

City Council of Peachtree City
Agenda
April 3, 2014
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
- Dave Williams a recognition Board Recognition Mike - WASH
- IV. Public Comment
Shuman, Eric Slepian, Ethel
- V. 10-Minute Talk
Vanessa Wilkins, Executive Director, Promise Place
- VI. Agenda Changes
- VII. Minutes
March 20, 2014, Regular Meeting Minutes
- VIII. Consent Agenda
 1. Consider Structural Lining of Stormwater Pipe - Ashley Way
- IX. Old Agenda Items
- X. New Agenda Items
 - 04-14-01 Public Hearing - Consider Rezoning Request for 17.2-acre tract on MacDuff Parkway (John Wieland Homes and Neighborhoods)
The applicant has withdrawn this request. - No action needed
 - 04-14-02 Public Hearing - Consider Rezoning Request for 86.7-acre tract in Wilksmoor Village (John Wieland Homes and Neighborhoods)
The Planning Commission postponed the Public Hearing on this item, so Council will need to postpone consideration and the Public Hearing as well. - cont. to May 15
 - 04-14-03 Public Hearing - Consider Lifting Moratorium on Multi-Family Housing for Proposed Assisted Living Facility, Lexington Circle Tract
Applicant desires to construct freestanding assisted living facility in Lexington Circle - cont to April 17
 - 04-14-04 Consider Land Swap with Peachtree City Church of Christ
The church wishes to exchange parcels adjacent to the Church of equivalent appraised value. - approved 5-0
 - 04-14-05 Consider Police K-9 Team Replacement
- approved 3-2 (Mike Fey)
- XI. Council/Staff Topics
Hot Topics Update
- XII. Executive Session

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

AFFIDAVIT OF PRESIDING OFFICIAL(S) FOR A CLOSED PUBLIC MEETING

While in Regular Session, the motion was made to enter into an Executive Session to discuss certain matters in a closed session.

- (X) To discuss with council **pending and/or potential litigation**, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- (4) A meeting to discuss the **purchase, disposal of, or lease of property**; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- (X) A meeting discussing the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a **public officer or employee**, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).
- () Discussion in Executive Session of **Records** that are otherwise protected from disclosure under the Open Records Act as pursuant to O.C.G.A. Section 50-14-3(b)(4).

X The subject matter of the Executive Session of the Regular Session was devoted to matters within the exceptions provided by law.

Because of events occurring during the closed session, I am unable to affirm the subject matter of the Executive Session of the Regular Session was devoted to only matters within the exceptions provided by law.

[Signature]
Mayor

COUNCIL REPRESENTATION ATTENDING CLOSED SESSION

I attended the closed session described above and I acknowledge the Presiding Official has executed the affidavit in reliance upon my representation that I did not observe a violation of the Open Meetings Law and the Presiding Official may rely upon my representation that no illegal activities occurred with regard to this meeting.

So represented this, the 3rd day of April, 2014.

Signatures of members participating in the meeting:

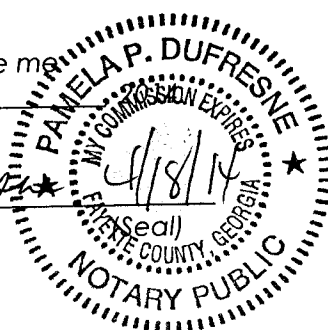
[Signature]
[Signature]

[Signature]
[Signature]

[Signature]
City Attorney

Sworn to and subscribed before me
this 3rd day of April

[Signature]
Notary Public



City Council of Peachtree City
Meeting Minutes
March 20, 2014
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met on Thursday, March 20, 2014. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Representatives from the Marine Corps League, Detachment 1325, presented the City with a Certificate of Appreciation for patriotism in flying the United States Flag at city facilities. Fleisch proclaimed April 2014 as Confederate History and Heritage Month and April 26 as Confederate Memorial Day. Glenn Allen accepted on behalf of the Sons of the Confederate Veterans and invited the community to tour the organization's historic archive in Fayetteville. Fleisch proclaimed April 1 as a Day of Recognition to National Service. Cindy Hall accepted on behalf of Volunteers in Service to America (VISTA) with AmeriCorps.

Fayette County Development Authority (FCDA) Chairman Matt Forshee noted the FCDA had entered into an agreement with the City to provide economic development services two years ago. Forshee introduced Emily Poole to report on the Business Retention and Expansion Program (BREP) in Peachtree City.

Poole noted that there were currently 15,330 jobs (full and part time) with the average earnings of \$50.02. In 2013, Peachtree City had 1,839 jobs in the Manufacturing category, which was an increase of 12% over 2010. At the same time, the Atlanta MSA declined by 4%, Georgia declined by 3%, and the United States declined by 5%. Peachtree City's population of 34,401 was holding steady, but the city was seeing a decline in ages 5-19 and 35-54, while the 65 and older age bracket was increasing.

Poole continued that the BREP helped address a variety of needs faced by companies in Peachtree City. The program supported local companies to ensure they stayed in Peachtree City and continued investing in the community and providing jobs here.

