

City Council of Peachtree City

Agenda

November 15, 2001

7:00 p.m.

I. Pledge of Allegiance

II. Announcements, Awards, Special Recognition

Proclaim "Shop Peachtree City" Weekend, November 30 – December 2
Recognize Restaurant Management Group, Inc. and Fayetteville Rotary Club as
a Platinum Sponsor for the All Children's Playground
Present 20-year Service Pin to Mike Rogers of the Police Department
Recognize Gloria Reid as Employee of the Month for October

III. Minutes **Approved 5-0**
November 1, 2001 Meeting Minutes

IV. Consent Agenda **Approved 5-0**
1. Consider Alcohol Licensee Change – KMart #3978
2. Consider Alcohol Licensee/License Representative Change –
LongHorn Steakhouse
3. Consider Alcohol License Representative Change – Holiday Inn Hotel &
Suites
4. GMA Bricks & Mortar Finance Contract

V. Old Agenda Items
11-01-01 Public Hearing – Variance – Centex Homes
Continued until 12/06/01
11-01-03 Consider New Ordinance 54-13 Animals in the Parks
Approved 5-0

VI. New Agenda Items
11-01-04 Certify Election Results **Certified 5-0**
11-01-05 Consider Amendment to WASA Sewer System Agreement
Approved 5-0
11-01-06 Consider Amendment to Annual License Fee Ordinance
Approved 5-0
11-01-07 Metro Van Pool Presentation
Staff directed to establish policy for van pool companies
11-01-08 Consider Rockspray Easement Request **Approved 5-0**

VII. Council/Staff Topics

VIII. Executive Session

Councilmembers Present: Mayor Bob Lenox, Annie McMenamin, Carol Fritz, Dan Tennant, and Steve Rapson

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November 1, 2001 Meeting Minutes

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VII. Council/Staff Topics

VIII. Executive Session

City Council of Peachtree City
Minutes of Meeting
November 1, 2001
7 p.m.

The City Council of Peachtree City met Thursday, November 1, 2001, in the City Hall Council Chambers. Mayor Lenox called the meeting to order at 7:00 p.m. Other Councilmembers present were: Carol Fritz, Annie McMenamin, Steve Rapson, and Dan Tennant.

Announcements, Awards, Special Recognition

Fayetteville Councilmember Larry Dell, chairman of the Association of Fayette County Governments (AFCG), presented Mayor Lenox with a plaque on behalf of the AFCG in recognition of service to the citizens of Fayette County during his 10 years as mayor of Peachtree City and his work on the Wastewater Master Plan, the Transportation Plan, his service on the Atlanta Regional Commission (ARC), and the Fayette County FUTURES Committee.

Approval of Minutes

McMenamin moved to approve the October 4 minutes with one amendment. Fritz seconded. The motion carried unanimously. McMenamin moved to approve the minutes of the October 18 minutes as written. Fritz seconded. The motion carried unanimously.

Monthly Reports

McMenamin asked if there had been a problem with emergency and non-emergency response times to the west side of the City due to the heavy construction traffic in the area and if it would be possible to have a monthly update on it. Police Chief Jim Murray said he would ask the 911 Center to flag all the calls in that zone (west of the bridge). Emergency response times were still under four minutes, but times were taking longer all over the City because of the calls for service, he said. The times were monitored daily, especially with the construction in the area, Murray added.

Consent Agenda

1. Consider Alcohol License Representative Change – On the Border Mexican Café
2. Consider Financial Institution for Lease/Purchase of Equipment
3. Delete Ordinance Which Established CCY
4. City Manager Contract

McMenamin moved to approve the consent agenda. Fritz seconded. The motion carried unanimously.

New Agenda Items

11-01-01 Public Hearing – Variance – Centex Homes
Lenox read the rules for public hearings.

Lenox told Council that Centex Homes had requested a continuance on the variance request until the November 15 meeting. Centex was working with City staff on a possible solution for the problem that would not require a variance. Lenox moved to continue the public hearing on the variance request from Centex Homes until November 15. Fritz seconded. The motion carried unanimously.

McMenamin asked that Council be informed if a solution was worked out, with adequate time for Council to respond if there were questions or concerns.

11-01-02 Public Hearing – Variance – Erwin Industries

Elaine Erwin spoke for the applicant and requested a four-foot variance for the building's encroachment into the required rear setback area. Erwin explained that the company had been in the building for six years and found the four-foot encroachment during a recent audit.

Developmental Services Director Jim Williams said this was a situation where the building crept into the setback area while under construction. Williams added it was a minor encroachment and was just the corner of the building. It had been in place for a number of years and no one had noticed it. The solution of ripping out the corner of the building seemed rather extreme and staff recommended the variance be granted. Williams said it was not deliberate, but an accident, that the building encroached into the setback.

McMenamin commented that it was one of the prettiest buildings with one of the nicest views in the City. She added it was an incredible asset to the City and had been there for many years without a negative impact. She moved to approve the four-foot variance for Erwin Industries. Tennant seconded. The motion carried unanimously.

11-01-03 Consider New Ordinance 54-13 Animals in the Parks

Leisure Services Director Randy Gaddo told Council the ordinance was developed to assist parks monitors, as well as other Recreation staff, to deal with a problem that was becoming more difficult to control. He continued that some pet owners, especially dog owners, used the sports fields, parks, and courts as a place to run the dogs. The dogs left evidence of having been there, and then kids using the fields and maintenance crews taking care of the fields came into contact with the remnants left by the dogs. The parks monitor had asked people civilly to not do that, and had tried to appeal to their common sense, but it had not worked. The Recreation Department had gotten a lot of complaints from parents. Gaddo said they felt they needed to take some action to give the parks monitors and crews something to give to people so they will understand it was not just a simple request, but was guided by an ordinance.

Gaddo stated another issue was that specially surfaced tennis courts were being used for dog training not authorized by the Recreation Department. Gaddo said the dogs just being on them marred the surfaces of the courts. Their remnants also stained the surfaces of the specially treated courts. The ordinance would ensure that anyone walking their pet in the common area of parks would be held responsible to carry the equipment they needed to clean up after their own pet. Attempts had been made to take care of it in a more reasonable way, but they had no effect, Gaddo said.

McMenamin asked if a fine would be imposed on those who violated the ordinance. Gaddo answered that the judge could impose up to a \$1,000 fine. McMenamin asked if that information would be included on any signs that were posted. Gaddo said that was the intention.

Rapson said he had no problem with (b), (c), and (d), but did have a problem with the phrase "municipal athletic fields" in (a). He said that would restrict people from going to an athletic field and throwing a frisbee with their dogs, even if they were responsible and picked up the waste. Tennant said he believed that was one of the biggest problems, according to the people he had talked to. Rapson said the way he understood the ordinance, it was to give some "teeth" to rule. Rapson said if the words "municipal athletic fields" were struck, the ordinance would be fine. Rapson explained that his suggestion made it so that if people were going to bring their animals onto municipal athletic fields, then they would also be responsible for cleaning up the waste and having the means to do so. Gaddo commented that it was unfortunate, but everybody had to be punished for something a few people were doing. Rapson continued that the problem wouldn't be eliminated because there was an ordinance, but it would give the City "some teeth" so if someone on site saw a violation, the ordinance could be enforced.

McMenamin agreed the animals should be kept off tennis and basketball courts and asked if (c) could be reworded to include the municipal athletic fields. Rapson agreed and said that would give the ordinance the "teeth" it needed. Rapson said he would take out of (a) municipal athletic fields so it would be unlawful to bring any animals to surfaced tennis courts and outdoor basketball courts. Tennant suggested the "specially surfaced" be removed from tennis courts and changed to outdoor tennis courts. Lenox explained that it was worded that way because the City had some tennis courts where animals weren't a problem and also it left a handful of areas where people could go and train their dogs. Gaddo said the City did hold dog-training classes on one court, at Pebblepocket, and that was the court people training their dogs would be encouraged to use.

