

City Council of Peachtree City
Agenda
October 18, 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
 - Letter of Appreciation for First Annual "Touch the World" Event
 - Recognize Jay Hughes for 10 Years of Service
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - October 1, 2007, Workshop Minutes
 - October 4, 2007, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Appointments to WASA – Tim Meredith and Phil Mahler
- VIII. Old Agenda Items
 - 09-07-01 Consider Rezoning, Stephens Tract, GI to LUC (Dominion-Somerby)
 - 10-07-01 Public Hearing – Consider Request to Lift Multi-Family Moratorium,
Outer Market Properties on Redwine Road
 - 10-07-02 Public Hearing – Consider Step 1 Annexation, Outer Market
Properties on Redwine Road
- IX. New Agenda Items
 - 10-07-12 Public Hearing – Consider Amendment to Art. X, Sec. 1006(f), GC
Commercial District Regarding Maximum Building Heights
 - 10-07-13 Consider Request for Abandonment of Line Creek Circle and a Portion of
Line Creek Drive
 - 10-07-14 Consider Approval of Design Concept for Flat Creek Bridge Approaches
 - 10-07-15 Consider Bids for Police Department Renovations
 - 10-07-16 Consider Bid for Traffic Signal at SR 74/Wisdom Road
 - 10-07-17 Consider Ordinance Amendment – Additional Alcohol Licenses for Same
Location, Catering, and Event Permits
 - 10-07-18 Consider Ordinance – Additional Regulations for Onsite Sewage Disposal
 - 10-07-19 Consider Right-of-way Purchase Agreements for 74 Widening Phase 2
 - 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
- X. Council/Staff Topics
 - Update on City Vehicle Accidents
- XI. Executive Session

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

City of Peachtree City
WORKSHOP
Minutes of Meeting
October 1, 2007
6:30 p.m.

The City Council of Peachtree City met in workshop session on Monday, October 1, 2007, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Cyndi Plunkett, and Mike Harman. Stuart Kourajian arrived late at 6:45 p.m.

Staff members attending were: City Manager Bernard McMullen, Acting Administrative Services Director/City Clerk Betsy Tyler, Human Resources Manager Brenda Rogers, Fire Chief Ed Eiswerth, Police Chief James Murray, Public Services Director Tom Corbett, Leisure Services Director Randy Gaddo, and City Attorney Ted Meeker.

McMullen told City Council that staff was presenting two memos. The first memo was on the Review of the Personnel Policy and Proposed Amendments and the other one was on the issue that Council asked staff to look at regarding At Will employment for Directors and Chiefs (Personnel Policy – Directors & Chiefs Status.) Tyler stated that she planned to go over the memo and the proposed changes to the current policy as indicated in the memo unless Council wanted to go over the policy section by section. Council indicated that reviewing the changes as indicated was sufficient. Tyler stated that many of these changes were considered 'housekeeping' and were being recommended to maintain consistency in terminology and changes in titles over the years as well as changes in law and in operations. (The memo outlining the proposed changes is in the official meeting file.) Council asked for clarification, had extensive discussion on, or requested additional staff action on the items listed below.

- Policy II, Section 7, Page 4: The change was for the City Manager, instead of Council, to have the authority to hire above or below the minimum salary ranges in a 'trainee' situation or in the event there were recruiting shortages. Conversation between Logsdon, Plunkett, and Harman resulted in Tyler clarifying that the hiring and salary adjustment consideration would still be within the given range for the position. McMullen stated that previous work experience or credentials might qualify the candidate to receive a salary higher than minimum. Council agreed with the change to giving the City Manager this authority.
- Policy II, Section 9, Page 4-5: The change was to add that no extension of the six-month probation period would be provided to anyone who received a promotion. Tyler explained that the current policy granted a six-month probation period for each person placed in a position due to a promotion. If the person in the promoted position did not successfully pass the probationary period, the employee could go back to his original position prior to the promotion. This would push any other employees promoted into the resulting vacancy back to their original positions and pay grades. Council stated that they did not like the policy because the person who was in the second highest level might be doing a fine job and be able to pass his probationary period without incident. McMullen indicated that the employees who were applying for positions through the promotion process should be notified of this probation period and that there was a

possibility that unless the person above him successfully completed their promotion period they might have to go back to their original position. Plunkett stated that employees should not be punished due to the inadequacies of the unsuccessful promoted employee. Harman said that this was not a common practice in the private sector. Tyler said that, without this safety net, some people might not ever attempt to go out of their comfort zone without the knowledge that they could go back to their original position if they could not fulfill the duties of the new job. Council requested that staff do further analysis and see what other jurisdictions did and to discover the best practices at other municipalities.

- Policy II, Section 11, Page 5: Tyler apologized that this change was not indicated in the memo. The change would provide for an employee who was demoted to a position in a class with a lower grade to be reduced to the corresponding salary for such class or an amount equal to 5% below his former salary, whichever was greater. Tyler stated that this aligned with the changes made to the number of steps within a grade, the steps were 2½ % apart and now were 1½ %. The verbiage put the salary back to where it was prior to last year's salary restructuring.
- Policy II, Section 14, Page 5: The change would allow the department heads rather than the City Manager to approve someone to work overtime if a non-exempt employee has already reached the capped limit of 48 hours. Harman asked who monitored comp time balances. Rogers and McMullen indicated it was the department heads. Plunkett questioned whether it was then HR's responsibility to monitor the balances to make sure the department heads were ensuring people took their time and then Council's responsibility to look at these types of things at budget time. McMullen indicated that he did not think that it would affect the budget, but that it would affect the financial statements. Comp time hours affected the liabilities on balance sheet. McMullen indicated that Rogers sent out a monthly report to all division directors and chiefs that had the levels and copied him on the report. Harman asked Murray how the cap affected the Police Department. Murray provided information about detectives and on-call employees and said the cap made it difficult to manage manpower with the requirements of court and staffing. Harman asked Gaddo how the cap affected the Recreation Department. Gaddo stated that it only affected them at times of special events, and generally speaking, the employees were able to get their balances down soon after the event was over. Eiswerth indicated that his firefighters worked 24-hour-shifts and that, by working one extra shift, an employee would be more than half way to that cap. McMullen stated that the purpose of this change was to document what was already in place. There were at times some issues with certain employees having balances beyond the capped limits, but the number of employees over the limit was not that high. Logsdon asked if the current situation was causing a problem, McMullen indicated that it was not. Logsdon said he was okay with the cap.

- Policy II, Section 17 F, Page 7. Tyler indicated that the pay plan was adopted in 2000. Section F indicated that the City was required to do an informal review of job descriptions and pay plans every two years. Tyler indicated that the City had done this almost on an annual basis through the reports from ARC and DCA. Staff reviewed these reports to make sure that the City was in-line with the surrounding areas. Plunkett asked if there were stipulations that required a formal study every five years. Tyler indicated that a formal study was extremely expensive. Logsdon and McMullen interjected that the informal study would bring any of the inequalities to light. McMullen stated that the City would not want to do a formal pay study and not implement it. Plunkett stated that she felt a formal study would alleviate any mass retro salary adjustment due to the fact that a formal study had not been done and changes were not previously implemented.
- Policy IV, Section 4, Page 8: Tyler indicated that the changes were to add what the City was currently doing. Harman asked if the policy should state what the requirements were. Rogers said that the requirements were included in the CAR (City Administrative Regulations). Tyler said that in the CAR elaborated and set the standards in that document rather than in this policy document. Plunkett said that the policy should then refer to the CAR. Harman concurred. Tyler indicated the reference to the CAR would be added.
- Policy VIII, Section 1, Page 10: The change was intended to clarify the extension of an employee's new hire probation period (6-month new hire probation for non-public safety employees, 1-year new hire probation for Police & Fire personnel) an additional 90 days. The extension would not be allowed for promotional probation periods. In addition, Tyler said the statement was removed that employees under a promotional probation were prohibited from using vacation time and to receive pay for accrued vacation time in the case that the employee resigned or was terminated to comply with Fair Labor Standards. Harman asked what the purpose of the 90 day extension. Meeker said that sometimes an extension was just needed for close calls. Meeker recalled a situation two years ago when an employee's first six months was not up to the point where the City wanted to make him a regular employee, but not to the point where the City wanted to let him go either. The additional 90 days allowed for further improvements. Kourajian asked why the extension was only intended for new hire probation and not promotional probation periods. Tyler indicated that the reason the promotional probation period was not to be extended was due to the fact that the extension might affect other employees promoted as a result of the first employee's promotional extension.
- Policy VIII, Section 5, Page 12: Logsdon asked if the language in item 3 was redundant. Since the section was entitled 'Reasons for Demotion', Logsdon questioned whether the end of the sentence "...and demotion is deemed an appropriate action" needed to be stated again. McMullen indicated that it did not need to be stated that way and instructed Tyler to end the sentence after "...State of Georgia."

- Policy IX, Section 6, Page 16: Tyler explained that the changes were to have the corresponding benefit that comes with each level of performance rating, the steps for the merit increase. Boone asked when an employee received his first evaluation. Tyler indicated that it was at 90 days, but a merit increase was only on an annual evaluation. Kourajian asked if, in item 2 B, "just getting by" should truly be fully satisfactory instead of marginally satisfactory. Plunkett commented that "just getting by" could not be measured objectively. Tyler stated that the evaluation tool was still being evaluated and modified by staff and that the definitions would be better defined after that process was finalized with the Atlanta Regional Commission (ARC). Harman asked if McMullen had to approve all merit increases. McMullen said department heads approved regular employee performance evaluations, and he signed off on the corresponding payroll change notice. Logsdon questioned if a department head could have everyone in his department as outstanding. McMullen indicated yes, in theory. McMullen said that he did not have daily contact with many City employees and was not able to verify their evaluation. McMullen stated that Rogers collected the summary of evaluation categories by division, which she reported to him. McMullen indicated that staff discussed the option of setting quotas for each performance rating category, but Council directed staff not to do so. Logsdon and Harman indicated that perhaps setting quotas for numbers of employees in each performance rating section needed to be revisited. Logsdon said that he recalled the directive that Council provided to not set goals for each rating category, but he needed to guard against the extreme. He continued that the City could not have departments who had all employees in one category, and that there was a need to have a requirement that no more than a certain percentage could be in each category. Plunkett asked if the evaluations that the directors and chiefs did for their employees could be incorporated in the directors and chiefs evaluations; to be able to justify the number of employees in each performance measurement. Kourajian agreed and questioned why the City as an employer would not want to have the best employees. Plunkett restated that the justification would be to make sure the directors and chiefs were not just rubber stamping evaluations because it was easier to get along. Kourajian stated that he had been involved with companies where there was one general merit increase fund, and it was split among employees based upon increases. The money would then be split among everyone, but based upon the number of employees at each ranking. Logsdon said that he liked that approach. McMullen commented that they would then need to watch out for the 'buddy system.' Logsdon asked McMullen if there was a report that Council could review annually that would reflect, by division, the number of employees at each level of performance rating. McMullen stated that Rogers produced that report several times a year for him. Council would just need to specify the date range and the report would be generated. Harman said that this policy was a guaranteed pay increase without a way to prepare for it. McMullen said that, through the budget process, staff had the opportunity to review past history and budget according to trends. Eiswerth said that the evaluation matrixes were complex for his department and within his department the criteria needed to be justified. Plunkett asked Gaddo if he had multiple

criteria to evaluate. Gaddo replied that his division's evaluation was not as complex. Tyler indicated that the evaluation tool was still being reviewed and enhanced by staff, and that more defined expectations needed to be addressed. Logsdon asked McMullen to provide Council with a report of all evaluations by division for the preceding year, October 1, 2006 - September 30, 2007. Kourajian and Plunkett indicated that more than one year would be required to observe trends. McMullen said that staff would supply Council with reports from the previous years with the understanding that fiscal year 2007 is the only year that would reflect all five ratings. Logsdon said that would be sufficient.

- Policy X, Section 1, Page 17: Tyler indicated that the changes were to require an employee to work his resignation notice rather than using his accrued leave time in order to leave the City in good standing. Council and staff discussed pros and cons of this requirement, but concluded that the change was appropriate.
- Policy X, Section 5, Page 19: Kourajian asked for clarification of the statement in paragraph 2, "...to retain those employees with the highest degree of seniority whenever possible in a reduction in force." McMullen described a hypothetical situation where the City found it necessary to reduce the number of employees in Public Services, but not to do away with any departments entirely. McMullen continued that the approach would not be to do away with all members of Fleet Maintenance because they have the highest seniority and replace them with employees of the Right of Way Crew because they would not be technically competent to fulfill the job. Plunkett stated that she did not understand why the job performance would not be considered. Council had the consensus that performance should be the first criteria for considerations in a reduction-in-workforce situation; staff indicated that verbiage would be added.
- Policy XIII, Section 3, Page 29: In regards to the section topic of City Holidays, Kourajian asked staff to look into ways to provide for additional floating holidays.
- Policy XIII, Section 4(E), Page 32: Plunkett asked Rogers if she did not monitor vacation time balances, how they were kept up with. Rogers said that the balances were printed on each employee's pay stubs. Plunkett clarified her question to specify who kept up with who was off in each department. Rogers and Gaddo responded that it was a function of the management of each department to keep a calendar to ensure that there was appropriate daily coverage. Kourajian asked Murray if they did the same thing in the Police Department. Murray indicated that they had a system of checks and balances in place. Corbett indicated that his department encouraged leave to be taken in the slow season.
- Policy XIII, Section 5(A), Page 32: Tyler said that the section outlined the immediate family members for sick leave as parents, spouse, and children. Kourajian asked why grandparents and in-laws were not included in this list. Rogers indicated that they are included in the funeral leave section, but not the sick leave. Plunkett stated that with the way family dynamics had changed,

grandparents could be the guardians for their grandchildren, and so grandchildren should be included. It should be phrased as "dependent children." Staff and Council agreed to the change.

- Policy XIII, Section 5(D, E), Pages 32-33: The purpose of this statement was to provide explanation of regular and catastrophic sick leave hours earned for regular part-time employees. Council discussed the concept of catastrophic sick leave and agreed that it was a nice benefit not offered in all employment sectors.
- Policy XIII, Section 6, Page 35: The intent of this change was due to a change in the law regarding military leave. The allowable number of days off due to military leave increased from 15 days to 18 days. Harman asked if the City could look into a way of compensating employees who were called to active duty for the difference between their City salary and their military pay if the military pay were lower. Logsdon stated that he would support that fully as long as there was a cap. Murray added that, in situations that he was aware of, employees actually made more when they were on leave through military pay versus when they were active City employees. Logsdon commented that when troops were first deployed to Iraq there was a backlog in the system that might have caused some of the delays in military payments received.
- Policy XIV, Section 2, Page 37: Tyler explained that the primary change in this section was to increase the tuition assistance available to employees from \$600 per calendar year to \$800 per calendar year. The assistance amount had not been adjusted in over 10 years. Plunkett asked who determined the relevance of the coursework. Tyler indicated that coursework was approved by the director or chief. If the coursework was not directly related to the job function but was required for the degree program is, coursework approval must be received from the City Manager. Harman asked if an employee could receive a GED on the tuition assistance program. Murray indicated that the state paid for GED certificates through the Georgia Lottery program.
- Policy XIX, Section 3, Page 40: Tyler indicated that grandchildren were added to the list of relatives in the existing Nepotism Policy. Kourajian asked if that meant grandparents should also be added. Council and staff agreed. Harman asked if this would ever be an issue in public safety. Murray clarified that relatives could not work on the same shift. Kourajian asked what would happen if a couple got married. Murray said that they had several incidents of this now. The employees could not work on the same shift or report to one another. If they had been assigned to the same shift prior to being married, they would be re-assigned to different shifts.

Tyler stated that, if there were no additional questions or directives about the changes to the personnel policy, McMullen would present the second memo.

