paragraph Intentionally omitted.

(4) Host understands that the term "moral rights" means any rights of paternity and integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work and any similar right existing under the judicial or statutory law of any country or under any treaty, regardless of whether or not such right is referred to as a "moral right", including, without limitation, the rights of attribution and integrity in works of visual art pursuant to 17 U.S.C. § 106A. Host irrevocably waives and agrees never to assert any moral rights Host may have in the Medalist Intellectual Property, even after any termination or expiration of this Agreement.

(5) The Parties agree to affix appropriate copyright and trademark notices as reasonably designated by the other, together with their own notices as appropriate, on the Medalist Intellectual Property to identify Medalist as the owner of the Medalist Intellectual Property and Host as the owner of the Host Marks.

d. Protection of Intellectual Property.

(1) Host acknowledges that it has no right, title, or interest in the Tour Marks and that nothing in this Agreement shall be construed as an assignment to Host of any right, title or interest in the Tour Marks, except the license to use of the Tour Marks as provided in this Agreement.

(2) Host agrees that Medalist shall have the sole right to determine whether any action should be taken to terminate unauthorized use of the Tour Marks or to settle any proceeding brought by Medalist to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to Medalist.

(3) Medalist and Host agree to assist each other in the pursuit of any proceeding or claim with respect to the use of any Tour Marks by Host in accordance with the terms of this Agreement.

8. Indemnification.

a. By Medalist. Medalist shall indemnify, offend and hold harmless Host, its affiliates, and their respective officers, directors, partners, shareholders, members, agents, employees, and other representatives (collectively, the "Host Indemnified Parties"), from and against any and all claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney's fees, and all amounts paid in the investigation, offense or settlement of the foregoing (the "Claim" or "Claims") arising out of, based on or in any other manner related to:

(1) the breach of any representation, warranty, material covenant or obligation of Medalist under this Agreement;

(2) any negligent act, negligent omission, willful misconduct, or other claims arising from the conducting or operation of the Tour by Medalist; and

(3) any Claim that the Tour Marks or other Medalist Intellectual Property infringe upon any patent, copyright, trademark, trade secret or any other right of a third party.

b. By Host. To the extent permitted under the laws of the State of Georgia, Host shall indemnify, offend and hold harmless Medalist, the State of Georgia, and GPED and their respective parent, subsidiary, and affiliated companies, and each of their respective officers, directors, partners, trustees, shareholders, members, agents, employees, volunteers and other representatives (collectively, the "Medalist Indemnified Parties"), from and against any and all Claims arising out of, based on or in any other manner related to:

(1) the breach of any representation, warranty, material covenant or obligation of Host under this Agreement;
(2) any negligent act, omission or willful conduct by Host;
(3) the products, services, and other deliverables provided by Host and its employees, volunteers, agents, representatives and contractors in carrying out its obligations under this Agreement;
(4) the exercise by Host of its rights and the Host Benefits under this Agreement, including but not limited to any parking, food and beverage concessions, ancillary events or local sponsorships organized by Host;
(5) advertiser's liability or other claim arising out of or in connection with the use by Host of the Tour Marks, including but not limited to any claim based upon an allegation of sponsorship or guaranty by Medalist of City or PCTA;
(6) a claim that the Host Marks infringe upon any patent, copyright, trademark, trade secret or any other right of a third party; and
(7) the failure or alleged failure by Host to comply with all Laws relating to labor relations, fair employment practices, safety and similar rules and regulations, including without limitation, the requirement of the Occupational Safety and Health Act (OSHA) of 1970 and with all Equal Employment Opportunity (EEO) provisions as required by law, regulation or executive order. Prior approval by Medalist of the use of the Tour Marks or other matters as to which Medalist approval is required under this Agreement shall not affect Medalist's right to indemnification as to such usage.

c. Procedure Regarding Indemnification. Each Party shall give the other Party prompt written notice of any claim coming within the scope of any indemnity expressly set forth in this Agreement. Upon written request of any indemnitee, the indemnitor will assume offense of any such claim, action or proceeding. The indemnitee shall cooperate with the indemnitor in the investigation, offense, and/or settlement of any such claim. The indemnification obligations in this Section 8 of this Agreement shall survive the expiration and/or termination of this Agreement.

