

City Council of Peachtree City
Agenda
November 1, 2007
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Proclamation – National Hospice Month
 - George Martin, PTC Running Club - Presentation to Police Dept. Vest Fund
 - Presentation of Appreciation from Touch the World and the Rotary Club
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - October 18, 2007, Regular Meeting
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Contract with Fayetteville Main Street Tourism Association for Youth Council Concert at Villages Amphitheater
 - 2. Consider Proposed Changes to PCTA Board (Agenda Item #10-07-05)
- IX. Old Agenda Items
 - 08-07-02 Staff Report on Traffic and Cart Path Issues on Peachtree Parkway
 - 10-07-12 Public Hearing – Consider Amendment to Art. X, Sec. 1006(f), GC Commercial District Regarding Maximum Building Heights
 - 10-07-17(a) Consider Ordinance Amendment – Additional Alcohol Licenses for Same Location
 - 10-07-17(b) Discuss Alcohol Ordinance – Special Events, Brown Bagging, Definition of Premises
- X. New Agenda Items
 - 11-07-01 Public Hearing – Consider Rezoning, SR 74 South, GI to LUI (SANY)
 - 11-07-02 Public Hearing – Reaffirm Multi-family Moratorium
 - 11-07-03 Consider Bid for Street Resurfacing – Fall 2007
 - 11-07-04 Consider Ordinance Amendment – Fireworks on City Property
 - 11-07-05 Consider Reclassification/Additional Positions – Library
 - 11-07-06 Consider Reclassification of Position – Kedron Fieldhouse
 - 11-07-07 Consider Committee Report and Name for the West Village
 - 11-07-08 Discuss RFP Requirements for Residential Sanitation Franchise
 - 11-07-09 Consider Ordinance Amendment – Impact Fee Appeal Process
 - 11-07-10 Consider Employee Dental Insurance
 - 11-07-11 Consider Reclassification of Stormwater Positions to Include Crew Leader & Heavy Equipment Operator Positions
- XI. Council/Staff Topics
 - Library Commission Update
- XII. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
October 18, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, October 18, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Mike Harman, Stuart Kourajian, and Cyndi Plunkett.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Jay Hughes for 10 years of service in the Police Department and City Engineer Dave Borkowski as the 3rd quarter Supervisor of the Quarter.

Public Comment

Bill Holland addressed Council and asked them to consider postponing any future development until there was at least six months of water available.

Minutes

Boone moved to approve the October 1, 2007, workshop minutes and the October 4, 2007, regular meeting minutes as written. Kourajian seconded. The motion carried unanimously.

Consent Agenda

1. Consider Appointments to WASA – Tim Meredith and Phil Mahler

Harman moved to approve the consent agenda. Boone seconded. The motion carried unanimously.

Old Agenda Items

09-07-01 Consider Rezoning – Stephens Tract, GI to LUC (Dominion-Somerby)

City Manager Bernard McMullen noted that Council had an e-mail on the dais from Bill Holland dated October 18, 2007, with the subject, "Development proposals on the Council agenda for this evening October 18, 2007."

John Gorecki of Dominion Partners addressed Council. He noted that the plan had been revised three times, and they were prepared to modify it again to make it attractive to the community. They were prepared to reduce the size by 66 units, would partner with the City and donate 50 acres of greenbelt land along the property's southern border as a natural buffer, and would contribute \$25,000 to the City immediately to improve the greenbelt into a usable area for City recreation. In addition, Gorecki said they would dedicate to the City a 10-foot natural buffer along the six-acre tract by Meade Field to clear up an existing encroachment by the City onto their property and maintain a dedicated 40-foot buffer along the 10-foot strip to assure the City's recreation property was buffered from the age-restricted homes. He continued that they had agreed to assist the City and the supporters of Meade Field to build public restrooms, athletic equipment storage, and a concession area using their capital and in-kind donations of their architect, civil engineer, general contractor, and a small number of subcontractors. They also agreed that when they were ready to develop the six acres, they would offer the property to the City at their actual land basis before proceeding with development. Gorecki said they had also agreed to construct a cart tunnel north of their site that would connect both sides of Rockaway Road at the south property line of Meade Field and had earmarked \$200,000 for the construction.

Gorecki continued that there had been a wide array of questions and comments regarding the community. He gave a PowerPoint presentation that he hoped would answer some of them. (A copy of the PowerPoint presentation is included in the official meeting file.) He hoped to clear up any misunderstandings and misinformation. From Somerby of Peachtree City, the City would receive a facility that offered a continuum of care with related services within a residential community. Three basic reasons comprised 75% of the moves into this type of community – one spouse developed a health care need, one spouse died, or the family mandated a move. The other 25% sought an active lifestyle or moved to the community because their friends had. Seniors lived an average of seven years longer when they lived in a retirement community because the community ensured they would eat three well-balanced meals per day, they took their medications as prescribed, they were part of an individually tailored health and wellness program, and they stayed socially active through an activities program. The senior market was large, affluent, stable, and they were willing to spend money. Gorecki also provided statistics on the aging population and where they spent their money.

Gorecki continued that they planned to downsize the six-acre tract by Meade Field from 48 units to 30. The project had gone from 376 units to 310. The greenbelt areas would be donated to the City. They had looked at what else could be done with the six-acre tract, but every tree would have to be decimated in order for the other suggestions to work. The plan to downsize the number of condos on the smaller tract was a win/win. The main facility would have a number of facilities within it, including a beauty and barber shop, a dining room, a café, a library, a small movie theater, billiards and game room, and some public space that would be available to residents and The Gathering Place and civic groups for meetings. They hoped to partner with the City to provide facilities that would take the burden off of other places. There would be 100 employees when fully occupied. The facility would open with 50 employees in nine departments. He hoped Council understood their product better.

City Planner David Rast noted that staff had been directed to prepare a financial impact analysis, which was based on 376 units, not 310 as presented at this meeting. Planning Assistant Tony Bernard presented the analysis. (A copy of the PowerPoint presentation is included in the official meeting file.) The model focused on the budget components funded through the general tax and fee revenues. Phase I had a build-out rate of 286 units in 16 months with a gross density of 15.03 units per acre. Phase II, the six-acre tract next to Meade Field, had a build-out rate of 20 units per year after Phase I was complete and full and would have a gross density of 4.75 units per acre. Phase II included an additional 60-unit wing on the main building for the nursing area. They would not be built until at least five years from the start of the development and had a build-out rate of 60 units per year. After the build-out of the property in five years, the development would be worth approximately \$59.6 million. The Braelinn Village impact fee per unit was \$1,083. The impact fees for Phases I and II would be \$342,228. Phase III would bring in impact fees of \$64,980.

Bernard continued that, based on a total millage rate (County, City, Board of Education, and State) of 33.625, the estimated annual tax would be \$801,935.89. Bernard also looked at the population growth per year. The model showed there would be 1.5 people per unit for a total population of 564 of at build-out. The City millage rate for 2007 was 5.533 mills. Bernard estimated the motor vehicle taxes would increase by \$16.34 per person per year, franchise taxes (Georgia Power, Atlanta Gas, BellSouth, Coweta-Fayette EMC, Comcast, Newnan Utilities) would increase by \$60.46 per person per year, selective sales and use tax revenue (alcoholic beverage tax, mixed drink tax) would

increase by \$18.01 per person per year, other revenue (recycling revenues, service charges for EMS, recreation program fees, court fines, library fines) would increase by \$53.06 per person per year, and the Local Option Sales Tax (LOST) would increase by \$194.42 per person per year. Bernard noted that the 2007 taxes were divided by the total 2007 population to find the cost per person. The estimated 2007 population was 36,242. Licenses and permits would increase through build-out, which would take five years.

Bernard noted that the Stormwater Utility cost \$3.95 per 4,600 square feet of impervious surface. The development would have an estimated 1.2 million square feet of streets and paths. The total cost per year, at build-out, would be \$12,047.33.

Bernard looked at operational costs for the City and used population to calculate the estimated increase in cost. He estimated that, at buildout, the City's operational costs would increase by \$279,000. City staff might increase by 4.4 employees to maintain the current level of service, and the population would increase by 564 people. After buildout, the projected annual revenue to the City was \$34,125.07. The estimated revenues from the project were \$6,982,457, and the estimated costs were \$5,540,423, which was a cash positive surplus of \$1.4 million. Bernard noted that the model did not include any increases in the millage rate and stayed at current 2007 dollars. Inflation was not reflected in either revenues or costs. Appreciation and depreciation were not calculated into the model. The model did not allocate any of the department costs to the industrial and commercial sectors of the City, which would reduce the operational costs per citizen. The model was based on population and development density.

Plunkett asked Bernard if he could estimate the numbers based on the reduction in the density. Bernard said he would have to change the density figures. McMullen said it was about one-sixth, so the totals would be approximately \$250,000 less. Harman clarified that the numbers were based on an average of everyone in the City, it was not age targeted. McMullen said they did not have the ability to do something that was exact. It was a model.

Logsdon said he had looked at the facility in Birmingham recently and had been impressed. The residents he ran into were happy. He felt it would be good product.

Boone noted that the project had come down in density, and the developer was going to contribute land and dollars to the City. The residents would get involved with the schools, and the schools could get involved with the residents. He liked what he saw and felt the project was a win/win for the City.

Plunkett said she still had concerns. In her opinion, the multi-family moratorium had been lifted to look at a nursing home-type environment. Council had not wanted to add any more traffic to the two-lane road. People in a nursing home would not be driving the number of trips as those would live in the six-plexes and duplexes. The number was lower, but it was still too many. The gates also did not fit in the City. Gates made sense for a nursing home because they would keep the people in and safe. She wanted to see an "inclusive" versus "exclusive" project. Plunkett said she also had a problem with the density of the property by Meade Field. She could not support the rezoning.

Kourajian said the idea was great, and it was something the City needed for this age group. When the idea had first been presented, it had been for those 65 and older looking for the next step in life. He had a hard time with the six-plexes and individual homes, which was more of a community open to everybody. Another similar community was going in another part of town. This was not what he envisioned in this part of the City. He could support assisted living, but he did not support the single-family homes and six-plexes in the project. He could support a higher density if it was assisted living. He only liked the one aspect of the project.

Boone said that, from his own experience, his mother had graduated to each level of care in the same type of community. The majority of the people would be older, and people at 60 and 70 could be very active. The City was starting to age. Kourajian asked Boone if the community should be built for those 55 and older, or for the 60 to 65-year old people. Boone said he supported all three phases, which was a graduated progress. They had addressed the landscaping and vegetation issues, and the developer had gone out of his way to make the project amenable to the area.

Harman said that, based on his conversations with seniors, the City did not seem to have housing targeted for seniors. His mother-in-law had moved into his home. As people living in the City aged, they were stuck with larger homes and yards they either did not want or were unable to maintain. The development fit in perfectly with the City. If the City was one of the top 10 places to retire, then it should have places such as this. He agreed the development would be great for the schools since kids enjoyed interacting with senior citizens. The building was large, and the business plan was aggressive. Their other facilities were doing well.

Plunkett asked Rast how many neighborhoods the City had that were designated for residents 65 plus. Rast said there were actually none. The only one that was limited to ages 55 and older was the apartment complex going in at Crosstown Drive. Village Park and Village Green and other developments targeted seniors, but they were not age-restricted. Plunkett said that it was not accurate to say that senior housing was not in the mix. She had no objection to the nursing home part, but all the individual units and the gates set a bad precedent. Other subdivisions had asked for gates, and they had been denied.

Harman noted that this would be a community of seniors with an average age of 75 and asked whether they needed extra security. Kourajian agreed that they needed extra security, but younger people would be interested in the six-plexes. The main unit was a terrific idea, but he had a problem with the single-family homes. The City had places for active seniors. He did not support the three phases, just the last few. Logsdon said the product had always had three phases and 376 units. The developer had always said the project would allow people to establish residence, then progress to the other phases. The gates in Birmingham stayed open until dark. The Birmingham project was in a densely-populated area, and it fit in well. It also had three phases.

Boone said he liked the project on the southside of town, and he would rather see this type of high-end product with lots of vegetation than what could go on the property now. Seniors had the resources. There were restrictions on the commercial side of the property. He would rather see this senior residential than industrial or some commercial uses.

Kourajian said he did not disagree, but Council needed to think long and hard about a gated community around single-family homes and condos. If the gates were allowed, others would ask for them.

Logsdon asked Gorecki if he could eliminate the gate on the south side of the road. Gorecki said yes. Harman asked if the entire property would be fenced. Gorecki said that it would. Harman asked Gorecki if it would be feasible to build the project without gates. Gorecki said it was not. The gates and the fences provided a feeling of security at night that was an important to seniors. Kourajian said he supported a gate around a main unit, but not everything else. Plunkett agreed. She asked if the gate could be placed further back into the property. Gorecki said he was not sure how that could be done because of the fence. There was also a gate to the commercial area. Fencing the facility inside the tract would not come off well.

Gorecki noted that the average age of garden home, condo, and villa residents in their other developments was 75-plus. Most 55 year-olds would stay in their homes until one of those three events happened that caused them to consider the move. There was one resident in the Mobile, Alabama, development that was 55; the rest were over 70. Harman asked City Attorney Ted Meeker if allowing gates on the main property could be a problem. Meeker said Council had to judge each plan on its merits. By approving one, they would at least hear an argument for approving another. It might not be binding depending on the plans.

Harman asked Kourajian about his objections. Kourajian said there were places in the City for active adults. An active adult community would be going in on the west side. He did not see the need for condos or single-family homes under the guise of assisted living.

Harman asked Meeker what Council had to do to make sure what was presented was what was built. Meeker said the ordinance would ensure it. The additional conditions proffered during the meeting should be restated in the motion and captured in the final ordinance. Harman asked if anyone had kept track of the changes during the meeting. Rast said staff had the recording, which would be transcribed in the minutes. Logsdon said the concessions were taking the density down to 310 units, 50 acres to be given to the City, \$25,000 contribution for improvements in the area, \$75,000 for restrooms & equipment storage at Meade Field, Gorecki (speaking from the audience, not the microphone) added that the 10-foot natural buffer along the six-acre tract by Meade Field and a dedicated 40-foot buffer along the 10-foot strip, the Rockaway Road tunnel, and to eliminate the gate on south side. Gorecki said the developer would put the tunnel where the City said to put it.

Kourajian asked what type of foliage would be planted between Rockaway Road and the six-plexes. David Patterson said it would include evergreen trees and berms. Gorecki noted that they would not receive their certificate of occupancy until the City was happy with the landscaping. Plunkett asked if there were landscaping criteria the developer had to meet. Rast the ordinance would have language that specifically dealt with the landscaping, height of the berms, and a continuous evergreen screen. It also stated the landscaping had to extend along the entire Rockaway Road frontage.

Plunkett asked about any deed restrictions on the land that would be deeded to the City. Rast said it was primarily floodplain. Plunkett said she would like deed restrictions that stated it was deeded for greenbelt "in perpetuity."

Harman asked if there would be any recourse if any of the protected trees were removed. Rast said there were penalties in the City's landscape ordinance for removing a specimen or protected tree without a permit. Harman said a landscaping performance bond would ensure that. Rast said that was covered in the landscape ordinance. The property owner had to guarantee the landscaping for two years. The City inspected the landscaping, and the owner had to replace any material that died. Harman said that, with a bond, the City could cash it in and do it. McMullen said if the developer did not comply with the landscape plan, then the certificate of occupancy (CO) would not be issued. If they did not comply after the CO was issued, then a citation would be issued to bring the matter to the Municipal Court. Harman asked if that was adequate. McMullen said that was what happened with all the projects.

Boone moved to approve the request by Dominion Partner to rezone the 25.4-acre portion of the Stephens tract from GI General Industrial to LUC Limited Use Commercial for a 310-unit campus-style three phase continued care facility, 50 acres would be donated to the City, \$25,000 would be donated to the City for development of cart paths, restrooms at Meade Field, 10-foot buffer donated to the City, also a 40-foot buffer would be maintained making it a setback of 50 feet, \$75,000 to build restrooms, the tunnel placed where the City designated, greenbelt for perpetuity purposes on the west side. McMullen added that the elimination of the gate on the six acres. Boone added the elimination of the gate and the other conditions recommended by City staff and included in the ordinance. Harman seconded.

Plunkett noted there were only 30 units on the six-acre tract. She asked if the buildings were restricted as to the location on the tract. She wanted to ensure the number of units were site specific. Harman suggested they add the wording, "per the shown site plan." Gorecki said he would agree to a maximum number of units for the condos. Harman said they needed to modify the units in the motion. Rast said the number of units in each phase was listed in the proposed ordinance. The ordinance would have to be modified based on the discussion during the meeting. Plunkett said they had agreed to maximum numbers in the residential portion. Gorecki agreed to 42 condos and 16 villas. Gorecki said the cart paths would be located outside the fence.

Harman asked when the six-plexes next to Meade Field would be built. Gorecki said he did not know; the 42 units in the main area would be sold first. Harman asked Gorecki if the developer would be willing to sell the six acres to the City before building on it. Gorecki said that he had discussed selling the six acres for their cost, the actual land basis, with the Recreation Department. If they could come up with the money before they were ready to build, then they would consider it.

Logsdon asked if there was any amendment to the motion regarding the developer offering the City the opportunity to buy the land before they built on it. Boone asked why the City would want that tract. Plunkett said for recreation since it was right next to the ball park. Plunkett said they had also agreed to limit the number of condos and villas.

Boone amended his motion to state that the number of condos and villas on the northern section would not exceed 42 condos and 16 villas, and Somerby would agree to right of first option on the

six acres by Meade Field. Harman seconded the amendment. The amendment was approved 3-2 (Kourajian, Plunkett).

The main motion carried 3-2 (Kourajian, Plunkett).

Logsdon asked that the following agenda items be considered together. There was no objection.

10-07-01 Public Hearing – Consider Request to Lift Multi-Family Moratorium, Outer Marker Properties on Redwine Road

10-07-02 Public Hearing – Consider Step 1 Annexation, Outer Marker Properties on Redwine Road

Jeramy Ragsdale, Outer Marker Properties, addressed Council. He said Outer Marker developed and built assisted living facilities throughout the state. This project on Redwine Road would be a small, neighborhood-style facility with 48 rooms, 12 dedicated for memory care. The facility would be secured. There would be two interior courtyards. He continued that “assisted living” was a legal definition and was a level of care prescribed by a doctor. The facility would provide healthcare up to a certain level, full-time food service, and an activity director. The core of the business was to be tightly woven into the community because of the small size. The property was 13 acres on Redwine Road, which was contiguous to the City. Ragsdale requested that the City annex and zone the property for the appropriate use.

The public hearing opened. Phyllis Aguayo, Phil Boswell, Robert Brown, and Beth Pullias spoke during the public hearing. Their concerns included the following:

- Multi-family moratorium was in place for a reason. If the senior housing projects failed, they could turn into apartments.
- There was a concern that senior housing could be overbuilt.
- Annexation would stretch the City out too far and would create a problem for public safety. It did not make sense to keep stretching the City boundaries out further and further.
- Building permits needed to stop as long as drought continued. There was no need to annex low-density property to build a high-density project with no water.
- Annexation should include all the property in the area.

Rast showed the location of the property on an aerial photo, which showed it was contiguous to the City. The public hearing closed.

Plunkett said she would have no problem with an annexation if it included the whole area, but she did not want to annex it piecemeal. Plunkett moved to deny the lifting of the multi-family moratorium and the Step 1 annexation request from Outer Marker Properties on Redwine Road. Harman seconded.

Boone agreed with Plunkett. He wanted to see a plan for the entire area. Piecemeal annexation bothered him. Plunkett clarified that she might not agree with multi-family zoning, but wanted to see a plan for the entire area. Harman agreed, too. He added that the whole area would be up for consideration at some point, but the tracts needed to be consolidated into one detailed plan. There was too much at stake on the south side to look at just this one tract and plan.

Boone noted that, with the issue of providing services and the drought, it was not a good move to annex any more at this time. Logsdon said that he was also interested in seeing a plan for the entire area, not just one piece.

The motion carried unanimously.

New Agenda Items

10-07-12 Public Hearing – Consider Amendment to Art. X, Sec. 1006(f), GC General Commercial District Regarding Maximum Building Heights

Rast asked that the agenda item be continued to the next meeting. Staff was working with the Fire Department on some concerns and further discussion was scheduled for the October 22 Planning Commission meeting. Staff would have it ready for the next meeting.

Plunkett asked if the senior facility approved that night would meet the proposed changes. Rast said that it would fit in with what was currently allowed, but not with the changes.

Harman moved to postpone agenda item 10-07-12 to the next meeting. Boone seconded. The motion carried unanimously.

Logsdon noted there was a request for five-minute break at 8:40 p.m.

10-07-13 Consider Request for Abandonment of Line Creek Circle and a Portion of Line Creek Drive

Logsdon reported that the developer had requested a postponement during the break. Harman asked if the developer planned to postpone it or withdraw his request. Doug McMurray said he was withdrawing the request. No Council action was necessary.

10-07-14 Consider Approval of Design Concept for Flat Creek Bridge Approaches

City Engineer Dave Borkowski gave a brief history of the project. (A copy of the PowerPoint is included in the official meeting file.) The bridge location was selected because there had been a bridge and path in the same location previously. The bridge would provide residents with access to the Baseball Soccer Complex (BSC) via the paths planned for the area. A grant provided funding for the bridge only. After the bridge was installed, it was eight feet above the adjacent grade, much higher than anticipated. The fill that would be required for the approaches exceeded permit limits and would not comply with Federal Emergency Management Agency (FEMA) regulations. Staff contracted with Integrated Science and Engineering (ISE) to design the approaches and obtain permits, and ISE designed wrapped face embankments (dirt wrapped in geo-textile fabric similar to a dirt burrito) with culverts tying into the existing grade. The design was in compliance with FEMA and Army Corps of Engineers requirements. During the design and bidding of the approaches, residents of Morallion Hills contacted staff with environmental and flooding concerns.

Borkowski continued that staff met with subdivision representatives several times and agreed to look at alternative designs. Four design variants were developed, ranging from the wrapped face embankments to a steel and concrete bridge that spanned the floodplain. The designs included the 1) wrapped face embankment design that tied into the existing grade (\$382,502); 2) wrapped face embankments and aluminum box culverts design (\$711,088); 3) a bridge spanning the floodplain (\$971,436); and 4) wrapped face embankments and ductile iron pipes design (\$412,055).

Borkowski said staff recommended the fourth option, which mitigated the wetlands impact and did not have the large encroachment into the existing path area that the first option had. The ductile iron pipes got the path out of the wetlands just enough to keep it dry during most rain events, but allowed the water to overtop the path when it really flooded. The path would be usable most of the time. The fourth option also mitigated the increases in the 100-year flood elevation to around a maximum of 0.2 feet (2.4 inches) when compared to the existing conditions. Borkowski showed a FEMA map of the existing floodplain, but noted there were inaccuracies in the horizontal component.

Harman asked if the estimates were in today's dollars or an estimate from a few years ago. Borkowski said they were from this year. Harman clarified that staff was asking Council what type of approach they wanted so the design could be finished. Borkowski said yes, it was just to finish design and get the wetlands permit. McMullen noted that \$500,000 was included in the Bricks & Mortar loan to cover the costs for the construction. Harman said that was the construction cost, not the design cost. Borkowski said there was \$20,000 left in the budget to cover the design costs. Plunkett clarified that the money in the construction budget would cover options one and four. McMullen said that was correct.

Kourajian asked Borkowski which solution would be the best if there were no dollars attached. Borkowski said all of the designs would work and met the criteria. Boone said the issue was affordability. Plunkett said they could not be "penny wise and pound foolish." Logsdon said he recalled that options 2, 3, and 4 all worked. Option 4 accomplished the same thing at half the cost.

Kourajian asked if all the designs did the same thing or if one was a lot better. McMullen said the only one not recommended was the first one (wrapped face embankment design that tied into the existing grade) because of the way it tied into the existing grade. During a normal weather pattern, the path would have water on it quite a number of days, which was why they had looked at the other options. Plunkett asked whether the differences, if not engineering, were aesthetic. McMullen said staff had looked at the economics since all the options worked.

Plunkett said that if option 3 was going to work 150% better, then it might be more economically feasible than the others. McMullen said constructability was also a factor. Heavy equipment would be needed to build the bridge, which would damage the wetlands. There was not a simple answer. The box culverts came in large sections. It would be difficult to construct either option 2 or 3 without disturbing the wetlands. Kourajian said if all the options moved the water the same, then the question was the economics. If one option was a whole lot better, then that had to be weighed as well as the economics. Borkowski added that the designs were all the same hydraulically. The bridge was the more expensive and harder to maintain option.

Morallion Hills resident Kim Cort said that the bridge that had spanned the creek had been destroyed during the 1994 flooding. She offered to show Council some video taken during the 1994 flood. She continued that the Army Corps of Engineers had denied the first option. Borkowski clarified that option 1 had not been denied by the Corps. Because staff had been working with the residents, the City had missed the wetland permitting opportunity. Damming up any part of the area would seriously affect the area, which was one of three major floodplains in the County.

Cort read from the October 11 staff memo from the City Engineer that stated "the new design would only mitigate increases in upstream flood elevations," which indicated there would be increases in flood elevations. She questioned why the City would want to increase the chances of homes being damaged by floodwater. Option 4 did not employ the best management practices seen in other construction projects. It might save money initially, but could cost more money when homes were destroyed. It would end up costing the City and the taxpayers in the end. Plunkett clarified that Cort preferred either no path or options 2 and 3. Cort said yes.

Beau Stephens asked whose liability it would become if their homes flooded. If Council said it would not flood and it did, then it would cost the City a lot more money. Keith Walker said the 12-inch pipes would stop up with branches and mud, and the path would become an earthen dam. The box culverts were 10-feet high and would allow more water to flow. Robert Brown noted that a span over the floodplain sounded great, but he was concerned about the damage to the wetlands due to the construction. Bill Hall had taken photos of 11 12-inch culverts in the City, and nine were totally clogged. There should be some extra money from the stormwater tax to help build the bridge. Phyllis Aguayo said she was concerned for the homes, but also for the wetlands. The City needed to learn from its mistakes from building Crosstown Road on the wetlands and other major flood events. The City needed to do what allowed the most water to flow under the bridge.

Borkowski clarified that they could not guarantee there would be no flooding. The homes could flood during a 500-year event without the bridge. The area was designed so the water would overtop the path during a storm. The amount of flow was the same for all of the options, but with option 4, the flow went over the path instead of under it. The culverts satisfied the wetlands issue so there would be water on all sides and not cut off water. The pipes would serve the purpose for smaller events.

Logsdon said that the cart path would not cause a flood, according to the engineers. It would raise the floodplain 2.4 inches. Borkowski continued that they had compared the option to the FEMA information and had gone above and beyond what FEMA had by ratcheting up the flows to take into account the existing development and everything upstream. The homes still did not flood. Staff did not want the liability of flooding anyone's home either.

Cort said the models of the floodplain were not correct. In 1994, the water came to back doors of the houses. Borkowski pointed out that the 1994 event was not the 100-year storm for this area. It was more of a 300-year or 500-year storm.

Harman clarified that the recommended option would allow the water to flow over the path by about five feet. The water would still go over the path with the box culvert plan about two feet. There would be no impact on the 100-year flood mark. Richard Gruel of ISE said that when they ran the different scenarios through the models, option 4 had 2.4 inches and option 2 had four to five inches, which was a greater increase. Option 2 would have more risk. Kourajian clarified that option 4 moved the water better than option 2. Gruel said yes, because the water would go over the lower path faster.

Harman moved to approve the design for option 4. Boone seconded.

Walker asked the cost of unstopping the pipes when it was needed. Borkowski said that would be part of the Stormwater Utility, and this would be an area they would look at for clearing prior to storms. During a large storm, it would not matter if the pipes were plugged up. The flow would go over the path. Harman asked how the standing water would move. Borkowski said that was why the pipes would be recessed, so there would be flow equalization on both sides of the path.

Kourajian asked when construction would begin. McMullen said they would direct ISE to complete the design the next day, then the City had to get the wetlands permit from the Corps of Engineers. Kourajian asked when the first action would happen. McMullen said it depended on the guidance from Council, but it would start the next day. Kourajian asked how long it would take to build. Borkowski said they had not yet looked at the time estimate for the construction.

Kourajian said the residents had emotional concerns, and they were legitimate. Kourajian addressed the residents attending the meeting and said Council had to look at the "best bang for the buck." The information they brought to the meeting was legitimate, but it was emotional. The residents were not hearing the facts and the information from the engineers. He would like to give the residents more time to show Council specific information that would help them make the decision. Council needed something concrete and scientific to make a decision.

Cort said that the City had not hired hydrologists to provide the information; they just hired engineers. The area had already been built up when the bridge went in. Logsdon reminded Cort that one of her neighbors, who was an engineer, had commented that the plan would not cause flooding. He understood their fear of flooding, but the bridge and the ramps were not going to increase the chances. He would be willing to postpone the decision for two weeks if the residents wanted to show the plan to a hydrologist. According to the engineers, option 4 functioned just as well as option 3 for half the price.

Boone asked Borkowski if a hydrologist could look over ISE's design before it was completed. Borkowski said that they were all licensed civil engineers. The only thing that could be done would be to have another firm look at the design. Harman noted that the Corps of Engineers had to look at the design, too. An unidentified resident said she had spoken to the Corps of Engineers and been told that the design would be approved and the permit would be granted because the area was less than an acre in size. Borkowski said the City still had to apply for the nationwide permit for the disturbance of the wetlands even though it was less than one-tenth of an acre.