McMullen indicated that Council had asked staff to look at the issue of changing the directors and chiefs from their current employment status, under the personnel policies, to an at-will employment status. McMullen continued that the primary change in this scenario would be the appeal process for the director and chiefs. McMullen stated that he was making an assumption that the directors and chiefs would still report directly to him as the City Manager. By changing the status to at-will, McMullen said that the directors and chiefs would no longer be able to appeal to the Council if they were terminated. They would still have legal means of filing a lawsuit if they felt they were unjustly terminated.

McMullen indicated that on the back page of the memo, Rogers had provided a representation of what other municipalities were doing. McMullen continued that of the 16 jurisdictions that provided responses, 12 cities invested the hiring and firing of directors and chiefs solely to the city manager, two cities invested the power to the mayor and council, and two cities reported a shared responsibility. McMullen indicated that the City of Marietta was at-will for directors and chiefs, but in the other municipalities the directors and chiefs fell under the jurisdictions' regular personnel policy.

Logsdon asked if what McMullen was stating was that today all directors and chiefs were serving as at-will employees. Meeker responded that under Georgia law they were at-will employees, but the City's personnel policy stated that they could only be terminated for cause and then had the right to appeal. Logsdon asked what that meant to the appeal process. Meeker stated that the cause provision and the appeal process would no longer apply. Logsdon said that he felt that Council wanted to look at this to see if it would be best for the City to have the division heads as contract employees as the Fire Chief currently was. Logsdon indicated that he did not think that current division heads should have this change in employment status, but asked Council to think about creating the policy for future division heads that would be new to the City to be hired under contract. McMullen asked Logsdon to clarify if he meant contract or at-will. Logsdon said that they were the same to him, but stated he meant what McMullen was. McMullen indicated that he was a contract employee. McMullen continued that Council would need to keep in mind that contract employees would have to be renewed because you could not contract for an extended period of time.

McMullen told Council that the original request that he and Meeker were given was to present three options – the current system, at-will, or contract. McMullen continued that the further guidance that they received was to look at the current system or at-will. Kourajian asked McMullen and Meeker to review the current employment status for division directors and chiefs. Meeker and McMullen provided a summary that outlined a progressive discipline policy that every other employee fell under. Kourajian asked for a review of what an at-will status would mean. Meeker indicated that the City Manager would not need cause to terminate, and there would not be an appeal. Harman asked if the City Manager were to fire someone at that level would that need to receive Council's approval. Logsdon responded that the City Manager could make the decision, but currently the director or chief would still have the right to appeal to Council. McMullen continued that currently, in addition to the City Manager, the Police Chief, the Fire Chief,

and the position of the City Clerk were all approved by the City Council. Kourajian and Logsdon discussed the pros and cons of having key people employed under a contract. Plunkett asked if a current director or chief were to be fired by McMullen then what would happen to that director or chief. McMullen explained that the director or chief would then be able to appeal to the Council if the director or chief felt it was unjustified.

The Council consensus was not to change the employment status of the directors and chiefs to an at-will status due to the lack of cause and appeal process.

There being no further business to discuss, the meeting adjourned at 8:52 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Nikki Vrana, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
October 4, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, October 4, 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 Court Clerk Supervisor Laura Oles for 20 years of service.

Public Comment

Bob Brown discussed extending the City's sewer system outside the City limits. He said the decision was too important to be made so close to a municipal election. He suggested that the Council candidates discuss the issue during their campaigns so the voters could decide. Brown continued that there should be a moratorium on development until the state's water issues were in hand. He suggested staff work on a moratorium on building permits until the drought was over.

Minutes

Boone moved to approve the September 4, 2007, workshop minutes, the September 6, 2007, regular meeting minutes, and the September 14, 2007, special called meeting minutes as written. Harman seconded. The motion carried unanimously for the September 4 and September 6 minutes and 4-0-1 (Harman) on the September 14 minutes.

Monthly Reports

Harman noted that there had been 22 accidents with City vehicles and equipment year-to-date. City Manager Bernard McMullen verified that number. Kourajian noted there had been 14 last year. Acting Administrative Services Director/City Clerk Betsy Tyler reported that the accident numbers got ahead early in the year, and the City's Safety Committee (comprised of the directors, chiefs, and Human Resources) had discussed steps to address the issue. She added that the dollar value of the accidents was less this year, but there were still too many. Harman asked what type of accidents had occurred. Kourajian asked how many City vehicles there were. Tyler said that, in the case of the most recent accident, another car backed into a parked City vehicle. Kourajian asked for a summary report of the year's accidents by the next meeting.

Consent Agenda

1. Consider Budget Adjustments – FY 2008
2. Alcohol License – Change in Licensee and License Representative – The Red Room & The Red Room at the Amphitheater
3. Alcohol License – Change in License Representative – Ted's Montana Grill
4. Consider Resolution and Modification of Social Security Agreement with the Employees' Retirement System of Georgia – Poll Workers

Plunkett moved to approve the Consent Agenda. Kourajian seconded. The motion carried unanimously.

Old Agenda Items

08-07-02 Staff Report on Traffic and Cart Path Issues on Peachtree Parkway North

City Engineer Dave Borkowski reported that the City had contracted with A&R Engineering to perform traffic studies at the Tinsley Mill, Loring Lane, and Peninsula Drive intersections. The traffic counts were complete, and the analysis should be completed in a few weeks. A&R would be evaluating the area for multi-way stop signs and traffic signals. A draft of the path signage policy had also been completed. The policy would be reviewed by staff. One of the first areas to be done would be the heavily-used path crossing at the boat docks.

Borkowski continued that staff was also looking at the possibility of building a bridge over Lake Kedron on the opposite side of Peachtree Parkway from the current path. He referred to an aerial photo (a copy of the photo is included in the official meeting file). The sanitary sewer line crossed the lake at the suggested location, and they would not be able to build anything that prevented maintenance on the force main. The bridge would be moved further away from the road and would increase the span to approximately 240 feet. He said the City's typical truss type pedestrian bridge could span 200 to 250 feet in a single span, but longer distances required a more specialized type bridge with support in the water that was more expensive. The City's last bridge project was a 210-foot span, which cost \$521,000 for fabrication, assembly of the bridge on site, and abutment construction.

Borkowski added that more elevation shots had been taken around the area of the boat docks and path to see if a tunnel under the Parkway was a viable option. It was questionable whether there was enough cover for a tunnel based on the preliminary look. There were flooding issues to consider also.

Logsdon said he had expected a report that would tell them what could be done. Borkowski said a bridge was an option, but it would be an expensive bridge.

An unidentified resident in the audience asked if the City had considered extending the path on the east side of the road. McMullen said staff had looked at that option. There were considerable construction issues due to the topography and elevation, but that had not been ruled out. Logsdon noted this had been an interim report, and more work would be done.

Another unidentified resident noted that her 15-year old daughter had been caught in the middle of Peachtree Parkway recently when trying to cross to the road to get to the cart path. Logsdon said that was one of the reasons they were working on the traffic studies. Borkowski reiterated that the report should be ready in a couple of weeks. Logsdon asked if there would be another update at the November 1 meeting. Borkowski said yes.

Plunkett asked what would happen if the study showed that neither a traffic signal nor stop signs were needed. Borkowski said the proposed signage policy would help with the issue. Plunkett said she liked the policy, and it should have been done a long time ago. She questioned whether the City could go beyond the traffic studies and do something anyway. McMullen pointed out that Council could always put up a stop sign even without the intersection meeting the warrants; however, the City could be liable for putting in a stop sign that did not meet the warrants if there were an accident, especially if the investigation showed that the accident occurred because of the stop sign.

Harman said that if the amount of traffic was not the problem, then it was speed. He did not know if a stop sign was the answer to speeding. Plunkett noted that there were not many golf cart crossings without stop signs. Many studies did not take into account the golf carts. Borkowski said this study included the pedestrian count, which included golf carts, and was part of the warrants. An unidentified resident said she had seen someone out counting traffic during the middle of the day. She said the traffic should also be studied during the morning and afternoon commuter times. Kourajian asked Borkowski to review how the studies were done. Borkowski said that the counts were taken over a 24-hour period, including the volume during peak hours, which was one of the warrants.

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

Logsdon opened the public hearing. John Gorecki of Dominion Partners and Somerby Senior Living said his company proposed a 376-unit senior residential community on the 25.4-acre portion of the Stephens tract. The full continuum of care would include three levels of independent living – assisted living, memory care, and eventually, skilled nursing. They were proposing 78 fee-simple residences, 16 for-rent villas, 150 independent living apartment homes, 48 assisted living residences, and 24 memory care residences. All units would be age-restricted under the Fair Housing Act to 55 years and over. The community would include dining, planned transportation, weekly housekeeping, 24/7 emergency response system, a small movie theater, a billiard and game room, a country store, a private banking office, a beauty and barber shop, exercise and wellness area, and a therapy facility. The area would be gated at night for security. Gorecki continued that the property had two parts – a 19-acre tract on one side of Rockaway road and a six-acre tract on the other side next to the ball fields (Meade Field). They would take special care to preserve trees. David Patterson of Doug Lynn Associates said that 75% of the hardwoods on site would be saved. There were 67 on the site, and 58 would be saved. The plan was to take out only the trees that were 18 caliper inches or less. Gorecki showed the concept plan for the development and went over the various buildings (a copy of his PowerPoint presentation is included in the official meeting file). The large multi-story building housed the independent living apartment homes, memory care residences, and the amenities. The for-rent villas would be duplex buildings, except for one four-plex. The plan included three-story buildings that were fee-simple ownership in a condominium-type development. The developer would take title to 78 wetland acres, which would remain untouched. He showed an exterior elevation of the main building on the property, which had four stories and was 65 feet from ground to the roof.

Logsdon opened the public hearing. Phyllis Aguayo and Beth Pullias spoke against the project as proposed. Aguayo objected to the precedent of rezoning industrial land to another use. She continued that it should be very important for the City to give up the industrial zoning for residential or commercial. The project was too big for this sensitive area. She added that people over 55 drove and made many trips, so traffic would be affected. Aguayo was also concerned about the amount of the impervious surface in close proximity to the wetlands. She suggested cutting out the six-acre area by Meade Field if the project were approved. Pullias said she did not object to the idea, but agreed with Aguayo about the magnitude of the proposal. She said the City was not getting anything in return for the rezoning except a huge building. The smaller portion was too close to Meade Field. She asked if that portion would also be gated at night. She was also concerned about the height of the buildings.

City Planner David Rast said the property was currently zoned GI and was part of Braelinn Village. He noted that Wilshire Estates and Wilshire Pavilion had also been designated as industrial land. This tract's zoning had remained GI, but its land use designation was single-family residential. It was one of the tracts where zoning and land use conflicted. Previous rezoning requests for the area had included the entire Stephens tract and what was proposed was consistent with suggestions made during those requests, which had been denied. With the senior living development, a significant portion of the property, the wetlands, would remain undeveloped. The Planning Commission had reviewed the plans during a workshop and a public hearing. There had been several meetings between staff and the developer. The initial plan called for removing a majority of the significant trees. The plan was re-oriented, which preserved a significant portion of the trees. The project also included a cart path tunnel under Rockaway Road, which would serve the development as well as people traveling to the commercial development. Staff was looking at a master plan for paths, which would connect the tunnel under Rockaway Road to the tunnel under SR 74 that the City and

DOT were going to install. In addition, improvements on Rockaway Road would make the area more path-friendly. The Planning Commission had recommended approval of the rezoning with a number of conditions. Two of the conditions dealt with the proximity to the recreation area and Falcon Field. Rast said there would be something in the deed covenants and property plats to notify potential owners of the recreation area. A statement would also be included that the development was in Falcon Field's flight path. The airport manager said there should be no problem as long as it was covered in the deeds. Rast said staff recommended approval of the rezoning, as well as a change in the land use designation of the property.

The public hearing closed.

Boone asked if the rental units could be leased or rented as Section 8 housing. Gorecki said this would be a \$50 million community. It would be designed to appeal to the top 10% of the market. They would not apply for Section 8 housing, and that could be included as a stipulation.

Kourajian asked how many units would be in the six-acre portion. Gorecki said there would be six six-plexes, or 36 units. There would be a total of 78 fee-simple residences with elevators and two units per floor. Kourajian said there were no gates in the City, and asked about them. Gorecki pointed out that security was important to seniors. The gates would be open from dawn to dusk. They would be closed at night. The six acres would also be gated. They would also have features that would allow the Fire Department to open the gates when necessary. The gates would be monitored 24/7. Kourajian asked Gorecki if they would pay for any damage to the fire truck if the gates would not open. Gorecki said that would be a legitimate stipulation. Kourajian continued that the project was huge, and he did not remember the six-plexes during the previous presentations. He liked the idea, but the plan was no where near what he had expected.

Logsdon said he had always understood there would be 300 units. Gorecki said the original estimate had been 375 units, and the number was now 376. He pointed out that 60 units, the skilled nursing units, would not be built for seven years and were not shown on the plan.

Plunkett recalled that the original plan had too many units, and they had come back with the same number. She continued that the Amli apartment complex off Peachtree Parkway had 312 units and it was a monstrous development. This was bigger. She had not seen any revenue numbers. She felt the project was needed, but it had gone beyond what she had envisioned. The developer had asked for multi-family dwellings and a significant zoning change, but she did not see any benefit to the City.

Kourajian asked where the assisted living component was located. Gorecki said the two-story assisted living wing was in the main building, with 24 units per floor. The memory care wing was also two stories with 12 units per floor. The rent and fee-simple units would be feeders to the main building. Younger people would probably live in the condos, which was an ownership type format. The average age in their developments was over 75 years of age. People were staying in their homes longer. They usually moved to this type of development when a spouse developed a health care need, when a spouse died, or the family mandated a move. They had 90-year old residents living in garden homes in other communities. It was much easier to have skilled nursing in a private home than in the main community building.

Boone said the project anticipated \$475,000 in taxes. Plunkett said the City would get approximately \$75,000 of those taxes. She continued that it cost the City a lot to provide services to

residential zoning, and she wanted to know if the cost would be revenue positive or negative. The Levitt & Sons project was revenue neutral. It would not cost the City anything because of what they were paying in. She questioned whether that would be true of this project, or if it would cost the City money, like most residential projects. McMullen said that a revenue analysis on the project had not been done yet, but they had numbers comparing this investment to an industrial use. Plunkett said that would be comparing a high-end industrial use to the project. McMullen said that was correct. SANY, at build out, would have a \$106 million investment on 222 acres for \$481,000 per acre. This project was 25.4 acres with a total investment of \$50 million, which worked out to \$1,968,000 per acre. It was about four times the investment per acre compared to the SANY property. Plunkett noted that was significant, but it did not answer her question. McMullen said he understood, but that analysis had not been done. Plunkett pointed out that SANY would require different services than a 376-unit residential project full of people over 70 years old. She wanted to know how it would affect the taxpayers and the residents under the age of 65.

Logsdon said Plunkett had good questions. He continued that Wilshire Estates HOA had weighed in early on this project and had given its concurrence as opposed to an unknown industrial project. Logsdon said industrial was not a good fit in the location. He added that the Planning Commission vote had been unanimous on this project. He would like to have the other numbers, but a \$35 million investment would bring over \$400,000 in taxes annually to the County, the City, and the school system. Kourajian noted that residents over 65 did not have to pay the school tax. Plunkett said she did not think that the Wilshire residents were 100% in favor of the project.

Deborah Smith, vice-president of the Wilshire Estates HOA, told Council that the residents had been in agreement on the project on a smaller scale, but did not agree with the magnitude of the development proposed at this meeting. Also, they had not been aware about the plans for the six acres by the recreation area. Logsdon added that they had still talked about 375 units in those presentations.

Gorecki said it was difficult to lay everything out on a development plan. They would need a massive building for 376 units. The plan presented would have more buildings with lower profiles. They had met with the HOA several times and had addressed the concerns presented. There would never be 100% approval of a resident group on any project. What he presented at this meeting had 18 fewer units than originally proposed in order to preserve the trees.