Peachtree City had a range of national and international corporations. The majority of challenges faced by local companies were workforce development assistance and facility needs. Three expansions were currently underway in Peachtree City, with capital investment totaling \$30 million and the addition of 350 new jobs. Five additional expansions were planned but still confidential, with over \$10 M in investment and 100 additional jobs. The most recent announced company locating to Peachtree City was the corporate offices for Interfor, who would occupy 12,000 sq. ft. of existing office space and bring executive positions with a pay scale higher than the average wage in Peachtree City.

Public Comment

There was none.

Agenda Changes

There were none.

Minutes

Imker moved to approve the minutes of the March 4, 2014, workshop and the March 6, 2016, meeting as submitted. Ernst seconded. Motion carried unanimously.

Monthly Reports

Imker noted that litigation services for the Mrosek lawsuit continued to mount up, averaging \$20,000 per year, for a single case that had been ongoing since 2010.

Consent Agenda

1. **Consider Alcohol License for The Fred – Georgia Shrimp Company**
2. **Consider Approval of Request to Apply for GOHS/MATEN Highway Safety Grant**
3. **Consider Approval of Request to Apply for GOHS Highway Safety Small Agency Incentive Grant**

Ernst moved to approve the Consent Agenda as presented. Learnard seconded. Motion carried unanimously. Learnard noted that they had just brought in \$30,000 in non-matching grant funding thanks to the dedicated people at the Police Department.

New Agenda Items

03-14-03 Consider Agreement with KPTCB regarding Cart Paths

City Manager Jim Pennington noted at the March 4 Workshop, Council had discussed maintenance of streets and paths, and the evening ended with a discussion of expanding Keep Peachtree City Beautiful's (KPTCB) role on the paths, emptying the trash cans along the paths, performing cleanup in some of the more heavily used areas, and reporting problem areas to Public Works.

The change order before Council that evening formalized those increased duties and would cost \$22,900 for the remainder of 2014, with an estimated cost of \$45,760 in FY 2015.

Learnard moved to approve the change order. Ernst seconded. Motion carried unanimously.

03-14-04 Discuss Subdivision Entrance Sign Replacement Policy

Interim Public Services Director Jon Rorie addressed Council saying the subdivision entrance signs had been an ongoing discussion item and moving target over the years. Staff was requesting Council to provide clear policy direction moving forward, and then gave a presentation about the history of the issue and possible ways to move forward.

Rorie noted most of Peachtree City's neighborhoods had one or more subdivision entrance signs installed in the City's rights-of-way. The developers maintained the signs for the first two years, after which the City inherited the signs and maintenance.

Prior to January 2014, the City did not have an inventory of all the entrance signs. An inventory had been completed and the signs had been categorized based on the materials. Forty-one signs were maintained by the Homeowner Associations that owned them. The City was responsible for 157 subdivision entrances and a total of 171 entrance signs.

Masonry signs composed about 46% of the inventory, and those signs required the least maintenance. Another 33% of the signs were a stucco/foam/EFIS material, which had a moderate demand for maintenance and replacement. The remaining 20% of the signs were constructed of wood, and those had the highest demand for maintenance and replacement. This category totaled 34 signs.

Rorie said the City had received a quote from an outside vendor for \$3,035 to repair the stucco, repaint the sign, and repaint the lettering for the sign at Southern Trace. The City staff and sign shop could perform the same repairs at about 1/3 the cost.

Rorie then noted the grand scale of the Spooner Ridge sign, adding that it was repeated in four locations. Staff could remove the components for approximately \$6,000. One of the signs had significant damage from tree roots. The estimate for an outside contractor to repair the sign was \$3,400.

Rorie then said it cost about \$1,500 to \$1,800 to replace modestly sized wooden and stucco signs. A small masonry sign would cost more, but last significantly longer. The City had been using a \$1,500 amount to repair or replace signs as necessary, but that was no longer an adequate amount. Council first needed to decide if the City should be spending any tax dollars on these signs, and if the answer to that was "yes," then to determine what was a reasonable amount to spend.

The policy decisions before Council included:

- Should the City expend funds for subdivision sign maintenance, or remove signs as they deteriorate? If they do replace, what should the maximum expenditure be?
- What should the standard sign be? Masonry, EFIS/Foam, Wood?
- Can the City transfer responsibility for sign maintenance?
- Can the City provide funds to replace signs and limit its exposure going forward?
- Should the City install signs where none have been previously if requested?

Rorie said his initial instinct had been to eliminate the subdivision signs, but during this process he had learned how important the signs were to neighborhood identity and community ambiance. He had developed a draft policy that he would forward to Council for their review and comment before bringing a finalized policy forward for a Council vote.

Rorie continued that the funding level Council ultimate decided upon should be included in the FY 2015 budget, and there should be a designated schedule for cleaning, repairing, and replacing a specific number of signs per month and per year.

One option was to replace the signs as they needed it with a standard 3' x 3' brick column for approximately \$3,500, with the understanding that the brick would last significantly longer than wooden or stucco signs. Another option was to allow 50% plus 1 of the registered property owners in a neighborhood to petition for a better sign and provide additional funding to cover the costs over the set amount. This option would allow neighborhoods some input on the signs. Having neighborhoods without a Homeowner Association accept maintenance responsibility was something of a risk, but was also an option that might allow for the slightly higher expenditure on the masonry signs.

Rorie said he wanted to present these ideas for discussion, and then a formalized policy that could be brought back for Council adoption in April.