Plunkett asked what would happen if they found problems during the design. Borkowski said they would find any other problems before the design was done. Staff would have to come back to Council to award the bid for construction. McMullen said staff was asking Council to allow them to continue with the design. Harman noted it might be possible the design would not be feasible.

The motion carried unanimously.

10-07-15 Consider Bids for Police Department Renovations

Borkowski said the City had received two bids for the renovation – R.L. Ward, LLC, \$593,250; and Beatty Construction Company, \$888,000. Staff recommended the bid be awarded to R.L. Ward, LLC, the lowest responsive bidder. The bid included modifications to the HVAC system, floor sealing, floor covering replacement, some replacements of wall/ceiling coverings, and expansion of

the evidence room. Boone asked if R.L. Ward had experience in this area. Borkowski said they built the satellite auto shop, and the City had a good relationship with them. Boone asked if this would take care of the problem with the roof. Borkowski said it would not, and they would get an architect's opinion on fixes. Plunkett asked if there was an estimate on those repairs. Borkowski said there was not at that time.

Plunkett asked if the huge difference between the two bids was unusual, and why there were only two. Borkowski said he was not sure why there were only two bidders. The bid was for a general contractor that would coordinate all the subcontractors. He speculated that it might be due to their subcontractors. McMullen noted that the scope of work for the bids was the same. It was not unusual for a bidder to just throw in enough to cover his risks based on McMullen's experience.

Plunkett asked if there were any guarantees that the renovations would work. Borkowski said there would be a warranty on the floor vapor barrier for 10 years, but there was not a guarantee that the work would solve all the problems. Staff was confident that it would work. They had dealt with numerous consultants, and the consensus was that the work would solve the problem. The issue was very complex with multiple causes. Plunkett asked what would happen if the contractor found other issues were going on while doing the work. McMullen said there were contingency funds in the 2007 and 2008 PIPs, which were the sources of the funds to cover unknowns. It was a renovation project, and there was a good chance for change orders. There was only one way to fix the problem, and that was to do the work. Plunkett said she was concerned the City would spend \$1 million, and the issues would not be fixed.

Logsdon said the City had wrestled with the problem for years, and they had to do something. This was a priority item and should have been addressed from the beginning. Council needed to make the best decision it could. It was too expensive to bulldoze the building and start over. There probably would be change orders, but they had to try something.

Plunkett said the City was looking at spending \$1 million in the best case scenario. Borkowski said the leaking roof was not in the bid, but the HVAC work was a big chunk. The fascia issues on the outside were not part of this bid. There were gaps where air was coming in the building. McMullen said he did not want to put a number on those repairs, but they would not be that high. The cost could be \$30,000-\$40,000, but would not be \$400,000. Plunkett said they should just tear the building down and build a new one. McMullen said the cost for a new building and land would be \$3.1 million. Plunkett said she was not sure they needed to buy more land. The building was a sick building. Logsdon said he understood Plunkett's concern, but felt Council should listen to the experts.

Boone moved to award the bid for renovation of the City's Police Department to R.L. Ward, LLC, of Newnan, Georgia, for a lump sum bid amount not to exceed \$593,250. Kourajian seconded.

The motion carried 4-1 (Plunkett).

10-07-16 Consider Bids for Traffic Signal at SR 74/Wisdom Road

Borkowski said the project had been put out to bid twice. Only one bid had been received the first time, so the project was re-bid. Two bids were received the second time – R.J. Haynie and Associates, \$138,950; and Detection Engineering Technologies, \$167,529.

Kourajian asked if the low bid was in line with the costs. Borkowski said it was in line with the Stevens Entry/SR 54 light.

Plunkett moved to approve the bid for the signal at SR 54/Wisdom Road from R.J. Haynie and Associates not to exceed \$138,950. Boone seconded. The motion carried unanimously.

Kourajian noted the funds for the signal installation would come from the SPLOST funds.

10-07-17 Consider Ordinance Amendment – Additional Alcohol Licenses for Same Location, Catering, and Event Permits

Acting Administrative Services Director/City Clerk Betsy Tyler addressed Council regarding the proposed changes to the alcohol ordinance. She said Police Chief James Murray and the City Attorney had also worked on the proposed amendments. The changes included added qualifications to reduce fees and to set some fees. It started when the Wyndham's representatives asked the City to review the ordinance. They paid \$22,000 for four licenses, while other municipalities had lower fees for additional licenses at the same facilities. The City Attorney confirmed that it was a regulatory fee that should in some way reflect the cost of regulating the activity. The Wyndham and Aberdeen Woods were the only businesses that would be affected. It did not cost four times as much to regulate the licenses at the Wyndham as it did at other establishments in the City. Staff had looked at other cities' ordinances and felt the fees for the additional licenses be adjusted to 20% of the cost of the first license.

Tyler continued that, over the years, there had also been requests for single-day events. The City of Newnan recently updated its alcohol ordinance. Tyler said she remembered Council issuing at least one one-day permit in the past, which was for the Chili Cook-off when it was held on private property. The amendment would allow locations set up for such events to pay \$150 per year to be certified as a legal location, but not to provide the alcohol. Anyone who wanted to hold an event at a certified location would apply for one-day permit, which would cost \$50 per day.

Tyler noted that brown-bagging had begun at some businesses in town that did not have an alcohol license. One location had had an alcohol license in the past and would probably have one again, but other locations had not had a license, which created a problem for the Police Department. The proposed amendment would prohibit brown-bagging.

Harman asked what would happen with the golf courses. Tyler said the golf courses each had a license, and they served within the facility. Kourajian asked if the entire golf course was considered the facility. He noted that alcoholic beverages were included on the beverage carts at the courses. Tyler explained that the courses intersected with public streets or paths, which put the patrons in the position to violate the open container law. Kourajian asked if it was not the same thing if the customer brought their own coolers. Meeker clarified that it was one thing for a patron to take their own alcohol and another for the golf course to sell it. Plunkett clarified that Flat Creek would not be able to sell alcohol from their beverage cart. Meeker said that was not a change from the current position. Tyler added that it also put the club in the position of setting up members to break the law. Chief Murray said it was a violation of state law for them to sell it and allow members to take it out on the golf course. Kourajian asked what would happen if a golf course put an out building on the course. Tyler said they would have to have an additional license at the reduced price at that point.

Kourajian asked if special event permits applied to fundraisers held in homes. Tyler said they were technically selling alcohol if the people who came purchased a ticket and alcohol was at the event. They would have to apply and prove the home was not within the prohibited distances from churches and schools. Kourajian asked if the amendment would be an enabler. Tyler said there were many events held in the City, such as at hangars at the airport. Currently, a resident could have a fundraiser at their home and serve wine with the dinner. A business could also do that as long as people coming to the event were not paying to get inside or purchasing something at the event or activity. The amendment established a location as a qualifying location. Kourajian said he wanted to be cautious about enabling other things. People could say they were having a fundraiser, give 5% to the charity, then keep the other 95%. Tyler said this would actually establish the process. Kourajian said he would rather people come to the City for a permit. Meeker said it would be fine to take that out. Kourajian said if they did not have the requirement, then it could not be done. Meeker said that, if an organization was charging for a function that included alcohol, then the state considered it the sale of alcohol with goods, and a permit was required.

Tyler noted that she had to send out the alcohol renewal notices. She could delay two of them. She asked if Council could adopt the portions about that and bring the rest back. Kourajian said he would rather consider the amendments as two separate items on November 1. Tyler said that would be simple to do.

Kourajian moved to postpone the agenda items until November 1. Harman seconded. The motion carried unanimously.

10-07-18 Consider Ordinance – Additional Regulations for Onsite Sewage Disposal

Borkowski said that the ordinance was precipitated by the audit by the Metro North Georgia Water Planning District. The district wanted the regulations in place to prohibit new privately-owned community wastewater treatment systems. Plunkett asked why the ordinance did not just restrict septic systems. Borkowski said it was designed to restrict systems where no maintenance was done. Generally, a single homeowner would fix any problems.

Harman moved to approve the restriction on privately-owned septic systems and authorize the Mayor to sign. Kourajian seconded. The motion carried unanimously.

10-07-19 Consider Right-of-way Purchase Agreements for 74 Widening Phase 2

Kourajian asked if the price was reasonable. McMullen said it was, and that Meeker had reviewed the agreements.

Kourajian moved to accept the offer from the DOT to purchase the rights-of-way and easements on SR 74 and authorize the Mayor to sign the offers and the offer of \$217,171. Boone seconded.

McMullen noted that some of the funds from the purchase would be used to replace signs at the BSC and to help with the recycling center reconfiguration.

The motion carried unanimously.

10-07-20 Consider Request to Remove Existing Vegetation, Install Landscaping and Enter into a Maintenance Agreement for City-owned Property at the Corner of SR 74 South and TDK Boulevard

Rast reported that the DOT had shaved off quite a bit of the City-owned property at the corner of SR 74 and TDK Boulevard. (Copies of the photos shown are included in the official meeting file.) The property separated the Omni Fuels development from SR 74. The acreage was deeded to the City many years ago. The developer had asked Council to deed or sell the property to him, and the Council decided not to do that. The developer was not allowed to encroach beyond their property. As part of the road-widening project, the DOT had shaved off quite a bit of the property to accommodate the slopes for the turn lanes. In addition, the power company also shaved off another 20 to 30 feet for the power line easement. The City was left with 15-20 scraggly trees sitting atop the embankment. The applicant proposed to remove the remaining trees and incorporate the area into his landscape plan and to maintain the corner as part of his development. Rast said staff favored the proposal. The trees would start to lean or fall within the next few months, and the applicant would bring his landscape plan to Council for approval. The applicant did not intend to shave down the hill. The trees would be removed and the area would be shaved back into the retaining wall. Mike Lorber was the landscape architect. The City would still own the property.

Kourajian asked Mike Hyde, the owner of the Omni Fuels development, why he wanted to do this since there was a significant cost. Hyde said it was a safety issue. The trees were going to fall somewhere during the next big wind. The area would also be right in front of his corporate offices. It was an eyesore. He wanted to see it well-landscaped. Rast said there would be a six to eight-foot retaining wall on Hyde's property, and the area would be shaved into that. Hyde said they would just roll the area down. Rast said the maintenance agreement would come before Council for approval. He said the amount of disturbance on City property and in the right-of-way provided an opportunity to shape the corner. There were some replacement funds from DOT for the other side of the corner. It was the gateway to the industrial park. Meeker noted that staff wanted to know if it was alright to proceed. They would come back with a landscape plan and maintenance agreement for Council approval.

Kourajian moved to authorize City staff and the Planning Commission to work with Omni Fuels and The Exchange to develop a landscape plan for City-owned property at the corner of SR 74/TKD Boulevard as part of the overall development. Plunkett seconded. The motion carried unanimously.

Council/Staff Topics

Update on City Vehicle Accidents

Tyler reported that the City had 182 vehicles that had logged 1.3 million miles last year. There had been 19 at-fault accidents in FY 2007. The monthly reports did not include the number for the not-at-fault accidents because there was no cost to the City. The majority of the accidents were smaller accidents and were not with another car or someone else. Fire and Police had more vehicles and both chiefs were available to answer questions. Electronic eyes were being installed on all fire station bay doors since that had contributed to several accidents. Logsdon said there should be an emphasis on backing in the defensive driver courses, and the police should be more careful on u-turns. Tyler said Human Resources would continue to schedule classes.

Kourajian said that his report did not answer his question. He had expected some comparison data. Tyler said that the number of accidents had gone up since last year, but most were actually incidents. The dollar amount for damage had come down. The goal was to reduce both.

Update on West Village

Meeker reported that Levitt & Sons had pulled out of the West Village development, according to an e-mail from Kathy Zickert two weeks ago. The zoning and the conditions imposed would stay with the property no matter who developed it. There was a question as to whether some conditions were Levitt-specific, and that would be hashed out in litigation.

Kourajian moved to extend the meeting past the 11 p.m. deadline if needed. Harman seconded. The motion carried unanimously.

Harman moved to convene in executive session for threatened or pending litigation and a personnel issue at 10:41 p.m. Boone seconded. The motion carried unanimously.

Boone moved to reconvene in regular session at 11:10 p.m. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Kourajian moved to adjourn. Boone seconded the motion. The motion carried unanimously. The meeting adjourned at 11:20 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

2007 City Event Calendar

<u>October</u>	<u>November</u>	<u>December</u>
10/31 - Halloween	11/1 – City Council Meeting, 7 pm 11/3 – Chili Cook-Off 11/5 – City Council Workshop; 6:30 pm 11/8 - Comprehensive Plan Forum (Aberdeen), City Hall 11/10 – Veterans Day Ceremony, 9:30 am at City Hall Plaza 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City offices closed	12/1 – Hometown Holiday 12/3 – City Council Workshop, 6:30pm 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City offices closed

2008 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Years Day, City offices closed 1/5 – Christmas Tree Recycling 1/4 - City Council Meeting, 7 pm 1/18 - City Council Meeting, 7 pm 1/21 – MLK Day – City offices closed	2/4 – City Council Workshop (Tentative), 6:30 pm 2/7 – City Council Meeting, 7 pm 2/21 - City Council Meeting, 7 pm	3/3 – City Council Workshop (Tentative), 6:30 pm 3/6 – City Council Meeting, 7 pm 3/20 - City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 – City Council Meeting, 7 pm 4/7 – City Council Workshop (Tentative), 6:30 pm 4/17 – City Council Meeting, 7 pm	5/1 – City Council Meeting, 7 pm 5/5 – City Council Workshop (Tentative), 6:30 pm 5/15 – City Council Meeting, 7 pm 5/26 – Memorial Day, City Offices Closed	6/2 – City Council Workshop (Tentative), 6:30 pm 6/5 – City Council Meeting, 7 pm 6/19 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/3 – City Council Meeting, 7 pm 7/4 – Independence Day, City Offices Closed 7/7 – City Council Workshop (Tentative), 6:30 pm 7/17 – City Council Meeting, 7 pm	8/3 – City Council Workshop (Tentative), 6:30 pm 8/7 – City Council Meeting, 7 pm 8/21 – City Council Meeting, 7 pm	9/1 – Labor Day, City Offices Closed 9/1 – City Council Workshop (Tentative), 6:30 pm 9/4 – City Council Meeting, 7 pm 9/18 – City Council Meeting, 7 pm

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

Updated 10/26/07

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: September 2007

	<u>August-07</u>	<u>September-07</u>	<u>FY 2007YTD</u>	<u>FY 2006 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	2	2	25	24
City Vehicle / Equipment Accidents	2	0	21	16
Lawsuit Legal Fees	\$5,718.45	\$5,462.87	\$85,209.80	\$53,543.43

Municipal Court

Fines Collected *	\$130,229.00	\$104,503.70	\$1,405,880.95	\$1,392,585.97
Online Transactions	169	166	1,906	1,886
Citations Closed	863	621	7,340	7,828
Jail Fund Balance **	\$5,447.53	\$3,160.37	\$126,717.58	\$80,928.73

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

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

Public Information

New Businesses Registered	20	23	340	364
Public Contacts, Questions & Complaints ***	87	80	1,045	994

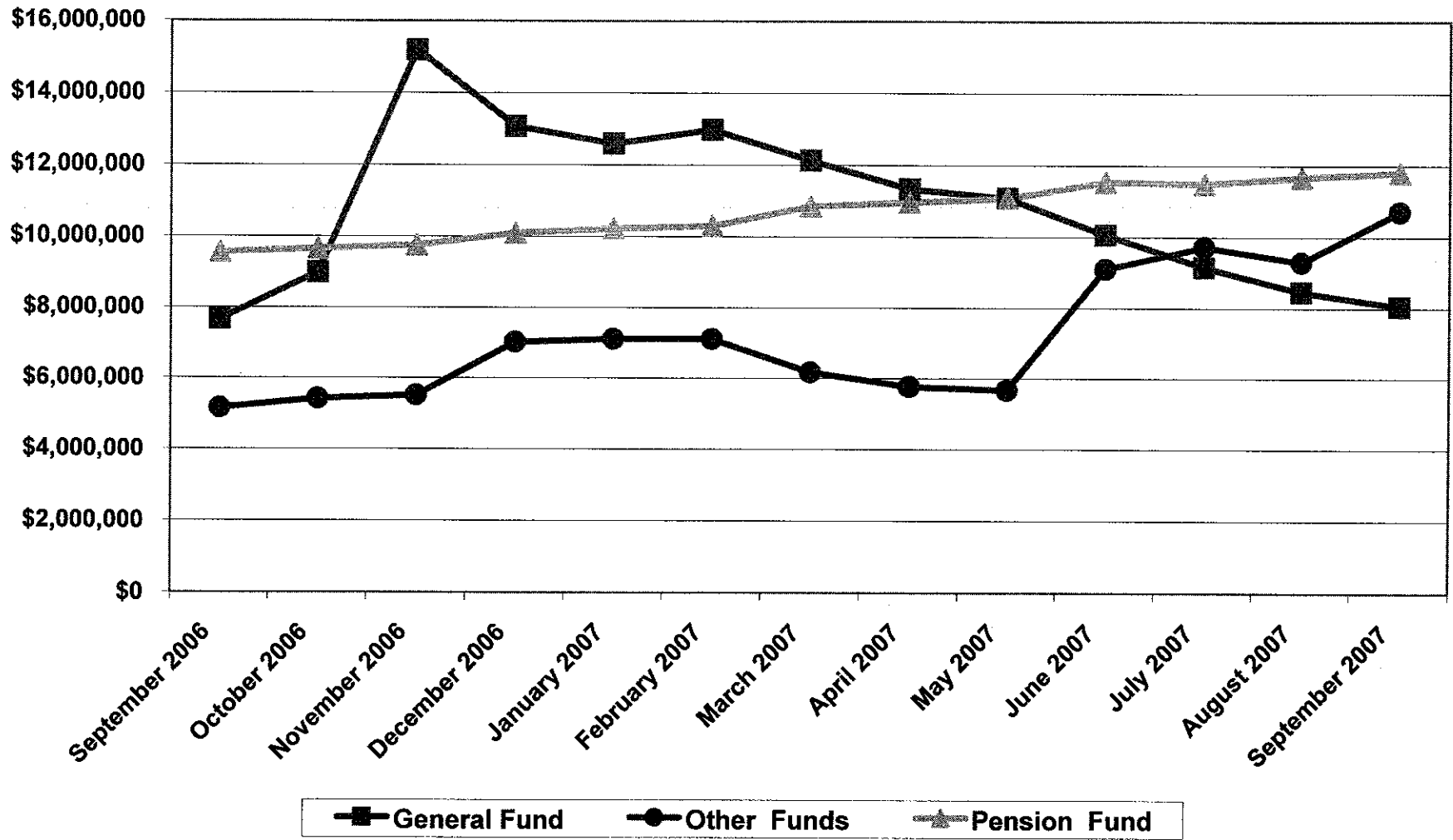
This includes 3 complaints against Comcast Cable Company, 1 sanitation company complaint, and 11 Open Records/Discovery Requests.

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2007**

	Aug-07	Sep-07	Fiscal Y-T-D 2007	Fiscal Y-T-D 2006
DEVELOPMENT PERMITS:	8	12	93	148
BUILDING PERMITS:				
Single Family Residential	5	3	79	129
Multi-Family Residential	0	0	145	0
Misc.-Pools/fences/additions	61	49	653	606
Commercial/Industrial	14	11	149	181
TOTAL INSPECTIONS:	775	535	6,732	7,801
CERTIFICATE OF OCCUPANCY:				
Residential	13	13	93	111
Commercial	5	8	75	63
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	76	94	1,386	2334
Rehab	17	24	204	218
Notice of Violations	290	219	2,952	3087
Citations	4	2	40	54
Stop Work Orders	20	5	93	164
Complaints From Citizens	23	17	237	160
PERMIT FEES COLLECTED:	156,758	35,667	480,356	515,997
POPULATION:	36,226	36,253	36,253	36,064
Based on 2.09 of completed occupancy				

(Revised 10/16/2007)

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



**CITY OF PEACHTREE CITY
FINANCIAL SERVICES DIVISION
MONTHLY REPORT (UNAUDITED)
AS OF SEPTEMBER 30, 2007**

Fund	Cash Balance	Total Investment	Total Cash and Investments	YTD Interest
General Fund	\$ 2,493,462	\$ 5,546,655	\$ 8,040,117	\$ 554,953
Neighborhood Parks Fund	3,895		3,895	177
DARE Fund	5,835		5,835	93
Federal Seizures Fund	12,346		12,346	459
HAZMAT Fund	1,217		1,217	36
Library Sales Tax Fund	5,404		5,404	69
Police Tuition Fund	4,400		4,400	362
Youth Council Fund	1,024		1,024	188
Fire/EMS Grant Fund	-		-	-
PD Cert/Grant Fund	-		-	28
Explorer Troop Fund	586		586	9
Athletic Assoc. Funds	65,418		65,418	2,474
Special Events	1,104		1,104	51
Hotel/Motel Tax Fund	-		-	-
S.P.L.O.S.T.	-	2,542,688	2,542,688	149,677
Public Improvement Funds	483,216	2,485,479	2,968,695	103,502
Debt Service Funds	-	622,232	622,232	22,032
Stormwater Utility Fund	121,900	4,074,721	4,196,621	72,694
Municipal Court Fund	149,380		149,380	-
Landscape Deposit Fund	120,777		120,777	-
Total Collateralized Funds	\$ 3,469,964	\$ 15,271,775	\$ 18,741,739	\$ 906,804
Pension Trust Fund	-	11,795,058	11,795,058	920,048
Grand Total	\$ 3,469,964	\$ 27,066,833	\$ 30,536,797	\$ 1,826,852

Collateral Analysis as of September 30, 2007

Safe-keeping Bank	Bank	Total Held
Bank of New York	Wachovia	\$ 17,159,549
State Approved Pooled Collateral	RBC Centura	166,618,282

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF SEPTEMBER 30, 2007

**SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
SEPTEMBER 2007**

Description	Vendor	Award	Date
Construction Engineering & Testing - Huddleston Pond	Schnabel Engineering	\$ 25,000	09/17/2007

**PURCHASING REPORT
FOR MONTH ENDED SEPTEMBER 30, 2007 AND SEPTEMBER 30, 2006**

Activity	Fiscal Year 2007	Fiscal Year 2006
Purchase Orders / Requisitions Processed	93	115
City Store Requisitions Processed	7	10
Sealed Bids Requested	3	3
Requests for Proposals	0	2
Bids Awarded	0	4
Requests for Proposals Awarded	0	1
Contracts Prepared	3	2
Fixed Assets Purchased	4	6

**INFORMATION TECHNOLOGY REPORT
SEPTEMBER 2007 AND YEAR-TO-DATE**

Activity	Current Month	Fiscal Year 2007
Work Orders Created	68	1,127
Work Orders Closed	66	1,049
Work Orders Open	1	78
Project Work Orders	62	818
Technical Support	68	1,013
Website Visits	84,713	1,007,045

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2007 MONTHLY REPORT**

	Aug. 07	Sept. 07	2007 FY-T-D	2006 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	2	1	27	26
Actual Business/Industrial Fires	0	0	9	11
Rescue/EMS Assist	187	160	1795	1728
Vehicle/Golfcart Accidents	17	19	261	284
False Alarms	39	24	326	283
¹Other	32	22	331	310
Total Engine Response	277	226	2749	2642
 Dispatched Fire Calls	 74	 52	 740	 675
 Response Time Fire	 4:27	 5:22	 5:00	 4:49
 RESCUE/EMS				
Trauma	31	37	420	646
Medical	157	140	1722	1480
Total # Patients	188	177	2142	2126
 Patients Transported	 89	 87	 1073	 1013
 Dispatched EMS Calls	 203	 175	 2001	 1978
 ²Total Medic Response	 277	 241	 2738	 2713
 Response Time EMS	 4:40	 4:20	 4:34	 4:16
 Dispatched Fire/EMS Total	 277	 227	 2741	 2653
 EMS BILLING				
Patients Billed	84	89	936	887
 Revenue Generated	 35,125	 37,394	 388,513	 348,462
 ³Total Revenue Received	 34,604	 25,470	 286,433	 278,685

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

²Includes Fire Assist Responses

³Revenue Received on All Outstanding Accounts

**PEACHTREE CITY POLICE DEPARTMENT
2007 MONTHLY REPORT**

SEPTEMBER 2007 AUGUST 2007 2007 CYTD 2006 CYTD

PART I CRIMES

Criminal Homicide	0	0	0	1
Rape	0	0	0	2
Robbery	3	1	6	4
Aggravated Assault	3	2	8	6
Arson	0	0	0	1
Motor Vehicle Theft	14	5	62	49
Theft	26	30	217	209
Burglary	1	4	24	23
TOTAL PART I CRIMES	47	40	317	295

ALCOHOL/DRUG ARRESTS

DUI – TOTAL	16	15	149	174
DUI – ADULT	15	14	134	154
DUI – UNDERAGE	1	1	15	20

MINOR IN POSSESSION OF ALCOHOL	4	12	64	52
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DRUG ARRESTS:

MARIJUANA	2	3	38	50
METHAMPHEDIMINE	0	0	4	5
COCAINE	0	0	3	4
OTHER (opium, etc)	1	0	8	3

ARRESTS

PROPERTY CRIMES	5	12	112	115
PERSON CRIMES	6	10	63	43
CITY ORDINANCES	30	43	338	316
TRAFFIC OFFENSES	54	53	460	517
OTHER	47	53	412	381

AVERAGE RESPONSE TIME	7.25	5.59	5.81	5.50
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CALLS ANSWERED	5,020	5,816	49,080	53,952
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TRAFFIC

CITATIONS ISSUED	463	596	5,516	5,264
WARNINGS	378	612	5,596	4,203
ACCIDENTS	98	88	871	820

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	7
HWY 54 / HUDDLESTON DRIVE	7
HWY 74 / KELLY DRIVE	4
HWY 54 / PEACHTREE PARKWAY	2
HWY 74 / ROCKAWAY ROAD	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	67
HWY 54 / HUDDLESTON DRIVE	22
HWY 54 / PEACHTREE PARKWAY	21
HWY 74 / CROSSTOWN ROAD	21
HWY 74 / ROCKAWAY ROAD	17

PUBLIC SERVICES MONTHLY REPORT

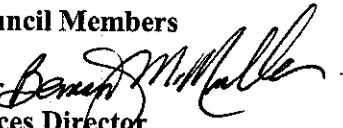
SEPTEMBER 2007

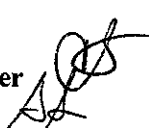
<u>Activity Description</u>	<u>Unit</u>	<u>September- 07</u>	<u>FY 2007 YTD</u>	<u>FY 2006 YTD</u>
Street Patching	Hrs.	128	2,942	2,407
Street Crack Sealing	Hrs.	0	561	591
Drainage Maintenance	Hrs.	856	4,940	1,634
Cart Path Paving	Ft.	2,650	39,019	37,997
Cart Path Prepped for Paving	Ft.	1,700	22,790	14,829
Cart Path Litter Removal	Hrs.	95	1,339	1,306
Cart Path Drainage Maintenance	Hrs.	0	1,439	1,915
R.O.W. Mowing	Hrs.	856	5,897	5,107
R.O.W. Litter Removal	Hrs.	208	5,262	4,440
General Maintenance	Hrs.	213	2,933	3,326
Mowing (Subdivision Entrances)	Hrs.	954	6,994	6,228
Landscape Maintenance	Hrs.	68	1,085	806
Landscape Planting/Mulching	Hrs.	0	2,254	3,667
Subdivision Sign Maintenance	Hrs.	18	815	280
Traffic Sign Maintenance	Hrs.	35	940	2,075
Vandalism Repairs	Hrs.	23	371	84
Vandalism Repairs	Dls.	210	5,073	2,416
Citizen Requests Answered	Num.	131	1,071	929
Community Service	Hrs.	48	120	182
<u>RECYCLING SITE</u>				
Manhours	Hrs.	114	709	823
PARTICIPANTS				
Recycling	Num.	634	3,646	2,764
Composting	Num.	1,594	12,588	11,603
Mulch Pick Up	Num.	47	723	1,114

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Leisure Services Director
Recreation Administrator

FROM: Carolyn Stanton, Leisure Programs Manager 
Art Sivertsen, Coordinator- Youth Services

DATE: October 26, 2007

SUBJECT: Consider Facility Agreement with Main Street Tourism
November 1, 2007, City Council Meeting

Recommendation:

Staff recommends that Council approve the attached contract for the November 10 youth concert at The Villages Amphitheater in Fayetteville, cosponsored by Peachtree City, Fayette County, and Main Street Tourism Association.

Discussion:

This is a contract to use The Villages Amphitheater for a teen concert on 11/10/07. Peachtree City staff will be on site during the event to supervise. Fayette County's sponsorship is in funding which has already been paid.

Budget Impact:

This concert is anticipated as a self supporting program and all profits will be deposited in the general fund. Main Street Tourism Association has waived the rental fee associated with the amphitheater. City funds will be expended for the performers, and food for performers and volunteers, and will be reimbursed through ticket sales.