9. This Section intentionally omitted.

10. Representations and Warranties.

a. By Medalist. Medalist represents and warrants that:

(1) It has the full right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder and that it will fully comply

with all federal, state and local laws, rules and regulations applicable to the day-to-day conduct of its business and to its obligations and performances hereunder;
(2) The Tour Marks do not infringe the trademarks or other proprietary rights of any other person or entity;
(3) Any materials created under the control, direction or supervision of Medalist shall be original, shall be owned by Medalist, and shall not infringe any third party copyright or trademark; and
(4) It will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Tour.
b. By Host. Host represents and warrants that:
(1) It has the full right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder and that it will fully comply with all federal, state and local laws, rules and regulations applicable to the day-to-day conduct of its business and to its obligations and performances hereunder;
(2) Host owns or has the authority to grant to Medalist a license to use the Host Marks;
(3) The Host Marks do not infringe the trademarks or other proprietary rights of any other person or entity;
(4) Any materials created under the control, direction or supervision of Host shall be original, shall be owned by Host except as provided in paragraph 7 of this Agreement, and shall not infringe any third party copyright or trademark; and
(5) It will exercise its best efforts to ensure that City officials, employees and other representatives and Host officers, directors, employees, volunteers, agents, representatives, and contracted parties promote and protect the goodwill of the Tour and not engage in conduct which is detrimental to the Tour, its Sponsors, Medalist, GPED, or the Georgia Cancer Coalition.

11. General.

a. Assignment. Neither party may assign any rights or obligations under this Agreement or this Agreement itself, in whole or in part, without the prior written consent of the other parties hereto, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Medalist may retain the services of subcontractors to discharge certain obligations under this Agreement.

b. Notices. Except as expressly provided to the contrary herein, any notice, consent, report, documents, or other item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to and received by an officer or designated employee of the applicable Party, to seventy-two (72) hours after the same is deposited in the United States mail, postage prepaid, registered or certified first class mail, return receipt requested addressed as set forth below, or to such other address as either of the parties shall advise the other in writing or sent by confirmed facsimile transmission:

If to Host:
Peachtree City
Attn: Bernard McMullen, City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City Tourism Association
Address
City, State Zip
Attn.: ________________________

If to Medalist Sports, LLC
Medalist Sports, LLC
Post Office Box 415
Tyrone GA 30290
Attn: Mr. Chris Aronholt/ Mr. Jim Birrell
Phone: (770) 631-1239
Facsimile: (770) 631-1216

c. Entire Agreement; Modifications. This Agreement constitutes the entire agreement of the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended, supplemented, or otherwise changed, except by a written document executed by an authorized representative of each of the Parties hereto.

d. No Waiver of Rights and Breaches. No failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The waiver by a Party of any default of any other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of any Party.

e. Captions. The Executive Summary of this Agreement and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and authorized assigns.

g. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia and for all purposes governed by and construed in accordance with the laws of the State of Georgia.

h. Construction of Agreement. Each Party acknowledges that it has participated in the negotiation of this Agreement and that no provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated, or drafted such provision.

i. Relationship of Parties. Medalist and Host are independent contractors with respect to each other. This Agreement shall neither be deemed nor construed to create a joint venture or partnership between Medalist and Host, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.

j. Compliance with Law, Rules and Regulations. The Parties agree to comply with all federal, state, and local laws, ordinances, orders, rules, and regulations applicable to the performance of their respective obligations under this Agreement, both now existing and as such may hereinafter be adopted by mutual agreement of the parties hereto.

k. Time of Essence. The Parties agree that time is of the essence in performing obligations under this Agreement.

l. Exhibits. The documents attached hereto as exhibits are incorporated by reference herein and made a part of this Agreement as if fully set forth herein.

m. Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of such provisions being inserted conditionally upon their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

n. Exclusive Jurisdiction. The Parties agree that venue of any judicial action in connection with this Agreement shall lie exclusively in the state or federal courts located in Atlanta, Georgia. Host accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Host further agrees that it irrevocably waives any objection it may now have or hereafter have as to the jurisdiction or venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum. Host acknowledges that it possesses the requisite minimum contacts with the State of Georgia sufficient to establish jurisdiction over Host in State and Federal Courts in Georgia.

o. Further Assurances. The Parties agree to execute and deliver, or cause to be executed and delivered, such instruments and documents as either Party may reasonably request or require to carry out more effectively the purpose and intent of this Agreement.

p. Confidentiality. Unless otherwise approved in writing by the Parties, each Party shall keep the terms of this Agreement confidential and, unless required by law, no Party shall disclose any of the specific terms or conditions of this Agreement to anyone other than its legal or financial advisors.

q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

r. No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on their respective behalf, all as of the day and year first above written.