Fleisch thanked Rorie, saying the City needed a policy, and asked if staff would rate the signs to assign the priority for maintenance or replacement. Rorie said that was what he envisioned. Pennington suggested obtaining public feedback to help Council in formulating the policy. Learnard asked how Council thought the public input could best be obtained, and Council discussed the possibility of a workshop or a link on the website.

Imker noted that his neighborhood's sign had been falling apart. There were only seven homes in the neighborhood, and the residents had fixed it themselves. He felt neighborhoods without a Homeowner Association should pay for their own signs, and the City should remove signs that

neighborhoods allowed to fall into disrepair. If the neighborhood wanted the sign reinstalled, they could pay for it. Learnard said that approach also brought up issues of consistency.

Fleisch noted the Highlands and Greensway had no HOAs, but neighbors had pooled their funds to replace their enhanced signs. Once a neighborhood was established with no HOA, it was very difficult to establish one because 100% of the homeowners had to join. King expressed an interest in neighborhoods repairing their own signs, and, if the signs deteriorated too much, the City would then remove them.

Fleisch asked if a workshop was the best way to obtain public input because the meetings were not well attended. Ernst felt either a workshop or some type of public notice was important to give citizens the opportunity for input. Learnard noted the standard workshop date in April conflicted with Spring Break. Fleisch suggested obtaining public input in April, either through a workshop or some other means, and then having the policy finalized in May.

Council/Staff Topics

Pennington said the scoreboards for Meade Fields were scheduled to be replaced the following week.

Pond and Company was deep in the data collection phase of the Highway 54 West traffic study and would be getting data from Coweta County. Staff hoped to have information to update Council in April on the status.

City Attorney Ted Meeker said Council needed to enter Executive Session to discuss real estate, pending or threatened litigation, and a personnel matter.

Imker moved to convene into Executive Session at 8:09 p.m. to discuss real estate, pending or threatened litigation, and a personnel matter. Learnard seconded. Motion carried unanimously.

Executive Session

Learnard moved to reconvene in regular session at 8:55 p.m. Ernst seconded. Motion carried unanimously.

Imker moved to deny the claim of Ms. Cruz as such claims were presented. Ernst seconded. Motion carried unanimously.

There being no further business, Imker moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 8:59 p.m.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director *JS*
Purchasing Agent *W*
Public Services Director *W*

FROM: Stormwater Manager *MM*

DATE: March 21, 2014

SUBJECT: Structural Pipe Lining – Ashley Way

Recommendation:

Staff recommends sole source approval of the attached quote from Utility Asset Management, Inc. (UAM) to assist the City in structurally repairing 479 lineal feet of 30-inch and 36-inch diameter corrugated metal storm drainage pipe located along Ashley Way. UAM will perform the structural repairs for the not to exceed amount of \$62,720.00.

Discussion:

During a visual inspection of the above mentioned storm drainage system, staff observed that the pipe inverts along the entire system were severely corroded and, in numerous locations, had completely rusted away resulting in eroded void spaces below the pipe. The services provided by UAM (Centrifugally Cast Concrete Pipe) is the best option for the observed failures in that it can be quickly installed and provides a structural component without having a significant expense that would result from open excavation and replacement. Comparatively, open cut replacement of the pipe system along Ashley Way was estimated to cost \$139,241.00.

In addition, UAM is the only local vendor that can provide this service. As such, it is recommended that this project be sole sourced to UAM as no other vendor is available. The City has used UAM in the past and has been satisfied with their work.

Budget Impact:

Staff recommends that \$62,720.00 be funded from Stormwater Utility Fund account 521-4250-541947 Project Code SW-047-CONSTR. *W*

Attachments

cc: City Engineer's File



November 20, 2013

Quote No. 13207

Mr. Michael Madison
Storm Water Manager
City of Peachtree City
209 McIntosh Trail
Peachtree City, Georgia 30269

RE: Ashley Way

Scope of Work: Furnish materials, equipment, labor and supervision for items listed below in accordance with engineer's specifications and plans.

Bid Schedule

Size/Repair Description	Quantity	Units	Unit Price	Total Price
Ashley Way				
Storm Pipe Lining at 1/2" Minimum Thickness				
30" x 329 LF	329	LF	\$ 130.00	\$ 42,770.00
36" x 150 LF	150	LF	\$ 133.00	\$ 19,950.00
Total				62,720.00

Notes:

- Includes only incidental bypass pumping (3" max pump size)
- Minimum charge of 50 LF per pipe
- Mobilization, traffic control, and other pay items that may be required to complete the project or work order will be negotiated using the general contractor's pricing for the same item.
- Liner thickness will be a 1" minimum, based on the engineering design guide that is typical for most situations. Additional thickness will be based on the unit price times the percentage thicker than 1".
- Spin cast lining does not include the cost for bolted sectional panel pipes or liner plates.
- The general contractor to provide all access to the work site; a clean water supply; and all permits and rights of entry (if required).

Please contact me if you have any questions about this proposal or need additional information.