Harman said the business plan was very aggressive. He also had a problem with the units on the south side of Rockaway Road. The units were open to the road according to the rendering, and he did not want people to see the development. He questioned what else could be done. Gorecki said the alternative was to build 30 houses on that parcel and asked Harman if that would be more attractive. Harman asked Gorecki what could be done to make the plan more acceptable. The bisection of the development by the road did not seem to fit with the plan. Gorecki said they would have to figure out what else could be put there. Harman asked Rast if this had been discussed at the Planning Commission. Rast said they had, and the issue was not having a portion of the project across the road. The issue was that the developer was to provide a tunnel under Rockaway Road so the two parcels would be interconnected. There was a 100-foot wide power easement on the south side of the road, which limited what could happen on the smaller parcel. The plan originally had eight units, and the number had been reduced to six. There would be berms and landscaping under the power lines to screen views, but tall trees could not be put in due to the power easement. The Planning Commission had not had an issue with that.

Kourajian asked if there was any information on the additional traffic that would be using Rockaway Road after the realignment with the traffic signal at SR 74. Once that happened, more people would use Rockaway Road. Rast said it had been discussed at Planning Commission, and he went over the access points into the development. Logsdon noted that, once the tunnels under Rockaway Road and SR 74 were completed, golf carts would be able to get back and forth to the commercial areas without an at-grade crossing on SR 74. Rast went over the route for the proposed paths and tunnels. Gorecki added that the path along Rockaway Road would be adjacent to the road and would not go through the project.

Plunkett said she did not have enough information to make a decision. Harman asked for more information on the vegetation in the power line right-of-way. Rast said that staff had worked with the power company to landscape the power easement by MacDuff Parkway. Any trees would be limited to 12 feet in height at maturity so the power company would have access to the poles and lines for maintenance.

Logsdon asked what had to be done to determine if the project was revenue neutral. Rast said there was a model for the West Village, but there had not been time to put the numbers in since the request had come the day prior to the meeting. Boone said the burden on City services would be on fire and police, but especially on the ambulance service. Gorecki said all of the residents would have emergency pull chords in their units. Some would wear pendants on their person. The staff would know where the person was and would be able to get to that person in the first five minutes to stabilize the person if possible. The residents would get medical help before the Fire Department could get there. McMullen said staff would prepare a complete analysis on all the major services the City provided, but a lot would only be an estimate. They could look at numbers from the developer's other projects.

Logsdon said he liked the project, but the City had to perform its due diligence and get those numbers. He suggested postponing the decision for two weeks. Boone asked Rast if that was adequate time. Rast said it was. Harman said he also wanted elevations on the six-plexes and an idea of how the view would be mitigated.

Boone moved to postpone the action until October 18. Harman seconded.

Kourajian said it would be a good idea to have the numbers regarding the impact, but having the cost to the City be in the black was not a reason to approve the rezoning. It was dangerous to set a precedent on whether the City made money on a rezoning or not. Council needed to look at the number of units, the gates, push button entrances, and the 36 units by Meade Field. He did not disagree that it was good use for the area, but the plan was nowhere near what he thought it would be.

Plunkett clarified that the public hearing would be closed the next time the rezoning was on the agenda. Plunkett asked if the Planning Commission could discuss the project's density at their next meeting. Harman noted that the Planning Commission had approved the project as it was. Logsdon said if the Council wanted to modify the plan, then it was up to Council to do that. Kourajian said they could always send a plan back to the Planning Commission. City Attorney Ted Meeker pointed out that there was not time to put out the public hearing notice for the October 8 Planning Commission meeting; the ordinance required 15 days.

The motion carried unanimously.

09-07-06 Consider Ordinance Amendment – Procedure for Appointing Council Members or Mayor

Acting Administrative Services Director/City Clerk Betsy Tyler noted there had been some disagreement as to how to handle ties and explained the proposed changes to the ordinance. The round robin of voting in the current draft had been removed. Initially, the first round scores would be added to the second round scores. If there were still a tie, then there would be a coin toss between the top two applicants.

Plunkett moved to approve the procedure for selecting a council member. Harman seconded. The motion carried unanimously.

New Agenda Items

10-07-01 Public Hearing – Consider Request to Lift Multi-Family Moratorium, Outer Market Properties on Redwine Road for 48-bed Assisted Living Facility

10-07-02 Public Hearing – Consider Step 1 Annexation, Outer Market Properties, 13.57-acre Tract on Redwine Road

Rast reported that the applicant had asked to continue the public hearings until October 18. Plunkett moved to postpone Agenda Items 10-07-01 and 10-07-02 until October 18. Boone seconded.

Kourajian noted that Council had previously asked for a plan for the whole area. He asked Rast to talk with the applicant to see if he could submit a plan for the entire area. He also wanted to know if there were any long-term plans for the entire property, not just the 13.57-acre tract. Logsdon agreed. He was not interested in looking at piecemeal annexation on the north side of Redwine Road. Rast said the developer was aware of those concerns.

The motion carried unanimously.

10-07-03 Consider Alcohol License – NEW – Mulligan's

The sports bar and grill would be located in the old Macaroni Grill building. Boone moved to approve the alcohol license for the new Mulligan's. Plunkett seconded. The motion carried unanimously.

10-07-04 Consider Alcohol License – NEW – Bia's

Yousuf Hassan addressed Council. The restaurant would feature artisan pizza and a wine bar. Harman moved to approve the alcohol license for Bia's. Plunkett seconded. The motion carried unanimously.

10-07-05 Consider Proposed Changes to PTCA Board

Plunkett noted that the Peachtree City Tourism Association Board had asked to extend the time to November. Plunkett moved to extend Agenda Item 10-07-05 to November 1. Boone seconded. The motion carried unanimously.

10-07-06 Consider Purchase of Rescue/Pumper FY2008

Fire Captain Jeff Koldoff said he could answer any questions regarding the purchase.

Plunkett moved to approve Agenda Item 10-07-06, the purchase of a rescue/pumper, from FY 2008 budget and not to exceed \$414,652. Harman seconded.

Kourajian noted that \$421,000 had been budgeted. Koldoff said the additional funds in the line item would be needed for the equipment.

Plunkett amended her motion to include the budgeted amount of \$421,320. McMullen explained that they only needed the approval for the original amount. The equipment would be purchased separately. The original motion stood.

The motion carried unanimously.

Harman asked if the vehicle was a Quint. Koldoff said it was a rescue/pumper, which would complete the standardization of the department's engines. The vehicle currently in use would be phased out when the new one arrived. Boone asked if the older vehicle would be sold. McMullen said that the City had been trying to sell the vehicle that was replaced in 2007. A potential sale had recently fallen through. Any proceeds from a sale would go back into the City's General Fund.

10-07-07 Consider WASA Agreement for Driveway Improvements

Borkowski said staff recommended approval of the intergovernmental agreement for an amount not to exceed \$20,372 for driveway drainage improvements.

Plunkett moved to approve agenda item 10-07-07 Consider WASA Agreement for Driveway Improvements for the City's portion not to exceed \$20,372 and for WASA's portion to be \$20,372. Boone seconded. Harman said he did not think Council could stipulate what WASA would pay. Plunkett amended her motion for the City to pay 50% of the project, not to exceed \$20,372. Harman seconded the amendment. The motion carried unanimously.

10-07-08 Consider Pay Plan Addition – Part-time Firefighters

Tyler said that staff recommended that the part-time firefighter positions be moved into the City's pay plan at the same hourly rate as full-time firefighters. The funds were in the budget. She continued that the City had a set pay rate for part-time firefighters that was last changed in 2001. Putting them into the pay plan assured automatic updates rather than having to come to Council for approval for pay increases.

Kourajian asked why this was being done now. Fire Chief Ed Eiswerth said that in 2001 the part-time firefighters pay had been made even with the full-time firefighters. Since that time, the full-time pay had increased, while the part-time pay had fallen further and further behind. Harman asked if this would also put the part-time firefighters on the same step plan as the full-time. Eiswerth said it would, and that the part-time firefighters would also receive the Cost of Living Allowance (COLA). He added that putting them on the pay plan would require that they receive evaluations.

Plunkett moved to approve agenda item 10-07-08 Consider Pay Plan Addition – Part-time Firefighters to bring part-time firefighters up to parity with the full-time firefighters effective 10/1/2007. Harman seconded.

Boone asked where the difference in the pay would come from. McMullen said it would come out of the General Fund. He and Eiswerth had discussed it during the budget process, but had not completed the analysis. They put money into the Fire Department budget to cover it. Boone said he heard that the total amount had not been budgeted in 2008. McMullen said it was. Tyler said

she thought she said that the increase would not impact the budget. Kourajian clarified that the change would keep this from happening again. Tyler and McMullen confirmed that.

The motion carried unanimously.

10-07-09 Consider Purchase of High-Temperature Linings

Fire Captain Tom Hughey was available to answer questions. Plunkett asked if the item was in the budget. Hughey said it was in the PIP. McMullen clarified the item was part of the FY 2008 PIP.

Plunkett moved to approve the purchase of high-temperature linings, agenda item 10-07-09. Harman seconded.

Hughey noted that the purchase should be done quickly since the City was going into the burn season. Otherwise, they would have to wait until the summer. Kourajian asked what would happen to the funds left in the line item. McMullen said the unused funds would go into the PIP contingency fund.

The motion carried unanimously.

10-07-10 Consider Nomination for Representative to Fayette County Recreation Commission

McMullen said the City had received a request from County Commissioner Herb Frady to provide a nominee for the Fayette County Recreation Commission. The request went to the City's Recreation Commission, and they recommended George Martin for the nomination.

Plunkett asked if the Fayette County Board of Commissioners had already agreed to have a City representative on their board or if Frady would be making that recommendation. McMullen said Frady would be making the recommendation. Each County Commissioner could nominate a person from their district.

Plunkett moved to approve the recommendation of George Martin and to give Martin's name to Frady. Boone seconded. The motion carried unanimously.

10-07-11 Consider Request for Quit Claim Deed Regarding the Stephens Tract

Meeker apologized that this agenda item had been added at the last minute. The request came in earlier, but he did not receive the documentation until the day before the meeting. The surveyor who prepared the survey for the Columbia Properties tract indicated there was a road on the property. Meeker had spoken to the surveyor, who did not recall how or why the road was depicted on the tract. Meeker said he and the attorneys for Columbia Properties had run the titles and could not find that the City had any interest in the road. Since the road had turned up on a survey, it had been requested, from a title insurance standpoint, that the City sign a quit claim deed conveying an interest that the City apparently did not have.

Plunkett moved to authorize the Mayor to sign the quit claim deed deeding over any interest the City did not have to Columbia Properties. Boone seconded. The motion carried unanimously.

Council/Staff Topics

Lexington Circle Development Update

Rast said that he met with the Development Authority of Peachtree City (DAPC) and a consultant some months ago to develop a master plan for Lexington Circle, which they hoped would generate some interest in the development. The City had also received a letter from the residential developer, who said he was not going to pursue residential development on this property because he could not make the numbers work based on the idea the consultant had come up with. The Building Department and development inspectors met with the representatives of the primary property owner to discuss issues. The pile of dirt on the Miller property had been leveled and stabilized. The silt fencing around the perimeter of the site had been rechecked. The owner of the Lasseter tract mowed and cleared debris from that property. The final site plan for Lexington Lofts had been approved, which would be on the property behind CVS. Rast showed a rendering of the proposed development (a copy of the rendering is included in the official meeting file). The developer planned to break ground when the costs were finalized. Rast said he had also received the conceptual site plan for a hotel behind Zaxby's and the Neighborhood Community Bank, which would be on the October 8 Planning Commission agenda. The developer planned to move forward on the project quickly.

Rast continued that he had spoken with the commercial tenants along SR 54, who had asked for a review of the signage plan to determine if additional signage on SR 54 would be permitted. Currently, the stores were limited to signage at the entrance and were not allowed a monument sign. They felt the additional signage would help bring people into the development. Rast was also working with the owner of Bruster's to expand that building to add smaller shops.

Boone asked about landscaping for the lofts project. Rast said no landscaping was shown on the rendering. Plunkett asked if the landscaping would be similar to the live-work units across the street. Rast said it would be similar, but he had talked with the developer about beefing the landscaping up and making some improvements to the live-work units. Plunkett asked if what was in place met the general guidelines for the area. Rast said the design guidelines identified general landscaping requirements for the development. An overall plan had not been prepared. Plunkett said the landscaping for the live-work site seemed fairly minimal. Rast said there were still some street trees to be planted in front of that development. They had discussed putting the street trees in together rather than on just that side of the development so the trees would be the same size. The trees would be planted when the other buildings were complete. Plunkett asked if the landscaping would be enhanced on the future projects. Rast showed the areas where the street trees and more landscaping would be located. The landscape plans were not required until the buildings were under construction.

McMullen reported that the City had received notification that the final buffer variance for Huddleston Pond was approved and was in the mail. The contractor was notified that he could begin construction. He had already begun putting up silt fencing. It would take three months to complete the project.

Harman asked if there had been a resolution to the sign issue in The Avenue. Rast said there had. Cousins Properties had asked for additional signage in the development, and the request had been approved after working with the Planning Commission. The internal lighting was more intense than what was approved. Harman said he was asking about the billboard signs on the roads in the development advertising other things. Rast said the sandwich board signs were removed and replaced with the standard signs on the sidewalks. All the tenants were using the same signage.

The internal marketing signs, the billboards, were approved as well, and staff was working with them on minimizing the lighting. All the internal lights had been turned off. Harman said he had understood they should not advertise anything other than what was in The Avenue. Rast said there was no limitation on the type of advertising. The owners understood that was a concern, and they were going to try and limit it to the tenants. Plunkett asked how this would affect the sign ordinance in City. Rast said that, during the Target zoning, Council had approved approximately 20 signs on the Target building that were internally lit. Those signs were much larger. Plunkett said she was concerned about the precedent and challenges to the sign ordinance. Meeker said the City could not regulate the content, but could regulate size and number. He would discuss the issue with Rast.

Plunkett asked about the bridge over the railroad. Rast said it would be after the first of year. The City had received environmental clearance. The right-of-way documents had been returned to the consultant for revision. Once those were approved, the City had to acquire the right-of-way, which would take four to eight weeks. The project would then go out to bid. The earliest would be sometime in 2008.

Kourajian said some residents had complained about an odor in the Redwine Road area since the Starr's Mill school complex had opened. Logsdon said he had also discussed it with a resident, who had been dealing with WASA. Kourajian said he had asked the residents to send him something in writing. McMullen noted that the houses on the County side of Redwine Road were on septic tanks and there could be problems with that. Kourajian said this seemed to be a different issue.

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

Kourajian moved to reconvene in regular session. Harman seconded. The motion carried unanimously. Executive Session ended at 10 p.m.

There being no further business to discuss, Boone moved to adjourn. Kourajian seconded. The motion carried unanimously. The meeting adjourned at 10:01 p.m.

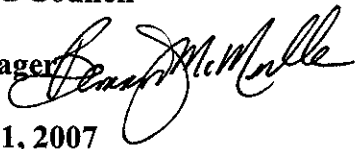
Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: October 11, 2007
SUBJECT: CONSIDER APPOINTMENTS OF WATER & SEWERAGE
AUTHORITY MEMBERS
Consent Agenda, October 18, 2007

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Mike Harman, WASA Vice-Chairman John Gronner, and myself, considered three applicants for the vacancies on the Water & Sewerage Authority.

It is the recommendation of the Committee that Mr. Phil Mahler be appointed to complete Mr. Mike Harman's unfulfilled term; 10/18/2007 – 12/31/2009. We further recommend that Mr. Tim Meredith be re-appointed, extending his term an additional five years to 12/31/2012. No alternate is being recommended.

Copies of their applications are attached for your review.