MEDALIST SPORTS:
MEDALIST SPORTS, LLC **Executed this _____ day of ___________, 2007.**
By: ______________________
Name: ___________________
Title: ____________________

HOST:
Peachtree City **Executed this _____ day of ___________, 2007.**
By: ______________________
Name: ___________________
Title: ____________________

Peachtree City Tourism Association
Executed this _____ day of ___________, 2007.
By: _________________________
Name: ____________________
Title: ____________________

Exhibits to the Agreement:
A: Host Venue Requirements
B: Required Clauses in Host Contracts
C: Local Stage Sponsorship Benefits
D: Tour Sponsor Categories
E: Tour Marks
F: Host Marks
G: Tour Marks Guidelines

Exhibit A

HOST VENUE REQUIREMENTS AND EXPECTATIONS

As a partner of the Tour de Georgia, host venues are asked to provide local support in the following areas.

The requirements are outlined per Stage Designation:

RACE OPERATIONS and CITY SERVICES
(ALL STAGES)

POLICE SERVICES - Local (City and/or County) police services and related costs are the responsibility of the host venue. In coordination with Georgia State Patrol (GSP), as well as the Tour's motor and road marshals and in conjunction with the ~~LOC~~ PCTA volunteer program, local police provide for a safe road closure, which may include fixed-post positions, traffic control, crowd control, enforcing no-parking zones and maintaining general public safety.

PUBLIC WORKS AND ROAD SERVICES - Local Public Works and Road Services and costs are the responsibility of the host venue. These services are necessary to support police efforts to ensure road closure and safety of the course. These services include:

- Detours and detour equipment
- Barricades
- Cones
- Printing/posting of No Parking signs
- Removal/restoration and street repair

PERMIT SERVICES - All fees associated with city permits and permit requirements for the operation of the event are to be procured by the host venue on behalf of the Tour. They include, but are not limited to:

- Parking -both on and off street
- Alcoholic beverages -consumption in public, if served at a start, from cups and cans, in a private VIP area
- Road closures and use -closure and use of roads for setup and racing (includes permits for construction of staging, tents, wiring and electrical, portable generators, power equipment, and fork lift)
- Special and Ancillary Events - pre-event and race day
- Banners and Signs -hanging and display of pre-event, race day advertising, and sponsor banners.
- Concession Sales - on-site concession stands and 10 individual peddlers serving the spectators.

EMT/EMS SERVICES - It is the responsibility of the host venue to provide EMT/EMS services for the general public the day of the Overall Start. Please note that the Tour provides medical services for the athletes, team support and staff personnel. Placement of EMT/EMS services will be decided by the Tour's Technical Director.

RESIDENT/BUSINESS NOTIFICATIONS – Host venues are responsible for notifying local residents and businesses of the impact of the tour including road closures, traffic advisories etc.

PORT-O-LETS Host venues will assist the tour in securing port-o-let services or public restrooms during the day of the Overall Start. The number of units and placement of the units will be mutually agreed upon by the host venue and the Tour's Technical Director.

WASTE MANAGEMENT – Host venues will assist the tour with providing waste management/trash removal services during the event and at the conclusion of the Overall Start.

HOTELS, PARKING AND MEALS
(OVERALL START)

HOTEL ACCOMODATIONS

- ROOM BLOCKS - The host venue will secure hotel accommodations for approximately 556 people, equating to approximately 332 rooms, at their sole cost. The room blocks need to be as follows:
- 4 Suites
- 224 Double/Double rooms
- 104 Single Bed rooms
- The room block must be located in no more than three hotel properties, located in close proximity to each other. If that is not possible, it is requested that most rooms (minimally 210 rooms; 4 suites, 68 singles, 138 doubles) are at one hotel location (Headquarter Hotel) in close proximity to the Overall Start line.

MEALS

- DINNER MEAL – The host city will provide the tour with the dinner meal the night before the Overall Start, based upon menu specifications provided by the Tour's Operations director, for the entire entourage of approximately 556 people. The dinner meal will be located at the Headquarter Hotel.
- Excluding athletes and team support personnel, a dinner per diem of $15 (per person) may be provided for staff of 320 people in lieu of participating in the organized dinner meal that is required for teams.
- BREAKFAST MEAL - The host city should provide a breakfast meal the morning of the Overall Start for athletes and team support personnel only (approximately 236 people). The Tour's Operations Director will provide a specific menu for the team breakfast. The breakfast meal will be served at the Headquarter Hotel.
- LUNCH MEAL - The host city should assist the tour with providing a lunch meal the day of the Overall Start stage, for the working media (approximately 35 people). The lunch meal should be located at the designated Media Office.

AUXILIARY SPACES

The host venues are responsible for providing the following auxiliary spaces.