Sincerely,


Glenn Fowler
Vice President

CERTIFIED FEMALE BUSINESS ENTERPRISE

Corporate Office:
86 Peaches Drive
Reynolds, GA 31076
478-847-2301

Atlanta Area Office:
75 Mendel Drive
Suite C
Atlanta, GA 30336
404-691-4836

E-Fax : 678-623-0282

505 Ashley Way Open Cut Replacement Cost Estimate

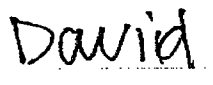
Item	Description	Unit	Units	Unit Rate	Cost
General					
1	Payment & Performance Bonds	LS	1	\$2,730.23	\$2,730.23
2	General Conditions	LS	1	\$12,971.70	\$12,971.70
3	Surveying	LS	1	\$3,000.00	\$3,000.00
Demolition					
4	Clearing	LS	1	\$2,500.00	\$2,500.00
5	Removal of Existing Pipe and Structures	LS	1	\$7,500.00	\$7,500.00
6	Removal of Existing Roadway (incl curb)	SY	810	\$20.00	\$16,200.00
Site Work					
7	30-inch RCP	LF	329	\$60.00	\$19,740.00
8	36-inch RCP	LF	150	\$70.00	\$10,500.00
9	30-inch Headwall	EA	1	\$1,200.00	\$1,200.00
10	36-inch Headwall	EA	1	\$1,500.00	\$1,500.00
11	Junction Box	EA	1	\$1,600.00	\$1,600.00
12	Single Wing Catch Basin	EA	2	\$1,800.00	\$3,600.00
13	Double Wing Catch Basin	EA	1	\$2,500.00	\$2,500.00
14	Pavement Section (incl curb)	SY	810	\$50.00	\$40,500.00
Miscellaneous					
15	Traffic Control	LS	1	\$2,700.00	\$2,700.00
16	Erosion Control	LS	1	\$3,000.00	\$3,000.00
17	Utility Conflicts	LS	1	\$7,500.00	\$7,500.00
Estimated Cost =					\$139,241.93

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Community Services Director 
City Manager

FROM: Planning and Zoning Administrator 

DATE: March 28, 2014

SUBJECT: Consider rezoning request for 17.2-acre tract of land on MacDuff
Parkway (John Wieland Homes and Neighborhoods)
April 3, 2014 City Council Agenda

At the Applicant's request, this rezoning request has been withdrawn.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Community Services Director
City Manager

FROM: Planning and Zoning Administrator *David*

DATE: March 28, 2014

SUBJECT: Consider rezoning request for 87.6-acre tract of land on MacDuff Parkway (John Wieland Homes and Neighborhoods)
April 3, 2014 City Council Agenda

Recommendation

That Council continue discussion on this item until the May 15 City Council meeting.

Discussion

Following a lengthy discussion in a workshop format at the March 24 Special Called Planning Commission meeting, the Applicant agreed to continue discussion of this request until the preliminary findings of the SR 54 W Corridor Study had been prepared.

The Applicant has requested that discussion on this item be continued to the May 15 City Council meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Community Services Director 
City Manager

FROM: Planning and Zoning Administrator *David*

DATE: March 28, 2014

SUBJECT: Request by The LaSalle Group to lift the moratorium on multi-family housing, Lexington Circle, Tract 7 (4.71 acres)
April 3, 2014 City Council agenda

Recommendation:

That Council continue discussion on this item until the April 17, 2014 meeting.

Discussion:

Because a Public Hearing is required to consider this request, a legal ad must be submitted to the paper and the property must be properly posted. The legal ad was published, but the site was not properly posted.

The Public Hearing is being rescheduled so the site can be properly posted.

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III 
City Attorney

DATE: March 28, 2014

RE: Proposed land swap with Peachtree City Church of Christ

The Peachtree City Church of Christ has proposed a land swap with the City. The property to be acquired by the church, and donated to the City, are indicated on Exhibit "A" to the attached contract.

The properties have been appraised and qualify for a land swap pursuant to O.C.G.A. § 36-37-6(c) if they are approved by the Council. Once approved, the contract will be signed and the proposed land swap will be advertised in the paper for four (4) consecutive weeks. Once that period is concluded, the City will proceed to close the transaction between May 5, 2014 and May 9, 2014.

If council wants to approve this transaction, the motion will be to approve the appraisals and proposed land swap and authorize the Mayor to sign the attached contract.

TPM/kg
Enclosures

CONTRACT FOR THE EXCHANGE OF REAL PROPERTY

GEORGIA, FAYETTE COUNTY

THIS CONTRACT, made as of this _____ day of _____, 2014, by and among PEACHTREE CITY CHURCH OF CHRIST, INC. (hereinafter referred to as "Seller"), the CITY OF PEACHTREE CITY, GEORGIA, a municipal corporation, (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller wishes to exchange with Purchaser, and Purchaser wishes to exchange with Seller, certain real property more particularly described hereinafter and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and for other valuable considerations, in hand paid by Purchaser to Seller and by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Exchange of Property. Seller agrees to convey to Purchaser, and Purchaser agrees to receive from Seller, upon the terms and conditions hereinafter provided, that certain real property located in Fayette County, Georgia consisting of approximately 21,000 square feet and being more particularly identified as **"To be Donated"** on Exhibit "A", which is attached hereto and by reference made a part hereof, together with any improvements located thereon, all plants, trees and shrubbery located thereon, and all right, title and interest of Seller in and to any public rights-of-way or private drives adjacent thereto (all of which property is collectively hereinafter referred to as the "Tract A"). In exchange for such conveyance, Purchaser agrees to convey to Seller, and Seller agrees to receive from Purchaser, upon the terms and conditions hereinafter provided, that certain real property located in Fayette County, Georgia consisting of approximately 18,500 square feet and being more particularly indentified as **"To Be Acquired"** on Exhibit "A", which is attached hereto and by reference made a part hereof, subject to any easements reserved by Purchaser (all of which property is collectively hereinafter referred to as the "Tract B").

