City Council of Peachtree City
Agenda
January 7, 2010
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Oath of Office – Mayor, Council Posts 3 and 4**

IV. **Election and Oath of Office for Mayor Pro-tem**

V. **Announcements, Awards, Special Recognition**
Eagle Scout Honor Recognition – Bryan Kenny, John Paul Niesen, and Erik Schlappi
PTC Youth Council Volunteers of the Quarter – Erika and Cynthia Mims
Recognize Employee of the Year – Jesse Brooks, Public Works
Recognize Supervisor of the Year – Matt Myers, Police Department

VI. **Public Comment**

VII. **Agenda Changes**

VIII. **Minutes**
December 17, 2009, Regular Meeting Minutes
December 17, 2009, Executive Session Minutes

IX. **Monthly Reports**

X. **Consent Agenda**
Consider Authorization of Legal Organ
Staff is recommending that the City continue using the County Legal Organ, *Fayette Daily News/Today in PTC*, as the City Legal Organ.
Consider Annual Indemnification Resolution
The resolution indemnifies City officials and employees, agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City
Consider Ethics Resolution and Amendment to Ethics Ordinance
The resolution confirms the City's ongoing adherence to the principles of a GMA Certified City of Ethics. The ordinance amendment reflects an expanded definition of immediate family and revises restrictions on public contracts as recommended by GMA.
Consider Appointment of Council Representatives to Board of Ethics
The Council nominees to serve on this board are: Joseph Clancy, Dan Haas, Mark Hollums, John Merrick, Cathy Nelmes, Louise Nelson, Tom O'Toole, D'Arcy Pitts, Eric Slepian, and Sidney Warren.
Consider Budget Amendments for FY 2010
Budget amendments consist of quarterly amendments to Special Revenue Funds to reflect donations, youth concert ticket sales, and other revenue received since October 1, 2009
Consider Budget Amendment for FY 2009
Budget amendment consists of amendment housekeeping necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2009

XI. **Old Agenda Items**
12-09-11 Consider Amendment of Line Creek Development Agreement
The Agreement adopted when the Special Use Permit was granted for the development stipulates the total square footage for all buildings shall not exceed 175,000 SF and allowing three tenants or occupants to exceed 32,000 SF,

but not greater than 50,000 SF. The Applicant is requesting that the size of one of the largest single tenants or occupants be increased to no more than 65,000 SF with no change in total square footage.

XII. New Agenda Items

01-10-01 Public Hearing – Consider Annexation Request, Hyde Investments, LLP

The Applicant is requesting annexation of a 48.151-acre tract within unincorporated Fayette County that is located east of and adjacent to Peachtree City United Methodist Church on Robinson Road

01-10-02 Public Hearing – Consider Zoning, Hyde Investments, LLP

The Applicant is requesting the 48.151-acre tract be rezoned from the County's A-R Agricultural Residential to the City's LUR-9 Limited Use Residential as an extension of the existing Hyde Park subdivision

01-10-03 Consider Appointment of Council Representative to Tourism Association

Each January, the Council is required to select a Council Member to serve as its representative to the Tourism Association

01-10-04 Consider Appointment to Fayette County Board of Health

Designate a Council Member to serve as the City's representative on Board.

01-10-05 Consider Bid for SR 74 South Frontage Road Segment Project

Contract to extend access road from Daltile to Police Department parking area

01-10-06 Consider Flexible Spending Account (FSA) Addition to Employee Benefits

Addition to employee benefits to allow employees to set aside a portion of their salary on a pre-tax basis into an account to pay for medical, dependent care, and other qualified medical expenses

XIII. Council/Staff Topics

Appointment of Council Liaisons to Authorities and Committees

Don Haddix - Development Authority of Peachtree City
Vanessa Fleisch – Planning Commission
Eric Imker - Airport Authority & Water and Sewerage Authority
Kim Learnard – Recreation Commission & Library Commission

XIV. Executive Session

CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I do solemnly swear or affirm that I will faithfully and truly perform the duties of Mayor of the City of Peachtree City, Georgia, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City to the best of my skill and ability and as to me shall seem to be in the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD.

____
Donnie O. Haddix, Mayor

Sworn to and subscribed before me, an officer
authorized to administer oaths, this 7th day
of January, 2010.

____
Notary Public, State of Georgia
My Commission Expires:

CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I do solemnly swear or affirm that I will faithfully and truly perform the duties of Council Member of the City of Peachtree City, Georgia, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City to the best of my skill and ability and as to me shall seem to be in the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD.

____
Kimberly K. Learnard, Council Member

Sworn to and subscribed before me, an officer
Authorized to administer oaths, this 7th day
of January, 2010.

____
Notary Public, State of Georgia
My Commission Expires:

CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I do solemnly swear or affirm that I will faithfully and truly perform the duties of Council Member of the City of Peachtree City, Georgia, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City to the best of my skill and ability and as to me shall seem to be in the best interest and welfare of the City without fear, favor, or affection.

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SO HELP ME GOD.

____
Vanessa Rogers-Fleisch, Council Member

Sworn to and subscribed before me, an officer
Authorized to administer oaths, this 7th day
of January, 2010.

____
Notary Public, State of Georgia
My Commission Expires:

CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I do solemnly swear or affirm that I will faithfully and truly perform the duties of Mayor Pro Tem of the City of Peachtree City, Georgia, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City to the best of my skill and ability and as to me shall seem to be in the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD.

____
Mayor Pro Tem

Sworn to and subscribed before me, an officer
authorized to administer oaths, this 7th day
of January, 2010.

____
Notary Public, State of Georgia
My Commission Expires:

City Council of Peachtree City
Minutes of Meeting
December 17, 2009
7:00 p.m.

The City Council of Peachtree City met Thursday, December 17, 2009, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Eric Imker, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Mayor-Elect Don Haddix for his service as Council Member Post 1. David Ring was recognized for his service on the Recreation Commission and the Tourism Association. Firefighter Matthew Peczka was recognized as the Employee of the Month. David McDaniel of Public Services was recognized as the Supervisor of the Quarter. Captain Stan Pye recognized Jenny Raspberry as the Instructor of the Year for the Citizens Emergency Response Team (CERT). The graduates of the most recent CERT class were recognized.

Public Comment

There were none.

Agenda Changes

There were none.

Minutes

Plunkett moved to approve the December 3, 2009, regular meeting minutes as written and the December 7, 2009, special called meeting minutes as amended. Sturbaum seconded. The motion carried 4-0-1 (Imker).

Consent Agenda

1. **Consider Request to Surplus Goods**
2. **Consider Amendment to April 2, 2009, Meeting Minutes**
3. **Consider Bid for Street Sweeping**
4. **Consider Request to Surplus Goods – Library**
5. **Consider Appointments to Recreation Commission – Eric Snell, Joe Kuebler, Nicole File (Alternate)**
6. **Consider Appointments to Peachtree City Tourism Association (PCTA) – Joe Magennis, Kim Westwood (Alternate)**
7. **Consider Appointments to Airport Authority (PCAA) – Bill Rial, George Harrison, Bryan LaBrecque (Alternate)**
8. **Consider Appointments to Water & Sewerage Authority (WASA) – Phil Mahler, Steve Hallam (Alternate)**

Plunkett moved to approve Consent Agenda items 1, 2, 4, 5, 6, 7, and 8 and to remove item 3 for discussion. Boone seconded. The motion carried unanimously.

Imker said he had asked Financial Services Director Paul Salvatore for an analysis of the street sweeping bid, noting that the City proposed spending $62,000, including the monthly sweeping of 16 City parking lots and approximately 73 curb miles of streets. The analysis done at that time was based on a $30,000 bid. The sweeper cost was $103,000, and the cost would have been a few thousand dollars extra each month for maintenance of the sweeper. Now, the proposal was $62,000 to do the same work. He felt that money should be put aside for other projects.

Salvatore said the analysis that was done was for the TIMCO 435 street sweeper. Salvatore clarified it was a smaller machine used for parking lots only, and the cost was almost break-even at almost at $2,500 if the work was done in-house based on average repair costs. Another item left out of the analysis was that the waste was considered hazardous material, so the disposal would probably eat up any savings. A much bigger piece of equipment would be required to sweep the streets that cost closer to $250,000. In addition, a follow-up vehicle and driver would be required for safety, as well as a dump truck to collect the waste. Looking at it on an ad hoc basis, they would also have to pull employees from the street crew, so outsourcing seemed more advantageous. He added that the funding would be taken from the Stormwater Utility fund.

Imker said he understood the funding would come out of the Stormwater Utility budget, but $62,000 seemed like a lot of money to spend at this time when they could look at other ways to save such as reducing the number of times those areas were swept. The City could not continue doing business as usual and had to start looking for ways to reduce the budget.

Stormwater Manager Mark Caspar said the street sweeping was a requirement of the City's State Notice of Intent. The sweeping on select streets and parking lots was required by law by the City's Municipal Separate Storm Sewer (MS4) permit, and it was done on a monthly basis. Imker said he was not told the City was required by law to do the sweeping. Logsdon said when similar bids were on the agenda they were usually backed by some law. The City really did not have a lot of choice, except to get it done cheaper.

Plunkett asked how many bids were received. Caspar said two bids were received, and Sweeping Corporation of America, Inc. had the lowest bid.

Boone said contracting out the sweeping was advantageous to the City. The labor cost to the City would be greater, especially with the disposal of hazardous material. The street sweeping was required by law; the City had to do it. Caspar added that the street sweeping also kept materials out of the storm drains that would have to be cleaned out anyway, which was costly. Logsdon asked Caspar if, in his judgment, the bid was a good price. Caspar said it was.

Boone moved to approve Consent Agenda item 3 Consider Bid for Street Sweeping in the amount of $62,782.08. Plunkett seconded. The motion carried 4-1 (Imker).

Old Agenda Items
There were no Old Agenda Items.

New Agenda Items

12-09-11 Consider Amendment of Line Creek Development Agreement

Plunkett moved to continue the amendment to the Line Creek development agreement until the January 7, 2010, meeting. Sturbaum seconded. Logsdon said he preferred settling the request that evening. The motion carried 4-1 (Logsdon).

12-09-12 Consider Amendment to Land Development Ordinance

Plunkett moved to approve the amendment to the Land Development ordinance and the Stormwater Design Manual. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Mayor Logsdon recognized Steve Boone and Cyndi Plunkett for their service as Council Members. City Manager Bernard McMullen recognized Logsdon for his service as Mayor.

Plunkett moved to enter executive session to discuss a real estate matter at 7:35 p.m. Sturbaum seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 7:49 p.m. Sturbaum seconded. The motion carried unanimously.

Boone moved to authorize acquisition of the cart path easement from Peachtree City Senior Housing for $7,355 and to authorize signatures for all necessary documents. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn. Boone seconded. The motion carried unanimously. The meeting adjourned at 8:51 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
December 17, 2009

Mayor Harold Logsdon called the executive session to order immediately following the regular meeting on Thursday, December 17, 2009. Council Members present were: Steve Boone, Eric Imker, Cyndi Plunkett, and Doug Sturbaum. City Manager Bernard McMullen, City Attorney Ted Meeker, and City Engineer Dave Borkowski were also present.

Meeker said the appraisal for the easement for the cart path access to the tunnel at Highway 74 South/Willow Road/Paschall Road had been for $1 per square foot. He asked Council to consider a counter offer of $1.25 per square foot to the property owner subject to their approval. The initial offer was $5,881 for 5,880.6 square feet ($1 per square foot). The counter offer would be for $7,355 ($1.25 per square foot). A tentative agreement had been reached with the property owner.

Borkowski said the City needed the easement for the path to the tunnel. There was only one place to put it due to the sewer easement.

Meeker said staff recommended Council approve the counter offer. The property owner was willing to sign the easement and we would hold the money in escrow pending completion of the documents. When taking into consideration the costs associated with acquiring the property via eminent domain, the offer on the table made good business sense. Council understood this point from a cost standpoint.

Boone moved to reconvene in regular session at 7:49 p.m. Sturbaum seconded. The motion carried unanimously.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

2010 City Event Calendar		
January	**February**	**March**
1/1 – New Year's Day, City Offices Closed 1/5 – Council Workshop ***cancelled*** 1/7 – City Council Meeting, 7 pm 1/18 – MLK Holiday, City Offices Closed 1/20 – Landlord Training 1/21 – City Council Meeting, 7 pm	2/2 – Council Workshop (Tentative), 6:30 2/4 – City Council Meeting, 7 pm 2/18 – City Council Meeting, 7 pm	3/2 – Council Workshop (Tentative), 6:30 3/4 – City Council Meeting, 7 pm **3/12 & 13 – City Council Retreat, 8:00 am – 5:00 pm, City Hall** 3/18 – City Council Meeting, 7 pm
April	**May**	**June**
4/1 – City Council Meeting, 7 pm 4/6 – Council Workshop (Tentative), 6:30 4/15 – City Council Meeting, 7 pm	5/4 – Council Workshop (Tentative), 6:30 5/6 – City Council Meeting, 7 pm 5/20 – City Council Meeting, 7 pm 5/31 – Memorial Day (City Offices Closed)	6/1 – Council Workshop (Tentative), 6:30 6/3 – City Council Meeting, 7 pm 6/17 – City Council Meeting, 7 pm
July	**August**	**September**
7/1 – City Council Meeting, 7 pm 7/4 – Independence Day (Sunday) – City Celebration Date TBA 7/5 – City Offices Closed for Independence Day 7/6 – Council Workshop (Tentative), 6:30 7/15 – City Council Meeting, 7 pm	8/3 – Council Workshop (Tentative), 6:30 8/5 – City Council Meeting, 7 pm 8/19 – City Council Meeting, 7 pm	9/2 – Council Workshop (Tentative), 6:30 9/6 – Labor Day – City Offices Closed 9/7 – City Council Meeting, 7 pm 9/16 – City Council Meeting, 7 pm
October	**November**	**December**
10/5 – Council Workshop (Tentative), 6:30 10/7 – City Council Meeting, 7 pm 10/21 – City Council Meeting, 7 pm 10/31 - Halloween	11/2 – Council Workshop (Tentative), 6:30 11/4 – City Council Meeting, 7 pm 11/18 – City Council Meeting, 7 pm 11/25 & 26 – Thanksgiving Holiday, City Offices Closed	12/2 – City Council Meeting, 7 pm 12/7 – Council Workshop (Tentative), 6:30 12/4 – Hometown Holiday @ The Fred 12/16 – City Council Meeting, 7 pm 12/23 & 24 – Christmas Holiday, City Offices Closed

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

Updated 12/30/09

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: *November 2009*

	October-09	November-09	FY 2010 YTD	FY 2009 YTD
Human Resources				
Workers Compensation Claims Filed	3	**0**	**3**	8
City Vehicle / Equipment Accidents	1	**2**	**3**	3
Employee Turnover Rate		**0.000%**	**0.410%**	0.750%
Lawsuit Legal Fees	$2,831.40	**$75.00**	**$2,906.40**	$12,181.11
Municipal Court				
Fines Collected *	$134,678.00	**$87,609.50**	**$222,287.50**	$279,536.00
Online Transactions	195	**82**	**277**	338
Citations Closed	567	**234**	**801**	1,144
Community Svc Hrs for KPTCB	659	**407**	**1,066**	
People on Probation (3)	430	**395**	**825**	
Jail Fund Balance **	-$8,015.66	**-$7,516.67**	**$86,390.11**	$149,285.22

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*
*** Monthly figures reflect actual payment to Fayette County Jail minus actual jail bill received.*
Year to date figures reflect Jail Fund running balance.
A positive Jail Fund Balance reflects a credit with the County based on jail fees versus number of prisoners housed.

	October-09	November-09	FY 2010 YTD	FY 2009 YTD
Public Information				
New Businesses Registered	19	**15**	**34**	33
Public Contacts, Questions & Complaints *	166	**137**	**303**	155

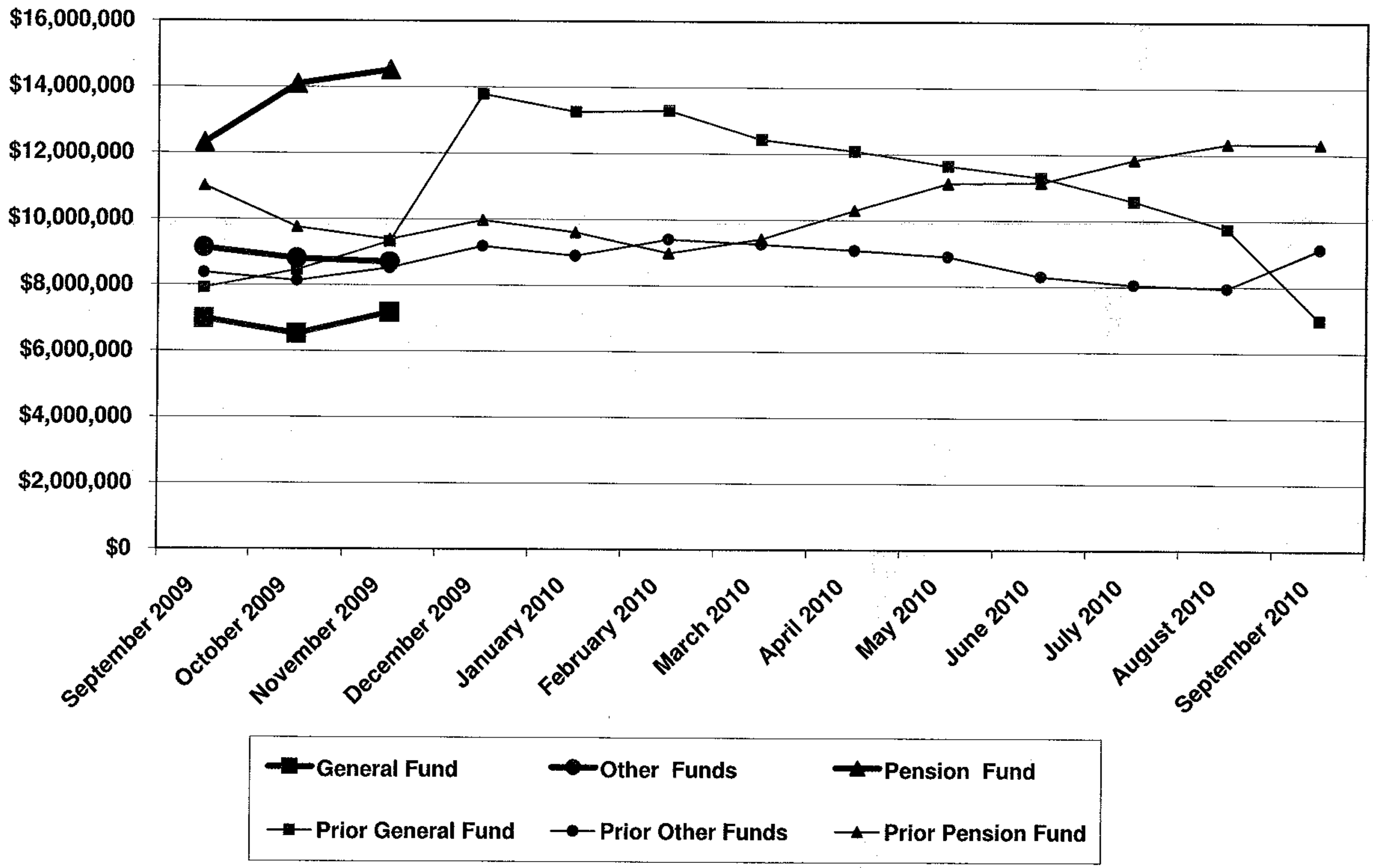
This includes 1 complaint against Comcast Cable Company, 3 garbage complaints, and 5 Open Records/Discovery Request.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2010

	Oct-09	Nov-09	Fiscal Y-T-D 2010	Fiscal Y-T-D 2009
DEVELOPMENT PERMITS:	5	2	7	9
BUILDING PERMITS:				
Single Family Residential	8	2	10	4
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	88	93	181	73
Commercial/Industrial	12	11	23	19
TOTAL INSPECTIONS:	324	216	540	827
CERTIFICATE OF OCCUPANCY:				
Residential	4	7	11	7
Commercial	8	6	14	6
Multi-Family Residential	0	0	0	146
CODE ENFORCEMENT:				
Sign Violations	178	93	271	470
New Rehab	7	8	15	10
Rehab Inspections	43	12	55	16
Tree Removal Permits	83	75	158	134
Notice of Violations - Construction	0	0	0	2
Notice of Violations-Non-Construction	75	87	162	299
Stop Work Orders	2	2	4	5
Compliance Inspections	124	130	254	449
Founded Complaints	5	6	11	31
Unfounded Complaints	1	2	3	14
Assessments	284	144	428	3
Water Ban Violations	0	0	0	4
Citations	1	7	8	21
Architect Review Board Permit Approval	21	12	33	63
PERMIT FEES COLLECTED:	20,463	20,425	40,888	72,180
POPULATION:	36,735	36,750	36,750	36,618

Based on 2.09 persons per new completed dwelling unit

CITY OF PEACHTREE CITY
FISCAL YEAR 2010 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED NOVEMBER 30, 2009

PERCENTAGE OF BUDGET YEAR COMPLETED 16.67%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 10,033,147	$ 1,766,799	$ (8,266,348)	17.61%
Franchise Taxes	2,536,080	68,392	(2,467,688)	2.70%
Local Option Sales Tax	6,350,841	968,584	(5,382,257)	15.25%
Other Sales & Use Taxes	685,494	119,519	(565,975)	17.44%
Business Taxes	2,313,321	1,816,088	(497,233)	78.51%
Licenses & Permits	767,569	135,786	(631,783)	17.69%
Intergovernmental/Grants	434,801	36,000	(398,801)	8.28%
Charges for Services - Other	933,344	42,878	(890,466)	4.59%
EMS Billings	376,200	55,610	(320,590)	14.78%
Fines & Forfeitures	1,127,852	129,984	(997,868)	11.52%
Investment Income	198,513	2,839	(195,674)	1.43%
Other Revenue	15,234	9,310	(5,924)	61.11%
Other Financing Sources	306,054	85,827	(220,227)	28.04%
Total General Fund Revenues	**$ 26,078,450**	**$ 5,237,616**	**$ (20,840,834)**	**20.08%**
Surplus Carryover	462,193	-	(462,193)	0.00%
Total General Fund	**$ 26,540,643**	**$ 5,237,616**	**$ (21,303,027)**	**19.73%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 366,714	$ 52,733	$ 313,981	14.38%
Administrative Services	1,114,504	181,291	933,213	16.27%
Financial Services	1,074,015	179,967	894,048	16.76%
Police Services	6,482,919	1,065,572	5,417,347	16.44%
Fire/EMS Services	6,280,609	1,060,319	5,220,290	16.88%
Public Works	3,257,420	453,407	2,804,013	13.92%
Leisure Services	4,380,079	665,704	3,714,375	15.20%
Developmental Services	1,099,709	192,985	906,724	17.55%
Non-Divisional:				
Unemployment Insurance	35,640	-	35,640	0.00%
Council Contingency	50,000	-	50,000	0.00%
Non-Profit Organizations	28,130	23,130	5,000	82.23%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,109	-	140,109	0.00%
Transfers to Other Funds	2,383,281	83,103	2,300,178	3.49%
Liability Insurance	91,610	48,263	43,347	52.68%
Legal Services	125,675	2,906	122,769	2.31%
General Administration/Miscellaneous	76,318	-	76,318	0.00%
Budgeted Savings	(481,089)	-	(481,089)	0.00%
Total General Fund	**$ 26,540,643**	**$ 4,044,380**	**$ 22,496,263**	**15.24%**

HOTEL/MOTEL FUND REVENUES

Description	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 768,163**	**$ 142,013**	**$ (626,150)**	**18.49%**

HOTEL/MOTEL TRANSFERS OUT

Type	2010 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 256,054	$ 47,338	$ 208,716	18.49%
Transfer to Tourism Association	512,109	90,675	421,434	17.71%
Total Hotel/Motel Transfers Out	**$ 768,163**	**$ 138,013**	**$ 630,150**	**17.97%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF NOVEMBER 30, 2009

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
NOVEMBER 2009

Description	Vendor	Award	Date
10 New Radios for Fire Dept.	Diversified Electric	$ 27,449.80	11/02/2009
Printing for Stormwater Billings	CSG Systems	10,500.00	11/04/2009
Bunker Gear	Fisher Scientific	16,029.14	11/06/2009
Station 84 Sewer Engineering Work	Integrated Science	13,750.00	11/10/2009
Station 83 Sewer Engineering Work	Integrated Science	12,000.00	11/10/2009
Geotechnical Monitering-Underpinning	United Consulting	15,860.00	11/17/2009
Traffic Studies - 4 each	Kimley Horn & Assoc.	35,000.00	11/17/2009
GCIC Access for Patrol Vehicles	American Law Enforcement	20,286.00	11/20/2009
Add'l Geotech for Flat Creek Bridge	United Consulting	25,000.00	11/30/2009

PURCHASING REPORT
FOR MONTH ENDED NOVEMBER 30, 2009 AND NOVEMBER 30, 2008

Activity	Fiscal Year 2010	Fiscal Year 2009
Purchase Orders / Requisitions Processed	251	306
City Store Requisitions Processed	17	13
Sealed Bids Requested	0	0
Requests for Proposals	0	1
Bids Awarded	2	0
Requests for Proposals Awarded	0	0
Contracts Prepared	3	0
Electronic Auction	1	0
Fixed Assets Purchased	5	9

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
NOVEMBER
2009

POLICE

Wal-Mart	Explorer Program	$2,000.00
Wal-Mart	CERT Program	$2,000.00
James Wingo	K9	$7,000.00
Clementine Ramsey	K9	$100.00
Rona's Flowers	K9	$50.00
TOTAL MONTH OF NOVEMBER 2009		$11,150.00

City of Peachtree City
Information Technology Statistics
November 2009 (October also included, not on last report due to clerical omission)
(as of 12/30/2009)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.
Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in October 2009 – 0 hours (100% uptime, 0% downtime)
Reported hours of downtime in November 2009 – 0 hours (100% uptime, 0% downtime)
Reported hours of downtime in FY2010 – 0 hours (100% uptime, 0.00% downtime)
Reported hours of downtime in FY2009 – 21.67 hours (99.75% uptime, 0.25% downtime)

Goal 2: Improve first call resolution for technical support issues.
Objective 1: Ensure first call resolution 90% of the time within 1 hour for "emergency" issues, 4 hours for "important" issues, and 12 hours for "normal" issues.

Period	Total Number of Issues	Number of Issues Resolved in same month	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
October 2009	79	76	96.20%	0	0	0.00%	0	0	0.00%	79	72	91.1%
November 2009	54	48	88.89%	0	0	0.00%	0	0	0.00%	54	44	81.48%
FY2010	133	124	93.23%	0	0	0.00%	0	0	0.00%	133	116	87.22%
FY2009	1309	1267	96.79%	1	0	0.00%	27	26	96.30%	1260	1141	90.6%

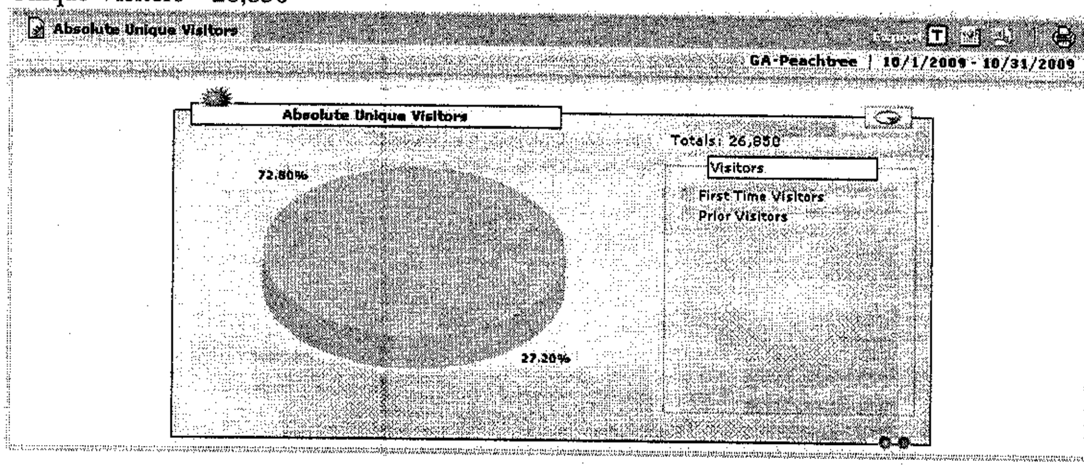
Website Statistics for www.peachtree-city.org – October 2009

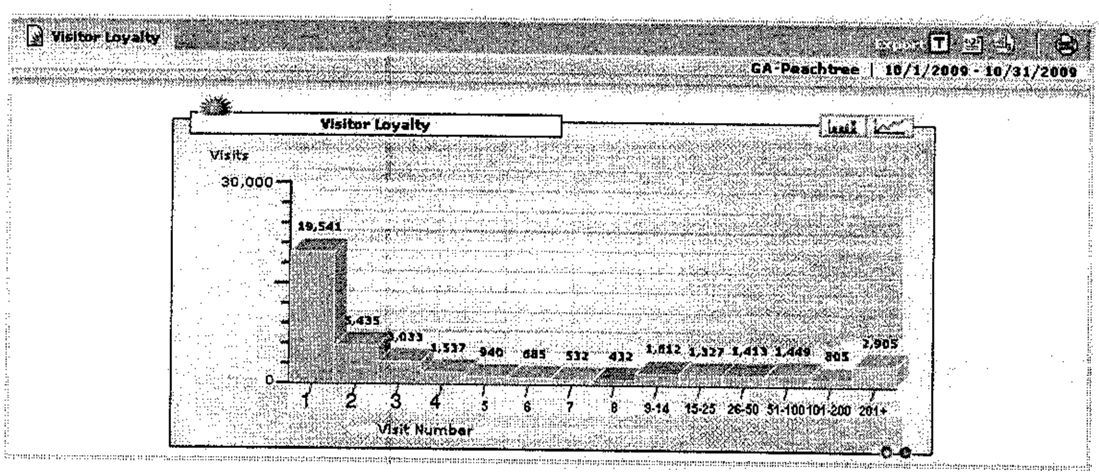
The City's web hosting provider changed statistic reporting systems to Google Urchin earlier this year, leading to incomplete data for the overall year. As the method used to track visitors and top pages has changed, showing YTD will not be accurate. We will continue to show monthly statistics until a full year has been tracked in Urchin to provide YTD trends.

Visits

A visit is defined as a series of actions that begins when a visitor views their first page from the server, and ends when the visitor leaves the site or remains idle beyond the idle-time limit. The default idle-time limit is thirty minutes.

Total Number of Website Visits in October 2009 – 41,646
Unique Visitors – 26,850

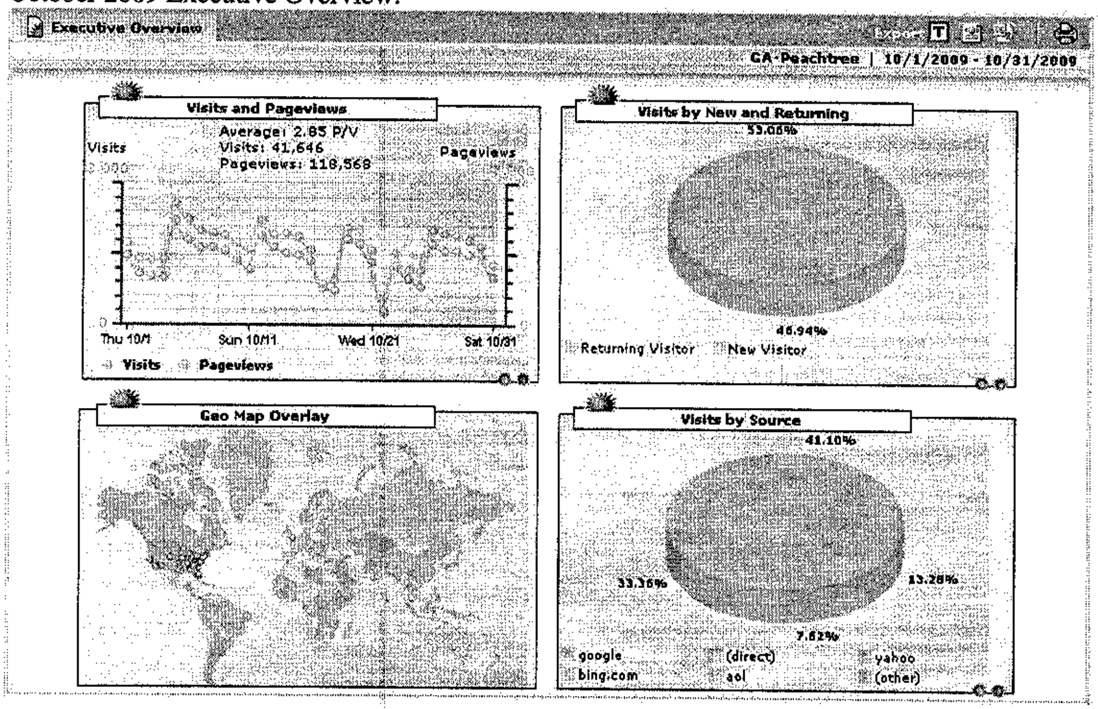




Top Pages for October 2009:

	Page Titles	Visits	Pageviews	Avg Time	% Exit
1.	Peachtree City, GA - Official Website	29,741	61,683	00:01:02	32.41%
2.	Peachtree City, GA - Official Website - Online Resources	3,900	5,059	00:05:14	76.50%
3.	Peachtree City, GA - Official Website - Airport Authority	1,558	2,963	00:00:56	41.92%
4.	Peachtree City, GA - Official Website - Library	1,530	2,711	00:01:22	54.74%
5.	Peachtree City, GA - Official Website - Police	1,076	1,604	00:00:52	57.98%
6.	Peachtree City, GA - Official Website - Peachtree City Tennis Center	750	1,461	00:00:54	46.54%
7.	Peachtree City, GA - Official Website - Parks and Recreation	694	1,910	00:00:49	24.08%
8.	Peachtree City, GA - Official Website - Street and Path Map	625	1,491	00:01:40	40.64%
9.	Peachtree City, GA - Official Website - Paths & Golf Carts	589	2,476	00:00:52	21.65%
10.	Peachtree City, GA - Official Website - PINES Catalog	520	705	00:03:00	73.05%
	Totals:	53,687	118,568	00:01:09	35.12%

October 2009 Executive Overview:



Website Statistics for www.peachtree-city.org – November 2009

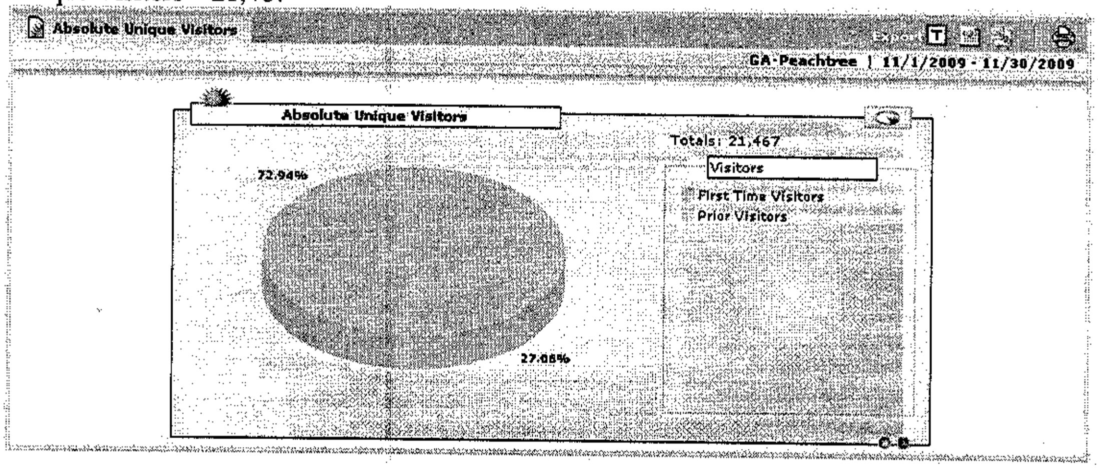
The City's web hosting provider changed statistic reporting systems to Google Urchin earlier this year, leading to incomplete data for the overall year. As the method used to track visitors and top pages has changed, showing YTD will not be accurate. We will continue to show monthly statistics until a full year has been tracked in Urchin to provide YTD trends.