BJM:nv

Attachments

**WATER AND SEWERAGE AUTHORITY
APPLICATION FOR APPOINTMENT**

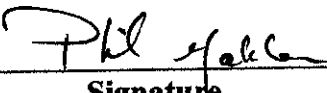
NAME: Phil Mahler

ADDRESS: 114 Terrane Ridge, Peachtree City, Ga.

TELEPHONE (Day Time): 678-364-1294

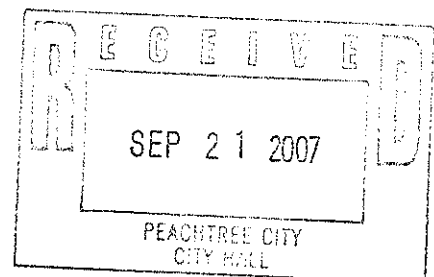
(Evening): 678-364-1294

(Email): phil_mahler@bellsouth.net



Signature

9-21-2007
Date



1. How long have you been a resident of Peachtree City?

We moved to Peachtree City the end June 2006 (14 months).

2. Why are you interested in serving on the Water and Sewerage Authority?

I am interested in getting involved in the community and feel with my background I would be a good addition to any board, commission or authority. The Water and Sewerage Authority would give me an opportunity to learn something new while applying my previously acquired skills in accounting and management.

3. What qualifications and experience do you possess that would benefit the Water and Sewerage Authority?

I have a BS in accounting from Susquehanna University, a Mid Career Certificate from the Maxwell School of Syracuse University and thirty four years work experience with the Internal Revenue Service. I began my career as a field agent examining tax returns and retired as an executive. During my career I was involved in examination operations, planning and performance management, and appeals. The knowledge I gained in successfully leading a group of 15 agents, leading a branch of 120 agents and through executive leadership of 500 employees gives me the background to lead people, achieve goals, and manage resources. In addition my involvement with a municipal fire department resulted in my ability to deal with people in day to day operations as well as extreme situations.

4. List major jobs you have held during your working career to include name of company and position.

Internal Revenue Service - September 1971 to January 2006 (New York City and Washington, DC)

1971 - 1981	Internal Revenue Agent (auditing returns) - New York City
1981 - 1985	Group Manager (15-20 agents) Auditing tax returns Appraisal of property
1985 - 1997	Branch Chief (150 agents) - New York City
1998 - 2000	Auditing tax returns Performing engineering analysis Performing computer analysis
1997 - 1998	Regional Manager (10 analysts) - New York City Monitoring and evaluating 10 districts
2000 - 2001	Assistant Division Chief (1,500 employees) - New York City Auditing tax returns
2001 - 2006	Executive (Senior Executive Service) - Washington, DC Director, Organizational Performance Division Associate Chief Financial Officer Director Technical Services, Appeals

5. Do you have any past experience relating to water/sewerage? If so, describe.

None other than usage as a homeowner since 1972.

6. Have you attended any Water and Sewerage Authority meetings in the past year and, if so, how many?

No. I have visited the Authority and read the minutes for the past year (January thru August).

7. Are you willing to take continuing education classes?

Yes

8. Would there be any possible conflict of interest between you employment and serving the Water and Sewerage Authority?

No, I am retired.

9. Describe your current community involvement.

For the past 14 months I have been involved with painting and repair of our new home. I had wished to apply for a previous opening on the Water and Sewerage Authority, since we had not lived in Peachtree City the required 6 months I did not submit an application. My prior community involvement while living in Mahwah, New Jersey for twenty four years:

24 years as a volunteer firefighter (17 years as a company officer and 5 years as a departmental officer including Chief of the Department). The Mahwah Fire Department is 100% volunteer with five fire houses, 18 pieces of equipment, 138 active firefighters and responding to approximately 400 calls a year.

Member of the Youth Sports Booster which runs the Township Mahwah's recreational sports activities. I was the Director of Soccer, running the soccer program. I also coached soccer and softball teams.

During our stay in the Washington, DC area, the demands of the nationwide positions I held, did not allow me to be involved in the community.

**WATER AND SEWERAGE AUTHORITY
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Water and Sewerage Authority**.

Applicant must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Water and Sewerage Authority is comprised of five members appointed to five-year terms. Meetings are held on the first Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of the Peachtree City sewer system.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Nikki Vrana, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, SEPTEMBER 28, 2007**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: Tim Meredith _____

ADDRESS: 102 Merrywood Lane, PTC, GA 30269 _____

TELEPHONE (Day Time) 770-634-7570 _____

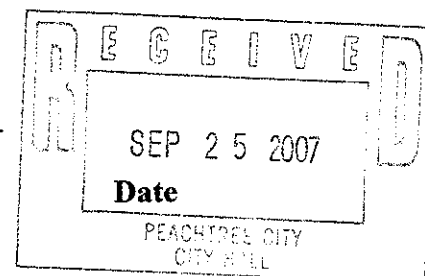
(Evening) _____

(Email): tim.meredith@porex.com _____

Tim Meredith  9/21/07 _____

Signature

1. How long have you been a resident of Peachtree City? 10 yrs



2. Why are you interested in serving on the Water and Sewerage Authority? To conduct WASA business in the best interests of Peachtree City residents.
3. What qualifications and experience do you possess that would benefit the Water and Sewerage Authority? MBA, BS Physics, AS Computer Science. 24 yrs combined experience in commercial and residential construction, water filtration for industry and home use, manufacturing management, and quality engineering.
4. List major jobs you have held during your working career to include name of company and position. See resume
5. Do you have any past experience relating to water/sewerage? If so, describe. I am completing a 5 year term as a WASA board member.
6. Have you attended any Water and Sewerage Authority meetings in the past year and, if so, how many? All but one, see L. Young blind for EXACT count.
7. Are you willing to take continuing education classes? Yes
8. Would there be any possible conflict of interest between your employment and you serving the Water and Sewerage Authority? No
9. Describe your current community involvement. WASA BOD

TIM MEREDITH
102 Merrywood Lane,
Peachtree City, GA 30269
CELL 770-634-7570

meredith.tim.doc
timmeredith3@bellsouth.net

Summary of Qualifications

Intelligent and aggressive professional with extensive cash conversion process analysis experience. Demonstrated success developing new and existing accounts maximizing profitability and customer satisfaction. Strong written and verbal skills are used to fully exploit opportunity.

EXPERIENCE

Porex Corporation, Fairburn, GA Director of Operations, Specialty Products Group 2004-present Started new division increasing sales 20% annually by expanding into market niches and specialized applications.

Manufacturing Engineer 2001-2004 Managed the development of new products and processes for our medical device component and assembly business. Prepared budget and financial justification to purchase machinery. Contributed to ISO 9000-2000 certification by creating sales order workflow system.

Tooling Manager 1998 to 2001 Developed intranet work order system supporting sales, marketing, and production tool orders. Increased revenue flow using process mapping to reduce cash conversion process cycle time.

Heraeus Amersil, Inc., Duluth, GA Senior Quality Engineer, Corporate 1997-1998 Directed research program for CNC machining of key components of semiconductor wafer fabrication. Established quality program for demand flow production of sales orders for our largest accounts.

DANA Corp./Wix Filtration Products Division, Gastonia, NC Manufacturing Process Engineer 1995-1997
Designed and coordinated installation of high volume manufacturing systems to comply with QS-9000. Responsible for new product launches into manufacturing.

Materials Engineer 1992-1995 Managed R&D of coatings, surfactants, and polymers for five plants. Coordinated introduction of new materials into manufacturing systems. Developed processes reducing cycle time and hazardous wastes.

Porex Corporation, Fairburn, GA Quality Engineer 1986-1992 Designed, built, and verified automated test systems to comply with MIL STD 104D and 105A. Trained 21 QA technicians in applied SPC.

EDUCATION MBA, University of Phoenix, 2007
BS Physics, University of West Georgia, 1983
AS Computer Science, University of West Georgia, 1983

ISO 9000 Certified Auditor, Applied DOE, Process and Design FMEA

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Benjamin McCallister*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: October 10, 2007

SUBJECT: Request by Dominion Partners, LLC to rezone a 25.4-acre portion of the Stephens tract from GI General Industrial to LUC Limited Use Commercial for a 367-unit campus-style continued care facility
October 18, 2007 City Council agenda

Recommendation:

City Staff maintains our support of this proposal as presented at the October 4 City Council meeting.

Discussion:

At the October 4 meeting, City Council requested that Staff research several items and then present this information to Council at the October 18 meeting. We have been working with the Fire and Police Departments to obtain data as to the number of emergency calls they have experienced this past year at the existing senior-oriented developments within Peachtree City (Attachments "A" and "B"). We have also obtained data from Dominion Partners as to the number of emergency calls they have experienced at a similar-sized facility in Mobile, Alabama (Attachment "C").

In addition, we have spoken with representatives from Dominion Partners about their site plan, the location and number of buildings, the number of units and other items of concern. It is our understanding Dominion Partners will be meeting individually with Council members next week in order to address these and other items.

Budget impact:

Staff is finalizing a detailed financial analysis of the impact the proposed development may or may not have on the city. This information is not yet ready for distribution and will be forwarded to Council members on Monday.

Attachments

Fact Sheet

Impact of Proposed Somerby Development

Summary:

1. The number of beds in the assisted living and memory unit of the Somerby project is close to the number of beds available at Ashley Glenn (72 vs 77). Based on Ashley Glenn experience, it is expected that the Somerby Assisted Living and Memory Units will generate approximately 50 patient contacts annually once fully populated.
2. The 244 Independent Living units could produce up to 33 additional calls per year. This number is based upon the percentage of calls responded to for this age group living independently throughout Peachtree City.
3. When built, the 60 Skilled Nursing Beds can be expected to generate 7 additional calls annually based on the number of calls per bed generated by Southland Nursing Home.
4. The Somerby development has not created a new requirement for additional Fire/Ambulance service for the area, but it will increase the urgency of need for these services. This area of the city experiences the longest response times within the city due to the travel distance from stations 81 and 83. The need for an additional two fire stations in the southern portion of the city was identified by the Insurance Service Office (ISO) as early as 1998. A southside fire station has been in the city's master plan for a long period of time, perhaps in excess of twenty years

Peachtree City EMS Patient Contact For Age Group 55-105 for the period of 10/1/2006 - 9/30/2007

Total Patient Contact (Age 55-105): 738

		2000 Census Pop	%Total Pop. (32,458)	% Total Patient Contacts (2169)
Age	55-65: 240	~2675	8.2%	11.1%
	66-75: 189	~1379	4.3%	8.7%
	76-85: 172	~ 971	3.0%	7.9%
	86-95: 129	~ 298	Age 86 0.9%	6.4%
	96-105: 8		and over	
Totals:	738	~5323	16.4%	34.1%

Number of patient contacts at specific facilities (numbers are included the total above):

Ashley Glenn (Assisted Living with Memory Unit), 77 Beds: 54

Southland Nursing Home, 155 Beds: 20

Future Number of living Units Targeted for age 55 and above:

Towne Club: 145 Independent Living units (Target Age 75 & Up)

Proposed Somerby project, 376 total living units consisting of:

244 Independent Living

48 Bed Assisted Living (note: the assisted living and memory units
capacity are almost equal to Ashley Glen capacity)

24 Bed Memory Unit

60 Bed Skilled Nursing – proposed future development

01/01/2005 TO 09/30/2007

SOUTHLAND NURSING HOME

MEDICAL CALL	1			
UNLOCK VEHICLE	11			
DUI	2			
ABANDONED VEHICLE	2			
SUSPICIOUS ACTIVITY	1			
WELFARE CHECK	4			
CRIMINAL TRESPASS	1			
PERSON DEAD	3	AGE 91	AGE 85	AGE 74
LOST/MISLAID PROPERTY	3			
THEFT	1			
ASSIST MOTORIST	1			
DOMESTIC DISPUTE	1			
TOTAL CALLS	31			

ASHLEY GLENN

MEDICAL CALL	1			
WELFARE CHECK	6			
DAMAGE TO PROPERTY	1			
SIMPLE BATTERY	1	AGE 69		
PERSON DEAD	3	AGE 69	AGE 90	AGE 84
SUSPICIOUS ACTIVITY	2			
THEFT	1	AGE 90		
VERBAL DISPUTE	1			
IMPROPERLY PARKED VEH	1			
MISSING PERSON	1			
TOTAL CALLS	18			

Past Twelve Month History - Somerby of West Mobile, Mobile Alabama

Unit Size Comparison	Mobile	Peachtree
Independent Living Apartments	136	136
Assisted Living Residences	20	48
Memory Care Residences	24	24
Independent Living Villas	16	16
Indepentent Living Garden Homes or Condos	56	48
	<u>252</u>	<u>272</u>

Fire Department 911 Calls (A)	2
EMT/Ambulance 911 Calls	3
Total Emergency Calls	5
Non-Emergency EMT/Ambulance Calls (B)	10
Deaths at Property (C)	3

NOTES: Most deaths occur at the hospital and not at the property

(A) Security Company called 911
Garden Home electrical short
IL Resident - mistakenly set microwave popcorn for 3 hours

(B) Non-Emergency transport to hospital

(C) There were actually six deaths during the last 12 months, but only three occurred at the property.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *James M. Malle*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: October 10, 2007

SUBJECT: Request by Outer Marker Properties, LLC to lift the moratorium on multi-family housing for a proposed assisted living facility on Redwine Road
October 18, 2007 City Council agenda

Recommendation:

Based on the appeal procedures outlined in Section 1404 of the Multi-Family Rezoning Moratorium (Attachment "A"), Staff is not authorized to make a recommendation to Council on the request to lift the multi-family moratorium.

Discussion:

Outer Marker Properties, LLC submitted a letter to City Staff on September 10, 2007 (Attachment "B") requesting that City Council consider lifting the moratorium on multi-family housing for a 3.06-acre tract of land on Redwine Road currently located within unincorporated Fayette County. The purpose of lifting the moratorium would be to allow Staff to work with the Applicant on a 48-bed assisted living facility being proposed for the property.

The Applicant has also requested (under separate application) that Council consider annexing a 13.57-acre tract of land into the city limits of Peachtree City, which includes the subject 3.07-acre tract. The remainder of the property would be designated for office use. Council must first agree to lift the moratorium on multi-family housing as well as accepting the annexation application in order for Staff to work with the Applicant.

Budget impact:

Should the application move forward, budget impacts would be analyzed as a part of the rezoning process. The proposed development would be located within the Braelinn Service Area and would be responsible for applicable impact fees. Should this process move forward, Staff would be analyzing the financial impacts of the proposed development.

Attachments

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, 11-4-1999)

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, 11-4-1999)

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, 11-4-1999)

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, 11-4-1999)

Outer Marker Properties LLC

6300 Powers Ferry Road, Building 600, Suite 166, Atlanta GA 30339



September 10th, 2007

Mayor and Council of Peachtree City, GA
151 Willowbend Road
Peachtree City, GA 30269

RE: Request to lift multi-family moratorium for property which is proposed to be annexed at 2471 Redwine Road

Dear Mayor and Council Members:

Outer Marker Properties LLC and Stars Mill Manor LLC hereby request that the City lift the multi-family development moratorium for the property referenced above in order to accommodate the proposed development of a small assisted living facility.

Stars Mill Manor will consist of a single story, 48-unit assisted living facility with 12 dedicated memory care units. The architecture of the facility will blend seamlessly with the surrounding community, and its use will not generate a significant impact on traffic, noise, or police protection. While contributing to the tax base, the facility will not impact the local school systems and will have a minimal impact on public utilities and other service amenities.