2. Purchase Price. The exchange of Tract A and Tract B by the Purchaser and Seller shall be in accordance with O.C.G.A. § 36-37-6(c). No additional compensation shall be paid by either the Purchaser or the Seller.

3. Closing and Closing Date. The closing of the purchase and sale of the Property (hereinafter referred to as the "Closing") shall be held at a time during normal business hours at the offices of Purchaser's attorney in Newnan, Georgia. The Closing date shall be selected by Purchaser; however, the Closing shall occur on a date and at a time certain no more than ten (10) days after Purchaser has satisfied itself of all of the Conditions and Contingencies as set forth in Paragraph 7 and the Special Stipulations as set forth in Paragraph 15.

4. Conveyance of Property. Seller and Purchaser warrant that each presently has title to Tract A and Tract B (hereinafter referred to collectively as the "Property"), and at the time the sale is consummated, each agrees to convey good and marketable title to the Property via Quit Claim Deed. Good and marketable title is hereby defined as title which is insurable by a national title company at its standard rates without exception other than the following permitted title exceptions: Zoning ordinances affecting said Property; easements above the surface of the Property for public utilities for distribution purposes (not transmission) along one or more of the Property lines; and current state and county ad valorem property taxes not yet due and payable.

5. Title Examination. Both Seller and Purchaser shall move within a reasonable time and in good faith after acceptance of this Agreement to examine title and to furnish the other party with a written statement of objections affecting the marketability of said title. Each party hereto shall have fifteen (15) days after receipt of such objections to satisfy all valid objections, and if either party fails to satisfy such valid objections within such fifteen (15) day period, then at the option of the either party, evidenced by written notice to the other party:

5.1. Either party may waive any objections and consummate the transaction subject to such objections; or

5.2. Either party may terminate this Agreement and, thereafter, no party to this Agreement shall have any further rights, obligations or liabilities hereunder; or

6. Warranties. Seller warrants to Purchaser, and Purchaser warrants to Seller, as follows:

6.1. Each party presently has good and marketable fee simple title to the property.

6.2. The Property will be in substantially the same condition at time of the closing as on the date hereinabove first written.

6.3. No portion of the property lies within the 100-year flood plain.

6.4. Neither Seller nor Purchaser has no actual or constructive notice or knowledge either (a) of the existence of "hazardous materials" (as defined hereinafter) on or within the ground or ground water of the Property, or (b) that any such hazardous materials have been spilled, released or disposed of on or within the Property. As used herein, the term "hazardous materials" means any "hazardous substances" or "hazardous waste" as defined in, or with reference to, the Resource Conservation Recovery Act, 42 USC 6901, et. seq. and/or the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et. seq., as amended; or any pollutant or contaminate or hazardous, dangerous or toxic chemical, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended.

7. Conditions and Contingencies. The consummation of this transaction as contemplated by the terms of this Agreement is subject to all of the following conditions and contingencies:

7.1. This Agreement is contingent upon approval of the City Council of the City of Peachtree City after all requirements of O.C.G.A. § 36-37-6(c) have been satisfied.

8. Termination. In addition to all other rights of Seller or Purchaser under this Agreement as provided by law (and not in lieu of any such rights) , Seller or Purchaser, at either party's sole election or sole discretion, may cancel and terminate this

Agreement by written notice to the other party, if any one or more of the following conditions or states of fact shall exist at the closing date.

8.1. Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the property or any portion thereof.

8.2. The property or any portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding, or by force of nature or act of God after the date hereinabove first written.

8.3. Seller or Purchaser shall not have cured any valid objections to or defects in title as required by and within the time prescribed in paragraph 7 hereinabove.

8.4. The failure of Seller's warranty set forth in paragraph 9 hereinabove to be true and correct on the date of closing.

8.5. Failure of either party to deliver to the other party at closing the Quit Claim Deed described in paragraph 4 hereinabove.

8.6.(a) Failure of either party to deliver to the other party at closing an affidavit stating that there are no unpaid or unsatisfied mortgages, security deeds, liens or other encumbrances which could constitute a lien against the Property; that there are not disputes concerning the location of the lines and corners of the Property; that there are no pending suits, proceedings, judgments, bankruptcies, liens, or executions against or affecting either party in either the county in which the Property is located or in any other county in the State of Georgia which would affect title to the Property; that there are no outstanding bills incurred for the labor and materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith.

8.6.(b) Failure of either party to deliver at closing an affidavit or certificate with respect to Section 1445 of the Internal Revenue Code stating that the party is not a foreign person as defined in Section 1445 and applicable regulations thereunder. Certification of Non-Foreign status.