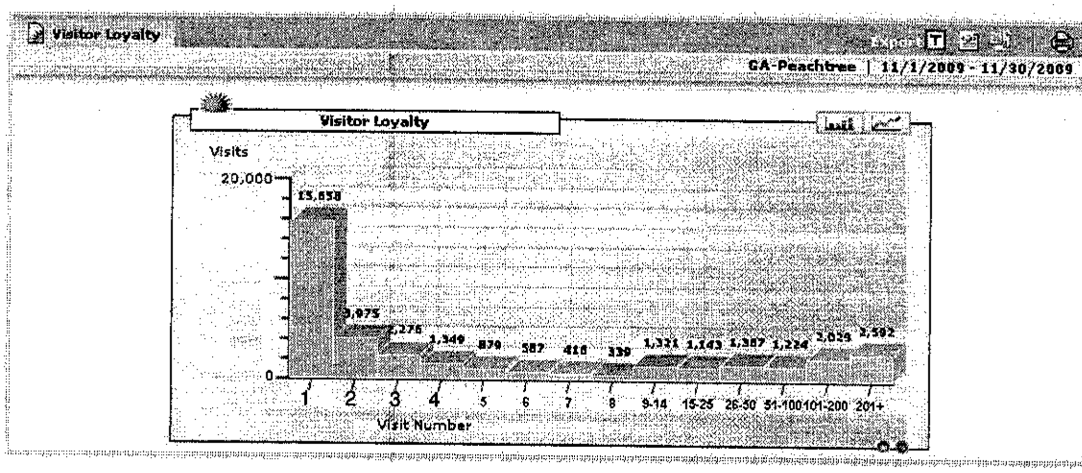
Visits

A visit is defined as a series of actions that begins when a visitor views their first page from the server, and ends when the visitor leaves the site or remains idle beyond the idle-time limit. The default idle-time limit is thirty minutes.

Total Number of Website Visits in November 2009 – 35,155

Unique Visitors – 21,467

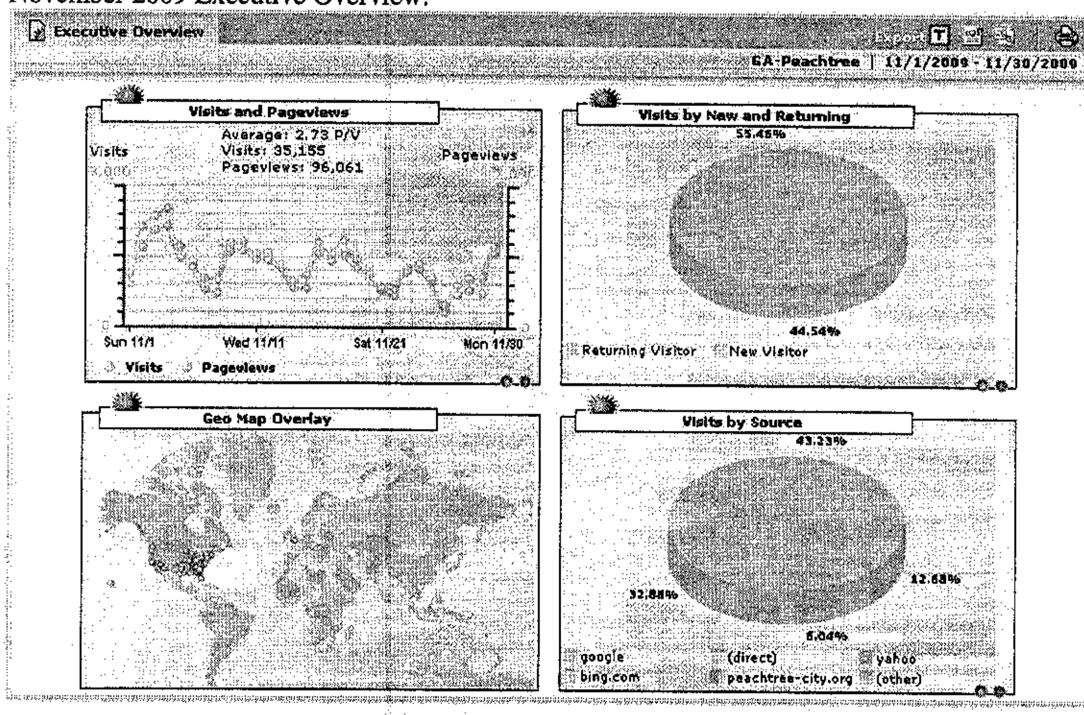




Top Pages for November 2009:

	Page Titles	Visits	Pageviews	Avg Time	% Exit	$ Index
1.	Peachtree City, GA - Official Website	23,618	46,556	00:01:01	33.65%	$0.00
2.	Peachtree City, GA - Official Website - Online Resources	3,721	4,751	00:05:13	77.90%	$0.00
3.	Peachtree City, GA - Official Website - Library	1,453	2,551	00:01:13	53.38%	$0.00
4.	Peachtree City, GA - Official Website - Police	1,166	1,775	00:01:01	59.94%	$0.00
5.	Peachtree City, GA - Official Website - Elections	807	1,281	00:02:30	57.61%	$0.00
6.	Peachtree City, GA - Official Website - Peachtree City Tennis Center	690	1,378	00:00:59	46.73%	$0.00
7.	Peachtree City, GA - Official Website - Parks and Recreation	588	1,510	00:01:08	27.55%	$0.00
8.	Peachtree City, GA - Official Website - Street and Path Map	556	1,175	00:02:14	46.38%	$0.00
9.	Peachtree City, GA - Official Website - Kedron Fieldhouse and Aquatic Cent	477	909	00:01:43	49.94%	$0.00
10.	Peachtree City, GA - Official Website - PINES Catalog	473	661	00:02:35	71.10%	$0.00
	Totals:	44,708	96,061	00:01:12	36.68%	0

November 2009 Executive Overview:



PEACHTREE CITY FIRE/EMS DEPARTMENT
2010 MONTHLY REPORT

	Oct. 09	Nov. 09	2010 FY-T-D	2009 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	1	1	2	6
Actual Business/Industrial Fires	0	1	1	4
Rescue/EMS Assist	166	165	331	271
Vehicle/Golfcart Accidents	19	14	33	48
False Alarms	41	25	66	52
[1]**Other**	16	30	46	61
Total Engine Response	243	236	479	442
Dispatched Fire Calls	61	58	119	116
Response Time Fire	4:49	4:01	4:25	4:27
RESCUE/EMS				
Trauma	35	29	64	73
Medical	145	145	290	247
Total # Patients	180	174	354	320
Patients Transported	109	98	207	160
Dispatched EMS Calls	182	177	359	331
[2]**Total Medic Response**	205	206	411	407
Response Time EMS	4:55	4:26	4:41	4:35
Dispatched Fire/EMS Total	243	235	478	447
EMS BILLING				
Patients Billed	108	96	204	158

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

[2]Includes Fire Assist Responses

LEISURE SERVICES MONTHLY REPORT

Nov-09

Activity Description	Unit	Nov 09	FY 2010 YTD	FY 2009 YTD
Library				
Books Circulated	number	37,159	76,708	71,762
Internet Usage	visits	3,126	6,413	7,139
Computer Lab Use	hours	0*	0	23
***Lab closed due to hour reductions**				
Recreation				
Class/Program Revenue	$	$4,141	$9,755	$8,214
Playing Field Preparations	hours	250	700	685
Building Maintenance	hours	410	895	881
Litter Removal	hours	330	625	628
Complaints answered	number	2	4	3
Amphitheater Rentals, commercial		0		0
Amphitheater Rentals, nonprofit*		*1	1	1
***Hudson Family Foundation concert**				

Kedron Revenue Update

	November-09	FY2010 YTD	FY 2009 YTD
Classes/Programs	$2,974.00	$6,394.00	$2,856.00
Pool Revenue*	$3,385.00	$4,559.00	$12,294.00
Rentals	$320.00	$560.00	$320.00
Total	$6,679.00	$11,513.00	$15,470.00

FY 2008 YTD	FY2007 YTD**
$2,974.00	$1,272.00
$3,385.00	$766.00
$320.00	$80.00
$6,679.00	$2,118.00

*Pool revenue decreased year to date with the implementation of the quarterly pool pass; also, this system lacked a prorate system and people have been reluctant to pay for the full quarter part way into it. Staff is implementing a prorate system whereby cost is $60 for the full quarter, $40 if more than one month into the quarter and $20 if more than two months into the quarter.

**FY2007 figures not available for Nov 2007

The Recreation staff is also planning the following revenue-generating actions: Bring to City Council in early 2010 new or revised fee rates for open gym, rentals and other selected fees; actively promote Kedron for specialized rentals and special events during low use times, to include in-house developed brochure and active promotion to target audiences; develop and promote sponsorship program that will include display areas in the facility.

PEACHTREE CITY POLICE DEPARTMENT
2009 MONTHLY REPORT

	NOVEMBER 2009	OCTOBER 2009	2009 Calendar Year to Date	2008 Calendar Year to Date
PART I CRIMES				
Criminal Homicide	0	0	0	1
Forcible Rape	0	0	4	2
Robbery	0	0	3	7
Aggravated Assault	2	1	9	6
Arson	0	0	0	1
Motor Vehicle Theft	9	9	82	83
Theft	41	48	475	393
Burglary	4	1	42	55
TOTAL PART I CRIMES	**56**	**59**	**615**	**548**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	9	5	174	212
DUI – ADULT	8	5	158	196
DUI – UNDERAGE	1	0	16	16
MINOR IN POSSESSION OF ALCOHOL	3	5	85	71
DRUG ARRESTS:				
MARIJUANA	10	14	97	76
METHAMPHEDIMINE	0	0	3	1
COCAINE	0	0	3	6
OTHER (opium, heroin, etc)	0	0	1	5
ARRESTS				
PROPERTY CRIMES	17	23	196	151
PERSON CRIMES	7	5	89	69
CITY ORDINANCES	19	33	374	449
TRAFFIC OFFENSES	28	48	458	459
OTHER	23	19	371	392
AVERAGE RESPONSE TIME	9.06	7.13	7.26	5.80
CALLS ANSWERED	**4,556**	**5,280**	**54,639**	**58,463**

TRAFFIC				
CITATIONS ISSUED	351	476	5,557	6,353
WARNINGS	468	489	6,016	7,252
ACCIDENTS	102	95	952	1,086

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	6
HWY 54 / PEACHTREE PARKWAY	4
HWY 54 / PLANTERRA WAY	4
HWY 54 / WILLOWBEND ROAD	3
HWY 54 / COMMERCE DRIVE	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	50
HWY 54 / PEACHTREE PARKWAY	30
HWY 54 / PLANTERRA WAY	25
HWY 54 / HUDDLESTON RD	22
HWY 74 / ROCKAWAY ROAD	19

PUBLIC SERVICES MONTHLY REPORT
NOVEMBER 2009

Activity Description	Unit	November-09	FY2010 YTD	FY2009 YTD
Street Patching	Hrs.	233	635	0
Street Crack Sealing	Hrs.	23	69	224
Street Crack Sealing	Mi.	0	0.05	1.08
Street General Miantenance	Hrs.	456	968	505
Storm Water Maintenance	Hrs.	308	755	894
Cart Path Paving	Ft.	2,035	2,035	1,378
Cart Path Prepped for Paving	Ft.	0	~~~	~~~
Cart Path Litter Removal	Hrs.	162	282	312
Cart Path Drainage Maintenance	Hrs.	222	478	326
Cart Path General Maintenance	Hrs.	540	1,306	1,123
Subdivision Sign Maintenance	Hrs.	17	29	55
Traffic Sign Maintenance	Hrs.	154	349	278
Vandalism Repairs	Hrs.	26	42	72
Vandalism Repairs	Dls.	$667	$1,448	$1,419
Citizen Complaints Answered	Num.	95	179	142
Community Service	Hrs.	407	1,063	108
RECYCLING SITE				
Manhours	Hrs.	52	104	378
Participants:				
Recycling	Num.	936	1,834	548
Composting	Num.	900	1,769	1,926
Mulch Pick UP	Num.	4	11	27
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.5		

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Library Commission

Board name

Nov-09

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Keely Suiter *06/01/2006*	12	12	12	0	0	**100%**
Adele Klingshirn *06/01/2007*	12	12	12	0	0	**100%**
John Waterhouse *06/01/2007*	12	12	12	0	0	**100%**
Sally Meyer *06/01/2008*	12	11	10	1	06/10/2009	**91%**
Paul Lentz, Jr. *06/01/2008*	12	10	10	0	0	**100%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission
Board name

November 2009
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples *10/01/2006*	15	15	15	0		**100%**
Theo Scott *10/01/2004*	15	15	15	0		**100%**
Larry Sussberg *10/01/2008*	15	15	13	2	11/24/2008, 5/11/09	**87%**
Joe Frazar *10/17/2008*	15	15	14	1	12/08/08	**93%**
Lynda Wojcik *02/23/2009*	15	10	10	0		**100%**
Lisa Curtis *10/01/2009*	15	2	1	1	11/09/09	**50%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION — November 16, 2009

Name & Date of Appointment	Meetings Held Past 12 Months*	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard *01-Jan-08*	10	10	10	0		**100%**
Eric Imker *01-Jan-09*	10	10	8	2	05/18/2009 09/21/2009	**80%**
Vince Obsitnik *01-Jan-08*	10	10	10	0		**100%**
David Ring *01-Jan-07*	10	10	9	1	04/20/2009	**90%**
Shayne Robinson *01-Jan-09*	10	10	10	0		**100%**
~~**Michael LeDonne** *Alternate* ** *01-Jan-09*~~	~~10~~	~~5~~	~~1~~	~~4~~	~~1/16/09 - 4/20/09 5/18/09 - 6/15/09~~	**20%**
Cyndi Plunkett *Council Liaison* *01-Jan-09*	10	10	7	3	2/16/09 - 7/20/09 8/31/09	**70%**

* No meetings held 12/08 or 3/09

** As of 7/09, LeDonne is no longer an alternate

COMMISSION/AUTHORITY ATTENDANCE RECORD

PTC Water & Sewerage Authority
Board name

Nov-09
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Wade Williams *01/01/2007*	12	12	11	1	10/05/2009	**92%**
Tim Meredith *01/01/2008*	12	12	11	1	07/27/2009	**92%**
Jeff Prellberg *01/01/2006*	12	12	10	2	07/06/2009 07/27/2009	**83%**
Phil Mahler *10/19/2007*	12	12	12	0	0	**100%**
Michael Harman *01/01/2009*	12	12	8	2	02/02/2009 04/02/2009	**67%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Tourism Association

Board name

as of November 2009

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
William Bexley *12/31/2010*	11*	11	10	1	06/16/2009	91%
Kai Wolter *12/31/2010*	11*	11	9	2	07/15/09 09/08/09	82%
David Ring *Until no Longer Rec Comm Chairman*	11*	11	7	4	03/25/09 05/27/09 8/12/09 09/08/09	64%
Stanley Phillips *12/31/2009*	11*	11	10	1	12/17/2008	91%
Eva Durham *08/06/2012*	11*	11	9	2	02/25/09 06/16/09	82%
Veronica Ross *08/06/2012*	11*	11	10	1	01/21/2009	91%
Mayor Harold Logsdon *12/31/2009*	11*	9	6	4	4/15/09 7/15/09 9/8/09 11/18/09	67%
Joe Magennis *Alternate*	11*	3	3	0		100%

* October 2009 - No meeting

Staff/Attorney

Lauren Yawn	11*	11	11	11		100%
Jeremy Hogan	11*	11	9	2	11/19/2009 06/17/09	82%
Mary Camburn	11*	11	10	1	03/25/2009	91%
Caryl Sumner Black	11*	11	11	0		100%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Councilmembers**

VIA: **City Manager** Bernard M. Mullen
Administrative Services Director M

FROM: **Public Information Officer/City Clerk** PK

DATE: **December 31, 2009**

SUBJECT: **Designation of City's Legal Organ**
January 7, 2010, City Council Meeting

Recommendation:

That Council designate the *Fayette Daily News/Today in Peachtree City* as the legal organ for the City of Peachtree City.

Discussion:

Each year, the City of Peachtree City must designate the official legal organ in which notices of public hearings, millage rate, and other notices required by state law and City Ordinance will run. Staff contacted three local newspapers regarding their costs for legal ads. The quoted prices were as follows:

Atlanta Journal-Constitution	$23 per line (line ad)
The Citizen	$10 per 100 words
Fayette Daily News/Today in PTC	$10 per 100 words

County legal organs are designated by the Probate Court Judge, Sheriff, and Superior Court Clerk, and the newspaper must have a paid circulation component that *The Citizen* does not have. The designated Fayette County legal organ for 2010 will remain the *Fayette Daily News/Today in PTC.*

Municipalities have more latitude in designating their legal organ, but state law stipulates that certain municipal legal ads run in the County legal organ. While that requirement is not imposed on all municipal legal ads, it includes bond notices, police seizures, municipal court ads, condemnation proceedings, distilled spirits sales and licensing, and nuisance abatement ads. Further, local businesses advertising for articles of incorporation or dissolution and registration of trade names must advertise in the legal organ of the County. Notices for Peachtree City properties in foreclosure, estate transfers, adoptions, and public sales would also continue to run in the County legal organ.

The *Fayette Daily News/Today in PTC* rate reflects the state rate established for County legal organs. *The Citizen* has offered a rate equal to that of the *Fayette Daily News/Today in PTC* for publication of legal notices in the Wednesday edition of the paper. Based on an average variance legal ad run by the City in the Past year, the AJC rate would equate to about $230 per 100 words (23 x the current rate) compared to the $10 per 100 words offered by the other two publications.

As the long-time legal organ of the County and Peachtree City, the Tuesday *Fayette Daily News/Today in Peachtree City* is the publication residents associate with all legal ads, and in which many local ads would continue to run. However, *The Citizen* is very popular and may have a wider overall readership. Because both offer a valid venue for providing information to the public, this ultimately becomes a question of administrative efficiency, both for City staff and for the community at large, and of cost. Designating *The Citizen* as the legal organ would still require staff to run some ads in the *Fayette Daily News/Today in Peachtree City* to comply with state law, thereby increasing City expenses, and would require residents to go to multiple sources to access all community legal ads.

Staff is recommending that the City designate the *Fayette Daily News/Today in PTC* as the legal organ for 2010 to ensure correct placement of legal ads, to maintain the lowest possible expenses for the City, and to provide a single source for the community to access legal ads. The City Attorney also indicates that cities typically use the County legal organ in an effort to avoid confusion as to what ads go in which papers.

Budget Impact:

Because it is a continuation of an existing rate for budgeted expenditures, appointing the *Fayette Daily News/Today in PTC* would have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Administrative Services Director** NV

DATE: **December 28, 2009**

SUBJECT: **Indemnification Resolution**
January 7, 2010, City Council Agenda

Recommendation:
Staff recommends that Council adopt the attached resolution indemnifying City elected and appointed officials (except officials of authorities) and employees.

Discussion:
Each year Council adopts a resolution indemnifying officials and employees and agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City. This indemnification does not apply to individuals who act oppressively, maliciously, corruptly or without authority, nor does it apply to city authorities that function autonomously and have their own liability coverage.

Budget Impact:
Legal representation for this type of claim is included under the umbrella of the City's Liability Insurance Policy.

Attachment

NV/pd

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING POTENTIAL LIABILITY OF CITY ELECTED OFFICIALS, APPOINTED OFFICIALS, AND EMPLOYEES

WHEREAS, the City of Peachtree City is a municipal corporation duly chartered and incorporated by the State of Georgia; and

WHEREAS, as a result of certain decisions by State and Federal Courts, elected and appointed officials and employees of the City may be subject to suits seeking to hold those persons personally liable for damages: and

WHEREAS, elected and appointed officials, employees, and other individuals may be subject to formal complaints under the City Code of Ethics; and

WHEREAS, the City Council deems it to be in the best interest of the City to indemnify, defend, and protect City elected and appointed officials and employees from certain liability,

IT IS THEREFORE, RESOLVED THAT:

The City of Peachtree City shall indemnify, defend and pay any and all judgments rendered against any City elected official or appointed official (with exception of officials of authorities) or employee for any and all suits brought against them for any acts or omissions performed or neglected to be performed by them in the course of their employment, or association with the City.

The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics (with the exception of officials of authorities) for representation before the Ethics Board, the investigation conducted by the Ethics Board, and any action taken by Council. Such legal counsel shall be selected by the individual requesting representation from a panel of three attorneys compiled by the City Staff selected from the attorneys on the approved list of lawyers maintained by GIRMA.

The indemnification shall not apply to those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. §36-33-4.

This resolution shall remain in full force and effect until such time as it may be amended or repealed by a subsequent resolution of the City Council.

SO RESOLVED, in open session assembled pursuant to law. This 7th day of January 2010.

____
Mayor

____

____

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ATTEST: ____________________________
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

FROM: **Public Information Officer/ City Clerk**

DATE: **December 30, 2009**

SUBJECT: **Consider Ethics Resolution and Ethics Ordinance Amendments**
January 7, 2010, City Council Meeting

Recommendation:

That Council adopt the attached resolution reconfirming the ethics principles for the conduct of the government of Peachtree City and approve the amendments to the Ethics Ordinance as recommended by GMA.

Discussion:

In 2000, Peachtree City adopted an Ethics Resolution and Ethics Ordinance to attain Certification as a City of Ethics under the program established by the Georgia Municipal Association (GMA). In 2009, GMA modified its requirements for certification to mandate that participating jurisdictions become recertified every four years. To maintain certification, Council adopted the attached resolution on September 3, 2009, and forwarded a copy of the Ethics Ordinance to GMA.

GMA officially recertified the City but recommended two minor changes to our ordinance, including the definition of "immediate family" and the section on public contracts with City officials. The City Attorney reviewed the recommended changes.

The resolution reconfirms the City's existing principles of Ethics, under which the City will continue to operate with the new Mayor and City Council.

Budget Impact:

This item has no budgetary impact.

RESOLUTION ____________

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Peachtree City was certified under this program on June 27, 2000, and wishes to continue as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the governing authority of the City of Peachtree City, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve Others, Not Ourselves
- Use Resources with Efficiency and Economy
- Treat All People Fairly
- Use The Power of Our Position For The Well-Being of Our Constituents
- Create an Environment of Honesty, Openness, and Integrity

RESOLVED this 7th day of January 2010.

____

Mayor

____

ATTEST

ORDINANCE NO. ______

AN ORDINANCE TO AMEND THE ETHICS ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE DEFINITION OF IMMEDIATE FAMILY; TO ESTABLISH PROVISIONS FOR PUBLIC CONTRACTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article III, Section 62-72 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 62-72. Definitions.

Immediate family means spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Section 2. Article III, Section 62-84 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 62-84. Public contracts.

No city official shall enter into, or have any interest in, either directly or indirectly, any contract with the city except as authorized by state law.

(1) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.

Deleted: spouse and children

Deleted: The city shall not enter into a contract involving services or property with any official or employee or with a business in which the official or employee has an interest. This section shall not apply in the case of:¶
(1) . The designation of a bank or trust company as a depository for city funds;¶
(2) . The borrowing of funds from any bank or lending institution, which offers the lowest available rate of interest in the community for such loan;¶
(3) . Contracts entered into in accordance with the O.C.G.A. § 16-10-6;¶
(4) . Contracts entered into under circumstances that constitute an emergency provided that a written record explaining the emergency is inserted by the mayor into the city council minutes as soon as is practicable but no later than 15 days after the contract is entered into.¶
(5) . Contracts entered into with an official or employee, or with a business in which the official or employee has an interest, provided that such contract is:¶
a. . Awarded through a process of public notice and competitive bid;¶
b. . Disclosure of the nature of such member's interest is made prior to the time a bid is submitted; and¶
c. . After this section is complied with, a waiver of the prohibition contemplated by this section is issued by the city manager.¶

(2) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).

(3) Any official who has a proprietary interest in an entity or agency doing business with the city shall make that interest known in writing to the city council and the city clerk.

Section 3. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _______ day of ______________________ 2009.

____
Don Haddix, Mayor

____

____

____

Attest: ______________________________ ______________________________

City Clerk

GEORGIA MUNICIPAL ASSOCIATION

December 21, 2009

Mayor Harold Logsdon
City of Peachtree City
151 Willow Bend Road
Peachtree City, GA 30269-3104

Dear ~~Mayor Logsdon~~ Harold:

Congratulations.

The GMA Ethics Certification Committee has determined that the City of Peachtree City meets the qualifications to be recertified as a GEORGIA CERTIFIED CITY OF ETHICS. We will officially recognize the city's continuing participation in this program at the Awards Luncheon to be held during GMA's Mayors' Day Conference at 12:30 p.m. on January 24, 2010 in Atlanta, Georgia. This event will require a separate ticket for individuals who are not registered for the conference.

Your city's name will be called out and shown on the large screens. We will not issue a new plaque but photographs will be taken immediately following the program on the stage. Please contact Kelly Shields in the GMA Legal Department at (678) 686-6204 and let her know who will be present to participate in the photographs. We will send the photograph, along with a press release, to your local newspaper(s).

The GMA Ethics Certification Committee did want to recommend that the city consider expanding the definition of "immediate family" and re-visit some of the exceptions to prohibited contracts in Section 62-84 of the ordinance. You are encouraged to discuss these matters with your city attorney before taking any action.

We appreciate your city's participation in this important GMA program.

Sincerely,

Jim

Jim Higdon
Executive Director

RECEIVED
DEC 22 2009
PEACHTREE CITY
CITY HALL

JH:SP/

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Administrative Services Director** NV

DATE: **December 31, 2009**

SUBJECT: **Appoint/Reappoint Ethics Board Members**
January 7, 2010, City Council Agenda

Recommendation:

That Council appoint the nominees listed below to the Peachtree City Ethics Board, pending fulfillment of the required paperwork.

Discussion:

The City has an Ethics Board comprised of ten Peachtree City residents who are appointed by Council. Each Council member nominates two residents to serve during their term(s) of office. The Board provides the pool for a five-member panel to review any Ethics Complaints filed with the City. Below are those nominated for appointment and the Council member making the nomination:

Mr. Tom O'Toole (Don Haddix)
Mr. Mark Hollums (Don Haddix)
Mr. Joseph Clancy (Eric Imker)
Mr. John Merrick (Eric Imker)
Ms. D'Arcy Pitts (Doug Sturbaum)
Mr. Sidney Warren (Doug Sturbaum)
Ms. Cathy Nelmes (Kim Learnard)
Ms. Louise Nelson (Kim Learnard)
Mr. Dan Haas (Vanessa Fleisch)
Mr. Eric Slepian (Vanessa Fleisch)

All nominees must submit informational paperwork and pass criminal background checks. Once the required paperwork is completed, staff will schedule a training class at which the City Attorney will review the City's Ethics Ordinance and the duties and responsibilities of the Ethics Board members.

Budget Impact:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager Bernard J McMullen

FROM: Paul J. Salvatore, Financial Services Director P.S.
Janet I. Camburn, Assistant Finance Director JC

DATE: December 21, 2009

SUBJECT: Budget Amendments – Fiscal Year 2010

January 7, 2010 City Council Consent Agenda

Recommendation:

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

Discussion:

Attached please find budget amendments 10-005 through 10-007 for fiscal year 2010 submitted for your approval. Budget amendments 10-005 and 10-006 are quarterly amendments to the City's Special Revenue Funds and reflect donations, youth concert ticket sales, and other revenue received since October 1, 2009. These amendments will increase the budgeted revenue for the amounts actually received and increase budgeted expenditures in the fund allowing the departments to spend the monies received. Budget amendment 10-007 increases both budgeted revenue and expenditures in the General Fund that reflects a reimbursement from CALEA for costs associated with materials for the CALEA conference that were charged to Operating Supplies.

Budget Impact:

The budget amendments increase revenues and expenditures in all of the Special Revenue Funds by a total of $26,122 in fiscal year 2010; and increase both revenues and expenditures in the General Fund by $649 in fiscal year 2010.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 10 – 1/7/2010

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-005

DATE January 7, 2010

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
200-00-37-1050	xxx	Donations - Historical Marker	6,150	
200-1310-52-1200	xxx	Professional Services - Historical	6,150	
207-00-34-7901	xxx	Youth Council - Ticket Sales	224	
207-00-38-9000	xxx	Other Revenue	398	
207-6110-52-1200	xxx	Professional Services	195	
207-6110-52-3500	xxx	Travel	150	
207-6110-53-1175	xxx	Operating Supplies	277	
208-00-34-2102	xxx	Donations - Fire Department	500	
208-3510-53-1175	xxx	Operating Supplies	500	
209-00-34-2102	xxx	Donations - CERT	2,000	
209-3210-53-1175	xxx	Operating Supplies	2,000	
210-00-34-2100	xxx	Donations - K9	7,825	
210-00-34-2117	xxx	Donations - Toy Drive	225	
210-3210-53-1175	xxx	Operating Supplies	8,050	
211-00-34-2102	xxx	Donations - Explorer Troop	2,000	
211-00-38-9000	xxx	Other Revenue - Training Reimb.	397	
211-3210-52-3600	xxx	Dues & Fees	60	
211-3210-52-3700	xxx	Education & Training	360	
211-3210-53-1175	xxx	Operating Supplies	1,977	
		TOTAL	$ 39,438	$ -

To amendment budgets in Special Revenue Funds for donations, ticket sales, and other revenue already received in fiscal year 2010. These amendments increase both budgeted revenues and expenditures in these funds, with revenues available only for the special purposes of the funds.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-006

DATE January 7, 2010

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
231-00-34-7900	xxx	Other Revenue - Fees	55	
231-6129-54-1200	xxx	Site Improvements	55	
232-00-34-7900	xxx	Other Revenue - Fees	2,335	
232-6129-54-1200	xxx	Site Improvements	2,335	
233-00-39-7902	xxx	Box Account Fees	1,245	
233-6129-54-1200	xxx	Site Improvements	1,245	
235-00-34-7900	xxx	Other Revenue - Fees	223	
235-6129-54-1200	xxx	Site Improvements	223	
236-00-34-7900	xxx	Other Revenue - Fees	2,085	
236-6129-54-1200	xxx	Site Improvements	2,085	
238-00-34-7900	xxx	Other Revenue - Fees	460	
238-6129-54-1200	xxx	Site Improvements	460	
		TOTAL	$ 12,806	$ -

To amendment budgets in Special Revenue Funds (Athletic Fee Funds) for fees already received in fiscal year 2010. These amendments increase both budgeted revenues and expenditures in these funds, with revenues available only for the special purposes of the funds.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 10-007

DATE January 7, 2010

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9000	xxx	Other Revenue	649	
100-3210-53-1175	xxx	Operating Supplies - PD	649	
		TOTAL	$ 1,298	$ -

To amendment the General Fund budget by increasing budgeted revenue and expenditures. This amendment reflects a reimbursement from CALEA for costs associated with materials for the CALEA conference that were charged to Operating Supplies.

ENTERED ____________

APPROVED ____________

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

DATE: December 18, 2009

SUBJECT: Budget Amendment – Fiscal Year 2009

January 7, 2010, City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment.

Discussion:

Attached please find budget amendment 09-061 for fiscal year 2009 submitted for your approval. This budget amendment is housekeeping in nature and is necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2009.

Budget Impact:

The proposed budget amendment affects only the General Fund.

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

Thank you for your attention to this matter.

Attachment

JIC/BUDGET AMENDMENT – FY 09 – 1/7/2010

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-061

DATE September 30, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-4100-51-2100	xxx	Group Health Insurance - PW	13,000	
100-3510-51-2100	xxx	Group Health Insurance - FD	4,000	
100-3210-51-2100	xxx	Group Health Insurance - PD	14,000	
100-00-34-2601	xxx	Ambulance Revenue	31,000	
			$ 62,000	$ -

Misecellaneous 2009 budget amendments for the General Fund

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Interim Community Development Director** David

DATE: **December 29, 2009**

SUBJECT: **Consider request to amend Development Agreement for Line Creek retail center (SR 54 W)**
January 7, 2010 City Council Agenda

Discussion:

The Special Use Permit (SUP) for the Line Creek retail center on SR 54 W was approved by City Council on June 19, 2008. Prior to, and separate from that approval, Council entered into a Development Agreement with the Applicant on February 13, 2008 concerning the abandonment of certain streets and setting the parameters for any proposed development on the property.

Paragraph 9(a) of the Development Agreement states *"The total square footage of all buildings on the site shall not exceed 175,000 SF."* Paragraph 9(b) states *"No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, with a maximum of 50,000 SF for any single tenant or occupant."* The Applicant is requesting that paragraph 9(b) be amended to state that no more than three (3) tenants may exceed 32,000 SF of enclosed space, and that the size of the largest single tenant or occupant be increased from 50,000 SF to 65,000 SF. The new paragraph would read as follows:

> *No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, two with a maximum of 50,000 SF for any single tenant or occupant and one with a maximum of 65,000 SF for any single tenant or occupant.*

Should Council agree to this request, the amended Development Agreement would need to be signed and recorded. The Applicant would also be required to apply for an amendment to the existing Special Use Permit, or for a new Special Use Permit, to include a new site plan and supporting documentation. This application would be reviewed by Staff and the Planning Commission who would then provide a recommendation to City Council.

Budget impact:

There are no budget impacts associated with this request.

LINDSEY LAW FIRM, P.C.

Richard P. Lindsey, Esq.
Rick@LindseyLawFirmPC.com

2004 Commerce Drive
Suite 120
Peachtree City, Georgia 30269

Telephone: (770) 692-8118
Facsimile: (770) 692-8121

November 11, 2009

VIA HAND DELIVERY
Mr. David Rast
City Planner
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Line Creek Retail

Dear David:

My client, Capital City Development Partners, LLC, wishes to modify one provision of the Development Agreement entered into with the City of Peachtree City on February 13, 2008. The single provision that my client wishes to modify is found at paragraph 9(b). Capital City Development Partners, LLC requests that one building with a single tenant or occupant may exceed the 50,000 square feet but not exceed 65,000 square feet. The revised paragraph would read as follows:

> "No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, two with a maximum of 50,000 SF for any single tenant or occupant and one with a maximum of 65,000 SF for any single tenant or occupant."

Please place this matter on the agenda for the city council's next meeting which is set for November 19, 2009.

Best regards.

Sincerely,

LINDSEY LAW FIRM, P.C.

Richard P. Lindsey

RPL:kbl

RECEIVED NOV 1 1 2009

AFTER RECORDING RETURN TO:

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

DEVELOPMENT AGREEMENT

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

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

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

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

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

2. This Development Agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to apprise any successors-in-title of this Development Agreement.

3. The Developer agrees that nothing contained in this Agreement shall obviate the requirement that the Developer comply with all City ordinances, building codes, and development standards. Any plans submitted by the Developer shall be submitted to the City in accordance with the City's established plan review process under the terms of applicable city ordinances. With respect to all these requirements, the City will not unreasonably withhold approval of the Developer's plans.

4. Developer agrees to include the restrictions and covenants contained herein on any and all deeds the Developer signs to transfer said property or otherwise to reference this deed restriction on any forms of conveyance. If Developer fails to include said restrictions and covenants, the City shall have the option to file said restrictions and covenants in the chain of title of said property so the restrictions and covenants will run with the land.

5. All Parties agree that this Agreement is entered into voluntarily and that all parties will incur their own legal expenses.

6. In the event an ambiguity exists in the interpretation or implementation of this Agreement, the parties will first look at the Agreement itself to clarify such ambiguity. In the event the ambiguity is still not resolved, the parties will next look to the GC zoning ordinance, and then, if necessary, to the rules, regulations and other ordinances of the City. In the event of a conflict between the provisions of this Agreement and the regulations of the GC zoning ordinance, the most restrictive regulation shall apply.

7. Developer shall cause the Right-of-way to be appraised by a qualified appraiser acceptable to both the City and Developer. All costs associated with the appraisal shall be paid by the Developer. Developer shall pay to the City the appraised value of the Right-of-Way which in no case shall be less than Five Hundred Thousand ($500,000.00) Dollars. If the appraised value for the Right-of-Way exceeds Five Hundred Thousand Dollars, Developer shall transfer to the City a portion of the western edge of the Property which abuts the City's property known as Line Creek Nature Preserve. The portion of Property to be so transferred shall equal in value the amount the abandoned Right-of-Way which exceeds Five Hundred Thousand Dollars. Developer shall pay said sum to the City within

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

8. The Developer shall prepare a plat of the Property that combines all parcels currently platted as individual parcels into a single parcel. Said plat shall be submitted to city staff for review and approval and recorded in the Fayette County Tax Assessor's Office prior to submittal of a conceptual site plan. Should any portion of the overall tract be subdivided and sold for development, a subdivision plat must be prepared and recorded prior to submittal of a conceptual site plan for that particular tract of land. Appropriate setbacks shall incorporated into each parcel in accordance with city ordinances.

9. The Developer shall prepare a conceptual site plan for the Property in accordance with the city's established site plan review process. It is understood the proposed development would require a Special Use Permit as identified by city ordinance and, further, there is no guarantee the city will ultimately grant such Special Use Permit except for the buildings approved in sub-paragraph (b) below.

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

   (a) The total square footage for all buildings on the site shall not exceed 175,000 SF.

   (b) No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, two with a maximum of 50,000 SF for any single tenant or occupant and one with a maximum of 65,000 SF for any single tenant or occupant.~~No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, with a maximum of 50,000 SF for any single tenant or occupant.~~

   (c) No freestanding restaurant with a drive-thru window for pick-up of food or drink orders shall be allowed on the Property; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders "to go" and further provided that this restriction shall not prohibit a coffee shop. As used herein, the term "coffee shop" shall mean a small restaurant in which coffee and light snacks and other drinks are served.

(d) No business whose primary business is the sale of gasoline or diesel shall be allowed on the Property.