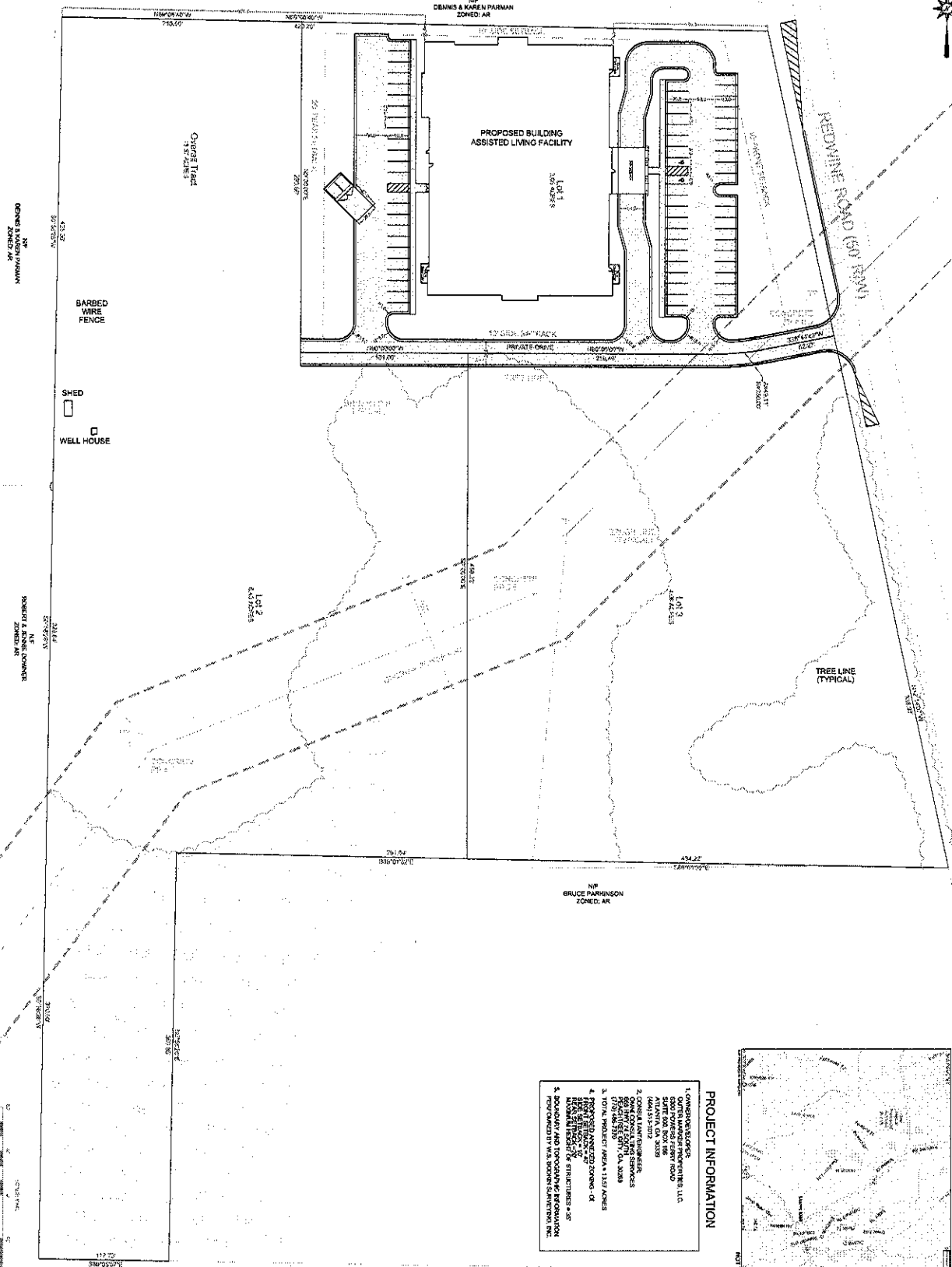
Our residents, while allowed to drive, rarely do. Stars Mill Manor will provide daily bus transportation for our residents to libraries, civic clubs, medical care, and other local businesses.

The existing senior living facilities in the area are currently full with waiting lists, and with the growing population to the south of the city, we feel that there is a very large gap in supply of quality senior housing. Our facility will thrive off of the existing local population, as well as newly planned senior communities such as the proposed Somerby development by Dominion Partners.

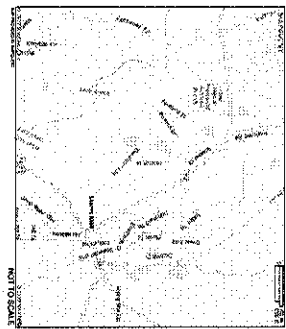
We have formally applied to have the subject property annexed into the city and zoned to accommodate our proposed use. We look forward to presenting this project to the Mayor and Council and we appreciate the opportunity to work with Peachtree City.

Respectfully,
Outer Marker Properties LLC

Jeremy Ragsdale, principal



VICINITY MAP



PROJECT INFORMATION

1. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
2. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
3. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
4. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
5. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
6. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
7. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
8. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
9. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC
10. OWNER: STARRS MILL PROFESSIONAL CENTER, LLC

NP
STARRS MILL PROFESSIONAL CENTER, LLC
CITY OF PEACHTREE CITY
ZONED: CI

ANNEXATION PLAT FOR
STARR'S MILL MANOR
REDWINE ROAD

LANDLOT 18 OF THE 1st DISTRICT

PEACHTREE CITY, GEORGIA

Omni
Consulting Services
885 Highway 74 South
Peachtree City, GA 30269
ph: 770-486-7370
fax: 770-486-6396
omni@omnicons.com

REVISIONS

WORKSESSION
CONCEPT PLAN

DATE: 01/15/2010
BY: J. L. STARR
SCALE: AS SHOWN
1

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Benjamin M. Hall*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: October 10, 2007

SUBJECT: Request to approve Step One annexation application – Outer Marker Properties, LLC
October 18, 2007 City Council Agenda

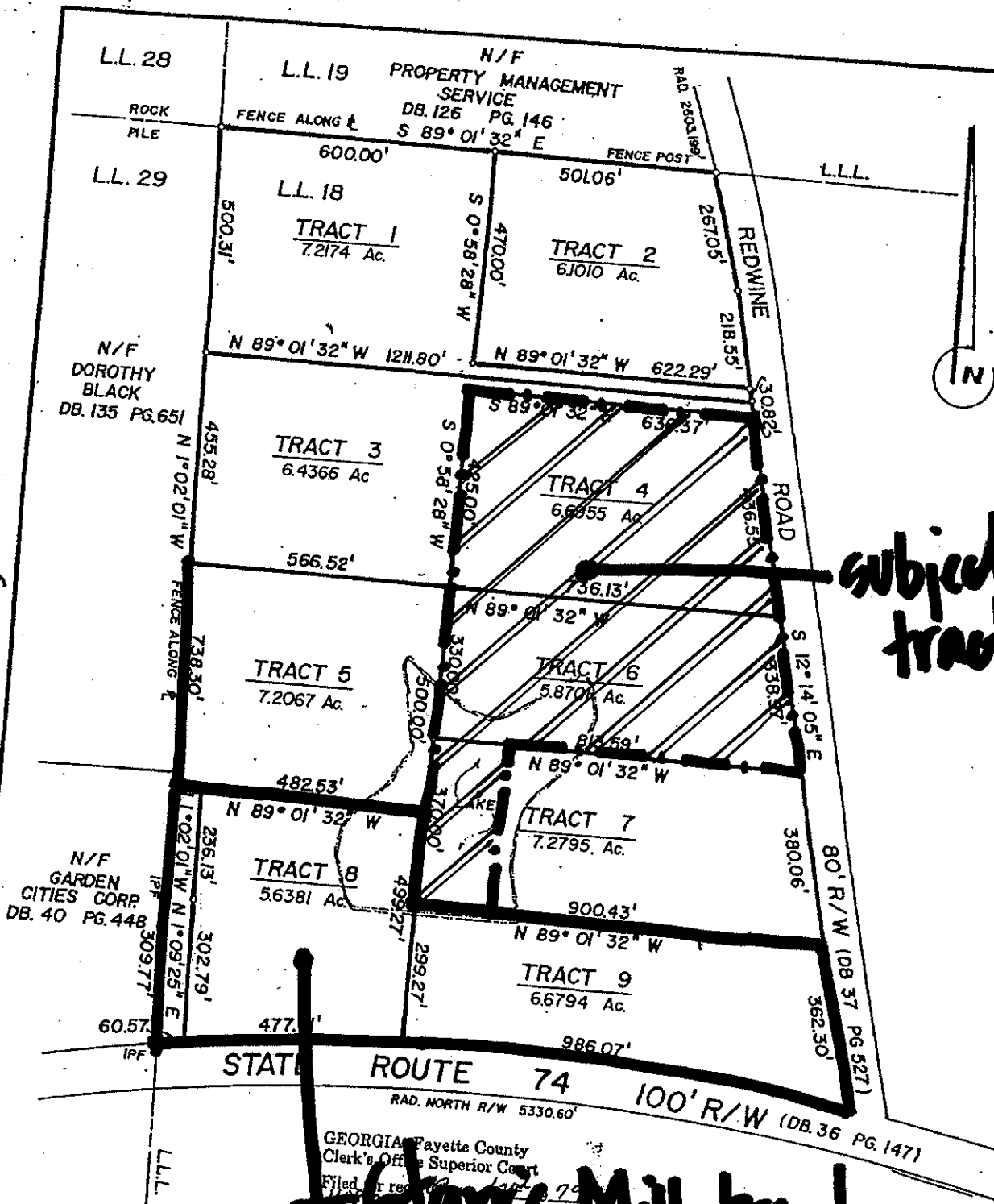
Recommendation:

Based on the requirements identified within the city's Annexation Review Process, Staff is providing information to City Council for consideration of the applicant's request. After careful review of this information and discussion with the applicant, Council must then decide if the application should move forward to Step Two of the annexation process.

Discussion:

In 2004, the city repealed its moratorium on annexations and initiated a two-step process for review and consideration of annexation requests. The first step was written to provide a general overview of the proposed annexation and to identify how the annexation and proposed development may or may not be compatible with the established goals within the city's Comprehensive Plan.

Following a review of this information, the Applicant presents this information to City Council, who then decides if the application moves to Step Two of the annexation process, which requires the submittal of additional and detailed information pertaining to the annexation request and the proposed development. **Allowing a developer to move forward to Step Two in no way implies that City Council will ultimately approve the property for annexation.** Rather, it provides Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.



GEORGIA Fayette County
Clerk's Office Superior Court
Filed for record 1979
Recorded in Book 1979
This 2nd day of August 1979
WA Ballard
Clerk



THE MILL FARMS
PROPERTY OF
VONOR C. PEEPLES
LAND LOT 18
FAYETTE COUNTY
SCALE 1"=200'
6TH DISTRICT
GEORGIA
6/14/79

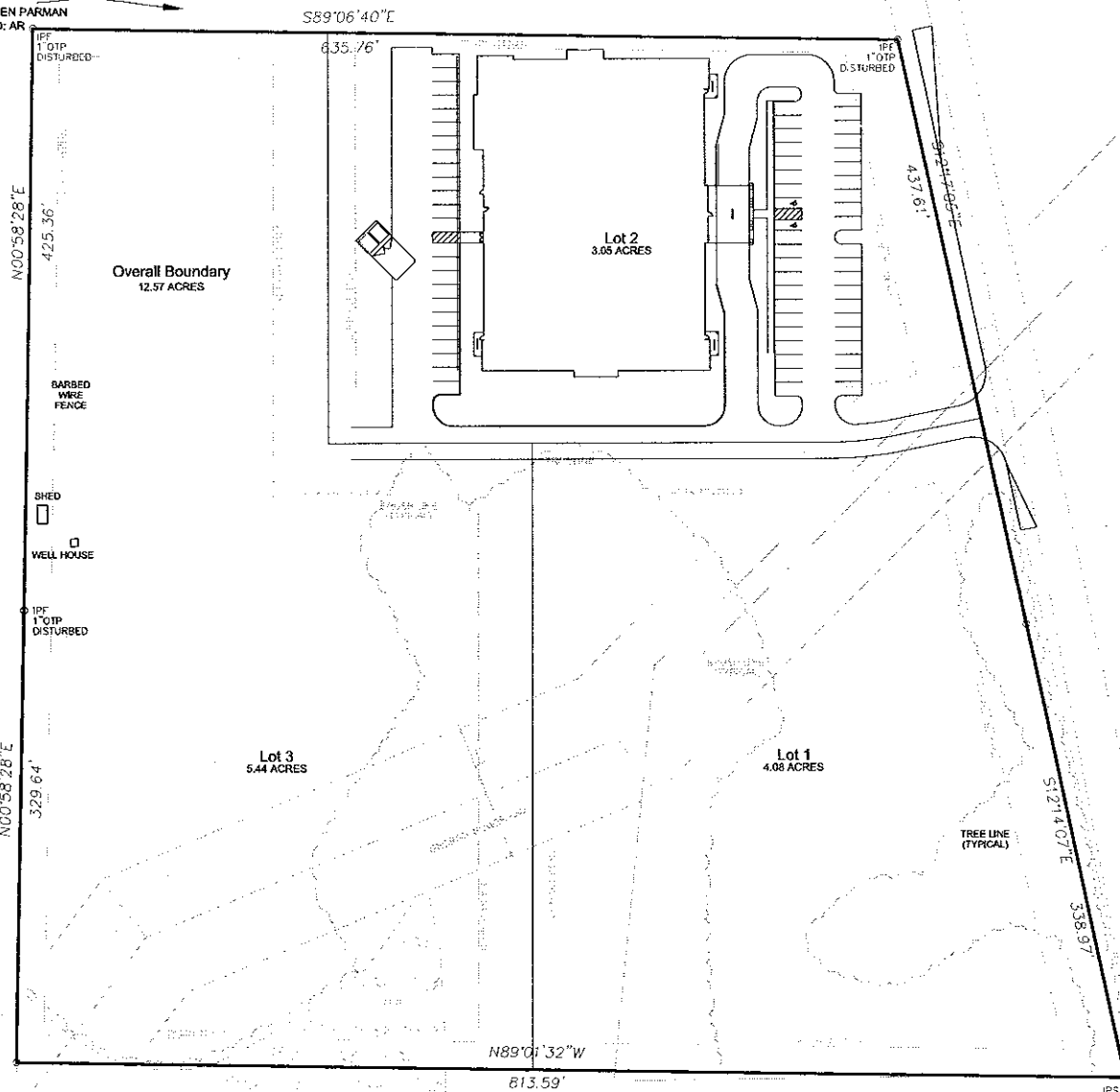
The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 15,000 ft. and the adjustment, A & measurements a single measure. It is my official correct representation prepared to me.

Restrictions recorded in Book 207-15

N/F
DENNIS & KAREN PARMAN
ZONED: AR

N/F
ROBERT & JENNIE DOWNER
ZONED: AR

N/F
BRUCE PARKINSON
ZONED: AR



PEACHTREE CITY, GEORGIA

REDWINE ANNEXATION

REDWINE ROAD

SITE DEVELOPMENT PLANS FOR

REDWINE ANNEXATION

REDWINE ROAD

Omni
Consulting Services

660 Highway 74, Suite 100
Marietta, GA 30067
Tel: 770-484-4399
omni@omnicons.com

REVISIONS	

ANNEXATION PLAT

DATE: SEPTEMBER 2009

BY: AS SHOWN

SCALE: 1"=20'

1

of 1

Step One: Initial annexation information

The following information is to be completed by the property owner and/ or their agent and submitted to the City Planner for review and distribution. This form provides basic project information that will allow City Staff to determine if the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan.

I. Contact information:

Owner(s) of property:

Sue Gouda

Mailing address:

8 Hutchison Lake Road

City, State, Zip:

Senoia GA 30276

Telephone:

770-599-0139

Fax:

E-mail address:

Agent(s) for owner:

Outer Marker Properties LLC

Mailing address:

6300 Powers Ferry Road, Bld 600, Suite 166

City, State, Zip:

Atlanta GA 30339

Telephone:

404-513-1012

Fax:

E-mail address:

Jeramy.ragsdale@gmail.com

(Note: A certified letter must be submitted by all Owners of Record of the subject property indicating they are aware of this request and that they acknowledge this application is being submitted by their agent, if applicable.)