9. Broker's Commission. Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman so as to create a commission or similar fee with respect to the purchase and sale of the property contemplated by this Agreement. It is understood and agreed that no commission shall be due hereunder. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the property contemplated by this agreement.

10. Survival of Provisions. All covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing and will survive the execution of all deeds and other documents at any time executed and delivered under, pursuant to, or by reason of this Agreement.

11. Real Estate Taxes. All real estate taxes on the Property for the calendar year in which the sale is closed shall be pro-rated as of the date of closing.

12. Closing Costs. Except as otherwise provided in this Agreement, Closing costs shall be paid by the Purchaser; provided, however, that any title insurance requested by the Seller shall be paid by the Seller.

13. Notices. Any notices which may be permitted or required hereunder to be given to Purchaser and/or Seller shall be in writing and shall be deemed to have been duly given as of the date and time the same are deposited in the United States Postal Service, postage pre-paid, and to be mailed by registered or certified mail, return receipt requested, and addressed to the parties as follows:

To the Seller:

Peachtree City Church of Christ, Inc.
c/o Mark Orlor, Reg. Agent
201 South Peachtree Parkway
Peachtree City, Georgia 30269

To the Purchaser:

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

14. Miscellaneous. The parties further agree as follows:

14.1. Possession of the Property shall be delivered to each party upon delivery of the deeds from the other party.

14.2. No failure of either party to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement.

14.3. This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, among the parties not invited herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto.

14.4. The provisions of this Agreement shall inure the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs or assigns.

14.5. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia.

14.6. Time is of the essence of this Agreement.

14.7. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

14.8. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be effected thereby but shall be enforced to the greatest extent permitted by law.

15. Special Stipulations. Special Stipulations, if any, are set forth herein. Such special stipulations, if in conflict with any of the foregoing provisions of this Agreement, shall control:

15.1 Notwithstanding the provisions contained in Paragraph 4 for establishing the date of closing, in the event this transaction does not close on/or before August 1, 2014, then this Agreement shall expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.

15.2 This Agreement is subject to Purchaser satisfying the requirements of O.C.G.A. § 36-37-6(c).

IN WITNESS WHEREOF, Seller, and Purchaser have executed this Agreement under seal as of the date first above written.

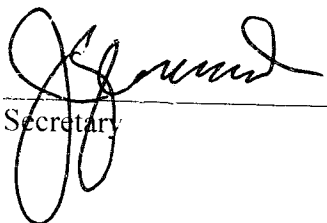
SELLER:

PEACHTREE CITY CHURCH OF CHRIST, INC.

By:  (SEAL)

Its: Elder

ATTEST:


Secretary (SEAL)

[Signatures of parties continued on next page]

Date Accepted by Seller:

PURCHASER:

CITY OF PEACHTREE CITY, GEORGIA

_____(SEAL)
Vanessa Fleisch, Mayor

ATTEST:

_____(SEAL)
Betsy Tyler, City Clerk

EXHIBIT "B"

LEGAL DESCRIPTION TRACT A

All that tract or parcel of land lying and being in Land Lot 129 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Southwest right-of-way of Huddleston Road (100' right-of-way) and the Southeast right-of-way of Fulton Court (60' right-of-way); THENCE in a Southeasterly direction along the Southwest right-of-way of Huddleston Road a distance of 341.14 feet to a 1" pipe; THENCE leaving said right-of-way South 00 degrees 23 minutes 00 seconds East a distance of 381.97 feet to the POINT OF BEGINNING; THENCE South 00 degrees 23 minutes 00 seconds East a distance of 125.32 feet to a 5/8" rebar; THENCE North 43 degrees 35 minutes 33 seconds West a distance of 110.71 feet to a point on a curve; THENCE along a curve to the right having a radius of 99.78 feet a delta of 09 degrees 59 minutes 45 seconds, an arc length 17.41 feet and a chord which bears North 60 degrees 35 minutes 10 seconds East having a chord distance of 17.39 feet to a point on a curve; THENCE along a curve to the left having a radius of 104.11 feet a delta of 11 degrees 49 minutes 31 seconds, an arc length 21.49 feet and a chord which bears North 59 degrees 59 minutes 24 seconds East having a chord distance of 21.45 feet to a point on a line; THENCE North 59 degrees 57 minutes 31 seconds East a distance of 41.04 feet to a point on a curve; THENCE along a curve to the left having a radius of 47.96 feet a delta of 09 degrees 49 minutes 20 seconds, an arc length 8.22 feet and a chord which bears North 49 degrees 37 minutes 12 seconds East having a chord distance of 8.21 feet to the POINT OF BEGINNING, and containing 4,679 square feet of land, more or less.