Tennant asked Chief Murray what would happen if someone walked their dog without the tools needed to clean up after them, whether it would be a citation or a warning. Murray said that Code Enforcement and the parks monitors would have the authority to enforce the ordinance and the police wouldn't have to be involved. Gaddo said that having the ordinance in place would give his people something to cite when the situation arose.

Council directed Gaddo to revise the ordinance based on their comments and bring the revised ordinance to the next meeting.

Council/Staff Topics

McMenamin commended Fire Chief Stony Lohr and the Fire Department for the memorial ceremony held Friday, October 26, at Holy Trinity Catholic Church for New York City Firefighter Michael Boyle. McMenamin said it was beautiful, moving, and very much needed by the community.

Lenox announced there were two items for executive session, one personnel matter and an update on a lawsuit. Lenox moved to take a brief recess then reconvene in executive session. Tennant seconded. The motion carried unanimously.

Lenox moved to adjourn from executive session. Fritz seconded. The motion carried unanimously.

There being no further business to discuss, Lenox moved to adjourn the meeting. Fritz seconded. The motion carried unanimously. The meeting adjourned at 8:15 p.m.

Pamela Dufresne, Recording Secretary

Robert L. Lenox, Mayor

Jane Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Council

VIA: City Manager 

FROM: City Clerk 

DATE: October 26, 2001

SUBJECT: Alcohol - Licensee Change – Kmart Corporation

A request for a change in the Licensee has been submitted for the Kmart Corporation. Mr. William C. Saad has requested to be appointed as the Licensee.

Mr. Saad resides in Michigan; therefore, the License Representative, Mr. Charles Baker, will attend the meeting on November 15th to answer any questions you may have.

JSML:gr

Attachments



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

William Charles Saad
Name

14639 Lakeshore Drive Sterling Heights, MI 48313
Address

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

James V. Murray
Signature
Oct. 29, 2001
Date

Major Robert M. Deffen
Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: BIG KMART # 3978	Business Location: 400 CROSSTOWN RD PEACHTREE CITY GA 30269	
Nature of Business: RETAIL MERCHANDISER	Mailing Address: 3100 W. BIG BEAVER RD TROY, MI 48084	Business Phone Number: 770-487-2295
Name of Licensee: WILLIAM C. SAAD	Home Address: 14639 Lakeshore Dr. STERLING HEIGHTS, MI 48313	Home Phone Number: (248)637-1265
Name of License Representative: CHARLES BAKER	Home Address:	Home Phone Number:

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☐	Malt Beverage	☒	Malt Beverage	☐	Malt Beverage
☐	Wine	☒	Wine	☐	Wine
☐	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
KMART CORPORATION	3100 W. Big Beaver Rd. TROY, MI 48084	248-637-1265
ERIN MAIZAHN	3100 W. Big Beaver Rd. TROY, MI 48084	248-637-1265

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

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: City Clerk 

DATE: November 8, 2001

**SUBJECT: Alcohol License – Licensee, License Representative Change –
Longhorn Steakhouse of Peachtree City**

A request for a change in the Licensee and License Representative has been submitted for Longhorn Steakhouse of Peachtree City. Reginald duDomaine has requested to be appointed as the Licensee. Scott Trammell has requested to be appointed as the License Representative. The application and affidavit are attached for your review.

Mr. Trammell will attend the November 15th Council meeting to answer any questions you may have.

JSM:pd

Attachments



Peachtree City

Georgia

State of Georgia

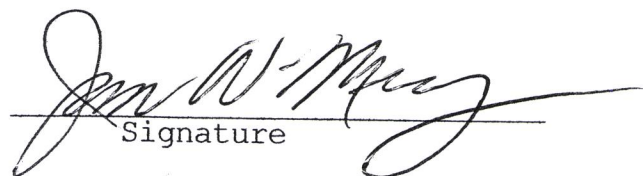
City of Peachtree City:

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

Scott Trammell
Name

612 N. Fairfield Drive Peachtree City, GA 30269
Address

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


Signature

11-3-01
Date


Witness



Peachtree City

Georgia

State of Georgia

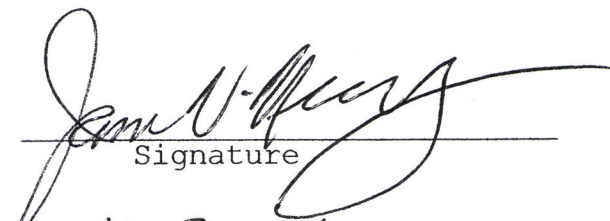
City of Peachtree City:

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

Reginald Frasier Scarfe duDomaine
Name

295 Highview Trace Fayetteville, GA 30215
Address

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



Signature
11-3-01

Date



Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Longhorn Steakhouse of Peachtree City	Business Location: 2633 Floy Farr Parkway	
Nature of Business: Restaurant	Mailing Address: 8215 Roswell Rd. Bldg 600 Atlanta, GA 30350	Business Phone Number: (770) 486-4791
Name of Licensee: Reginald F.S. duDomaine/ RARE Hospitality International, Inc.	Home Address: 295 Highview Trace, Fayetteville, GA 30215	Home Phone Number: (770) 719-8812
Name of License Representative: Scott Trammell	Home Address: 612 N. Fairfield Dr. Peachtree City, GA 30269	Home Phone Number: (770) 486-8607

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

Please complete information below (use separate sheet if necessary)

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the Individuals listed:	Please provide Home and Business Phone Numbers for Individuals listed:
RARE Hospitality International, Inc.	8215 Roswell Rd. Bldg 600 Atlanta, GA 30350	(770) 399-9595
Contact: Shonda Hanks, Licensing Coordinator	8215 Roswell Rd. Bldg 600 Atlanta, GA 30350	(770) 551-5468

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

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: City Clerk 

DATE: November 8, 2001

SUBJECT: Alcohol License –License Representative Change –
Holiday Inn Hotel & Suites

A request for a change in the License Representative has been submitted for Holiday Inn Hotel & Suites. Mr. Kai Wolter has requested to be appointed as the License Representative. The application and affidavit are attached for your review.

Mr. Wolter will attend the November 15th Council meeting to answer any questions you may have.

JSM:pd

Attachments



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

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

Kai Wolter
Name

131 Summer Brooke Peachtree City, GA 30269
Address

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


Signature
10-30-01
Date


Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: <i>Holiday Inn Hotel & Suites</i>	Business Location: <i>203 Newgate Rd PDC, GA</i>	
Nature of Business: <i>Hotel</i>	Mailing Address: <i>SAME AS ABOVE</i>	Business Phone Number: <i>770-487-4646</i>
Name of Licensee: <i>Mitesh Shah</i>	Home Address: <i>64 30022 395 Falls Point Trail Alpharetta</i>	Home Phone Number: <i>770-619-5565</i>
Name of License Representative: <i>Kai Walter</i>	Home Address: <i>131 Summer Brooke PDC 30269</i>	Home Phone Number: <i>770-631-8462</i>

Please indicate type of licenses applying for:

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

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
<i>Mitesh Shah</i>	<i>395 Falls Point Trail</i>	<i>770-619-5565</i>
	<i>Alpharetta, GA 30022</i>	

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager 

FROM: Paul Salvatore, Director of Financial Services P.S.

DATE: November 8, 2001

SUBJECT: GMA Bricks & Mortar Loan bids

Upon reviewing bids received this week for the GMA Bricks & Mortar loan, it was determined that the most favorable rate was offered by First Union National Bank of GA. The bids were based upon a fifteen-year term, with repayment being made in quarterly installments. Sufficient funds have been budgeted to cover the debt service payments on the loan, at the offered rate of 4.415%.

Therefore, staff recommends awarding the loan contract to the low bidder, First Union. Earle Taylor, of Kilpatrick & Stockton will draft the contract, and the closing should be complete by mid December. I have attached a copy of the GMA Bricks & Mortar Funding Program for your reference.