Performers:
Between The Trees (Headliner) \$2500
Automatic Loveletter \$200
Sing It Loud \$150
Backseat Goodbye \$100
The Awkward Romance \$75
Food for Performers and Volunteers \$250
Grand Total= \$3275 to be reimbursed through ticket sales

**Main Street Tourism Association
The Villages Amphitheater
Application For Use**

Date of application: 10/10/2007 Event: Nights Without Lights Concert

Areas to be used (check all that apply): Stage X Dressing Rooms X

Concessions X Parking Lot X Ticket Booth X

Date of use: 11/10/2007 Hours: From 5pm to 11pm

Production and Facilitator of event: Art Sivertsen Cell Phone: 404 307-3124

Address: 191 McIntosh Trail

Email: youth@peachtree-city.org Peachtree City, GA 30269

Organizations responsible: City of Peachtree City

Main Street Tourism Association (for Insurance Purposes Only)

(Must be non-profit, government agency, or civic group)

Address: 191 McIntosh Trail Peachtree City GA 30269

City: State: Zip:

Phone: 770 631-2542

Alcohol Use: Not Allowed
(Beer & Wine Only)

Admission Fees:

Event Date: \$15 Advance Purchase: \$15 Table for Eight: N/A

Please indicate adult, senior and children ticket prices if different: N/A

770 631-2542 500

For ticket and/or event information, phone number:

Estimate Attendance:

Provide the name, address and phone number of the individual you wish to designate as a contact person* for this event: Art Sivertsen 404 307-3124

***This individual must be present at the facility during the event.**

The "orchestra pit" may be set up for seats, tables or a combination of both. Please indicate your preference.

Seating Only: *100 Toward Rear of "pit" No tables needed.*

Charges

Facility Use Fee: N/A (\$ 1,500.00 per day)

Facility Supervisor Fee: N/A (_____ hours x \$ 15 per hour)

Security Deposit: N/A (\$500 fully refundable deposit if event is cancelled a minimum of 30 days prior to rental date of facility. Damages and/or additional costs for cleaning of facility may be taken out of deposit if necessary.

Charges for Equipment: N/A (N/A)

Clean-Up Fee \$400 **Paid by Fayette County**
Due two weeks prior to the concert. Make checks payable to Bryan Fishburne

Other Charges: N/A

Total Charges: \$400

Deposit: N/A

Balance Due: Already billed to Fayette County

Make check payable to: **Main Street Tourism Association**
240 Glynn Street South
Fayetteville, GA 30214

Security

Security: \$25 per hour per officer to be paid in cash the night of the event when contracting with Fayetteville Police Department. **Paid by Fayette County.**

Number of officers/security personnel required. 4

Time security should report to site:

The following security plan is approved by the Fayetteville Police Dept.:

Number of officers/security personnel required _____

We, **The City of Peachtree City**, have read and agree to the attached Agreement and the above listed charges. I understand that fees incurred for entertainment, sound, lights, ushers, security, an electrician, insurance and other miscellaneous fees are not included in this agreement and must be paid by **The City of Peachtree City**.

Mayor City of Peachtree City

Date

Internal Use:

Coordination with Fayette County High School Parking Lot: _____

Security Plan: _____

Approved by Main Street Tourism Association: _____

Date:

Signature: _____

Title: _____

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT

This Agreement, made and entered into this 25th day of October, 200 7, by and between the MAIN STREET TOURISM ASSOCIATION, INC., hereinafter referred to as the Association," and Fayette County and Peachtree City Parks and Recreation, and City of Fayetteville

WITNESSETH

WHEREAS, the Association operates a certain public entertainment facility located in Fayetteville, Georgia, known as The Villages Amphitheater, hereinafter referred to as the "Facility"; and,

WHEREAS, the Facility is a limited-use facility located within a residential community, where special conditions and restraints dictate a very specialized usage and understanding of the Facility; and,

WHEREAS, the policies and operational procedures with respect to the Facility must be consistent with and sensitive to the special nature of the Facility and to the surrounding neighborhood; and,

WHEREAS, the parties hereto desire to enter into a contract for the temporary use of the Facility for the limited purposes set forth in **The City of Peachtree City** Application, which is incorporated herein by this reference;

THEREFORE, in consideration of the mutual promises between the parties set forth below, the Association and **The City of Peachtree City** agree as follows:

1.

USE OF THE FACILITY

The Association agrees to provide use of such spaces, accommodations, or structures as are described in the Application For Use, from eight o'clock in the morning (8:00 a.m.) until twelve o'clock midnight (12:00 a.m.) on November 11th, 200 7, subject to the conditions of this Agreement. All performances shall conclude no later than ten thirty p.m. (10:30 p.m.) Attendance within the Facility may not exceed one thousand eight hundred (1800) people.

2.

SECURITY AGREED UPON BY CITY OF FAYETTEVILLE POLICE DEPARTMENT

All costs for the provision of the physical security set forth in the approved security plan shall be borne by the User. Off-duty officers receive \$25.00 per hour with a four-hour minimum when contracting for the use of security offices from the **Fayetteville Police Department. Fayette County Parks and Recreation** will pay for this service.

3.

ALTERATIONS

No alterations, additions, repairs or modifications to the contour or appearance of the Facility shall be permitted without the express written consent of the Association. No tacks, nails, staples, brads, or scotch tape shall be attached to the facility, or any, part thereof, nor shall the **The City of Peachtree City** be permitted to paint or stain the facility. All props, sets, etc, are to be removed immediately from premises upon completion of event unless prior arrangements have been made. No confetti or artificial snow.

4.

CONCESSIONS

No alcohol will be allowed. **The City of Peachtree City** will be responsible for concessions.

5.

RESTROOMS

The Facility is equipped with restrooms. The Association makes no representation or warranty that any of the restrooms will be usable or serviceable on the day of the Facility's use. Failure to provide useable or serviceable restrooms shall not abrogate this agreement and shall not entitle **The City of Peachtree City** to any rebate of fees paid.

6.

LIGHTING

The Association may provide lighting, which, in its sole opinion, is adequate with respect to the intended use under this agreement. Failure to provide said lighting or failure of electrical power shall not abrogate this agreement and shall not entitle the **The City of Peachtree City** to any rebate of fees paid. The **Show Business Sound and Lighting Company** will provide stage lighting.

7.

PARKING

The Association may provide parking, in the Fayette County High School lower parking lot, which, in its sole opinion, is adequate with respect to the intended use under this agreement. User agrees that all vehicles transporting equipment for the event will park in designated parking areas. Vehicles are permitted beyond the fenced area and on walking paths for unloading and loading purposes only and must be removed to a designated area immediately after unloading or loading. Vehicles will not be permitted beyond the fenced area surrounding the amphitheater once the public has been admitted. The use, possession, transportation or storage of Alcohol and Tobacco products are prohibited by Georgia Law in the Fayette County High School parking lot. **The City of Peachtree City** shall be responsible for posting and maintaining on the day of the event signs which notify the public of this prohibition and shall otherwise notify its patrons of these prohibited uses.

8.

TECHNICAL EQUIPMENT (N/A)

The Show Business Sound and Lighting Company is responsible for operation of all Technical Equipment including Sound and Lighting. Fayette County has already paid for this service.

9.

SPECIAL ELECTRICAL NEEDS

In the event **The City of Peachtree City** requires electrical adaptations or additions beyond those provided at the Facility, **The City of Peachtree City** shall not be allowed to begin its scheduled event until the work has been completed by an approved, licensed electrician, pursuant to a valid permit. **The City of Peachtree City** is responsible for all costs arising under this paragraph. A list of approved electricians will be provided upon request. The Association does not warrant the availability of electrical power at any time.

10.

INDEMNIFICATION FOR COPYRIGHT VIOLATIONS AND ROYALTY PAYMENTS

To the extent permitted by Georgia law, **The City of Peachtree City** agrees to indemnify and hold harmless the Association from and against any and all judgments, fees, damages, fines, or claims of any persons, firms or corporations for payments of royalties or fees due as a result of the playing or performance of any music or other artistic media protected by United States or any

other copyright law or licensing agreements. By signature of this agreement, **The City of Peachtree City** covenants and warrants either that no such fees or royalties are due or that **The City of Peachtree City** shall pay them as required by Law. To the extent permitted by Georgia law, **The City of Peachtree City** further agrees to pay all legal expenses, attorney's fees, court costs, judgments, fines or damages incurred by or levied against the Association arising out of any claim based on copyright, patent or license infringement or payments of royalties of fees.

11.

ALCOHOLIC BEVERAGES

The consumption of alcoholic beverages is prohibited.

12.

COMPLIANCE WITH LAWS

The City of Peachtree City hereby agrees that it shall be bound by the valid laws of the United States, the State of Georgia, and all valid ordinances, regulations, policies and laws of Fayetteville, Georgia, including, without limitation those regarding the sale and consumption of alcoholic beverages.

13.

SMOKING

Smoking is allowed only in designated locations outside of the Facility and never on school property. If no locations are designated for smoking then smoking is prohibited everywhere. **The City of Peachtree City** hereby accepts responsibility for notifying the public of this City policy by making periodic announcements during the event and by notifying all personnel of this policy. Smoking on school property is prohibited by Georgia law.

14.

ILLEGAL USE OF DRUGS AND ALCOHOL

Use of illegal drugs or underage drinking is strictly prohibited. If a representative of the Association, a security officer, or the **The City of Peachtree City** reasonably believes one or more attendee's are using illegal drugs or engaging in underage drinking then the act or performance shall be halted and the audience warned that continuance of such activity will end the performance/act. If after warning the attendees, the Association, a security officer or the **The City of Peachtree City** reasonably believes that one or more attendees continue to use illegal drugs or engage in underage drinking then the Association has the right to immediately cancel and end the performance and usher the attendees to the exits to leave the Facility. In the event of

such cancellation, the Association shall have no liability and shall owe the **The City of Peachtree City** and Attendees no refunds, monies, costs or damages of any description for such cancellation. The **The City of Peachtree City** hereby agrees to assume the risk of such cancellation and further hereby agrees to indemnify and hold harmless the Association from and against any and all claims, suits, actions, demands, damages and judgments of any description, from any person or entity, arising out of the cancellation of a performance or act pursuant to this paragraph 15.

15.

DAMAGES TO FACILITY

The City of Peachtree City accepts the facility in good order and repair and agrees to return the Facility to the Association in the same condition. User agrees to reimburse the Association for any expenses the Association incurs in returning the Facility to its condition prior to the event.

16.

REVIEW OF CONTRACTS

The Association reserves the right to review any contracts between the **The City of Peachtree City** and other parties involved in the use of the Facility.

17.

MODIFICATIONS TO AGREEMENT/GOVERNING PROVISIONS

This Agreement and the **The City of Peachtree City** Application and all attached supplemental agreements and special provisions thereto, if any, constitute the sole agreement of the parties. Any modification or alteration of this contract must be in writing and signed by both parties. In the event this Agreement conflicts with any provision set forth in any Special Provisions Agreement (Exhibit "A"), the terms of the latter shall govern, provided that such Special Provisions Agreement is signed by both parties.

18.

FACILITY SUPERVISOR

The City of Peachtree City must pay all costs incurred by the Association for the provision of a facility supervisor who shall be responsible for all communications between the **The City of Peachtree City** and the Association for the scheduled event. The fee for the provision of said supervisor shall be \$15.00 per hour and the supervisor must be in attendance at all rehearsals, load-in and load-out and during the hours scheduled for the performance of the

event. Payment for said services shall be made prior to the initiation of any rehearsal or performance.

19.

INDEMNITY

To the extent permitted by Georgia law, the **The City of Peachtree City** agrees to indemnify and hold the Association, its officers, agents and employees, as well as the Downtown Development Authority, the City of Fayetteville, and all City of Fayetteville employees, agents or volunteers harmless from any and all claims against the Association or any of them arising out of any act or omission of the Use, its officers, agents or employees which act or mission was not specifically contemplated by this Agreement. Indemnity shall include attorney's fees and all costs of defense of such action and enforcement of this provision.

20.

ADVERTISING

No advertising or publicity naming The Villages Amphitheater shall be distributed prior to the payment of fees and the signing of a facility use contract by both parties. Such advertising or publicity naming the facility must use the correct title of the amphitheater, specifically: The Villages Amphitheater. For advertisement purposes, when the name of the amphitheater is stated it may not be represented or construed to represent a logo or endorsement of any kind. Examples of advertising and promotional materials to be used and the identity of all mediums and locations where promotions will be displayed shall be furnished to the Association. All advertisements must be approved by the Association prior to publication or distribution. No event at the Facility may be sponsored by an alcoholic or tobacco product or company whose name is associated with such products.

21.

EJECTMENT

The Association reserves the right, through its administration, to eject any objectionable party or parties from the Facility or grounds, and may exercise this right through any of its committees, agents, security personnel or policemen. **The City of Peachtree City** hereby releases any and all claims for damages against the Association arising from the exercise of this right. Association has no responsibility for the repayment of any fee or admission charge in the event a party or parties are ejected pursuant hereto. **The City of Peachtree City** shall be responsible for safeguarding all personal property of persons ejected.

22.

CONTACT PERSON

The City of Peachtree City agrees that the individual named in the **The City of Peachtree City** Application and designated as contact person, shall be present at the facility at all times during the event, including all rehearsals. Said individual shall be the **The City of Peachtree City** agent for purposes of communicating to the Association during the schedule event.

23.

CANCELLATION OF EVENT DUE TO NATURAL DISASTER, WEATHER OR ANY EVENT OUTSIDE THE DIRECT AND IMMEDIATE CONTROL OF THE ASSOCIATION

The City of Peachtree City agrees that due to the outdoor nature of the Facility, inclement weather may adversely affect its use during the scheduled event. **The City of Peachtree City** hereby assumes the risk of such occurrence, including but not limited to rain and cold temperatures, and further waives any right to clam damages or seek reimbursement of any fees from the Association due to the occurrence of such natural phenomena. In the event that the Association, in its sole discretion, determines that the scheduled performance must be canceled due to natural disaster, fire, or thunderstorm, the **The City of Peachtree City** shall be granted the next available date for use of the Facility. The Association shall determine the next available time during which the **The City of Peachtree City** may reschedule its event and shall inform the **The City of Peachtree City** of this date within a reasonable time. The **The City of Peachtree City** hereby releases the Association from a cancellation under this paragraph. Association makes no guarantee of the availability or reliability of utilities, which is the responsibility of the respective suppliers.

The Association reserves the right, without notice, to cancel this Agreement at any time whatsoever, if in the determination of the Association cancellation is necessary to protect the health, welfare, morality or safety of the public, or if the premises are used for any purposes other than that specified in this Agreement, or if **The City of Peachtree City** actions or use of the Facility constitutes a nuisance or in any other way is violation of the laws or ordinances of Fayetteville, Fayette County, State of Georgia, or the United States, or the facilities and premises would be adversely affected by **The City of Peachtree City** activities, such adverse use not being contemplated upon the execution of this Agreement. Further, the Association may cancel

any performance or act due to, fire, fire hazards, terroristic threats, local, state and national emergencies, local, state and national security threats, any security threats received by or known by local law enforcement officers. Association may cancel any performance or act upon the advice, direction or request of local, state or federal law enforcement officers. The **The City of Peachtree City** hereby assumes the risk of such cancellation and further hereby agrees to indemnify and hold harmless the Association from and against any and all claims, suits, actions, demands, damages and judgments of any description, from any person or entity, arising out of the cancellation of a performance or act pursuant to this paragraph 24. **The City of Peachtree City** hereby waives all claims against the Association, of any character or nature arising out of, or related to the Associations cancellation of an act or performance pursuant hereto.

It is expressly agreed that in the event of a cancellation of this contract, **The City of Peachtree City** shall have no claim of any character against the Association by reason of such cancellatio.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by the duly authorized officials, the day and year first above written.

City of Peachtree City

For Association:

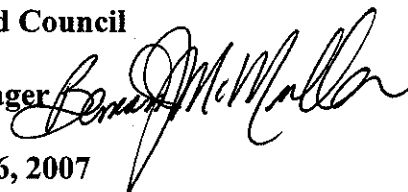
Mayor

Chairman,

Main Street Tourism Association

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: October 26, 2007
SUBJECT: Consider Proposed Changes to PCTA Board
November 1, 2007, Council Consent Agenda

Recommendation:

Staff recommends that Council postpone the review of the proposed changes to the PCTA Board until further discussion can be conducted with staff and PCTA Board Members.

BJM:nv

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Engineer

DATE: October 26, 2007

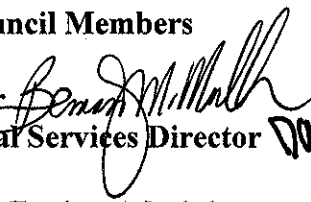
SUBJECT: Staff Report on Traffic and Cart Path Issues on Peachtree Parkway
November 1, 2007, City Council Agenda

The traffic report from A & R Engineering did not come in prior to the deadline for the agenda packet. Assuming the report is received before the Thursday meeting, it will be distributed and discussed at the Council meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Developmental Services Director 

FROM: City Planner/ Zoning Administrator 

DATE: October 25, 2007

SUBJECT: Amendment to Article X, Requirements by District, Section 1006.5(f), Maximum building height, specifically to provide for maximum building heights within the GC General Commercial zoning district.
November 1, 2007 City Council Agenda

Recommendation:

Staff recommends that Council adopt the proposed amendment to Article X, Requirements by District, Section 1006.5(f), Maximum building height, specifically to provide for maximum building heights within the GC General Commercial zoning district.

Discussion:

When the amendments establishing procedures for reviewing large retail developments within the GC zoning district were adopted on March 2, 2006, City Council also included an amendment to establish the maximum building height within the GC zoning ordinance to no more than 35' above finish grade.

Up until that date, this portion of the ordinance stated:

Maximum building height: Ten stories, but if over 35 feet, it must be approved by the fire department.

Staff recently discovered the adoption of this amendment has resulted in several existing buildings being nonconforming with the current height restrictions. It also prevents all new buildings within most retail and commercial areas from exceeding 35' in height. Through the years, buildings within the GC zoning district could exceed 35' in height as long as they were approved by the fire department through the site plan review process. It appears that many buildings exceeding 35' in height were reviewed and approved during this time.

Section 1006.5(f), Maximum building height

October 25, 2007

Page 2

This issue surfaced during a recent Planning Commission workshop where site plans and building elevations for two new hotels were being discussed. Both hotels would be located within the GC zoning district, which would limit the building height to no more than 35'. One hotel would be three stories in height (55') and the second would be four stories in height (60').

Staff researched the architectural plans for many of the retail and office buildings approved during the past few years, and found a significant number exceed 35' in height. Staff also researched building heights identified in each of the city's zoning ordinances and found that some zoning districts would still permit a 10-story building. We plan to review each of our zoning classifications and recommend that amendments be adopted to ensure consistency between each of the zoning districts.

In discussing the height issue with the Planning Commission, it was felt that the review of buildings that exceeded a specified height should not only be based on the height, but the actual design and aesthetics of the building. Several members of the Planning Commission recommended that Staff research and propose enhancements to the city's Design Guidelines Ordinance pertaining to building height. These proposals were presented to the Planning Commission on October 22, where they were well-received.

The proposed amendments to the GC zoning ordinance (Attachment "A") stipulate that no building can exceed 60' in height. If a building within this zoning district exceeds 35' in height, the Applicant must first meet with the Fire Marshal and the Building Official to determine if the building, circulation and site layout meets Fire and Building Codes. Additionally, if the building exceeds 35' in height, the Applicant would also be required to submit schematic building elevations to Staff and the Planning Commission as a part of the conceptual site plan review process. These elevations would be reviewed in conformance with the proposed amendments to Section 726 of the General Design Guidelines Ordinance (Attachment "B").

At their meeting on October 22, the Planning Commission voted unanimously to recommend that the proposed amendments to the maximum height restrictions within the GC zoning district be forwarded to City Council with a recommendation that they be approved (Attachment "C"). The proposed amendments to the Design Guidelines Ordinance will be considered in a Public Hearing before the Planning Commission on November 12, and then be presented to City Council for adoption on December 6.

Budget impact:

There is no budget impact associated with this request.

**AN ORDINANCE TO AMEND ARTICLE X, REQUIREMENTS BY
DISTRICT, SECTION 1006.5 (f), MAXIMUM BUILDING HEIGHT,
OF THE PEACHTREE CITY ZONING ORDINANCE
TO PROVIDE FOR MAXIMUM BUILDING HEIGHT RESTRICTIONS
WITHIN THE GC GENERAL COMMERCIAL ZONING DISTRICT, AND TO
ESTABLISH DESIGN REVIEW CRITERIA WHEN A BUILDING
EXCEEDS A SPECIFIED HEIGHT,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article X, Requirements by District, Section 1006.5 (f) Maximum building height, be repealed in its entirety and amended as follows:

Sec. 1006.5 (f) Maximum building height.

The maximum height of all buildings shall not exceed 60' from finish grade to the ridge line or the tallest portion of the roof. If the height of a proposed building exceeds 35', as measured from finish grade to the ridge line or the tallest portion of the roof, the proposed access, site circulation and building design shall be reviewed by the Fire Marshal and Building Official in accordance with current fire and building codes prior to approval of the conceptual site plan approval process. The Fire Marshall and Building Official may impose conditions, as necessary, on any building which will exceed 35' in height, based upon the applicable fire and building codes.

In addition, and as a part of the conceptual site plan approval process, the City Staff and the Planning Commission shall review the building elevations in accordance with Division 4. Standards for Retail, Commercial and Industrial Building Design as identified within Article VII. General Development Standards and Design Guidelines of the Land Development Ordinance.

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

Done, Ratified, and Passed this _____ day of _____ 2007.

Harold Logsdon, Mayor

Attest:

City Clerk

DIVISION 4. STANDARDS FOR RETAIL, COMMERCIAL AND INDUSTRIAL BUILDING DESIGN.

Sec. 724. Applicability.

The intent of these standards is to enhance the visual appearance of the community as a whole, as well as the commercial appeal of individual establishments. The mission or intent of this requirement is to adopt design standards which, over time, will establish a streetscape and image that will make the City of Peachtree City unique to surrounding jurisdictions, establishes a unifying theme, presents the traveling public with a sense of arrival, is harmonious with its surrounds, is aesthetically pleasing and enhances the character of the community.

As such, the following goals, at a minimum, are established:

- (a) To encourage the rehabilitation/ redevelopment of commercial areas.
- (b) To reinforce and promote the established "village center" planning concept and associated retail and commercial development.
- (c) To facilitate and encourage safe, attractive, and convenient pedestrian circulation and alternate forms of transportation within a development, along a corridor and throughout the community.
- (d) To promote and encourage new development to be compatible in both scale and character with adjoining developments.
- (e) To use landscaping techniques to soften the effect and blend each development with the surrounding areas.
- (f) To further energy conservation and stormwater management through better design.
- (g) To ensure that quality development throughout the city is obtained.

Development or redevelopment of all retail, commercial, office and/ or industrial tracts lying within 500 feet of the centerline of SR 74 or SR 54, or within 500 feet of the centerline of any scenic road, community or village collector as defined by this ordinance, shall comply with the requirements of this Ordinance.

Each new development and/ or changes to existing development located within these areas shall be reviewed by the Planning Commission for conformance with these guidelines. There shall be no alteration of the existing condition of land, uses, structures, landscaping or lighting within these areas

without approval of the Planning Commission. However, if a proposed development will not be visible from the road once the project is completed, the Planning Commission may waive review of the development.

The compatible relationship of each development within these areas is of critical public concern for any building or site enhancements. The intent of the design review is not to stifle innovative site planning, engineering, or architectural design but to assure respect for and reduce incompatible and adverse impacts on the visual experience. The Planning Commission shall base their review on the guidelines established herein as the sole basis for their review.

Sec. 725. Architectural design.

The design of all structures, walls, fences, signs, light fixtures and accessory buildings shall be unobtrusive and of a design, material and color that blend harmoniously with the natural surroundings, and the scale of neighboring architecture, complying with the intent of this section. Innovative, high quality design and development is strongly encouraged to enhance property values and long-term economic assets along designated corridors.

Diversity of architectural design is highly encouraged. However, multiple buildings on the same site or within the same development should be designed to create a cohesive visual relationship between the buildings.

"Franchise architecture" for single or multiple buildings within a development should be avoided in order to create buildings that complement one another. Franchise architecture is defined as building design that is trademarked or identified with a particular franchise, chain or corporation and is generic or standard in nature. Franchises or national chains should follow the standards of this ordinance to create a building that is compatible with the development in which it is located, utilizing similar architectural design, building materials or color selections to blend in with the surrounding development.

Architectural design should be compatible with the developing character of the neighboring area. Design compatibility includes complementary building style, form, size, color, materials, and detailing. The Architect should consider each of the following contexts as part of the design process:

- (a) Size (the relationship of the project to its site);
- (b) Scale (the relationship of the building to those around it);
- (c) Massing (the relationship of the building's various parts to each other);
- (d) Fenestration (the placement of windows and doors);

- (e) Rhythm (the relationship of fenestration, recesses and projections);
- (f) Setback (in relation to setback of immediate surroundings);
- (g) Materials (their compatibility with the surrounding developments);
and,
- (h) Context (the overall relationship of the project to its surroundings).

Buildings should incorporate alcoves, arcades, awnings, covered walkways, porticoes or roofs that protect pedestrians from the rain and sun. In addition, when appropriate, buildings should incorporate changes in mass, surface, lighting or finish to emphasize entranceways.

Blank walls that can be seen from any street (public or private) are prohibited. Walls shall have offsets, jogs, or other distinctive changes in the building façade. Long or continuous wall planes shall be avoided, particularly in pedestrian activity areas, where buildings should exhibit more detail and elements appropriate for close range pedestrian view.

Sec. 726. Building height and massing.

The height of proposed buildings should be coordinated with the height of adjoining structures, especially where buildings will be located very close to each other. It is often possible to adjust the height of a wall, cornice, or parapet line to match that of an adjacent building. Similar design linkages, such as window lines, should be placed in a pattern that reflects the same elements on neighboring buildings.

The massing of a building can be defined as the overall geometry (length, width and height) of its perceived form. Massing is a significant factor that contributes to establishing the character of a specific building. Of particular importance in defining the massing of a building is the overall height of the form, both actual and perceived, as well as the geometry of the roof.

In order to reduce the apparent bulk of multi-story buildings and maintain pedestrian scale by providing a sense of "base," "middle," and "top", the following guidelines must be met:

- (a) Top: The "top" of the building shall emphasize a distinct profile or outline with elements such as projecting parapets, cornices, upper level setbacks, or pitched rooflines.
- (b) Middle: The middle of the building must be made distinct by change in building materials and/ or color, windows, balconies, recessed panels, step

backs, or other decorative features. The middle of a building typically consists of a pattern of upper-story windows.

(c) **Base.** Buildings shall have a distinct "base" at the ground level by using articulation and materials such as stone, masonry, or decorative concrete. Distinction of the base may also be defined by windows, alcoves, water tables, a change in materials, texture or color, building overhangs, canopies, awnings, or other architectural elements. For multi-story buildings, a base may be one story tall, defined by a storefront, a cornice, or a change in materials.

The facades of all buildings shall be proportionally divided using architectural elements including windows and entries in conjunction with porches, arcades, and awnings. Any wall surface over 30 feet in length should include at least one change in plane. Larger buildings shall be divided into bays of 25 to 40 foot widths. Bays can be articulated by pilasters, piers, differentiation in material, texture, or color, or by variation in the wall plane.

Sec. 727. Exterior building materials and architectural elements.

All sides of a building may have an impact on adjoining developments and should be considered for treatment with an architectural finish of primary materials (i.e., brick, wood and stone), unless other materials demonstrating equal or greater quality are used. As a general rule, front facades should be at least 80 percent brick and/ or stone. Side facades should be at least 50 percent brick and/ or stone. Rear facades do not have a minimum requirement for primary materials and can consist entirely of secondary materials (e.g., stucco). Tertiary materials (i.e., wood and metal) should be used for decorative elements and trim only.

The following types of building materials should not be used on any part of the exterior of a building exposed to public view:

- (a) metal building without a masonry base course or other architectural features
- (b) prefabricated steel panels
- (c) highly reflective, shiny, or mirror-like materials
- (d) mill-finish (non-colored) aluminum metal windows or doorframes
- (e) aluminum, vinyl or fiberglass siding or roofing materials
- (f) unfaced or painted concrete block
- (g) pre-cast concrete panels or exposed, unfinished foundation walls

- (h) exposed plywood or particle board

Sec. 728. Exterior color selection.

Material or color changes generally should occur at a change of plane. Piecemeal embellishment and frequent changes in material and/ or color selections will be avoided.

Facade colors should be low reflectance, and subtle, neutral, or earth-tone colors. High-intensity colors, metallic colors, black, or fluorescent colors should not be used.

Building colors should be carefully chosen so that each building color complements that of its neighbors. Colors can be classified as the "base" color (used on the majority of the building surface), "trim" color (used on the window trim, fascia, balustrades, and posts), and "accent" color (used on signs, awnings, and doors). The base color should consist of more subdued earth tones or brick shades. Trim colors should have contrasting lighter or darker shade than the base color. If natural brick is used, it should not be painted.

Sec. 729. Primary color(s).

A maximum of three predominant colors should be designated as a primary unifying element. Accent colors should not be considered predominant colors. Flexibility may be used to allow additional colors and/ or a range of predominant colors provided that these colors are in the same family of colors or are similar to each other. Any color specified as a primary unifying element shall be dominant in the building facade.

Sec. 730. Accent colors.

Accent colors may be used as a secondary unifying element provided they are used throughout the development.

Sec. 731. Awnings.