- RACE OFFICE (4 days in advance) – Requires approximately 500 to 1,000 square feet and should be located at the Headquarter Hotel. Must have power, phone line, and wireless internet access.
- MEDIA OFFICE (4 days in advance) - Requires approximately 500 to 1,000 square feet. Must have power, phone line, fax line and DSL and wireless internet access
- STAFF PROCESSING SPACE (4 days in advance) Requires approximately 2,000 square feet, located in or near the Headquarter Hotel and must be secure space.
- PRESS WORK ROOM (2 days in advance) – Requires approximately 500 to 1,000 square feet. Must have power, DSL and wireless internet access
- KICK-OFF PRESS CONFERENCE (2 days in advance) – Requires approximately 1,500 square feet with theater-style seating for 300 people and a sound System with 7 Microphones and multi-box.
- MEDICAL OFFICE (1 day in advance) - Suite at the Headquarter Hotel or a meeting room at Headquarter Hotel with a nearby bathroom
- ALL-STAFF MEETING SPACE (1 day in advance) – Requires approximately 1,500 square feet (can be the same room as the Kick-Off Press Conference) with theater-style seating for 300 people.
- AD-HOC MEETING SPACE (4 days in advance) – Requires approximately 1,000 square feet at the Headquarters Hotel with classroom seating for 70 people and a podium. This room is used for event managers meetings.
- STORAGE SPACE FOR DELIVERIES (6 days in advance) – Requires approximately 1,500 square feet near or at the Headquarters Hotel with staffing to accept and distribute deliveries.

- BICYCLE STORAGE (3 days in advance) – Requires approx 1,500 square feet that can accommodate all team bicycles and can be locked and secured.

PARKING REQUIREMENTS

- VEHICLE PROCESSING LOT (6 days in advance) - Must have capacity for 145 vehicles and 25 trucks with 24-hour access. Must be within walking distance of the Headquarter Hotel
- TEAM PARKING AND MECHANICS WORK AREA (3 days in advance) – Requires a sizable portion of the Headquarters Hotel parking lot with overnight Security. Each team travels with a motor coach, trailer and support vehicle and additional space is needed for mechanics to work on bikes. Must have access to water and power
- VIP / STAFF EVENT PARKING – Requires parking for approximately 80 vehicles within close proximity of start locations day of event.
- EVENT PARKING - Requires parking within close proximity of the start/finish area for approximately 100 vehicles for event staff and festival vendors.

EXHIBIT B

THIS EXHIBIT INTENTIONALLY OMITTED

Exhibit C

2007 Tour de Georgia PCTA Benefit Inventory

Start Venue

Promotional

- Local Media Tour announcing course details, sponsors, ancillary events, etc. (conducted in conjunction with ~~LOC~~ PCTAs and Tour officials)
- Official *Tour de Georgia* Brochures (amount TBD)
- Official *Tour de Georgia* Posters (amount TBD)
- *Official Tour de Georgia Newsletter* (electronic distribution)
- Host Venue recognition on official Tour website: includes local information and showcases area
- Sponsor 'Thank Yous' listed in Tour's Official Map & Spectator Guide (insert)
- Sponsor 'Thank Yous' on Official *Tour de Georgia* website venue pages
- Official *Tour de Georgia* "Welcome Banner" to be placed in prominent location – produced by Tour
- Educational Handbook and Curriculum for 5th Graders – (amount TBD)

Hospitality/VIP

- Thirty (30) Hospitality invitations (for day of race only)
  - *Additional Hospitality/VIP tickets will be available for purchase through the Tour*
- One (1) Official *Tour de Georgia* Leader's Jersey Autographed by 2007 winner
- Official *Tour de Georgia* VIP gifts provided by the Tour (Items/number TBD)
- One (1) Official Starter
- One (1) National Anthem performer (singer/band)
- Integration of **local sponsors and dignitaries** in the official Tour Start Ceremonies (Start line)
- Four (4) tickets provided to Tour's Post Race Celebration - location TBD

On-Site

- Twenty (20) course-side banners **provided by local sponsors/city** (Tour will place -Start line only)
- Eight (8) PAA's (read at Start line only)
- Space for Five (5) expo booths – 10' x 10' (start line expo area only and **Tour will provide tents, tables, chairs)**
- One (1) local information booth (CVB, Chamber, etc) -10' x 10' (start/finish line expo area only)

Exhibit D

Protected Categories (Exclusivity)

EXCLUSIVE
Airline Delta

Apparel – consumer

Apparel – cycling
Hincapie Sportswear

Carbonated Beverage (incl. isotonic)