City of Peachtree City
GMA Bricks & Mortar Funding Program
Sources & Uses of Funds

Sources of Funds

Property Values	
<u>(Sale Proceeds)</u>	
<u>City Hall</u>	
Structure	\$2,108,200
Land	<u>\$1,189,898</u>
Total City Hall:	\$3,298,098
<u>Leach Fire Station (#81)</u>	
Structure	\$980,000
Land	\$180,000
Total Leach Station:	<u>\$1,160,000</u>
Total Sale Proceeds:	\$4,458,098
Interest Earnings:	<u>\$92,716</u>
Grand Total:	<u>\$4,550,814</u>

Uses of Funds

<u>Construction Costs</u>	<u>Amount</u>
<u>FY2002</u>	
Tennis Center Expansion	\$2,500,000
Amphitheater Improvements	200,000
Neely Station Improvements	427,175
Smoke & Burn Training Facility	394,200
Facility Buildout Plan (City Hall)	<u>148,157</u>
FY2002 Total:	\$3,669,532
<u>FY 2003</u>	
Hwy. 54 W. Utilities Relocation	\$100,000
Kedron Large Pool Resurfacing	50,000
Rockspray Spillway Bridge/Dock	61,000
Weber Sta. Storage & Driveway Repairs	<u>57,000</u>
FY2003 Total:	\$268,000
<u>FY 2004</u>	
Public Works 3-Bay Facility	\$100,000
Gazebo Restoration	50,000
Satellite Auto Shop Facility	228,750
Facility Buildout Plan (Public Works)	<u>234,532</u>
FY 2004 Total:	\$613,282
Grand Total:	<u>\$4,550,814</u>

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council

VIA: City Manager 

FROM: Director of Developmental Services 

DATE: November 8, 2001

SUBJECT: Proposed Centex Variance

Centex has requested another continuance on their public hearing for a variance for a proposed floodplain encroachment (copy attached). They have been working with the City Engineer on a plan that would reduce the amount of land disturbance to the point it would have a negligible impact on flood conditions in the area and, at the same time, would not result in a significant loss of trees.

This plan is requiring a great deal of work on the part of Centex and is requiring more time than anticipated when they initially filed the variance. Staff recommends that the continuance be granted to December 6 with the clear understanding the mitigation plan that is to be submitted may not necessarily be found to be acceptable. If that is the case, staff would continue to recommend against approval of a variance.

JBW/jir

Attachment

CENTEX HOMES

100 Governor's Trace, Suite 110
Fayetteville, Georgia 30215

Phone: 770-486-7373

Fax: 770-486-1595

November 7, 2001

Robert L. Lenox, Mayor
407 Bradford Point
Peachtree City, GA 30296

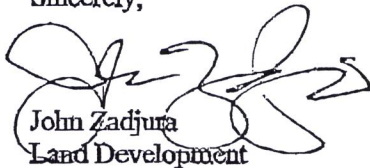
Re: Wilshire Estates – Variance, Land Development Ordinance

Dear Mr. Lenox,

Centex Homes would like to request a continuance of our November 15 variance hearing until the December 6 council meeting. We are trying to work out a solution that may not require a variance hearing.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,



John Zadjura
Land Development



cc: Jim Williams, Peachtree City
Darryl Colwell, Centex Homes
File

CENTEX HOMES

100 Governor's Trace, Suite 110
Fayetteville, Georgia 30215

Phone: 770-486-7373

Fax: 770-486-1595

October 31, 2001

Robert L. Lenox, Mayor
407 Bradford Point
Peachtree City, GA 30296

Re: Wilshire Estates - Variance, Land Development Ordinance

Dear Mr. Lenox,

Centex Homes would like to request a continuance of our November 1 variance hearing until the next council meeting. We feel that we may be able to work out a solution on the matter directly with the city that may not require a hearing.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,


John Zadjura
Land Development

cc: Jim Williams, Peachtree City
Darryl Colwell, Centex Homes
File



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Director of Administrative Services 

FROM: Director of Leisure Services 

DATE: Oct. 25, 2001

SUBJECT: New Ordinance 54-13 Animals in the Parks

The attached new ordinance is developed and recommended in order to assist our parks monitor and other recreation staff in controlling a growing problem we are encountering. Some pet owners, particularly those with dogs, are using city baseball fields, soccer fields, other sports fields, tennis courts and outdoor basketball courts to give their unleashed animals a large flat area in which to run. Fenced fields, such as baseball fields and the Riley football field and track, are especially attractive. More often than not, the dogs leave fecal evidence of having been there, and owners are not taking the responsibility of cleaning up after their pet. Our youth and adults participating in city-sponsored events are then forced to negotiate, and often come in contact with, that evidence. In addition, our city parks maintenance crews, who have to mow and care for the fields, also suffer from the consequences of the pet owners' negligence.

Tennis courts are being used, without permission, as dog training sites, again because they are fenced. This inappropriate use can scratch and mar the surface of specially surfaced courts, requiring more frequent costly resurfacing. In addition, dogs leave very visible evidence of their presence, in solid and liquid form, which is unsightly and which stains specially surfaced courts. This ordinance will enable us to control this sort of activity, but would allow us to offer dog-training classes on courts that are not specially surfaced.

In addition, the ordinance will ensure that people walking their animals in common areas of parks are responsible for removing and appropriately disposing of their animal's excrement, so that other park goers do not have to encounter it unexpectedly.

We have made other attempts to curtail this offensive activity by putting up signs at our fields and courts. However, the signs are often not heeded, and when our staff does attempt to confront offenders, they are often rebuffed with the reasoning that they have the "right" to use the fields for this purpose. Without a codified reference, when our common sense explanations fall on deaf ears, we have no further recourse. With this ordinance, we will be able to inform offenders of their code violation and contact the appropriate enforcement officials if they fail to comply.

Again, staff recommends approval of this new ordinance. If approved, we will modify the signs to identify the ordinance enforcing this policy.

AN ORDINANCE TO ADD ARTICLE I
SECTION 54-13 OF THE PEACHTREE CITY CODE OF ORDINANCES
AND TO PROVIDE FOR ANIMALS IN THE PARKS

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article I, Section 54-13 be added to read as follows:

Section 54-13. Animals in the parks.

(a) It shall be unlawful for any person who harbors, possesses or is in charge of a domestic restrained or unrestrained animal (such as dogs, cats, etc.) to bring said animal onto municipal athletic fields, specially surfaced tennis courts, and outdoor basketball courts.

(b) It shall be unlawful for any person to ride, graze or walk a horse or other type hoofed animal within municipal parks without obtaining permission from the Recreation Department.

(c) It shall be unlawful for any person who possesses, harbors, or is in charge of any animal not to immediately remove excrement deposited by the animal while in the municipal park. Animal excrement shall be removed from the park and disposed of in a sanitary means.

(d) It shall be the duty of any person having custody or control of any animal in the public park to have in such person's possession a device or equipment for picking up and removal of the animal excrement. The provisions of this section shall not apply to an animal aiding the handicapped (e.g., guide dog) or to an animal when in police or rescue activities.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this _____ day of _____ 2001.

Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: City Clerk 

DATE: November 8, 2001

SUBJECT: CERTIFY ELECTION RESULTS

Attached are the results of the November 6, 2001, General Election and the Special Bond Referendum for certification by Council.

JSM:gr

Attachments

STATE OF GEORGIA
COUNTY OF FAYETTE
CITY OF PEACHTREE City of Peachtree City

A General Election for the City of Peachtree City, Georgia, was held on November 6, 2001, pursuant to the Charter of Peachtree City and in accordance with the provisions of the Georgia Municipal Election code, to elect a Mayor and Councilmembers for Post 3 and Post 4, and to conduct a Special Bond Referendum.

The following report is hereby submitted by Jane Miller, City Clerk.

There were 18,268 registered voters eligible to vote in the election.

6,261 ballots were cast by the electors including absentee ballots.