II. Project information

Gross acreage: 13.57 acres

Acreage of lakes, floodplain, wetland, streams and associated buffers, etc.: Approx 1 acre

Net developable acreage: 12.57 acres

Current zoning classification (include copy of appropriate zoning ordinance and current Zoning Map of general vicinity): A-R (Fayette County)

Current Land Use designation (include copy of appropriate land use description and current Land Use Map of general vicinity): Fayette County Agricultural / Residential

Location of property:

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

See attached from Omni Consulting

Brief description of proposed project:

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

Proposed project will consist of a single-story, 33,000sf, 48-unit assisted living facility as well as two additional O&I parcels accessed by a common entrance on Redwine Road. There will be approximately 18 full time employees and 48 residents of the assisted living facility.

Relationship to Comprehensive Plan

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

▪ Housing

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.

(If applicable, identify the type and number of residential units that are proposed, current and projected on-site and adjacent zoning and densities, price ranges, amenities, etc.)

▪ Commercial

Provide commercial facilities concentrated in the four village centers already established that serve the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.

(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

The proposed O&I park and assisted living facility will be an appropriate addition to the recent commercial development in the 'Stars Mill' area. The traffic generated by assisted living facilities (as well as other O&I uses) is minimal, considering that the residents (with few exceptions) do not drive. Adjoining residential areas will be complimented by the 'residential' aesthetic design of the facility and the quiet, tranquil nature of the business.

▪ Economic Development

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.

(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

The assisted living facility will generate approximately 20 new, full-time positions in the immediate area. These positions will range in skill and income, and will include kitchen staff, housekeeping, medical assistants, activities directors, and facility managers. The proposed O&I parcels will eventually generate even more jobs and municipal tax revenue, while having a minimal impact on infrastructure. (utilities, schools, traffic, etc)

▪ Transportation

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

(Identify how the proposed annexation and subsequent development might impact existing traffic patterns, roadways, etc. and what is planned to mitigate these impacts, how the property will be

interconnected with the City's multi-use path system, and what measures will be implemented to reduce traffic congestion associated with the proposed development.)

The property is located near a high-traffic intersection that will soon host a commercial development project. (Redwine Road and Highway 74) Access from Fayetteville, Peachtree City and Senioa will be very convenient for the new employment positions that will be created. The additional traffic generated by the assisted living facilities and the O&I park will be minimal compared to retail or other commercial uses. The multi-use path system is located directly across Redwine Road and will be easily accessed from the site. Family members of residents at the assisted living facility should easily be able to visit using the cart path system. A single entrance and exit to the three parcels will ease congestion on Redwine Road at peak travel times.

▪ **Recreation**

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

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

The assisted living facility will include walking trails as well as host a number of civic organization functions. Also, by integrating with the existing cart path system, the facilities will be easily accessed by local residents.

Land Use

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

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

Office and Institutional. Across Redwine Road there is currently an office complex which includes medical office buildings. Nearby, there are retail and other commercial uses.

▪ Natural Resources

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

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

Bordering the property is a small pond. Due to the topography of the site, our storm water detention will likely be located in near the pond, and we will work to ensure that the layout of the property enhances the natural beauty of this pond.

▪ Community Service and Facilities

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

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

As part of a large contingent of local developers, Outer Marker Properties has joined together to bring sanitary sewer service to this basin area. This includes a new lift station and improved infrastructure to satisfy the future needs of this growing area. Police and fire protection services will be required by the O&I parcels as well as the assisted living facility, however, the impact will be minimal.

▪ Community Aesthetics

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

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

(see attached building elevation) In keeping with Peachtree City's design ordinances and general desire to see high architectural detail, we have designed the assisted living facility to blend in as a part of the local commercial and residential structures. Future office and institutional uses on the remaining parcels will of course conform to Peachtree City's design standards.

▪ Planning

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

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

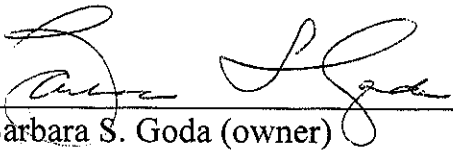
Outer Marker Properties LLC will hold a community meeting before any public hearings in order to educate the neighboring property owners as to our intentions, as well as to get input and suggestions from them on how they feel we may better integrate into the community. If deemed necessary, we may hold an additional meeting to demonstrate plan revisions, etc, that have arisen from our initial meeting.

Barbara S. Goda
8 Hutchinson Lake Road
Senoia, GA 30276

8-15-2007

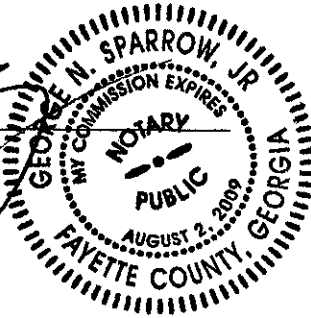
This letter is to certify that as the rightful owner of the property located at 2471 Redwine Road, Fayetteville, Georgia, I hereby authorize Outer Marker Properties LLC to apply for annexation of the said property into Peachtree City, and to re-zone the property to Limited Use Commercial (LUC) or Office and Institutional (O&I).

Outer Marker Properties LLC is authorized to act as an agent of the owner in all matters pertaining to the annexation and rezoning of said property.


Barbara S. Goda (owner)

(date) 8/15/07


Notary Public



Bruce Parkinson
2493 Redwine Road
Fayetteville GA 30215

8-20-2007

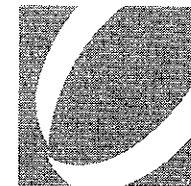
This letter is to certify that as the rightful owner of the property located at 2493 Redwine Road, Fayetteville Ga, I hereby authorize Outer Marker Properties LLC to apply for annexation of the said property into Peachtree City, and to re-zone the property to Office and Institutional (O&I).

Outer Marker Properties LLC is authorized to act as an agent of the owner in all matters pertaining to the annexation and rezoning of said property.

Bruce Parkinson (date) Aug. 21, 2007
Bruce Parkinson (owner)

Christine Mitchell
Notary Public





Omni
Consulting Services

REVISIONS

ANNEXATION PLAT FOR :

STARR'S MILL MANOR

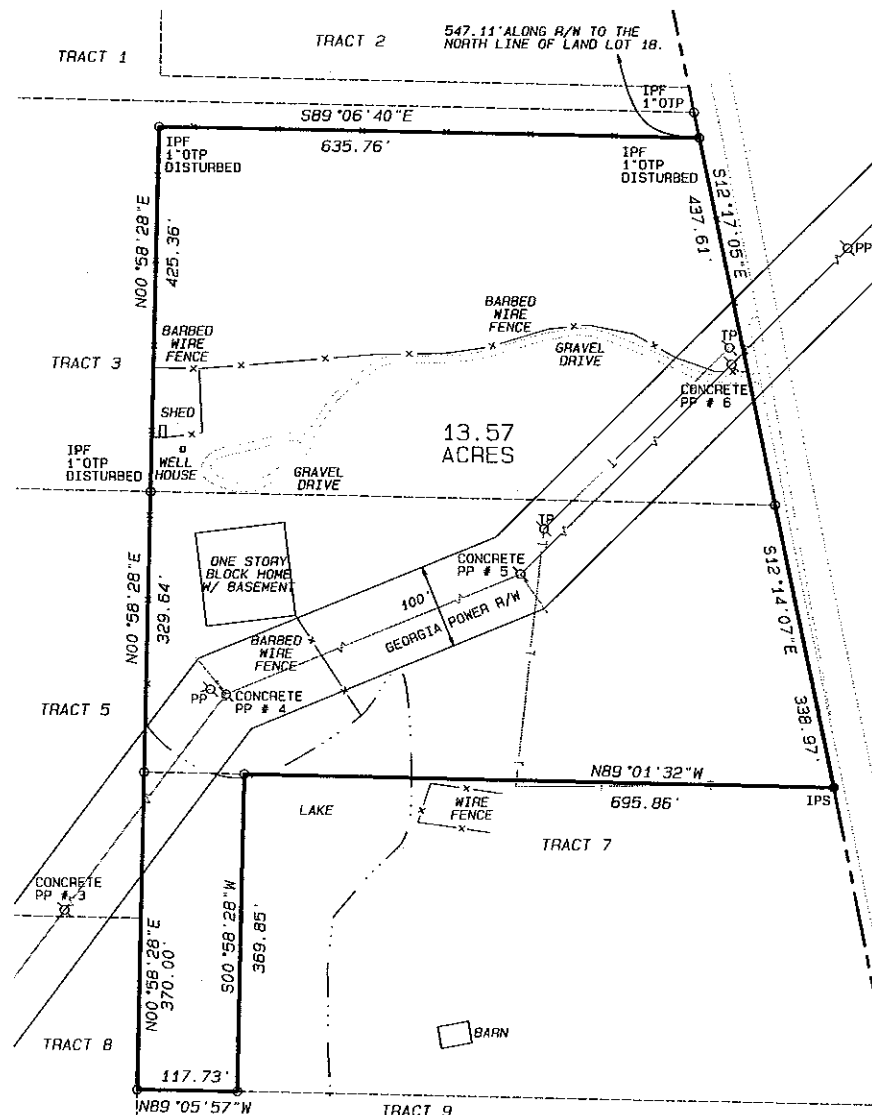
LAND LOT 18 - 6th DISTRICT - FAYETTE COUNTY, GEORGIA

Omni Consulting Services
665 Highway 74 South
Peachtree City, GA 30269
ph: 770-466-7370
fax: 770-466-8398
omni@omnicons.com

DATE OF FIELD WORK: 11/18/05
THIS PLAT IS BASED UPON THE FIELD DATA AND THE ORIGINAL RECORDS OF THE SURVEY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF OMNI CONSULTING SERVICES. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

09/07/07
1" = 100'
06070
JOB NO.

of 1



LEGEND

R/W
N/F
SQ. FT.
C/L
B/L
P/P
F/H
L.L.
IPF
RB
IPS
NCS
OTF
CTP
CWF
W/D

RIGHT OF WAY
NOW OR FORMERLY
SQUARE FEET
CENTERLINE
BUILDING LINE
POWER POLE
FIRE HYDRANT
LAND LOT LINE
IRON PIN FOUND
RE-BAR
IRON PIN TO BE SET
(1/2" RE-BAR)
NO CORNER SET
OPEN TOP PIPE
CRIMPED TOP PIPE
CONCRETE MONUMENT FOUND
WOOD DECK

DATE OF FIELD WORK : 11/18/05

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 74,361 FEET AND AN ANGULAR ERROR OF 06 SECONDS PER ANGLE POINT AND WAS NOT ADJUSTED.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,100,918 FEET.

EQUIPMENT UTILIZED:
ANGULAR - TOPCON GTS-303
LINEAR - TOPCON GTS-303 EDM

NO NGS MONUMENT LOCATED WITHIN 500' OF SITE.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

ALL BUILDINGS, AND SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON.

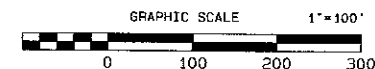
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THE BASIS FOR THE DIRECTIONS SHOWN HEREON IS PLAT BOOK 11, PAGE 163, FAYETTE COUNTY RECORDS.

THE PROPERTY AS SHOWN ON THIS PLAT DOES NOT LIE WITHIN A SPECIFIC FLOOD HAZARD AREA AS DETERMINED BY F.I.R.M. MAP # 13113C - 0090 D.

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

ANTHONY STANLEY, GA. R.L.S. # 2875



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Benjamin M. Miller*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: October 10, 2007

SUBJECT: 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
October 18, 2007 City Council Agenda

Recommendation:

Staff recommends that Council continue discussion of this item until the November 1, 2007 meeting.

Discussion

At the October 8 Planning Commission meeting, Staff presented a proposed ordinance amendment to the GC zoning ordinance establishing a maximum height restriction as well as review criteria should a building exceed a specified height. After lengthy discussion, the Planning Commission felt additional review criteria was needed and asked Staff to research specific items and bring these recommendations to the next meeting, which is scheduled for October 22. Should the Planning Commission agree with these recommendations, Staff will present the proposed amendments to City Council at the November 1 meeting.

DAVIS & MEEKER, L.L.C.

ATTORNEYS AT LAW

6631 WATSON STREET

UNION CITY, GEORGIA 30291

(770) 964-0228

FAX (770) 964-9730

THEODORE P. MEEKER, III

E-MAIL: tpmeeker@comcast.net

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: October 11, 2007

RE: Request for Abandonment of Line Creek Circle and a portion of Line
Creek Drive

Capital City Development Peachtree City, LLC, has submitted a Petition for the City to abandon Line Creek Circle and Line Creek Drive. The Petitioner subsequently made an oral modification, and is now requesting that only a portion of Line Creek Drive be abandoned. This is due, in large part, to the fact that Capital City does not own both sides of Line Creek Drive, and therefore withdrew its request for that portion. As a point of reference, the portion to remain as a city street is that portion extending from Highway 54 south to the property line of the Flexxon Development (the old Peachy Clean property). A copy of the Petition is attached hereto.

I have attached the relevant statute which outlines the process that the City must follow to abandon a road or street. The statute, O.C.G.A. § 32-7-2 (c) provides as follows:

When it is determined that a section of the municipal street system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it, the municipality, by certification recorded in its minutes, accompanied by a plat or sketch, and after notice to property owners located thereon, may declare that section of the municipal street system abandoned. Thereafter, that section of road shall no longer be a part of the municipal street system and the rights of the public in and to that section of street as a public road shall cease. The property may be disposed of by the municipality as provided in Code Section 32-7-4.

In short, the City Council first has to determine that the road at issue has ceased to be used by the public to the extent that no substantial public purpose is served by it. In English, that means that the road is not being used by the public any more. The test is not whether the road should be abandoned for a private individual. Rather, the city has to have an objective basis for determining that the road is no longer being used. Ultimately, the Petitioner will need to provide a factual basis for the Council to make that determination.

The statute requires that notice has to be given to the owners of property adjacent to the street prior to such action being taken. In this instance, Capital City is the only owner of the adjacent property. As Capital City submitted the Petition for Abandonment, that requirement has been satisfied.

Assuming that the Council votes to abandon the road, the City can proceed with disposing of the property in accordance with O.C.G.A. § 32-7-4. Those procedures are as follows:

1. The City shall notify the current owner of the adjacent property. The notice shall be in writing delivered to the appropriate owner or by publication if his address is unknown; and he shall have the right to acquire the property with respect to which the notice is given. Publication, if necessary, shall be in a newspaper of general circulation in the county where the property is located. Such property shall not be sold at less than its fair market value.

2. If the right of acquisition is not exercised within 60 days after due notice, the city may proceed to sell such property to the bidder submitting the highest of the sealed bids received after public advertisement for such bids for two weeks. The city shall have the right to reject any and all bids, in its discretion, to re-advertise, or to abandon the sale. The public advertisement shall be inserted once a week in such newspapers or other publication, or both, as will ensure adequate publicity, the first insertion to be at least two weeks prior to the opening of bids, the second to follow one week after the first publication. Such advertisement shall include but not be limited to the following items:

- (i) A description sufficient to enable the public to identify the property;
- (ii) The time and place for submission and opening of sealed bids;

(iii) The right of the department or the county or municipality to reject any one or all of the bids;

(iv) All the conditions of sale; and

(v) Such further information as the department or the county or municipality may deem advisable as in the public interest.

3. In the alternative, the sale of such property may be made by the city by listing the property through a licensed real estate broker who has a place of business located in the county where the property is located or outside the county if no such business is located in the county where the property is located. The Property shall be listed for a period of at least three months. Such property shall not be sold at less than its fair market value. All sales shall be approved by the city council at a regular meeting and shall be open to the public at which meeting public comments shall be allowed regarding such sale. The City shall provide for a notice to be inserted once a week for two weeks in the legal organ of the county indicating the names of real estate brokers listing the property for the political subdivision. The city may advertise in magazines relating to the sale of real estate or similar publications. The city shall have the right to reject any and all offers, in its discretion, and to sell such property pursuant to the provisions of paragraph 3 above.