The use of awnings on buildings is encouraged to provide protection from sun, wind, and rain, and to improve aesthetics of the building exterior. It is recommended that awnings be constructed with a durable frame, covered by a canvas material. Aluminum and other metal canopies are acceptable in most instances, particularly when integrated into shopping center designs.

Solid colors are preferred over striped awnings, but striping is permitted if colors complement the character of the structure or group of buildings.

Awnings are encouraged for first floor retail uses to provide architectural interest and to encourage pedestrian activity. Where awnings are used, they should be designed to coordinate with the design of the building and any other awnings along the same block face. Awnings on second floor windows can be used to soften the appearance of a particular elevation or to assist in reducing the scale of the overall building.

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 22, 2007**

**PH-07-13 Proposed Amendment to Article X., Section 1006, GC
General Commercial District, providing for the addition
of specific criteria addressing maximum building heights.**

Mr. Rast stated that at the last Planning Commission meeting, Staff was asked to expand upon the design guidelines that were adopted several months ago and develop specific criteria for reviewing the architectural design of buildings that exceeded a specific height.

Mr. Rast stated that in reviewing the zoning ordinance, he felt that the language addressing building height and massing was not appropriate for that section.

Mr. Rast stated if architectural design was being addressed, the appropriate area to include the language would be in section 725, under Architectural design. He also added a section (Sec. 726), to specifically address building height and massing. Any questions would refer to this section.

Mr. Scott approved of the addition stating that if a building exceeded 35' in height, a schematic building elevation would be required. He felt that incorporated the earlier discussions. He also felt there was a problem regarding the distance from the road and that this language should be clarified. Mr. Rast replied that although not previously included, guidelines would now be in place for any development or redevelopment within 500' of Highway 54 or 74 or any scenic road.

Mr. Scott asked if this would give the Planning Commission more say in the architectural design. Mr. Rast responded that it would.

Mr. Staples stated that Division 4 did not refer to the trees, coverage or buffers and wondered if there was a reason that was not expanded upon.

Ms. Lynda Wojcik, a resident of Peachtree City, stated that she had spoken with several neighbors who were concerned about the removal of trees. She felt that pine trees should be looked at as closely as specimen trees and that there should be a clause addressing all trees that were 20' or higher. Trees were being cut prior to the property being sold.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager 
FROM: Administrative Services Director / City Clerk 
DATE: October 26, 2007
SUBJECT: Consider Ordinance Amendment – Alcohol Ordinance
November 1, 2007, City Council Meeting

Recommendation:

That Council adopt the attached amendment to the Alcohol Ordinance and establish the following regulatory fees as part of the City's Fee Schedule as outlined below:

Retail Consumption Dealer - Additional License

Spirituos Liquors (pouring)	\$1,000
Malt Beverage (beer)	\$ 150
Wine	\$ 100
Sunday Sales	\$ 100

Discussion:

As discussed at the October 18 meeting, the City was approached by representatives of the Wyndham Peachtree Conference Center regarding the four alcohol licenses purchased each year by the facility. The total paid each year is \$22,000. The representative indicated that this was extremely high, and provided samples of other municipal alcohol license fees in the Metro Atlanta area. Several of these offered a reduced price for additional licenses within the same facility, such as those held by the Wyndham.

The City Attorney confirmed that the licensing fees charged by a municipality were regulatory in nature and should reflect the costs of regulating the business. Staff agrees that the Wyndham and Aberdeen Woods, which is the only other location to hold multiple licenses, do not require the amount of additional regulation reflected in the full license cost.

The attached Ordinance Amendment includes the following changes:

- Sec. 6-2 provides the definition for hotel (to include the additional bars within).
- Section 6-36 establishes the licensing and fees for additional licenses, which are based on 20% of the full license fee for that category, and are consistent with other fees charged in the Metro Atlanta area.

Budget Impact:

This item will reduce the annual payments from the Wyndham and Aberdeen Woods by a combined total of \$17,600.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR LICENSING FOR THE SALE OF ALCOHOLIC BEVERAGES; TO PROVIDE DEFINITIONS; TO ESTABLISH LICENSING REQUIREMENTS; TO PROVIDE OPERATING REGULATIONS AND RESPONSIBILITIES; 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 I, Section 6-2 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by adding the definition of "Hotel" as follows:

Sec. 6-2. Definitions.

Hotel means a building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 50 or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms, with adequate and sanitary kitchen and a seating capacity of at least 40, where meals are regularly served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a lounge or restaurant, or both, on their premises; and the holder of such franchise shall be included in the definition of hotel hereunder. If more than one franchise is granted, such franchise will be considered an additional licensee under this Chapter.

Section 2. Article I, Section 6-36(a) of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-36. License required to sell alcoholic beverages.

(a) Licenses for the sale of alcoholic beverages shall be issued by the city clerk at an annual license fee to be established by city council resolution for the following:

- (1) Retail consumption dealer (distilled spirits);
- (2) Retail package dealer (distilled spirits);
- (3) Retail consumption dealer (malt beverage);
- (4) Retail package dealer (malt beverage);
- (5) Retail consumption dealer (wine);
- (6) Retail package dealer (wine);
- (7) Wholesale dealer (distilled spirits);
- (8) Wholesale dealer (malt beverage); and
- (9) Wholesale dealer (wine).
- (10) Retail consumption dealer — additional license

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.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager 
FROM: Administrative Services Director / City Clerk 
DATE: October 12, 2007
SUBJECT: Discuss Alcohol Ordinance – Special Events, Brown Bagging, Definition of Premises
November 1, 2007, City Council Meeting

Recommendation:

That Council provide direction to staff for any additional desired changes to the Alcohol Ordinance relating to providing a process to license special events, to address brown bagging, and to provide for additional definition of premises.

Discussion:

At the October 18 meeting, staff presented several proposed ordinance amendments to address ongoing requests or issues that are beginning to arise dealing with alcohol.

Special Events and Qualifying Locations

Over the years, staff has received multiple inquiries about obtaining a license for a single-day special event. While this has happened in the past with special Council action, there is no formal permitting process and no fees have been established. On the advice of the City Attorney, staff researched the City of Newnan's new alcohol ordinance, which provides for this process. The ordinance has two steps:

Qualifying Location - this application process would confirm that the location meets the distance requirements to which we hold licensed alcohol establishments. Staff envisions approving this at the staff level on an annual basis.

Special Event Permit – this step provides the process and establishes fees for an individual or organization to obtain an alcohol license for a special event of a limited duration. The parties responsible would have background checks and approval of the permit would come before Council.

Complimentary Alcohol to induce trade - Staff recommended added language prohibiting businesses from giving away alcohol to customers, thereby avoiding the need for a permit but having the cost of the alcohol included in the price of entry or the purchase of goods or services. This is actually included in state law, but staff recommended inclusion locally for clarification.

Exemptions – Staff proposed exempting business development and non-profit events (such as a business after-hours ribbon cutting or an invitational groundbreaking ceremony) at which alcohol may be served but the invited guests are not purchasing anything at the event or paying to attend. Functions at private residences would also be exempted as long as the guests do not pay to attend or for any good or service.

Brown Bagging

Brown bagging is the practice of an establishment that does not hold an Alcohol License allowing patrons to bring their own alcohol in for consumption. This is currently occurring at at least one establishment in Peachtree City, and the City has received a few complaints or queries from citizens about the practice.

The practice causes problems because the City, including the Police Department, does not have knowledge of the practice. The location may also be within a prohibited distance of a school, church, or alcohol treatment center. Prohibiting brown bagging, which is done in Newnan, Tyrone, and other municipalities, would address these issues. Staff envisions continued exemption of the Frederick Brown, Jr., Amphitheater, which is specifically granted the practice in Sec. 54-71 of the Ordinances and provides security for events with alcohol.

Premises, Golf Courses

Council has received requests from the local golf course owner to allow for sales on the course in addition to sales within the clubhouse. One option is for the course to establish a second location on the course. The City of Newnan has the following provision for golf courses:

For golf club facilities, "licensed premises" includes not only the room wherein alcoholic beverages are sold or served, but shall also include the entire building where the room is located and the entire boundary of the golf course except parking lots, alleyways, streets (private and public), and lakes. Golf clubs are authorized to sell and serve malt beverages only in the manufacturer's original containerized receptacle outside the room and building on the licensed premises as defined above. Patrons may consume the same on the licensed premises as defined above.

The above language would need to be modified to address public streets and paths, versus private and public streets. Expanding the premises to the entire course would also affect members' ability to bring their own alcohol (currently this would not be prohibited as long as they do not enter the clubhouse where the alcohol license is).

The Police Department has expressed concerns that each of the golf courses in the City cross public streets and cross or share public paths, exposing the members to the possibility of violating the Open Container Law, which also applies to golf carts.

POSITION PAPER

Proposed Rezoning
SANY America tract (44.29-acres), SR 74 South
GI to LUI
City Planner/ Zoning Administrator
October 25, 2007

David J. Mulla
David

Situation:

Peachtree City Holdings, LLC owns a 44.29-acre tract of land on SR 74 South. The property is zoned GI General Industrial and designated as IND Industrial on the city's Land Use Map. SANY America, Inc. has a contract on the property and desires to construct their North American headquarters on the site.

The overall development would include a 50,000 SF office building, a 50,000 SF research and development building, associated parking and service drives. The site plan proposes extensive tree save areas as well as formal Chinese gardens and walking trails.

In addition, the Applicant desires to construct a total of nine (9) residential units on the property. Three (3) of these units would be condominiums located within the office building and the remaining six (6) units would be freestanding guest villas located at the rear of the property. The purpose of developing residential units on-site would be to provide visiting board members, dignitaries and guests a comfortable place to stay while visiting the headquarters facility. The Applicant has indicated these units are an integral component of their overall master plan and vision for this site.

Because the property is not currently zoned for this type of development, the Applicant is requesting that it be rezoned to an appropriate classification. A copy of the Request for Rezoning application is included as Attachment "A".

Facts:

1. The property known to us as the SANY America headquarters tract is 44.29-acres in area and is currently zoned GI General Industrial. Peachtree City Holdings, LLC, has owned the property for many years.
2. The subject tract adjoins the Wilden Plastics tract to the north (zoned GI General Industrial), the Flat Creek Nature Area to the east (zoned OS Open Space), the Panasonic Corporation tract to the south (zoned GI General Industrial) and SR 74 to the west.
3. The city's Land Use Plan designates the subject tract as IND Industrial.
4. SANY America, Inc. has the subject tract under contract and desires to construct their North American headquarters on the site. The overall development would include a 50,000 SF office building, a 50,000 SF research and development building, associated

Peachtree City Holdings, LLC tract (44.29-acres)

October 25, 2007

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parking and service drives. Each of these uses would be permitted within the GI General Industrial zoning district.

5. The Applicant also desires to construct a total of nine (9) residential units on the property. Three (3) of these units would be condominiums located within the office building and the remaining six (6) units would be freestanding guest villas located at the rear of the property. In order to accommodate the residential component, the overall tract would need to be rezoned from its current designation of GI General Industrial to LUI Limited Use Industrial.
6. The Applicant has provided a schematic master plan identifying potential building locations, parking areas and internal circulation. It is understood the final layout of all buildings and site amenities would be refined as the conceptual site plan and final site plan are developed.
7. The Applicant has indicated their desire to preserve as many of the existing trees on site as possible and to incorporate walking trails, outdoor meeting spaces and formal Chinese gardens into the overall development.
8. The Applicant is requesting that the overall 44.29-acre tract be rezoned to LUI Limited Use Industrial to accommodate the proposed development.
9. The proposed rezoning was discussed in a workshop format at the September 24, 2007 Planning Commission meeting (Attachment "B").
10. At their meeting on October 22, 2007, the Planning Commission voted unanimously to forward the proposed rezoning to City Council with a recommendation that it be approved (Attachment "C").

Recommendation:

Staff recommends that the rezoning of the 44.29-acre Peachtree City Holdings, LLC/ SANY America, Inc. tract be approved subject to the following understandings and conditions:

1. There shall be no more than nine (9) residential units on the property. No more than six (6) of these units shall be freestanding, single-family detached units located at the rear of the site. The remaining three (3) units shall be condominiums located within the office building.
2. The property cannot be subdivided so as to permit any residential unit to be sold or conveyed to a third party. The residential units cannot be leased to any third parties who are not employees, directors, or affiliated with SANY America, Inc. These restrictions shall be referenced on the plat for the property.
3. The maximum floor area of each residential unit shall not exceed 4,000 SF in area.

Peachtree City Holdings, LLC tract (44.29-acres)

October 25, 2007

Page 3

the Planning Commission as a part of the established review and approval process. It is understood the general layout of the buildings, parking and internal circulation may change once final engineering documents are prepared.

5. The Applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of this development.
6. The Applicant shall coordinate with the Peachtree City Building, Fire and Police Departments to ensure their understanding of the proposed development, building design, internal circulation routes, emergency response and fire safety issues.
7. Existing vegetation within all designated tree save and landscape buffers shall be preserved to the greatest extent practicable prior to, during and following construction activities.
8. The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance.

A copy of the proposed ordinance is included as Attachment "D".

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:

That parcel of property located adjacent to and immediately north of
the property owned by Matsushita Communication Corp. of USA d/b/a Panasonic,
west of the Flat Creek Nature Preserve and along Highway 74 South of
Wilden AG consisting of 44.29 acres

This property is presently zoned: General Industrial

The proposed zoning classification is: Limited Use Industrial

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

Signature: [Signature]

Owner: (print) Peachtree City Holdings, LLC/Sany America, Inc. (option holder)

Agent: (print) Richard P. Lindsey

Address: 400 Westpark Court, Suite 220, Peachtree City, Georgia 30269

Phone: (770) 631-1811 Date: _____

This request, along with the required fee (\$600 + \$25/acre) and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Rant

Title: City Planner / Zoning Administrator

Date: 09-21-07

Request Number: 2007-14

Date of Planning Commission Public Hearing: ~~October 8, 2007~~ October 22, 2007

Date of City Council Public Hearing: November 1, 2007

11/01/06

RECEIVED SEP 19 2007

Attachment "A"

Legal Description

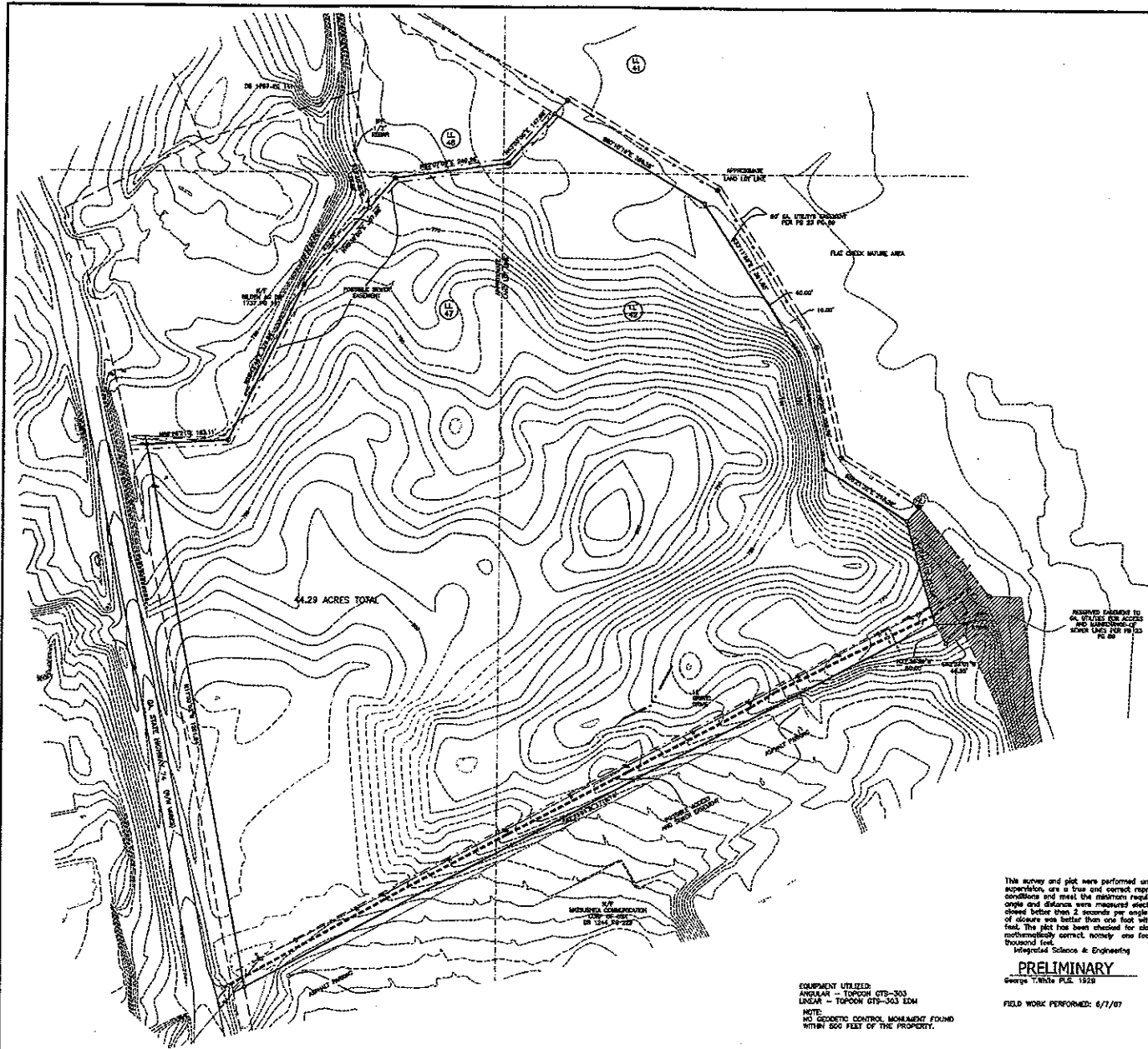
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 41, 42, 47 and 48 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the easterly right-of-way of Georgia State Highway 74 and the northern property line of Matsushita Communication Corp of USA/Panasonic (Deed Book 1244, Page 229) and thence running along the said easterly right-of-way of Georgia State Highway 74 North 11°03'52" West 1201.94 feet to a point; running thence North 86°26'21" East 183.11 feet to a point; thence running North 26°13'48" East 379.66 feet to a point; running thence North 40°39'50" East 307.68 feet to a point; running thence North 82°07'09" East 249.26 feet to a point; running thence North 43°53'06" East 147.98 feet to a point; running thence South 60°10'19" East 386.26 feet to a point; running thence South 33°11'56" East 391.85 feet to a point; running thence South 13°18'20" East 258.75 to a point; running thence South 58°21'32" East 213.29 feet to a point; running thence South 15°41'41" East 233.56 feet to a 1/2 inch rebar found; running thence South 62°23'01" West 1719.76 feet to a point located on the easterly right-of-way of Georgia State Highway 74 and THE POINT OF BEGINNING; said land consisting of 44.29 acres as depicted on that certain Boundary Survey for Sany Group Co., Ltd. by Integrated Science & Engineering, dated June 11, 2007.

EXHIBIT "B"

BOUNDARY SURVEY

EXHIBIT "A"



This survey and plot were performed under dry direct supervision, are a true and correct representation of existing conditions and meet the minimum requirements of law. Both angle and distance were measured electronically. The angles were better than 2 second per angle point. The linear error of closure was better than one foot within fifteen thousand feet. The plot has been checked for closure and is mathematically correct, namely one foot within fifteen thousand feet.

Integrated Sciences & Engineering

PRELIMINARY

FIELD WORK PERFORMED: 6/7/07

EQUIPMENT UTILIZED:
ANGULAR -- TOPCON GTS-303
LINEAR -- TOPCON GTS-303 EDM
NOTE:
NO GEODETIC CONTROL MONUMENT FOUND
WITHIN 500 FEET OF THE PROPERTY.



INTEGRATED
Science & Engineering

1000 UNIVERSITY AVENUE, SUITE 100
ANN ARBOR, MI 48106-1500
TEL: 734/769-7000 FAX: 734/769-7001

PROJECT NO. _____

DATE _____

SCALE _____

BY _____

CHECKED BY _____

APPROVED BY _____

TOPOGRAPHIC SURVEY
FOR
SANY GROUP CO., LTD.

LAND LOT 14, 24 & 34 OF THE 4TH TOWNSHIP IN THE COUNTY OF OSHTAGO

DRAWING NO. _____

SHEET NO. _____ of _____

DATE _____

BY _____

CHECKED BY _____

APPROVED BY _____

SANY America is constructing a manufacturing facility on another parcel of land in Peachtree City. SANY America desires to also locate its North American headquarters in Peachtree City, and most particularly, on the subject property. This headquarters complex (the "Complex") will consist of an office building and R & D center plus nine residential units - six of which will be free-standing homes and three as separate condominiums incorporated into the office building.

Sany intends to build a Complex that will incorporate modern architecture designs and traditional Chinese garden style landscaping. As stated above, the Complex will consist of several buildings, including an office building with conference facilities and a cafeteria, a research and development center, a building with three condominiums, and six houses. All of these structures will be linked by landscaped walkways and Chinese gardens. The houses (the "Housing Units") will be clustered behind the office building and the R & D center, with a large open green space in between. This open space will be landscaped with trees and flower beds and lined with walkways, with a small pond decorated with coi fish, a man-made rock mountain and a small arch bridge. The Housing Units will be built in a cluster surrounding a small park with a gazebo in the center. The condos will be incorporated into the office building facing the open space but will maintain separate entrances apart from the office building. All vehicular traffic in and out of the Complex will go through one main entrance, which will be monitored by company-employed security guards. See attached concept drawing.

Benefits of this design:

- It maintains the integrity of the property as an industrial-use property. This design presents a clear image that this is an office complex, consisting of many components; and that the entire Complex is for business use.
- The traditional Chinese garden style landscaping will introduce Chinese culture to the Peachtree City community and enhance the esthetic appeal and the value of the Industrial Park.
- The structure provides a comfortable and private living environment for the visiting guests, and at the same time provides a lot of common areas for these visiting guests to meet, interact and collaborate.
- The structure satisfies Sany's need to providing housing to its visiting guests, following its traditional hospitable culture.
- The Housing Units are an integral part of the Complex and will never be sold to individual homeowners.

Uses of the Housing Units:

- **NOT residential subdivision.** Sany does not intend to build a residential subdivision on the property. The Housing Units will be entirely for uses ancillary to the operation of Sany's business.
- The Housing Units will primarily be used by visiting executives, and, to the extent the Housing Units are available, scientists and researchers who come to work at the R&D center, and out-of-town customers and business partners. No rent or

EXHIBIT "C"

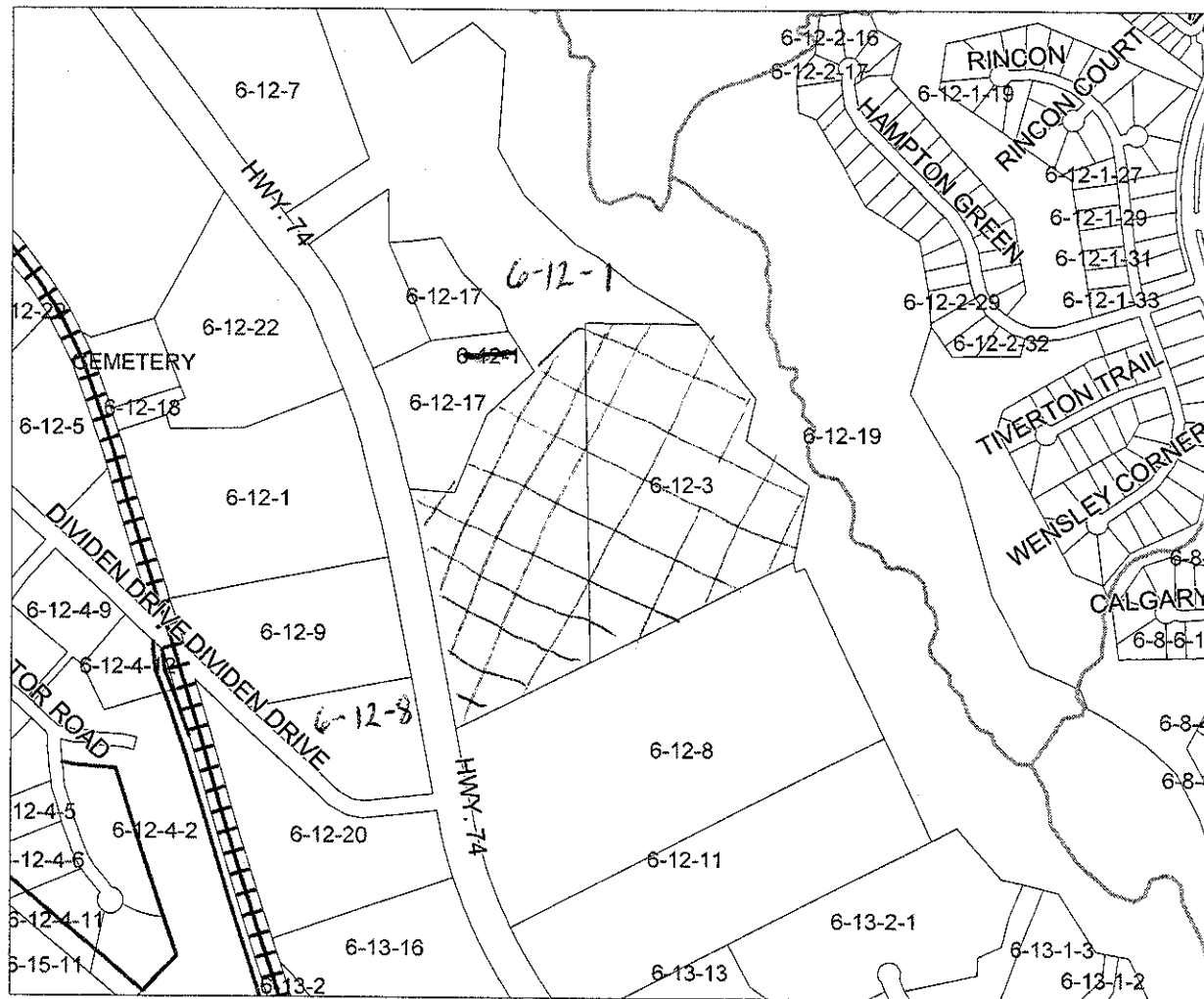
- other "use fee" will be charged for the use of any of the Housing Units.
- The Housing Units will not require any public service independently. The operation of the Housing Units will be part of the operation of the Complex and the responsibility of the company. Mail service and garbage pickup will be handled through the office building. Water, sewer and electricity will be master-metered. Phone and internet services will be provided through the office building. The Complex will have one street address. All structures in the Complex will be identified by unit numbers. The Complex will not require any school bus service.
- Although the Housing Units will have a kitchen, the company cafeteria will be open to the occupants.

Other Relevant Information:

- Ownership: The Housing Units are part of the Complex which will be owned by Sany America, Inc. or by the Fayette County Development Authority and leased to Sany America, Inc. The Housing Units will not be sold to individual homeowners, whether or not such individuals are Sany employees.
- Size and appearance: Each Housing Unit will have three or four bedrooms, with not more than 4,000 sf. The exterior architectural designs of the Housing Units will be of the same style as the office building and the R&D center, and the entire Complex will have a matched, coherent and integrated look.
- The Housing Units will not be visible from Highway 74. If necessary, tree or other landscaped structures will be used to block any view from Highway 74.
- The Housing Units will be built at the same time or after, but not before, the office building is built.