EXHIBIT "D"

LEGAL DESCRIPTION CART AND PEDESTRIAN EASEMENT

All that tract or parcel of land lying and being in Land Lot 129 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

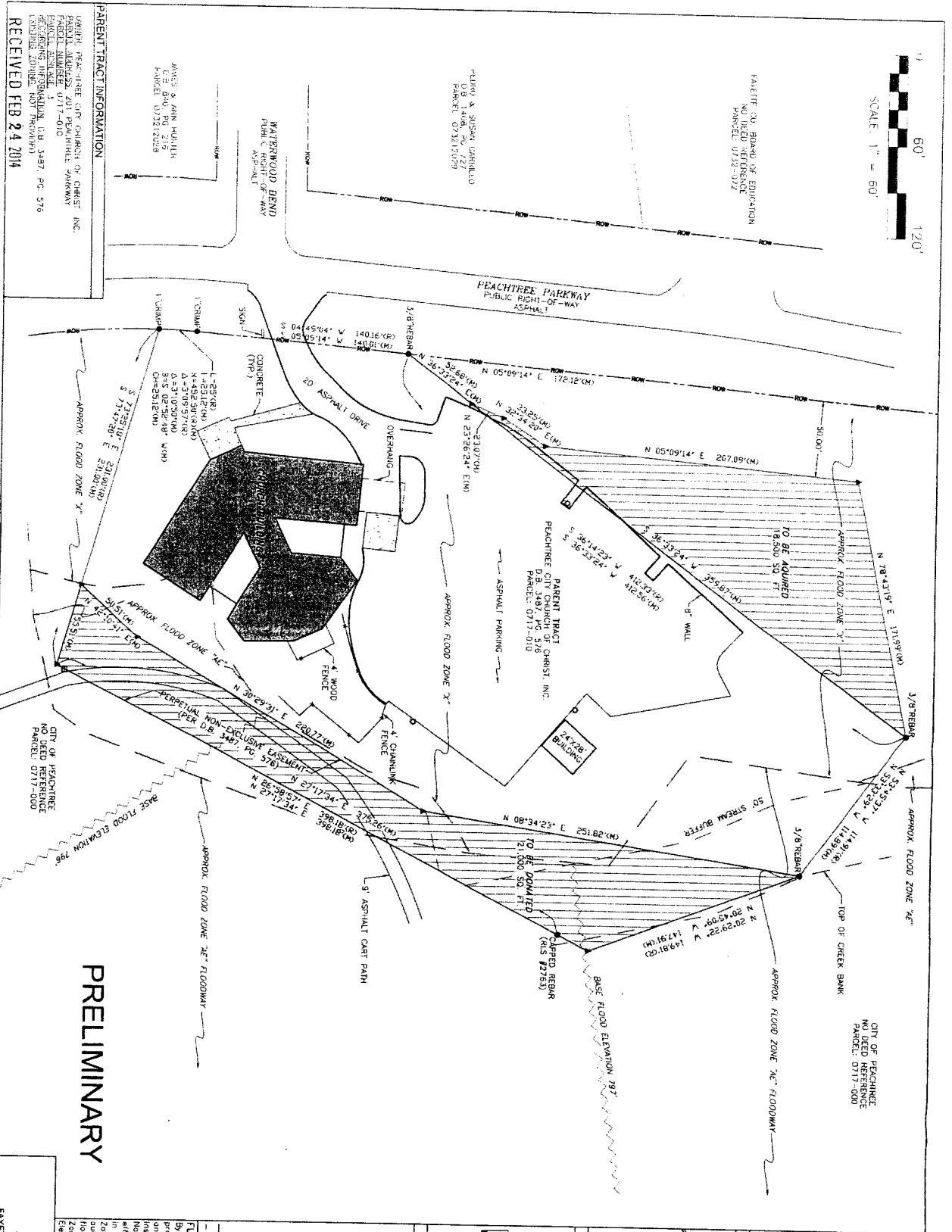
To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Southwest right-of-way of Huddleston Road (100' right-of-way) and the Southeast right-of-way of Fulton Court (60' right-of-way); THENCE in a Southeasterly direction along the Southwest right-of-way of Huddleston Road a distance of 341.14 feet to a 1" pipe; THENCE leaving said right-of-way South 00 degrees 23 minutes 00 seconds East a distance of 252.70 feet to the POINT OF BEGINNING; THENCE South 00 degrees 23 minutes 00 seconds East a distance of 57.94 feet to a point on a curve; THENCE along a curve to the right having a radius of 134.09 feet a delta of 11 degrees 20 minutes 51 seconds, an arc length 26.56 feet and a chord which bears North 20 degrees 18 minutes 20 seconds West having a chord distance of 26.51 feet to a point on a line; THENCE North 12 degrees 07 minutes 25 seconds West a distance of 9.92 feet to a point on a curve; THENCE along a curve to the left having a radius of 9.90 feet a delta of 59 degrees 42 minutes 55 seconds, an arc length 10.32 feet and a chord which bears North 33 degrees 59 minutes 23 seconds West having a chord distance of 9.86 feet to a point on a line; THENCE North 47 degrees 11 minutes 14 seconds East a distance of 22.37 feet to the POINT OF BEGINNING, and containing 451 square feet or 0.010 acre(s) of land, more or less.

EXHIBIT "C"

LEGAL DESCRIPTION
TRACT B

All that tract or parcel of land lying and being in Land Lot 129 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Southwest right-of-way of Huddleston Road (100' right-of-way) and the Southeast right-of-way of Fulton Court (60' right-of-way); THENCE in a Southeasterly direction along the Southwest right-of-way of Huddleston Road a distance 413.18 feet to a point on the West property line of John Proffitt; THENCE leaving said right-of-way and proceeding along said property line South 00 degrees 28 minutes 41 seconds East a distance of 206.16 feet to a 1/2" rebar and the POINT OF BEGINNING; THENCE continuing along the West property line of John Proffitt South 00 degrees 28 minutes 41 seconds East a distance of 240.00 feet to a 1/2" rebar; THENCE leaving the property line of John Proffitt South 89 degrees 31 minutes 19 seconds West a distance of 20.00 feet to a 1/2" rebar; THENCE North 00 degrees 28 minutes 41 seconds West a distance of 240.00 feet to a 1/2" rebar; THENCE North 89 degrees 31 minutes 10 seconds East a distance of 20.00 feet to the POINT OF BEGINNING, and containing 4,800 square feet or 0.110 acre(s) of land, more or less.