(e) The minimum number of vehicular parking spaces required for the total square footage of all buildings on the property shall be provided in accordance with City ordinances. Shared parking shall be encouraged.

(f) Stormwater detention shall not be permitted within the 30' landscape buffer adjacent to SR 54.

(g) Golf cart parking spaces shall be provided throughout the development in close proximity to the entrance to each tenant space.

(h) A vegetated buffer measuring no less than 50 feet in width shall be provided along the entire length of the southern property boundary adjoining Cardiff Park. Any portion of this buffer that does not contain vegetation shall be replanted to provide a dense cover of trees. Said buffer shall be dedicated to the city as greenbelt prior to submittal of the final site plan. Appropriate building and parking setbacks in accordance with city ordinances shall be established from the original property boundary; however, in no event shall the building setbacks be less than 75 feet from the current property boundary.

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

(a) A schematic site lighting plan for the overall site that is prepared in accordance with the city's lighting ordinance and the SR 54 West Design Guidelines.

(b) A schematic landscaping plan for the overall site that is prepared in accordance with the city's landscape ordinance and the SR 54 West Design Guidelines. All canopy trees shall be no less than 6" in caliper.

(c) A schematic stormwater management plan for the overall site that is prepared in accordance with the city's stormwater ordinance.

(d) Schematic elevations of all buildings, including exterior materials and color selections, that is prepared in accordance with the SR 54 West Design Guidelines.

(e) A schematic site amenities plan that is prepared in accordance with the SR 54 West Design Guidelines. Said plan shall identify public seating areas, public spaces with fountains, hardscape features and integrated pedestrian walkways.

(f) A schematic pedestrian circulation plan that identifies pedestrian movement, locations of crosswalks and entry features to buildings and individual tenant spaces.

(g) A schematic multi-use path circulation plan, identifying locations of multi-use path connections, parking areas and potential charging stations. At a minimum, the plan shall include a 10' wide multi-use path spanning the entire frontage of the property abutting SR 54 and a separate path connection extending from the SR 54/ Planterra Way intersection to the Peachtree City Tennis Center.

11. The Developer shall agree to the following:

(a) Should retaining walls be required at the rear of the site to accommodate a change in grade, said walls shall be constructed of earthen fill gabion baskets and planted to create a vegetated wall.

(b) No disturbance shall be permitted within the city-owned tract to the west (Line Creek Nature Area).

(c) Once clearing and grading is complete and the buildings are under construction, the city landscape architect shall review the eastern property boundary to determine if additional plant material is necessary in order to screen views of this development from Planterra Way.

(d) Sound baffles shall be installed on all roof-top mechanical equipment facing Cardiff Park.

(e) Delivery trucks shall be restricted from making deliveries between the hours of 8:00PM and 8:00AM.

(f) An outdoor sound system shall be provided throughout the development that provides music. Said outdoor sound system shall be equal to or similar to that currently provided at the Avenue.

12. The Developer shall work in good faith with the Planterra Homeowners Association, the Cardiff Park Homeowners Association and the city landscape architect to develop a landscape plan for the east and west sides of the Planterra Way entrance, which shall include an underground irrigation system. The Developer shall install the agreed upon landscaping and irrigation at no cost to the city or the individual Associations.

This condition is contingent on the city and the individual HOA's entering into an agreement for the perpetual maintenance of said landscaping and irrigation. It is understood the city shall not maintain these improvements.

13. There shall be no internal road connection between the Property and Planterra Way. By agreeing to this condition, the city recognizes this is a modification to the approved SR 54 West Master Plan. The city shall adopt a modification to this plan eliminating this requirement.

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

15. As of this date, there is no plan which has been approved by the City for the Property. Accordingly, any such plan must be reviewed and approved in accordance with existing city ordinances. Nothing in this agreement shall preclude City Staff, the Planning Commission and/ or City Council from imposing additional conditions on the development of the Property in accordance with the City's established plan review process.

16. Developer covenants that it will not at any time make any claim or demand, nor sue nor commence, nor prosecute, nor cause or allow to be prosecuted in its name any action at law or in equity against City regarding the restrictions contained in Section 1006 of the Peachtree City Zoning Ordinance including, without limitation, any challenges to the size restrictions on structures located within the GC Zoning District provided the City does not apply any restrictions which are more severe or limiting than those set forth in this Agreement and provided further that the City acts according to the requirements set forth in the ordinance, the law, and the Georgia and federal constitutions. Developer fully understands that this covenant not to sue may be pleaded as a complete defense to any action that may be brought against City with respect to such issues.

17. **COVENANTS RUNNING WITH THE LAND.** The terms and conditions of this Agreement shall be binding upon the Developer

and its successors in title and shall run with the title to the property identified herein.

18. **DATE OF EFFECTIVENESS OF THIS AGREEMENT.** This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.

19. **PREVIOUS WRITTEN AND ORAL STATEMENTS.** All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

20. **AMENDMENT AND MODIFICATION OF AGREEMENT.** This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the above described property.

21. **BINDING EFFECT.** This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.

22. **NOTICES.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at the address set forth below, or transmitted by facsimile to the facsimile number set forth below with hard copy sent within three (3) days thereof by one of the other approved methods of delivery. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or facsimile transmission or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address or facsimile number hereunder.

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

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

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this _____ day of ~~February~~December, ~~2008~~2009.

CITY OF PEACHTREE CITY, GEORGIA

By: ______________________________
Harold Logsdon, Mayor

ATTEST:

____
City Clerk

(SEAL)

Sworn to and subscribed before me
this ___ day of __________, ~~2008~~2009.

____
Notary Public

CAPITAL CITY DEVELOPMENT PARTNERS, LLC (Developer)

____
Witness

By: ______________________________
Doug McMurrain, (SEAL)
Managing Member

Sworn to and subscribed before me
this ___ day of __________, ~~2008~~2009.

____
Notary Public

POSITION PAPER

Annexation and rezoning request
Hyde Investments, LLLP

Interim Community Development Director David
December 30, 2009

Situation:

Hyde Investments, LLLP owns a 48.151-acre tract of land within unincorporated Fayette County. The subject tract is located immediately east of and adjacent to the Peachtree City United Methodist Church tract on Robinson Road. The property is currently located within unincorporated Fayette County and is zoned A-R Agricultural Residential. The Applicant desires to annex this property into the city limits of Peachtree City.

Stagecoach Road is currently a narrow, unpaved road that provides access to the subject property from Robinson Road. Stagecoach Road then turns into an abandoned road/ driveway connection to Ebenezer Road. Our records do not indicate any right-of-way currently platted for any portion of Stagecoach Road.

The Applicant is proposing to construct a new residential street (50' right-of-way) extending approximately 600 LF from Carriage Lane to Stagecoach Road to provide access to the subdivision. This new road would be constructed within what is currently platted as a 50' access easement. Following construction and acceptance by the city, this new road and right-of-way would be deeded to the city.

The Applicant is also proposing to construct approximately 1,800 LF of Stagecoach Road which would be constructed to community collector standards (60' right-of-way) and extend from the new residential street to the eastern border of the annexed property. Following construction and acceptance by the city, this portion of Stagecoach Road and associated right-of-way would also be deeded to the city as right-of-way. There are no plans to improve any other portion of Stagecoach Road.

The Applicant is proposing to rezone the property to LUR-9 as an extension of the existing Hyde Park subdivision and to subdivide the property into 21 single-family lots of no less than 2 acres. Lots would be served by individual septic systems.

The Applicant has complied with the submittal requirements specified within the city's Step One and Step Two annexation processes, and is requesting that the city annex and rezone the property accordingly. A copy of the Applicant's Step Two Annexation request is included as Attachment "A" and a copy of the Rezoning permit application is attached as Attachment "B".

Facts:

1. The overall 48.151-acre Hyde Investments, LLLP tract is located within unincorporated Fayette County.

2. The property is currently zoned A-R Agricultural Residential and designated as single-family low density residential on the county Land Use Map.

3. The southern property line of the subject tract adjoins the Peachtree City United Methodist Church tract on Robinson Road, which is within the city limits. The remainder of the property surrounding the subject tract is located within unincorporated Fayette County.

4. The property straddles Camp Creek and its associated floodplain. For the most part, the eastern border of the city follows the centerline of Camp Creek.

5. Primary ingress and egress to the proposed subdivision would be from Carriage Lane, which is classified as a residential street. Prior to development of the Hyde Park subdivision, there were eight (8) homes on Carriage Lane. Hyde Park added eleven (11) lots and associated traffic to Carriage Lane. The proposed subdivision would add 21 lots and associated traffic to Carriage Lane.

6. The city's Land Use Plan designates the residential property east of Robinson Road as single-family low density residential. The majority of the homes in this area are on lots of 3 acres or more.

7. City Council accepted the Applicant's Step One annexation application on March 5, 2009, authorizing the Applicant to work with City Staff and proceed with Step Two of the city's annexation process (Attachment "C").

8. The Applicant's Step Two application was deemed complete on August 21, 2009. At that time, Staff notified the Fayette County Board of Commissioners that we were in receipt of a complete annexation and rezoning application for property within unincorporated Fayette County.

9. The Fayette County Board of Commissioners considered this item at their meeting on December 10, 2009 (Attachment "D").

Discussion:

For the most part, the eastern border of the city follows the centerline of Camp Creek, which is consistent with the goals and objectives identified within both the comprehensive plan and the land use plan. These documents recommend that the boundaries of the city be established utilizing natural borders wherever possible. While Camp Creek is located on the property being considered for annexation, the property extends across Camp Creek and further into unincorporated Fayette County. Even if the portion of the property west of the centerline of Camp Creek were annexed, Staff is still concerned with access to the property.

The Applicant is proposing to utilize Carriage Lane to reach the property, which is the only means of access into and out of the Little Creek subdivision. Adding 21 lots as proposed would increase vehicular, service and other traffic within an existing residential neighborhood. Likewise, residents and visitors, as well as delivery, service and emergency vehicles, would be required to drive through the Little Creek subdivision and into the Hyde Park subdivision, then turn onto a new residential street to reach Stagecoach Road, then drive down Stagecoach Road to reach the proposed subdivision. Until Stagecoach Road is improved from Robinson Road to the city limits, Staff is not in support of the proposed annexation.

While the comprehensive plan encourages the creation of neighborhoods that are linked to the multi-use path system, there is no multi-use path connection to the existing Little Creek or Hyde Park subdivisions, nor is there a connection identified to interconnect with the proposed subdivision. In fact, an existing multi-use path connection constructed as a part of the initial Hyde Park subdivision would be removed to accommodate construction of a new residential street from Carriage Lane to Stagecoach Road. All residents and visitors would be required to utilize internal streets to reach the existing multi-use path adjacent to Robinson Road.

The subject property is designated as single-family low density residential on the Fayette County Land Use Map, which is consistent with most of the property within unincorporated Fayette County that adjoins Peachtree City. The property adjoins several large, undeveloped tracts of land within unincorporated Fayette County that are also identified for single-family low density residential development.

Even though there is no pending development being proposed in the immediate area, there is an opportunity to work with the adjoining property owners and the county to determine what type of development would be appropriate in this area, determine what type of access would be needed to serve the development, and what benefits there might be to either leave the property within the county or to annex the property into Peachtree City. Until these studies are complete, Staff is not in support of the proposed annexation.

Recommendation:

City Staff recommends that the proposed annexation and rezoning NOT be approved based on the following findings:

1. Extending the city limits beyond the natural border of Camp Creek is not consistent with the goals and objectives identified within the comprehensive plan and land use plan.
2. Stagecoach Road should be improved from either Robinson Road or Ebenezer Road to provide access to the property. Utilizing an existing residential street for access to the subdivision would increase traffic within an existing residential subdivision.
3. There is no compelling reason to annex the property at this time.

While Staff is recommending that the annexation and rezoning not be approved at this time, we do acknowledge that an in-depth planning analysis should be undertaken to fully analyze not only the Hyde Park property but the remainder of the undeveloped property in this portion of the county. This study should include, at a minimum, a financial impact analysis to determine the benefits of these parcels remaining within the county or being annexed into the city; an analysis as to whether or not sanitary sewer should be extended to serve these parcels; and what would be the best use of these parcels should they remain within the county or be annexed into Peachtree City. This study should be coordinated with the property owners and county staff, and the recommendations should be incorporated into the update of both the city and county comprehensive plans.

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

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

The annexation and zoning of these undeveloped parcels of land is a continuous process toward the build-out of Peachtree City and have already been identified in the city's long range plan.

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

Owner (print): HYDE INVESTMENTS LLLP Date: 8/17/09

Owner (signature): [signature]

Agent (print): MICHAEL CORBETT Date: 8/17/09

Agent (signature): [signature]

To be completed by the City of Peachtree City:

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

Date of acceptance: 08-21-09

Request number: 2009-16

City Planner: David E. Rast Date: 08-31-09

City Clerk: [signature] Date: 11/20/09

Public Hearing – Planning Commission: Date: Workshop 09-14-09 ~~PH 12-14-09~~ CC 01-07-10

RECEIVED AUG 2 1 2009

Attachment "A"

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

PEACHTREE CITY

REZONING PERMIT APPLICATION

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

Fee: $250\acre
Receipt # 158651
Date Filed 08 / 21 / 09
Case # 2009-17
Office Use Only

SITE LOCATION

Address Hyde Park Phase 2
Old Stage Coach Road

Proposed Use: Low Density Residential Development

Site in which Village:
☐ Aberdeen ☐ Braelinn ☒ Glenloch ☐ Kedron ☐ Wilksmoor ☐ Industrial

SITE INFORMATION

Parcel #(s) 0715018 (western parcel tax id#)
0715005 (eastern parcel tax id#)
Existing Zoning A-R
Proposed Zoning LUR
Property Size: Square Feet | 48 +/- Acres

APPLICANT

Name Hyde Investments, LLLP
Address P.O. Box 2506
City, State, Zip Peachtree City, GA 30269
Phone # 770-487-9997
Email

OWNER

Name Hyde Investments, LLLP
Address P.O. Box 2506
City, State, Zip Peachtree City, GA 30269
Phone # 770-487-9997
Email

IMPACTED AREAS

	Sq ft | Acres	Total acres ÷ Impacted acres
Disturbed Area	Square Feet | 5.5+/- Acres	11 %
Impervious Area	Square Feet | 3+ Acres	6 %
Open Space & Greenbelts	Square Feet | 11+ Acres	23 %

LAND USE & ZONING

Please record all surrounding property within 200ft of site

	Land Use	Zoning
North	ER	LUR & ER
East	A-R	A-R
South	ER	R-60
West	ER	ER

LOCATION OF

Entrance to Site: From Carriage Lane Through Phase 1 of Hyde Park and onto Stagecoach Road
Tree Save and Landscape Buffers: With Floodplain of Camp Creek and areas not used in home development
Other Buffers: N/A
Greenbelts (to be dedicated to the city): The floodplain will be preserved by conservation easement.
Multi-Use Path Connections: Path sytem will connect Phase 2 to Phase 1
Historical Resources: N/A
Natural Features: Camp Creek
Stormwater Retention: To be developed

BUILDING INFORMATION

Building type: Single Family Residential
Hrs of operation: N/A to N/S
# of stories: N/A Building height: N/A
Floor Area (Sq ft) N/A Existing | N/A Proposed
# of dwelling units: 21 Units\acre: 1/2.3
# of employees: N/A Existing | N/A Proposed

Briefly describe proposed use of property:
(A separate detailed report is still required to be attached to this application)
See attached narrative

Parking: # Required | # Existing | # Proposed | # Pervious

TYPE OF CONSTRUCTION

Structural Material:
☐ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other
Roof Material:
☐ Metal ☐ Tar ☐ Shingles ☐ Slate ☐ Other
Interior Finish:
☐ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other
Exterior Finish:
☐ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other

SETBACKS

	Required	Proposed
Front (Building)	50 ft	50 ft
Front (Parking)	n/a ft	n/a ft
Side	15 ft	15 ft
Rear	40 ft	40 ft

Attachment "B"

TRANSPORTATION INFORMATION

Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity[1]	Traffic volume (ADT)[2]	Est. traffic generated (ADT)[3]
Carriage Lane	**1**	**50**	**28'**	**2**	**Yes**	**n/a**	**n/a**	**n/a**
Stagecoach Road (unimproved)	**0**	**30**	**n/a**	**2**	**No**	**n/a**	**n/a**	**n/a**
	0			**0**	**Pick**			

Estimated traffic generated by heavy vehicles:

[1] See GADOT Highway Capacity Manual [2] See GADOT Traffic Survey Unit (ADT – Average Daily Traffic) [3] Base on Institute of Transportation Engineers ratios – ratio used for estimate (e.g., x trips per y sf)

Types of vehicles(s): Automobiles primarily
(vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc)

ADT: 10/home X 21 homes = 210

UTILITIES & SERVICES INFO

Solid waste collection: to be determined

Natural gas: Atlanta Gas Light Co.

Electrical Service: EMC or Georgia Power
Underground? ☒ Yes ☐ No

Telephone Service: AT&T
Underground? ☒ Yes ☐ No

Cable TV Service: Comcast
Underground? ☒ Yes ☐ No

**** Please attach letters from utilities indicating that their services *can* support the proposed development ****

Water supply:
☐ Individual Well(s) ☐ Community System
☒ Municipal System: (Fayette County Water Dept)

Estimated total water demand (gpd): n/a

Wastewater collection\treatment:
☒ Individual Onsite ☐ Community System
☐ Municipal System: (Peachtree City WASA)

Estimated total wastewater discharge (gpd): n/a

FIRE INFORMATION

Automatic Fire Sprinklers:
☐ Yes ☐ No, why?

Automatic Fire Alarm:
☐ Yes ☐ No, why?

\# of Fire Hydrants: 0 (Existing) | 4 (Proposed)

Briefly describe daily operations:
(A separate detailed report is still required to be attached to this application)

Normal residential subdivision traffic and home activities for 21 homes

Hazardous Material On Site? ☐ Yes ☒ No
(If yes, describe type and method of storage to the right:)

Material(s):

Storage:

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: MICHAEL D WORSTER [signature] Date: 8/17/09

Property Owner Signature: [signature] Gen Partner Date: 8/17/09
W. Michael Hyde

Please complete the attached checklist.

OFFICE ONLY

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

Signature: ______________________ Date: __________

Date & Time of Planning Commission Public Hearing: ______________________

Date of City Council Public Hearing: ______________________ Case Number: __________

To The City of Peachtree City,

My family and I have been residents of Peachtree City for over 30 years. I own and operate businesses in the city. I have developed properties within the city; I have served on the Planning Commission; and I have been through the process of land use, zoning, and annexation and development procedures in pursuit of my business ventures.

I certify that I am very familiar with the Peachtree City Land Use Plan, the annexation process, an all relevant codes and ordinances of the city.

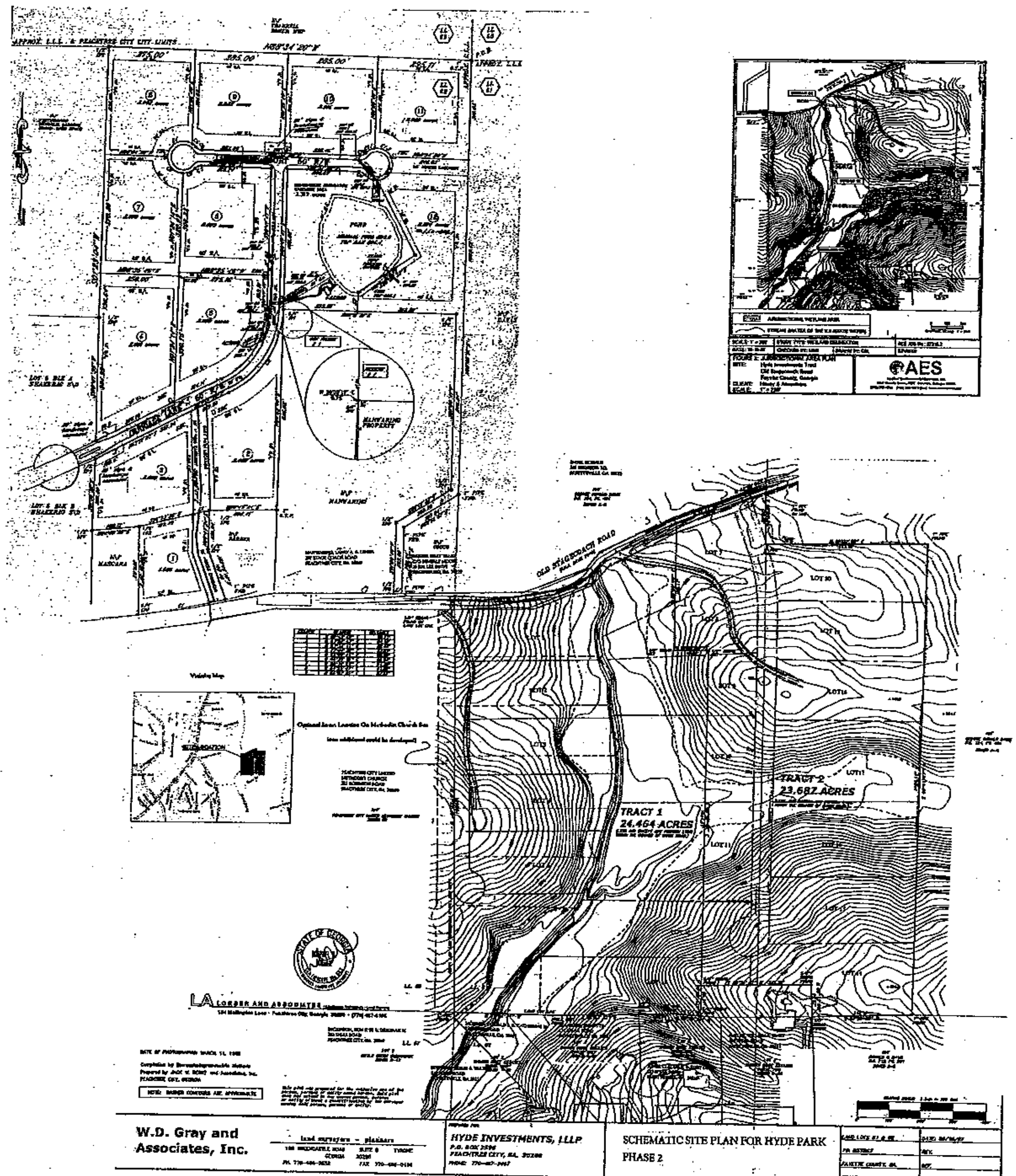
W. Michael Hyde

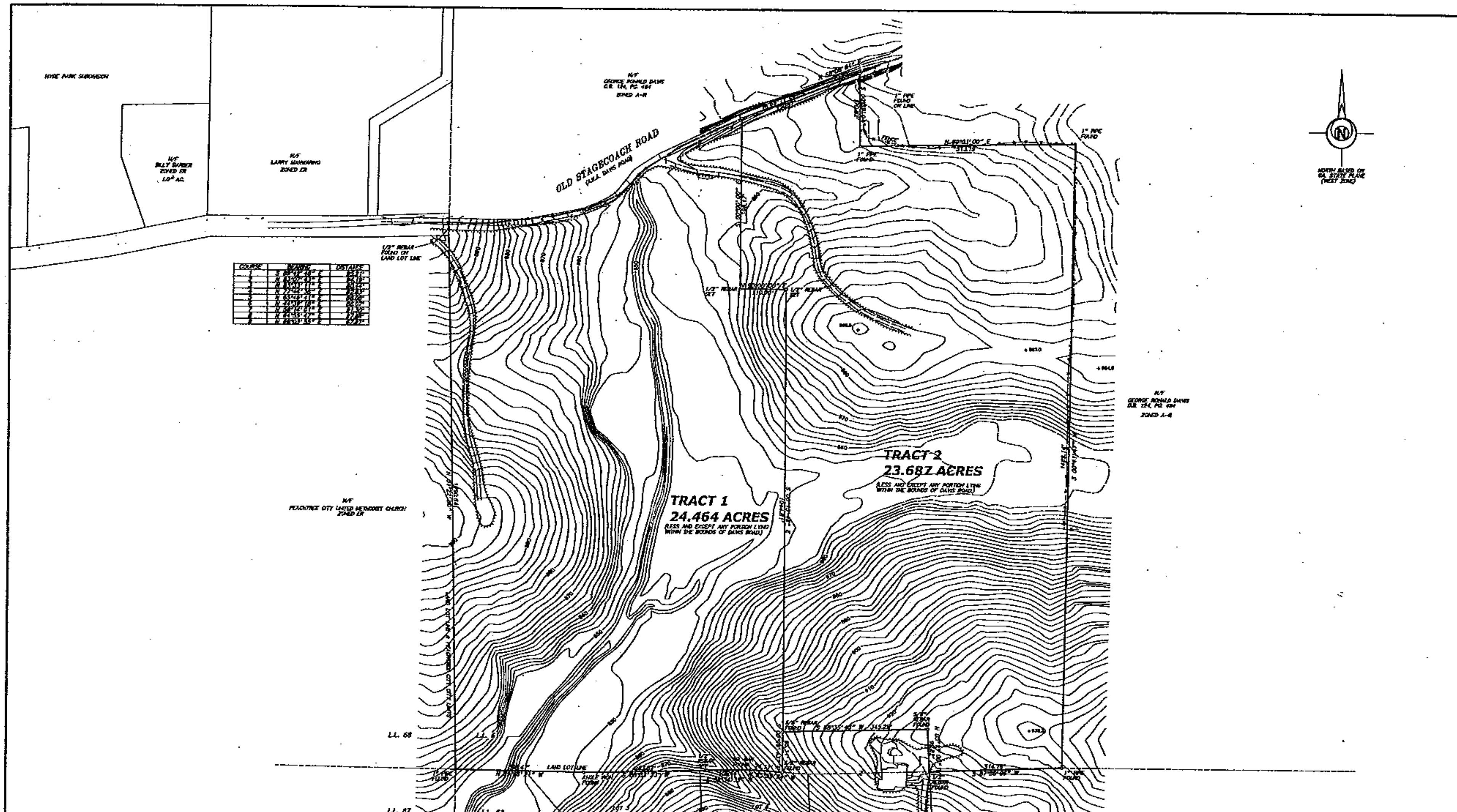
Hyde Investments, LLLP

To The City of Peachtree City - Legal and Practical Consideration For Annexation

The Subject Properties are eligible for annexation in the city of Peachtree City governed by O.C. G. A Title 36 Chapter 36 Article 2 (100% Landowner Method). The parcels are contiguous to the city limits of Peachtree City; annexation is requested by 100% of the landowners; and Fayette County has been notified of the annexation request.

Michael Lorber
Lorber & Associates, Inc.
(Agent for owner)


OLD STAGECOACH ROAD
TRACT 1
24.464 ACRES
TRACT 2
23.687 ACRES
AES
W.D. Gray and
Associates, Inc.
land surveyors - planners
HYDE INVESTMENTS, LLLP
P.O. BOX 2596
PEACHTREE CITY, GA. 30269
SCHEMATIC SITE PLAN FOR HYDE PARK
PHASE 2



DATE OF PHOTOGRAPHY: MARCH 11, 1995

Compilation by Stereophotogrammetric Methods
Prepared by JACK W. BERRY and Associates, Inc.
PEACHTREE CITY, GEORGIA

NOTE: DASHED CONTOURS ARE APPROXIMATE

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

W.D. Gray and Associates, Inc.

land surveyors – planners

180 GREENCASTLE ROAD SUITE B TYRONE GEORGIA 30290
PH. 770-486-7552 FAX 770-486-0496

PREPARED FOR:

HYDE INVESTMENTS, LLLP
P.O. BOX 2505
PEACHTREE CITY, GA. 30269
PHONE: 770-487-2897

BOUNDARY SURVEY OF TRACTS
FOR HYDE PARK PHASE 2

LAND LOTS 61 & 68	DATE: 09/10/07
7th DISTRICT	REV.
FAYETTE COUNTY, GA.	REF.
SCALE: 1" = 100'.	JOB NO. 0700025

III. Relationship to Comprehensive Plan

Provide a brief overview as to how the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan:

- **Housing**

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.
(If applicable, identify the type and number of residential units that are proposed, current and projected on-site and adjacent zoning and densities, price ranges, amenities, etc.)

The proposal includes the extension of Hyde Park with an additional 21 residential 2+ acre size lots with home prices averaging $800,000.00. The development will be governed by the Deed Restrictions, Covenants and Architectural Standards of Hyde Park. Surrounding residential developments of Carriage Lane, Spear Road and "out-parcel" lots in Hyde Park, range in size of 1 to 3+ acres and home values range from $150,000 to over $800,000.

- **Commercial**

Provide commercial facilities concentrated in the four village centers already established that serve the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.
(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

Hyde Park and surrounding residential developments are conveniently served by commercial developments on Highway 54 including the Publix shopping area and Peachtree Crossing Shopping Center.

- **Economic Development**

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.
(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

Based on current ad valorem tax rates, 21 homes valued at $800,000 will generate over $10,000 per unit per year in taxes. At 3.2 estimated persons per household, the existing population would increase by 67 residents.

- **Transportation**

Establish and maintain a comprehensive system of transportation that provides for safe and convenient circulation through and around the city including roads, cart paths and ride share services.

(Identify how the proposed annexation and subsequent development might impact existing traffic patterns, roadways, etc. and what is planned to mitigate these impacts, how the property will be interconnected with the City's multi-use path system, and what measures will be implemented to reduce traffic congestion associated with the proposed development.)

This development will have no significant impact on the current transportation system. Hyde Park (and the proposed extension) is accessed through Carriage Lane to Highway 54 with a potential cart path connecting to Robinson Road using the Prescriptive Easement of Stage Coach Road. Approximately 500 feet of Stage Coach Road would be upgraded to a City Standard street to connect Hyde Park to the proposed expansion.

- **Recreation**

Continue to provide a full range of recreational facilities and programs which serve to satisfy the needs of individual neighborhoods, and the community as a whole.

(If applicable, identify what recreational amenities will be incorporated into the proposed development and how this will serve the needs of the existing residents of Peachtree City.)

Hyde Park has developed a 3+ acre passive recreational area with walking trails and a pond amenity. This park will also serve the expanded development with a cart path connection.

- **Land Use**

Establish appropriate land uses in areas that are suitable for development that would not endanger but protect the surrounding environment and aesthetics.

(Identify what type of land use would be proposed for the development and how this would be compatible with the existing land use patterns within the general vicinity.)

This area of the community has been developed as low density housing of 1 to 3 acre + lot sizes. The Hyde Park extension proposed would conform to the existing residential character of this area of the community.

- **Natural Resources**

Protect the natural environment by prohibiting development in identified environmentally sensitive areas and continuing to expand city greenbelts and open space areas.

(Identify wetland areas, flood plains, streams and other environmentally sensitive areas and what measures would be taken to protect these areas from development. Also, identify what, if any, property might be donated to the City as greenbelt.)

The area land proposed to expand Hyde Park is bisected by Camp Creek with approximately 11 acres of floodplain. Excluding improving the existing road crossing of the creek to access the east side tract, there will be a minimum environmental impact. It can be proposed that the floodplain on individual lots be

protected through conservation easements.

AES
Applied Environmental Sciences, Inc.

90-F Glenda Trace #327
Newnan, Georgia 30265

REPORT

OF

WETLANDS DELINEATION AND STATE WATERS REVIEW

ON THE

HYDE INVESTMENTS TRACT
OLD STAGECOACH ROAD
LL 61 & 68, 7th DISTRICT
FAYETTE COUNTY, GEORGIA

PREPARED FOR

MR. DAVID HOVEY, P.E.
HOVEY & ASSOCIATES
130 HOWARD LANE, SUITE B
FAYETTEVILLE, GEORGIA 30214

OCTOBER 18, 2007
AES PROJECT NO. 27315.2

AES
Applied Environmental Sciences, Inc.

90-F Glenda Trace #327
Newnan, Georgia 30265

October 18, 2007

Hovey & Associates
130 Howard Lane, Suite B
Fayetteville, Georgia 30214

ATTN: Mr. David Hovey, P.E.
President

RE: Report of Wetland Delineation and State Waters Review
Hyde Investments Tract
Old Stagecoach Road
Fayette County, Georgia

Dear Mr. Hovey:

Applied Environmental Sciences, Inc. has completed a Wetland Delineation and State Waters Review on the above-referenced site. This report contains information obtained during our investigation and our opinion of permitting options for site development.

We appreciate the opportunity to be of service to you on this project and look forward to working with you in the future. Please contact us at your convenience if you have any questions or if we can be of continued service.

Sincerely,

APPLIED ENVIRONMENTAL SCIENCES, INC.

M. Brannon Miles
President

Enclosures: Report of Wetland Delineation & State Waters Review
Figure 1: Site Location Map
Figure 2: USGS Topographic Map
Figure 3: Jurisdictional Area Plan

Project Purpose and Location

Applied Environmental Sciences, Inc. was contracted by Hovey & Associates to perform a delineation of wetlands and other jurisdictional waters for the Hyde Investments Tract (hereinafter referred to as the Project Site). The investigation included a review of potential Georgia Waters of the State, including those that require a stream buffer. The delineation and review were requested to be used in a determination of potential Federal and State permitting requirements for Project Site development.

Based on the provided information, the Project Site consists of an approximately 48-acre tract adjacent to the south of Old Stagecoach Road in Land Lots 61 & 68, 7th District of Fayette County, Georgia. The Project Site is located within the Piedmont Physiographic Province of Georgia. Drainage from the Project Site is generally toward the southeast to Camp Creek. Camp Creek is located within the Flint River drainage basin.

Methodology

Wetland Delineation

The purpose of the wetland delineation was to identify Federal jurisdictional waters, including wetlands on the Project Site. In order for an area to qualify as wetland, physical evidence of (1) wetland vegetation, (2) wetland hydrology, and (3) hydric soils must be present. The criteria used to determine these parameters in the field are found in the **U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual**. The definition for other Waters of the U.S., found at 33 CFR Section 328.3(a)(3), was used to delineate stream channels and open waters which do not meet the criteria for wetlands, but are jurisdictional to the USACE.

Recommendations for further coordination with the USACE for verification of a wetland delineation, issuance of a jurisdictional determination or permit to discharge fill material in Waters of the U.S. and wetlands are based on our understanding of current Federal wetland regulations, the results of the investigation, and review of provided, proposed development plans for the Project Site.

State Waters Review

The purpose of the state waters review was to identify potential Georgia Waters of the State located on the Project Site, and determine which of those waters should require a stream buffer. The Erosion and Sedimentation Act of Georgia prohibits land disturbing activities within the 25-foot buffer along state waters. However, the EPD provides for a variance process for certain activities within the buffer. Certain activities, such as road and utility line crossings, are typically exempt.

The criteria used for the review is detailed in Section 391-3-7.01 (v) of Chapter 391-3-7 of the Georgia Erosion and Sediment Act, Revised January, 2005. The criteria defined in the EPD Erosion and Sediment Control Manual, Revised January, 2005 was utilized to determine which areas on the Project Site require a state waters buffer. The definition utilized is as follows: "a "Stream Bank" means the confining cut of a stream channel and is usually identified as the point where the normal stream flow has wrested the vegetation. For non trout waters, the normal stream flow is any stream flow that consists solely of base flow or consists of both base flow and direct runoff during any period of the year. Base flow results from groundwater that enters the stream channel through the soil. This includes spring flows into streams. Direct runoff is the water entering stream channels promptly after rainfalls or snow melts."

As a supplemental tool for the review, potential streams and drainage features were evaluated using the current version of the intermittent stream evaluation method developed by the North Carolina Division of Water Quality (NCDWQ). The NCDWQ Stream Classification Method and associated guidance manual is a scoring method developed to distinguish ephemeral channels from intermittent streams. Within the classification method, a stream or stream segment must score a minimum of 19 points for classification as "intermittent." For scores of 18 points or less, the stream will be classified as "ephemeral" unless found to be a natural variant or urbanized channel.

Results

AES personnel completed the Wetland Delineation and State Waters Review on October 15, 2007. The wetland-upland (jurisdictional) boundaries were identified in the field with pink flagging. The flagging was numbered to assist with its correct location. The flagged jurisdictional boundaries were field located using a *Trimble Pro XT* GPS. The collected data was post processed and transferred to the site plan. Jurisdictional areas delineated on the Project Site are depicted on the attached Figure 3 and consist of the following:

- Two areas of wetlands (W1, W2)
- Two perennial streams (S1, S2)

Camp Creek (stream S1 on Figure 3) flows southward across the central portion of the Project Site. Camp Creek is a well defined perennial stream averaging approximately 15 feet in width. An unnamed tributary of Camp Creek (stream S2 on Figure 3) trends westward across the eastern portion of the Project Site. The unnamed tributary originates off-site to the east and intercepts Camp Creek near the central portion of the Project Site. The unnamed tributary should be considered perennial. An expanse of forested wetlands (W1) was identified along the unnamed tributary on the eastern portion of the site. A second area of forested wetlands, wetland W2, was identified along the eastern side of Camp Creek on the southern portion of the Project Site.

Discussion

Based on our investigation, each of the above-described areas should be considered jurisdictional to the USACE. Camp Creek and the unnamed tributary of Camp Creek should also be considered State Waters and should require buffers.