The following votes were cast:

MAYOR

Steve Brown	2,851	46.41%
Dan Lakly	1,311	21.34%
Frank Murphy	569	9.26%
Gary Rower	1,412	22.99%

POST 3

Nancy Faillo Faulkner	1,749	29.68%
Steve Rapson (Incumbent)	4,144	70.32%

POST 4

Alison Chambers	1,292	22.45%
Carol Fritz (Incumbent)	1,920	33.36%
Jerry Ostrowski	369	6.41%
Murray Weed	2,175	37.79%

BOND 1 – Airport Authority Refinancing

Yes	4,416	72.44%
No	1,680	27.25%

BOND 2 – Drake Field Improvements

Yes	2,653	43.72%
No	3,415	56.28%

BOND 3 – Playgrounds/Picnic Shelters

Yes	2,928	47.98%
No	3,174	52.02%

BOND 4 – Kedron Fieldhouse Expansion

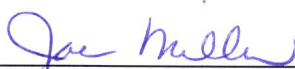
Yes	2,336	38.40%
No	3,747	61.60%

BOND 5 – Community Center Purchase

Yes	2,528	41.51%
No	3,562	58.49%

A copy of the results by precinct is attached.

Submitted to City Council for certification this 15th day of November, 2001.



Jane Miller, City Clerk

	Airport	Drake Field	Playground and	Kedron Fieldhouse	Community
	Refinancing	Improvement	Picnic Shelter	Expansion	Center
	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Shakerag East #11	211 / 111	140 / 180	143 / 177	115 / 205	125 / 195
Shakerag West #12	257 / 121	165 / 210	179 / 200	134 / 243	177 / 201
McIntosh #16	393 / 132	211 / 314	239 / 285	210 / 317	193 / 330
Oak Grove #17	206 / 91	129 / 168	157 / 141	120 / 175	136 / 161
Kedron #18	310 / 100	192 / 220	199 / 211	169 / 242	178 / 232
Aberdeen #19	367 / 138	223 / 277	215 / 285	182 / 316	197 / 303
Windgate #20	189 / 97	120 / 166	143 / 144	106 / 180	130 / 156
Flat Creek #21	300 / 92	154 / 243	168 / 224	111 / 280	156 / 238
Braelinn #22	620 / 199	385 / 425	432 / 385	315 / 501	389 / 428
Fielding Ridge #31	582 / 207	343 / 438	385 / 398	384 / 402	293 / 490
Willowbend #32	393 / 176	248 / 322	298 / 278	216 / 355	233 / 340
Camp Creek #33	373 / 146	215 / 304	241 / 285	173 / 347	213 / 309
Absentee	215 / 70	128 / 157	129 / 161	101 / 184	108 / 179
TOTAL	4416/1680	2653 / 3415	2928 / 3174	2336 / 3747	2528 / 3562

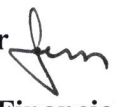
Peachtree City General Election
November 6, 2001

	Mayor	Lakly	Murphy	Rower	Post 3		Post 4				
	Brown				Faulkner	Rapson	Chambers	Fritz	Ostrowski	Weed	
Shakerag East #11	119	109	47	45	113	194	94	97	14	94	
Shakerag West #12	139	111	33	100	116	253	91	114	32	124	
McIntosh #16	249	70	49	158	157	351	102	184	28	189	
Oak Grove #17	139	64	28	61	84	196	60	96	26	89	
Kedron #18	209	86	34	85	114	284	99	112	19	161	
Aberdeen #19	189	141	61	126	113	390	89	168	25	190	
Windgate #20	112	106	18	51	106	177	77	85	17	82	
Flat Creek #21	188	80	26	97	115	263	71	159	19	118	
Braelinn #22	361	156	72	227	235	530	145	300	73	251	
Fielding Ridge #31	447	97	84	165	203	549	182	193	32	336	
Willowbend #32	371	91	49	73	159	401	137	114	32	265	
Camp Creek #33	216	138	51	119	169	342	106	204	30	156	
Absentee	112	62	17	105	65	214	39	93	22	120	
TOTAL	2851	1311	569	1412	1749	4144	1292	1919	369	2175	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager 

FROM: Paul Salvatore, Director of Financial Services *P.S.*

DATE: November 8, 2001

SUBJECT: Amendment to Sewer System Agreement

Attached to this memo (see Attachment 1) is the *First Amendment to Sewer System Agreement*, drafted by bond counsel Earle Taylor. This amendment is to extend the Master Bond Resolution that was adopted May 15, 1997, upon issuance of the Series 1997A and Series 1997B Sewer System Revenue Bonds. By adopting this amendment, all the terms and conditions of the original Master Bond Resolution will be extended to include the Series 2002 Sewer System Revenue Bonds that WASA is now preparing to issue.

The main purpose of the city cosigning this agreement is to guarantee repayment of the bonds (in the unlikely event that WASA defaults on repayment of the bonds) by pledging the city's Ad Valorem taxation authority. By placing such a guarantee on the debt, we can expect to improve WASA's bond rating, thereby allowing them to obtain a more favorable interest rate on the bonds. This will help to keep sewer rates down for WASA customers since sewer system revenues are used to repay the bonds.

Several *Special Covenants* also protect the city in the agreement (see Attachment 2) against default by WASA. Perhaps most significant is the provision that the city can demand repayment of any cash outlays made on WASA's behalf, along with 12% per annum interest, from future deposits to the authority's Renewal & Extension Fund. Considering current interest rates, this is a good incentive not to default! The city also has the right to monitor WASA's financial health by requesting monthly financial statements, in addition to receiving a copy of their annual audit and budget. They are also prohibited from extending the sewer system outside the corporate limits of the city without first obtaining Council's consent.

I would also like to mention that the Series 2002 Bonds would not count against the city's statutory debt limitation, i.e. the issuance of these new bonds by WASA will not affect the city's capacity to borrow money through the issuance of bonds.

Considering the benefits that will be achieved (lower interest rate/sewer fees) and the relatively minimal risks involved, staff recommends that Council accept the *First Amendment to Sewer System Agreement* by signing the attached (see attachment 3) adoption resolution. The city attorney and other staff members will be present at the November 15 Council Meeting to address any questions or concerns that you may have regarding this agreement.

FIRST AMENDMENT TO SEWER SYSTEM AGREEMENT

by and between

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

and

PEACHTREE CITY

Dated as of _____, 2001

FIRST AMENDMENT TO SEWER SYSTEM AGREEMENT

THIS FIRST AMENDMENT TO SEWER SYSTEM AGREEMENT (this "First Amendment") is entered into as of _____, 2001, by and between the **PEACHTREE CITY WATER AND SEWERAGE AUTHORITY** (the "Authority"), a public corporation created and existing under the laws of the State of Georgia, and **PEACHTREE CITY** (the "City"), a municipal corporation created and existing under the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the Authority, by a Master Bond Resolution duly and validly adopted on May 15, 1997 (the "Master Bond Resolution"), authorized, issued, and delivered \$25,895,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997A (the "Series 1997A Bonds"), now outstanding in the aggregate principal amount of \$25,865,000, and authorized, issued, and delivered \$1,450,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997B (the "Series 1997B Bonds"), now outstanding in the aggregate principal amount of \$200,000; and

WHEREAS, the Authority and the City entered into a Sewer System Agreement (the "Original Contract"), dated as of May 1, 1997, under the terms of which (1) the Authority agreed to operate its sewer system as a public sewer system and to make its sewer facilities and services available to residents of the City, and (2) the City agreed (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay when due the principal of, premium, if any, and interest on the Series 1997A Bonds, the Series 1997B Bonds, and any other Contract Supported Bonds (as defined in the Original Contract) which may be issued, to the extent the net operating revenues of the sewer system are insufficient for such purposes, and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, without limitation as to rate or amount, as may be necessary to produce in each year revenues which are sufficient to fulfill the City's obligations under the Original Contract; and

WHEREAS, the Authority has determined that there is a need for the improvement, betterment, and extension of its sewer system, all in accordance or substantially in accordance with the "Design Development Report", dated June 15, 2001, prepared by the Authority's consulting engineers, ARCADIS Geraghty & Miller, Inc.; and

WHEREAS, the Authority has determined that it is in the best interests of the citizens of the City for the Authority to make the additions, extensions, and improvements to its sewer system described above and to finance the costs of the foregoing by issuing its Sewer System Revenue Bonds, Series 2002, in the original aggregate principal amount not to exceed \$17,000,000 (the "Series 2002 Bonds"); and

WHEREAS, the Authority will adopt a Series 2002 Bond Resolution (the "Series 2002 Bond Resolution"), authorizing the issuance of the Series 2002 Bonds for the purpose of financing the costs of improving, bettering, and extending its sewer system and financing the costs of issuing the Series 2002 Bonds; and

ARTICLE III

ISSUANCE OF SERIES 2002 BONDS; DISBURSEMENT OF PROCEEDS; COMPLETION OF THE SERIES 2002 PROJECT

Section 3.1. Agreement to Issue Series 2002 Bonds. The Authority agrees that it shall issue the Series 2002 Bonds containing the terms, including principal amounts, interest rates, and maturities, to be set forth in the Series 2002 Resolution and use the proceeds of the Series 2002 Bonds to pay the costs of improving, bettering, and extending the System and pay the costs of issuing the Series 2002 Bonds.