4. Another alternative is that the sale of such property may be made by the city to the highest bidder at a public auction conducted by a licensed auctioneer. Such property shall not be sold at less than its fair market value. The City shall provide for a notice to be inserted once a week for the two weeks immediately preceding the auction in the legal organ of the county including, at a minimum, the following items:

(i) A description sufficient to enable the public to identify the property;

(ii) The time and place of the public auction;

(iii) The right of the department or the county or municipality to reject any one or all of the bids;

(iv) All the conditions of sale; and

(v) Such further information as the department or the county or municipality may deem advisable as in the public interest.

The county or municipality may advertise in magazines relating to the sale of real estate or similar publications. The city shall have the right to reject any and all offers, in its discretion, and to sell such property pursuant to the other options outlined herein.

As noted, any sale has to be approved by resolution of the city council to be recorded in the minutes of the council meeting. All proceeds arising from such sale shall be paid into and constitute a part of the funds of the city.

Finally, I have attached a proposed Resolution to be adopted if the Council determines that abandoning the roads at issue is proper, along with a sketch of the portion of such roads to be abandoned.

TPM/jb
Enclosures

*Tree Top Associates, LLC
1400 Buford Highway H-3
Sugar Hill, GA 30518
(678) 714-7893 phone
(678) 714-7894 fax*

October 3, 2007

To: Ted Meeker, Esq.

From: Tree Top Associates, LLC

Re: Proposed Abandonment/Relocation of Line Creek Drive
Plan for Central Park at Line Creek
Prepared for Capital City Development/CCD PTC, LLC

Mr. Meeker:

This letter will advise that, absent an agreement with the developer of Central Park at Line Creek for the conveyance to the undersigned of the property between the current property owned by the undersigned and the right of way of relocated Line Creek Drive, the undersigned, as the property owner contiguous to the existing Line Creek Drive, objects to the abandonment of Line Creek Drive, as now located.

Sincerely yours,

TREE TOP ASSOCIATES, LLC


Harold S. Wenal
Manager

Ga. Code Ann., § 32-7-2

C

West's Code of Georgia Annotated Currentness

Title 32. Highways, Bridges, and Ferries

Chapter 7. Abandonment, Disposal, or Leasing of Property Not Needed for Public Road Purposes (Refs & Annos)

→ § 32-7-2. Procedure for abandonment

(a)(1) Before abandoning any public road on the state highway system, the department shall confer with the governing authority of the counties or municipalities concerned and give due consideration to their wishes in such abandonment; but in case of disagreement the judgment of the department shall prevail.

(2) When it is determined that a section of the state highway system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it and after having conferred with the counties and municipalities, the department, by certification signed by the commissioner and accompanied by a plat or sketch, may declare that section of the state highway system abandoned. Thereafter, that section of road shall no longer be a part of the state highway system and the rights of the public in and to the section of road as a public road shall cease.

(3) Prior to certifying the abandonment of a road or section thereof, the department shall give notice of its intentions to the counties or municipalities through which such road passes.

(4) If such county or municipality, by proper resolution, indicates its willingness and desire to take over the road that is proposed to be **abandoned** and to maintain such road, the certificate of **abandonment** shall so state; and thereafter the **abandoned** road shall form part of the county road or municipal **street** system of the particular county or municipality. Whenever the department abandons a road and a county or a municipality takes over the road, the department shall convey, by quitclaim deed executed by the commissioner, such road to the county or municipality. If the appropriate county or municipality is unwilling to take over the road and maintain it, the property may be disposed of by the department as provided in Code Section 32-7-4, provided that, if the county or municipality has not indicated its desire to take over the road within 30 days after receiving notice, it shall be conclusively presumed that the county or municipality is unwilling to take over the road; and provided, further, that before the department disposes of the abandoned road it shall give 15 days' notice to the county or municipality, during which time such county or municipality may reconsider its decision and take over the road.

(b)(1) When it is determined that a section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it, the county, by certification recorded in its minutes, accompanied by a plat or sketch, and, after

Ga. Code Ann., § 32-7-2

notice to property owners located thereon, after notice of such determination is published in the newspaper in which the sheriff's advertisements for the county are published once a week for a period of two weeks, and after a public hearing on such issue, may declare that section of the county road system abandoned. Thereafter, that section of road shall no longer be part of the county road system and the rights of the public in and to the section of road as a public road shall cease.

(2) Prior to certifying the abandonment of a road or section thereof, the county shall give notice of its intention to the municipality into which or through which any part of such road passes.

(3) If such municipality, by proper resolution, indicates its willingness and desire to take over the road that is proposed to be **abandoned** and to maintain such road, the certification of **abandonment** shall so state; and thereafter that part of the **abandoned** road within the municipality shall form part of the municipal **street** system of the particular municipality. Whenever a county abandons a road and a municipality takes over the road, the county, by quitclaim deed executed by the chairman or presiding officer, shall convey such road to the municipality. If such municipality is unwilling to take over the road and maintain it, the property may be disposed of by the county as provided for in Code Section 32-7-4, provided that, if the municipality has not indicated its desire to take over the road within 30 days after receiving notice, it shall be conclusively presumed the municipality is unwilling to take over the road; and provided, further, that before the county disposes of the abandoned road it shall give 15 days' notice to the municipality during which time such municipality may reconsider its decision and take over the road.

(c) When it is determined that a section of the municipal **street** system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it, the municipality, by certification recorded in its minutes, accompanied by a plat or sketch, and after notice to property owners located thereon, may declare that section of the municipal **street** system **abandoned**. Thereafter, that section of road shall no longer be a part of the municipal street system and the rights of the public in and to that section of street as a public road shall cease. The property may be disposed of by the municipality as provided in Code Section 32-7-4.

Laws 1973, p. 947, § 1; Laws 1974, p. 1422, § 16; Laws 1994, p. 294, § 1.

Formerly Code 1933, § 95A-619.

CROSS REFERENCES

Highways and bridges, state highway system, maps and records, see § 32-4-2.

LAW REVIEW AND JOURNAL COMMENTARIES

Real Property. Robert L. Foreman, Jr., T. Daniel Brannan, and Stephen M. LaMastra, 43 Mercer L. Rev. 353 (1991).

Ga. Code Ann., § 32-7-2

LIBRARY REFERENCES

Highways  75 to 78.

Westlaw Key Number Searches: 200k75 to 200k78.

C.J.S. Highways § § 113 to 129.

RESEARCH REFERENCES

Encyclopedias

Ga. Jur. Property § 18:29, Vacating Public Streets.

Forms

1 Pindar's Ga. Real Estate Law & Proc. with Forms § 5-28, Discontinuance of County Roads.

1 Pindar's Ga. Real Estate Law & Proc. with Forms § 5-29, State Highways.

1 Pindar's Ga. Real Estate Law & Proc. with Forms § 5-30, Abandonment of Roadways.

NOTES OF DECISIONS

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1. In general

Statute providing procedure for abandonment of county road did not apply to relocation of portion of county road that was still in use by public to such extent that substantial public purpose was served by road. Code, § 95A-619(b). Miller v. Lanier County, 1979, 243 Ga. 58, 252 S.E.2d 909. Highways  72(1)

Ga. Code Ann., § 32-7-2

In proceeding to alter a public road begun under Civ.Code 1910, § 640 et seq., the remedy of one whose property is appropriated or injured is that pointed out by section 678. Barnard v. Durrence, 1918, 22 Ga.App. 8, 95 S.E. 372. Eminent Domain ⚡ 167(3)

2. Alteration of road

The alteration of an old road involves the discontinuance of part altered, and provision for alteration or discontinuance may be made in same proceeding and under a citation referring merely to an alteration. Barnard v. Durrence, 1918, 22 Ga.App. 8, 95 S.E. 372. Highways ⚡ 72(2)

Description of proposed alteration of public road stating where alteration was to begin and end, the width of road, whose land it was to run through, and that it was to follow a certain roadway through those lands, was sufficient. Barnard v. Durrence, 1918, 22 Ga.App. 8, 95 S.E. 372. Highways ⚡ 72(2)

Under Civ.Code 1910, § 640, it is not necessary to show that alteration of a public county road is a public necessity; it being sufficient to show that it is a public utility. Barnard v. Durrence, 1918, 22 Ga.App. 8, 95 S.E. 372. Eminent Domain ⚡ 19

Civ.Code 1910, § 645, relating to location of public roads, has no application to a proceeding for alteration of a public county road. Barnard v. Durrence, 1918, 22 Ga.App. 8, 95 S.E. 372. Highways ⚡ 70

The county authorities may alter a public road at their discretion, following the mode pointed out by law and the courts will not interfere with the exercise of that discretion, unless it be manifestly abused. Ponder v. Shannon, 1875, 54 Ga. 187. Highways ⚡ 70; Highways ⚡ 71

The alteration of an old road involves the discontinuance of that part thereof which is altered; and under a citation to alter a road, it is competent to discontinue that part of the old road which is rendered unnecessary by the alteration. Ponder v. Shannon, 1875, 54 Ga. 187. Highways ⚡ 72(1); Highways ⚡ 72(2)

3. Power to vacate

Authority to close public highways is not conferred by statute upon State Highway Board, except as to railroad grade crossings under a specific proceeding had for that purpose. Ga.Code Ann. § 95-1701 et seq., 95-1901 et seq. Southern Ry. Co. v. Wages, 1948, 203 Ga. 502, 47 S.E.2d 501. Highways ⚡ 76

State Legislature has control over closing of roads, and other public highways, and may exercise such power through its own agencies, or delegate it to inferior bodies (Code 1933, § § 95-1501

Ga. Code Ann., § 32-7-2

to 95-1725). Calfee v. Jones, 1936, 54 Ga.App. 481, 188 S.E. 307. Highways ⚡ 76

Public highways may be abolished at will by Legislature. Lee County v. City of Smithville, 1922, 154 Ga. 550, 115 S.E. 107. Highways ⚡ 76

It is not indispensable to the exercise of the power of the Inferior Court to "discontinue" an old road, that the Court should have appointed persons to report on the subject of the discontinuance of the road, or that the Court should be sitting in term time. Thomas v. Hawkins, 1856, 20 Ga. 126. Highways ⚡ 76

4. Grounds, generally

Neither General Assembly nor subordinate public corporation can lawfully vacate public street or highway for benefit of private individual, nor unless such action is for public benefit by either relieving public from maintenance of street or highway no longer useful or convenient to public or by laying out new street or road which will be more useful and convenient to public in general. Dunlap v. Tift, 1952, 209 Ga. 201, 71 S.E.2d 237. Highways ⚡ 75.1; Municipal Corporations ⚡ 657(2)

5. Public purpose

Evidence was sufficient to support trial court's finding that, for reasons other than county's failure to repair and maintain unpaved road, road had ceased to be used by public to extent that no "substantial public purpose" was served by it, and thus, county could abandon road; although road was in state of disrepair, other evidence indicated that public had ceased using unpaved road because bridge on road was submerged when it rained and there were alternative routes available. O.C.G.A. § § 32-7-2, 32-7-2(b)(1). Smith v. Board of Com'rs of Athens-Clarke County, 1994, 264 Ga. 316, 444 S.E.2d 775. Highways ⚡ 75.1; Highways ⚡ 79.1

When public has ceased to use road for reason other than its state of disrepair, county is not required to undertake to repair and maintain as prerequisite to abandoning it on ground that it serves no "substantial public purpose." Smith v. Board of Com'rs of Athens-Clarke County, 1994, 264 Ga. 316, 444 S.E.2d 775. Highways ⚡ 75.1; Highways ⚡ 79.1

County was not authorized to abandon deteriorated county road, where fact that no substantial public purpose was being served by road was due to county's failure to comply with its duty to repair and maintain it. O.C.G.A. § § 9-6-21(b), 32-7-2. Cherokee County v. McBride, 1992, 421 S.E.2d 530, 262 Ga. 460. Highways ⚡ 79.1

Under statute permitting closing of public road in county road system, function of county board is to determine whether road serves substantial public purpose; if board determines that road has ceased to be used by public to extent that no substantial public purpose is served by it, board may exercise its discretion to close road. O.C.G.A. § 32-7-2(b)(1). Carnes v. Charlock Investments (USA), Inc., 1988, 373 S.E.2d 742, 258 Ga. 771. Highways ⚡ 75.1

Ga. Code Ann., § 32-7-2

County road was closed for benefit of public rather than private benefit of property owners adjacent to it since uncontroverted evidence of adjacent property owners indicated that road had ceased to be used by public to extent that no substantial purpose was served by it. Peppers v. Elder, 1981, 248 Ga. 136, 281 S.E.2d 582. Highways ⚡ 75.1

Where there was no evidence that county commissioners had declared county road abandoned in order to benefit a private individual, where dispute as to abandonment of road resolved itself into question of whether public interest would be served by continuing to maintain road at public expense, and where there was evidence that abandoned road had ceased to be used by the public to extent that no substantial public purpose was served by it, action of county commissioners in abandoning road could not be declared abuse of discretion on ground that commissioners were in error in their determination that abandoning road would be in the public interest. Code, §§ 95A-618, 95A-619, 95A-619(b). McIntosh County v. Fisher, 1978, 242 Ga. 66, 247 S.E.2d 863. Highways ⚡ 79.1

Neither the General Assembly nor a subordinate public corporation acting under its authority can lawfully vacate a public street or highway for benefit of a private individual; a street or highway cannot be vacated unless it is for benefit of public. Griffith v. C & E Builders, Inc., 1973, 231 Ga. 255, 200 S.E.2d 874. Highways ⚡ 75.1; Municipal Corporations ⚡ 657(1)

6. Nonuser

If a **street** or highway is legally laid out and established, the mere fact that the public does not use it to its entire width will not of itself constitute an **abandonment** of any portion thereof. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Highways ⚡ 79.2; Municipal Corporations ⚡ 657(3)

7. Estoppel

In action by abutting property owners to enjoin the installation of curbs on the right of way interfering with access to plaintiffs' property, allegations that the Highway Department and the city were estopped from asserting a dedication of the property by failure to object to the manner of the construction of the plaintiffs' building, and that the city acquiesced in the construction thereof and the use of the area between the building and the pavement, and that it would be inequitable for the city and the Department to allow petitioners to spend large amounts of money in construction, knowing that the plaintiffs were relying upon using property for parking purposes, failed to state a cause of action. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Estoppel ⚡ 107

The state can be estopped from asserting its right to its own property only by legislative enactment or resolution. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Estoppel ⚡ 62.2(1)

Where the doctrine of estoppel is invoked against the state or subdivision thereof, something more than mere possession of a street or part thereof by third persons is required, and in addition,

Ga. Code Ann., § 32-7-2

the third person must have erected structures or improvements on the street of such character that it would entail pecuniary loss on him if the public should assert its right to repossess itself of the premises. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Estoppel ☞ 62.2(1)

8. Adverse possession

No prescription runs against a municipal corporation in regard to land held for the benefit of the public. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Adverse Possession ☞ 8(1)

A right of the public in a street cannot be divested by adverse possession for a statutory period. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Adverse Possession ☞ 8(2)

Where a strip of land is conveyed or dedicated to a city for use as a public street, and the authorities open or use as a street only a part of the land, adverse possession of the remainder by a private individual cannot ripen into a prescriptive title. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Adverse Possession ☞ 8(2)

Encroachments on a highway continually used cannot be legalized by the mere lapse of time, and the limited use will not lessen the right of the public to use the entire width of the road whenever the increased travel and exigencies of the public render such desirable. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Adverse Possession ☞ 8(2)

9. Procedure, generally

Counties did not take official action to abandon or close road or otherwise comply with statutory formalities required to officially abandon road, despite several discussion by boards of commissioners of both counties as to whether road should be closed, and, thus, road did not become private property, where road continued to be traveled by public. O.C.G.A. § 32-7-2(b). McDilda v. Board of Com'rs of Bulloch County, 1998, 230 Ga.App. 530, 497 S.E.2d 25. Highways ☞ 77(1)