Energy Provider

Energy Solutions

Healthcare Network

Healthcare/Sports Medicine
Emory Healthcare

Home Improvement

Merchandiser
eCorporate Solution

Retail Banking/Financial

Investments
United Community Bank/United Community Advisory Services

State Tourism/Economic

Development
Georgia Department of Economic Development

Tire (auto/bike)

Water

EXHIBIT G

TOUR MARKS GUIDELINES

(a) The Tour Marks shall be used in accordance with the Tour de Georgia Graphics Standards Manual, published by Medalist from time to time;

(b) Host shall not use the Tour Marks in any manner that is misleading or that reflects unfavorably upon the reputation of the Tour, Medalist, GPED, the State of Georgia, or any competitor in the Tour or in any manner that is contrary to applicable laws and regulations, including, without limitation, those relating to truth in advertising and fair trade practices;

(c) Host shall not (i) permit any tradename or mark of a third party to appear in conjunction with Host's materials that display any of the Tour Marks; or (ii) participate with any third party in a promotion using the Tour Marks or permit the Tour Marks to be used in a manner that could be reasonably interpreted as a promotion or endorsement of a third party's products or services;

(d) Host shall not use the Tour Marks without the appropriate trademark or copyright designation as required by Medalist;

(e) Host acknowledges that its selection as a stage venue is not based upon the results of any quality comparison between Host and any other municipality within the State of Georgia and agrees that it shall not represent otherwise to any third party or use the expressions "selected", "approved", "warranted", "preferred", or "consented to" by Medalist, GPED, the State of Georgia, or the Tour, or any similar endorsement;

(f) Host shall not use the license granted under this Agreement in any comparative advertising; and

(g) Host shall not, after the expiration or termination of this Agreement, use any slogan or graphic device that was developed for use in conjunction with the Tour Marks if such slogan or graphic device implies an ongoing association with the Tour.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Administrative Services Director / City Clerk**

DATE: **March 30, 2007**

SUBJECT: **Request for Council to consider allowing Segway vehicles on the Multi-Use Paths**
April 5, 2007, City Council Meeting

Recommendation:

Due to the receipt of the request on Friday, March 30, staff does not have a prepared recommendation. Staff will try to forward more information prior to the meeting on the 5^{th}.

Discussion:

Doug McMurrain of RAM Development has requested that Council consider modifying Peachtree City's Golf Cart Ordinance to allow the Segway vehicles on the paths. Copies of Mr. McMurrain's letter and the current ordinance are attached.

One of the spaces in Mr. McMurrain's retail development on Highway 54 West is a Segway store. The sign is in place, but space is not yet finished and the business has not opened. Our understanding is the owner was aware of the restrictions pertaining to Peachtree City's paths.

Budget Impact:

This item has no budgetary impact beyond the sales taxes and occupational taxes generated by any retail establishment.

RAM DEVELOPMENT GROUP, INC

March 30, 2007

Ms. Betsy Tyler
Information Officer
City of Peachtree City
Peachtree City, GA

Dear Ms. Tyler:

Please allow this letter to serve as formal request to heard by the City Council to consider an amendment to your Ordinances to permit the use and operation of a "Segway" personal transportation device on the pathways in the City. We would like to be place on the first available hearing date.

Sincerely,

Doug McMurrain
Partner

1915 AIRPORT ROAD • ATLANTA, GA • 30341
PHONE: 770-452-7435 • FAX: 770 452 7758

ARTICLE III. MOTORIZED CARTS

Sec. 78-91. Findings; definition.

(a) The city council finds that all streets and paved recreational paths located within the territorial boundaries of the city and under its jurisdiction are designed and constructed so as to safely permit their use by operators of motorized carts, electric bicycles, and low speed motor vehicle ("LSMV"), except as stated elsewhere in this article.

(b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

All-terrain vehicle means any motorized vehicle designed for off-road use which is equipped with three or more low pressure tires and with a seat to be straddled by the operator and with handlebars for steering control.

Bicycle means every device propelled by human power upon which any person may ride, having only two wheels which are in tandem and either of which is more than 13 inches in diameter.

Dealer means a person engaged in the business of buying, selling, or exchanging vehicles who has an established place of business in this state.

Electric bicycle means a device with two or three wheels which has a saddle and fully operative pedals for human propulsion and also has an electric motor. For such a device to be considered an electric assisted bicycle, it shall meet the requirements of the Federal Motor Vehicle Safety Standards, as set forth in 49 C.F.R. Section 571, et seq., and shall operate in such a manner that the electric motor disengages or ceases to function when the brakes are applied. The electric motor in an electric assisted bicycle shall:

(1) Have a power output of not more than 1,000 watts;
(2) Be incapable of propelling the device at a speed of more than 20 miles per hour on level ground; and
(3) Be incapable of further increasing the speed of the device when human power alone is used to propel the device at or more than 20 miles per hour.