Federal Permitting Requirements

Impacts to Waters of the U.S., including wetlands, can be authorized through USACE Nationwide and Individual Permits. Generally, impacts to less than 300-linear feet of stream channel and less than 0.50-acres of wetlands may be authorized under USACE Nationwide Permits. USACE Nationwide Permits require a 45-day review period after submittal to the USACE. Impacts to greater than 300-linear feet of stream channel or 0.50-acre of wetlands require a USACE Individual Permit. A USACE Individual permit typically takes 7 to 13-months for approval.

As of the issuance date of this report, a grading plan has not been reviewed for the Project Site. Based on the results of our delineation, the project should qualify for the use of a NWP No. 29 (residential developments) or a NWP No. 39 (commercial developments) permit. However, upon completion of the grading plan, impacts to jurisdictional areas should be calculated and the appropriate required coordination with the USACE determined.

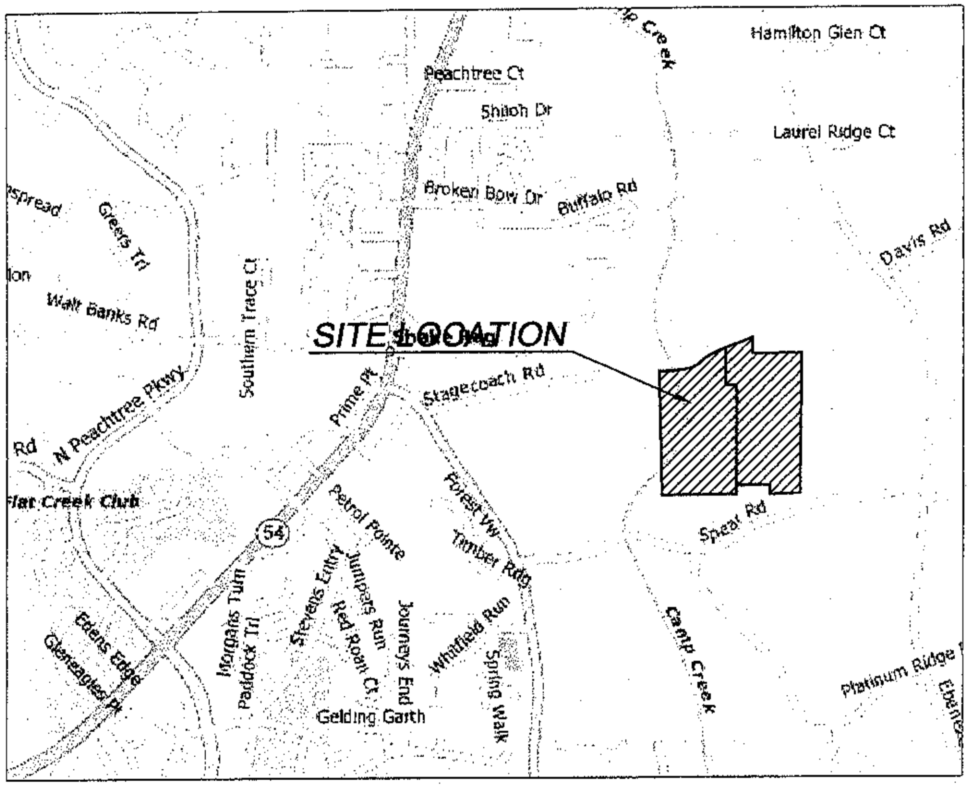
State Permitting Requirements

The Georgia Erosion & Sedimentation Act prohibits land disturbing activities within the 25-foot buffer adjacent to state waters. The EPD does provide for a variance process for buffer encroachment for certain activities. Typically, road and utility line crossings are exempt from the variance process if they are constructed perpendicular to the stream.

Based on our review, the delineated wetland areas are not inundated, and should not require buffers. A buffer will be required along both streams identified on the Project Site. Upon completion of the development plan, it should be determined if a stream buffer variance will be required.

Conclusions

Jurisdictional areas consisting of Camp Creek, an unnamed tributary of Camp Creek, and two forested wetland systems were identified on the Project Site. These areas should be considered jurisdictional to the USACE. Also, the streams should, in our opinion, require a State Waters buffer. Following the preparation of the final development and grading plans, proposed impacts to jurisdictional waters should be calculated to determine the appropriate permitting requirements and necessary coordination with the USACE and EPD. Applied Environmental Sciences would be glad to assist you with the impact determination and then provide recommendations concerning permitting options.



0 1000 2000

GRAPHIC SCALE: 1" = 2000'

SCALE: 1" = 2000'	STUDY TYPE: WETLAND DELINEATION		AES JOB No.: 27315.2
DATE: 10-18-07	CHECKED BY: MBM	DRAWN BY: CSL	REVISED:

FIGURE 1: SITE LOCATION MAP
SITE: Hyde Investments Tract
Old Stagecoach Road
Fayette County, Georgia
CLIENT: Hovey & Associates
SCALE: 1" = 2000'

AES
Applied Environmental Sciences, Inc.
90-F Glenda Trace, #327 Newnan, Georgia 30265
(678) 262-4020 (770) 683-4875 (fax) www.aesciences.net

SCALE: 1" = 2000'	STUDY TYPE: WETLAND DELINEATION	AES JOB No.: 27315.2
DATE: 10-18-07	CHECKED BY: MBM / DRAWN BY: CSL	REVISED:

FIGURE 2: USGS TOPOGRAPHIC MAP
SITE: Hyde Investments Tract
Old Stagecoach Road
Fayette County, Georgia
CLIENT: Hovey & Associates
SCALE: 1" = 2000'

AES
Applied Environmental Sciences, Inc.
90-F Glenda Trace, #327 Newnan, Georgia 30265
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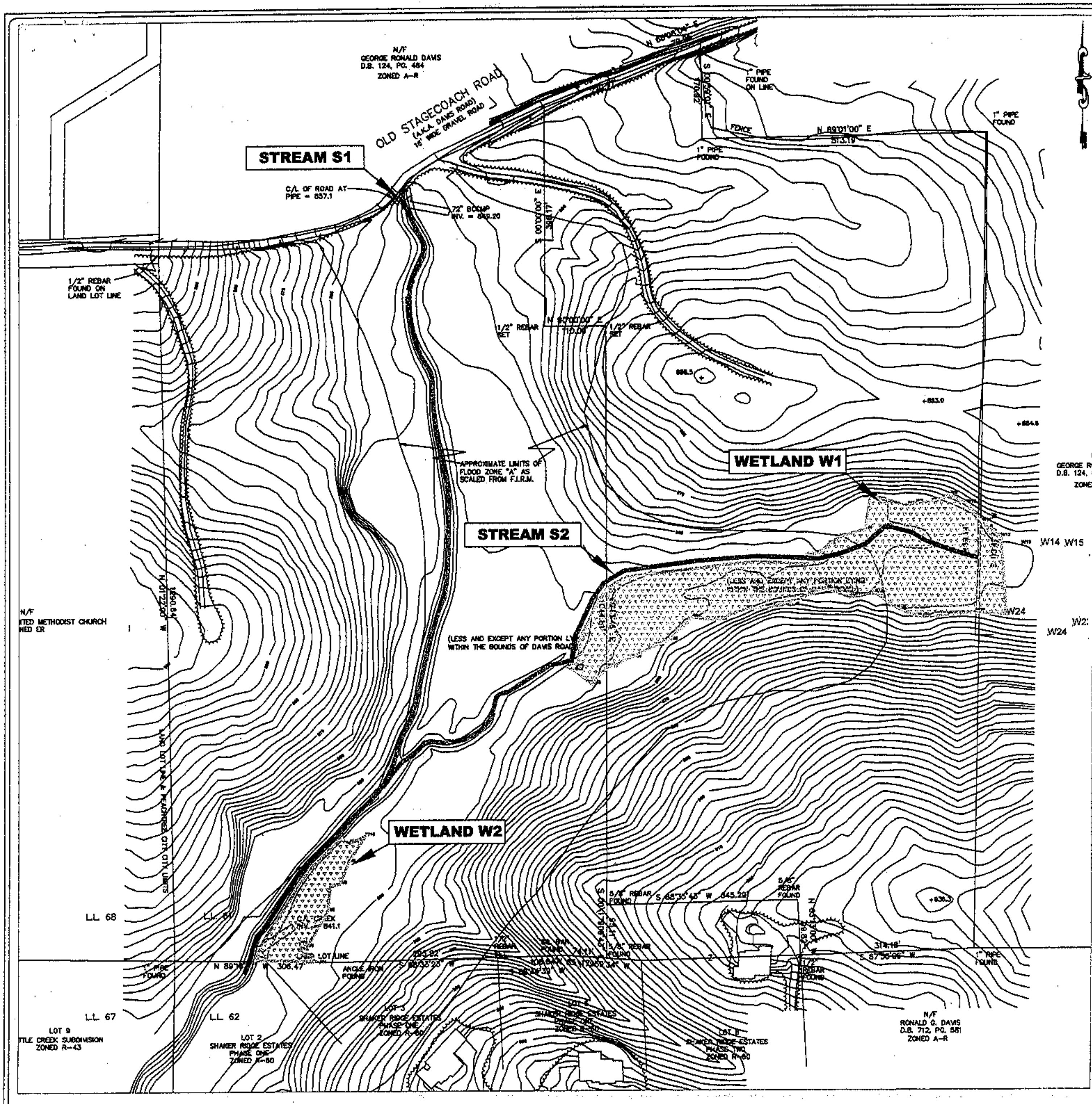


JURISDICTIONAL WETLAND AREA

STREAM (WATER OF THE U.S./STATE WATER)

0 125 250

GRAPHIC SCALE: 1" = 250'

SCALE: 1" = 250'	STUDY TYPE: WETLAND DELINEATION		AES JOB No.: 27315.2
DATE: 10-18-07	CHECKED BY: MBM	DRAWN BY: CSL	REVISED:

FIGURE 3: JURISDICTIONAL AREA PLAN

SITE: Hyde Investments Tract
Old Stagecoach Road
Fayette County, Georgia

CLIENT: Hovey & Associates

SCALE: 1" = 250'

AES

Applied Environmental Sciences, Inc.
90-F Glenda Trace, #327 Newnan, Georgia 30265
(678) 262-4020 (770) 683-4875 (fax) www.aesciences.net

EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 61 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LAND LOT 781.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID LAND LOT;;RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LAND LOT 665 FEET TO AN IRON PIN; THENCE NORTH 50 MINUTES EAST, 1470.3 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 7 MINUTES WEST 515 FEET TO AN IRON PIN; THENCE NORTH 56 MINUTES WEST 170 FEET TO THE CENTER OF OLD STAGECOACH ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD AND FOLLOWING THE CURVATURE THEREOF, 300 FEET; THENCE SOUTH 400 FEET; THENCE EAST 110 FEET; THENCE SOUTH 4 MINUTES EAST 1130.7 FEET TO THE SOUTH LINE OF SAID LAND LOT AND THE POINT OF BEGINNING. SAID DESCRIPTION AS PER PLAT BY J.W.STEED, JR., RECORDED IN PLAT BOOK 2, PAGE 6, FAYETTE COUNTY RECORDS. THE PURPOSE OF THIS DEED IS TO MAKE GRANTEE SOLE OWNER OF THE ABOVE DESCRIBED PROPERTY.

I

LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 61 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLL(

BEGINNING AT A POINT THAT IS 781.02 FEET EAST OF THE COMMON CORNER OF LAND LOTS 61,62,67 AND 68 AS MEASURED ALONG THE DIVIDING LINE BETWEEN LAND LOTS 61 AND 62; THENCE NORTH 01 DEGREES 02 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 95.17 FEET TO A POINT; THENCE NORTH 87 DEGREES 35 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 345.26 FEET TO A POINT; THENCE SOUTH 04 DEGREES 10 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO AN IRON PIN FOUND; THENCE SOUTH 87 DEGREES 20 MINUTES 47 SECONDS WEST A DISTANCE OF 288.24 FEET TO A NAIL IN A STUMP; THENCE NORTH 86 DEGREES 52 MINUTES 23 SECONDS WEST A DISTANCE OF 62.66 FEET TO THE TRUE POINT OF BEGINNING.

AND:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 61 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

II

BEGINNING AT THE SOUTHWEST CORNER OF SAID LAND LOT, RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LAND LOT 781.1 FEET; THENCE NORTH 4 MINUTES WEST, 1130.7 FEET; THENCE WEST 110 FEET; THENCE NORTH 400 FEET TO THE CENTER OF OLD STAGECOACH ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD AND FOLLOWING THE CURVATURE THEREOF, 762.4 FEET TO THE WEST LINE OF SAID LAND LOT; THENCE SOUTH ALONG SAID LAND LOT LINE, 1290 FEET TO THE SOUTHWEST CORNER OF SAID LAND LOT AND THE POINT OF BEGINNING. SAID DESCRIPTION AS PER SURVEY FOR JOSEPH W. STEED., JR., RECORDED IN PLAT BOOK 2, PAGE 6, FAYETTE COUNTY RECORDS.

Planning Department
153 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-5731
Fax: 770-631-2552
www.peachtree-city.org

PEACHTREE CITY

WRITTEN NARRATIVE REFERENCE

Instructions: The applicant shall complete the following written narrative as part of the submittal requirements. If the applicant fails to fully describe any of the following elements the Rezoning Permit may be delayed or denied.

The written narrative is a description of how the proposal relates to the relevant chapters of the comprehensive plan. Please create a Microsoft Word file that addresses each of the following elements, as applicable. When finished please print one (1) copy to enter in the Rezoning Packet and save one copy as *(writtennarrative.doc)* to be included in the required electronic copy of materials:

1. **Land use:** Whether the proposed zoning and/ or land uses are consistent with the long-range land use designation, as well as:
   (a) Proposed uses and impacts on public & educational facilities.
   (b) Proposed maximum number of dwelling units.
   (c) Maximum height of all proposed structures.
   (d) Mitigation of impacts on neighboring properties, including vehicular access plan, landscaping and screening, setback and buffer requirements, and transitioning of density/ intensity of land use.
   (e) Proposed special amenities including a commitment to landscaping with indigenous, drought tolerant species.
   (f) Proposed phasing of development and their relationship to supportive utilities, facilities, transportation, and service components to accommodate the impacts of the development.
2. **Community Design:** How the proposal will address the principles & standards of community design including, but not limited to:
   (a) How the project fits within the village concept of the city as set forth in the city's comprehensive plan.
   (b) Providing multi-use path connections between residential and commercial properties and community facilities.
   (c) Incorporating crime prevention principles into site and building designs.
   (d) Providing parking at the rear of commercial buildings.
   (e) Locating structures close to the street edge.
   (f) Eliminating or limiting large parking lots between public streets and building entrances.
   (g) Preserving natural resources on the site.
   (h) Incorporating natural storm water management designs as wet ponds and as architectural features of new developments.
   (i) Protecting and restoring the natural terrain, drainage, and vegetation.
   (j) Aligning new roads to the natural contours of the land.
   (k) Building architecture, signs, landscaping, lighting, and retention of natural vegetation along roadways and property boundaries.
   (l) Preserving and/or providing open space.
3. **Economic Development:** Identify whether or not the proposed use is an existing county-based business or targeted industry, as identified by the Fayette County development authority and/or the development authority of the city. Provide an estimate the development will have on the city's tax base.
4. **Fire and Rescue:** Discuss how fire safety will be addressed:
   (a) Impacts of the proposal on established level of service (LOS) standards.
   (b) Additional mitigation measures such as sprinklers and fire-rated construction if outside travel time.
   (c) Proposed improvements, including possible transportation improvements to achieve a satisfactory LOS.
5. **Potable Water:** Describe how water will be provided to the site:
   (a) Relationship of the proposed development to supportive public utilities.
   (b) Improvements proposed, especially if the proposal relies on groundwater or recharge areas.
6. **Sewer:** Describe how sanitary sewer service will be provided to the site:
   (a) Relationship of the proposed development to supportive public utilities, where consistent with the comprehensive plan.
   (b) Proposed improvements to accommodate development.
7. **Transportation:** Describe measures to achieve level of service 'D' or better. The limits of any traffic study shall be determined by the city engineer and the city's traffic consultant and shall include:
   (a) Impacts of the proposal on established level of service (LOS) standards.
   (b) Improvements proposed, both motorized and non-motorized.
   (c) Address connectivity of sidewalks and/ or multi-use path system to adjacent properties, as well as the connectivity of internal roads to adjacent properties.

WRITTEN NARATIVE FOR HYDE PARK PHASE 2

I. Project information

Gross acreage: **48 +/- acres**
Acreage of lakes, floodplain, wetland, streams and associated buffers, etc.:
Net developable acreage: **37 +/- acres ---- (11 +/- acres in Camp Creek Floodplain)**

Current zoning classification (include copy of appropriate zoning ordinance and current Zoning Map of general vicinity): **map provided by Peachtree City staff**

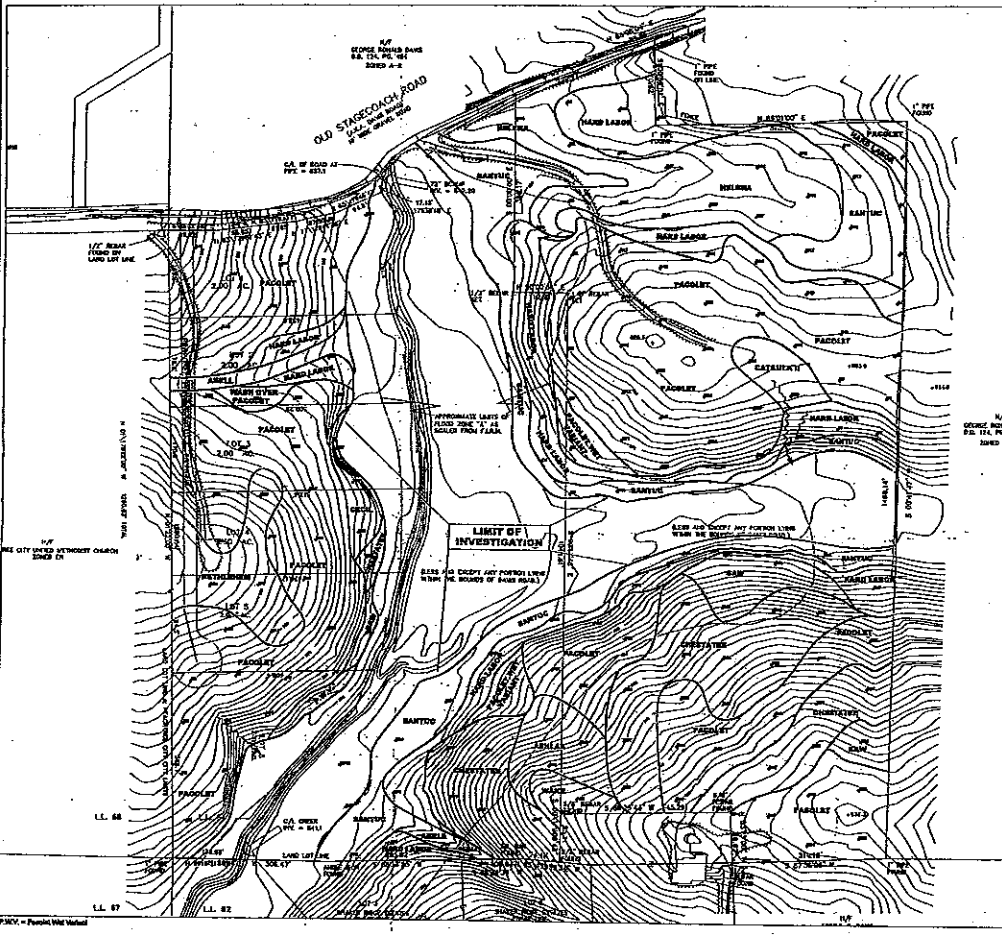
Current Land Use designation (include copy of appropriate land use description and current Land Use Map of general vicinity): **map provided by Peachtree City staff**

Location of property:
(Note: A Legal Description and a Boundary Survey identifying the relationship between the current city limits and the property being considered for annexation must be submitted as a part of this application.)

Legal Description attached – 2 parcels described on Exhibit "

Brief description of proposed project:
(Note: Identify type of development or uses, such as commercial, industrial, residential, etc.; and provide projected size of development, such as floor area in square feet, number of employees, number of lots or housing units, etc.)

The Proposed Project is the extension of Hyde Park which is a residential subdivision consisting of 2 acre + lots (zoned LUR) with average home values of approximately $800,000.00. The extension will include a total of twenty-one (21) 2 acre+ lots developed on two tracts of land with a total size of 48 acres. The two tracts of land are bisected by Camp Creek and the tract of land east of Camp Creek is land-locked with the only access through Hyde Park located in the city of Peachtree City.



SOIL INTERPRETIVE DATA

Soil Units	Depth to Bedrock (in)	Depth to Seasonal High Water Table (in)	Slope Gradient (percent)	Recommended Trench Depth (in)	Estimated Perc Rate (min/in)	Recommended Hydraulic Loading Rate (gal/day/sq ft)	Soil Suit. Code
Abell	>72	38	4-10	NR	NR	NR	F4
Ashlar	24-36	>24	10-18	12	40	0.12	H1
Bethlehem	64-72	>64	6-12	30-36	[illegible]	NA	H3
Cataula II	>72	24-30 (PWT)	4-6	12	45	0.10	C1
Cecil	>72	>72	10-12	36-64	60	NA	A1
Chestatee	60-72	>60	6-10	24-36	40	NA	H3
Hard Labor	>72	24-42	6-10	12	45	0.10	C2
Pacolet	>72	>72	3-20	24-48	41	NA	A1
Pacolet Wet Variant	>72	54-60	6-10	24-30	76	NA	P1
Santuc	>72	18-24	6-10	NR	NR	NR	F2
Saw	24-40	>24	12-20	12-18	60	0.12	H1
Wake	10	>10	6-12	NR	NR	NR	F1
Wash Over Pacolet	>72	>72	4-6	36-48	60	NA	D6

NR = Not Recommended
NA = Not Applicable
PWT = Perched Water Table

SOIL SUITABILITY LEGEND

A1 Soils are typically suitable for conventional absorption field with proper design, installation and maintenance.

C1 Soils are unsuitable for conventional absorption fields due to perched water table conditions. Soils are generally suitable for alternative absorption fields with treatment system producing Class I effluent.

C2 Soils are unsuitable for conventional absorption fields due to seasonal high water table conditions. Soils are generally suitable for alternative absorption fields with treatment system producing Class I effluent.

D6 Soils in natural state are limited by stormwater drainage patterns. Installation of stormwater management that diverts runoff away from system absorption field should make these soils suitable for conventional absorption fields.

F1 Soils are unsuitable for on-site wastewater disposal due to shallow bedrock.

F2 Soils are unsuitable for on-site wastewater disposal due to seasonal high water table.

F4 Soils are unsuitable for on-site wastewater disposal due to flooding and/or storm water drainage patterns.

H1 Soils are unsuitable for conventional absorption fields due to shallow bedrock. Excavation of observation pits with a backhoe may allow these soils to be reclassified in a different suitability category. These soils are generally suitable for alternative absorption fields with treatment system producing Class I effluent.

H3 Soils contain somewhat shallow parent material and partially weathered rock. Hand auger borings have been advanced to at least 60 inches and parent material is generally suitable for conventional absorption field installation. Estimated perc rate accounts for presence of saprolite of weathered rock.

P1 Soils are typically suitable for conventional absorption field with proper design, installation and maintenance. Absorption trenches must be installed at least 24 inches above seasonal high water table to function effectively. Estimated perc rate is for recommended trench depth.

MAP LEGEND

	Soil Boundary
R34	Soil Boring
	Gully

GRAPHIC SCALE

AES

Applied Environmental Sciences, Inc.
90-F Glenda Trace, #327 Newnan, Georgia 30265
(678) 262-4020 (770) 683-4876 (fax) www.soilmapping.com

LEVEL 3 SOIL MAP
HYDE TRACT
FAYETTE COUNTY, GEORGIA

DATE: 10-16-07 | AES JOB #: 27315.2
SCALE: 1" = 100'
CLIENT: HOVEY & ASSOCIATES
BORING LOCATION METHOD: TRIMBLE GPS UNIT
DRAWN BY: RPG
CHECKED BY: MBM: DHR CSC # 150

- **Community Service and Facilities**

Continually provide adequate levels of service in all areas as needed for the residents of Peachtree City.

(Identify projected impacts the proposed development might have on emergency services, including police and fire, as well as sanitary sewer and water services.)

Hyde Park and the proposed expansion would be serviced by the Peachtree City fire and police departments. Fayette County's emergency services have no direct access to this area without entering the city's jurisdiction. With regard to utilities, this development has access to public water but not sanitary sewer. The new homes will depend upon individual septic systems and initial soil studies have already been done and revealed no anticipated problems.

- **Community Aesthetics**

To preserve and enhance the visual image and appearance of the community.

(Identify how the proposed development will blend in with the existing development throughout the community, to include buffers, landscaping, signage, architectural detail, etc. and whether or not you intend to adopt architectural standards or an overlay district for the proposed development.)

The proposed expansion will be regulated under the same restrictions of Hyde Park as well as development standards of Peachtree City which combined, will protect the integrity of the area.

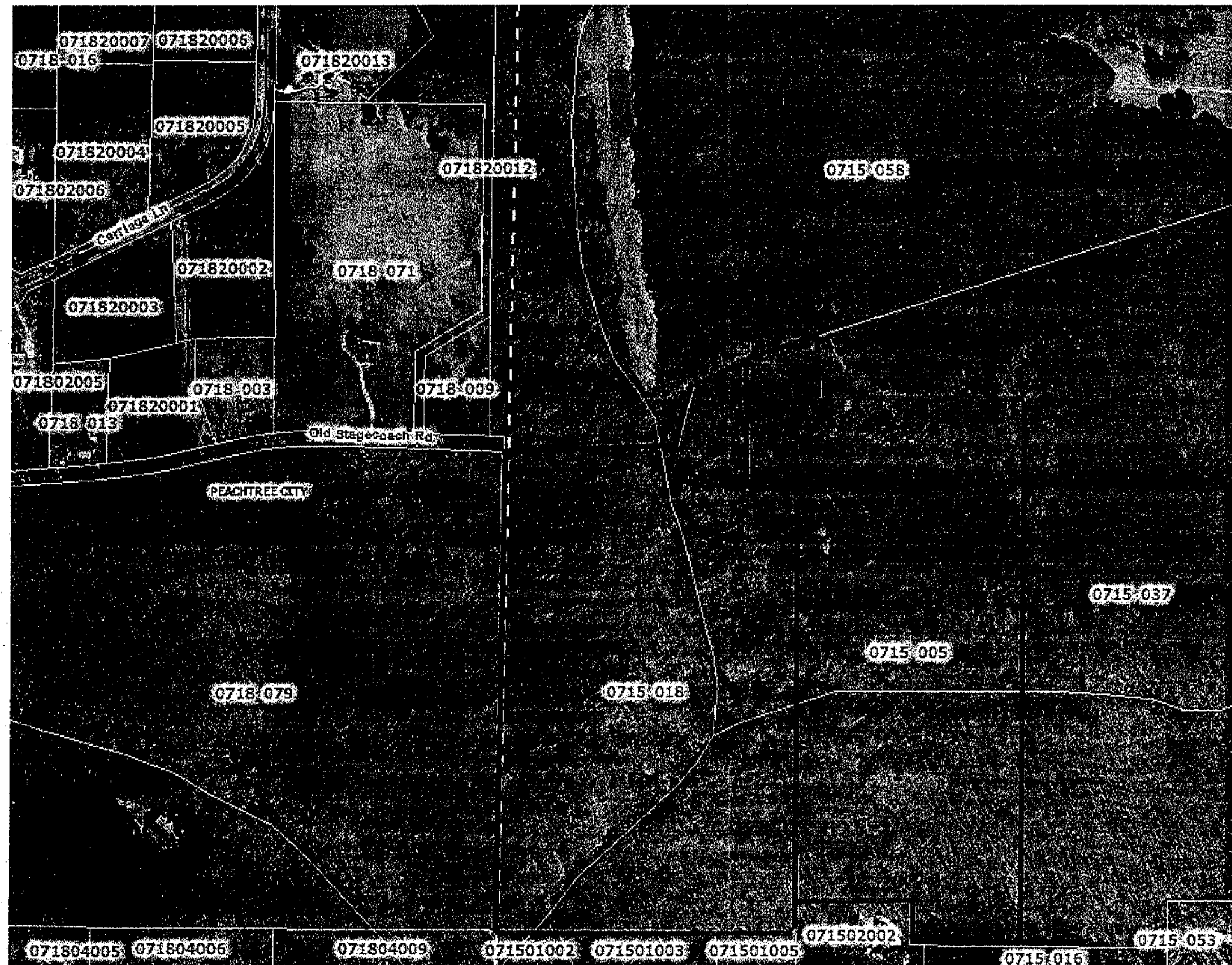
- **Planning**

To continue to provide the city with a planning process that encourages citizen participation in every decision.

(Identify how you plan to develop the overall plan for the proposed development, to include workshops, design charrettes, neighborhood meetings, etc. and how you plan to garner public support for the proposed development.)

Public review of the proposed annexation and zoning will be facilitated through scheduled City Council and Planning Commission meetings. However, the Fayette County Planning Department will be contacted prior to any public hearing to make them aware of this request and to allow their input. The Methodist Church, contiguous to the subject property, has been consulted and will need to be involved regarding necessary street r/o/w acquisition. Existing residents, primarily on Spear Road and Carriage Lane, were involved in the initial review and acceptance of Hyde Park. Therefore, no objections to the continuation of this high-end residential development are anticipated.

AERIAL OF HYDE PARK PHASE 2



OWNERS WITHIN 200' OF SUBJECT PROPERTY

DAVIS, RONALD
365 EBENEZER RD.
FAYETTEVILLE, GA 30215

JONES, CLAUDE R. & RUBY D.
225 SPEAR ROAD
FAYETTEVILLE, GA 30214

DICKINSON, DON P. III & DEBORAH M.
263 SPEAR ROAD
PEACHTREE CITY, GA 30269

PEACHTREE CITY UNITED
METHODIST CHURCH
225 ROBINSON ROAD
PEACTHREE CITY, GA 30269

FULLER, WILLIAM & JANET
209 SPEAR ROAD
FAYETTEVILLE, GA 30214

BARBER BILLY TRUST
C/O BEVERLY MOORE
30 JOE LEE DRIVE
SHARPSBURG, GA 30277

STEPHENS, LESLIE & VALERIE
245 SPEAR ROAD
FAYETTEVILLE, GA 30215

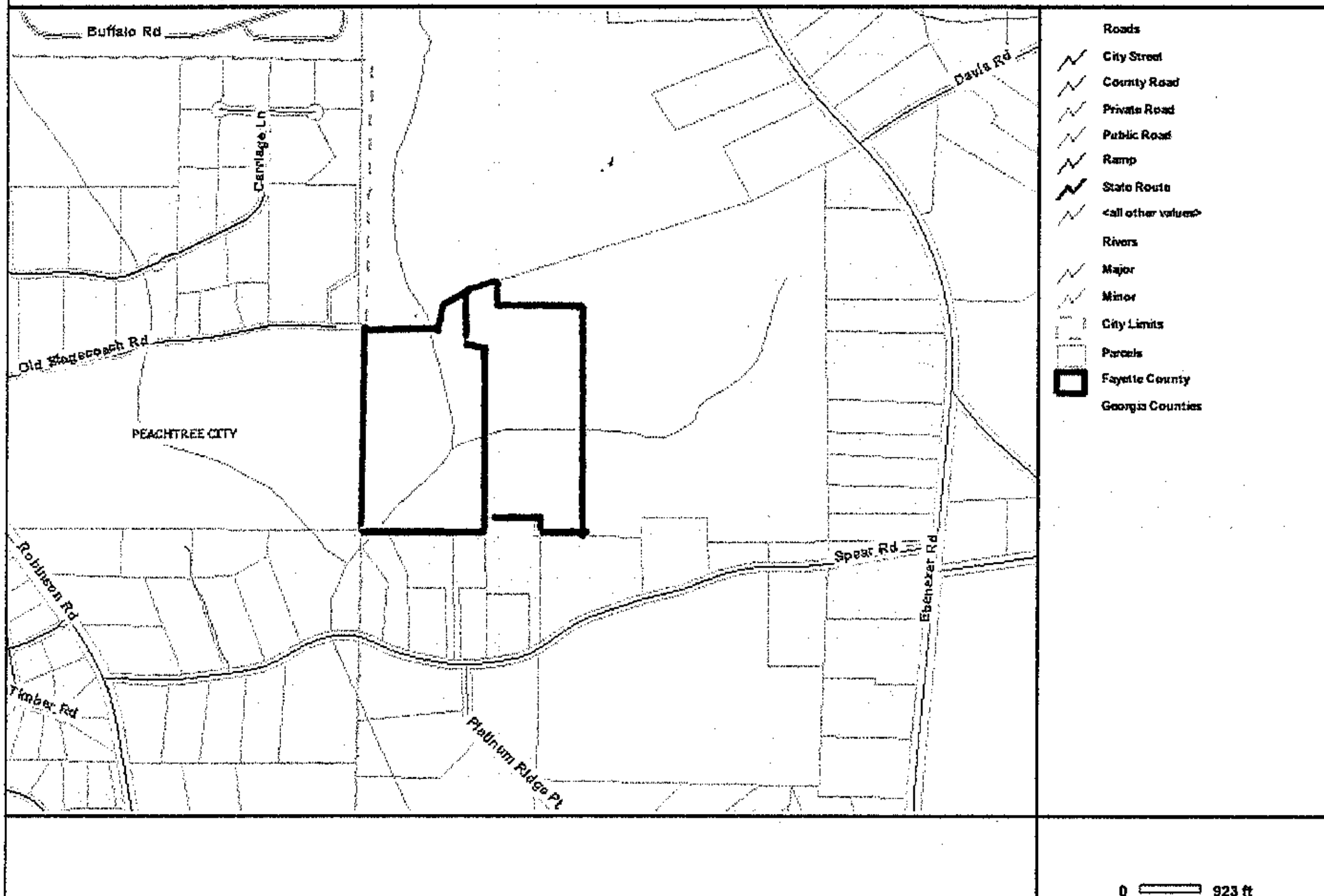
MCINNES, DONALD L. & KATHERINE H.
239 SPEAR ROAD
FAYETTEVILLE, GA 30215

LUMPKINS, JEANETTE
227 SPEAR ROAD
FAYETTEVILLE, GA 30215

WITHIN 200 FT.:

MANWARING, LARRY A. & LYNDA
307 STAGE COACH ROAD
PEACHTREE CITY, GA 30269

Fayette County GIS



ADODB.Recordset error '800a0cc1'

Item cannot be found in the collection corresponding to the requested name or ordinal.