Section 3.2. Completion of the Series 2002 Project. The Authority hereby agrees to complete the improvement, betterment, and extension of the System, all in accordance or substantially in accordance with the "Design Development Report," dated June 15, 2001, prepared by the Authority's consulting engineers, ARCADIS Geraghty & Miller, Inc..

Section 3.3. Disbursement of Proceeds under and in Compliance with the Bond Resolution. The proceeds of the sale of the Series 2002 Bonds shall be deposited in the funds and accounts as provided in the Bond Resolution and shall be disbursed and used for the purposes, and in accordance with the terms and conditions, set forth in the Bond Resolution.

ARTICLE IV

CONTRACT SUPPORTED BONDS

Section 4.1. Contract Supported Bonds. The Series 2002 Bonds shall constitute Contract Supported Bonds. The City hereby directs the Authority to designate the Series 2002 Bonds as Contract Supported Bonds in the Series 2002 Resolution.

ARTICLE V

SPECIAL COVENANTS OF CITY

Section 5.1. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2002 Disclosure Certificate (as defined in the Series 2000 Resolution). Notwithstanding any other provision of this Contract, failure of the City to comply with the Series 2002 Disclosure Certificate shall not be considered an event of default under this Contract; however, any beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific

IN WITNESS WHEREOF, the Authority has caused this First Amendment to be executed by its Chairman and its official seal to be hereunto affixed and attested by its Secretary, and the City has caused this First Amendment to be executed by its Mayor and its official seal to be hereunto affixed and attested by its City Clerk, all as of the date first above written.

**PEACHTREE CITY WATER AND
SEWERAGE AUTHORITY**

(AUTHORITY SEAL)

By: _____
Chairman

Attest:

Secretary

PEACHTREE CITY

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

ARTICLE VI

SPECIAL COVENANTS OF THE AUTHORITY

Section 6.1. Operating Budgets. The Authority shall prepare and furnish to the City an annual operating budget for each Fiscal Year at least 30 days prior to its adoption by the Authority.

Section 6.2. Financial Statements. The Authority will have an audit of the financial statements of the System performed at the end of each Fiscal Year and will cause such audit to be completed within one hundred eighty (180) days of the end of each Fiscal Year. The Authority will furnish the City with a copy of its audited financial statements promptly upon completion of the annual audit.

Section 6.3. Financial Information. If requested by the City, the Authority will furnish to the City unaudited monthly financial statements showing income and expenses of the System in reasonable detail.

Section 6.4. Transfers to City. The Authority shall, upon the written request of the City and if and to the extent there are available moneys on deposit in the Renewal and Extension Fund, transfer moneys on deposit in the Renewal and Extension Fund to the City; provided, however, the cumulative amount of such mandatory transfers described in this Section 6.4 shall at no time exceed the cumulative amount of Contract Payments then made hereunder plus interest thereon calculated at the rate of 12% per annum.

Section 6.5. Capital Expenditures. The Authority shall not pay any capital expenditures in any Fiscal Year unless the amount and purpose of such capital expenditures are set forth in a capital improvement plan or budget which has been approved by resolution of the Council of Peachtree City. The obligations of the Authority in this Section 6.5 shall terminate and be of no further force or effect commencing in Fiscal Year 2001.

Section 6.6. Extension of System Outside Corporate Limits of City. The Authority shall not extend the System or enter into any contract or commitment to extend the System outside the corporate limits of the City, unless such extension, contract, or commitment is approved by resolution of the Council of Peachtree City.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Entire Contract; Amendments. This Contract contains the entire agreement of the City and the Authority relating to the matters covered by this Contract. No representation, promise, or understanding has been made, and no

AUTHORIZING RESOLUTION

WHEREAS, the Peachtree City Water and Sewerage Authority (the "Authority"), by a Master Bond Resolution duly and validly adopted on May 15, 1997 (the "Master Bond Resolution"), authorized, issued, and delivered \$25,895,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997A (the "Series 1997A Bonds"), now outstanding in the aggregate principal amount of \$25,865,000, and authorized, issued, and delivered \$1,450,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997B (the "Series 1997B Bonds"), now outstanding in the aggregate principal amount of \$200,000; and

WHEREAS, the Authority and Peachtree City (the "City") entered into a Sewer System Agreement (the "Original Contract"), dated as of May 1, 1997, under the terms of which (1) the Authority agreed to operate its sewer system as a public sewer system and to make its sewer facilities and services available to residents of the City, and (2) the City agreed (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay when due the principal of, premium, if any, and interest on the Series 1997A Bonds, the Series 1997B Bonds, and any other Contract Supported Bonds (as defined in the Original Contract) which may be issued, to the extent the net operating revenues of the sewer system are insufficient for such purposes, and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, without limitation as to rate or amount, as may be necessary to produce in each year revenues which are sufficient to fulfill the City's obligations under the Original Contract; and

WHEREAS, the Authority has determined that there is a need for the improvement, betterment, and extension of its sewer system, all in accordance or substantially in accordance with the "Design Development Report," dated June 15, 2001, prepared by the Authority's consulting engineers, ARCADIS Geraghty & Miller, Inc.; and

WHEREAS, the Authority has determined that it is in the best interests of the citizens of the City for the Authority to make the additions, extensions, and improvements to its sewer system described above and to finance the costs of the foregoing by issuing its Sewer System Revenue Bonds, Series 2002, in the original aggregate principal amount not to exceed \$17,000,000 (the "Series 2002 Bonds"); and

WHEREAS, the Authority will adopt a Series 2002 Bond Resolution (the "Series 2002 Resolution"), authorizing the issuance of the Series 2002 Bonds for the purpose of financing the costs of improving, bettering, and extending its sewer system and financing the costs of issuing the Series 2002 Bonds; and

WHEREAS, the Authority and the City propose to enter into a First Amendment to Sewer System Agreement (the "First Amendment"), the form of which has been filed with the City and submitted to the Council of Peachtree City, in order to amend the Original Contract to approve the issuance of the Series 2002 Bonds as Contract Supported Bonds and to designate the Series 2002 Bonds as Contract Supported Bonds; and

WHEREAS, the Series 2002 Resolution will set forth, among other things, the interest rates that the Series 2002 Bonds will bear and the principal amount of the Series 2002 Bonds that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Authority will furnish the City with a certified copy of the Series 2002 Resolution in order that any payments required to be made by the City under the Original Contract, as supplemented by the First Amendment, may be accurately computed and conclusively established; and

WHEREAS, after careful study and investigation, the City desires to enter into the First Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Council of Peachtree City as follows:

1. The form, terms, and conditions and the execution, delivery, and performance of the First Amendment, which has been filed with the City, are hereby approved and authorized. The First Amendment shall be in substantially the form submitted to the Council of Peachtree City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tem of the City, whose approval thereof shall be conclusively evidenced by the execution of the First Amendment.

2. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute on behalf of the City the First Amendment, and the City Clerk is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tem and City Clerk of the City are authorized and directed to deliver the First Amendment on behalf of the City to the other party thereto, and to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2002 Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3. This Resolution and the First Amendment, as approved by this Resolution, which is hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 15th day of
November 2001.

PEACHTREE CITY

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, **JANE S. MILLER**, the duly appointed, qualified, and acting City Clerk of Peachtree City (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on November 15, 2001, by the Council of Peachtree City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this ____ day of November 2001.