Electric personal assistive mobility device or EPAMD means a self-balancing, two non-tandem wheeled device designed to transport only one person and having an electric propulsion system with average power of 750 watts (one horsepower) and a maximum speed of less than 20 miles per hour on a paved level surface when powered solely by such propulsion system and ridden by an operator who weighs 170 pounds.

Gross weight means the weight of a vehicle without load plus the weight of any load thereon.

Low-speed motor vehicle or LSMV means any four-wheeled electric vehicle whose top speed attainable in one mile is greater than 20 miles per hour but not greater than 25 miles per hour on a paved level surface and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles set forth in 49 C.F.R. Section 571.500 and in effect on January 1, 2001.

Moped means a motor driven cycle equipped with two or three wheels, with or without foot pedals to permit muscular propulsion, and an independent power source providing a maximum of two brake horsepower. If a combustion engine is used, the maximum piston or rotor displacement shall be 3.05 cubic inches (50 cubic centimeters) regardless of the number of chambers in such power source. The power source shall be capable of propelling the vehicle, unassisted, at a speed not to exceed 30 miles per hour (48.28 kilometers per hour) on level road surface and shall be equipped with a power drive system that functions directly or automatically only, not requiring clutching or shifting by the operator after the drive system is engaged.

Motorcycle means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor, all-terrain vehicle, dirt bike, and moped.
Motor driven cycle means every motorcycle, including every motor scooter, with a motor which produces not to exceed five brake horsepower, every bicycle with a motor attached, and every moped.
Motorized cart means every motor vehicle having no less than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour.
Motorized play vehicle means a coaster, scooter, pocket bike, any other alternatively fueled device, or other motorized vehicle that is self-propelled by a motor engine, gas or electric, and is not otherwise defined in this code as a "motorized cart", "low speed motor vehicle (LSMV)" "motor vehicle", "motorcycle", "electric bicycle", motorized skateboard", "electric personal assistive mobility device" or "motorized wheelchair".
Motorized skateboard means a self propelled device, including Segways, that has a motor, gas or electric, a deck upon which a person may ride, not equipped with a seat, and at least two tandem wheels in contact with the ground and which is not otherwise defined in this code as a motor vehicle", "motorcycle", "motorized play vehicle", "motor scooter", "electric personal assistive mobility device" or "motorized wheelchair".
Motorized wheelchair means a self-propelled wheelchair that is used by a physically disabled person for mobility.
Pocket motorcycle or pocket bike means a two-wheeled vehicle other than a motor vehicle, bicycle with helper motor or a motorized scooter and which is propelled by an internal combustion engine, electric motor or other mechanical means, is capable of carrying a rider and/or passenger at a speed in excess of 20 miles per hour, and is designed to replicate the general appearance of a motorcycle, regardless of the scale of the replication.

Sec. 78-92. Registration/transfer requirements.
(a) Motorized carts. It shall be the duty of every owner of an electric or gasoline-powered motorized cart that is operated over the recreation paths and streets and those areas accessible by the public to register the cart with the city within ten business days of the date of purchase. Two numerical decals shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner, shall be maintained by the city clerk's office. The decals must be affixed to the sides of the cart in such a manner as to be fully visible at all times. The failure to have a current registration decal on a motorized cart shall be a violation of this section and subject the owner of such cart to the penalties set forth in section 1-11.

(1) Resident fee. The registration fee for motorized carts owned by city residents shall be $12.00, and the registration shall be effective until the next regular registration period. Registration periods shall occur every five years, beginning in 2006.
(2) Non-resident fee. In addition to the initial $12.00 fee for the registration and decal, an annual registration/user fee of $60.00 shall be charged to nonresidents of the city. The nonresident fee is due by January 31 each year until such time as the cart is sold or otherwise disposed of. This nonresident registration/user fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership, unless the nonresident had previously paid the registration/user fee the same calendar year, in which case the $12.00 registration fee would be required to register and obtain decals for the new cart.

(3) Registration deadline. If the cart is not registered within ten business days of purchase, a $20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten business-day period.

(4) Transfers. Upon occurrence of a sale of the cart to another person who shall operate the cart over the recreation paths and streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of $5.00, and if the new owner is not a city resident, the nonresident registration/user fee for the balance of the year shall be due from the new owner. If the registration is not transferred within ten business days, a $20.00 penalty will be applied in addition to the $5.00 transfer charge; and the cart shall be considered an unregistered cart after the ten business-day period. Dealers acquiring a registered cart exclusively for resale (non-rental) shall not be required to pay the transfer charge, but shall notify the city of the transfer within ten business days of receiving the cart, and of the ultimate disposition of the cart within ten business days of sale.