6-12-17	Wilden AG 650 Highway 74 South P.O. Box 2568 Peachtree City, Georgia 30269 Zoned GI
6-12-8	Matsushita Communication Corp. of USA One Panasonic Way Secaucus, NJ 07094 Zoned GI
6-12-1 6-12-3	Peachtree City Holdings P.O. Box 2007 Peachtree City, Georgia 30269 Zoned GI
6-12-9	Dividend Partners 665 Highway 74 S Peachtree City, GA 30269 Zoned GI
6-12-8	AMR Partners LP 201 Whitlock Ave. Marietta, GA 30064 Zoned GI
6-12-19	City of Peachtree City 151 Willowbend Peachtree City, GA 30269 Zoned OS

EXHIBIT "D" & "E"



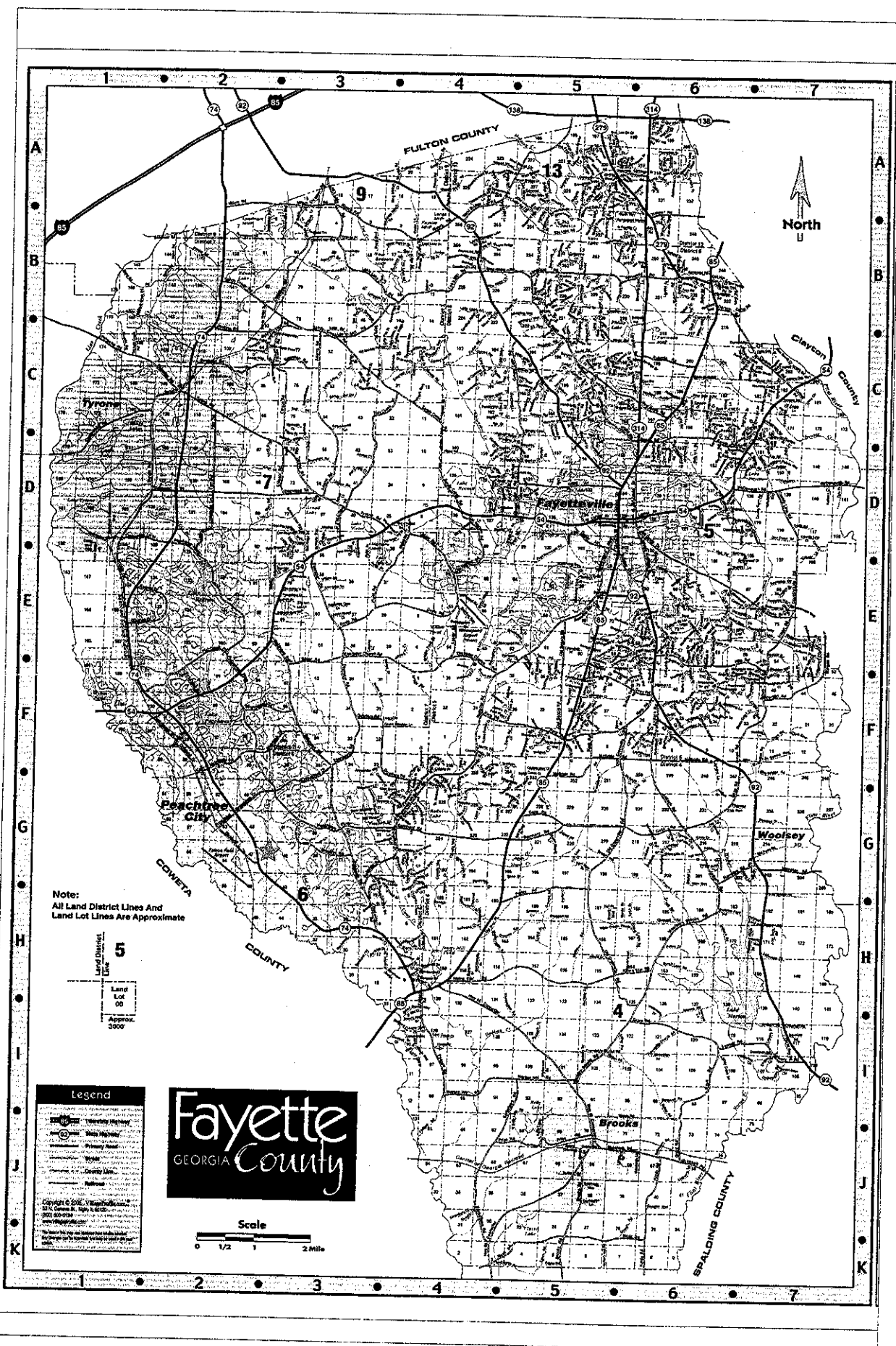
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FEET

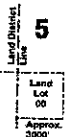


FAYETTE COUNTY PLAT

EXHIBIT "F"



Note:
All Land District Lines And
Land Lot Lines Are Approximate



Legend

- Major Road
- Minor Road
- Water
- County Line
- City Line
- Unimproved Land
- Other

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Fayette

Georgia County



MAP TO BE PROVIDED BY THE CITY OF PEACHTREE CITY

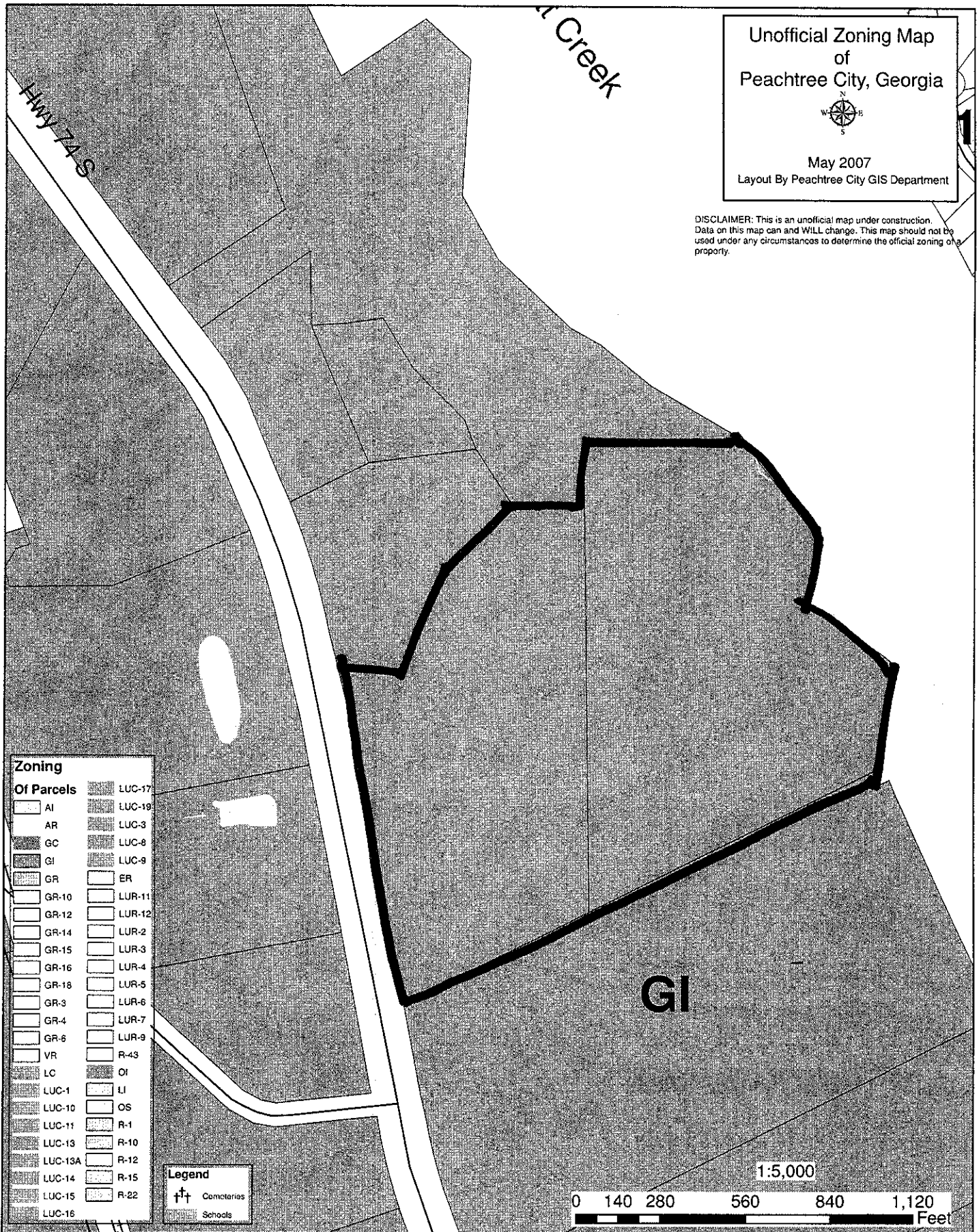
EXHIBIT "G"

Unofficial Zoning Map of Peachtree City, Georgia



May 2007
Layout By Peachtree City GIS Department

DISCLAIMER: This is an unofficial map under construction.
Data on this map can and WILL change. This map should not be
used under any circumstances to determine the official zoning of a
property.



Zoning

Of Parcels

AI	LUC-17
AR	LUC-19
GC	LUC-3
GI	LUC-8
GR	LUC-9
GR-10	ER
GR-12	LUR-11
GR-14	LUR-12
GR-15	LUR-2
GR-16	LUR-3
GR-18	LUR-4
GR-3	LUR-5
GR-4	LUR-6
GR-6	LUR-7
VR	LUR-9
LC	R-43
LUC-1	OI
LUC-10	LI
LUC-11	OS
LUC-13	R-1
LUC-13A	R-10
LUC-14	R-12
LUC-15	R-15
LUC-16	R-22

Legend



1:5,000

0 140 280 560 840 1,120 Feet

The property is located in the industrial park. The Flat Creek Nature Preserve is located at the rear or eastern border of the property. Approximately 3.14 acres of this tract is located within the 100 year flood zone and, thus, that portion will not be developed. The land is fairly level along the front or western section and drops off toward Flat Creek at the rear of the property.

EXHIBIT "H"

The property consists of a total of 44.29 total acres situated between Georgia Highway 74 to the west, Wilden Plastics to the north, City of Peachtree City green space and flood plain to the east and Panasonic to the south. Overhead power transmission and service lines run along the eastern property line at Georgia Highway 74. Overhead power service lines run along the southern property line within a public access easement adjacent to the Panasonic property. The access road easement provides access to a sewerage pump station owned and operated by the Peachtree City Water and Sewerage Authority near the southeast property corner (off property). Public sewer within a 20 foot easement runs along the northern property line with Wilden Plastics and continues through the City's property to the immediate east of the subject property. No other public facilities are known at or immediately adjacent to the subject property.

The following utilities and companies currently provide service to the site area:

- **Water - Fayette County Water System**
Provided across Georgia Highway 74 from the site.
- **Sewer - Peachtree City Water and Sewerage Authority**
Provided along the northern property line adjacent to the Wilden property.
- **Power - Georgia Power and Coweta-Fayette EMC**
Provided at Georgia Highway 74.
- **Telephone - AT&T**
Provided at Georgia Highway 74.
- **Cable - Comcast Communications**
Provided at Georgia Highway 74.
- **Natural Gas - Atlanta Gas Light**
Provided across Georgia Highway 74 from the site.

EXHIBIT "I"

There are no public facilities present on the property. The Flat Creek Nature Preserve borders the tract to the east. Falcon Field Airport is west of the property across from Highway 74, Dividend Drive and other businesses. Peachtree City Police headquarters is north on Highway 74. Weber Fire Station #83 is on Peachtree Parkway and Leach Station #81 is on Highway 74 north of the property.

EXHIBIT "J"

Sany America, Inc. has not prepared any development plans but intends to construct the proposed structures simultaneously or, at the very least, to construct the office buildings first and the residential structures second. At the present time, Sany America, Inc. anticipates that about 100 employees will work in the two buildings but that number will most likely increase over time. There will be no impact on the local schools. As such, the proposed use of the property should not have a detrimental impact on the surrounding area.

EXHIBIT "K"

- (a) **Tax Base.** The proposed rezoning will increase the City's tax base due to the increased value of the proposed improvements. Based upon the construction of two (2) 50,000 square foot buildings, six (6) free-standing homes of 4,000 square feet a piece, three (3) incorporated town homes of 4,000 square feet, the total area of construction will be 136,000 square feet. Assuming a construction cost of about \$150 per square foot, the total cost for these structures will be about \$20,400,000.00. The land is being acquired for \$50,000.00 per acre or \$2,214,500.00. The entire value of the project is thus \$22,614,500.00. Using a 40% evaluation and the 2007 millage rates of 22.146 for the Fayette County Board of Education, 5.432 for Fayette County, and 5.533 for the City of Peachtree City, the total tax revenue would be \$299,515.48 with \$50,050.41 coming directly to the City of Peachtree City.
- (b) **Public Education.** The proposed rezoning will have no impact on the number of students attending the schools, but the enhanced value of the property with improvements will contribute approximately \$200,328.29 to the Fayette County Board of Education.
- (c) **Police and Fire Protection.** Sany America anticipates that approximately 100 employees will work at this site when it initially opens. Thus, the impact on the Police and Fire Departments should be minimal.
- (d) **Emergency Medical Service.** The impact on the EMS personnel should be minimal.
- (e) **Transportation Facilities.** This project is located on Highway 74. With approximately 100 employees, the impact on the traffic should be minimal.
- (f) **Utilities.** See Exhibit (I) above.
- (g) **Environmental Protection.** The site will be developed pursuant to all local, state, and federal laws and regulations. A detention pond will be constructed.
- (h) **Recreation Program.** The proposed rezoning will have no impact on the recreation program of The City of Peachtree City.
- (i) **Implementation of Overall Development Plan.** Sany America anticipates construction all of the improvements simultaneously.

EXHIBIT L.

This site is too large to locate all specimen trees and, thus, Sany America will perform sample area calculations in conjunction with the City of Peachtree City during the design process and will perform tree preservation and replacement design at that time. The topographical map is attached as Exhibit (A).

EXHIBIT "M"

CONCEPTUAL SITE PLAN

EXHIBIT "N"

CONCEPTUAL SITE PLAN

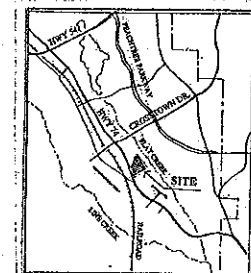
SANY

CORPORATE OFFICE,
R & D AND RESIDENCE

44 ACRES
PEACHTREE CITY
GEORGIA

LL 41, 42 47 & 48
6 TH DISTRICT
FAYETTE COUNTY, GA

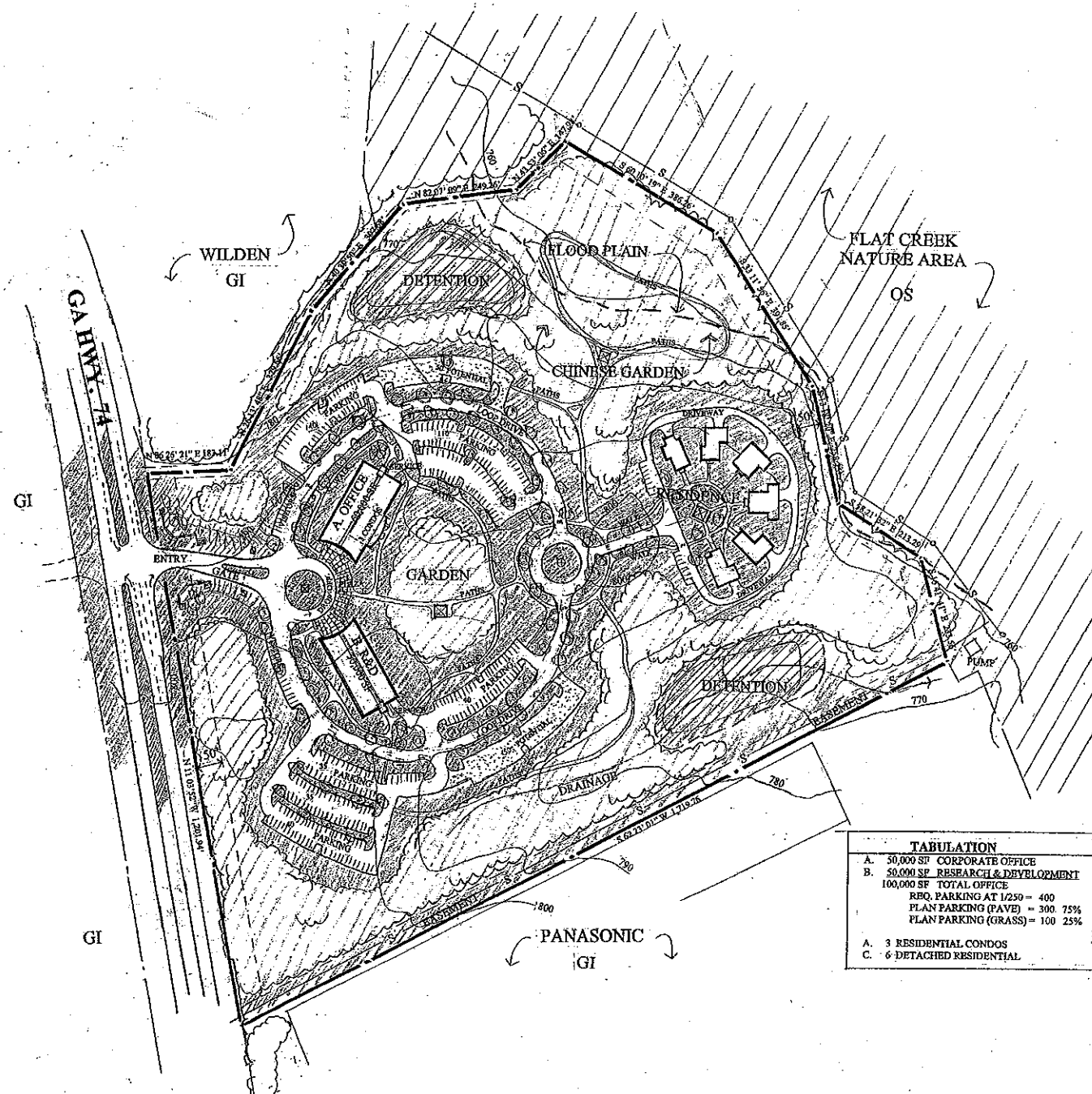
ZONING: LUI
SETBACKS:
FRONT: 50'
REAR: 50'
SIDE: 20'



↑ N. LOCATION MAP NTS

0' 100' 200'
SEPT. 12, 2007 NORTH

PETERSON
PLANNING



TABULATION

- A. 50,000 SF CORPORATE OFFICE
- B. 50,000 SF RESEARCH & DEVELOPMENT
- 100,000 SF TOTAL OFFICE
- REQ. PARKING AT 1/250 = 400
- PLAN PARKING (PAVE) = 300 75%
- PLAN PARKING (GRASS) = 100 25%
- A. 3 RESIDENTIAL CONDOS
- C. 6 DETACHED RESIDENTIAL

RECEIVED SEP 19 2007

EXCERPT FROM APPROVED MINUTES

PLANNING COMMISSION WORKSHOP SEPTEMBER 24, 2007

Review of rezoning application submitted by SANY America for proposed North American headquarters campus (to include office building, research and development building, and guest villas), 44.29 acres, SR 74 South, GI to LUI.

Mr. Rick Lindsey was in attendance to represent SANY America to discuss the proposed development of a corporate campus for the North American headquarters to be located on a 44-acre tract of land on SR 74 South. Also present were the president of SANY America, Mr. Lincoln Liang, and Ms. Guanming Fang, an attorney for Wambell Carlisle who had been instrumental in securing the deal for the State of Georgia and Peachtree City.

Mr. Lindsey stated that they were seeking a rezoning from GI General Industrial to LUI Limited Use Industrial. He stated that he did not believe that the use of LUI was anywhere in the city. The applicant was requesting the construction of a total of nine residential dwelling units for company officials. He stressed that the housing was not for sale or lease but for visiting executives, scientists and engineers for their stay here. The housing would not be for permanent residency. The operation of the homes would be part of the operation of the Complex. They would not require any additional public services nor would there be any children enrolled in the school system.

Mr. Lindsey also stated that all vehicular traffic would go through one main entrance which would be monitored by company-employed security. The space would be landscaped with trees, a Chinese garden, walkways lining the property, and would also include a small pond with coi fish. The nature preserve was behind the property and keeping that area environmentally friendly was very important. Mr. Lindsey also stated that the intent was to open the gardens once a year to our residents.

Mr. Staples asked if the applicants would have any problem with time restrictions for their length of stay. Mr. Lindsey replied that he would discuss that with the applicant but did not foresee that as a problem. He also stated that the visitor's stay could be from two weeks to one year or more but never for permanent stay.

Mr. Staples asked if the detention area was designed to support any other properties. Mr. Lindsey responded that it was not and that the surrounding sites had detention areas already. Mr. Rast stated that this was the perfect site for what SANY was proposing. He did hope that they would preserve as much vegetation as possible. He also felt that was the intention of SANY.

Ms. Fang came forward to stress that SANY manages its facility by frequently rotating their management. They like the employees to be able to get to work immediately. They would be unable to gauge the length of stays but would be happy to come up with a reasonable time length.

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 22, 2007**

PH-07-14 Proposed Rezoning, SANY America tract, proposed North American headquarters campus (to include office building, research and development building, and guest villas), 44.29 acres, SR 74 South, GI to LUI

Mr. Rick Lindsey was in attendance to represent SANY America and to present the proposed rezoning of a 44.29-acre tract of land on SR 74 South. Also present were Mr. Jianguo (Jack) Tang, the Vice-President of SANY America; Mr. Tony Tong, the Chief Technology Officer of SANY America; and Mr. Jerry Peterson of Peterson Planning. The property was currently zoned GI General Industrial and designated as IND Industrial on the city's Land Use Map. SANY America currently had a contract on the property and desired to construct their North American headquarters on the site.

Mr. Lindsey stated that the tract adjoined the Wilden Plastics tract to the north, the Flat Creek Nature Area to the east, the Panasonic Corporation tract to the south and SR 74 to the west.

Mr. Lindsey stated that the overall development would include a 50,000 SF office building, a 50,000 SF research and development building, associated parking and service drives. SANY America was requesting a rezoning from GI General Industrial to LUI Limited Use Industrial because of the desire to construct a total of nine residential units on the property. Three of these units would be condominiums located within the office building with the remaining six to be guest villas located at the rear of the property.

Mr. Lindsey emphasized that the residential portion of the property would never be subdivided, sold or leased. The homes would only be used by visiting employees, managers, directors or dignitaries from China. SANY's philosophy of operating was to transfer its management staff to their various locations. The Peachtree City facility would serve as their North American headquarters. The time of stay could vary from several days to a year. He stressed that many of the visitors would be limited in their communication skills and would not have drivers licenses. He continued to state that hospitality was greatly emphasized in the Chinese culture, with the desire to care for the needs of visitors. He also stated the homes would be owned and maintained by SANY and would be architecturally similar and would compliment the development. He also indicated the residential units would not be separately metered but would be maintained by the company. If

Unapproved Excerpt
Planning Commission Meeting
October 22, 2007

the property was ever sold and the buyer did not wish to use the residences as proposed, SANY would demolish the homes and remove them from the property.

Mr. Lindsey referred to the workshop that took place on September 24, 2007, at which time Mr. Staples questioned the length of time a guest might be staying in one of the residential units. Mr. Lindsey stated that he had spoken with Mr. Ted Meeker, the City Attorney, who was not necessarily concerned about the length of stay but about the property being subdivided.

Mr. Lindsey stated that all vehicular traffic would go through one entrance and parking would be limited. He continued that several walking paths would be throughout the development, as well as a Chinese garden and a small pond with coi or large gold fish.

No one else spoke in favor of the proposed rezoning.

Ms. Lynda Wojcik, a resident of Peachtree City, came forward and stated that she was not in favor of or against the proposal but wanted to ask if anything was in place to limit the use of the property if the zoning was changed as requested. Mr. Rast replied that with Limited Use zoning, the site plan would be adopted as a part of the zoning. In addition, the specific items were indicated on the rezoning application. If any changes were made, they would need to come back to the Planning Commission for approval.

Ms. Victoria Perez, a resident of Peachtree City, asked what size the condominiums would be to which Mr. Lindsey responded that residences would be no more than 4,000 SF.

Mr. Mike McKernan, a resident of Peachtree City, noted that the millage rate was high, and wondered whether the residential units were being treated differently or whether they were being treated like the other residents of the City. Mr. Lindsey responded that the property was going to be treated like everyone else's for tax purposes; in addition the property would be taxed as an industrial use or office use meaning that they would not receive the homestead exemption. As a result they would pay more to have the homes on the property.

Another resident came forward but did not state his name. He asked where the manufacturing facility that was associated with the project would be located. Mr. Rast responded that this property was for the office buildings and residences. A 288-acre tract of land was purchased behind Cooper Lighting for the manufacturing facility. He also stated that the tract was zoned GI General Industrial which would permit that type of use.

Ms. Wojcik asked if the trees would be cut down. Mr. Lindsey stated that the area where the Chinese gardens would be located was near the flood plain. Ms. Wojcik stated that she would like to see fewer trees removed. Mr. Lindsey responded that they were saving many more trees than was required.

Mr. Staples asked to be reminded of what SANY would do for community outreach. Mr. Lindsey stated that annually in China, SANY Day was celebrated. Mr. Tang stated that in China, on March 1, their property was opened for celebration. The intention was to continue the tradition here at the North American facility as well.

Mr. Staples also asked how many non-onsite residential employees would be working at the facility. Mr. Lindsey stated that he had seen the number of 100 but was sure it would not be a traffic burden to Highway 74.

Mr. Staples asked if there would be access to the golf cart path through the security points. Mr. Lindsey responded that he had seen plans which would have the path at the rear of the property. Mr. Rast stated that a sewer easement ran along the back of the property and went to Crosstown Drive. He stated the long range plan was to make the connection from Crosstown Drive to the new bridge on Flat Creek. He continued to state that there would be security concerns and that there had been conversations with Panasonic in reference to access of their property.

Mr. Scott asked what Panasonic's response was to the plan. Mr. Rast stated that they liked the idea but were concerned about the security entrances and that the campus would be accessible to employees only.

Mr. Scott pointed out that Peachtree City would receive the higher portion of taxes from this project.

Mr. Roach noted that in condition number three it should state "the maximum floor area of each residential unit shall not exceed 4,000 SF in area," versus the minimum that was stated.

After discussion, a motion was made by Mr. Scott, seconded by Mr. Staples, and unanimously adopted that the proposed rezoning of the SANY America tract from GI to LUI be forwarded to City Council with a recommendation that it be approved subject to the following understandings and conditions:

Unapproved Excerpt
Planning Commission Meeting
October 22, 2007

1. *There shall be no more than nine (9) residential units on the property. No more than six (6) of these units shall be freestanding, single-family detached units located at the rear of the site. The remaining three (3) units shall be condominiums located within the office building.*
2. *The property cannot be subdivided so as to permit any residential unit to be sold or conveyed to a third party. The residential units cannot be leased to any third parties who are not employees, directors, or affiliated with SANY America, Inc. These restrictions shall be referenced on the plat for the property.*
3. *The maximum floor area of each residential unit shall not exceed 4,000 SF in area.*
4. *The schematic site plan submitted as a part of the rezoning request is illustrative only. The Applicant shall prepare a detailed conceptual site plan, which must be approved by the Planning Commission as a part of the established review and approval process. It is understood the general layout of the buildings, parking and internal circulation may change once final engineering documents are prepared.*
5. *The Applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of this development.*
6. *The Applicant shall coordinate with the Peachtree City Building, Fire and Police Departments to ensure their understanding of the proposed development, building design, internal circulation routes, emergency response and fire safety issues.*
7. *Existing vegetation within all designated tree save and landscape buffers shall be preserved to the greatest extent practicable prior to, during and following construction activities.*
8. *The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance.*

The Applicant agreed to the conditions.

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 44.29-ACRE TRACT OF LAND,
KNOWN TO US AS THE SANY AMERICA, INC. HEADQUARTERS TRACT
TO ACCOMMODATE A RESIDENTIAL COMPONENT WITHIN THE CITY'S
INDUSTRIAL PARK,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that a 44.29-acre tract of land within the city's Industrial Park and known to us as the SANY America, Inc. headquarters tract be rezoned from its current designation of GI General Industrial to LUI-1 Limited Use Industrial by adding Section 1014A Specific limited-use industrial areas and adding Section 1014A.1 as follows:

(Section 1014A.1) Limited-use industrial district no. 1

- (a) A tract of land as described below shall be rezoned from its present classification of GI General Industrial to LUI-1 Limited Use Industrial, subject to the conditions set forth herein. In the event of a conflict between the provisions of this ordinance and the regulations of the LUI Zoning District, the most restrictive regulation shall apply.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 41, 42, 47 and 48 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the easterly right-of-way of Georgia State Highway 74 and the northern property line of Matsushita Communication Corp of USA/Panasonic (Deed Book 1244, Page 229) and thence running along the said easterly right-of-way of Georgia State Highway 74 North 11°03'52" West 1201.94 feet to a point; running thence North 86°26'21" East 183.11 feet to a point; thence running North 26°13'48" East 379.66 feet to a point; running thence North 40°39'50" East 307.68 feet to a point; running thence North 82°07'09" East 249.26 feet to a point; running thence North 43°53'06" East 147.98 feet to a point; running thence South 60°10'19" East 386.26 feet to a point; running thence South 33°11'56" East 391.85 feet to a point; running thence South 13°18'20" East 258.75 to a point; running thence South 58°21'32" East 213.29 feet to a point; running thence South 15°41'41" East 233.56 feet to a 1/2 inch rebar found; running thence South 62°23'01" West 1719.76 feet to a point located on the easterly right-of-way of Georgia State Highway 74 and THE POINT OF BEGINNING; said land consisting of 44.29 acres as depicted on that certain Boundary Survey for SANY Group Co., Ltd. by Integrated Science & Engineering, dated June 11, 2007.

- (b) This tract is illustrated on the Boundary Survey prepared by Integrated Science and Engineering (dated June 11, 2007), a copy of which are attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUI-1 zoning district be established specifically for a 50,000 SF office building, a 50,000 SF research and development building and not more than nine (9) residential units (to include three (3) condominiums within the office building and six (6) single-family detached guest villas) to be developed substantially in accordance with the conditions set forth in this ordinance.

- (c) Development shall take place substantially in conformance with the schematic master plan prepared by Peterson Planning for "SANY Corporate Office, R&D and Residence" dated September 12, 2007 (Exhibit "B"). It is understood the layout of individual buildings, internal circulation, parking areas and stormwater detention areas may change once detailed site and grading plans are prepared; however, any increase in the total number of residential units or any of the conditions and requirements of this section shall require a new rezoning action.

(Section 1014A.1.1) Permitted uses.

1. No more than nine (9) residential units shall be permitted on the property, with the total number of units not to exceed three (3) condominiums located within the office building and six (6) single-family detached guest villas.
2. Office building.
3. Research and development center.
4. Building, facility or land for the distribution of utility services.
5. Building, facility or land for non-commercial park, recreation or open space purposes solely for the use of the occupants, staff, and guests of the development.

(Section 1014A.1.2) Conditional uses.

No conditional uses shall be permitted within this zoning district.

(Section 1014A.1.3) Other requirements.