(SEAL)

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Councilmembers

VIA: Jim Basinger 

FROM: Jane Miller 

DATE: November 8, 2001

SUBJECT: Amendment to Ordinance Regarding Annual License Fees

As you may know, insurance companies pay an annual license fee in order to write insurance in municipalities whether they are located there or not. This is allowed by Georgia law and the license fee is established based on a municipality's population. In the past, we charged \$75.00 per company with another \$26.25 for additional locations. Due to the 2000 census data indicating that Peachtree City has a population over 30,000, state law now allows for the annual fee to increase to \$100.00 with \$35.00 for additional locations.

Attached for your consideration is an ordinance amendment reflecting the increased fees. The City Attorney will be at the meeting to answer any questions you may have.

/jsm

Attachment

AN ORDINANCE TO AMEND ARTICLE III
SECTION 74-92 OF THE PEACHTREE CITY CODE OF ORDINANCES
AND TO PROVIDE FOR ANNUAL LICENSE FEES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section III, Section 74-92 be amended to read as follows:

Section 74-92. Annual license fees.

(a) *Levied.* There is hereby levied for the year 2002 and for each year thereafter an annual license fee upon each insurer doing business within the city in the amount of one hundred dollars (\$100.00). For each separate business location in excess of one not covered by subsection (b) of this section, which is operating on behalf of such insurers within the city, there is levied a license fee in the amount of \$100.00. For the purposes of this section, the term "insurer" means a company which is authorized to transact business in the class of insurance designated in O.C.G.A. Sec. 33-3-5(1).

(b) *Insurers insuring certain risk at additional business locations.* There is hereby levied for the year 2002 and for each year thereafter for each separate business location, not otherwise subject to a license fee under this section; operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales, offers, solicits or takes application for insurance through a licensed agent of a life insurer for life insurance, the insurer shall pay an additional license fee of \$35 per location.

(c) *Agency license fees; independent insurance agencies, brokers not otherwise licensed.* There is hereby levied for the year 2002 and for each year thereafter an annual license fee upon independent agencies and brokers for each separate business location from which an insurance business is conducted and which is not subject to the company license fee imposed by subsection (a), in the amount of \$100.00 for each such location within the city.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this _____ day of _____ 2001.

Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
VIA: City Manager 
FROM: Director of Developmental Services 
DATE: November 8, 2001
SUBJECT: Metro Van Pool

Mr. Herb Wood of Metro Van Pool is interested in starting a van pool service in Peachtree City. We have had numerous meetings with Mr. Wood and his staff to discuss ways we could be of assistance in his efforts. Also, Mr. Wood has made presentations to both the LCI Study Committee and the Planning Commission.

It appears that Mr. Wood's company is willing and able to provide a simple and straight-forward service that would help to reduce traffic congestion, improve air quality within the region, and provide our residents with a desirable alternative to their daily commutes.

The service offered by Mr. Wood is consistent with the goals and objectives of our Land Use Plan, our LCI Plan, and the State's Clean Air Program. Staff recommends that Council endorse the service and offer Mr. Wood some assistance in establishing the service for the residents of the City.

Mr. Wood has provided the following documents for your information prior to the meeting:

- Information Brochure;
- Elements of a "Turnkey" Commuter Vanpool Service;
- List of References;
- Business History; and
- Suggestion for a Possible Memorandum of Understanding

Metro Van Pool
Page 2
November 8, 2001

Also included with this memo are the following documents provided by Ms. Kelley Nardell-Powell, a representative of the Georgia EPD Clean Air Campaign:

- Solve Your Own Traffic Problem;
- Ozone and Your Health; and
- The 2001 Pace Awards

Ms. Nardell-Powell is planning to attend the Council meeting along with Mr. Wood.

JBW/jir

Attachments

POSITION PAPER
Proposed Easement: 138 Rockspray Ridge
Director of Developmental Services
November 6, 2001

Situation:

The owner of the house at 138 Rockspray Ridge desires to sell the property. A title search by the prospective purchaser discovered that the existing driveway encroaches into the adjoining City-owned greenbelt. The owner has requested an easement to correct the encroachment and allow him to close on his pending sale (Attachment "A").

Facts:

1. The house was originally constructed in 1985. The driveway encroachment was included with the initial construction.
2. The builder moved the driveway off the lot in order to avoid a catch basin that exists in front of the lot.
3. The property apparently has been sold on four previous occasions without the encroachment being discovered.
4. The total easement area would equal less than 400 square feet at the northwest corner of the greenbelt (Attachment "B").

Recommendation:

The staff recommends the easement be granted to correct a problem that has gone undetected by all concerned for over 15 years. Moving the driveway would seem to be a severe penalty for an owner who had nothing to do with the creation of the problem. In consideration for the easement, the staff recommends the City charge the owner \$10.00.

If Council decides to grant the easement, a Driveway Easement Document has been prepared for execution. It is also included with this memo as "Attachment C."

JBW/jir

Attachments "A" – "C"

October 16, 2001

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

Dear Mr. Williams,

We are submitting two recent surveys and pictures regarding the drive way to our home located at 138 Rockspray Ridge Peachtree City, Georgia.

We are requesting that the city record the apparent easement that has been in place since the home was built in 1985. It has transferred ownership four times and since mortgage companies do not always require a survey, it has never been an apparent issue in transferring ownership.

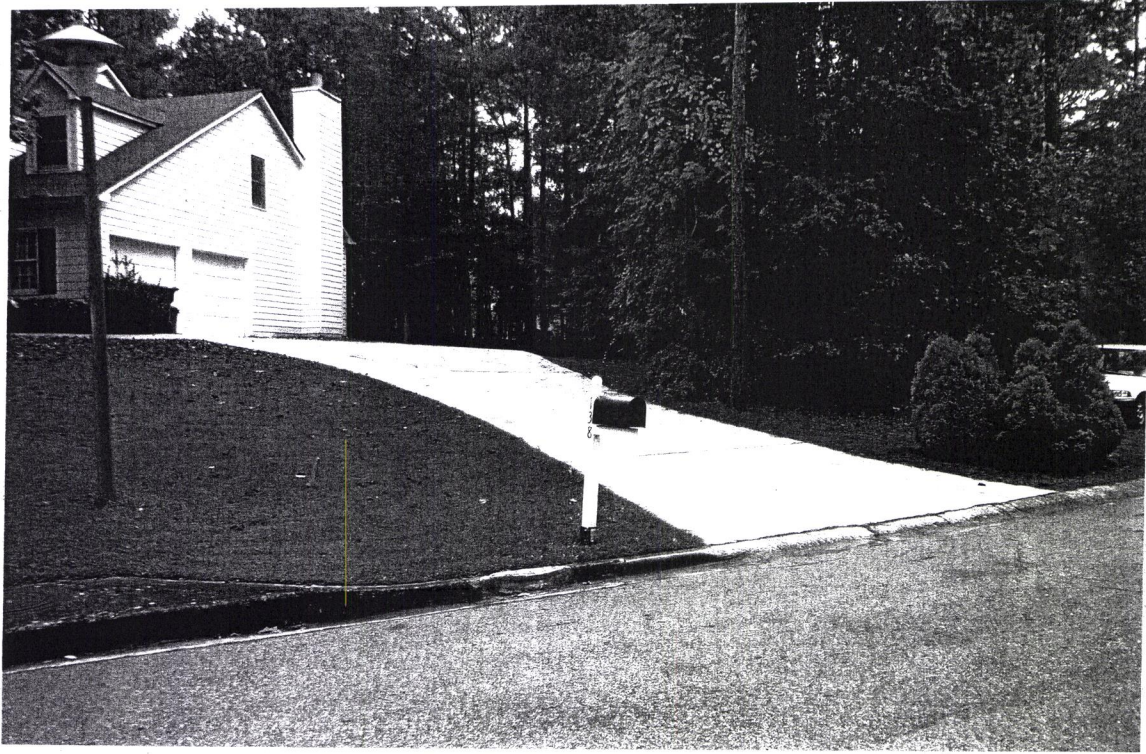
Currently, our home is undercontract, and the purchasers did order a survey which showed the drive-way to be slightly in the city's greenbelt area. We are submitting a survey which indicates the exact easement needed. When the concrete drive was being poured, the contractor swung the driveway to the left so that it would not hinder the sewer drainage hole which was located to the right.