PARENT TRACT INFORMATION
 OWNER: PEACHTREE CITY CHURCH OF CHRIST, INC.
 PARCEL ADDRESS: 201 PEACHTREE PARKWAY
 PARCEL NUMBER: 0717-010
 RECORDING INFORMATION: L&A 3497, PG. 576
 EXISTING ZONING: R1 (RESIDENTIAL)
 RECEIVED FEB 24 2014

PRELIMINARY

TOWER INFO LATITUDE: XXX LONGITUDE: XXX GROUND ELEVATION: XXX' ABOVE MEAN SEA LEVEL (NAD83)		VICINITY MAP 	
LEGEND O = 5/8" CAPPED REBAR SET ● = FOUND PROPERTY MARKER B = FOUND PERM. WALL PGB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT PGE = POINT OF ENDING ▲ = CALCULATED POINT (R) = RECORDED INTERSECTION (O.B. 3497, PG. 576) M = MEASURED Q = LIGHT POLE B = POWER BOX T = TELEPHONE F = FENCE W = WOOD C = CHAINLINK F = FENCE A = ASPHALT G = GRASS P = PAVEMENT R = RIGHT-OF-WAY O = OVERHEAD POWER		FLOOD NOTE By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 13135C0000E, which bears on it a special flood hazard zone and is outside the 0.2% annual chance floodplain. Zone "X": Areas with Base Flood Elevations determined	
GA2019 LAND LOT 95 7TH DISTRICT FAYETTE COUNTY, GEORGIA		RAWLAND TOWER SURVEY ANSCO & ASSOCIATES, LLC 736 PARK NORTH BLVD., SUITE 100 CLARKSTON, GA 30021	
SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 Ph: 205-252-6985 www.smweng.com		DRAWN BY: BC CHECKED BY: AAK FIELD CROW: JG APPROVED BY: WLM DATE: 11/19/13 SCALE: 1" = 60' SHEET 1 OF 2	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL

VIA: JAMES PENNINGTON, CITY MANAGER 
PAUL SALVATORE, FINANCE DIRECTOR *PS.*
KELLY BUSH, ASSISTANT FINANCE DIRECTOR *KB*
ANGELA EGAN, PURCHASING AGENT *ae*

FROM: H.C. "SKIP" CLARK II, CHIEF OF POLICE 

DATE: MARCH 25, 2014

SUBJECT: POLICE K-9 TEAM REPLACEMENT

Recommendation:

Staff recommends the purchase of a replacement K-9 and associated training from the brand name provider, Alabama Canine Law Enforcement Officers Training Center, Inc., for the purchase price of \$14,000. Funds would be taken out of the department's Federal forfeiture account to cover the cost of this unbudgeted expense.

Discussion:

The department currently has two police K-9 positions approved and budgeted for during FY 2014. Both positions were filled until January 2014, when council approved the retirement of K-9 (Enko). The department retained the kennel, dog house, crate, body armor, and other items used by the K-9 officer. Staff has evaluated the ongoing need for the K-9 position and feels that this position is a valuable asset to help meet the needs of the community and the department.

This is a team position comprised of a sworn officer whose partner is a canine. The officer assigned to K9 has the same responsibilities as any other police officer in the Peachtree City Police Department. The officer is routinely assigned investigations, a primary patrol area, and responds to calls for service. Because of the superior physical attributes of the officer's canine partner, they are regularly called upon to assist in locating narcotics and searches large areas and buildings for suspects and missing persons as well as providing back up for other officers. The specialized training that the K-9 team undergoes allows the officer to deploy the K-9 in hazardous situations, minimizing the danger to officers and citizens, expediting investigations, and increasing the effectiveness of investigations.

Alabama Canine Law Enforcement Officers Training Center, Inc is where our current and former K-9s were purchased, trained, and recertified. Both of the department's K-9s have received awards at K-9 competitions for their abilities as K-9 teams. In addition, the surrounding agencies (Fayetteville, PD,

Fayette County SO, Coweta County SO, and LaGrange PD) have K-9 teams that were purchased from and trained by the Alabama Canine Law Enforcement Officers Training Center, Inc.

Budget Impact:

The actual cost of the Police K-9 is \$9,000. The cost of training the K-9 team and lodging during the training is \$5,000.00. The purchase of the K-9 and the cost of training are unbudgeted expenses and would be funded from the Police Department's Federal Forfeiture Fund.

All other expenses, including handler maintenance pay, regarding this position are currently budgeted for in the 2014 FY budget. The per diem costs associated with food and gas could also come from the current training budget. The dog food needed to feed this K-9 is donated by Purina as needed and the veterinarian care of the K-9 is fully donated by the Animal Medical Clinic.