1. Maximum number of dwelling units: A total of nine (9) residential units as described herein.
2. Maximum floor area per dwelling unit: 4,000 SF.
3. Minimum zoning lot area: As described herein and shown on the

schematic site plan approved as a part of the rezoning.

4. Minimum lot width: As described herein and shown on the schematic site plan approved as a part of the rezoning.
5. Minimum front building setback: 50 feet. No automobile parking or service areas shall be permitted within the required front setback depth
6. Minimum side setback: 20 feet.
7. Minimum rear setback: 50 feet.
8. Maximum building height: Unlimited, but if over 35 feet, the height must be approved by the fire department and, if applicable, by federal air space regulatory agencies prior to any construction.
9. Parking: As set forth within the city's parking ordinance. Dumpsters, loading and service areas shall not be located within any building setback areas and shall be properly screened from view in accordance with city ordinances.
10. Signs: As set forth within the city's sign ordinance.
11. Tree save and landscape buffers: No less than a 60' tree save and landscape buffer shall be provided adjacent to SR 74 South.
12. Internal buffers and tree save areas: Tree save areas shall be delineated with tree save fencing and approved by the City Landscape Architect prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/ or enhanced with berms, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval.
13. Curb cuts: The overall development shall be limited to no more than one full-turning curb cut on SR 74 South, which is designed with appropriate deceleration and turn lanes.
14. Site lighting: A complete site lighting plan, including all lighting proposed on the exterior of each building, shall be developed and submitted to the City Planner for review and approval prior to installation. All lighting shall comply with the city's Lighting Ordinance.
15. Landscape concept: A complete landscape plan for the overall development shall be prepared in accordance with the city's landscape ordinance and submitted to and approved by the Planning Commission.
16. Stormwater detention: The overall development shall comply with the city's post-construction stormwater runoff management ordinance and provide water quality Best Management Practices (BMP's) on greenbelt areas dedicated to the city.

17. Delineation of floodplain: The location of the floodplain shall be field located and surveyed prior to preparation of the engineering drawings. Absolutely no development shall be permitted within the floodplain.
18. Use of residential units: The property cannot be subdivided so as to permit any residential unit to be sold or conveyed to a third party. The residential units cannot be leased to any third parties who are not employees, directors, or affiliated with SANY American, Inc., and any successors or assigns. These restrictions shall be referenced on the plat for the property.
19. Impact fees: The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance. Impact fees for the entire development shall be due prior to approval of the final site plan.

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

Done, Ratified and Passed this ____ day of _____, 2007.

Harold K. Logsdon, Mayor

Attest:

City Clerk

[illegible]

BOUNDARY SURVEY
FOR
MANY GROUP CO., LTD.
IN AND OF THE 5TH DISTRICT PAYETTE

DRAWING NO.

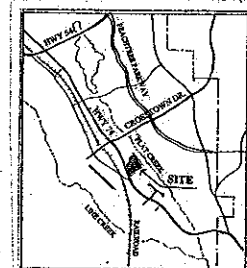
SHEET NO.

of —

CONCEPTUAL SITE PLAN

SANYCORPORATE OFFICE,
R & D AND RESIDENCE44 ACRES
PEACHTREE CITY
GEORGIALL 41, 42 47 & 48
6 TH DISTRICT
FAYETTE COUNTY, GA

ZONING:	LUI
SETBACKS:	
FRONT:	50'
REAR:	50'
SIDE:	20'



↑ N. LOCATION MAP NTS

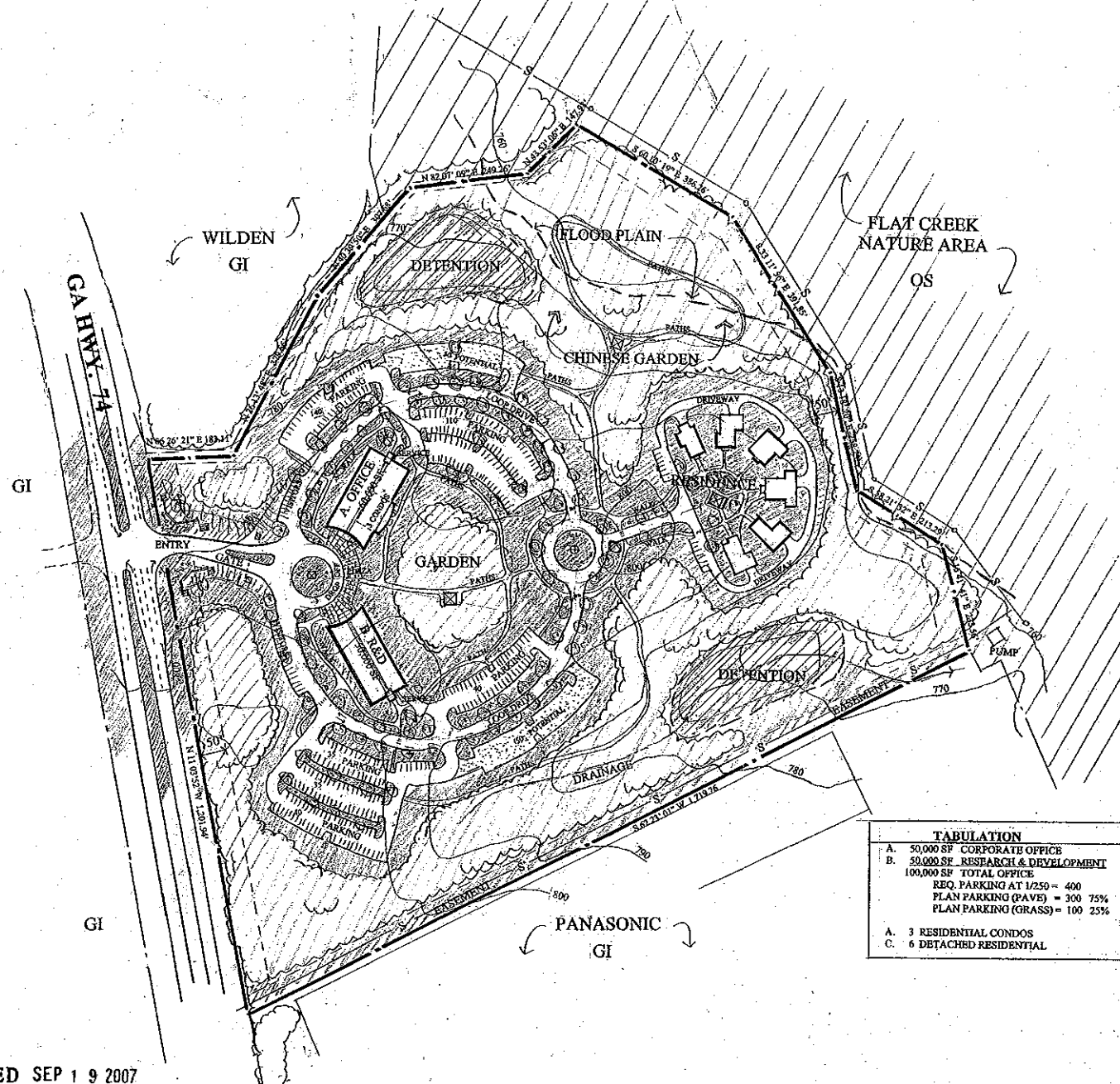
0 100' 200'

SEPT. 12, 2007

↑ NORTH

PETERSON
PLANNING

TABULATION	
A.	50,000 SF CORPORATE OFFICE
B.	50,000 SF RESEARCH & DEVELOPMENT
	100,000 SF TOTAL OFFICE
	REQ. PARKING AT 1/250 = 400
	PLAN PARKING (RAVE) = 300 75%
	PLAN PARKING (GRASS) = 100 25%
A.	3 RESIDENTIAL CONDOS
C.	6 DETACHED RESIDENTIAL



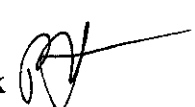
RECEIVED SEP 19 2007

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Acting Administrative Services Director/City Clerk 

DATE: October 25, 2007

SUBJECT: Public Hearing – Reaffirm Multi-family Rezoning Moratorium
November 1, 2007, City Council Agenda

Recommendation:

Staff recommends that Council reaffirm by vote the multi-family rezoning moratorium.

Discussion:

In 1999, Council adopted an ordinance directing staff “to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.” Property owners requesting this type of zoning must first request that Council lift the moratorium as it applies to their property, before submitting the rezoning request to staff. The moratorium expires each year, at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

A copy of the referenced ordinance, which expired in January 2008, is attached for your review.

Budget Impact:

The only budgetary impact associated with reaffirming the moratorium is the possible loss of impact fee revenue associated with the multi-family development in Peachtree City.

Attachment

BT/pd

ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIUM*

***Editor's note:** Ord. No. 727, adopted Nov. 4, 1999, renumbered art. XIV, §§ 1401--1404 to art. XV, §§ 1501--1504 and added a new art. XIV, §§ 1401--1404 as herein set out.

Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

(Ord. No. 727, 11-4-99)

Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

- (a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;
- (b) The development of additional multi-family housing would overburden area schools
- (c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and
- (d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

(Ord. No. 727, 11-4-99)

Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

- (a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.
- (b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.

(c) This moratorium shall not apply to property already zoned for use as multifamily,
(Ord. No. 727, 11-4-99)

Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

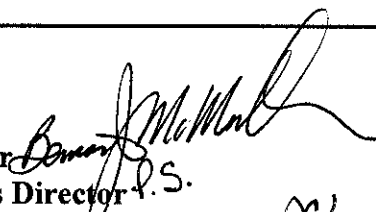
- (a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.
- (b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.
- (c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.
- (d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

(Ord. No. 727, 11-4-99)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director *P.S.*
Janet Camburn, Assistant Financial Services Director *J*
Angela Egan, Purchasing Agent *ae*

FROM: Tom Corbett, Public Services Director 

DATE: October 18, 2007

SUBJECT: Street Resurfacing
November 1, 2007 City Council Meeting

Recommendation: Staff recommends contracting for street resurfacing services with C.W. Matthews, Inc., for the bid price of \$2,060,918.92

Discussion: The City advertised for bids for comprehensive street resurfacing (milling, paving, striping) on September 19, 2007. One bid was received from C.W. Matthews in the amount of \$2,060,918.92 for SPLOST and LARP Street Resurfacing Project.

In the Spring of 2007, the City received two bids for Street Resurfacing – C.W. Matthews was the low bidder at that time. A comparison of the 2007 Spring bid unit pricing to the current 2007 Fall bid is provided on the attached spreadsheet. Staff has reviewed the unit pricing and feels that the current bid is competitive.

Budget Impact: There are sufficient funds available in the SPLOST fund to cover the cost of this contract.

Attachments

ACTUAL FALL BID:**SPLOST**

Recycled Asphaltic Concrete 9.5 mm Superpave, Group 1 or 2	8,870 Tons
Recycled Asphaltic Concrete Patching	2,635 Tons
Asphaltic Concrete Permaflect	8,090 Tons
Mill & Plane Pavement	35,230 SY
24" White solid stripe	591 LF
8" White	368 LF
5" White	13,050 LF
5" Yellow	30,500 LF

SPLOST**LARP**

Recycled Asphaltic Concrete 9.5 mm Superpave, Group 1 or 2	2,505 Tons
Recycled Asphaltic Concrete Patching	260 Tons
Asphaltic Concrete Permaflect	2,235 Tons
Mill & Plane Pavement	12,570 SY
24" White solid stripe	339 LF
8" White	160 LF
5" White	3,950 LF
5" Yellow	17,020 LF

MANHOLE RIMS & COVERS

Adjust to new grade	109 EA
cover replacement	5 EA
ring replacement	5 EA

C.W. Matthews FALL 2007	
Unit	Extension
\$ 73.50	\$ 651,945.00
\$ 85.79	\$ 226,056.65
\$ 69.30	\$ 560,637.00
\$ 3.45	\$ 121,543.50
\$ 3.78	\$ 2,233.98
\$ 1.84	\$ 677.12
\$ 0.46	\$ 6,003.00
\$ 0.46	\$ 14,030.00
\$ 1,583,126.25	
\$ 73.53	\$ 184,192.65
\$ 85.80	\$ 22,308.00
\$ 69.54	\$ 155,421.90
\$ 3.33	\$ 41,858.10
\$ 3.78	\$ 1,281.42
\$ 1.84	\$ 294.40
\$ 0.46	\$ 1,817.00
\$ 0.46	\$ 7,829.20
\$ 415,002.67	
\$	\$ -
\$ 560.00	\$ 61,040.00
\$ 225.00	\$ 1,125.00
\$ 125.00	\$ 625.00
\$ 62,790.00	
\$ 2,060,918.92	

FOR COMPARISON

C.W. Matthews SPRING 2007	
Unit	Price Comparison
\$ 70.76	
\$ 93.67	
\$ 72.73	
\$ 1.69	
\$ 69.81	
\$ 93.68	
\$ 72.92	
\$ 1.65	

**BID PROPOSAL FOR
STREET RESURFACING PROGRAM FALL 2007
INVITATION BID #08 -102BPW**

STATE OF GEORGIA

COUNTY OF _____

BID OF: C. W. MATTHEWS CONTRACTING CO., INC.

1600 Kenview Drive

Marietta, Georgia 30060

TO THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA:

The undersigned, as bidder, hereby submits this bid for the

Street Resurfacing Program Fall 2007, Bid #08-102BPW

according to the plans and specifications entitled 1. Base Bid - SPOOLST Funded Streets Resurfacing;
2. Base Bid - LARP Funded Streets Resurfacing; and 3. Base Bid - Adjusting of
Manhole Rims and Covers dated 10-18-07, which are made a part of this
proposal. Bidder has made a personal examination of the site of the proposed work and proposes and agrees
that if this proposal is accepted to provide the necessary machinery, tools, apparatus, equipment and all other
means of construction, to furnish all materials, labor and all things necessary to complete the work in the manner
and within the time stipulated in the plans, specifications, proposed form of contract, invitation to bid and
instructions, all of which documents bidder declares he has carefully examined and same are annexed to and
made a part of this bid, for the following unit prices, to-wit:

BID FOR CONSTRUCTION

THE ITEMS LISTED BELOW ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE GEORGIA STATE HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES 2001 EDITION, AND THE 1997 SUPPLEMENTAL SPECIFICATIONS BOOK AND THE SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS INCLUDED IN THIS CONTRACT.

I. BASE BID – SPLOST FUNDED STREETS RESURFACING

ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT PRICE	TOTAL AMOUNT
401	Recycled Asphaltic Concrete 9.5 mm Superpave, Group 1 or 2, including Bituminous Materials and Hydrated Lime	8,870 Tons	<u>73.50</u>	<u>651,945.00</u>
402	Recycled Asphaltic Concrete Patching including Bituminous Materials and Hydrated Lime	2,635 Tons	<u>85.79</u>	<u>226,056.65</u>
400	Asphaltic Concrete Permafex, including Bituminous Materials	8,090 Tons	<u>69.30</u>	<u>560,637.00</u>
403	Mill & Plane Asphaltic Concrete Pavement	35,230 SY	<u>3.45</u>	<u>121,543.50</u>
652	Thermoplastic Solid Traffic Stripe, 24", White	591 LF	<u>3.78</u>	<u>2,233.98</u>
653	Thermoplastic Solid Traffic Stripe, 8", White	368 LF	<u>1.84</u>	<u>677.12</u>
654	Thermoplastic Solid Traffic Stripe, 5", White	13,050 LF	<u>0.46</u>	<u>6,003.00</u>
655	Thermoplastic Solid Traffic Stripe, 5", Yellow	30,500 LF	<u>0.46</u>	<u>14,030.00</u>

TOTAL BASE BID FALL 2007 SPLOST FUNDED STREETS RESURFACING \$ <u>1,583,126.25</u>
--

2. BASE BID – LARP FUNDED STREETS RESURFACING

ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT PRICE	TOTAL AMOUNT
401	Recycled Asphaltic Concrete 9.5 mm Superpave, Group 1 or 2, including Bituminous Materials and Hydrated Lime	2,505 Tons	<u>73.53</u>	<u>184,192.65</u>
402	Recycled Asphaltic Concrete Patching including Bituminous Materials and Hydrated Lime	260 Tons	<u>85.80</u>	<u>22,308.00</u>
400	Asphaltic Concrete Permafex,	2,235 Tons	<u>69.54</u>	<u>155,421.90</u>

C.W. MATTHEWS CONTRACTING CO., INC.

including Bituminous Materials

403	Mill & Plane Asphaltic Concrete Pavement	12,570 SY		<u>3.33</u>	<u>41,858.10</u>
652	Thermoplastic Solid Traffic Stripe, 24", White	339	LF	<u>3.78</u>	<u>1,281.42</u>
653	Thermoplastic Solid Traffic Stripe, 8", White	160	LF	<u>1.84</u>	<u>294.40</u>
654	Thermoplastic Solid Traffic Stripe, 5", White	3,950	LF	<u>0.46</u>	<u>1,817.00</u>
655	Thermoplastic Solid Traffic Stripe, 5", Yellow	17,020	LF	<u>0.46</u>	<u>7,829.20</u>

TOTAL BASE BID FALL 2007 LARP FUNDED STREETS RESURFACING \$ <u>415,002.67</u>
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3. BASE BID - ADJUSTING OF MANHOLE RIMS AND COVERS

ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES		UNIT PRICE	TOTAL AMOUNT
701	Adjust Manhole to New Pavement Grade	109	EA	<u>560.00</u>	<u>61,040.00</u>
702	Replacement Manhole Cover	5	EA	<u>225.00</u>	<u>1,125.00</u>
703	Replacement Manhole Ring	5	EA	<u>125.00</u>	<u>625.00</u>

TOTAL BASE BID FALL 2007 ADJUSTING OF MANHOLE RIMS AND COVERS \$ <u>62,790.00</u>
--

It is understood that the quantities shown are approximate only and are subject either to increase or decrease and any increases or decreases shall be paid for at the contract unit price. In case of discrepancy between unit prices and total prices the unit prices shall be used and the totals corrected.

No bid may be withdrawn for a period of sixty (60) days after the scheduled time for receiving bids.

Attached hereto is bid bond made by Federal Insurance Company
Warren, New Jersey a

surety company qualified to do business in Georgia, payable to the City of Peachtree City, Georgia (~~or certified check~~) in the amount of five percent (5%) of the above bid, to wit:

\$ 5% of Bid Amount.

If this proposal shall be accepted by the City of Peachtree City and the undersigned shall fail to execute a satisfactory contract in the form of said proposed contract and give satisfactory performance bond and payment

bond as stated in the Advertisement for Bids, Invitation to Bid and Instructions attached hereto within fifteen (15) calendar days from the date of notification of acceptance by the City, then the City may at its option determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void, and the sum stipulated in the attached bid bond (or certified check) shall be forfeited to the city as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows:

Please see attached

Signed, sealed and dated this 18th day of October, 2007.

C. W. Matthews Contracting
Co., Inc. (SEAL)

BIDDER

BY:  (SEAL)
Michael Kleuckling, Vice President

BID BOND

**STATE OF GEORGIA
COUNTY OF FAYETTE**

KNOW ALL MEN BY THESE PRESENTS THAT we, C.W. MATTHEWS CONTRACTING Co., Inc.

(herein called the "Bidder") submitted a Bid to Peachtree City, Georgia (herein called the "Owner") dated the 18TH day of OCTOBER 2007, for procuring and installing products for a project entitled " **STREET**

RESURFACING PROJECT FALL 2007, PEACHTREE CITY, GEORGIA, PROJECT NO. 08-102BPW" (herein

called the "Project"); that the Bidder and we, FEDERAL INSURANCE
COMPANY (herein called the "Surety") are firmly bound to the Owner

in the sum of FIVE PERCENT OF BID AMOUNT-----

(\$ ---5%---) in lawful United States currency; and that we, the Bidder and the Surety, jointly and severally, bind our respective assigns, successors, heirs, executors and administrators to our obligations to pay the Owner that sum.

THE CONDITION OF THIS OBLIGATION is that if that Bid is not selected by the Owner as being the lowest, or lower, responsible Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

THE FURTHER CONDITION OF THIS OBLIGATION is that if that Bid is selected by the Owner as being the lowest, or lower, responsive, responsible Bid; and if the Bidder shall execute and deliver the **CONTRACT AGREEMENT, PERFORMANCE BOND, PAYMENT BOND and CERTIFICATION BY CONTRACTOR REGARDING NONSEGREGATED FACILITIES**; shall deliver the **CERTIFICATION OF PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY** as executed by the proposed non-exempt subcontractor; and shall, in all other respects, perform the acts required by the acceptance of the Bid; then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

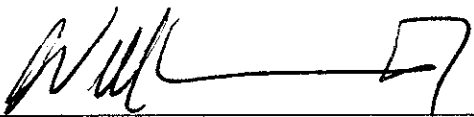
THE FURTHER CONDITIONS OF THIS OBLIGATION is that the Surety, for value received, stipulates and agrees that extensions to the time limit in which the Owner may accept Bids shall not invalidate the Surety's obligation under this bond, and that the Surety does hereby waive notice of extensions to that time limit.

IN WITNESS WHEREOF, the Bidder and the Surety have executed this BID BOND on this 18TH day of OCTOBER, 2007.

G.W. MATTHEWS CONTRACTING CO., INC

(Bona Fide Bidder's Name)

(Bidder's Seal if Corporation)

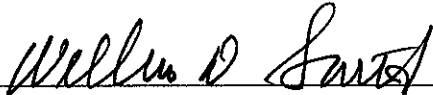
By:  L.S.

Q. WILLIAM HAMMACK, JR.
PRESIDENT & C.O.O.

(Print Name and Title of Signer)

FEDERAL INSURANCE COMPANY

(Surety's Name)

By:  L.S.

WILLIAM D. SMITH **Attorney-in-fact**

(Print Name and Title of Signer)

Countersigned:

By:  L.S.

(Agent, Resident of State of Georgia)



POWER
OF
ATTORNEY

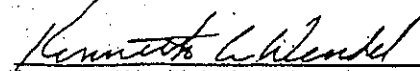
Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

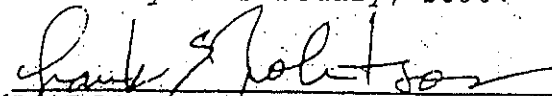
Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint William D. Smith, A.D. Little, James R. Elrod, William D. Smith, Jr., Wanda G. Daniel and Barbara A. Duvall of Marietta, Georgia-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of February, 2000.


Kenneth C. Wendel, Assistant Secretary


Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 22nd day of February, 2000, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



KAREN A. PRICE
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2004


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 18th day of October, 2007




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

**CITY OF PEACHTREE CITY
QUESTIONNAIRE SHEET**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a Highway Contractor?

Since February 1946

2. What is the last project of this nature that you have completed? Give project name and describe the scope of the project, contact person, address and telephone number.

Please see attached

3. Have you ever failed to complete work awarded to you: if so, where and why?

No

4. The following are named as **all relevant** corporations or individuals for which you have performed work in the last three (3) years: (Give company name, contact person, address, telephone number and the project name).

Please see attached

(use additional pages as needed)

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

6. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:

STRACK, INC. DOWORTH, GA 30101

BOB WILCHER 770-874-4446 MANHOLE

HIGHWAY SERVICES

JOHNNY COLEMAN 678-838-9920 PAVEMENT MARKING

MILLER GROUP

JOHN SAFFAN 770-968-9100 MILLING

QS-1

(continued)

(use additional pages as needed)

7. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

C. W. Matthews Contracting Co., Inc. Q. William Hammack, Jr., President & C.O.O
James C. Scott, Jr., Secretary
Correct Name of Bidder

- (a) The business is a ~~(Proprietorship)~~ ~~(Partnership)~~ (Corporation).

- (b) The address of principal place of business is:

1600 Kenview Drive

- (c) The telephone number and facsimile number are:

(770)422-7520 and (770)422-9361

- (d) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

(Please see attached)

<u>Name</u>	<u>Title</u>
<u>Name</u>	<u>Title</u>
<u>Name</u>	<u>Title</u>

Bidder

- (e) The name(s) of the agent of the corporation registered with the Secretary of State and address:

<u>John H. Ross</u>	<u>Vice President</u>
<u>Name</u>	<u>Title</u>

1600 Kenview Drive, Marietta, GA 30060
Address

END OF SECTION

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
YEAR ENDING DECEMBER 31, 2006

Amount of	Contract	Contract Number and Location	Type of Work	Official to Whom You Refer	Phone #
\$ 4,641,119		TOWER ROAD, COBB CO	Widen,Relocation,Reconstr	Robert J. Galante, Cobb County DOT	(770)528-1600
24,430,599		STP-0002-00(356)01, POLK	Widen,Resurf,Bridge,Culvert	Glenn Brown, Georgia DOT	(706)295-6025
10,757,663		NH-75-3(243)01, COBB	Widen, Resurfacing & Bridge	Jeff Woodward, Georgia DOT	(770)528-3238
7,687,865		BRF-179-1(4)01, BARTOW	Widen,Resurfacing,4 Bridges	Mike Thomason, Georgia DOT	(770)387-3680
1,700,293		NH-575-1(35)01, COBB	Ramp Imp, Drainage Repair	Jeff Woodward, Georgia DOT	(770)528-3238
806,781		FORSYTH SIDEWALKS	Sidewalks	Tim Allen, Forsyth County	(770)781-2165
314,438	*	NORTH AVENUE WIDENING, COBB	Sidewalk Constr & St Dr Pipe	James M. Croy, Croy Construction	(404)463-3000
364,917	*	MSL-000-00(953)01, DOUGLAS	Asphalt	Thomas Tidwell, Tidwell Construction	(770)942-5121
3,406,587	*	IM-NH-20-2(156)01, DEKALB	Bridge	Ken Lewis, Pittman Construction	(770)922-8660
46,265	*	NORTH AVENUE SERVICE DRIVE, COBB	Clearing, Grading, Resurf	James M. Croy, Croy Construction	(404)463-3000
5,504,074		PR-420-4(057)01, CHEROKEE	Widening	Geoffrey E. Morton, Cherokee County	(678)493-6077
1,298,014	*	IM/HPP-75-1(109), HAMILTON	Resurfacing	D. Blalock, Charles Blalock & Sons	(865)453-2808
348,413	*	PROJ#03-506 ENTERPRISE SOUTH,HAMILTO	Resurfacing	J. W. Thomas, Thomas Brothers Construction	(423)842-6233
1,372,580	*	CNA194, HAMILTON	Resurfacing	J. W. Thomas, Thomas Brothers Construction	(423)842-6233
134,620	*	BR-STP-2(57), BRADLEY	Resurfacing	Larry Eskew, Simpson Construction	(423)472-4553
1,004,503	*	PROJ# 33005-3165-44, HAMILTON	Resurfacing	Bill Dement, Dement Construction	(731)424-6306
229,271	*	TOWER ROAD LANE ADDITION, COBB	Grading,Base,Asphalt,Drain	James M. Croy, Croy Construction	(404)463-3000
1,892,289		CSSTP-M002-00(980)01, DEKALB	Milling, Inlay, Resurfacing	Thomas Parker, Georgia DOT	(404)299-4386
1,337,610		FAA PROJ#3-13-0081-XX, COBB CO A/P	Taxiway Ext, Apron Improvem	Michael J. Reiter, Cobb Co Bd of Commissioners	(770)263-9118
3,526,815		STP-000-00(564)01,ALEXANDER ST,FULTON	Grading,Widen,Drain,Resurf	Jeff Woodward, Georgia DOT	(770)528-3238
382,628	*	STP-114-1(82)01, HARALSON	Milling, Resurfacing	Bruce Albea, Bruce Albea Contracting	(770)684-8220
3,007,852		MEDLOCK BRIDGE ROAD, GWINNETT	Grading, Drainage, Resurf	Charles E. Bannister, Gwinnett County	(770)822-7400
3,629,251		CSSTP-M003-00(086), FORSYTH	Milling, Inlay, Resurfacing	Brandon Kirby, Georgia DOT	(770)535-5759
142,757	*	STP-M-60(10), BRADLEY	Resurfacing	Larry Eskew, Simpson Construction	(423)472-4553
4,288,866	*	HARTSFIELD JACKSON RUNWAY,CLAYTON	Milling, Paving	J. G. Brown, The Lane Construction Co.	(404)761-8401
2,513,346		CSSTP-M0003-00(112)01, PAULDING	Milling,Inlay,Resurfacing,Shldr	David Fincher, Georgia DOT	(770)387-3600
1,350,889		SAMA-M002-00(935)01, CARROLL-PAULDING	Resurfacing, Shldr Reconst.	David Fincher, Georgia DOT	(770)387-3600
326,011		STP-NHE-17(13), HAMILTON, TN, SR 17	Resurfacing	Eric Higgins, Tennessee DOT	(615)741-2848
566,985		LAU05-S007-00(734)01,DAWSON-HALL-LUMP	Milling, Inlay, Resurfacing	Russell McMurry, Georgia DOT	(770)532-5526
1,712,179		TERRELL MILL ROAD, COBB	Road Realign, Intersec.Impr.	Robert J. Galante, Cobb County DOT	(770)528-1600
969,126		CHAPMAN DRIVE	Parking Lot Modifications	Phil Parrott, Cherokee County	(770)345-5842
2,327,882		CSSTP-M003-00(157)01, HARALSON	Resurfacing,Shoulder Recon	David Fincher, Georgia DOT	(770)387-3600
465,059		LAU05-S007-00(672)01, COBB-FULTON	Milling, Resurfacing	Jeff Woodward, Georgia DOT	(770)528-3238
453,784		CSSTP-M003-00(170)01, WALKER	Resurfacing,Shoulder Recon	Devon Brooks, Georgia DOT	(706)272-2211
1,590,771		DOUGLAS PROJ#R00460(6), DOUGLAS	Resurfacing	Lee Maxfield, Douglas County	(770)489-7556
2,908,804		CSSTP-M003-00(199)01	Milling, Inlay, Resurfacing	Jeff Woodward, Georgia DOT	(770)528-3238
389,781		HARDWICK FIELD RUNWAY-CLEVED,TN	Runway Rehab	Melinda Carroll, Cleveland Municipal Airport	(615)361-4345
466,835		SPLOST-04 MILLING & RESURFACE D 1	Milling, Inlay, Resurfacing	Moreland Altobelli, Clayton County	(770)263-5945
566,495		SPLOST-04 MILLING & RESURFACE D 3	Milling, Inlay, Resurfacing	Moreland Altobelli, Clayton County	(770)263-5945
738,729		SPLOST-04 MILLING & RESURFACE D 4	Milling, Inlay, Resurfacing	Moreland Altobelli, Clayton County	(770)263-5945
1,684,000		VULCAN CONVEYOR TUNNELS	Kennesaw Plt Tunnels/Walls	Dave Petty, Vulcan Materials Company	(770)458-4481
316,984	*	MAJOR ROADS II, FORSYTH	Milling, Resurfacing	Moreland Altobelli, Clayton County	(770)263-5945
2,088,874		FULTON CO RUNWAY 8-26 & TAXIWAY	Taxiway & Runway Rehab.	Stephen Oenbeink, Fulton Co Bd of Commission	(561)840-0259
869,535		PR-S006-00(057), BARTOW	Grading,Drainage,Resurface	Clarence Brown, Bartow County	(770)387-5140