We appreciate your consideration in this matter so that we can continue to fulfill our contractual obligation to sell our home.

Respectfully submitted,



Paul and Debra Spitale



After recording, return to:

Slepian & Schwartz, L.L.C.
42 Eastbrook Bend
Peachtree City, Georgia 30269

STATE OF GEORGIA
COUNTY OF FAYETTE

DRIVEWAY EASEMENT

THIS DRIVEWAY EASEMENT granted this ____ day of December, 2001, by **The City of Peachtree City** (hereinafter referred to as "Grantor") to **Paul J. Spitale** and **Deborah K. Spitale** (hereinafter collectively referred to as "Grantee").

W I T N E S S E T H:

WHEREAS, Grantee is the owner of a tract of land located in Land Lot 40 of the 6th District of Fayette County, Georgia, and being Lot 84, Rockspray Subdivision, as per plat thereof recorded in Plat Book 16, Pages 52 through 54, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference (hereinafter referred to as the "Grantee's Property");

WHEREAS, Grantor is the owner of an adjoining tract of greenbelt area more particularly shown and designated as "City Greenbelt Area" on that certain plat of survey prepared by Delta Surveyors, Inc., registered land surveyors, for Kenichi Inoue, dated 10/11/01 a copy of said plat being attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as "Grantor's Property"); and

WHEREAS, Grantor desires to grant to Grantee for the benefit of the Grantee's Property certain easements over the Grantor's Property, for the purposes hereinbelow indicated.

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), the promises herein contained, and other valuable consideration, in hand paid each party hereto unto the other, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1.

Grantor hereby grants, conveys, and confirms to Grantee, and to the successors in interest and assigns of Grantee with respect to the Grantee's Property, for the use, benefit, and enjoyment of Grantee and its successors in interest and assigns to the Grantee's Property, and their respective tenants, employees, invitees, agents, independent contractors, customers and guests, a perpetual easement in, to, over, across, and through the following portion of Grantor's property, to wit:

All that tract or parcel of land lying and being in Land Lot 40 the 6th District, Fayette County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a point formed by the intersection of the northeasterly right-of-way line of Rockspray Ridge (a 50 foot right-of-way) with the westerly right-of-way line of Grapevine Curve (a 50 foot right-of-way); run thence in northwesterly direction along the northeasterly right-of-way line of Rockspray Ridge, and following the curvature thereof, a distance of 372.39 feet to a ½ inch rebar set; run thence North 82 degrees 04 minutes 08 seconds East a distance of 15.06 feet to a point and the TRUE POINT OF BEGINNING; run thence South 44 degrees 41 minutes 33 seconds West a distance of 10.92 feet to a point located on the northeasterly right-of-way line of Rockspray Ridge; run thence in a Southeasterly direction along the northeasterly right-of-way line of Rockspray Ridge, and along the arc of a curve, an arc distance of 13.06 feet, said arc having a chord bearing South 55 degrees 04 minutes 05 seconds East a chord distance of 13.06 feet, to a point located on the northeasterly right-of-way line of Rockspray Ridge; run thence North 40 degrees 15 minutes 19 seconds East a distance of 12.11 feet to a point; run thence North 51 degrees 00 minutes 17 seconds East a distance of 14.42 feet to a point; run thence South 82 degrees 04 minutes 08 seconds West a distance of 22.27 feet to a point and the TRUE POINT OF BEGINNING; said tract or parcel of land being more particularly shown on that certain plat of survey prepared by Delta Surveyors, Inc., registered land surveyors, for Kenichi Inoue, dated 10/11/01 a copy of said plat being attached hereto as Exhibit "A" and incorporated herein by this reference;

for the purpose of using a portion of said property as a driveway to access the improvements now or hereafter constructed on the Grantee's Property.

2.

Grantee may, when deemed necessary in the reasonable discretion of Grantee, maintain, repair, and/or replace any pavement of said driveway referred to hereinabove; provided, however, (i) that no cost or expense shall be incurred by Grantor in connection with the maintenance, repair, or replacement of the driveway or other improvements now or hereafter located on Grantor's Property pursuant to this Driveway Easement, (ii) that Grantor's Property shall be returned to its original condition as soon as reasonably possible after such maintenance, repair, or replacement is completed, and (iii) that all such maintenance, repair and replacement shall be done in a timely and safe manner.

3.

This Easement shall be binding upon and shall inure to the benefit of Grantor and Grantee, and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, Grantor has hereunto caused these presents to be executed under seal as of the date first above written.

GRANTOR:

Signed, sealed and delivered in
the presence of:

The City of Peachtree City

Unofficial Witness

By: _____
Its: _____

Notary Public

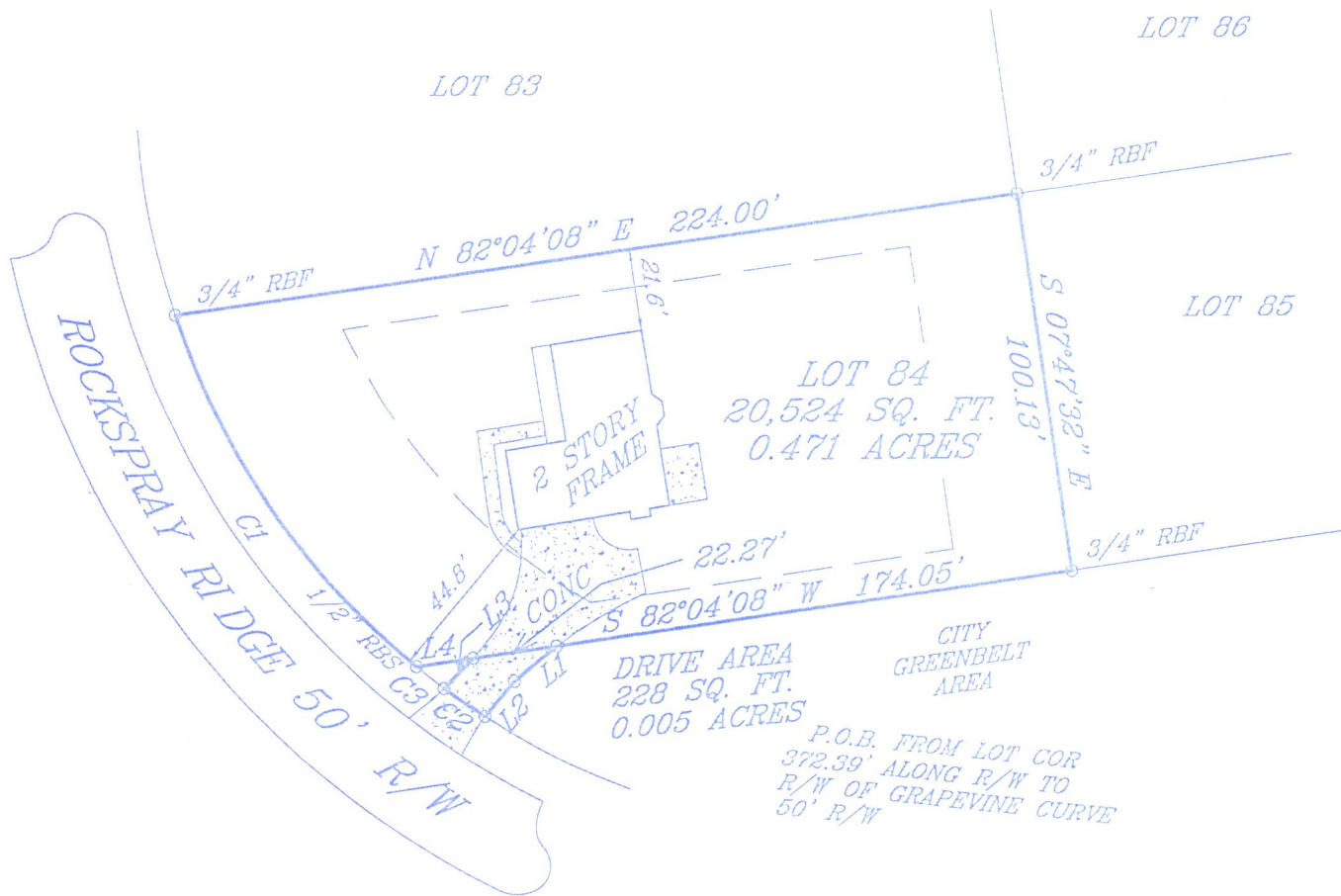
My Commission Expires:

[SEAL]

[NOTARY SEAL]

CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING
C1	200.00'	113.30'	111.79'	N 34°19'53" W
C2	200.00'	13.06'	13.06'	N 55°04'05" W
C3	200.00'	9.21'	9.21'	N 51°52'43" W

LINE	BEARING	DISTANCE
L1	S 51°00'17" W	14.42'
L2	S 40°15'19" W	12.11'
L3	N 44°41'33" E	10.92'
L4	N 82°04'08" E	15.06'

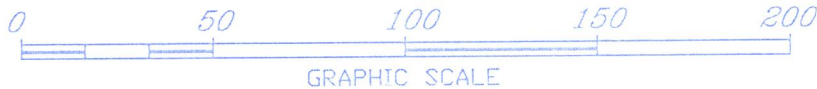


LEGEND

IPF=IRON PIN FOUND
IPS=IRON PIN SET
R/W=RIGHT OF WAY
MAG= MAGNETIC
P.O.B.=POINT OF BEGINNING
B/L=BUILDING LINE
D.E.=DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
F.W.P.D. = FIELD WORK
PERFORMED DATE

DECLARATION IS MADE TO ORIGINAL PURCHASER
OF THE SURVEY. ANY USE BY THIRD PARTIES IS
AT THEIR OWN RISK.
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

According to reference plat
this property does not
lie within a flood hazard area
unless noted otherwise.



CLOSURE DATA:

Field Closure: 1 in 20,000'+
Angle Point Error: 00"
Equipment Used: wild T1000 & EDM
Adjustment Method: Compass
Plat Closure: 1' in 100,000'+

Prepared For:

KENICHI INOUE

Subdivision: ROCKSPRAY

Lot: 84

P.B. 16 PG. 36-38

Land Lot: 40

District: 6TH

County: FAYETTE, GA.

F.W.P.D.: 10/10/01

Scale: 1" = 50'

Date: 10/11/01

Job No: 01-0828

DELTA SURVEYORS, INC.

surveyors planners development consultants
770-460-9342 ~ (fax) 770-460-7114

P.O. BOX 571
FAYETTEVILLE, GA. 30214



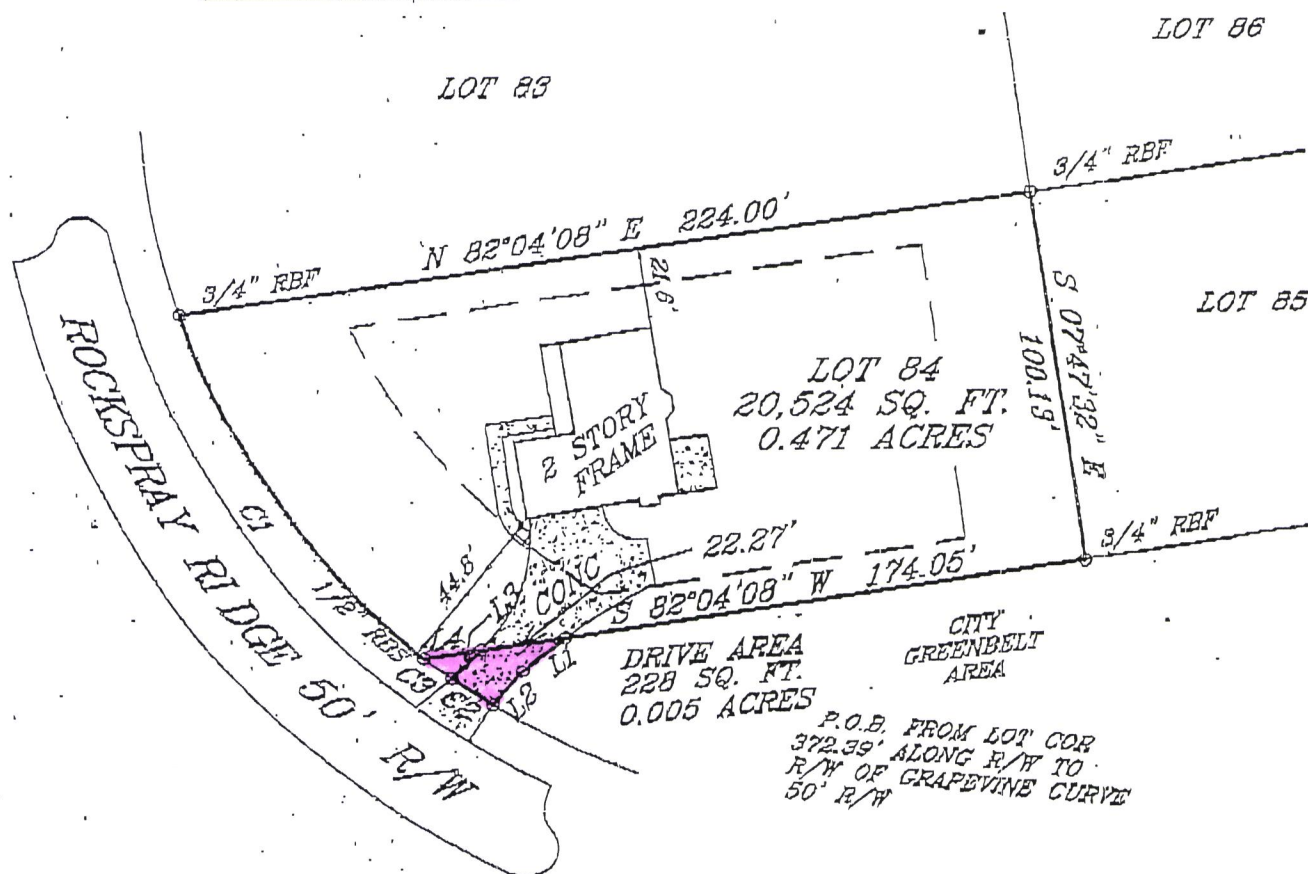
JOHN 3:16

RTG



CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING
C1	200.00'	113.30'	111.79'	N 34°19'53" W
C2	200.00'	13.08'	13.08'	N 55°04'05" W
C3	200.00'	9.21'	9.21'	N 51°52'43" W

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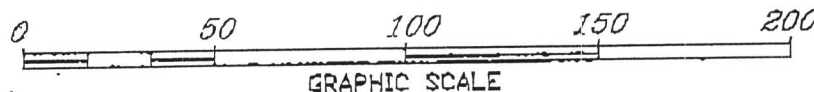


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 OF THE SURVEY. ANY USE BY THIRD PARTIES IS
 AT THEIR OWN RISK.
 SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
 SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

According to reference plot
 this property does not
 lie within a flood hazard area
 unless noted otherwise.



CLOSURE DATA:

Field Closure: 1 in 20,000+
 Angle Point Error: 00"
 Equipment Used: wild T1000 & EDM
 Adjustment Method: Compass
 Plot Closure: 1' in 100,000+



Prepared For:

KENICHI INOUE

Subdivision: ROCKSPRAY

Lot: 84

P.B. 16 PG. 96-98

Land Lot: 40

District: 6TH

County: FAYETTE, GA.

F.W.P.D.: 10/10/01

Scale: 1" = 50'

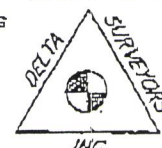
Date: 10/11/01

Job No: 01-0828

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JOHN 3:16

RTG.