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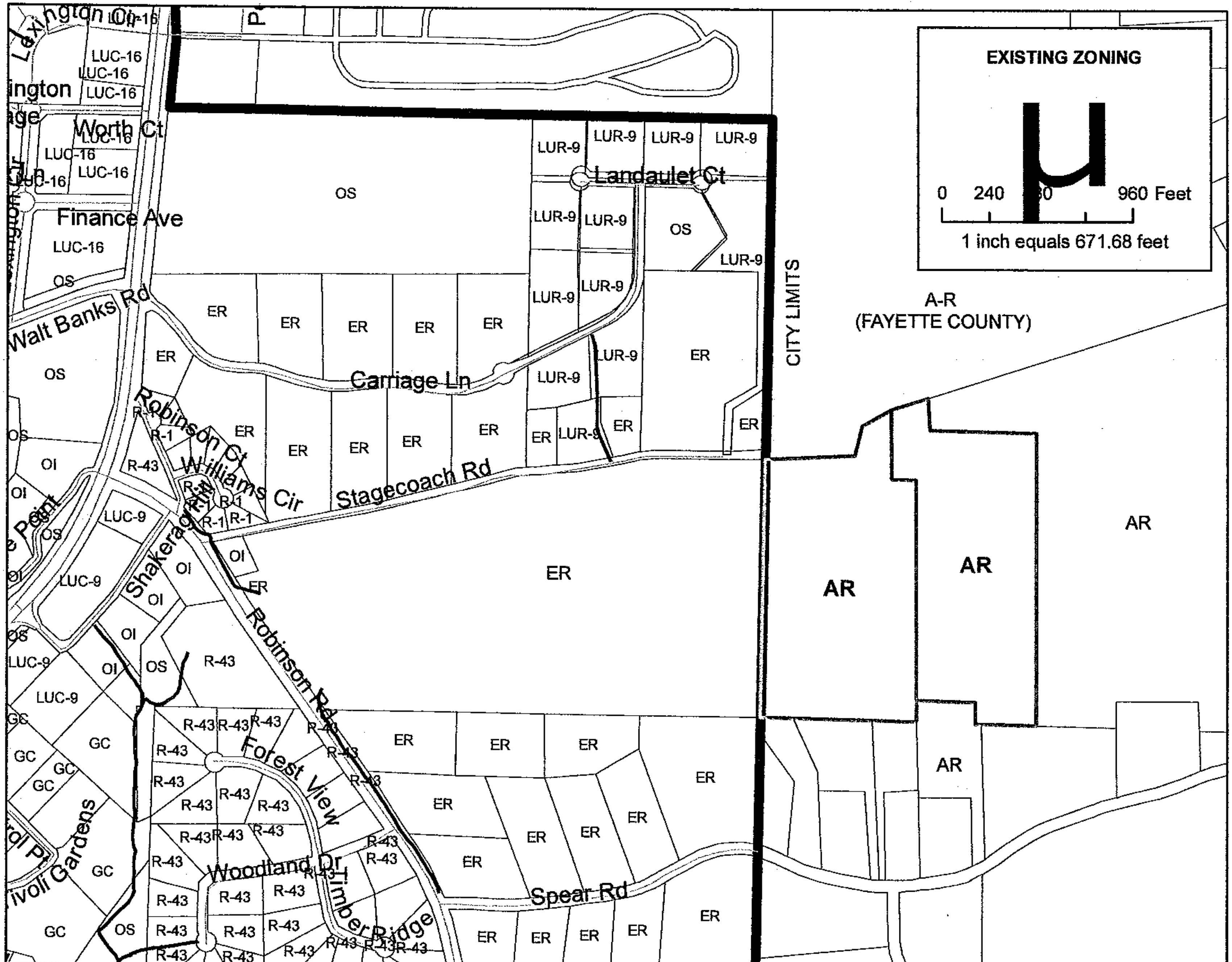
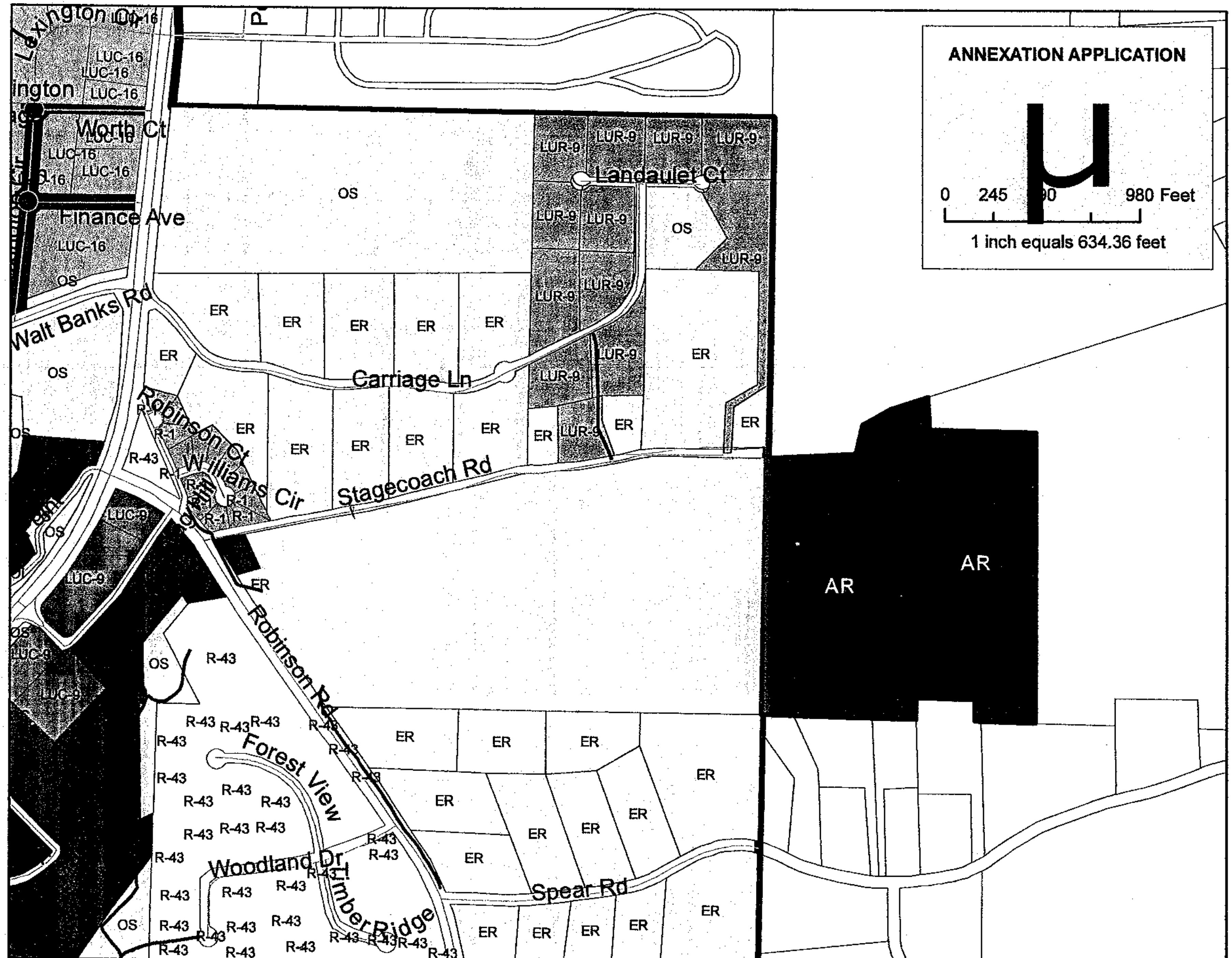
Parcel ID:	0715 018		
Property Address:	OLD STAGECOACH ROAD	**Owner Name:**	HYDE INVESTMENTS LLLP
Legal Description:	DAVIS RD		



EXISTING ZONING
0 240 480 960 Feet
1 inch equals 671.68 feet
CITY LIMITS
A-R
(FAYETTE COUNTY)
AR
AR
AR
AR
Lexington Cir
Worth Ct
Finance Ave
Walt Banks Rd
Landaulet Ct
Carriage Ln
Robinson Ct
Williams Cir
Stagecoach Rd
Shakerag Hill
Robinson Rd
Forest View
Woodland Dr
Timber Ridge
Spear Rd
Tivoli Gardens
LUC-16
LUC-9
LUR-9
OS
OI
ER
R-1
R-43
GC


ANNEXATION APPLICATION
0 245 490 980 Feet
1 inch equals 634.36 feet
Lexington Cir
Worth Ct
Finance Ave
Walt Banks Rd
Landaulet Ct
Carriage Ln
Robinson Ct
Williams Cir
Stagecoach Rd
Robinson Rd
Forest View
Woodland Dr
Timber Ridge
Spear Rd
AR
AR

AFTER RECORDING RETURN TO:

SLEPIAN & SCHWARTZ, LLC
42 EASTBROOK BEND
PEACHTREE CITY, GA 30269

Doc ID: 007587580002 Type: GLR
Filed: 08/23/2007 at 09:00:00 AM
Fee Amt: $12.00 Page 1 of 2
Transfer Tax: $0.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 3286 PG 301-302

I

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS INDENTURE, made this 17th day of August, 2007, between CAROLYNN VARNADOE, as party or parties of the first part, hereinafter called Grantor, and KATHERINE PALMER, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, transfer, convey and confirm unto the said Grantee, the following property, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Carolyn Varnadoe

CAROLYNN VARNADOE

Susan E Young

Notary Public
My commission expires:

SUSAN E. YOUNG NOTARY COMM. EXPIRES GEORGIA FEBRUARY 6, 2008 PUBLIC FAYETTE COUNTY

AFTER RECORDING RETURN TO:

SLEPIAN & SCHWARTZ, LLC
42 EASTBROOK BEND
PEACHTREE CITY, GA 30269

Doc ID: 007587570002 Type: GLR
Filed: 08/23/2007 at 09:00:00 AM
Fee Amt: $312.00 Page 1 of 2
Transfer Tax: $300.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 3286 PG 299-300

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS INDENTURE, made this 17th day of August, 2007, between PAT B. LABOA AS LIQUIDATING AGENT FOR THE THOMPSON REALTY LIMITED PARTNERSHIP, as party or parties of the first part, hereinafter called Grantor, and CAROLYNN VARNADOE, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, transfer, convey and confirm unto the said Grantee, the following property, to wit:

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AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Pat B. LaBoa as Liquidating Agt for the Thompson Realty Lim Partnership

____
Witness

PAT B. LABOA AS LIQUIDATING AGENT
FOR THE THOMPSON REALTY LIMITED
PARTNERSHIP

Susan E. Young
Notary Public
My commission expires:

SUSAN E. YOUNG
NOTARY
COMM. EXPIRES
GEORGIA
FEBRUARY 6, 2008
PUBLIC
FAYETTE COUNTY

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LESS AND EXCEPT:

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COMMERCIAL ☒ RESIDENTIAL ☐ CONSTRUCT.LOAN ☐ NEW HOME SALE ☐ RESALE ☐ 2ND MORTGAGE ☐ REFINANCE ☐ FORECLOSURE ☐

RATE: METRO ☐ NAT'L ☒ SPECIAL @ $ ____________ /$1.000 ☐

REISSUE? PRIOR POLICY # ________________ AMOUNT $ ________________ SIMUL. POLICY NO. ________________

First American Title Insurance Company

II

SCHEDULE A

Issuing Office File No.:

Policy No. FA- 33-38658

Date of Policy: July 28, 1995 2:30 P.M. M

Amount of Insurance $183,000.00

1. Name of Insured: W. MICHAEL HYDE

2. The estate or interest in the land described herein and which is covered by this policy is an estate or interest designated as follows: fee simple

   and is, at the Effective Date of this Policy, vested in: W. MICHAEL HYDE

3. The instruments creating the estate or the interest in real estate which is hereby insured are described as follows:

   Executor's Deed dated July 27, 1995, between Norma Ruth Berry, a/k/a Ruth W. Berry, as Executor under the Last Will and Testament of Clifford Seaman Berry, a/k/a Clifford S. Berry, and W. Michael Hyde, filed and recorded July 28, 1995, in Deed Book 998, Page 242, at 2:30 p.m., Fayette County Records, conveying title to captioned property.

4. The land referred to in this policy is in the State of Georgia County of Fayette

   and described as follows:

   All that tract or parcel of land lying and being in Land Lot 61 of the 7th District, Fayette County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

DOUGLAS B. WARNER, P.C.

(Insert above line name of Agent)

By: [signature]

Authorized Signatory

Douglas B. Warner, Esq.

(TP 6/95)

Return to: Douglas B. Warner, P.C.
401 Westpark Court, Suite 100
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

QUITCLAIM DEED

THIS INDENTURE made this 27th day of July, in the year one thousand nine hundred ninety-five, between NORMA RUTH BERRY, a/k/a Ruth W. Berry, of the County of Fayette, and State of Georgia, as party of the first part, hereinafter called Grantor, and W. MICHAEL HYDE, of the County of Fayette, and State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee the following property:

All that tract or parcel of land lying and being in Land Lot 61 of the 7th District of Fayette County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

This Quitclaim Deed is given for the purpose of releasing any and all interest the undersigned Grantor has in the above-referenced property as an heir and beneficiary under the Last Will and Testament of Clifford Seaman Berry, a/k/a Clifford A. Berry.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Norma Ruth Berry (SEAL)
Norma Ruth Berry

Ruth W. Berry (SEAL)
a/k/a Ruth W. Berry

Signed, sealed and delivered in the presence of:

Douglas B. Warner
(Unofficial Witness)

Roberta C. Furlong
(Notary Public)

ROBERTA C. FURLONG
NOTARY PUBLIC
COM. EXP. 9-29-96
FAYETTE COUNTY, GEORGIA

Date: July 27, 1995

Return to: Douglas B. Warner, P.C.
401 Westpark Court, Suite 100
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

EXECUTOR'S DEED

THIS INDENTURE, made this the 27th day of July 1995, between NORMA RUTH BERRY, a/k/a Ruth W. Berry, of the State of Georgia, County of Douglas, as Executor under the Last Will and Testament of CLIFFORD SEAMAN BERRY, a/k/a CLIFFORD S. BERRY, late of the State of Georgia, and County of Douglas, deceased, of the First Part, (hereinafter called "Grantor") and W. MICHAEL HYDE, of the State of Georgia and County of Fayette, of the Second Part, (hereinafter called "Grantee"); the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits:

W I T N E S S E T H:

That the said Grantor (acting under and by virtue of the power and authority contained in the Last Will and Testament, the same having been duly probated and recorded in the Probate Court of Douglas County, Georgia, for and in consideration of the sum of ten and no/100 ($10.00) dollars, and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 61 of the 7th District, Fayette County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, IN FEE SIMPLE, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said deceased.

IN WITNESS WHEREOF, each Grantor herein has hereunto set his hand and seal, the day and year first above written.

_______________(SEAL)
Norma Ruth Berry, Executor under
the Last Will and Testament of
Clifford Seaman Berry, a/k/a
Clifford S. Berry

_______________(SEAL)
a/k/a Ruth W. Berry

Signed, sealed and delivered
in the presence of:

____
(Unofficial Witness)

____
(Notary Public)

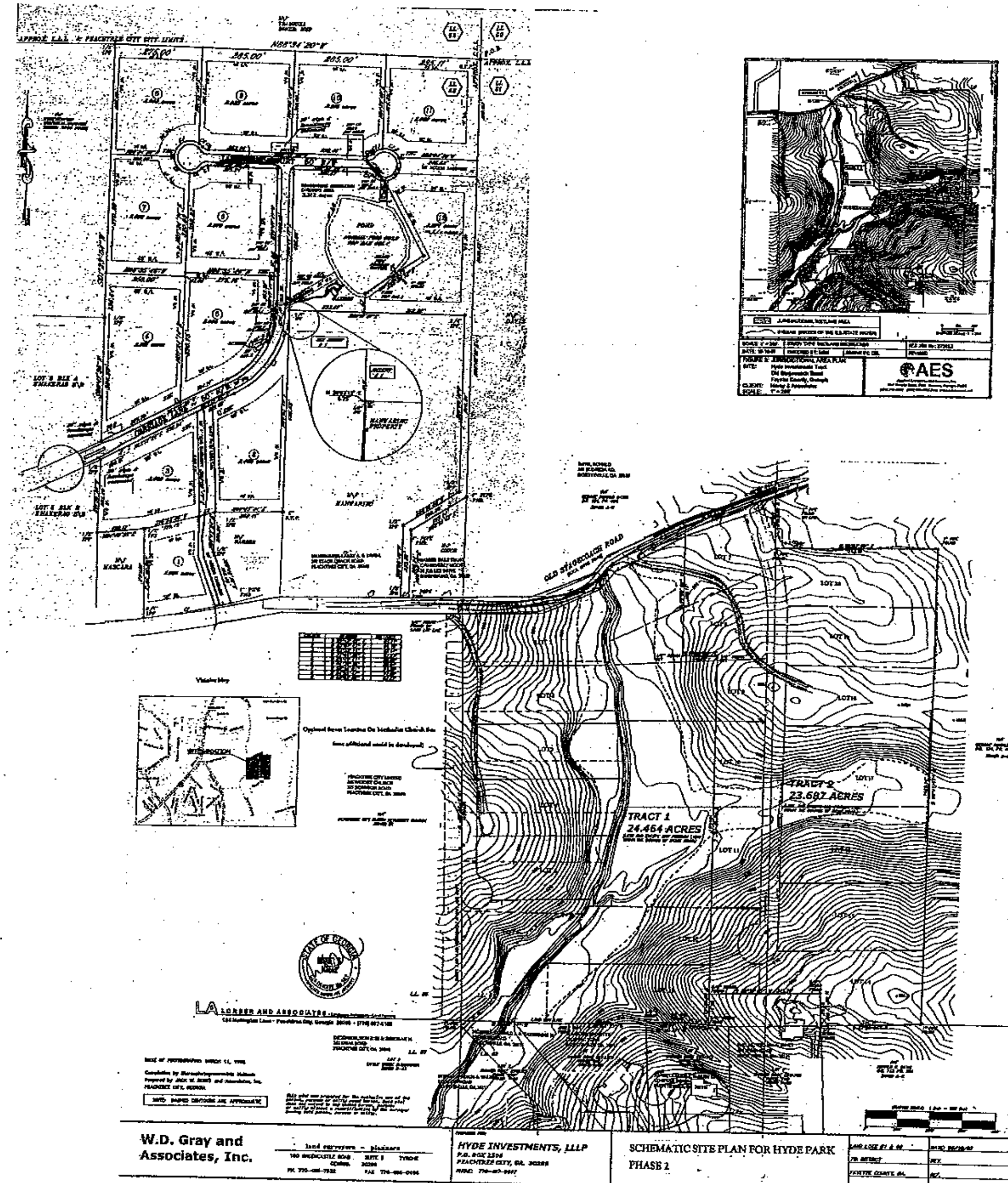
Date: July 27, 1995

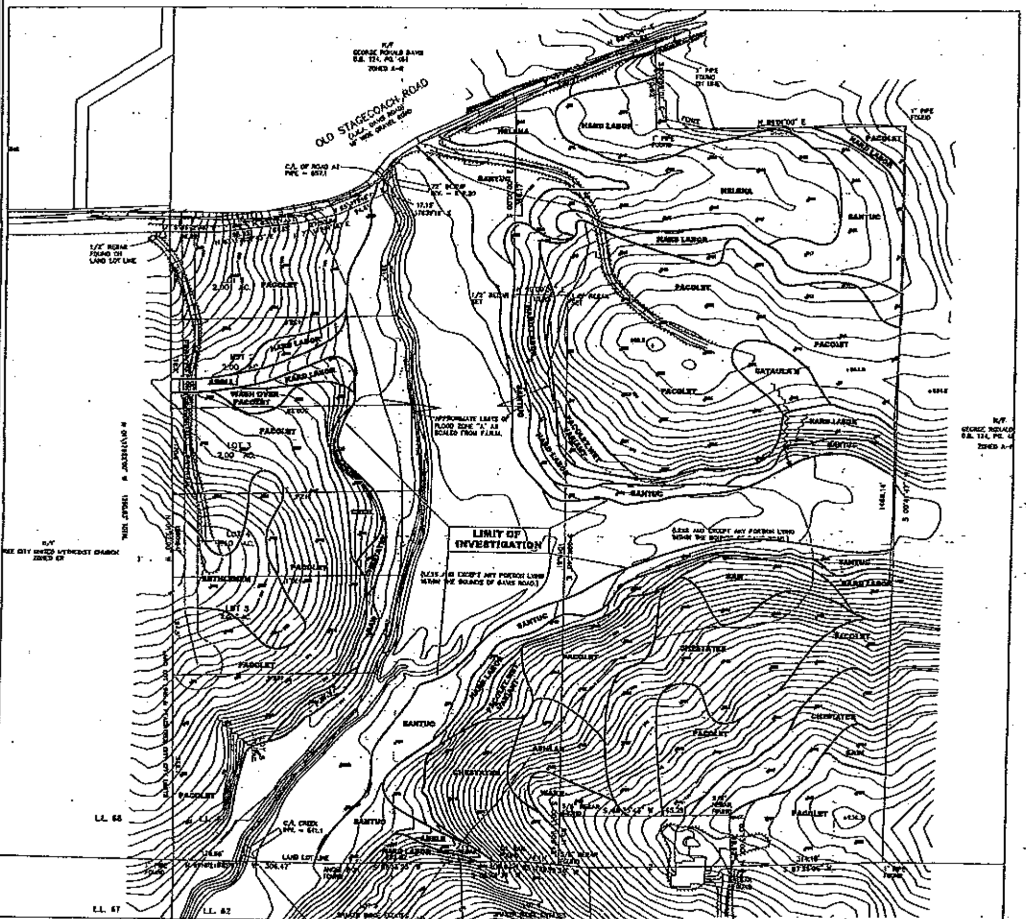
LEGAL DESCRITION

All that tract or parcel of land lying and being in Land Lot 61 of the 7th District, Fayette County, Georgia, being more particularly described as follows:

Beginning at the southwest corner of said land lot; running thence east along the south line of said land lot 781.1 feet; thence north 4 minutes west, 1,130.7 feet; thence west 110 feet; thence north 400 feet to the center of an Old Stagecoach Road; thence southwesterly along the center of said raod and following the curvature thereof, 762.4 feet to the west line of said land lot; thence south along said land lot line, 1,290 feet to the southwest corner of said land lot and the point of beginning. Said description as per survey by Joseph W. Steed, Jr., recorded at Plat Book 2, Page 6, Fayette County records.

Exhibit "A"


AES
OLD STAGECOACH ROAD
TRACT 1
24.464 ACRES
TRACT 2
23.687 ACRES
LORBER AND ASSOCIATES
W.D. Gray and Associates, Inc.
land surveyors - planners
HYDE INVESTMENTS, LLLP
SCHEMATIC SITE PLAN FOR HYDE PARK
PHASE 2



SOIL INTERPRETIVE DATA

Soil Units	Depth to Bedrock (in)	Depth to Seasonal High Water Table (in)	Slope Gradient (percent)	Recommended Trench Depth (in)	Estimated Perc Rate (min/in)	Recommended Hydraulic Loading Rate (gal/day/sq ft)	Soil Suit. Code
[illegible]	>72	36	4-10	NR	NR	NR	F4
Ashlar	24-36	>24	10-18	12	[illegible]	0.12	I1
[illegible]	54-72	>54	6-15	30-36	80	NA	N3
Cataula F	>72	24-30 (PWT)	4-8	12	85	0.16	C1
Cecil	>72	>72	10-12	30-54	60	NA	A1
Chestatee	60-72	>60	6-20	24-30	90	NA	N3
Hard Labor	>72	24-42	6-10	12	85	0.10	C2
Pacolet	>72	>72	2-25	24-60	45	NA	A1
Pacolet Wet Variant	>72	54-60	6-10	24-30	75	NA	P1
Santuc	>72	18-24	6-10	NR	NR	NR	F2
[illegible]	24-42	>24	12-20	12-18	60	0.12	I1
[illegible]	18	>18	6-12	NR	NR	NR	F1
Wash Over Pacolet	>72	>72	4-8	30-60	60	NA	D5

NR = Not Recommended
NA = Not Applicable
PWT = Perched Water Table

SOIL SUITABILITY LEGEND

A1 Soils are typically suitable for conventional absorption field with proper design, installation, and maintenance.

C1 Soils are unsuitable for conventional absorption fields due to perched water table conditions. Soils are generally suitable for alternative absorption fields with treatment system producing Class 1 effluent.

C2 Soils are unsuitable for conventional absorption fields due to seasonal high water table conditions. Soils are generally suitable for alternative absorption fields with treatment system producing Class I effluent.

D5 Soils in natural state are limited by stormwater drainage patterns. Installation of stormwater management that diverts runoff away from system absorption field should make these soils suitable for conventional absorption fields.

F1 Soils are unsuitable for on-site, wastewater disposal due to shallow bedrock.

F2 Soils are unsuitable for on-site wastewater disposal due to seasonal high water table.

F4 Soils are unsuitable for on-site wastewater disposal due to flooding and/or storm water drainage patterns.

I1 Soils are unsuitable for conventional absorption fields due to shallow bedrock. Excavation of observation pits with a backhoe may allow these soils to be reclassified in a different suitability category. These soils are generally suitable for alternative absorption fields with treatment system producing Class I effluent.

N3 Soils contain somewhat shallow parent material and partially weathered rock. Hand auger borings have been advanced to at least 60 inches and parent material is generally suitable for conventional absorption field installation. Estimated perc rate accounts for presence of saprolite of weathered rock.

P1 Soils are typically suitable for conventional absorption field with proper design, installation and maintenance. Absorption trenches must be installed at least 24 inches above seasonal high water table to function effectively. Estimated perc rate is for recommended trench depth.

MAP LEGEND

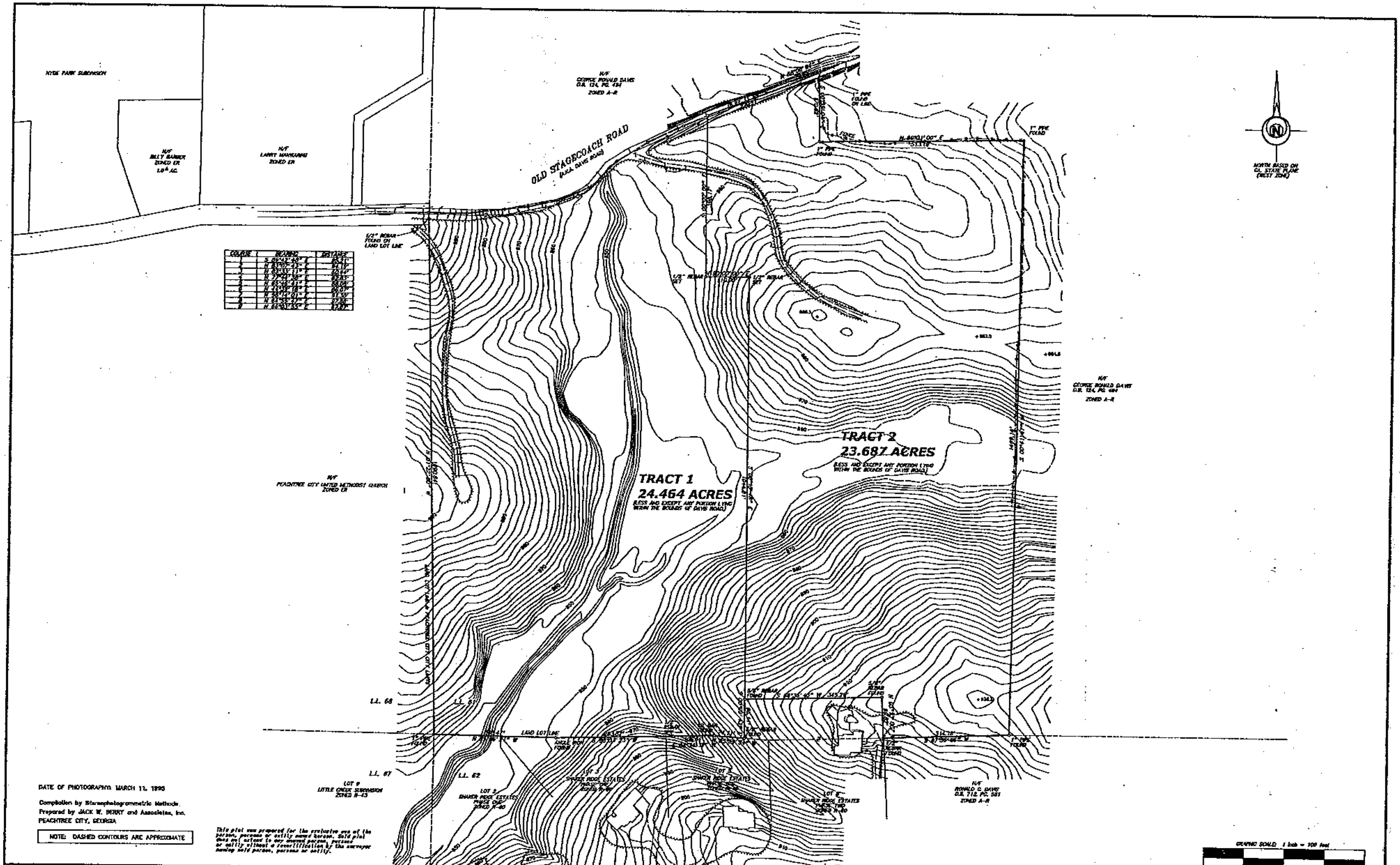
	Soil Boundary
B34	Soil Boring
	Gully

GRAPHIC SCALE

AES
Applied Environmental Sciences, Inc.
80-F Glenda Trace, #327 Newnan, Georgia 30265
(678) 262-4020 (770) 583-4576 (fax) www.soilmapping.com

LEVEL 3 SOIL MAP
HYDE TRACT
FAYETTE COUNTY, GEORGIA

DATE: 10-16-07	AES JOB #: 27315.2
SCALE: 1" = 100'	
CLIENT: HOVEY & ASSOCIATES	
BORING LOCATION METHOD: TRIMBLE GPS UNIT	
DRAWN BY: RPG	
CHECKED BY: MBM: DHR CSC # 150	



COURSE	BEARING	DISTANCE
1	S 05°42'40" E	65.31'
2	N 83°07'15" E	94.19'
3	N 83°19'11" E	60.44'
4	N 77°22'59" E	82.65'
5	N 65°16'41" E	66.05'
6	N 43°51'16" E	66.07'
7	N 55°14'01" E	91.50'
8	N 61°55'47" E	27.86'
9	N 65°01'35" E	27.97'

W.D. Gray and Associates, Inc.

land surveyors – planners

150 GREENCASTLE ROAD SUITE B TYRONE GEORGIA 30290

PH. 770-486-7552 FAX 770-486-0496

PREPARED FOR:

HYDE INVESTMENTS, LLLP
P.O. BOX 2506
PEACHTREE CITY, GA. 30269
PHONE: 770-487-9997

BOUNDARY SURVEY OF TRACTS FOR HYDE PARK PHASE 2

LAND LOTS 61 & 68	DATE: 03/10/07
7th DISTRICT	REV.
FAYETTE COUNTY, GA.	REF.
SCALE: 1" = 100'.	JOB NO. 0708028

EXCERPT FROM APPROVED MINUTES
CITY COUNCIO MEETING

February 19, 2009

Public Hearing – Consider Step 1 Annexation of Hyde Property, 48 Acres
City Planner David Rast addressed Council, saying the City had received a Step 1 annexation application for 48 acres in Fayette County directly east of the Peachtree City United Methodist Church off the end of Old Stagecoach Road. Rast said the property was two parcels, and noted the proximity of the Hyde Park neighborhood to the northwest. Rast said access would be from Carriage Lane via an easement to Stagecoach Road. Rast said the City's adjacent land use was Estate Residential (ER) and the current County zoning was Agricultural Residential (AR). Rast said there was a flood zone that ran through the property associated with Camp Creek.

Mike Lorber, planning consultant for Mike Hyde of Hyde Investment, said the applicant's options were to pursue development through the City or through the County. However, the property was landlocked from the County side, so access would still be through the City. Lorber continued that there was an 11-acre floodplain that would be put into a conservation easement, and develop 2.5-acre lots, with home prices ranging from $600,000 to $1 million.

Beth Pullias said she was concerned that the City did not need any more homes in that price range to add competition to the many homes already for sale. She was also concerned that the property jutted out irregularly from the existing City limits, so it was not a logical fit. It could encourage further annexations to the north and south due to the configuration. She said it might have some merit, but felt there were more factors against the request than for it.

Richard Spain asked for clarification that the Step 1 request only allowed staff to look at the application, and the details would come forward later with a public hearing. Meeker confirmed this, saying an annexation request would still have to go through public hearings with both the Planning Commission and Council.

Frances Meaders said the property was very close to Shiloh Mobile Home Ranch, and asked if the proximity of this price homes made sense. She also did not want the City paying for a road to get to Hyde's property. She asked if Hyde Park was built out, and Lorber estimated seven of the 12 homes were completed. Lorber clarified that, based on the economy, they would not be building for two to three years, and it was a rare opportunity to build on this size lot in the City.

Hearing no further comment, Logsdon closed the public hearing.

Sturbaum asked staff if the City would respond to any incident that occurred in the area if it remained in unincorporated Fayette County. McMullen said the City only responded in the unincorporated County when requested to do so by the County. Logsdon clarified if that was the case when there was no access from the County, and McMullen confirmed the County would have to respond through the City.

Boone asked if Lorber could give more detail on plans for the floodplain. Lorber referred to an aerial photo and pointed out the area where the floodplain defined itself. Lorber said it encompassed approximately 11 acres. He continued that Southern Conservation Trust wanted to protect the floodplain and wetlands in the City and had made progress in getting those areas under some type of conservation easement or ownership. The homes would sit far from the floodplain, and they had already done some engineering studies on how to protect the area. He was not aware of any environmental issues that would come up. Stagecoach Road crossed Camp Creek, and had a 40-inch culvert that had worked well for many years.

Plunkett was interested in the developer's willingness to cover the costs of staff time to work with the applicant, and noted that the City would not pay for any work on the road. Haddix agreed.

Lorber said he thought Stagecoach Road was originally a County road that they had pretty much abandoned, and the City helped to maintain it now, but the right-of-way was not wide enough to build a standard road. He said one of the thoughts over time had been to make it a cart path.

Sturbaum asked if the Council could get any kind of financial analysis on the impact of the property without approving the Step 1, and McMullen said staff could not work on it until the Step 1 request was approved.

Haddix said his concern was the timing due to the economy and the housing market. He felt the request was premature since they might find that people were not interested in buying that price range of home anymore. Lorber said Hyde Investments had been looking at this for about four years, and he thought they were just trying to see what their options were. Haddix said he also was not a fan of adding a peninsula onto the City without a good reason.

Lorber said that Camp Creek was to be the border of the City, based on the 1985 Land Use Plan, but this property allowed the City to protect the creek on both sides. He continued that most communities had strange edges.

Plunkett noted that the trailer park was actually due north of Hyde Park, not this property.

Logsdon recognized a member of the audience he had not seen during the public hearing. Eric Snell commended the applicant for being willing to explore the option. He felt if they were willing to foot the bill, he did not really see a risk to the city.

Plunkett asked if staff had a ballpark estimate for the cost of staff time. Rast clarified that the new fee structure for the Step 2 application had factored in staff time in addition to a base fee per acre Plunkett said she wanted staff to bring the request back to Council if something extraordinary happened to increase staff time.

Boone moved to approve the Step 1 annexation request, and if there were any costs above the fees, the developer would pay those. Sturbaum seconded. The motion carried 4-1 (Haddix).

MEMORANDUM

To: Jack Smith, Chairman Board of County Commissioners

Through: Carol Chandler, Executive Assistant to County Commissioners

From: Dennis Dutton, Zoning Administrator

Date: December 4, 2009

Re: Staff Comments on Annexation Notification – Peachtree City
Requested by Hyde Investments, LLLP
Located at Stagecoach Road
Property Tax ID#: 07-15-018 and 07-15-005 (48.151 Acres Zoned A-R)

The City of Peachtree City has received a request for annexation for the above-referenced property located on Stagecoach Road. The subject property is vacant and consists of 48.151 acres which is currently zoned Agricultural-Residential (A-R). The annexation notice from the City of Peachtree City indicates intent to rezone the subject property to Limited Use Residential 9 (LUR-9). The intended development is for the development of 21 single-family dwelling lots consisting of two (2) plus acres which will be an extension of Hyde Park. The City of Peachtree City Planning Commission will consider the request at a public hearing on December 14, 2009, and tentatively been scheduled for January 7, 2010, by the Peachtree City Council.

General Description:

The subject property is located at the end of Stagecoach Road. The proposed annexation would not create an island. The subject property abuts the following:

Direction	Acreage	Zoning	Use	Comprehensive Plan
North	1.00	ER	Small structure City of Peachtree City	Single-Family Low Density
	110.00	A-R	Single-Family Dwelling Unincorporated County	Low Density Residential (1 unit/1 to 2 acres) and Conservation Areas
South		ER	Little Creek Subdivision City of Peachtree City	Single-Family Low Density
		R-72	Shaker Ridge Estates Unincorporated County	Rural Residential (1 unit/2 to 3 acres) and Conservation Areas
	8.7	A-R	Vacant Unincorporated County	Rural Residential (1 unit/2 to 3 acres)

Attachment "D"

Direction	Acreage	Zoning	Use	Comprehensive Plan
East	73.00	A-R	Single-Family Dwelling Unincorporated County	Rural Residential (1 unit/2 to 3 acres)
West	64.00	ER	Church City of Peachtree City	Single-Family Low Density

Property History

A portion (24.46 acres) of the subject property was under consideration for rezoning in 1996 (Petition 929-96). The request was to rezone from A-R to R-60 (R-60 has since be changed to R-72) which requires two acre minimum lots. While the request conformed to the Land Use Plan Map (Low Density/Agricultural .2 to .5 units/acre) in terms of density, the rezoning was denied because it did not conform to the policies for residential development in regards to an adequate level of service, specifically access via Stagecoach Road in Peachtree City which is a narrow unpaved road and its impact on the delivery of public safety. It was not feasible for the developer to upgrade the entire length of Stagecoach Road from Robinson Road to the proposed development.

Current County Land Use

The subject property is designated as Low Density Residential (1 unit/1 to 2 acres), Rural Residential (1 unit/2 to 3 acres), and Conservation Areas on the Fayette County Land Use Map.

Proposed City Land Use

The City of Peachtree City proposes to designate this area as Low Density Residential (LDR) on the City of Peachtree City Future Land Use Map.

DEPARTMENTAL COMMENTS:

Zoning: The subject property is currently zoned A-R (Agricultural-Residential) which requires a minimum lot size of five (5) acres. The City of Peachtree City proposes to rezone the subject properties to the City's Limited Use Residential 9 (LUR-9).

Fire/EMS: Based on the developer's price projection of $800,000 per house, the Fire Tax would be approximately $637.12 and the EMS Tax would be approximately $175.36 per household annually.

Loss of Fire Impact Fees: The development of 21 residential lots would be a loss of $12,611.97 in impact fees.

Water System – The change in density may require the water line on Stagecoach Road to be upgraded by the developer. The approval of the annexation request does not change water service area.