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
YEAR ENDING DECEMBER 31, 2006

Amount of Contract	Contract Number and Location	Type of Work	Official to Whom You Refer	Phone #
1,727,102	CSSTP-M003-00(160)01, FULTON	Milling, Inlay, Resurfacing	Jeff Woodward, Georgia DOT	(770)528-3238
1,676,313	* STP-735(2)01, CARROLL	Milling, Resurfacing	Donna Camp, Puryear & Sons Grading	(770)943-4929
167,951	SIGNAL MOUNTAIN, HAMILTON, TN	Resurfacing	James Cawthorne, Signal Mtn Public Works	(423)886-3301
147,438	FAA-AIP PROJECT NO 3-13-0081-XX	Runway Pymt&Crack Repair	Jim Best, Cobb County DOT	(770)263-9118
303,067	* BUFFINGTON RD IMPROVEMENTS-PH 1	Resurfacing	Harinder Narula, CMES	(770)982-1905
3,388,272	* CSSTP-007-00(239)	Milling, Resurfacing	Donald Gillis, Archer Western	(404)495-8700
317,280	PR-000-S008-00(225)01, HARALSON	Resurfacing	Kent Sager, Georgia DOT	(770)387-3602
1,135,094	SAMA-M003-00(097)01, HARALSON 120	Milling, Resurfacing, Shoulder Reconst	Kent Sager, Georgia DOT	(770)387-3602
250,911	MOUNTAIN MEADOWS ROAD	Patching, Resurfacing	Alton Brown, White County	(706)865-2510
2,434,433	PRC10-S005-00(946),CITYOFLAWRENCEV.	Widening	Paul Austin, City of Lawrenceville	(770)963-2414
2,215,886	TAXIWAY "A" NORTH CHATTANOOGA, TN	Taxiway	Glenn Heath, Chattanooga Metro Airport	(423)892-1203
4,301,919	CSSTP-M003-00(338)01, DOUGLAS	Milling, Resurfacing, Shoulder Reconst	Michael Lankford, Georgia DOT	(404)559-6699
1,362,364	CSSTP-M003-00(446)01, DEKALB	Milling, Inlay, Resurfacing	Thomas Parker, Georgia DOT	(404)299-4386
550,576	CSSTP-M003-00(357)01, WHITFIELD	Milling, Resurfacing	Devon Brooks, Georgia DOT	(706)272-2211
587,202	STP-2(82), US 11 AT DOBBS AVENUE	Resurfacing	Eric Higgins, Tennessee DOT	(615)741-2848
1,268,573	M-0379(9352), COOPER ROAD	Grading, Drainage, Resurf, Shoulder	Bob Manning, Gwinnett County	(770)263-5945
2,536,665	CSSTP-M003-00(454)01, FLOYD	Milling, Inlay, Resurfacing, Shoulder Rehab	Garry Reed, Georgia DOT	(706)295-6025
1,263,947	CSSTP-M003-00(442)01, TOWNS	Milling, Resurfacing, Shoulder Reconst	Charles Davis, Georgia DOT	(706)348-4848
439,719	LAU06-S008-00(664)01, CHER-PICKENS	Resurfacing	Lou Chastain, Georgia DOT	(706)635-5551
4,373,392	CHATTANOOGA RUNWAY REHAB CT, TN	Runway Rehab	Glen Heath, Chattanooga Metro Airport	(423)892-1203
1,468,540	LARP 2007, PAULDING COUNTY	Resurfacing, Shldr Reconst., Patching	Scott Greene, Paulding County DOT	(770)443-7550
441,840	LAR06-S008-00(701)01, BARROW	Resurfacing	Russell McMurtry, Georgia DOT	(770)532-5526
674,384	LAR06-S008-00(686)01, PAULDING	Resurfacing	Kent Sager, Georgia DOT	(770)387-3602
508,720	SPLOST RESURF, CITY OF POWDR SPRG	Resurfacing	Rodger Swaim, City of Powder Springs	(770)943-1666
506,118	PR000-S006-00(063)01, LUMPKIN	Resurfacing	Charles Davis, Georgia DOT	(706)348-4848
1,272,536	CITY OF HOLLY SPRINGS 2006	Resurfacing	Anthony Griffin, City of Holly Springs	(770)345-5536
3,107,783	FORSYTH CO RDS RESURFACING	Resurfacing	RF McCook, Forsyth County	(770)781-2101
906,920	LARP 2006, BARTOW COUNTY	Resurfacing	Clarence Brown, Bartow County	(770)387-5140
3,023,376	SPLOST MILL & RESURF, CLAYTON CO.	Milling, Resurfacing	Peggy Davidson, Clayton County	(770)477-3587
389,498	LAR06-S008-00(657)01, CHATTOOGA	Resurfacing	Garry Reed, Georgia DOT	(706)295-6025
738,498	LAR06-S008-00(711)01, FORSYTH	Resurfacing	Brandon Kirby, Georgia DOT	(770)535-5759
460,598	LAR06-S008-00(763)01, TOWNS-UNION	Resurfacing	Charles Davis, Georgia DOT	(706)348-4848
595,498	LAR06-S008-00(747)01, LUMPKIN-WHITE	Resurfacing	Charles Davis, Georgia DOT	(706)348-4848
45,000	* GWINNETT PLACE NISSAN	Site Storm Drain, Curb	Tom Hughes, Professional Building Systems	(770)455-1791
647,302	CSSTP-M003-00(527)01, COBB	Milling, Inlay, Resurfacing	Jeff Woodward, Georgia DOT	(770)528-3238
569,139	LAU05-S007-00(996)01, FULTON	Resurfacing	Mark Sanford, Georgia DOT	(404)624-2444
418,948	LAR05-S007-00(679)01, DEKALB-FULTN	Resurfacing	Bryant Poole, Georgia DOT	(770)986-1001
641,525	LAU06-S008-00(650)01, CARROLL	Resurfacing	Kent Sager, Georgia DOT	(770)387-3602
12,578,875	BCI-FULTON RESURFACING 2006	Resurfacing	Richard Coates, Fulton County Dept of Publ Wk	(404)894-7905
2,156,539	* EDS-0004-00(989)01, HEARD	Asphalt	Robin Snell, E. R. Snell Contractor	(770)985-0600
277,887	* BCI-LOWER ROSWELL RD/OLD CANTON	Resurfacing	Frank Felder, Bankhead Contracting	(404)894-7905
211,894	* BCI-NORTHPOINT/WINDWARD PARKING	Resurfacing	Frank Felder, Bankhead Contracting	(404)894-7905
17,000	* BCI-CIRCLE 75 INFRASTRUCTURE	Resurfacing	Frank Felder, Bankhead Contracting	(404)894-7905
1,636,873	#P-1-06, CITY OF CLEVELAND, TN	Resurfacing	Joe Cate, City of Cleveland	(423)559-0260

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
YEAR ENDING DECEMBER 31, 2006

Amount
of

<u>Contract</u>	<u>Contract Number and Location</u>	<u>Type of Work</u>	<u>Official to Whom You Refer</u>	<u>Phone #</u>
2,710,131	RESURFACING HALL CO ROADS	Resurfacing	Kem Smith, Hall County	(770)531-6824
1,607,600	#E-06-011, CITY OF CHATTANOOGA, TN	Resurfacing	William Payne, City of Chattanooga Dept PubWk	(423)643-6164
647,182	* I-575, CHEROKEE, LC WHITFORD	Resurfacing	Don Oleridge, LC Whitford	(770)346-0610
69,184	KIA GROUND BREAK PAD	Concrete Pad	Gena Abraham, Georgia State Finance & Invest	(404)463-5600
362,755	JERUSALEM CHURCH RD, PICKENS	Resurfacing	Robert Jones, Pickens County	(706)253-8810
1,813,030	SAMA-M002-00(815), SR 34, COWETA	Milling, Patching, Resurfacing	Thomas Howell, Georgia DOT	(706)646-6500
212,926	BRST-074-1(53)01, MERIWETHER	Resurfacing	Thomas Howell, Georgia DOT	(706)646-6500
425,755	DOBBINS NORTHSIDE OVERPASS	Bridge Completion	US Army Corp of Engineers, Savannah Dist	(678)655-5787
192,655	* PHOENIX PARKWAY	Milling, Resurfacing	Jeff Kitchens, Ronny D. Jones Contracting	(770)251-2667
1,780,145	* SR 138, BRIDGE OVER BIG COTTON	Resurfacing	Thomas Tanner, Tanner Contracting	(706)468-9955
12,163,206	CSNHS-M003-00(158)01, COBB	Shoulder Construction, Milling, Resurfacing	Donzel Mitchell, Georgia DOT	(404)326-5201
882,218	SANDY SPRINGS 2006	Grading, Drainage, Resurfacing, Shoulder	Kurt Knapp, CHZMHILL-City of Sandy Springs	(770)604-9095
1,317,569	JACKSON COUNTY PAVING	Resurfacing	Linda Daniel, Jackson County	(706)367-6309
131,191	* STANDING BOY BRIDGE	Bridge Repair	Ray Cline, Cline Service Corporation	(706)565-5577
971,011	NEW HOPE RD @ SR 81	Grading, Drainage, Resurfacing	Jason Harper, Henry County	(770)898-7676
65,821	* WASHINGTON STREET COVERED BR	Roadway Repair, Resurfacing	Jeff Kitchens, Ronny D. Jones Contracting	(770)251-2667
329,389	2006 FAYETTE CO PATCHING/RESURF	Patching, Resurfacing	Allen Carver, Fayette County	(770)719-3333
4,924,928	* RUNWAY 8R/26L PAVEMENT REPAIR	Runway Repair	Bryan Watkinson, GSC Atlanta	(817)291-6735
998,917	COWETA COUNTY PATCHING 2006	Patching, Resurfacing	Fred Landrum, Coweta County	(770)683-2300
48,879	LAU06-S008-00(706), JACKSON	Milling, Resurfacing	Russell McMurtry, Georgia DOT	(770)532-5526
2,623,711	DEKALB COUNTY RESURFACING #16	Resurfacing	Kwadjjo Atta, PBS&J for Dekalb County	(404)290-8176
187,318	* REDAN RD @ ALLGOOD ROAD	Resurfacing	Lucky O. Ehigiamusoe, Topple Construction	(404)874-1090
2,399,587	BRST-074-1(53)01, MERIWETHER	Bridge & Approaches	Thomas Howell, Georgia DOT	(706)646-6500

\$ 205,170,638

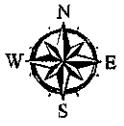
* We are subcontractors on these jobs.

 City Boundary

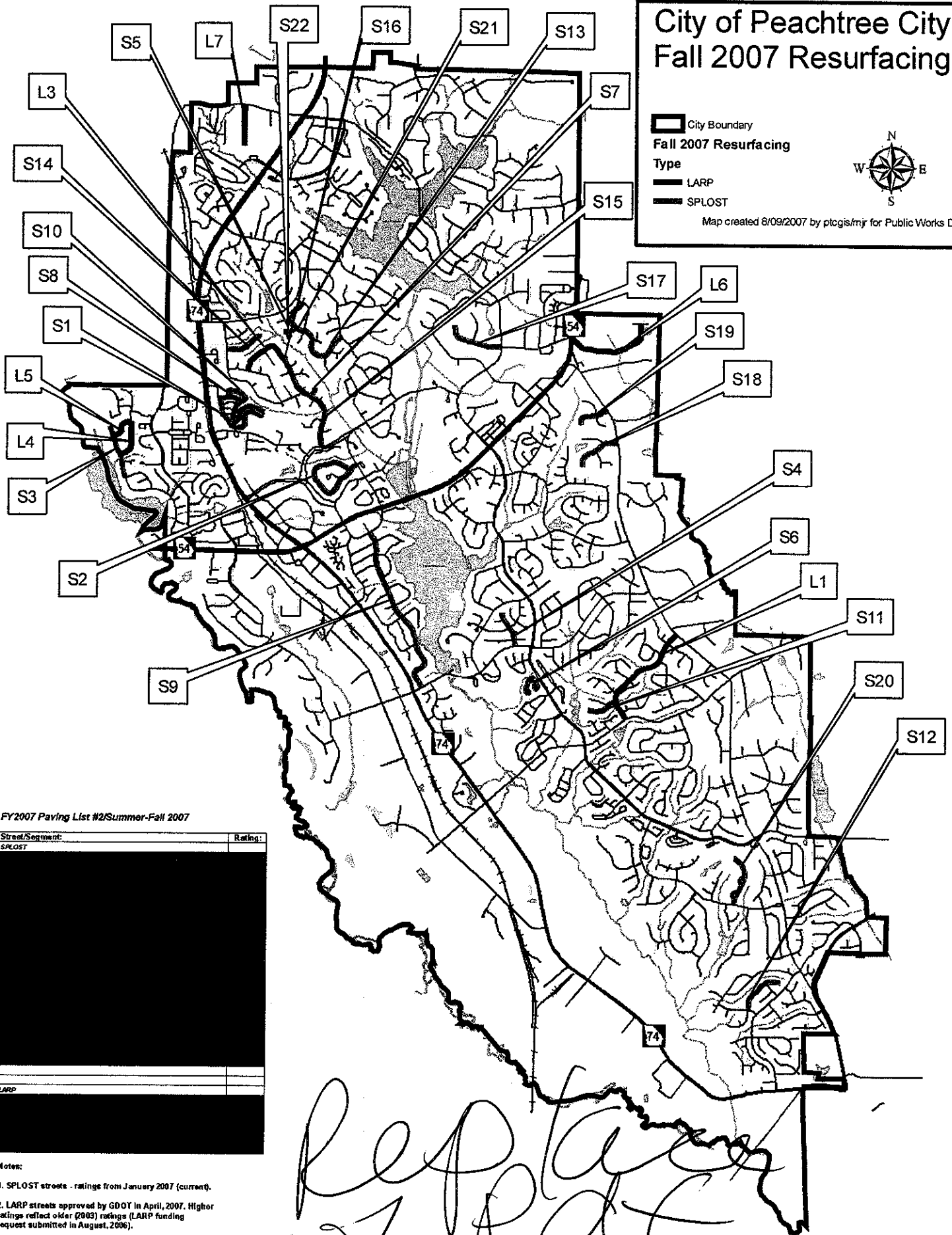
Fall 2007 Resurfacing Type

 LARP

 SPLOST



Map created 8/09/2007 by ptcgis/mjr for Public Works Dept.



Street Segment	Rating
SPILOST	
LARD	

Notes:

1. SPOST streets - ratings from January 2007 (current).
2. LARP streets approved by GOOT in April, 2007. Higher ratings reflect older (2003) ratings (LARP funding request submitted in August, 2006).
3. Rockaway Road (rated 68) continues to be left out of current paving recommendations.

0 0.25 0.5 1 1.5 2 Miles

**FALL 2007 RESURFACING LIST
SPLOST & LARP FUNDED STREETS
ESTIMATED QUANTITIES**

Street		L.F. Width	L.F. Length	Square Yards	Use Sq. Yds.	Patching Tons	Asphalt Milling Sq. Yds.	Asphalt Leveling Type "G" 5 Lbs./SY		Asphalt Perm Flex 1"		Asphalt Surface Super Pave 1 1/8"	
								Tons	Use Tons	Tons	Use Tons	Tons	Use Tons
SPLOST:													
1	Hip Pocket Road - Kelly Drive to Willow Bend Road	24	6,525	17,400	17,400	0	0	0	0	975	975	1,096	1,100
2	Wynnmeade Pkwy. - Kings Ridge North to End	42	1,940	9,053	9,055	0	7,700	0	0	506	510	570	570
3	South Fairfield Drive - West Mannor to East Hill	26	3,360	9,706	9,710	95	0	0	0	543	545	612	615
4	Cloister Drive - Flat Creek Road to Cloister Drive	22	3,985	9,741	9,745	200	1,115	0	0	545	545	614	615
5	Skiff Trace- McIntosh Trail to Cul-de-sac	24	1,385	3,693	3,695	265	1,710	0	0	206	275	233	305
6	Adams Fall - Panstone to Cul-de-sac	22	300	733	735	0	735	0	0	41	110	46	120
7	Brealinn Court	22	1,760	4,302	4,305	280	0	0	0	240	240	271	275
8	Tamerlane - Braelinn Road to Cul-de-sac	22	2,640	6,453	6,455	0	0	0	0	361	430	407	480
9	Springridge Ct. - Pinegate to Cul-de-sac	22	365	892	895	25	165	0	0	50	115	56	130
10	West Manor - North Fairfield to Park Place	26	910	2,628	2,630	235	0	0	0	147	150	166	170
11	North Fairfield Drive - West Manor to East Hill	26	3,600	10,400	10,400	125	0	0	0	582	585	655	655
12	Terrace Tay - Camron Trail to Cul-de-sac	22	1,135	2,774	2,775	255	1,755	0	0	155	220	175	245
13	Bedford Park - Rubicon Road to Cul-de-sac	22	1,855	4,534	4,535	380	0	0	0	253	320	286	360
14	Longer Drive - Blue Smoke to Panstone	34	2,735	10,332	10,335	0	7,540	0	0	578	580	651	655
15	Longer Drive - Panstone to Spooner Ridge	22	790	1,931	1,935	0	0	0	0	108	110	122	125
16	Magnolia Lane - Walnut Grove Road to Cul-de-sac	22	1,425	3,483	3,485	70	0	0	0	195	260	219	290
17	Pinegate Road - Riley Parway to Seven oaks	32	3,680	13,084	13,085	30	13,120	0	0	732	735	824	825
18	Seven Oaks - Pingate Raod to Cul-de-sac	22	235	574	575	70	165	0	0	32	100	36	110
19	Walt Banks Road - N. Peachtree Pkwy. to Cul-de-sac	24	2,160	5,760	5,760	170	0	0	0	322	390	363	435
20	Whitfield Run - Robinson Road to Cul-de-sac	22	1,815	4,436	4,440	180	0	0	0	248	315	280	350
21	Woodland Drive - Robinson Road to Cul-de-sac	24	1,295	3,453	3,455	255	0	0	0	515	580	218	290
22	Panstone Drive - Longer Drive to Cul-de-sac	22	495	110	110	0	1,225					76	150
TOTALS - SPLOST FUNDED STREETS			44,390	125,472	125,515	2,635	35,230	0	0	7,334	8,090	7,976	8,870
LARP:													
1	Cameron Trail - Crosstown Drive To Robinson Road	28	4,290	13,346	13,350	0	6,180	0	0	747	750	841	845
2	Pinegate Road - Seven Oaks to Melrah Hill	34	2,245	8,481	8,485	260	0	0	0	474	475	534	535
3	Northmeade Dr. - Wynnmeade Pkwy. to Beaver Dam Rd.	24	1,465	3,906	3,910	0	3,910	0	0	218	220	246	250
4	Beaver Dam Rd - Wynnmeade Pkwy. to Northmeade Dr.	24	930	2,480	2,480	0	2,480	0	0	146	150	156	160
5	Carriage Lane - SR 54 east 1975 feet to end	22	1,975	4,827	4,830	0	0	0	0	270	335	304	375
6	Leisure Trail - Crabapple Lane south 1585 feet to end	24	1,585	4,226	4,230	0	0	0	0	236	305	266	340
TOTALS - LARP FUNDED STREETS			12,490	37,266	37,285	260	12,570	0	0	2,091	2,235	2,347	2,505
TOTALS - LARP/SPLOST FUNDED STREETS			56,880	162,738	162,800	3,155	60,370	0	0	9,425	10,325	10,323	11,375

**FALL 2007 Road Striping
LARP/SPLOST**

Street	Approx. Length (Mi)	Thermoplastic 8" Solid White (L.F.)	Thermoplastic 5" Solid White (L.F.)	Thermoplastic 5" Solid Yellow (L.F.)	Thermoplastic 24" Solid White (L.F.)
LARP (LAU07-S009-00)					
Cameron Trail	0.812				
Center Line Double Yellow				8,580	
Crosswalk Bars		112			192
Stop Bars					28
Pinegate Road/Seven Oaks to Melrah Hill	0.046				
Center Line Double Yellow				4,490	
Stop bars					11
Northmeade Drive	0.277				
Stop Bars					36
Beaver Dam	0.176				
Stop Bars					12
Carriage Lane	0.374				
Center Line Double Yellow				3,950	
Edge Line			3,950		
Leisure trail	0.300				
Crosswalk Bars		48			48
Stop Bars					12
LARP TOTALS:		160	3,950	17,020	339
SPLOST					
Hippocket Road	1.235				
Center Line Double Yellow				13,050	
Edge Lines			13,050		
Crosswalk Bars		144			92
Stop Bars					72
Wynnmeade Parkway	0.367				
Center Line Double Yellow				4,000	
Stop Bars					54
Cloister Drive	0.754				
Crosswalk Bars		44			40
Stop Bars					12
Skiff Trace	0.262				
Stop bars					12
Braelinn Courts	0.333				
Stop Bars					11
Longer Drive/ Blue Smoke to Panstone	0.517				
Center Line Double Yellow				5,470	
Crosswalk Bars		68			56
Stop Bars					16
Longer Drive/Panstone to Sponner Ridge	0.149				
Center Line Double Yellow				1,580	
Stop Bars					14
Pinegate Road/Riley Pkwy to Seven Oaks	0.696				
Center Line Double Yellow				6,400	
Crosswalk Bars		64			72
Stop Bars					44
Walt Banks Road	0.409				
Crosswalk Bars		48			48
Stop bars					12
Whitfield Run	0.350				
Stop Bars					12
Woodland Drive	0.245				
Stop Bars					12
Tamerlane	0.500				
Stop Bars					12
SPLOST TOTALS:		368	13,050	30,500	591
GRAND TOTALS:	7.802	528	17,000	47,520	930

2007 Street Resurfacing Program
Number of Manholes per Street

Streets to be Paved	No. of Manholes
Wynnmead Parkway	8
South Fairfield	7
Cloister Drive	9
Skiff Trace	5
Adams Fall	1
Braelinn Court	7
Tammerlane	6
Springridge Ct.	2
West Manor	5
North Fairfield	14
Terrace Tay	2
Bedford Park	6
Longer Drive	9
Magnolia Lane	5
Pinegate Road	13
Northmead Drive	6
Beaver Dam Road	4
	109

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Mr. Bernard McMullen, City Manager 
Ms. Betsy Tyler, Acting Director of Administrative Services / City Clerk 
Fire Chief Ed Eiswerth 

FROM: John Dailey, Fire Marshal 

DATE: October 24, 2007

SUBJECT: Consider Ordinance Amendment - Fireworks on City Property
November 1, 2007, City Council Meeting Agenda

Recommendation:

Fire Department staff recommends that Council adopt the attached ordinance banning the use or the possession of fireworks on city owned or controlled property.

Discussion:

Fireworks, also known as pyrotechnic devices, can and will under certain conditions cause serious injury and property damage. Consumer fireworks including those available for sale legally by the State of Georgia, often referred to as sparklers, can burn at temperatures up to 2000 degrees. Presently the city has no specific guidelines for enforcing that fireworks not be used on properties owned or controlled by the city except for the purpose of July 4th fireworks, which are always handled by a professional vendor qualified for such an event. With the numbers of people and materials being used for lounging on city properties during large events like July 4th, the actual use of consumer fireworks increases the potential for people being injured or burned. A report from the NFPA, (National Fire Protection Association) states, "In 2005, 10,800 people were treated at hospital emergency rooms for fireworks-related injuries. More than half (54%) of 2005 fireworks injuries were burns. Contusions and lacerations were second (29%), and were twice as common as burns when the injury was to any part of the head or face, including the eye. Hands or fingers were the part of the body injured in 30% of the incidents. In 24% of the cases, the eye was involved; other parts of the face or head accounted for 20% of the injuries."*

**Source: National Fire Protection Association, Fireworks, by John R. Hall, Jr., April 2007*

Budget Impact:

None anticipated

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROHIBIT FIREWORKS ON CITY PROPERTY; TO PROVIDE DEFINITIONS; TO ESTABLISH ENFORCEMENT; 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. Chapter 38 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by adding Article III as follows:

Article III. Fireworks and Pyrotechnics on City Owned Property

Section 38-40. Definitions.

"Fireworks" shall have the same definition as set forth in O.C.G.A. § 25-10-1, and shall mean any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, balloons requiring fire underneath to propel them, firecrackers, torpedos, skyrockets, Roman candles, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compound and tablets and other devices containing an explosive substance.

Section 38-41. Fireworks prohibited on City property.

The use, igniting, storage or manufacturing, sale, or exhibition of any and all fireworks, including pyrotechnic devices shall be unlawful on any city owned or controlled property; provided, however, that this prohibition shall not extend to any person or entity with whom the City has entered into a contractual agreement for the purposes of providing such devices, including but not limited to the July 4th display.

Section 38-42. Enforcement.

This ordinance shall be enforceable by officials representing; Code Enforcement, Peachtree City Police Department, Fire Chief, Fire Marshal, or designee of the office of the Fire Chief.

Section 2. 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 3. 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 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2007.

Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *[Signature]*
Financial Services Director *[Signature]*
Assistant Finance Director *[Signature]*
Acting Administrative Services Director *[Signature]*
Human Resources Manager *[Signature]*

FROM: Leisure Services Director *[Signature]*

DATE: October 19, 2007

SUBJECT: Consider Staff Restructuring, Library
For November 1, 2007 Council Meeting

Recommendation: That the Mayor and Council consider and approve one additional part-time library assistant position (grade 268) and reclassification of the Library Manager (grade 281) position to Circulation Specialist (grade 276).

Discussion: A number of key personnel changes within the last few months at the Library have given staff the opportunity to examine staffing to determine if higher operational and budget efficiency could be achieved. This need has been intensified by escalating operational tempo in most categories of the Library's functions since re-opening after the expansion and re-modeling two years ago. For example, circulation increased 25% from 2005-2006 and this year an additional 20% increase. This now makes Peachtree City Library the busiest library in the county as well as in the Flint River Regional Library System and the 4th busiest of the 256 libraries in the state PINES system. The Library has seen a 40% increase in foot traffic since the renovated library reopened in November of 2005 and can expect over 250,000 people to walk through its doors in 2007. These trends don't seem to be slowing down. While the workstations at the Circulation Desk are constantly processing transactions, Internet usage has also increased 33% this year, adding additional strain on the library's two T-1 lines, which handle the majority of the library's data transfer.

Adding one additional cross-trained, part-time library assistant would provide flexibility to schedule help during heavy traffic times or when staff are on vacation or otherwise absent from work. Because the circulation desk has become so busy that long lines often form, a circulation specialist assigned full-time there would help provide faster, more efficient customer service.

Budget Impact: Excess funding exists in the FY2008 budget to cover these actions, with an overall savings of \$6,405.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *[Signature]*
Finance Director *P.S.*
Assistant Finance Director *GC*
Acting Administrative Services Director *PX*
Human Resources Manager *AL*

FROM: Director of Leisure Services *semgar RG*

DATE: October 22, 2007

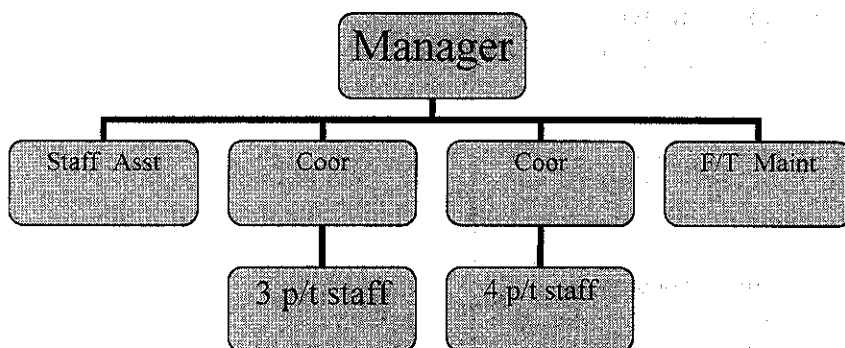
SUBJECT: Consider Kedron Staff Re-structuring
For Nov. 1, 2007 Council Meeting

Recommendation: That the Kedron Supervisor position be replaced with a Kedron Coordinator position.