(5) Special tourism events. Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.

(b) Gasoline carts.

(1) Every gasoline powered motorized cart shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:

a. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.

b. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.

c. The engine and powered mechanism of every cart shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.

(2) It shall be unlawful for the owner of any gasoline powered motorized cart to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a cart by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

(c) Rental carts. Cart dealers and distributors, as well as other commercial establishments, may rent carts to the public for use on the recreation paths and streets and those areas accessible by the public of the city. Each such establishment renting carts shall be required to register each such rental cart in accordance with subsections (a) and (b) of this section and shall maintain a written record of each person who rents each cart. Renters shall be required to furnish positive identification, shall be provided a copy of this article to read, and must be at least 16 years of age. The registration fee and transfer fees and regulations shall be the same as those in subsections (a) and (b).

(d) Age, number of registrants limited. Only those persons 18 years of age or older may register a motorized cart. Cart registration may be in one person's name only, and the registration form must be signed by that person.

(e) LSMV. No LSMV shall be operated on the paved recreational paths or streets located within the territorial boundaries of the city unless it is legally registered and insured according to laws of the state.

Sec. 78-93. Operation regulations.

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

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

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

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

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

(d) No person under the age of 12 shall be permitted to drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city under any circumstances.

(e) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the recreation paths, streets and those areas accessible by the public in the city. Where cart paths exist, they must be used in preference to parallel city streets with the exclusion of those cart paths privately owned and maintained by the Flat Creek and Braelinn clubs as part of the golf courses and not used by the general public.

(f) Motorized carts shall not be operated on sidewalks at any time.

(g) Motorized carts may be operated over those authorized streets, recreational paths and those areas accessible by the public only during daylight hours unless such motorized carts are equipped with functional headlights and taillights.

(h) No motorized cart shall be permitted to operate over, along, or across Highway 74, Highway 54, Peachtree Parkway or Crosstown Road between Peachtree Parkway and Highway 74 within the boundaries of the city except where authorized crossings are provided.

(i) It shall be unlawful for the owner of any motorized cart or LSMV or any other person operating, employing, permitting the use of or otherwise directing the use of such motorized cart or LSMV to operate or permit the operator of any motorized cart or LSMV to drive over the recreational paths, streets or those areas accessible by the public in the city in violation of this article.

(j) LSMV. Only persons possessing a valid license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the highways of the state may operate a LSMV on the paved recreational paths or streets located within the territorial boundaries of the city.
(k) No LSMV shall be permitted to operate on, over, along, or across Highway 74, Highway 54, Peachtree Parkway or Crosstown Road between Peachtree Parkway and Highway 74 within the boundaries of the city except where authorized crossings are provided. No LSMV shall be permitted to operate on any street of which the posted speed limit exceeds 35 miles per hour. Except as prohibited above, LSMVs shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour.

Sec. 78-94. Recreation path users--Authorized.
Authorized users of asphalt recreation paths and sidewalks are as follows:
(1) Pedestrians;
(2) Nonmotorized vehicles;
(3) Roller skates, roller blades and skateboarders (daylight only);
(4) Registered electric-powered golf carts;
(5) Registered gasoline-powered golf carts;
(6) Emergency and authorized maintenance vehicles;
(7) Bicycles, traditional and electric (as defined in section 78-91);
(8) Electric and conventional wheelchairs; and
(9) Electric vehicles designed to carry one person at a speed not to exceed 20 miles per hour except as prohibited in section 78-95.
(10) LSMV provided that the vehicle is operated only in a mode or other restriction which does not allow the vehicle to exceed 20 miles per hour.

Sec. 78-95. Same--Prohibited uses.
Prohibited uses of recreation paths are as follows:
(1) Automobiles and trucks (except authorized maintenance vehicles);
(2) Motorcycles;
(3) Street and trail motorized bikes or vehicles (not to include electric bicycles);
(4) Minibikes and mopeds;
(5) Horses;
(6) Go-carts;
(7) Un-registered electric-powered golf carts or motorized carts;
(8) Un-registered gasoline-powered golf carts or motorized carts;
(9) Electric or gasoline powered scooters;
(10) Motorized play vehicles;
(11) Un-registered LSMVs; and
(12) Except as permitted in section 78-94, any vehicle designed by the manufacturer to be able to travel at speeds in excess of 20 miles per hour under its own power on a flat surface.