Public Works/ Engineering:

Both parcels proposed for annexation front an abandoned gravel road/driveway in the unincorporated County. The road/driveway, which runs between Stagecoach Road and Ebenezer Road, is not maintained by the County and appears to be overgrown with vegetation. It is proposed that Stagecoach Road will be upgraded and extended to serve the proposed subdivisions. It is not clear if the extension of Stagecoach Road will be entirely within the property to be annexed or if a portion of the extension will be in the Unincorporated County.

Public Works/Engineering would require that any improvements needed to access the property via a Stagecoach Road extension be provided by the Developer and/or Peachtree City, at no expense to the County and ownership and maintenance be the responsibility of the City.

Stormwater Management:

Floodplain - Per FEMA FIRM panel 13113C0091E, the property does contain floodplain.

Wetlands - The property does not contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.

Watershed - Per the USGS Tyrone Quadrangle, there are water bodies subject to the County watershed protection buffers and setbacks.

Groundwater - The property is not within the groundwater recharge area, per the Georgia Department of Natural Resources' 1992 Ground-Water Pollution Susceptibility Map of Georgia (Hydrologic Atlas 20).

Environmental Health: If the Peachtree Sewer Authority is not going to provide sewer lines, ensure that the state and local sewage regulations are complied with.

Loss of Environmental Health Fees: $4,000.00 if public/private sewerage is provided.

Sheriff's Office: The Sheriff's Office has no objections to this annexation.

STATE LAW:

Georgia Code *O.C.G.A. § 36-36-113 (2008),* Title 36. Local Government Provisions Applicable To Municipal Corporations Only, Chapter 36. Annexation Of Territory, Article 7. Procedure For Resolving Annexation Disputes which states:

Objection to annexation; grounds and procedures

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

(1) The proposed change in zoning or land use;

(2) Proposed increase in density; and

(3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in Code Section 36-36-111.

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

SUMMARY:

The County will lose approximately $637.12 in Fire Tax and approximately $175.36 in EMS Tax per household annually, approximately $12,611.97 in impact fees, and approximately $4,000.00 if public/private sewerage is provided, per comments from the various departments, should the subject property be annexed.

The change in zoning/land use from A-R (Agricultural-Residential)/Rural Residential (1 Unit/2 to 3 Acres) to LUR (Limited Use Residential)/ Low Density Residential (LDR) would not constitute a substantial change in density or allowable uses on the subject property.

Public Works/Engineering has concerns regarding the exact location of the extension of Stagecoach Road and whether any portion of the road extension will be within the unincorporated County. David Rast, Peachtree City Community Development Director, has stated in an e-mail (see attached) that the city would require that the road extension and Right-of-Way be within Peachtree City to the end of the annexed area.

EXCERPT FROM UNAPPROVED MINUTES
PLANNING COMMISSION MEETING

December 14, 2009

<u>PUBLIC HEARINGS</u>

The Chairman called the public hearings to order and explained the rules for conducting a public hearing.

PH-09-24 **Consider request to annex a 48.15-acre tract of land immediately east of and adjacent to the Peachtree City United Methodist Church tract on Robinson Road. The subject tract is currently located within unincorporated Fayette County. Access to the property would be from Carriage Lane and extend through the Hyde Park subdivision to Old Stagecoach Road, a portion of which would be improved to provide access to the subject tract. The Applicant is proposing to zone the property to LUR as an extension of the Hyde Park subdivision. The Applicant is Hyde Investments, LLLP.**

PH-09-25 **Consider request to rezone a 48.15-acre tract of land immediately east of and adjacent to the Peachtree City United Methodist Church tract on Robinson Road. The Applicant is requesting a zoning designation of LUR-9 as an extension of the Hyde Park subdivision. The Applicant is Hyde Investments, LLLP.**

Mr. Rast described the location of the property proposed for annexation and rezoning. He noted that the majority of the city's eastern border was zoned ER Estate Residential which allowed large lots with single-family, low density development that was predominantly on septic. The zoning designation of the majority of the county's western border was A-R Agricultural Residential. The existing Hyde Park subdivision was zoned LUR-9 partly because it was the settlement of a litigation that resulted in lots that were less than three acres in size.

He stated that Hyde Investments, LLLP owned two tracts of land totaling 48.151 acres within unincorporated Fayette County. The subject tracts were located immediately east of and adjacent to the Peachtree City United Methodist Church tract on Robinson Road. The Applicant was proposing to rezone the property to LUR-9 as an extension of the existing Hyde Park subdivision and to subdivide the property into 21 single-family lots of no less than two (2) acres. Lots would be served by individual septic systems.

Mr. Mike Lorber, the planning consultant for the Hyde Investment Group, was in attendance. To the information Mr. Rast had provided, he added the following:

- Of the 48 acres, there was approximately 11 acres of floodplain associated with Camp Creek.

Attachment "E"

- The homes would be priced similarly to those in the first phase of Hyde Park and would average $800,000.
- Projected taxes per household would be about $10,000 per year.
- Population increase would be about 3.2 persons per household or 67 residents.

Mr. Lorber added that there was a lot to be done to get the appropriate rights-of-way for the access from Carriage Lane, Hyde Park Phase One, and Stagecoach Road which he said would be part of the due diligence for this project.

In preparing his arguments as to why this project should be approved, Mr. Lorber said that he went back to the Land Use Plan that the City had adopted in 1985, 1991, and afterwards. They felt this was an appropriate annexation for this community. The Goals and Objectives included such topics as diversification of housing and current and future needs. A portion of the Plan that he quoted indicated that low-density, single-family uses should continue to be developed on the eastern and northern borders of the city which would promote the step-down theory. Mr. Lorber stated that this piece of property was discussed in 1985. The opinion was that the expansion of Peachtree City would only be for single-family estate lots on these two borders; no other part of the city would have that opportunity.

Mr. Lorber asked whether staff had received anything from Fayette County staff relative to their recommendations. Mr. Rast stated that the only thing staff had received was a copy of the report provided to the Fayette County Commission for their meeting which was held on December 3. He had not yet received a copy of the minutes of that meeting, but the County website stated that "the Chairman concluded that the Board had no legal basis for objection to the request and no action was taken."

Mr. Lorber said he had spoken to Mr. Pete Frisina of the Fayette County Planning Department who said that this needed to happen within Peachtree City and the County did not need to be involved. This was primarily because the access to get to this property would be through Peachtree City.

Mr. Lorber added the following:

- The property was next to Camp Creek.
- Drafts of the Land Use Plan spoke of protecting the city's creeks.
- Camp Creek was a major stream system of which the city had control.
- Eleven acres of floodplain would be placed in a conservation easement. It would be kept in its natural state and the homeowners would have no access to this property. It would be appropriate for this to be on both sides of the creek.

Mr. Lorber also stated that this area was a mixed use of low-density development in that there were lots that varied in size; some were 1 acre, some 2 acres, some 2-1/2 acres, and the lots in the existing Hyde Park subdivision were 2+ acres in size. The lots in the proposed second phase of the Hyde Park subdivision would also be 2+ acres in size. He noted that all of the Land Use Plans he had researched defined low-density as one acre and above.

No one else spoke in favor of the proposed annexation and rezoning.

The following residents lived on Stagecoach Road, Carriage Lane, and Spear Road and expressed their opposition to this proposal:

- Mr. Larry Manwaring owned a 10-acre parcel on Stagecoach Road. He and his wife had been residents of Peachtree City for 33 years and had lived on Stagecoach for almost 20 years. He urged the Commissioners to continue to maintain the integrity of the City's zoning standards and vote against "this so-called Hyde extension."
- Ms. Kelly Ranes, a resident on Carriage Lane for 18 years, invited the Commissioners to come to see the street that was built to access the Hyde Park subdivision. It was now almost necessary to drive against traffic in order to enter her driveway and visibility was poor. A stop sign was installed when the subdivision first opened, but it had since been removed. She asked the Commission to strongly consider her family's quality of life and her rights. She endeavored to follow the rules and did not ask for special exceptions or threaten litigation.
- Another resident, whose name was inaudible, was new to the area and had purchased a vacant lot in Hyde Park for their family which included four children. They did their homework before purchasing the property and felt the current AR zoning with a 5-acre minimum lot size would not change the character of the area. They now were finding out that there was a potential for at least 42 additional vehicles a day traveling down Carriage Lane past their future back yard. She felt this would alter the peaceful character of the neighborhood, not only for them but for all of the property owners. She also felt that Mr. Hyde had purchased the property as currently zoned and it seemed he now wanted more than he bargained for at the expense of the rest of the property owners who would get less than they bargained for.
- Mr. Dave Lyons, a new resident in Hyde Park, agreed with the other property owners but did not have the history they did. He was concerned about the dangerous intersection at the crest of the hill; it was not conducive to a safe neighborhood. He asked that the Commission take a look at it.
- Mr. Don Dickinson, a resident on Spear Road, lived on property that was contiguous with this proposal. He thought Mr. Hyde should follow the rules. He felt Peachtree City and the whole country were suffering because people did not believe in following the rules.
- Ms. Beth Pullias, a resident on Astoria Lane, reminded the Commissioners that several hundred homes had been approved for Wilksmoor Village and were yet to be developed. She also indicated there were undeveloped estate size lots within the Greenwood Oaks subdivision adjacent to Kedron Hills that were still undeveloped.

The issues of concern to these residents included the following:

- This was not an extension of the Hyde Park subdivision as the properties were not contiguous. They were on opposite ends of the 10-acre Manwaring tract. Traveling from one to the other could only be achieved by turning an existing multi-use path into a residential street to get to Stagecoach Road and then by improving about 1,800 linear feet of Stagecoach Road to city standards.

- Hyde Park subdivision was originally created by making an exception to allow one subdivision to serve as the sole entrance into another subdivision, Carriage Lane into Hyde Park.
- Mr. Hyde was now asking for an exception to allow Carriage Lane to serve as the primary entrance into the existing Hyde Park subdivision as well as the proposed Phase Two of the Hyde Park subdivision.
- Providing emergency services for such a convoluted single route would be a major problem.
- When turning onto the cart path, a significant change in grade blocked the views of oncoming traffic at the entrance to Phase One of Hyde Park.
- Turning onto Stagecoach Road at the end of the cart path was currently very dangerous due to the 10' to 15' bank that existed. Extensive modifications would be required to improve this hazard.
- A 60' right-of-way on Stagecoach Road did not exist. The insinuation was made at the last meeting that the Methodist Church was going to provide it. Mr. Manwaring contacted representatives from the Church and they indicated they were not aware of this and did not plan to sell property for this purpose. Mr. Manwaring also had no desire to give up his front yard in order to provide the 60' right-of-way.
- Approval of this request would set a precedent that would create future problems relative to annexation requests in the area, as there were several hundred acres of undeveloped property adjoining the proposed subdivision.
- Mr. Hyde controlled a sliver of land on the north side of Stagecoach Road and the question was asked if Phase Three of Hyde Park was far behind?
- There was a question as to whether the demand for large homes really existed. If these properties did not sell, would there be a request to subdivide this property into smaller lots?
- All of the property in this area was zoned AR or ER. Mr. Hyde bought two pieces of property in the county that he knew were landlocked and he knew were surrounded by ER zoning. Why should the city assume Mr. Hyde's risk?
- This was a spot zoning request and should be denied for this reason as well as the safety issues involved.
- Before purchasing their properties, residents who purchased property on Carriage Lane were told by the City that the vacant land near their property was zoned ER, the same as theirs, and consequently would be developed similarly. They entered into contracts based on this information, believing there might be five additional homes in this area. Instead, there were currently 11 homes within the Hyde Park subdivision.
- Residents felt it was important to keep the City's borders intact as they had been planned.
- As of December 13, 2009, the Georgia MLS listed more than 28 houses in Peachtree City that were priced over \$600,000 and numerous others which had dropped off the market because they could not be sold. In addition, there were 11 lots on the market in neighborhoods where homes typically sold for \$700,000 and up, including two lots in Hyde Park Phase One. Houses in this price range were not moving and the future of the real estate market was not predictable.
- In addition to the drain on public services, the lack of funding for teachers and extracurricular activities must also be considered. Mr. Lorber estimated the taxes that

would be generated by each home to be approximately $10,000 per year. However, the cost to educate a child in Peachtree City was approximately $6,500 per year. More than likely, there would be more than one child in each home.

- The Commissioners should look at the bigger picture. There was no plan to extend Peachtree City's borders any further east. Expansions and annexations had always been north and south of the city's current boundaries.
- Mr. Lorber quoted some text from the Comprehensive Plan about offering mixed dwellings and diversification of housing. There were several hundred homes that were very diverse that had been approved in the West Village and were yet to be built. These could fulfill some of the need for housing that Mr. Lorber mentioned.
- If approved, this annexation could be used as a precedent to extend the city's boundaries even further.

Several residents expressed their anger and frustration with Mr. Hyde's lawsuits. They felt the City bowed down to him and approved unnecessary rezonings.

Mr. Rast presented Staff's position which was that the annexation and rezoning not be approved for a number of reasons, primarily because it did not conform to the Comprehensive and Land Use Plans. There were properties to the west, south, and north that had been identified for annexation. However, the boundaries of the city were historically established on the east and the west by the center lines of Camp Creek and Line Creek. A portion of this property could be located in Peachtree City if the boundaries were extended to the center line of Camp Creek but would still leave about two-thirds of the property in the county.

Mr. Rast stated that another concern of Staff related to access to the property. He pointed out that the Little Creek subdivision went back many years and Carriage Lane provided the only means of ingress and egress to the subdivision. The Hyde Park subdivision had added eleven (11) homes and associated traffic to Carriage Lane. The proposed annexation and development of an additional 21 lots would significantly increase traffic on Carriage Lane.

Emergency access was yet another Staff concern. The City's Fire Chief and Police Chief had indicated that if the property was annexed, Peachtree City would be the primary responders in emergency situations. If the property remained in the county, the County would be the first to respond. Mr. Rast also noted that the route would be long and there would be several turns to get to the property. He felt the City should consider improving Stagecoach Road before considering additional lots for the east side of the city.

Mr. Rast pointed out the undeveloped parcels within unincorporated Fayette County that might be proposed for annexation at some time in the future and questioned where the annexations would end.

Mr. Rast thought it would be much more desirable to look comprehensively at all of the remaining undeveloped tracts of land in this area so that the area might not be developed in a piecemeal fashion. He thought it was necessary to work with the County planning staff, whether or not the property was annexed, to adopt a plan that would be palatable to the County, the City, and the property owners. He noted there was a significant amount of undeveloped acreage that would have access from Stagecoach Road if it was improved.

In research that was done that afternoon utilizing MLS and some of the city's data, Mr. Rast stated that Staff had found that:

- Twenty-six homes valued at $800,000 or higher were currently listed in Peachtree City.
- There were four undeveloped lots in Hyde Park and 18 in Smokerise Crossing.
- Approximately 168 acres were yet to be developed in Smokerise Estates.

These were all in the upper tier of homes and, consequently, it was not accurate to say that the city did not have any lots for homes in the $800,000 price range.

Staff's recommendation was that the proposed annexation and rezoning not be approved based on the following findings:

1. Extending the city limits beyond the natural border of Camp Creek was not consistent with the goals and objectives identified within the comprehensive plan and land use plan.
2. Stagecoach Road should be improved from either Robinson Road or Ebenezer Road to provide access to the property. Utilizing an existing residential street for access to the subdivision would increase traffic within an existing residential subdivision.
3. There was no compelling reason to annex the property at this time.

While Staff recommended the annexation and rezoning not be approved at this time, Mr. Rast stated that an in-depth planning analysis should be undertaken to fully analyze not only the Hyde Park property but the remainder of the undeveloped property in this portion of the county. This study should include, at a minimum, a financial impact analysis to determine the benefits of these parcels remaining within the county or being annexed into the city; an analysis as to whether or not sanitary sewer should be extended to serve these parcels; and what would be the best use of these parcels should they remain within the county or be annexed into Peachtree City. This study should be coordinated with the property owners and county staff, and the recommendations should be incorporated into the update of both the city and county comprehensive plans.

The Chairman closed the public hearing at 7:59 p.m.

Ms. Wojcik asked whether the City could prohibit access to roads in the city if the property were not annexed. Could the Applicant be required to access the property from Spear Road instead of Stagecoach Lane? Mr. Rast had asked that question of the City Attorney but did not have an answer yet.

In response to a question from Ms. Wojcik as to how this property was accessed, Mr. Rast stated that there was a prescriptive easement, rather than a recorded easement, for Stagecoach Road. In order to improve Stagecoach Road to city standards, the Applicant would have to acquire right-of-way from the property owners within Little Creek subdivision or from the Methodist church.

Mr. Scott agreed that Spear Road would be a better access to this property.

Ms. Wojcik felt that, if annexed, the property should be zoned ER.

Mr. Staples thought a more compelling case could have been made without the second parcel and if there had been a collaborative effort with the County. He agreed that access was a huge issue as well as the slopes and angles that were mentioned by the property owners.

Mr. Lorber noted that the widening of Stagecoach Road and the acquisition of the right-of-way were big issues but this discussion was about the annexation and rezoning. He thought it was necessary to consider the size of existing lots on Spear Road as well as lots that were adjacent to Phase One of Hyde Park. The Land Use Plan designated one-acre lots as estate lots. He said there was a mixture of lot sizes in this area.

Mr. Lorber further stated:

- There was a lull in residential development. He assumed the homes that were currently available would be absorbed as time went on and that the market would turn. Peachtree City was a desirable place to live and had not stopped growing yet.
- This was a unique piece of property.
- The best way to approach this development would be to develop this property from Ebenezer Road to Camp Creek.
- The current boundary of Peachtree City was due to arbitrary lines as a result of the acquisition of property in the past. The current boundaries did not have to be the boundaries forever. Camp Creek was considered the natural boundary on the east side of the city and Line Creek, the natural boundary on the west side of the city.
- The industrial park was at 40 percent build out. The people who took those new jobs would also need a place to live.
- The only expansion of estate lots in the city would be to the east of the city.
- In a few years, there probably would be a demand for these houses.
- If he was able to predict the future and it was three years from now, he thought there would be a big demand for these homes and the Planning Commission would not have any issues. Right now, however, it seemed as though the timing might not be right. He was quick to note, though, that annexation and zoning were just a small part of this project; some projects took three or four years to get off the ground.

Ms. Wojcik's concerns included the following:

- She did not like the idea of downgrading the zoning from AR and ER to LUR, which consequently would reduce the size of the lots.
- Access to this area was a problem whether the property was annexed into Peachtree City or it remained in the county. She did not feel that aspect of the plan had been addressed.

Mr. Lorber thought the access would be the same whether the property was annexed or not, and that it would be through Stagecoach Road. He did not think people would go down Carriage Lane.

Mr. Lorber pointed out that every landowner had the right to develop his property in a reasonable way. He hoped there would not be a lawsuit, but it could happen that this project would be developed in and be serviced by Peachtree City. He noted that once the area around Ebenezer Road was developed, access would not be an issue. He would like to see the City at least consider annexing the property up to Camp Creek which he felt was a logical boundary.

After discussion, a motion was made by Ms. Wojcik and seconded by Mr. Scott that PH-09-24 and PH-09-25 be forwarded to City Council with a recommendation that the proposals to annex and rezone the 48.15-acre tract owned by Hyde Investments, LLLP, be denied.

Mr. Staples called for a roll call vote on this proposal. The Commissioners voted as follows:

- Ms. Wojcik voted against the proposal based on Staff's recommendations and also because she did not feel it was in the best interests of the City at this time. She very much opposed the idea of reducing the lot size in this area.

- Mr. Scott seconded the motion and also voted against the proposal. He agreed with Staff's recommendations and also felt access to the property was very limited. He did not feel there was any compelling reason to annex at this time, and extending the city limits beyond the natural boundary would not be in the best interests of the city.

- Mr. Sussberg also voted against this proposal, primarily because of access to the property and the impact on the current residents in that area. He acknowledged that cities did grow but he also agreed with Staff's recommendation that this area should be analyzed by the county, the city, and the current residents to come up with a workable concept, assuming that the developer was going to build. He also was not happy with the Stagecoach approach and the golf cart path.

- Mr. Staples also voted against the proposal. He felt this proposal, along with the Southern Pines proposal, indicated a need for more open communication, more collaboration, and better planning with the County. Development should be controlled on both sides of the natural boundaries. He also thought the access issues were pretty substantial and would have liked to have heard more about the engineering plans for the site. He felt the Planning Commission would have felt better about the proposal if the engineering issues had been addressed. He was hopeful that these issues could be worked out with the County over time.

Mr. Sussberg made several comments about the need for communication with Fayette County. He was concerned about decisions the County had made that ultimately affected Peachtree City and felt that the City and County were at the beginning of a collision course if communication did not improve.

Mr. Rast agreed that there definitely needed to be more collaboration between the staffs, Commissions, and Councils of Peachtree City and Fayette County. He felt there was a tremendous opportunity to do that as both the County and City looked at updating their

Comprehensive Plans, both of which had to be adopted before June 30, 2012. He thought it was necessary to develop some type of long-range plan that included the following:

- How far did we want to grow to the south and the northeast?
- What services would be needed to support that growth?
- What about EMS/police coverage and mutual aid agreements between the City and the County?
- What would be the impact on the schools?

Mr. Rast pointed out that there were a lot of components that needed to come together. These items would be presented to City Council at their Retreat in March.

Mr. Sussberg asked whether Fayette County was aware of the City's step-down policy and architectural standards. If they were aware, he did not understand why they were not following those guidelines, especially at a gateway to the city.

Mr. Rast said there was history on the Southern Pines property that predated him and he did not want to speculate about those reasons. He did know that the City had opposed the development as did County staff and the County's Planning Commission. However, the Fayette County Board of Commissioners voted in favor of it. He hoped that the City could work with the County to work toward something more palatable. He noted that this property was rezoned in 2000 and had not yet been developed.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 31, 2009**

SUBJECT: **Appointment of Council Representative to Tourism Association (PCTA)**
January 7, 2010, City Council Meeting

Recommendation:

That Council appoint one of its members to serve on the Board of the Peachtree City Tourism Association (PCTA) in accordance with their By-laws.

Discussion:

The By-laws of the Peachtree City Tourism Association outline the composition of the seven member board to include one of the seven voting members to be a current member of the City Council.

The Peachtree City Tourism Association is a non-profit organization dedicated to promoting tourism in Peachtree City. The Tourism Association operates the Peachtree City Visitors Center.

The seven-member Tourism Association board meets on the third Wednesday of each month, 6:30 p.m., at the Peachtree City Visitors Center, Building #2, 10 Planterra Way.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 29, 2009**

SUBJECT: **Appointment of Council Representative and City Representative to the Fayette County Board of Health**
January 7, 2010, City Council Agenda

Recommendation:
That Council appoint a member of the City Council and Dr. Thomas B. Faulkner, MD, MHA be re-appointed to representative the City and Council of Peachtree City on the Fayette County Board of Health.

Discussion:
The Fayette County Board of Health meets quarterly on the second Tuesday of January, April, July, and October at 7:30 a.m. The board is comprised of seven members, two of which are appointed by the Mayor and Council of Peachtree City. The makeup of the board is outlined below.

- The Chief Executive Officer of the governing authority or appointee
- County Superintendent of Schools
- Physician actively participating in county (appointed by governing authority of county: FCBOC)
- Consumer or licensed nurse interested in promoting Public Health (appointed by the governing authority of largest municipality of the county)
- Council Member of the largest municipality of the county
- Consumer representing the county's needy, underprivileged, or elderly community (appointed by the governing authority of county: FCBOC)
- Consumer representing consumers of Mental Health, Mental Retardation / substance abuse (appointed by the governing authority of the county: FCBOC)

In 2007, Council asked that this item be placed on the agenda annually.

Dr. Faulkner, MD, MHA has served as the representative for Peachtree City since September 2003, where he has been an active participant and the Board indicates he has provided significant insight and contributions to the activities of the Board.

Budget Impact:
This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager** Bernard McMullen
Financial Services Director P.S.
Assistant Financial Services Director
Purchasing Agent
Interim Community Development Director DAB for DER.
City Engineer David A. Borkowski

FROM: **Civil Engineer** Kcardli

DATE: **December 30, 2009**

SUBJECT: **Police Station Frontage Road Extension Project**
January 7, 2010 City Council Meeting

Recommendation:

Staff recommends that City Council award the construction of the Police Station Frontage Road Extension Project to On-Site Paving, Inc, for their lump sum amount not to exceed amount of **$44,721.00**.

Discussion:

On November 18, 2009, the City of Peachtree City solicited bids from experienced and well-equipped highway contractors for labor, materials and equipment for the City's Frontage Road Extension project. In addition to mail solicitations, the City advertised the Invitation to Bid on the City web site and in the City's legal organ. Eight (8) construction firms attended the mandatory pre-bid meeting held on December 3, 2009. Three (3) bid proposals were received, opened, and reviewed on December 15, 2009. Staff evaluated the three (3) bids based on the Invitation Bid amount and supporting documentation. The lump sum results of their bids were as follows:

On-Site Paving	**$44,721.00**
American Contractors Inc.	$72,668.41
Cline Services Corp.	$83,081.00

The city agreed to fund design and construction of the frontage road when the property was acquired from Peachtree City Boondocks, LLC (Pathway Communities) in 1999 (Attachment "A"). The road was initially envisioned to extend from the Police Station access drive to the existing curb cut at Avery-Dennison, where a traffic light was planned as a part of the SR 74 South road-widening project. Portions of the frontage road have been constructed through the years by the developers of the Crosstown Business Park and the South 74 Industrial Park.

The remaining portion of the frontage road, which would extend from the Police Station access drive south to the adjoining South 74 Industrial Park, was placed on the 2005 SPLOST project list. During the design phase of this project, staff met with ISE, the Police Chief and representatives from Pathway Communities to determine if there was a need to construct the road as initially envisioned. It was determined the Police Department only needed access to the existing frontage road in front on the South 74 Industrial Park tract, and a request was made to delete the portion of the road in front of the Police Department. Pathway Communities agreed to this change and the project scope was revised accordingly.

The references for On-Site and all paperwork are in order, therefore, staff recommends that City Council award the construction to On-Site Paving Inc.

Budget Impact:

If approved by City Council, funds are available in the SPLOST Fund in project S16 for this project. $335,030 was originally budgeted for this project.

Attachment

cc: City Engineer's File

FILED & RECORDED
FAYETTE COUNTY, GA.

'99 AUG 16 PM 12 53

W.A. BALLARD, CLERK

Return to: Warner Law Firm
400 Westpark Court, Suite 230
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

LIMITED WARRANTY DEED

THIS INDENTURE made this 10th day of August, in the year one thousand nine hundred ninety-nine, between PEACHTREE CITY BOONDOCKS, L.L.C., a Georgia limited liability company, as party of the first part, hereinafter called "Grantor", and CITY OF PEACHTREE CITY, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors and assigns, subject to the reservations and restrictions hereinafter stated, unto the the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 52 of the 6th District of Fayette County, Georgia, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

By acceptance of this Limited Warranty Deed, Grantee agrees to complete the public street construction referenced in Paragraph 17.10 of the Purchase Contract, as more specifically stated in Exhibit "D" attached hereto and incorporated herein by reference.

This conveyance and the limited warranty of title herein are expressly made subject to the following:

(i) Current city, state and county ad valorem property and sanitary taxes not yet due and payable;

FAYETTE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX 138.80
PAID 8-16-99
W.A. Ballard
CLERK OF SUPERIOR COURT

EXHIBIT "A"

(ii) All zoning ordinances and governmental restrictions affecting the above described property;

(iii) Deed Restrictions attached hereto as **Exhibit "A"**;

(iv) General utility, sewage, drainage and access easements and pedestrian or cart paths now affecting the Property;

(v) Those matters that would be revealed by a survey, or physical inspection, of the Property if such survey or inspection were made.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR, for itself, its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said Grantee, its successors and assigns only, against the claims of all persons claiming under, by or through Grantor and no other.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed by and through its duly authorized officer on this the day and year first above written.

PEACHTREE CITY BOONDOCKS, L.L.C.

By: Wray A. Russell (SEAL)
Wray A. Russell, ~~Manager~~ CEO and Treasurer

Signed, sealed and delivered in our presence this 10th day of August, 1999.

Witness

Roberta C. Furlong
Notary Public

ROBERTA C. FURLONG
COM. EXP
NOTARY
PUBLIC
9-11-2000
FAYETTE COUNTY, GEORGIA

EXHIBIT "A" TO LIMITED WARRANTY DEED

GENERAL INDUSTRIAL DEED RESTRICTIONS

A. CONSTRUCTION

1. No alterations shall be made to the property until site plans and grading plans have been approved in writing by Grantor, which shall have the right to establish and amend procedures and standards to guide its review of such plans. In particular, no clearing or grading shall take place on the property until Grantor has given written approval of the proposed ingress and egress, on-site circulation and parking, building location, and all areas where it is proposed to remove existing trees. No trees on the site with a diameter of at least six (6) inches may be removed without specific written approval of Grantor.

2. No structure shall be erected or placed on the property until the building plans, drainage and grading plans, specifications, and site plans for such structure have been approved in writing by Grantor. As a minimum, final plans and specifications shall show the nature, kind, shape, dimensions, materials, basic exterior finishes and colors, location, floor plans, and elevations of the proposed structure. Exterior alterations or additions shall be subject to the original restrictions and shall conform essentially to the original architectural design. All structures which are erected or placed on such land and all alterations which are made to such structures shall conform to the approved plans, specifications and site plans.

3. Any proposed change in the color scheme of the exterior of any buildings or improvements in the site must be approved in writing by Grantor.

4. No part of any structure shall be erected or placed on the aforesaid land less than fifty (50) feet from the right-of-way of any street; no less than fifty (50) feet from the rear property line; and no less than twenty (20) feet from any side property line.

5. Grantee, its successors or assigns, except as hereinafter provided, shall not erect structures on more than forty percent (40%) of the area of the land conveyed by this deed, nor shall Grantee, its successors or assigns, construct paved areas for parking or storage on more than forty percent (40%) of the property conveyed by this deed. If Grantee, its successors or assigns, becomes the owner of any property abutting the property conveyed hereby, the land conveyed hereby and such abutting property, at the option of the then owner, shall be combined as one parcel for the purposes of this restriction. In such event the then owner of such combined parcel shall not erect structures on more than forty percent (40%), nor construct paved areas for parking or storage on more than forty percent (40%), of the area of such combined parcel. The construction by the then owner of the property conveyed hereby and the adjacent property of structures covering more than forty percent (40%), or areas for parking or storage covering more than forty percent (40%), of the property conveyed hereby shall be sufficient, without any other action on the part of such owner, to establish that the property conveyed hereby and such abutting property have been combined as one parcel for the purposes of this restriction. Once a

property has been established as a combined parcel for the purposes of this restriction, any further acquisition of property adjacent to the combined parcel by the then owner of such combined parcel may likewise be combined for the purposes hereof in accordance with the provisions of this paragraph.

6. Plans and specifications for the construction, installation, or alteration of all outdoor signs, lighting or fences shall be submitted to and have the written approval of Grantor, its successors or assigns, which approval shall not be unreasonably withheld.

7. It will be the responsibility of Grantee, its successors or assigns, or other persons holding under Grantee, to provide adequate off-street parking for employees, tenants, customers and visitors within property lines. All such parking areas shall be covered with a hard, dust-free, paved surface.

8. Prior to the occupancy of a building on the property, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Peachtree City Water and Sewerage Authority or any other company providing such services, whose prior written approval Grantee shall obtain for the conducting on the property of any process which involves the generation of sewage effluent other than normal domestic waste.

B. USE

9. The land shall not be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes, or noise.

10. Without specific written approval from Grantor, no portion of the property shall be used except for industrial, manufacturing, warehousing, distribution and office purposes. No retail or commercial business inviting the general public shall be permitted. The foregoing will not limit Grantee's right to sell at retail those items which it manufactures, produces or assembles on these premises or others; nor shall it limit Grantee's right to sell consumer-type goods to its own employees. A minimum of fifty percent (50%) of the building shall be owner occupied.

11. The property shall not be subdivided in any way for sale, resale, gift, transfer, or other purpose, except with the written approval of Grantor.

C. APPEARANCE

12. Any outdoor storage facility and trash containers shall be effectively screened from all street frontage.

13. No building or structure on the property shall be permitted to fall into disrepair and each such building or structure shall at all times be kept in good condition and repair, and adequately painted or otherwise maintained. Should Grantee fail to remedy any deficiency in the condition of its buildings or structures within thirty (30) days of written notification from Grantor, Grantor hereby expressly reserves the right, privilege and license, but not the duty, to make any and all corrections or improvements to such buildings or structures at the expense of Grantee. Any such expense incurred by Grantor on behalf of Grantee shall be payable on demand.

14. Grantee shall at all times keep the landscaping in good order and condition. Should Grantee fail to remedy any deficiency in the maintenance of the landscaping of the premises after thirty (30) days prior written notification, the Grantor hereby expressly reserves the right, privilege, and license, but shall not have the duty, to make any and all corrections or improvements in landscaping maintenance at the expense of Grantee. Any such expense incurred by Grantor on behalf of Grantee shall be payable on demand.

15. No vending machine, product display, or advertising shall be placed on the property outside a building and in the public view without written approval from Grantor. No fuel tanks or similar storage receptacles shall be exposed to public view on the property; such receptacles must be buried. Any exterior installation is subject to Grantor's approval.

D. GENERAL CONDITIONS

16. Invalidation of any of these restrictions or any part thereof, by judgment or court order, shall in no way affect any of the other restrictions, which shall remain in full force and effect.

17. These restrictions shall be covenants running with the land and shall be binding upon the Grantee and all persons claiming all or any part of the aforesaid land under Grantee, unless waived as above provided; however, that such covenants shall not run for more than twenty (20) years after the execution and delivery of this deed.

18. For the purposes of these restrictions, any written consents or approvals as may be necessary or required hereunder may be given by such person or entity as the Grantor may from time to time designate in writing, which designation will be filed in the public records maintained by the Clerk of the Superior Court of Fayette County, Georgia, and which will be effective until the same is revoked in like manner.

19. Nothing contained in these restrictions shall be construed to prevent the erection or maintenance by Grantor, or its duly authorized agents, of structures, improvements, or signs necessary or convenient to the development, sale, operation, or other disposition of Grantor's property within Peachtree City.

20. The approval of plans or specifications submitted for approval as herein specified for use on the property shall not be deemed to be a waiver of Grantor's right to object to any of the features or elements embodied in any such plans and specifications, if or when the same features are embodied in any subsequent plans and specifications submitted for approval.

21. The failure of Grantor or its successors or assigns to enforce any covenant, condition, or restriction shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant, condition, or restriction.

22. Every person who now or hereafter owns or acquires any right, title, estate, or interest in the land or portion of the land is and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said land or any portion of the land.

23. Grantor may, from time to time, at any reasonable hour or hours, enter upon and inspect the property for the purpose of ascertaining compliance herewith.

24. Grantor shall not be liable to any person whomsoever for any violation of these restrictions, and Grantor does not warrant to Grantee or any other present or future owner that these restrictions will be enforced with regard to this property. The initiation and enforcement from time to time by Grantor of the above restrictions is for its sole benefit and control, and Grantor specifically disavows any obligations, implied or otherwise, to maintain these restrictions.

25. Grantee shall not create, cause or permit hazardous materials or toxic wastes, as those terms are now or may hereafter be used or referred to in any rule, regulation or other promulgation of the Environmental Protection Agency or any successor thereto or any state or local agency or entity having jurisdiction over environmental matters, to be used, stored or accumulated in or on the property or any improvements now or hereafter located thereon except as such use, storage or accumulation may be permitted by such agencies or entities and then only if full compliance with the rules and regulations established by such agencies or entities and Grantee shall indemnify Grantor harmless from any and all claims arising out of or resulting from the violation of this restriction.

LEGAL DESCRIPTION

5.550 ACRE TRACT

All that tract or parcel of land lying and being in Land Lot 52 of the 6th District of Fayette County, Georgia, being more particularly described as follows:

Beginning at an iron pin located on the existing northeasterly right-of-way of Georgia State Route No. 74 (a 130' right-of-way), which iron pin is located 1,461.09 feet southeast of the intersection of said right-of-way with the center line of Acorn Street; running thence north 36 degrees 53 minutes 38 seconds east 455.24 feet to an iron pin; running thence south 88 degrees 06 minutes 05 seconds east along the boundary of property currently owned by Peachtree City Water and Sewerage Authority 315.80 feet to an iron pin; running thence south 01 degree 53 minutes 55 seconds west along the boundary of property now or formerly owned by Peachtree City Boondocks, L.L.C. 358.52 feet to an iron pin; running thence south 54 degrees 08 minutes 46 seconds west 464.95 feet to an iron pin located on the existing northeasterly right-of-way of Georgia State Route No. 74; running thence north 35 degrees 51 minutes 14 seconds west along said right-of-way 341.80 feet to the point of beginning; said tract containing 5.550 acres, as per plat of survey prepared for City of Peachtree City, dated April 23, 1999, revised June 25, 1999, by Jefferson Consultants, Registered Land Surveyors, Job No. 990405B; a copy of said plat being attached hereto as Exhibit "B-1" hereto and incorporated herein by reference.