Discussion: The 2008 adopted budget approved funding for a Kedron Supervisor (grade 279, step 23) at a total salary and benefit cost of \$74,319. By replacing this position with a coordinator at grade 277 step 1, the total salary and benefit cost is estimated at \$56,466, resulting in a budget savings of \$17,853.

A recent review of Kedron staffing determined that a coordinator would better serve the operational needs at Kedron and still fulfill associated supervisory requirements. The new organization would also have coordinators supervising and writing annual evaluations on part-time staff. The manager would write evaluations on all full-time staff. The new Kedron table of organization would appear as shown below.

In addition, request that the current Kedron coordinator's salary be moved up one step because under the new structure he would be in charge of the facility in the absence of the Kedron Manager. This is a task the person in this position did not previously perform. The current coordinator's salary is now \$50,787 (grade 77, step 23); the increase would move this up to grade 77, step 24, with a salary of \$51,549.



Budgetary Impact: This action would result in a total budget savings of approximately \$17,091.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 

DATE: October 26, 2007

SUBJECT: Consider Committee Report and Name for the West Village
November 1, 2007 Council Agenda

On June 7, 2007, Council established the guidelines to establish the West Village Naming Committee and advised staff to begin to solicit volunteers to serve on the Committee, with at least three members residing in Centennial, Wynnmeade, and Planterra subdivisions. Council recommended Fred Brown, former mayor, to chair the committee. Council indicated that volunteers would be appointed at the July 19, 2007 Council Meeting. Council requested that the committee provide a consensus report with recommendations to Council in 90 days from creation.

On July 19, 2007, Council appointed the following residents to serve on the West Village Naming Committee - Scott Garris, Jerry W. Parker, Merrillyn Arnold, Rebecca Gourlay, Tracy Bell, Bill Holland, Bridget Jones, Robert Brown, Rosemary Riccio, Dave Lowry, Julie Taylor, Tamara Allen Moore, Audrey Malagon, and Jerry Peterson. Former Mayor Fred Brown would serve as chairman.

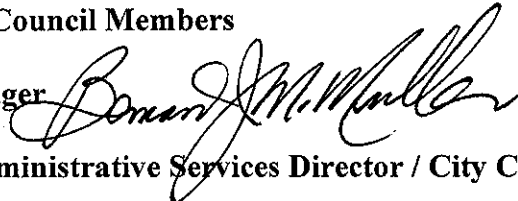
Staff recommends that Council receive the report and presentation from the West Village Naming Committee and discuss the recommendations.

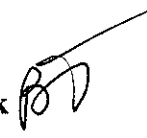
BJM:nv

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Acting Administrative Services Director / City Clerk 

DATE: October 25, 2007

SUBJECT: Discuss Franchise Agreement for Trash Service
November 1, 2007, City Council Meeting

Recommendation:

That Council provide direction to staff on pursuing a franchise for residential trash and identify elements to include in the Request for Proposal (RFP).

Discussion:

Councilmember Kourajian initially asked that this issue be revisited, and other members of Council asked staff to obtain public input prior to Council's decision on whether to pursue a franchise agreement for this service. The concept is whether Peachtree City should contract with a single private company to provide residential trash service in the city limits. Staff conducted an online survey that was advertised in the local newspaper, receiving 80 responses. The results to the survey are attached.

Potential benefits of contracting with a single franchisee include enhanced services and lower costs for residents due to economies of scale in serving the entire city, reduced heavy truck traffic on residential streets, and more control of customer service complaints. Drawbacks include the perception of creating a monopoly and the City receiving complaints if service levels are not acceptable and no alternatives if provider cancels. Currently, staff receives complaints for missed pickups but directs citizens to the other providers in the area.

Items for consideration in pursuing the RFP include:

Services – The contract would address the following services:

- Weekly trash pickup (one can)
- Weekly trash pickup (two cans)

- Twice-weekly trash pickup
- Back door service (for additional cost except for older and disabled residents with a letter from doctor)
- Recycling service (at a separate optional price or included in the overall price for trash pickup)
- Weekly/Monthly/Quarterly yard trimming pickup
- Bulky waste (per appointment or on monthly/quarterly basis)

Recycling – As noted above, there are two possible approaches to recycling service. The contract could continue the current practice of residents who wish to recycle paying separately for that service. The second option would be to include the price of recycling in the base price for all customers. Based on previous proposals, this would bring the price of recycling down by at least 50% and would encourage more residents to recycle. In the survey, residents indicated recycling participation would increase if costs were reduced.

Special Services - Contractor would provide dumpster service at no extra charge to City-owned facilities.

Customer Service Standards:

- Missed Collections resolved within twenty-four (24) hours
- Cash Performance Bond with forfeiture of \$100 per unresolved legitimate complaint.
- Direct contacts separate from customer service for complaints
- Customer Service Records and Complaint Reports

Evaluation Criteria - Staff recommends evaluating proposals based on the on the following criteria and rating system:

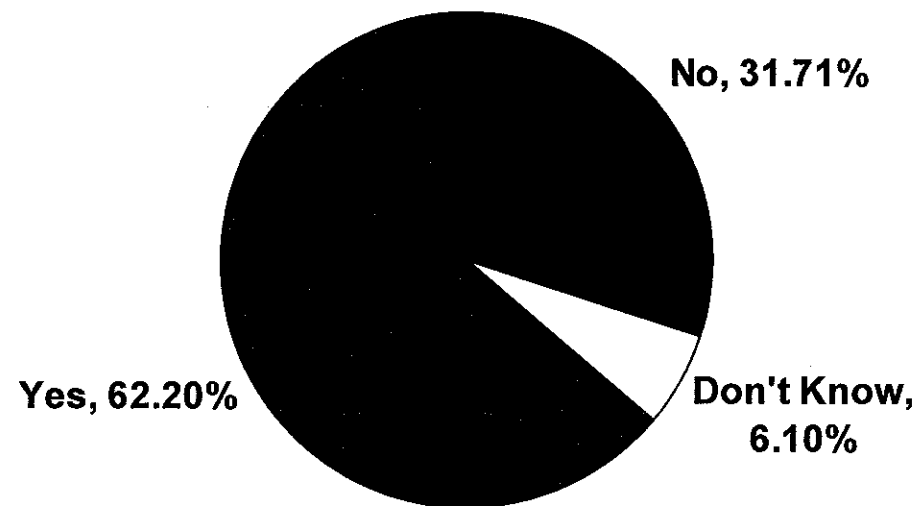
- | | |
|--|-----|
| • Cost Proposal (less than current market costs and in comparison to other proposals) | 40% |
| • Experience and record of performance in previous contracts of similar size and scope | 25% |
| • Experience, ability, capacity, skill, and financial resources to provide the requested services | 25% |
| • Experience and record of performance in responding to customer service requests in a timely manner | 10% |

Budget Impact:

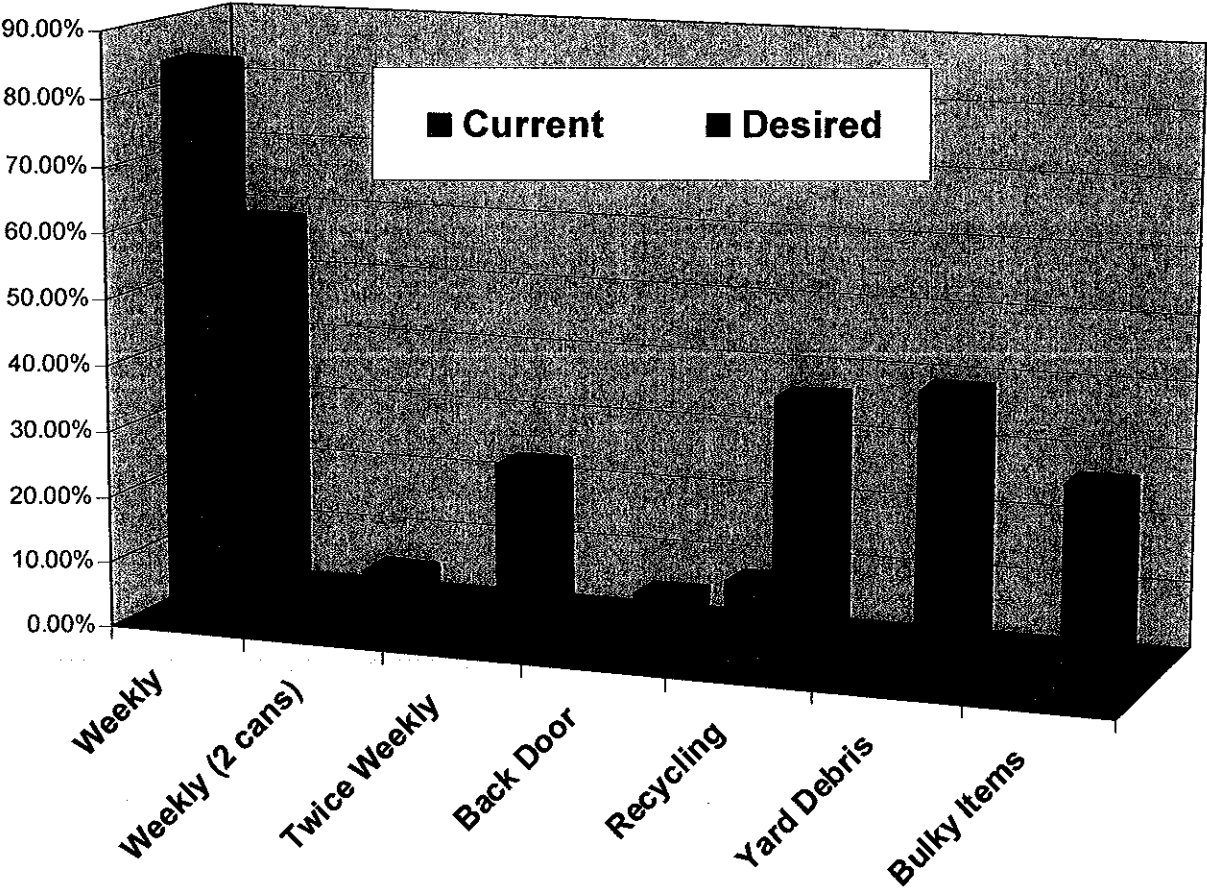
Undetermined until a contract is negotiated, but should provide cost savings in City trash collection in addition to providing cost savings to the residents. The ultimate goal would be to save the residents money on their quarterly trash service.

Attachments

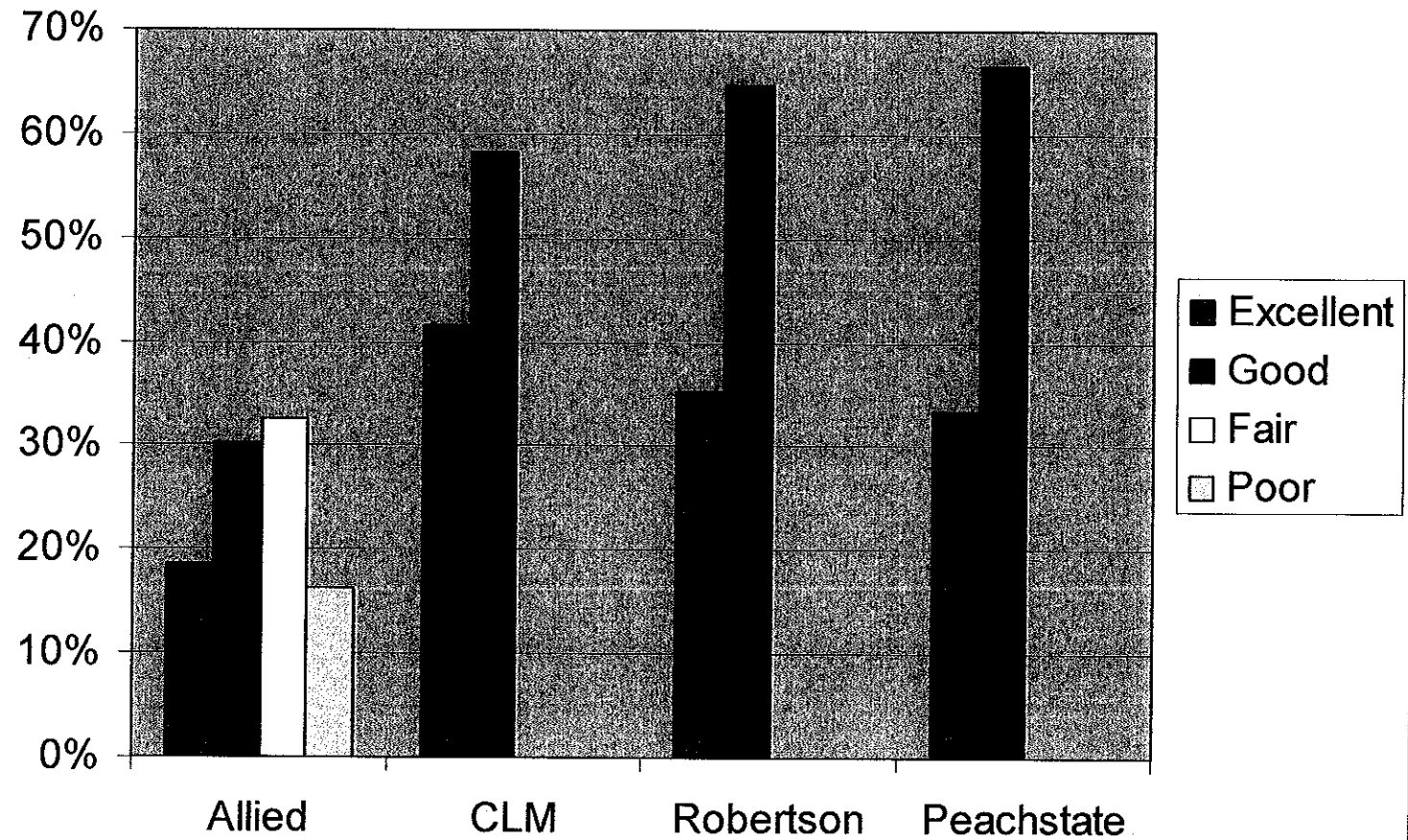
**Should PTC look at contracting with a single company for
lower fees and increased services?**



Comparison of current services versus desired services at lower cost

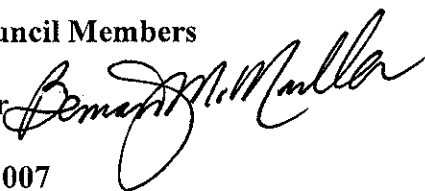


Current Provider Service Ratings



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: October 25, 2007
SUBJECT: Consider Ordinance Amendment – Impact Fee Appeals Process
November 1, 2007, City Council Meeting

Recommendation:

Based on advice of the City Attorney, staff recommends that Council adopt the attached amendment to the Impact Fee Ordinance.

Discussion:

Currently, the section of the Land Development Ordinance dealing with impact fees offers the developers the right of appeal through the Mayor and Council. Should they wish to appeal further, the issue must go through binding arbitration, giving neither party the right to contest the decision. The attached amendment would require the appeal of a Council decision to be heard in Fayette County Superior Court, which would allow the developer to appeal to a higher court, but would also grant the City the same ability.

Budget Impact:

This item should have no immediate budgetary impact. The City may spend money over time defending appeals, but will collect the corresponding impact fees if successful.

Attachment

ORDINANCE # _____

AN ORDINANCE TO AMEND ARTICLE III OF THE LAND DEVELOPMENT
REGULATIONS OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR
THE APPEALS REGARDING IMPACT FEE ISSUES; TO REPEAL CONFLICTING
ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
PEACHTREE CITY, and it is hereby ordained by authority of the same, that Article III of the
Land Development Regulations, Section 307.13 be amended as follows:

307.13. Appeal.

- (a) If any developer or other interested person elects to appeal any ruling of the city with
respect to any provision of this development impact fee ordinance, the appellant shall comply
with section 1301, entitled "Appeals," in the [this] land development ordinance.
- (b) A developer may pay a development impact fee under protest in order to obtain a
development approval or building permit, as the case may be. A developer making such payment
shall not be estopped from exercising the right of appeal provided by this ordinance, nor shall
such developer be estopped from receiving a refund of any amount deemed to have been illegally
collected.
- (c) If an appellant loses his appeal under the provisions of this ordinance, the appellant's sole
and exclusive remedy is to appeal such decision to the Superior Court of Fayette County by
Petition for Writ of Certiorari.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their
entirety. Done, Ratified, and Passed this _____ day of November, 2007.

Deleted: submit to binding arbitration
with the city through the American
Arbitration Association with the
determination of said association being
the disposition of the issue and, in the
absence of fraud, not further appealable.

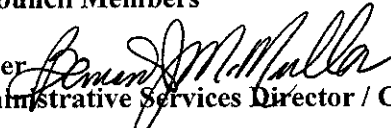
Harold Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Acting Administrative Services Director / City Clerk 

FROM: Human Resources Manager 

DATE: October 25, 2007

SUBJECT: Employee Dental Insurance
November 1, 2007, City Council Meeting

Recommendation:

Staff recommends that Council approve employee dental insurance coverage with Companion Insurance for two years at a total rate of \$29.70 per month for employee coverage and \$85.88 per month for employee/family coverage, with the employee contribution to remain at \$5.18 per month for employee coverage and increase to \$61.36 per month for employee/family coverage.

Discussion:

The City has had dental coverage with Genworth Financial for the past two years. At renewal, Genworth increased their rates by 31%. Our insurance agent of record, Dave Knight, shopped the market for a more reasonable rate. Companion Insurance provided the best rates, has agreed to hold those rates for two years, and was the only company that agreed to honor the existing \$100 lifetime deductible that employees have met with Genworth (this is a significant benefit to those who have met the deductible). This will represent only a 12% increase over the current contract. Companion provided the City's dental insurance prior to the current contract with Genworth.

Employees currently pay \$5.18 per month toward the dental premium for employee-only coverage. Employees who have family coverage also pay the total additional premium cost for this option. There are adequate funds budgeted to maintain the \$5.18 per month contribution for employees. The Companion contract would increase employee/family payments by \$4.18 per month (or \$1.94 per pay period).

Budget Impact:

Funds to cover this item are included in the FY 2008 budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager *Bonnie M. Muller*
Financial Services Director *P.S.*
Assistant Financial Services Director *J.*
Human Resources Manager *J.*
Public Services Director *J.P. Collins*
Developmental Services Director *Diana*
City Engineer *David A. Borland*

FROM: Stormwater Manager

DATE: October 24, 2007 *Mark J. Legn*

SUBJECT: Reclassification of Stormwater Positions to Include Crew Leader and Heavy Equipment Operator Positions
November 1, 2007 City Council Agenda

Recommendation:

Staff recommends the reclassification of Stormwater positions to include a Crew Leader position and a Heavy Equipment Operator position.

Discussion:

Currently all work being conducted by the Stormwater crew is being coordinated by the Crew Leader for Streets. This limits the effectiveness of both departments by not allowing this individual to be strictly focused on either department. For this reason staff believes it would be beneficial for the Stormwater crew to have its own Crew Leader to coordinate the day-to-day functions of Stormwater. To provide this, the Stormwater Maintenance Technician III position will be reclassified to a Stormwater Crew Leader position. This will help both the Streets and Stormwater crews to be more streamlined in their performance.

In addition, staff also recommends that the Maintenance II positions be reclassified to a Heavy Equipment Operator position. Again, personnel currently have to pull double duty to operate equipment for both Streets and Stormwater. By allowing Stormwater to have its own Heavy Equipment Operator, it makes the work flow more cohesively and effectively. This will eliminate much lag time in jobs due to waiting on the availability of an operator from Streets.

There was originally a position of this nature budgeted, but it was not filled during the first year of the Utility.

By upgrading these positions, the overall work performance for both Streets and Stormwater will be enhanced.

Budget Impact:

The total budget impact for these position adjustments will be \$8,574 as seen in the attached calculations provided by Finance. These funds will be transferred from the operations line in the Stormwater budget.

Attachment

cc: City Engineer's File

CREWLEADER-STORMWATER
JOB DESCRIPTION

Job Code: 441

Position: Crewleader-Stormwater
Division: Public Services
Reports to: Stormwater Supervisor
Overview: This position directs personnel in the construction and maintenance of stormwater infrastructure.

FACTOR 1: Education & Directly Applicable Experience

High School diploma and five to less than seven years directly related experience or
Two years of college or Associate's Degree and less than two years directly related experience

FACTOR 2: Supervisory Controls

The work is performed under broad supervision; the supervisor makes assignments by defining objectives, priorities and deadlines, and assists the employee with unusual situations which do not have a precedent.
The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training or accepted practices in the job.

FACTOR 3: Supervision Given

This position supervises the following positions:
Maintenance Technician I-Stormwater
Maintenance Technician II- Stormwater
Maintenance Technician III- Stormwater
Heavy Equipment Operator- Stormwater
Tandem Truck Driver

FACTOR 4: Guidelines

Procedures for doing the work have been established and a number of specific guidelines are available. The employee uses judgment in locating and selecting the most appropriate guidelines, references and procedures for application and may make minor deviations to adapt the guidelines in specific cases or determine which of several established alternatives to use.

FACTOR 5: Complexity

The work typically includes varied duties requiring many different and unrelated processes and methods. Decisions involve the assessment of unusual circumstances, variations in approach, and incomplete or conflicting data.

The work requires many decisions concerning such things as the interpretation of large amounts of data, planning of the work, or refining the methods and techniques to be used.

FACTOR 6: Scope and Effect

The work product or service affects a wide range of organizational activities and/or the physical well-being of a number of persons.

FACTOR 7: Personal Contacts

The majority of personal contact is with individuals or groups from outside the organization in a moderately unstructured setting or involve attempts to enforce ordinances, regulations, or rules where conflict or diverse interpretations may result.

FACTOR 8: Purpose of Contacts

The purpose is to plan, coordinate, or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

FACTOR 9: Physical Demands

The work requires physical exertion such as walking over rough or difficult terrain; recurring standing, stooping, climbing or walking; recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 74 pounds. The work may require specific physical characteristic and abilities such as heightened strength, mobility, and dexterity.

FACTOR 10: Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions.

PAY GRADE: 74

FLSA STATUS: Non-Exempt

CREW LEADER -STREETS- ESSENTIAL DUTIES

- Oversees and operates Stormwater infrastructure repair and maintenance equipment on stormwater drains and water courses.
- Supervises crew and assigns work duties.
- Performs tasks on special projects.
- Provides assistance to other crews.
- Maintains a general knowledge of the City's drainage infrastructure
- Other duties, as required.
- Revised 10/04/07

HEAVY EQUIPMENT OPERATOR-STORMWATER
JOB DESCRIPTION

Job Code: 427

Position: Heavy Equipment Operator-Stormwater
Division: Public Services
Reports to: Stormwater Supervisor
Overview: This position operates equipment used in street repair and maintenance.

FACTOR 1: Education & Directly Applicable Experience

High School diploma and five to less than seven years directly related experience or

Two years of college or Associate's Degree and less than two years directly related experience

FACTOR 2: Supervisory Controls

The work is performed under general supervision; the supervisor provides continuing or individual assignments by indicating generally what is to be done, limitations, quality and quantity expected, deadlines, and priority of assignments. The supervisor provides additional, specific instructions for new, difficult or unusual assignments including suggested work methods or advice on source material available.

The employee uses initiative in carrying out recurring assignments independently but refers deviations, problems and unfamiliar situations not covered by instructions to the supervisor for clarification and direction.

FACTOR 3: Supervision Given

This position does not supervise any other positions.

FACTOR 4: Guidelines

Procedures for doing the work have been established and a number of specific guidelines are available. The employee uses judgment in locating and selecting the most appropriate guidelines, references and

procedures for application and may make minor deviations to adapt the guidelines in specific cases or determine which of several established alternatives to use.

FACTOR 5: Complexity

The work typically includes varied duties requiring many different and unrelated processes and methods. Decisions involve the assessment of unusual circumstances, variations in approach, and incomplete or conflicting data.

The work requires many decisions concerning such things as the interpretation of large amounts of data, planning of the work, or refining the methods and techniques to be used.

FACTOR 6: Scope and Effect

The work product or service affects the design or operation of systems, programs, or equipment; the adequacy of such activities as field investigations, testing operations or research conclusions; or the social, physical and economic well being of a number of persons.

FACTOR 7: Personal Contacts

The majority of personal contacts are with individuals or groups from outside the organization in a moderately unstructured setting or involve attempts to enforce ordinances, regulations, or rules where conflict or diverse interpretations may result.

FACTOR 8: Purpose of Contacts

The purpose is to obtain, clarify, or give information regardless of the nature of the information, i.e. the data may range from easily understood to highly technical.

FACTOR 9: Physical Demands

The work requires physical exertion such as walking over rough or difficult terrain; recurring standing, stooping, climbing or walking;

recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 74 pounds. The work may require specific physical characteristic and abilities such as heightened strength, mobility, and dexterity.

FACTOR 10: Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions.

PAY GRADE: 72

FLSA STATUS: Non-Exempt

HEAVY EQUIPMENT OPERATOR-STREETS- ESSENTIAL DUTIES

▪ Operates equipment in drain construction, repair, and maintenance.
▪ Operates equipment for special projects.
▪ Assists other crews.
▪ Maintains a general knowledge of the City's drainage infrastructure
▪ Other duties, as required.
▪ Revised 10/4/07

CITY OF PEACHTREE CITY
STORMWATER FUND
PROPOSED PROMOTIONS
FISCAL YEAR 2008

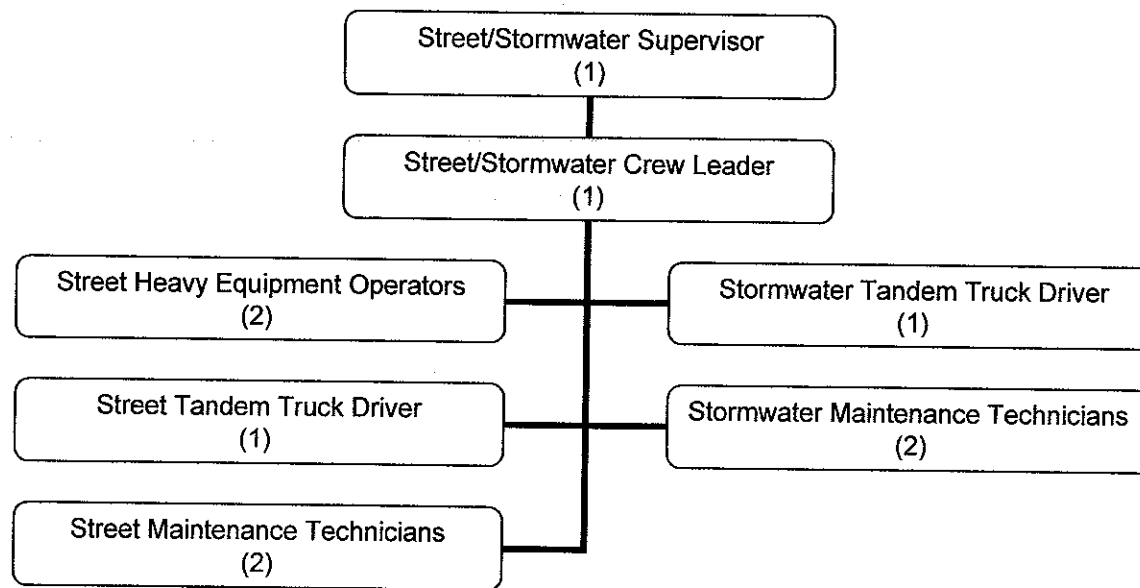
	Maintenance Technican III FY 2008 Budget	Maintenance Technican III Actual at 10/4/2007	Proposed Crew Leader	Difference 2008 Budget vs. Proposed
Salary	\$ 32,056	\$ 33,026	\$ 35,028	
Social Security	1,987	2,048	2,172	
Medicare	465	479	508	
Health Insurance	4,500	9,900	9,900	
L.T. Disability	103	103	114	
Dental Insurance	-	350	350	
Life Insurance	108	108	119	
Retirement	4,872	4,872	4,872	
Retirement Match	641	661	701	
Workers' Comp	1,095	1,095	1,209	
	<u>\$ 45,827</u>	<u>\$ 52,642</u>	<u>\$ 54,973</u>	<u>\$ 9,146</u>

	Heavy Equipment Operator FY 2008 Budget	Maintenance Technican II Actual at 10/4/2007	Proposed Heavy Equipment Operator	
Salary	\$ 28,593	\$ 26,045	\$ 28,593	
Social Security	1,773	1,615	1,773	
Medicare	415	377	415	
Health Insurance	9,900	9,900	9,900	
L.T. Disability	92	92	92	
Dental Insurance	350	350	350	
Life Insurance	96	96	96	
Retirement	4,872	4,872	4,872	
Retirement Match	572	-	-	
Workers' Comp	977	977	977	
	<u>\$ 47,640</u>	<u>\$ 44,324</u>	<u>\$ 47,068</u>	<u>\$ (572)</u>

Additional Funding Required to Make Proposed Changes

\$ 8,574

Current Organization



Proposed Organization