(Ord. No. 757, 4-19-01; Ord. No. 779, 12-20-01; Ord. No. 851, § 2, 7-21-05)

Editor's note: Ord. No. 757, adopted Apr. 19, 2001, repealed former § 78-95, and enacted a new § 78-95 as set out herein. The former § 78-95 pertained to similar material. See Code Comparative Table.

Sec. 78-96. Hazardous activities and special rules.

(a) Paths are for transportation and public recreation by the various groups of permitted users. No individual or group shall engage in hazardous activities on the paths and streets and those areas accessible by the public. Such hazardous activities, and the special rules pertaining to them, include but are not limited to the following:

(1) Racing of any form, except for special events approved by the city; and

(2) Blocking of public access, except for special events approved by the city.

(b) None of the prohibited users in section 78-95 shall use the path system or the bridges and/or their underpasses for any purpose whatsoever.

(c) Pedestrians, skaters and permitted vehicles shall not loiter or park on recreation path bridges or in underpasses.

(d) Normal rules of the road shall apply to the recreation paths. For instance, when approaching oncoming path users, each user shall move to his right side of the path. Passing shall be on the left side of the path.

(e) Pedestrians should be given due consideration and reasonable right-of-way by other users of the recreation paths to ensure them safe passage.

(f) A warning or announcement shall be given by operators of golf carts and other users of the recreation paths, such as bicyclists and skaters, when approaching pedestrians from the rear. This warning or announcement may be verbal, but it is recommended that bicyclists and golf cart operators equip their vehicles with a warning device such as a horn or bell. Each user of the recreation paths shall be considerate of the safety and welfare of other users, and dangerous conduct will not be tolerated.

(g) All laws and ordinances relative to alcohol and its use, including open container laws, which apply to traffic on the streets of the city also apply to the recreation paths.

(h) All litter shall be deposited in the receptacles provided along the recreation paths or retained by the path user for proper disposal later. Littering on the recreation paths shall be subject to twice the fines and penalties as littering on the streets.

(i) All users of electric bicycles shall wear a properly fitted and fastened bicycle helmet which meets the standards of the American National Standards Institute or the Snell Memorial Foundation's Standards for Protective Headgear for Use in Bicycling or a motorcycle helmet while operating an electric bicycle on the recreational paths.

(j) No one under the age of 15 shall operate an electric bicycle on the recreational paths.

(k) Seat belts on LSMVs shall be worn by all occupants at all times the vehicle is moving.

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

Sec. 78-96.1. Motorized play vehicle; authorizations; prohibitions; disclosure requirements.

(a) No motorized play vehicle may be operated on any public street, public roadway, public sidewalk, public park, public or private parking lot, public trail, public shared multi-use path, public bicycle path, and all other public property.

(b) Motorized play vehicles are permitted on private residential property with the permission of the property owner. In the case of residential property commonly owned by a homeowner association, the homeowner association may regulate such usage.

(c) No motorized play vehicle may be operated on any private commercial/industrial property unless the location where the vehicles are to be operated is inaccessible to normal pedestrian or vehicular traffic (such as an enclosed warehouse or fenced parking lot with a locked gate). Motorized play vehicles may be operated on private commercial/industrial property meeting these restrictions with the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either.

(d) No person shall operate a motorized play vehicle on any private property in a manner causing excessive, unnecessary, or offensive noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitivity.

(e) The parent, guardian, or legal custodian of any minor shall not authorize or knowingly permit such minor to violate any of the provisions of this section.

(f) It is unlawful for any vendor or merchant to sell motorized play vehicles without making disclosures required by this section. Any merchant or vendor who sells motorized play vehicles within the city shall:

(1) Post in a prominent place at each location where motorized play vehicles are on display, a notice, on a sign not less than 96 square inches and visible to the public, stating that operation of motorized play vehicles:

a. Are prohibited on any public street, public roadway, public sidewalk, public park, public parking lot, public trail, public shared multi-use path, public highway or any part of a highway, public bicycle path and all other public property in the city.

b. Are allowed to be used on private residential property with owner's written permission.

c. Are allowed to be used on private commercial/industrial property only in areas inaccessible to normal pedestrian or vehicular traffic and only with the written permission of the owner/agent.

(2) Provide a copy of such notice to each purchaser of a motorized play vehicle, either before or in connection with the purchase of a motorized play vehicle. If the purchaser is a minor, the minor's parent or legal guardian must sign a receipt of said notice.

(3) Any motorized play vehicle owned by a governmental entity and which is operated in the performance of authorized duties or activities, is exempt from the provisions of this section.

(f) Temporary suspension of all or part of this section may be granted by the city council for special events.