The above-referenced property is hereby conveyed subject to a 60 foot access easement set forth in that certain Quitclaim Deed dated May 29, 1997, by and between Georgia Utilities Company and Peachtree City Water and Sewerage Authority, filed and recorded May 30, 1997, in Deed Book 1153, Page 110, Fayette County, Georgia Records.

Exhibit "B"

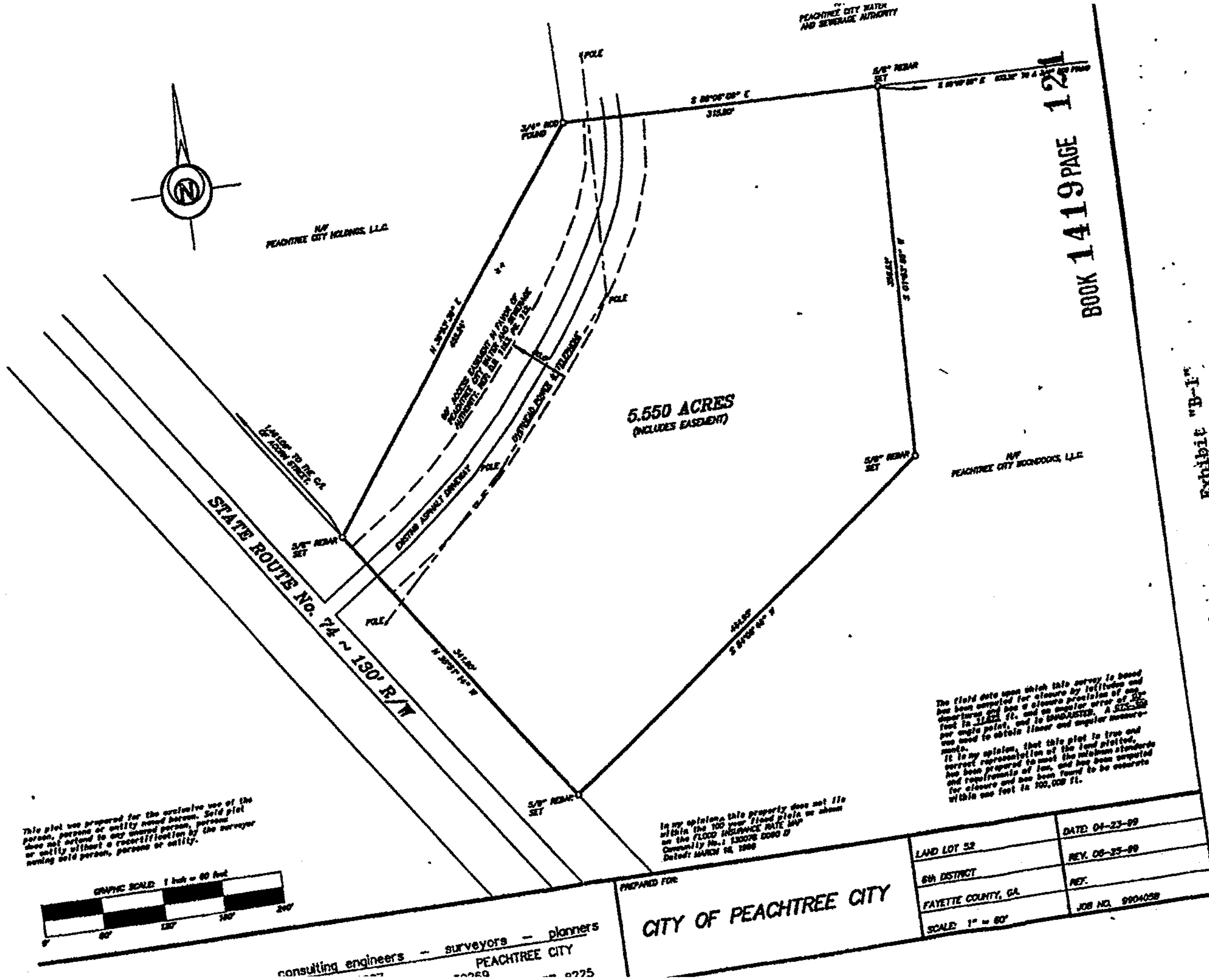


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Exhibit "B-1"

EXHIBIT "C"

TO AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

DEVELOPMENT GUIDELINES AND APPROVAL

1. No alterations shall be made to the Property until site plans and grading plans have been approved in writing by Seller, which shall have the right to establish and amend procedures and standards to guide its review of such plans. In particular, no clearing or grading shall take place on the Property until Seller has given written approval of the proposed ingress and egress, onsite circulation and parking, building location, and all areas where it is proposed to remove existing trees. No trees on the Property with a diameter of at least six inches shall be removed without the specific written approval of Seller.

2. No structure shall be erected or placed on the Property until the building plans, drainage and grading plans, specifications and site plans for such structure have been approved in writing by Seller. As a minimum, final plans and specifications shall show the nature, kind, shape, dimensions, materials, basic exterior finishes and colors, location, floor plans and elevations of the proposed structure. Exterior alterations or additions shall be subject to the original restrictions and shall conform essentially to the original architectural design. All structures which are erected or placed on the Property and all alterations which are made to such structures shall conform substantially to the approved plans, specifications and site plan. In the event that such improvements are reconstructed due to damage or destruction, the approval required by Section 5 shall be necessary only if the plans and specifications for the reconstructed building provide for material variations in exterior materials or architectural design from the buildings existing on the Property immediately prior to such damage or destruction.

3. No fence, wall or overhead utility of any kind shall be erected or permitted to remain upon any portion of the Property without written approval from Seller.

4. No outdoor lighting fixtures or signs shall be built, installed or altered on the Property until plans and specifications and locations have been approved in writing by Seller.

5. The approval process for such plans and specifications shall be as follows:

a. Prior to construction or reconstruction of any improvements on the Property, the Purchaser shall submit to Seller two (2) sets of preliminary plans for the buildings and other improvements to be installed or constructed on the Property or any portion thereof, which plans shall include:

(i) the location of all buildings thereon;

(ii) dimensions, elevations and heights;

(iii) architectural design, treatment, colors and finishes of the exterior of the buildings.

b. Within ten (10) business days after such preliminary plans have been submitted (or resubmitted, as hereinafter provided) to Seller, Seller shall give the Purchaser written notice of its approval or disapproval thereof. If Seller does not approve the plans, the notice shall specify the items on the plans that are not approved and the changes necessary to correct those items. The Purchaser may then modify the plans to address the disapproved items and resubmit them to Seller for approval. If Seller shall fail to approve or disapprove the plans within ten (10) business days after receipt (or re-submission, as applicable), Seller shall be deemed to have approved such plans. The Purchaser may modify and resubmit the preliminary plans as many times as is necessary to obtain approval.

c. After the approval of the preliminary plans by Seller, the Purchaser of the Property shall prepare the final plans. The final plans shall be consistent with the approved preliminary plans and when completed shall be submitted to Seller for approval. Within ten (10) business days after such final plans have been submitted (or re-submitted, as hereinafter provided) to Seller, Seller shall give the Purchaser written notice of its approval or disapproval thereof. Seller shall have the right to object only to matters shown on the final plans that are inconsistent with the approved preliminary plans. If Seller does not approve the final plans, the notice shall specify the items on those plans that are not approved and the changes necessary to correct those items. The Purchaser may then modify the plans to address the disapproved items and resubmit them to Seller for approval. If Seller shall fail to approve or disapprove the plans within ten (10) business days after receipt (or re-submission, as applicable), Seller shall be deemed to have approved such plans. The Purchaser may modify and resubmit the final plans as many times as is necessary to obtain approval.

6. All landscaping on the Property shall be installed in accordance with a landscaping plan approved by Seller. The approval process for the landscaping plan shall be conducted in the manner set forth in Subsection 5 above.

AGREEMENT TO CONSTRUCT PUBLIC STREET

By acceptance of this Limited Warranty Deed, Grantee hereby agrees to construct or cause to be constructed a public street on the property described in Exhibit "B" as generally shown in cross-hatching on Exhibit "E" attached hereto and incorporated herein by this reference (hereinafter referred to as "The Street"). Grantee further agrees to complete construction of The Street, or to cause construction of same to be completed, to road standards for public thoroughfares for the City of Peachtree City within two years following the date of execution of this Deed. Grantee further agrees that Grantor shall retain the right, but not the obligation, to extend The Street to the adjacent property designated as "Adjacent Property" on Exhibit "E" attached hereto. Grantee agrees to accept The Street as a public thoroughfare of the City of Peachtree City upon completion of construction. Grantee agrees that Grantor, its successors or assigns, shall have ingress and egress over and upon The Street prior to and subsequent to acceptance of The Street by the City of Peachtree City.

Exhibit "D"

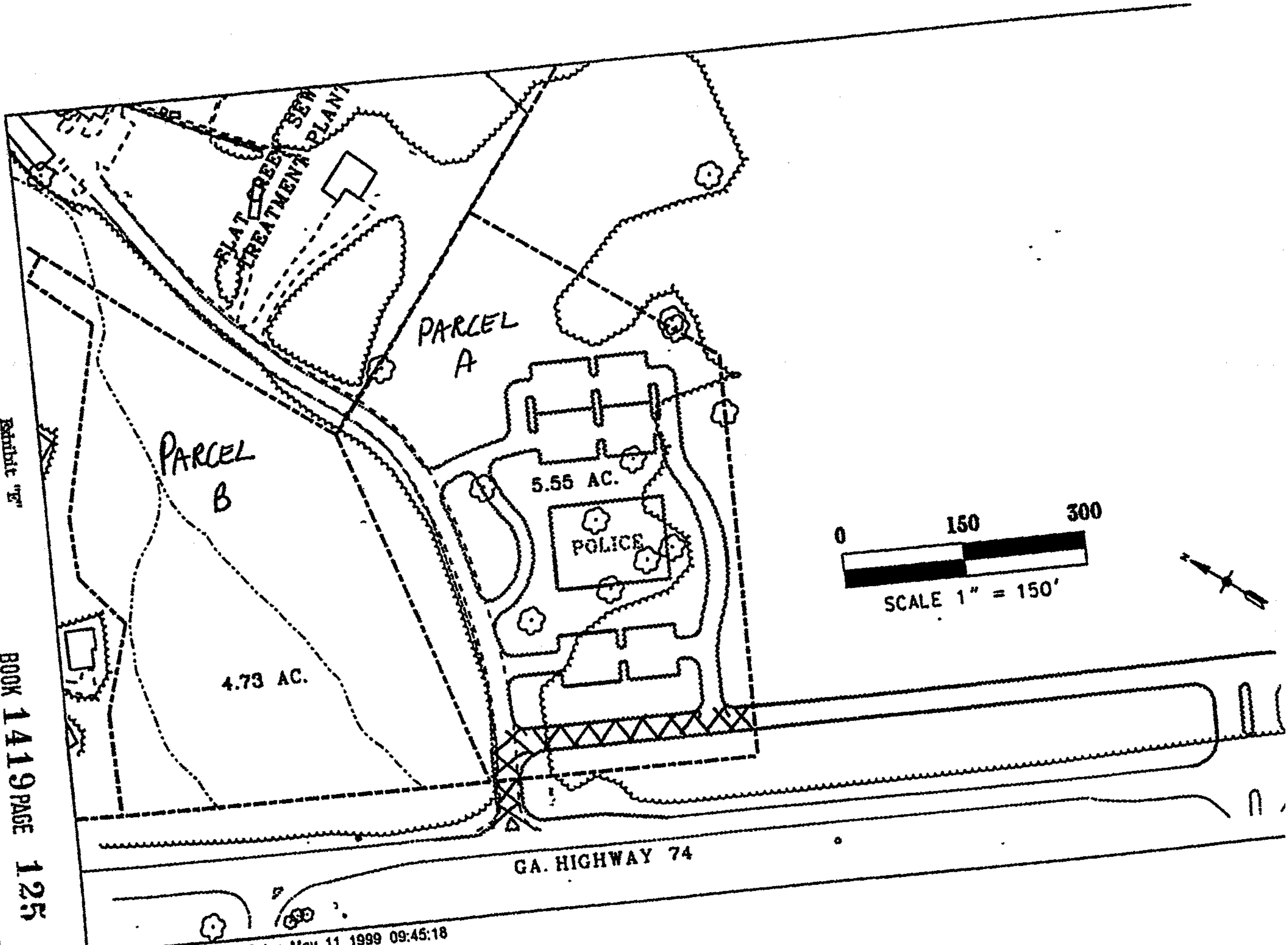

Exhibit "E"

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policehqoption2.dgn May. 11, 1999 09:45:18

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Bernard J. McMullen, City Manager
Paul Salvatore, Financial Services Director PS.

FROM: Nikki Vrana, Administrative Services Director NV

DATE: December 31, 2009

SUBJECT: Consider Flexible Spending Account Plan
January 7, 2010, City Council Meeting

Recommendation:
That Council grants the City Manager the authorization to sign the service agreement and related documents for Swerdlin & Company to administer a Flexible Spending Account.

Discussion:
Over the past several years the idea of adding a Flexible Spending Account (FSA) to the array of employee benefits has been discussed. Staff in conjunction with McGriff, Seibels & Williams, the City's insurance broker, researched and identified Swerdlin & Company as the agency best equipped to offer this benefit to the City's employees.

An FSA is one of a number of tax-advantaged financial accounts that can be set up through a cafeteria plan of an employer. The City already offers pre-tax benefits to employees through a cafeteria plan. Under an FSA an employee is allowed to set aside a portion of his earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses but often for dependent care or other qualified expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings for both the employee (Federal W/H and FICA) and the employer (FICA match).

The City has outlined the plan to have a limit of $2,000 in pre-tax allocations per plan year for the medical FSA. The dependent care (such as children in daycare) FSA is federally capped at $5,000 per year.

One major important characteristic of an FSA is that the money must be spent *within the coverage period* as defined by the benefits cafeteria plan coverage definition. This coverage period is usually defined as the period that you are covered under the cafeteria plan during the "plan year", our plan year is aligned with our fiscal year, October 1 of year A through September 30 of year B. The initial plan year would run from February 1, 2010 to September 30, 2010.

Any money that is left unspent at the end of the coverage period is forfeited back to the plan administer (the City); this is commonly known as the *"use it or lose it" rule.*

Swerdlin & Company has agreed to conduct several workshops to educate employees about the FSA program and assist employees in the FSA plan enrollment process. This training and enrollment services have been extended to the City at no cost. All enrollment materials will also be provided by Swerdlin & Company at no cost to the City.

Budget Impact:

The budget impact has known fixed plan administration costs of $650 for the first year and $350 for renewal years, and then an undetermined total cost that would be in direct correlation to the number of participants enrolled in the plan ($6.50 / month per participant). There will be a recognized savings by the City in an undetermined amount of money that would be in direct correlation to the amount of money the participant chooses to elect to allocate in the plan. The savings to the City would be the 7.65% FICA match required to be paid for by the employer (6.2% for Social Security and 1.45% for Medicare). There are sufficient funds budgeted to cover these expenses.

As an example, having 20 employees participating the plan would result in the following calculation for year one (short plan year);

$ 650.00	(Set up / Administration Cost)
+ $1,040.00	(20 x $6.50 (monthly participant charge) x 8 (months in first plan year))
$1,690.00	(Plan costs for 20 participants)

The amount of monies required to be allocated by the 20 employees in the eight-month plan year to break even from FICA match savings.

$1,690.00 ÷ 7.65% = $2,209.15

Swerdlin & Company

Administrative Services Agreement

This Agreement specifies the services Swerdlin & Company is to provide to Peachtree City, the "Employer," regarding the administration of the Employer's cafeteria plan (the "Plan") which includes a medical flexible spending account and a dependent care assistance account.

Plan Administrator and Third Party Administrator

The Employer shall be the plan administrator of the Plan (as defined in Section 414(g) of the Internal Revenue Code of 1986), and the administrator of the Plan (as defined in Section 3(16)(A) of ERISA), and Swerdlin & Company shall be an independent contractor in the performance of administrative services for the Plan. The Employer remains responsible for maintaining and overseeing the operation of the Plan, including the establishment of criteria for participating in the Plan and qualifying for benefits under the Plan. Swerdlin & Company shall provide the agreed-upon services relating to the Plan, as set forth below, without assuming any liability beyond the performance of such services.

Services Swerdlin & Company Is To Provide

1. **Plan Documents.**
    a. ***For existing cafeteria plans transferring to Swerdlin & Company:*** **Plan document update.** This service includes a review of the Plan documents and amending them if needed. This review will commence upon receipt of this signed Administrative Services Agreement, Plan documents and any amendments thereto.
    b. ***For new plans:*** **Plan document service.** This service includes the preparation of Plan documents, sample board of director resolutions to approve the Plan, and a Summary Plan Description (SPD), if required. These services will commence upon receipt of this signed Administrative Services Agreement.
2. **Employee Enrollment Assistance.** This service includes the preparation and furnishing to the Employer a CD containing educational materials, brochures, enrollment forms, claim forms and instructions for filing claims.

3. **Employee Eligibility Changes.** Swerdlin & Company will make employee eligibility changes based on information the Employer provides, in the manner prescribed on page 5 under Eligibility Changes.

4. **Plan Management - General.** All monies and other assets Swerdlin & Company receives from the Employer and its employees as described in this Agreement remain under the control and direction of the Employer. Services include tracking Plan account balance, processing and paying Plan expenses, and adjudicating and paying claims for benefits, all as provided for in the Employer's Plan and pursuant to any Employer guidelines furnished to Swerdlin & Company that are consistent with the Plan. Plan management services are available under one of two methods, either the Swerdlin & Company Flex Processing Account or Employer/Plan Sponsor Account, as described below.

Swerdlin & Company Flex Claims Processing Account

The Employer gives Swerdlin & Company access to a checking account of the Employer, which the Employer identifies with specificity to Swerdlin & Company. Swerdlin & Company will provide the Employer with a report each week that shows the total amount of participant claims paid that week. In order to replenish Swerdlin & Company's account from claims paid, Swerdlin & Company shall withdraw funds from such account each week through electronic funds transfer (EFT) and, in that event, shall deposit such funds into a claims processing account in Swerdlin & Company's name, the title of which is the Swerdlin & Company Flex Processing Account. If the Employer has not authorized the use of EFT, the Employer must wire funds to the Swerdlin & Company Flex Processing Account each week.[1] If such funds are not deposited into the Flex Processing Account on each such date, and there are insufficient funds in the Swerdlin & Company Flex Processing Account to pay claims, Employer acknowledges that claims will not be paid, and Swerdlin & Company shall have the right to suspend or terminate all services for the Employer (see "Termination" section below).

In addition, Swerdlin & Company shall either withdraw from the Employer's account or request the Employer to wire an amount (the "Minimum Deposit") that is equal to 8% of the Employer's projected annual deposits if the Employer's plan utilizes debit cards or 4% if the Employer's plan does not utilize debit cards. The amount

[1] There will be an additional charge of $15.00 per transaction if Employer chooses to wire funds to the Swerdlin & Company Flex Processing Account.

withdrawn or wired shall be deposited into the Swerdlin & Company Flex Processing Account. The withdrawal or wire shall be made on or before the first day of the first Plan year.

On or about the first day of each month, Swerdlin & Company will prepare invoices for services rendered and, no later than 10 days after the preparation of its invoices, either withdraw amounts from an Employer-specified bank account through electronic funds transfer (EFT) to pay such invoices, or present such invoices directly to the Employer for payment. Each month Swerdlin & Company will mail hard copies of invoices to the Employer.

Swerdlin & Company will provide claims statements to participants via a website, on reimbursement check stubs, upon advice of direct deposit, and 60 days prior to the Plan's year-end.

Employer/Plan Sponsor Account

The Employer shall open a new checking account in its own name or designate an existing checking account in its own name. Swerdlin & Company will have access to and withdrawal privileges from this account. Swerdlin & Company will process claims either daily or weekly, and then prepare reimbursement checks drawn on such checking account. Checks will be signed with the Employer's scanned signature. Swerdlin & Company will then mail reimbursement checks to participants or deposit the amount of the reimbursement to a participant-specified bank account via automatic clearing house (ACH). Each week or at other such times as the Employer reasonably requests, Swerdlin & Company will send the Employer by electronic mail a check register relating to such account. If the Employer's plan utilizes debit cards, an amount (the "Minimum Deposit") that is equal to 4% of the Employer's projected annual deposits will be withdrawn from the Employer's account by Evolution Benefits, Swerdlin & Company's debit card provider.

On or about the first day of each month, Swerdlin & Company will prepare its invoices for services rendered and, no later than 10 days after the preparation of invoices, will either withdraw amounts from an Employer-specified bank account through electronic funds transfer (EFT) to pay such invoices, or present such invoices directly to the Employer for payment. Each month Swerdlin & Company will also mail hard copies of invoices to the Employer. If the Employer fails to deposit sufficient funds in its designated checking account to honor claims checks written on such account within 24 hours from the date Swerdlin & Company provides a written request to do so, Swerdlin

& Company shall have the right to suspend or terminate all services for the Employer (See "Termination" section below).

Swerdlin & Company will provide participants with claims statements via the internet, on reimbursement check stubs, upon advice of direct deposit, and 60 days prior to the Plan's year-end.

5. **Participant Assistance.** Employees have 24-hour access to information about their various Plan accounts via the internet and Swerdlin & Company's 800-telephone line call center. In addition, Swerdlin & Company will also provide employees with information about their Plan account balances on claim reimbursement check stubs, upon advice of direct deposit, and 60 days prior to Plan year-end.

6. **Annual Plan Compliance.** Swerdlin & Company services include reconciling and reporting of employee account balances, initial Plan discrimination testing at the time of Swerdlin & Company's original engagement and annually thereafter. Each year Swerdlin & Company will provide the Employer for its review, approval, and signature, a completed IRS Form 5500, if legally required, along with information for W-2 Wage and Tax Statements. Both the Forms 5500 and W-2s are based on information Employer provides and from specific data relating to the Employer's Plan. Swerdlin & Company shall not be responsible for the accuracy of any such information.

7. **Unpaid Benefit Funds.** In compliance with the Plan document and with the requirements of any applicable state and/or federal law, any funds that remain unclaimed after a period of three months after the close of the Plan year and after any applicable grace and appeals periods have expired are forfeited and returned to the Employer, minus any necessary fees and expenses that are owing to Swerdlin & Company pursuant to this Agreement.

8. **Optional Service.** For an additional charge, Swerdlin & Company will hold onsite enrollment meetings. (To elect this option or view other additional services, please select on attached Fee Option Schedule).

Review these options and elect any optional services on the attached Fee Option Schedule.

Responsibilities of the Employer

1. **General Compliance.** Although Swerdlin & Company serves as the Employer's independent contractor for rendering services pursuant to this Agreement, the Employer remains responsible for all Plan activities, including

general compliance with the Employee Retirement Income Securities Act of 1974 ("ERISA"), HIPAA, the Internal Revenue Code of 1986, and other applicable laws. The Employer should seek legal counsel to review its Plan documents, the summary plan description thereof, and other relevant documents in order to determine whether the fees and expenses of Swerdlin & Company can legally be paid from the assets of the Plan, and whether the Employer is meeting its legal obligations in connection with operation of its Plan.

2. **Enrollment.** Employer remains responsible for determining the eligibility of employees for participation in the Plan. If Swerdlin & Company receives enrollment data and enrollment forms late, its performance of its services such as the processing of contributions, claims and disbursements cannot be guaranteed to be done on a timely basis. However, in that event, the Employer may request "rush service," for an additional fee, to ensure timely contribution, claim and disbursement processing.

3. **Eligibility Changes.** The Employer shall notify Swerdlin & Company of changes in employee eligibility for participation in the Plan (e.g., additions, terminations, change in family status, etc.) via facsimile, electronic mail, or telephone. The Employer shall provide Swerdlin & Company with its payroll files or an "exception report," listing newly hired employees, terminated employees, and employees with a change in status, in a format acceptable to Swerdlin & Company within 24 hours of each pay period. Employee contributions will not be posted until this information is received. Notification via facsimile shall be sent to (866) 209-3517, via electronic mail to flexpak@swerdlin.net, or via telephone to (866) 353-9725.

   Late notification of eligibility for participation in the Plan may result in an erroneous payment to a participant. In this event, the Employer shall bear the risk of loss to the Plan for such erroneous payment, and the Employer will be solely responsible for collecting from the participant any erroneous payments.

   Discriminatory Plans. As stated above, Swerdlin & Company will perform initial discrimination testing at the time its services commence, and annually thereafter at the beginning of each Plan year. Swerdlin & Company will perform additional discrimination testing as an optional service upon the Employer's request. In the event that the Plan becomes discriminatory, the Employer is solely responsible to initiate any required corrective action.

4. **Ownership of Account Assets.** All amounts the Employer deposits under either of the systems described above remain the Employer's assets. Swerdlin & Company shall only be responsible for administering and distributing such deposits in accordance with the terms of this Agreement, the Plan document, and any court order.

5. **Employee Fraud.** In the event of employee fraud against the Plan, it is the Employer's responsibility to make the Plan whole, if necessary, and pursue appropriate remedies against the employee.

Fees for Services

In consideration for Swerdlin & Company's performance of services under this Agreement, the Employer shall pay the fees set forth in this Agreement and the attached Fee Options Schedule. After employee enrollment in the Plan is complete, Swerdlin & Company will send the Employer a Fee Schedule Summary specific to the Employer's Plan. The fees that will be outlined in the Fee Schedule Summary will be based on the schedules on the following pages.

Administrative Services Agreement

Our Flexible Spending Account program can include one or all of the following:

- Medical FSA
- Dependent Care FSA

First Year Services
Include:
- Plan Design Consultation
- Plan Document, Summary Plan Description and Board of Directors Resolution Preparation
- First Year Discrimination Testing
- Employer Resource Manual
- Employer and Employee Internet Access
- Employee Enrollment Kits
- Customer Service

First Year Fees $650.00 yearly

Renewal Services $350.00 yearly
Includes:
- Plan Document Update Service
- Annual Discrimination Testing
- Updated Employer Resource Manual
- Employer and Employee Internet Access
- Employee Enrollment Kits
- Customer Service

Enrolled Employees Fees
(In Addition to Fees Described Above) $ 5.00 monthly per enrolled employee - $100 monthly minimum
Includes:
- Claims
  - Daily processing
  - Submission via toll-free facsimile, mail or participant website
  - Direct deposit or paper check
- Internet access available for participants
- 4th Quarter Account Balance Statements Mailed to Participants
- Account Balance Reports or Statements with Each Claim Reimbursement
- Toll-Free Call Center

Debit Card Fee (includes two cards)*	$1.50 Per Month Per Enrolled Employee
Additional Debit Card Fee*	$5.00 One – Time Fee
Lost or Stolen Card*	$5.00 Replacement Fee

Additional Services
Form 5500 Preparation $ 350 each plus $50 for each Schedule A
(The Form 5500 is only required if the Plan has more than 100 participants)

Float on Swerdlin & Company Flex Processing Account
In addition to all other fees and expenses to which Swerdlin & Company is entitled, it shall also be entitled to receive and keep as part of its compensation for services rendered all of the interest earned on the Swerdlin & Company Flex Processing Account.

*Debit card fees may be paid by the Employer or the Employee. If employees will be paying for their debit card(s), it is the Employer's responsibility to notify the Employee of debit card fees. Fees for debit cards will be taken from the Employee's Medical Flexible Spending Account at the beginning of the plan year.

Term of Agreement

The term of this Agreement shall commence on the date Swerdlin & Company receives a signed copy of this Agreement and continue for a period of 12 months, and shall automatically renew for consecutive 12-month periods, unless the Agreement is terminated in the manner described below. Fees and service elections may be adjusted at each renewal.

Termination

This Agreement will terminate upon the occurrence of the earlier to occur of the following events:

1. At Swerdlin & Company's discretion, the date on which the Employer either fails to pay fees and expenses owing to Swerdlin & Company under this Agreement, or fails to transfer funds to the designated account of the Employer as is necessary to pay approved claims under the Plan, or, if applicable, to establish or re-establish the Minimum Amount; and

2. With 30 days written notice by either party to the other party.

When this Agreement is terminated, Swerdlin & Company will immediately cease the performance of any further services under this Agreement. Swerdlin & Company will then bill the Employer a "run-out fee" equal to three times the monthly fee Swerdlin & Company is charging at the time of the termination. Upon receipt of the "run-out fee," Swerdlin & Company will continue processing of claims and performing the other services described in this Agreement for 90 days.

Upon the completion of the 90 day "run-out period," Swerdlin & Company will cease the processing of any claims requests that are in its possession and return to the Employer any unpaid or other pending claims and any subsequent claims that Swerdlin & Company receives after the date of the run-out period. Swerdlin & Company shall return to the Employer a copy of all records pertaining to the Employer's Plan, including a detailed reporting of all claims reimbursement activities performed on behalf of the Employer through the date of the run-out period. From the end of the run-out period forward, the Employer shall be responsible for all aspects of its Plan, including the processing of claims, annual governmental reporting and general administration. Swerdlin & Company shall also return to the

Employer any funds that the Employer may have previously deposited in any Swerdlin & Company bank account, after the deduction of applicable fees and other expenses owed to Swerdlin & Company. If necessary, Swerdlin & Company shall have the right to demand immediate payment and pursue collection of any fees, expenses or other amounts that are due and owing to Swerdlin & Company as of the date of termination pursuant to the terms of this Agreement.

Miscellaneous

1. The laws of the State of Georgia shall govern this Agreement, to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code of 1986, or any other applicable federal law.

2. This Agreement, including any attachments and exhibits, constitutes the entire contract between Swerdlin & Company and Employer and supersedes all prior comments or discussions, oral or written, regarding the subject matter of this Agreement, and no amendment shall be valid unless agreed to in writing by both parties.

3. The Employer has total control and discretionary authority over the Plan and the manner in which it is operated. The amounts the Employer deposits in the designated accounts referred to above remain solely the assets of the Employer and the parties agree that Swerdlin & Company is merely an agent of the Employer for processing claims and providing the other services described in this Agreement, and that Swerdlin & Company has no legal title to any of such deposits.

4. The Employer agrees that Swerdlin & Company is not the plan administrator and is not a plan fiduciary under the Plan and that Swerdlin & Company shall have no power or authority to alter, breach, modify, or waive any conditions or terms of the Plan. The Employer further agrees that Swerdlin & Company will not take any acts or refrain from doing any acts, regardless of whether they are set forth in the Plan document, if such actions are in violation of any applicable laws or regulations.

5. Any proceeding regarding this Agreement shall be brought in the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Each party hereby accepts the jurisdiction of such courts for itself and in respect of its property, generally and unconditionally, and irrevocably

waive any objection, including any objection as to venue or forum *non conveniens*, that either has now or may have hereafter to such respective jurisdictions.

This Agreement, including the attached exhibits and attachments, is accepted and agreed to by the parties as of the date on which the latter of the parties shall execute this agreement.

Signature ______________________ **Date** ______________

Print Name ______________________

Title ______________________

Swerdlin & Company

Signature ______________________ **Date** ______________

Print Name ______________________

Title ______________________

Employer

Swerdlin & Company

Your Flexible Spending Account Provider

Attention Peachtree City Employees:

Peachtree City is pleased to present a **money saving benefit** just for you! This benefit is called a flexible spending account (FSA). An FSA allows you to set aside a portion of your salary on a pre-tax basis into an account to pay for medical, dependent daycare and individual insurance premium expenses. The result of doing this is **significant tax savings** which means more money in your pocket!

Determine how this program can benefit you:

- Complete the **"How Much Will You Save?"** worksheet
- **Determine your FSA amount(s)**
  Based on your expenses, determine how much of your salary you would like to redirect in a Medical FSA and/or Dependent Daycare FSA. The maximum amount you can redirect into the Medical FSA per plan year is $2,000. The maximum amount you can redirect into the Dependent Daycare FSA per calendar year is $5,000.
  Please note: Your initial plan year will be a short plan year operating from February 1, 2010 to September 30, 2010. All plan years thereafter will operate October 1 to September 30.
- Enroll by completing the enclosed ***Flexible Spending Account(s) Enrollment Form***
  If you do not complete this form, it is assumed that you do not wish to participate in the plan.

To assist with enrollment, we include the following additional forms in this package:

- ***Authorization for Direct Deposit***
  Please complete this form if you want your reimbursements direct deposited into an account of your choice. If you choose not to complete the form, reimbursement checks will be mailed directly to your home address.
- ***Dependent Daycare Verification***
  If you plan to enroll in the Dependent Daycare FSA, please have your daycare provider sign and date the form.
- ***Dependent Tax Credit vs. Dependent Daycare FSA***
  Depending upon your own personal tax and salary situation, you may benefit more with the credit offered when you file your yearly income tax form than with a Dependent Daycare FSA or vice versa. This form will help you determine which option is most advantageous for you.
- ***List of Eligible Dependent Daycare Expenses for FSAs***
  This form lists out the eligibility requirements and expenses for Dependent Daycare FSAs.
- ***List of Eligible Medical Expenses for FSAs***
  This form lists out some of the most common expenses you can pay with your Medical FSA. This is not an exhaustive list. If you have a particular expense not listed on this form, please feel free to call us toll-free at (866)353-9725.

After enrolling, you will receive a Welcome Kit. This kit will outline your election(s) and provide you with instructions on how to submit a claim, how to log into the Swerdlin & Company website, and how to contact us when you have questions regarding your flexible spending account. If you chose a debit card, it will arrive in a separate package.

Get Ready to Save!

Welcome to

Introduction to FSAs

This newsletter is to educate you on the advantages of participating in your employer's flexible spending account (FSA). An FSA is one of the easiest ways for you to save money on your taxes by allowing you to pay for eligible medical and dependent daycare expenses with tax-free money. You will have the opportunity to save 20 to 35% (depending on your tax bracket). That is like having an extra $20 to $35 for every $100 you spend on these expenses that you usually pay for out-of-pocket and after taxes.

Please read this newsletter thoroughly to understand this money saving benefit and contact your FSA provider at 1(866)353-9725 or flexpak@swerdlin.net with any questions.

Technically Speaking

Technically speaking, an FSA is a voluntary benefit under Internal Revenue Service Code Section 125 that allows pre-tax payroll deductions for eligible expenses. You do not pay FICA (social security taxes), federal taxes, or state taxes on the money you set aside. The tax savings will be shown by the reduced deductions for these taxes when you begin participating in the FSA. Make sure to compare a paycheck stub from before you started participating with a paycheck stub after you begin participating. The reduction will surprise you!

Your Medical FSA

In order to take a deduction for your out-of-pocket medical expenses on your income tax return, your costs must be greater than 7.5% of your Adjusted Gross Income. This means:

If you make ...	Your expenses must be more than ...
$25,000	$1,875
$45,000	$3,375
$75,000	$5,625

Only the amount OVER 7.5% is deductible. Most of us do not have expenses this large. The Medical FSA allows you to make ALL of your medical expenses "tax-deductible." You can pay for everyday medical expenses incurred by you, your spouse or any of your dependents with pre-tax money. Any medical expenses not covered by insurance are covered, including:

- Prescription drugs and over-the-counter medications
- Dentistry and orthodontics
- Glasses and/or contacts
- Chiropractic services
- Psychiatry and psychology fees

For a more complete list of eligible expenses, please see the List of Eligible Expenses for Medical FSAs.

Your Medical FSA election is limited to a maximum amount set by your employer each year. You save on taxes for the amount you elect because it comes out of your paycheck before taxes are calculated. See the chart below to get an idea of what your savings will be.

With a Medical FSA, you can get your money even before it is in your account. A Medical FSA is a pre-funded account, meaning the election you make is available to you from the first day of your plan year. For example: If you elect $1,300 to your Medical FSA, $50 will be deducted on a pre-tax basis from each of your paychecks. If, in the first few months of your plan year, your son falls from his bike, breaks his arm, and must go to the hospital (totaling $950), although you may only have $400 in your account when the accident occurs, you can submit your expenses for immediate repayment of the full $950! With a Medical FSA, you can get cash now against the total amount you will pay into the account by the end of the year.

if you elect ...	you have the potential to save ...
$250	$50 to $88
$500	$100 to $125
$750	$150 to $263
$1,000	$200 to $350
$1,500	$300 to $525
$2,000	$400 to $700
$2,500	$500 to $875

Your Dependent Daycare FSA

The Dependent Daycare FSA allows you to pay for the costs of a qualified caregiver who provides services while you are at work. This includes daycare for your children or a home health aide looking after your disabled spouse or dependent parent.

In order to qualify for this benefit, you and your spouse must:

- Work full-time,
- Attend school full-time, or
- Be actively searching for full-time employment

Expenses that are eligible for reimbursement include:

- Nursery or daycare expenses and
- Before and after-school care

For a more complete list of eligible expenses, please see the List of Eligible Expenses for Dependent Daycare FSAs.

The Dependent Daycare FSA is limited to an annual election of $5,000. You save on taxes for the amount you elect because it comes out of your paycheck before taxes are calculated. Your savings will depend on your tax bracket. See the chart below for an idea of what your savings will be. When you have both a Medical and Dependent Daycare FSA, your savings really add up!

if you elect ...	you have the potential to save ...
$3,000	$600 to $1,050
$3,500	$700 to $1,225
$4,000	$800 to $1,000
$4,500	$900 to $1,575
$5,000	$1,000 to $1,750

Unlike Medical FSAs, a Dependent Daycare FSA is not pre-funded, meaning you can only get the money out that you've paid into the account as of the date you submit the claim. For example: If you elect $5,000 to your Dependent Daycare FSA for the year, $192.30 will be deducted on a pre-tax basis from each of your paychecks. At the end of the first month of your plan year, your daycare expenses total $500. You submit a claim form with your receipt showing you've paid $500 for the month. You will be reimbursed $384.60 since you have only had two payroll deductions so far. Your next paycheck will redirect another $192.30 to your Dependent Daycare FSA. you will automatically be reimbursed $76.90 without having to turn in a claim form.

Original Claim	$500.00
Amount Reimbursed Based on Available Funds In Your Dependent Daycare FSA	$ 384.60
Outstanding Claim	$ 76.90
Next Paycheck Redirection To Your Dependent Daycare FSA	$ 192.30
Automatic Reimbursement	$ 76.90

If you pay for daycare, you are able to take a tax credit when you file your income tax return. For some individuals, the tax credit offers more of a benefit than participating in a Dependent Daycare FSA and vice versa. Please see the Dependent Tax Credit vs. Dependent Daycare FSA form to help you determine which would be most advantageous for you. If you are still unsure after reviewing this form, we recommend consulting a tax accountant.

Rules & Restrictions

Since this is a tax savings benefit to you, there are some rules and restrictions of which you should be aware set by the IRS in Code Section 125, the law that governs FSAs.

Use-It-Or-Lose-It

You forfeit any unused funds in your FSA(s) at the end of your plan year and any applicable grace periods. For example, you elected $2,500 for the plan year. At the end of the year, you still have $500 remaining and have no more eligible expenses to claim. You will forfeit the $500 to the plan.

In most cases, the tax savings you receive are greater than your loss. For example, if you are in the 25% tax bracket and redirect $2,500 into your FSA, your tax savings are $625. If you forfeit $500, you still come out ahead!

The key to the Use-It-Or-Lose-It rule is to plan. Only redirect what you know you will use throughout the year. Use the How Much Will You Save? worksheet to determine what amount is best to elect.

Changing Your Election

Once you make your election, you cannot change it throughout the year unless you have a valid change in status. A change in status includes marriage, divorce, a birth (or death) of a dependent, or a change in employment status.

Transferring Money

You cannot transfer money from your Medical FSA to your Dependent Daycare FSA and vice versa.

Social Security Benefit

Your social security benefit is calculated based on your taxable income. Since an FSA lowers your taxable income, your social security benefit is SLIGHTLY reduced. In most cases, your savings today are far greater than a slight reduction in your benefit. If this is a concern for you, you may want to seek the advice of a tax accountant.

Cafeteria Plan Operating Year

Any expenses that you submit for reimbursement MUST fall during your plan's operating year (please see the front page of your Enrollment Kit.)

How much will you $AVE?

Don't have a calculator handy?
Let our interactive online calculator save you some trouble.

Please visit www.flexpakcafe.net
Click the Calculators button at the top
Scroll down and click the Section 125: Cafeteria Plans link

Recurring Yearly Medical Expenses

			Cost		Eligible Expenses
How many times do you and your dependents go to a doctor for an exam?	# of times			=	
If your insurance plan has a separate copay, how many times do you and your dependents go to a specialist (i.e. gynecologist, dermatologist, etc.) for an exam?	# of times			=	
How many times do you and your dependents go to a mental health doctor?	# of times	x		=	
How many times do you and your dependents have generic prescription drugs filled?	# of times	x		=	
How many times do you and your dependents have your brand name prescription drugs filled?	# of times			=	
How many times do you and your dependents receive an eye exam each year?	# of times	x		=	
How many times do you and your dependents go to a dentist for a cleaning?	# of times	x		=	
How many times do you and your dependents go to a chiropractor?	# of times	x		=	

Once Yearly Medical Expenses

If you and your dependents have any planned surgeries for the upcoming plan year, how much do you expect your cost to be?	=	
If you and your dependents will need eyeglasses or contacts during the upcoming plan year, how much do you expect the cost to be?	=	
If you and your dependents have any dental work planned (i.e. tooth filling, crowns, root canals, etc.) for the upcoming year, how much do you expect the cost to be?	=	
How much will you spend on over-the-counter drugs for the upcoming year? *For covered over-the-counter items, please see the List of Eligible Expenses for Medical FSAs*	=	

Total Eligible Medical Expenses

Dependent Daycare

					Eligible Expenses
If you have a dependent for whom you pay daycare (or elder care) expenses, how much will you spend on a weekly basis? *Maximum amount you can redirect into this type of FSA is $5,000. If your expense exceeds $5,000, please write $5,000.*		x	52 Weeks	=	

How much will you $AVE?

Don't have a calculator handy?
Let our interactive online calculator save you some trouble.

Please visit www.flexpakcafe.net
Click the Calculators button at the top
Scroll down and click the Section 125: Cafeteria Plans link

What Will Your Savings Be?

1. What are your total annual medical expenses (from front side)?
2. What are your total annual dependent daycare expenses (from front side)?
3. Total Expenses (Add Box 1 and Box 2)
4. Tax Bracket (see Tax Bracket Table below)
5. Annual Tax Savings (Multiply Box 3 and Box 4)

The Effect on Your Paycheck

A. Enter your total election into your Medical and/or Dependent Care FSA(s) ______

B. Divide your election by the number of paychecks you receive annually (i.e. if you are paid every two weeks, divide your election by 26, if paid twice a month, divide by 24, etc.) ______

C. Subtract Line B from your gross paycheck amount (salary before deductions) ______

D. Multiply Line C by your tax rate (see How to Calculate Your Tax Rate below) ______

E. Subtract Line D from Line C. This is your new take home pay. ______

F. Subtract Line E from your take home pay on your current check to determine the change if you were to elect Line A into your FSA(s). ______

Household Earnings	Estimated Tax Rate
Less than $30,000	25%
$30,000 to $40,000	29%
$40,000 to $70,000	31%
Greater than $70,000	33%

HOW TO CALCULATE YOUR TAX RATE

Using a current paycheck, divide your taxes (FICA, federal and state) by your gross salary (before any deductions).

Gross salary per paycheck	$2,000
FICA, federal taxes and state taxes	$500
Taxes divided by gross salary	0.25

If your salary was $2,000 and you paid $500 in taxes, your tax rate would be 25%

Swerdlin & Company

Flexible Spending Account(s) Enrollment Form
(with debit card)

Complete this form to enroll in your employer's cafeteria program.

Employee/Participant Information

Employee/ Participant Name ____________________ Employee Social Security # ____________________

Employer/ Company Name ____________________

Home Address ____________________ City, State Zip ____________________

Home Phone ____________________ Work Phone ____________________

Date of Birth ____________________ Date of Hire ____________________

Email ____________________ Department ____________________

FSA Options

For plan year ________________ to ________________

How often do you get paid? ☐ Weekly ☐ Biweekly ☐ Semi-monthly ☐ Monthly ☐ Other ____________

	Plan Year Election Amount
Medical FSA	
Dependent Daycare FSA	

Do you want a debit card package?*

☐ Yes ☐ No

*Please review enclosed Debit Card Frequently Asked Questions

Please note: Debit cards arrive two cards per package. Additional cards may be ordered for $5 per package.

Would you like to order an additional card package? ☐ Yes ☐ No

Family Information

Please provide your spouse and/or tax dependent(s), if any, that you will be claiming benefits for under the plan.

	Name	Relationship	SS#
1.			
2.			
3.			
4.			
5.			
6.			

Please write any additional dependents on the back side of this form.

Authorization

The undersigned participant is subject to the terms of the employer's cafeteria plan in effect as amended from time to time, shall be governed by and construed in accordance with applicable laws, shall take effect as a sealed instrument under applicable laws, and to the extent allowed by laws, revokes any prior election and compensation redirection agreement relating to such plan(s) for the corresponding Plan Year. The IRS regulation states four conditions. 1) Any expenses you incur must be within the plan year. 2) Any expenses you incur must not be covered by any other source such as insurance. 3) You must provide proper documentation in order to receive payment. 4) You cannot change or revoke your elections during the plan year unless there is a specific change of status and your employer allows such changes.

Signature ____________________ Date ____________________

Print Name ____________________

Form EE-08 DC IIPA

Swerdlin & Company

Debit Card Frequently Asked Questions

Your employer offers a debit card to access your flexible spending account funds. The fee for use of the debit card is $18 per plan year, deducted from your FSA or payable by your employer. You will receive two debit cards for the $18.00 annual fee. You will incur a $5.00 fee for each additional debit card ordered and to replace a card that has been lost/stolen. Use of card indicates acceptance of terms and conditions listed below.

Q. Where can I use my debit card?

A. At stores that approve transactions at the register (please see enclosed list) and medical service providers, such as physicians' offices, dental offices, hospitals, etc.

Q. Do I have to separate my qualifying items from my non-qualifying items before I checkout?

A. No, if the merchant is on the attached list, you will not need to separate your FSA eligible items and your other purchases. You can go up to the counter with your entire shopping cart and have all items scanned. Ask the cashier to swipe your FSA debit card first. All FSA eligible items will be deducted from your medical FSA and you will be asked for another form of payment for the remaining balance.

Q. Is it necessary for me to save receipts for purchases made with the FSA debit card?

A. YES! This is an IRS requirement. You may be asked to provide receipts to verify eligibility of certain expenses according to IRS rules. If you do not have the requested receipt, you will be required to repay the amount to your flexible spending account, just as if it were for a non-qualified expense.

Q. Why have a debit card if I still have to submit receipts?

A. With the debit card, you have quick, easy access to your FSA money. You do not have to first pay out-of-pocket for an expense and then submit a claim. The debit card also reduces the amount of paperwork required since a claim form is not required. Simply write your name and employer name on the receipt and fax, mail or email.

Q. When will I be asked for receipts for debit card purchases?

A. We will ask for copies of receipts when it is not possible to determine the eligibility of expenses without additional documentation. The card swipe does not send an electronic list of items purchased, except for purchases made at stores that approve transactions at the register (please see enclosed list).

We will not ask for receipts for copayments, deductibles, recurring expenses that you have already provided documentation for (i.e. refillable prescriptions), **or for purchases made at stores on the attached list.**

Q. For what types of expenses can the debit card be used?

A. Please visit www.flexpakcafe.net for a list of covered expenses.
- Click Forms
- Scroll down to the Health Care Expenses Table
- Click the link and enter swerdlin2005 as the access code

Q. Can a card be suspended?

A. YES! Failure to respond within 60 days to requests for receipts may result in suspension of the card.

Note: The card will be canceled if you terminate your employment. Upon termination of employment, you will need to submit a claim form, with receipts, for eligible expenses incurred prior to your termination date and within the grace period allowed by your plan.

Debit Card Tips:

- ✔ Save your receipts
- ✔ Monitor your account balance
- ✔ Select "credit" when using the card
- ✔ Don't use your card to pay for previous plan year expenses

Q. What is considered adequate substantiation?

A. Adequate substantiation will show the type and date of service, the name of the provider, and the amount charged to you. Please handwrite on the receipt the participant's name and employer. An insurance explanation of benefits is also acceptable to substantiate a debit card purchase.

Q. What should I do if the expense is greater than the remaining balance in my account?

A. If the expense is greater than your account balance, you can ask the provider to charge an amount equal to or less than your available balance and pay the remaining balance out-of-pocket. You could also pay for the entire expense out-of-pocket and then submit a claim form and the receipt for reimbursement.

Please contact us with questions or concerns at 1(866)353-9725 or flexpak@swerdlin.net

Swerdlin & Company

Using Your FSA Debit Card at the Store

If you use your FSA debit card at one of the approved stores listed below, a receiptwill be not be required. Transactions will be approved at the register. Please note that the list below does not include all approved stores. For a complete list, please see flexpakcafe.net

Important note: If your preferred store is not on this list, your FSA debit card will not go through when attempting to make a purchase, per IRS regulations.

ACME
Albertson's
A&P Supermarkets
Baker's
Bigg's
Big Y Foods
Brookshires
Buehler Food Markets
Carrs
City Markets
Cubs
CVS Pharmacy
Dan's
Dick's
Dierbergs
Dillions
Discount Drug Mart
Dominick's
Farm Fresh
Food 4 Less
Food Basics
Food Plus
Foods Co.
Fred Meyer
Frys Food & Drug
Genuardi's
Gerbes
Giant Eagle
Giant Foods
Hannford Food & Drug
Harmons Grocery
Harris Teeter, Inc.
H-E-B
Hen House Markets
Hilander
Hornbachers
Hy-Vee Food & Drug
Jay C Foods
Jewel
Kerr Drug
King Soopers
Kroger
Lin's
Long's Drug Store
Lucky
Macey's
Meijer
OSCO
Pak 'n' Save Foods
Pathmark Stores
Pavilions
Pay Less
Price Chopper
Publix
Quality Food
Ralphs
Randalls
Rosauers
Roundy's
Safeway
Sam's Club
Sav-A-Center
Scotts Foods
Shaws
Shop & Save
ShopKo Stores
Shoppers
Smiths
Star Market
Stop & Shop
Super 1 Foods
SuperFresh
Sunflower
Sweetbay
Target Stores
Tom Thumb
Ukrop's Supermarkets
Vons
Waldbaum's
Wal-Mart Stores
Walgreens

How This New System Works with the Stores Listed Above

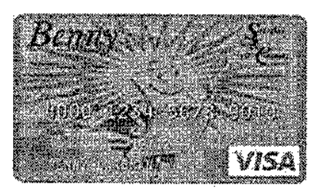
Step 1: Take All Items to Counter and Scan

There is no need to separate out your FSA-eligible and your other grocery items. You can do all of your usual grocery shopping.

FSA-Eligible Items
Cough Syrup, Aspirin
Total $17.75

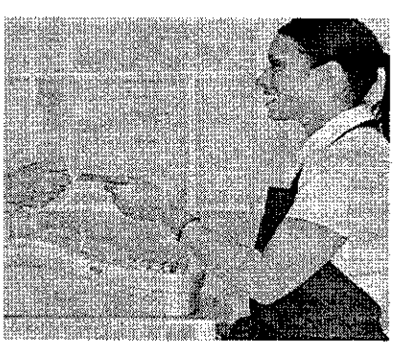
Other Grocery Items
Bread, Milk, Cereal
Total $12.25

Step 2: Ask Cashier to Scan FSA Debit Card First



$17.75 will be deducted directly from your FSA debit card for FSA-eligible expenses. Because the store adjudicates at the register, no receipt is required!

Step 3: Pay for Remaining Items/Balance with Another Form of Payment



Payment for your grocery items and ineligible FSA items will require another form of payment such as cash or personal credit card. You have done your grocery shopping and utilized your flexible spending account to the fullest without even thinking about it!

Please note the following about this new system:

- Although you may have a doctor's note on file for vitamins or supplements, these items are not automatically approved and will not be considered FSA-eligible at the register. These items must be submitted manually for reimburse ment.
- If your store is not listed above, your FSA debit card will not go through, per new IRS regulations. Purchases at stores not listed must be made out-of-pocket and then submitted manually for reimbursement.

Swerdlin & Company

Authorization for Direct Deposit of Claims

You can have claim reimbursement funds from your cafeteria program deposited directly to your personal bank account! Just complete this form, return it to Swerdlin & Company along with a **voided check** and we will get you started with Direct Deposit. You can also use this form if your banking information has changed or if you would like to cancel your direct deposit.

Reason for submission:

- ☐ New direct deposit authorization
- ☐ Revision to current authorization (i.e. account or bank changes)
- ☐ Direct deposit termination request

Employee/Participant Information

Employee/ Participant Name ______________________ **Employee Social Security #** ______________________

Employer/ Company Name ____

Home Address ______________________ **City, State Zip** ______________________

Financial Information

Bank Name ____

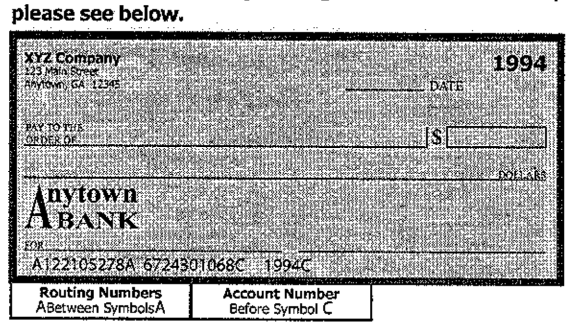
Street Address ______________________ **City, State Zip** ______________________

Financial Institution's Routing Number (9-digit) ☐☐☐☐☐☐☐☐☐

Account Number ______________________

Type of Account: ☐ Checking ☐ Savings

For assistance in finding routing and account numbers, please see below.



Please include a voided check with this authorization form for verification of your account number.

Authorization

I hereby authorize Swerdlin & Company to initiate variable credit entries to the account indicated above. I hereby authorize the financial institution named above to credit the same to such account.

This authorization is effective as of the signature date below and is to remain in full force and effect until Swerdlin & Company has received written notification from me of its termination in such time and such manner as to afford Swerdlin & Company and the financial institution indicated above a reasonable opportunity to act on it. Swerdlin & Company will continue to credit the financial institution until notified by me that I wish to change the financial institution above. If my financial institution information changes, I agree to submit to Swerdlin & Company an updated Authorization for Direct Deposit of Claims. In the event that Swerdlin & Company deposits funds erroneously into my account, I authorize Swerdlin & Company to debit my account for an amount not to exceed the original amount of the erroneous credit.

Signature ______________________ **Date** ______________

Print Name ____

Fax this form to (866) 209-3517
or mail to Swerdlin & Company, 5901 Peachtree Dunwoody Road, B-100, Atlanta, GA 30328.
For questions, please call (866) 353-9725. For balance inquiries, visit www.flexpakcafe.net.

Dependent Care Verification Form

This form is for Swerdlin & Company to verify the eligibility of your daycare provider. This form must be signed by your provider, completed in its entirety, and submitted to Swerdlin & Company. If there are any changes to your dependent care provider or expense amount, you must submit a revised form. Please note that you still need to submit receipts for reimbursement for dependent daycare expenses.

Reason for submission:

- ☐ New dependent care verification
- ☐ Revision to current verification (i.e. expense or provider change)

Employee/Participant Information

Employee/ Participant Name ______________________ **Employee Social Security #** ______________________

Employer/ Company Name ______________________

☐ Change of Address **Home Address** ______________________ **City, State Zip** ______________________

Home Phone ______________________ **Work Phone** ______________________

Dependent Care Information

1. **Name of person(s) for whom the services are provided (names(s) of child, children or adult).**

   ______________________ ______________________

   ______________________ ______________________

2. **Cost of services provided:** $______________ per WEEK MONTH YEAR (circle frequency for amount)

3. **Dates of service:** From: ___ / ___ / ___ To: ___ / ___ / ___

   (Example: From: 1/1/09 To: 12/31/09)

4. **Name of the person or organization providing the service:**

   Print Name of Day Care Provider ______________________ Tax ID # or SS# for Care Provider ______________________

   Signature of Day Care Provider ______________________ Date ______________________

Note: This form needs to be completed once during the period for which the services are provided. If there is any change to the above information, a revised form must be submitted to Swerdlin & Company. A new form must be submitted for any other period not included in the dates of service noted above. As a participant in this plan, you are responsible for providing correct information and the amounts you request for reimbursement are accurate and for eligible expenses. At the end of each year, your W-2 will confirm the amount contributed to this plan. Keep copies of all claims and receipts for expenses for your records in case of an audit or request for additional information by the IRS. Neither your employer nor Swerdlin & Company is responsible to provide you with copies of claim forms or receipts.

Fax this form to (866) 209-3517
or mail to Swerdlin & Company, 5901 Peachtree Dunwoody Road, B-100, Atlanta, GA 30328.
For questions, please call (866) 353-9725. For balance inquiries, visit www.flexpakcafe.net.

Swerdlin & Company

Dependent Care Credit vs. Dependent Care FSA

Married, Filing Joint Return

1 eligible dependent with $3,000 in daycare expenses

Adjusted Gross Income Over	But Not Greater Than	Tax Credit Savings	Flex Tax Savings*	Difference	Best Option
$0	$14,300	$1,050	$530	($520)	Credit
$14,300	$15,000	$1,050	$680	($370)	Credit
$15,000	$17,000	$1,020	$680	($340)	Credit
$17,000	$19,000	$990	$680	($310)	Credit
$19,000	$21,000	$960	$680	($280)	Credit
$21,000	$23,000	$930	$680	($250)	Credit
$23,000	$25,000	$900	$680	($220)	Credit
$25,000	$27,000	$870	$680	($190)	Credit
$27,000	$29,000	$840	$680	($160)	Credit
$29,000	$31,000	$810	$680	($130)	Credit
$31,000	$33,000	$780	$680	($100)	Credit
$33,000	$35,000	$750	$680	($70)	Credit
$35,000	$37,000	$720	$680	($40)	Credit
$38,050	$39,000	$690	$680	($10)	Credit
$39,000	$41,000	$660	$980	$320	Flex
$41,000	$43,000	$630	$980	$350	Flex
$43,000	$58,100	$600	$980	$380	Flex
$58,100	$87,900	$600	$980	$380	Flex
$87,900	$117,250	$600	$794	$194	Flex
$117,250	$178,650	$600	$884	$284	Flex

Married, Filing Joint Return

1 eligible dependent with $5,000 in daycare expenses

Adjusted Gross Income Over	But Not Greater Than	Tax Credit Savings	Flex Tax Savings*	Difference	Best Option
$0	$14,300	$1,050	$883	($168)	Credit
$14,300	$15,000	$1,050	$1,133	$83	Flex
$15,000	$17,000	$1,020	$1,133	$233	Flex
$17,000	$19,000	$990	$1,133	$263	Flex
$19,000	$21,000	$960	$1,133	$173	Flex
$21,000	$23,000	$930	$1,133	$203	Flex
$23,000	$25,000	$900	$1,133	$233	Flex
$25,000	$27,000	$870	$1,133	$263	Flex
$27,000	$29,000	$840	$1,133	$293	Flex
$29,000	$31,000	$810	$1,133	$323	Flex
$31,000	$33,000	$780	$1,133	$353	Flex
$33,000	$35,000	$750	$1,133	$383	Flex
$35,000	$37,000	$720	$1,133	$413	Flex
$38,050	$39,000	$690	$1,133	$443	Flex
$39,000	$41,000	$660	$1,633	$973	Flex
$41,000	$43,000	$630	$1,633	$1,003	Flex
$43,000	$58,100	$600	$1,633	$1,033	Flex
$58,100	$87,900	$600	$1,633	$1,033	Flex
$87,900	$117,250	$600	$1,323	$723	Flex
$117,250	$178,650	$600	$1,473	$873	Flex

Married, Filing Joint Return

2 eligible dependent with $6,000 in daycare expenses

Adjusted Gross Income Over	But Not Greater Than	Tax Credit Savings	Flex Tax Savings*	Difference	Best Option
$0	$10,200	$2,100.00	$1,233	($868)	Credit
$10,200	$15,000	$2,100.00	$1,483	($618)	Credit
$15,000	$17,000	$2,040.00	$1,473	($568)	Credit
$17,000	$19,000	$1,980.00	$1,463	($518)	Credit
$19,000	$21,000	$1,920.00	$1,453	($468)	Credit
$21,000	$23,000	$1,860.00	$1,443	($418)	Credit
$23,000	$25,000	$1,800.00	$1,433	($368)	Credit
$25,000	$27,000	$1,740.00	$1,423	($318)	Credit
$27,000	$29,000	$1,680.00	$1,413	($268)	Credit
$29,000	$31,000	$1,620.00	$1,403	($218)	Credit
$31,000	$33,000	$1,560.00	$1,393	($168)	Credit
$33,000	$35,000	$1,500.00	$1,383	($118)	Credit
$35,000	$37,000	$1,440.00	$1,373	($68)	Credit
$38,050	$39,000	$1,380.00	$1,363	($18)	Credit
$39,000	$41,000	$1,380.00	$1,863	$483	Flex
$41,000	$43,000	$1,320.00	$1,853	$533	Flex
$43,000	$58,100	$1,260.00	$1,843	$583	Flex
$58,100	$87,900	$1,200.00	$1,833	$633	Flex
$87,900	$117,250	$1,200.00	$1,523	$323	Flex
$117,250	$178,650	$1,200.00	$1,673	$473	Flex

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Dependent Care Credit vs. Dependent Care FSA

Single, Filing Head of Household
1 eligible dependent with $3,000 in daycare expenses

Adjusted Gross Income Over	But Not Greater Than	Tax Credit Savings	Flex Tax Savings*	Difference	Best Option
$0	$10,200	$1,050.00	$530	($521)	Credit
$10,200	$15,000	$1,050.00	$680	($371)	Credit
$15,000	$17,000	$1,020.00	$680	($341)	Credit
$17,000	$19,000	$990.00	$680	($311)	Credit
$19,000	$21,000	$960.00	$680	($281)	Credit
$21,000	$23,000	$930.00	$680	($251)	Credit
$23,000	$25,000	$900.00	$680	($221)	Credit
$25,000	$27,000	$870.00	$680	($191)	Credit
$27,000	$29,000	$840.00	$680	($161)	Credit
$29,000	$31,000	$810.00	$680	($131)	Credit
$31,000	$33,000	$780.00	$680	($101)	Credit
$33,000	$35,000	$750.00	$680	($71)	Credit
$35,000	$37,000	$720.00	$680	($41)	Credit
$38,050	$39,000	$690.00	$680	($11)	Credit
$39,000	$41,000	$690.00	$980	$290	Flex
$41,000	$43,000	$660.00	$980	$320	Flex
$43,000	$58,100	$630.00	$980	$350	Flex
$58,100	$87,900	$600.00	$980	$380	Flex
$87,900	$117,250	$600.00	$794	$194	Flex
$117,250	$178,650	$600.00	$884	$284	Flex

Single, Filing Head of Household
1 eligible dependent with $5,000 in daycare expenses

Adjusted Gross Income Over	But Not Greater Than	Tax Credit Savings	Flex Tax Savings*	Difference	Best Option
$0	$10,200	$1,050.00	$883	($168)	Credit
$10,200	$15,000	$1,050.00	$1,133	$203	Flex
$15,000	$17,000	$1,020.00	$1,133	$233	Flex
$17,000	$19,000	$990.00	$1,133	$263	Flex
$19,000	$21,000	$960.00	$1,133	$173	Flex
$21,000	$23,000	$930.00	$1,133	$203	Flex
$23,000	$25,000	$900.00	$1,133	$233	Flex
$25,000	$27,000	$870.00	$1,133	$263	Flex
$27,000	$29,000	$840.00	$1,133	$293	Flex
$29,000	$31,000	$810.00	$1,133	$323	Flex
$31,000	$33,000	$780.00	$1,133	$353	Flex
$33,000	$35,000	$750.00	$1,133	$383	Flex
$35,000	$37,000	$720.00	$1,133	$413	Flex
$38,050	$39,000	$690.00	$1,133	$443	Flex
$39,000	$41,000	$690.00	$1,633	$943	Flex
$41,000	$43,000	$660.00	$1,633	$973	Flex
$43,000	$58,100	$630.00	$1,633	$1,003	Flex
$58,100	$87,900	$600.00	$1,633	$1,033	Flex
$87,900	$117,250	$600.00	$1,323	$723	Flex
$117,250	$178,650	$600.00	$1,473	$873	Flex

Single, Filing Head of Household
2 eligible dependents with $6,000 in daycare expenses

Adjusted Gross Income Over	But Not Greater Than	Tax Credit Savings	Flex Tax Savings*	Difference	Best Option
$0	$14,300	$2,100	$1,233	($868)	Credit
$14,300	$15,000	$2,100	$1,483	($618)	Credit
$15,000	$17,000	$2,040	$1,473	($568)	Credit
$17,000	$19,000	$1,980	$1,463	($518)	Credit
$19,000	$21,000	$1,920	$1,453	($468)	Credit
$21,000	$23,000	$1,860	$1,443	($418)	Credit
$23,000	$25,000	$1,800	$1,433	($368)	Credit
$25,000	$27,000	$1,740	$1,423	($318)	Credit
$27,000	$29,000	$1,680	$1,413	($268)	Credit
$29,000	$31,000	$1,620	$1,403	($218)	Credit
$31,000	$33,000	$1,560	$1,393	($168)	Credit
$33,000	$35,000	$1,500	$1,383	($118)	Credit
$35,000	$37,000	$1,440	$1,373	($68)	Credit
$38,050	$39,000	$1,380	$1,363	($18)	Credit
$39,000	$41,000	$1,320	$1,353	$33	Flex
$41,000	$43,000	$1,260	$1,343	$83	Flex
$43,000	$58,100	$1,200	$1,333	$133	Flex
$58,100	$87,900	$1,200	$1,833	$633	Flex
$87,900	$117,250	$1,200	$1,523	$323	Flex
$117,250	$178,650	$1,200	$1,673	$473	Flex

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Eligible Expenses for Dependent Daycare FSAs

The Dependent Daycare Flexible Spending Account is used for dependent care expenses that allow you (or you and your spouse, if you're married) to work or look for work or to allow your spouse to attend school full-time. The care may be provided inside or outside your home.

On this page, we provide a partial list of eligible expenses you may be reimbursed for through your Dependent Flexible Spending Account (FSA) as well as a list of ineligible expenses. For a complete list, see IRS Publication 503: Child and Dependent Care Expenses. You can download the publication at www.flexpakcafe.net.

Reimbursable Expenses:

- Nanny expenses, for services provided inside your home, are eligible to the extent they are attributable to dependent care expenses and expenses of incidental household services.
- Dependent care expenses incurred for services outside your home, providing they are incurred for the care of a qualifying dependent that regularly spends at least 8 hours per day in your home.
- Registration fees to a daycare facility are eligible as long as the fees are allocable to actual care and not described as materials or other fees.
- Nursery school expenses are eligible, even if the school also furnishes lunch and educational services.
- Food and incidental expenses (diapers, activities, etc.) may be eligible if part of dependent care charge.
- Expenses paid to a relative (e.g. child, parent or grand-parent of participant) are eligible. However, the relative cannot be under age 19 or a tax dependent of the participant.
- FICA and FUTA payroll taxes of the daycare provider are eligible.
- Dependent care expenses incurred to enable the employee to find work are eligible.

Reimbursement Limitations:

The reimbursement may not exceed the smaller of the following limits.

- The maximum allowed under the plan.
- $5,000 (if you are filing a joint tax return) and $2,500 if separate returns are filed.
- Your taxable compensation (after all compensation reduction elections).
- If you are married, your spouse's actual or deemed earned income.

Ineligible Expenses

- Kindergarten fees are almost always an education expense and should never be reimbursed under a dependent care plan.
- Elementary school expenses for a child in first grade or higher are not eligible.
- Food, transportation and incidental expenses (diapers, activities, etc.) are not eligible if charged separately from dependent care expenses.
- Expenses paid to a housekeeper, maid, cook, etc. are not eligible, except where incidental to child or dependent adult care.
- Mass transit and parking.

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Eligible Expenses for Medical FSAs

The Medical Flexible Spending Account is used for tax-deductible health care expenses not paid by insurance for yourself, your spouse and anyone you claim as a dependent on your federal income tax return.

On this page, we provide a partial list of eligible expenses you may be reimbursed for through your Medical Flexible Spending Account (FSA) as well as a list of ineligible expenses. Page 2 is a list of reimbursable over-the-counter medications. For a complete list, please visit www.flexpakcafe.net. Click the Forms button at the top of the page. Scroll to the bottom of the page and click the link for the Health Care Expense Table. You will be prompted for a password. Please type swerdlin2005 and hit enter.

Medical Expenses

- Medical deductibles, co-payments and coinsurance
- Medical charges over the usual and customary limits
- Prescription drugs
- Cosmetic surgery (only if required to treat an illness, injury, or disfiguring disease)
- Expenses for medical services or supplies not covered by medical insurance plan
- Vaccinations and immunizations
- Laboratory fees
- Well-baby care not covered by medical insurance plan
- Hospital private room charges
- X-ray fees
- Experimental surgery (only if it is a legal operation)
- Over-the counter-medications (see Accepted Over-The Counter Medicines list on page 2).

Dental Expenses

- Orthodontia expenses not covered by dental insurance plan
- Routine examinations not covered by dental insurance plan
- Cosmetic surgery (only if required to treat an illness, injury, or disfiguring disease)
- Artificial teeth

Vision Care

- Optometrist charges
- Eye examinations
- Eyeglasses
- Frames
- Lenses
- Contact lenses
- Contact lens solutions and cleaners
- Laser eye surgery

Hearing Care

- Ear examinations
- Special telephone for the hearing impaired
- Hearing aids

Other Miscellaneous Eligible Expenses

- Therapy (speech, physical, or occupational)
- Syringes, needles, and injections
- Physician-directed weight loss
- Guide dog
- Halfway house fees (care for helping an individual adjust from life in a mental hospital to community living)
- Alcoholism or drug dependency payments to treatment centers
- Analysis fees (for psychotherapy by a licensed practitioner)
- Chiropractic charges (within the scope of license)
- Acupuncture fees (performed by licensed practitioner)
- Learning disability tutoring by licensed school or therapist for dependent with severe learning disability
- Lifetime care, treatment, or training of a mentally or physically handicapped patient
- Nursing home confinement while receiving treatment for an illness or injury (but regular nursing home care is not eligible)
- Wheelchairs or crutches

Ineligible Expenses

- Cosmetics
- Cosmetic Surgery
- Dancing Lessons
- Ear piercing
- Electrolysis
- Face Lifts
- Funeral expenses
- Hair loss treatments/Rogaine
- Illegal operations and treatments
- Marijuana or other controlled substances
- Massage Therapy to relieve stress or depression
- Maternity clothes

Dual-Purpose Expenses

(doctor's statement of medical necessity required)

- Exercise Equipment or Programs
- Fitness programs
- Health club dues
- Herbs and Herbal Treatments
- Teeth Whitening (if discoloration caused by illness, injury, or disease)
- Varicose Vein/Spider Vein Treatments
- Vitamins
- Weight-Loss Programs and/or Drugs

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Eligible Expenses for Medical FSAs

Accepted Over-the-Counter Medications

Antiseptics
- Antiseptic wash or ointment
- Benzocaine swabs
- Boric acid powder
- First aid wipes
- Hydrogen peroxide
- Iodine tincture
- Rubbing alcohol
- Sublimed sulfur powder

Asthma Medications
- Bronchodilator/expectorant tablets
- Bronchial asthma inhalers

Cold, Flu and Allergy
- Allergy medications
- Cold relief syrup
- Cold relief tablets
- Cough drops
- Cough syrup
- Flu relief tablets or liquid
- Medicated chest rub
- Nasal decongestant inhaler
- Nasal decongestant spray or drops
- Nasal strips to improve congestion
- Sinus homeopathic nasal spray
- Sinus medications
- Vapor patch cough suppressant

Diabetes
- Diabetic lancets
- Diabetic supplies
- Diabetic test strips
- Glucose meters

Ear/Eye Care
- Ear drops for swimmers
- Ear water-drying aid
- Ear wax removal drops
- Contact lens solution

Health Aids
- Antifungal treatments
- Denture adhesives
- Diuretics and water pills
- Hemorrhoid relief
- Incontinence supplies
- Lice control
- Medicated bandages
- Motion sickness tablets
- Respiratory stimulant ammonia
- Sleeping aids

Pain Relief
- Arthritis pain reliever
- Bunion and blister treatments
- Itch relief
- Orajel
- Aspirin and non-aspirin
- Throat pain medications

Personal Test Kits
- Cholesterol tests
- Colorectal cancer screening tests
- Home drug tests
- Ovulation indicators
- Pregnancy tests

Skin Care
- Acne medications
- Anti-itch lotion
- Bunion and blister treatments
- Cold sore/fever blister medications
- Corn and callus removal
- Diaper rash ointment
- Eczema cream
- Medicated bath products
- Wart removal medications

Stomach Care
- Acid reducers
- Antacid gum
- Antacid liquid
- Antacid tablets
- Anti-diarrhea medications
- Gas prevention
- Gas relief drops for infants/children
- Ipecac syrup
- Laxatives
- Pinworm treatment
- Prilosec
- Upset stomach medications

Acceptable with Letter of Medical Necessity from Physician
- Air purifiers
- Blood pressure meter
- Earplugs
- Gloves and masks
- Glucosamine/Chondroitin
- Herbs
- Minerals
- Multivitamins
- Special supplements

Not Accepted
- Aromatherapy
- Baby bottles and cups
- Baby oil
- Baby wipes
- Breast enhancement system
- Cologne
- Cosmetics
- Cotton swabs
- Dental floss
- Deodorants
- Diapers
- Diet foods
- Facial care
- Feminine care
- Fragrances
- Hand lotion
- Hair colorant
- Hair regrowth
- Low "carb" foods
- Low calorie foods
- Moisturizer
- Mouthwash
- Oral care
- Petroleum jelly
- Shampoo and conditioner
- Skin care
- Spa salts
- Sun tanning products
- Teeth whitening (if cosmetic)
- Toothbrushes