County authorities cannot lawfully discontinue a public road, either in whole or in part, except in the manner provided by law, after application, notice and registration in the proper office. Code, § § 95-203, 95-207. Northington v. Candler, 1955, 86 S.E.2d 325, 211 Ga. 410. Highways ☞ 77(1)

County authorities cannot lawfully discontinue a public road, either in whole or in part, except in manner provided by law, after application and notice of registration in proper office. Code 1933, § 95-207. Barham v. Grant, 1937, 185 Ga. 601, 196 S.E. 43. Highways ☞ 77(1); Highways ☞ 77(2); Highways ☞ 77(3)

Compliance with statutory provisions relating to discontinuance of old roads by county officials

Ga. Code Ann., § 32-7-2

is not required for discontinuance or abandonment of state-aid road by State Highway Department, since such matter rests solely with State Highway Department (Code 1933, § § 95-201 et seq., 95-207, 95-801 et seq., 95-1504, 95-1708, 95-1721). Calfee v. Jones, 1936, 54 Ga.App. 481, 188 S.E. 307. Highways ⚡ 77(1)

Public road cannot be lawfully discontinued, except in manner prescribed by statute. Civ.Code 1910, § § 636-644. Wellmaker v. Lamar County Advisory Bd., 1931, 160 S.E. 708, 43 Ga.App. 816. Highways ⚡ 77(1)

The abandonment of a public highway by mere nonuser does not work a forfeiture of the right to its use. An existing public road cannot be discontinued without the order of the ordinary or county commissioners, where there are such commissioners, based upon application and notice, and duly registered in the proper office. Jones v. Williams, 1883, 70 Ga. 704. Highways ⚡ 77(1); Highways ⚡ 79.7

10. Notice and appearance

Notice by publication stating county's intent to abandon road does not satisfy the statutory requirement of notice to adjoining property owners; an amendment to the statute added a requirement of notice by publication, but retained the language requiring "notice to property owners located thereon." Talbot County Bd. of Com'rs v. Woodall, 2002, 275 Ga. 281, 565 S.E.2d 465. Highways ⚡ 77(3)

Lack of proper notice to adjoining landowner of county board's intention to consider abandonment of public road was not ground for granting adjoining landowner relief of ordering road reopened, where statute required merely that notice be given before road was declared abandoned; even if order to compel notice had been warranted, judgment ordering road reopened was not. O.C.G.A. § 32-7-2(b)(1). Carnes v. Charlock Investments (USA), Inc., 1988, 373 S.E.2d 742, 258 Ga. 771. Highways ⚡ 77(3)

Citizen-taxpayer of county was not entitled to notice before county closed county road since statutory notice was required for only adjacent property owners. Code, § 95A-619(b). Peppers v. Elder, 1981, 248 Ga. 136, 281 S.E.2d 582. Highways ⚡ 77(3)

Only personal service upon all persons, their overseers or agents residing upon land through which old road runs, and not publication otherwise of citation of notice of application for closing, is requisite in order for Board of Revenues to discontinue an old road in whole or in part. Code, § § 95-203, 95-207. Avery v. Berry Schools, 1955, 211 Ga. 581, 87 S.E.2d 401. Highways ⚡ 77(3)

Where only person residing on land through which particular portions of roads in question ran had waived statutory notice, one who had no interest in roads except that he had been accustomed to using them and who therefore was not entitled by statute to notice of application for closing, had no standing to complain that notice given was insufficient or not in compliance with law. Code, § § 95-203, 95-207. Avery v. Berry Schools, 1955, 211 Ga. 581, 87 S.E.2d

Ga. Code Ann., § 32-7-2

401. Highways ⤵ 77(3)

Where Commissioner of Roads did not give notice of closing, as required by law, to owners of property abutting road that he closed, road was illegally closed. Code, § § 95-203, 95-207. Northington v. Candler, 1955, 86 S.E.2d 325, 211 Ga. 410. Highways ⤵ 77(3)

11. Hearing and determination

All questions necessary to be determined in order to decide whether a **street** shall be vacated or **abandoned** and the interest of the public therein released are referred to the wisdom and discretion of the lawmaking power. Torbett v. Butts County, 1999, 271 Ga. 521, 520 S.E.2d 684, reconsideration denied. Highways ⤵ 75; Highways ⤵ 79.1

Chairman of county board of commissioners exceeded his authority in executing resolution that road be closed such that resolution was not binding, as only board as a body had authority to abolish roads, and minutes of board showed only that board had discussed closing the road but had not come to a decision. O.C.G.A. § § 36-5-22.1(a)(3), (b), 45-6-5. McDilda v. Board of Com'rs of Bulloch County, 1998, 230 Ga.App. 530, 497 S.E.2d 25. Highways ⤵ 77(5)

County board's decision to close public road which had been used for illegal dumping and hunting and which was winding, steep and hazardous was not gross abuse of discretion, notwithstanding fact that board had earlier included road in bond issue for paving and spent money to build culvert across road. O.C.G.A. § 32-7-2(b)(1). Carnes v. Charlock Investments (USA), Inc., 1988, 373 S.E.2d 742, 258 Ga. 771. Highways ⤵ 75.1

The inferior court has power to order the discontinuance of an old road, without appointing persons to report on the subject of the order, and sitting in chambers out of term time. Thomas v. Hawkins, 1856, 20 Ga. 126. Highways ⤵ 77(5)

12. Judgment or order

in proceedings to alter road, discontinuance of portion of old road must be by order of county authorities and registration. Civ.Code 1910, § § 636-644. Wellmaker v. Lamar County Advisory Bd., 1931, 160 S.E. 708, 43 Ga.App. 816. Highways ⤵ 77(7)

Judgment establishing new road, which amounts only to alteration of old road, is not judgment discontinuing old road. Wellmaker v. Lamar County Advisory Bd., 1931, 160 S.E. 708, 43 Ga.App. 816. Highways ⤵ 77(7)

13. Operation and effect of abandonment

Genuine issues of material fact concerning county's notice of intent to abandon road and failure to record abandonment in minutes precluded summary judgment in action by adjoining landowners claiming county's abandonment of road. Talbot County Bd. of Com'rs v. Woodall, 2002, 275 Ga. 281, 565 S.E.2d 465. Judgment ⤵ 181(15.1)

Ga. Code Ann., § 32-7-2

After declaring county road abandoned, County Board of Commissioners lacked authority to reopen road. O.C.G.A. § 32-7-2(b)(1). Glass v. Carnes, 1990, 260 Ga. 627, 398 S.E.2d 7. Highways ⚡ 79.7

14. Injunctions

Jury finding that road which had been obstructed by property owner was a public road, after trial in which such obstruction was sought to be permanently enjoined by adjoining landowner, authorized the trial court to fashion the verdict so that property owner would be permanently enjoined from obstructing the road; jury's intent was to allow the general public access to the road. Lovell v. Rea, 2006, 278 Ga.App. 740, 629 S.E.2d 459, reconsideration denied, certiorari denied. Highways ⚡ 159(2)

Count charging county with closing county road and without complying with statutory notice provisions stated cause of action for temporarily and permanently enjoining county from closing the road. Code, § 95-201 et seq. State Highway Dept. v. MacDonald, 1965, 221 Ga. 312, 144 S.E.2d 363. Highways ⚡ 77(8)

In view of undisputed evidence that state highway department and not county had closed county road, county could not be temporarily enjoined from closing the road. State Highway Dept. v. MacDonald, 1965, 221 Ga. 312, 144 S.E.2d 363. Highways ⚡ 77(8)

Construing on general demurrer conflicting allegations that county closed county road and that highway department was in process of barricading and closing the road, they alleged that highway department and not county closed the road, and counts in which the allegations were found thus did not state cause of action for injunction against closing of road by county. State Highway Dept. v. MacDonald, 1965, 221 Ga. 312, 144 S.E.2d 363. Highways ⚡ 77(8)

Closure of county road by highway department was not enjoined in absence of showing of abuse of department's discretion in closing the road. Code, § § 95-1504, 95-1701 et seq., 95-1705, 95-1708, 95-1715, 95-1724, 95-1728. State Highway Dept. v. MacDonald, 1965, 221 Ga. 312, 144 S.E.2d 363. Highways ⚡ 77(8)

In action by abutting property owners to enjoin the installation of curbs on the right of way interfering with access to a portion of plaintiffs' property, public use of a portion of the dedicated strip for highway purposes by paving a portion thereof extended to the entire width of the strip, precluding an assertion of abandonment by the Highway Department and city. State Highway Dept. v. Strickland, 1958, 105 S.E.2d 299, 214 Ga. 467. Dedication ⚡ 63(2)

Action by owner of land abutting road to require Commissioner of Roads to reopen road illegally closed, brought three years after closing, was not barred by laches. Code, § § 95-203, 95-207. Northington v. Candler, 1955, 86 S.E.2d 325, 211 Ga. 410. Highways ⚡ 77(8)

Residents and taxpayers could not enjoin a municipality from closing and relocating a section of

Ga. Code Ann., § 32-7-2

a state highway for the purpose of extending a municipal airport where they failed to allege or show an arbitrary abuse of powers granted by Uniform Airports Law. Code, § 11-204 et seq. City of Atlanta v. Murphy, 1949, 206 Ga. 21, 55 S.E.2d 573. Highways  77(8)

15. Sufficiency of evidence

Landowner's claim that road was public, in trial as to dispute between adjoining landowners as to interest in such road, which claim was supported by evidence that county did not follow all the statutory requirements to close the road, was sufficient to support jury finding that road was public; county commissioner testified that adjoining landowners were not given notice of county's intention to close the road, and county commissioners could not recall whether a plat was attached to the minutes of the meeting during which commission decided to close the road. Lovell v. Rea, 2006, 278 Ga.App. 740, 629 S.E.2d 459, reconsideration denied, certiorari denied. Highways  17

Ga. Code Ann., § 32-7-2, GA ST § 32-7-2

Current through end of the 2006 Regular Session

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END OF DOCUMENT

RIGHT OF WAY ABANDONMENT PETITION

Date: September 19, 2007

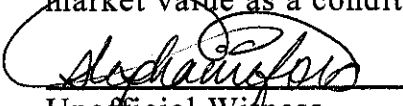
Name of Streets: Line Creek Drive and Line Creek Circle off of Highway 54.
There are no other connecting streets; the roads end in cul-de-sacs.

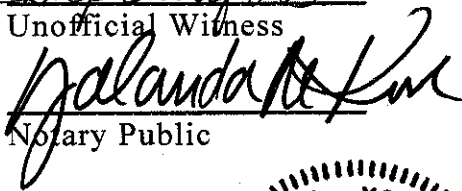
Petitioner's Name and Address: CCD PTC, LLC, a Georgia limited liability company, 1915 Airport Road Suite 2D Atlanta. GA 30341

Agent for Petitioner: Rosemarie McConnell, Esq. Two Midtown Plaza, and Suite 1150
1349 West Peachtree Street NW, Atlanta, Georgia 30309 Telephone: 404 607 9051
Fax 404 892-2824 Email: rosemcconnell@bellsouth.net

Attachment: A full-sized print of survey of the area to be abandoned.

Certification of Intent: I, Doug McMurrain, the manager of CCD PTC, LLC, the only owner having property abutting the above rights of way, do hereby certify that CCD PTC, LLC does intend to acquire the abandoned street at fair market value as a condition of consideration of abandonment.

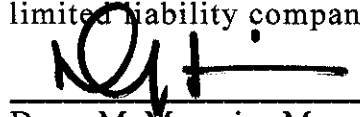

Unofficial Witness


Notary Public

[NOTARIAL SEAL]



CCD PTC, LLC, a Georgia
limited liability company


Doug McMurrain, Manager

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Benjamin M. Muller*
Financial Services Director *P.S.*
Assistant Financial Services Director *JK*
Purchasing Agent *we*
Developmental Services Director *DAVID*

FROM: City Engineer *David A. Borkowski*

DATE: October 11, 2007

SUBJECT: Flat Creek Bridge Approaches Concept Approval
October 18, 2007 City Council Agenda

Recommendation:

Staff recommends the City Council authorize staff to proceed with the design and construction of approaches to the Flat Creek Bridge.

Discussion:

In 1999 the City of Peachtree City pursued State funding to reconstruct a bridge over Flat Creek in the area behind Mattan Point. The decision was made to build the bridge at this location because utilizing the existing path minimizes wetland impacts, and because there was a bridge there before. The existing path and previous wooden bridge date back to before 1977. In addition, the bridge crossing is in a good location to get citizens over to the Baseball Soccer Complex area.

The City was awarded State funding in 2000 and in 2001 staff started the process of performing all the engineering, environmental, and historical studies needed for a State funded project of this type. In 2005 staff had all the necessary plans and permits to bid the construction and installation of the bridge. The bridge was constructed in late 2005.

Once the bridge was constructed, a problem was discovered with the approaches. It was determined that the original concept of having Public Works construct earth-fill approaches only a few feet high or on grade was impossible. The newly constructed bridge was over 8 feet higher than adjacent grade. The problem was bad cross-section data used in the original hydraulic model for the approach concept.

With the bridge height problem brought to light, Staff realized that there was no way to build regular earth-fill approaches to the bridge that high. Fill sections that high would exceed previously permitted limits on wetland encroachments. Staff also realized that with this much fill in the floodplain and floodway the project had to be properly modeled and be in compliance with the Federal Emergency Management Agency (FEMA) standards.

In May of 2006 Staff had contracted with Integrated Science and Engineering (ISE) to properly design approaches to the Flat Creek Bridge and obtain necessary wetland permits. ISE had designed wrapped face embankments (dirt wrapped in geotextile) with culverts tying into existing grade. The design ISE had completed was in compliance with FEMA standards and Army Corp requirements.

During the design and bidding of the approach construction, the residents of Moralian Hills contacted the City with concerns about environmental impacts and potential flooding to their homes and path. Staff had several meetings with representatives of the subdivision in response to their concerns and agreed to look at other possible designs.

During the discussions with the residents the design of the approaches had gone through several variants. A total of four (4) design variants were created trying to address residents concerns with wetlands and flooding impacts. The designs ranged from short wrapped face embankments with culverts tying into existing grade, to a bridge that spans almost the entire floodplain. The costs for these different designs varied from \$382,502 for the wrapped face embankments, to \$971,436 for the bridge spanning the floodplain.

Staff believes that they have developed a plan that will address the environmental and flooding concerns while still managing costs. The plan staff is recommending consists of the wrapped face embankments with large culverts and and a low section of path with several small diameter pipes under the path. Staff is recommending this design because it addresses the residents concern with wetland impacts by having recessed culverts. The recessed culverts will allow for the equalization of water on either side of the path. This design also mitigates increases in upstream flood elevations.

If Council authorizes staff to proceed with the recommended design, ISE will have to prepare final construction drawings. ISE will also have to re-apply for a wetland encroachment permit from the Army Corp.

Budget Impact:

There are adequate funds left in the current budget to finish the design and permitting for this project.

Attachments

cc: City Engineer
City Planner
Public Services Director
City Manager

Construction Estimate (Embankments)

Item	Description	Unit	Quantity	Unit Price	Item Total
General					
1.	General Conditions	LS	1	\$32,311.13	\$32,311.13
2.	Payment & Performance Bond	LS	1	\$7,693.13	\$7,693.13
3.	Construction Staking	LS	1	\$4,500.00	\$4,500.00
Demolition					
4.	Tree / Brush Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
5.	Pipe Removal & Disposal	LS	1	\$500.00	\$500.00
Drainage					
6.	60" RCP	LF	40	\$180.00	\$7,200.00
7.	48" RCP	LF	40	\$130.00	\$5,200.00
8.	24" RCP	LF	40	\$50.00	\$2,000.00
9.	Concrete Headwalls	LS	1	\$12,000.00	\$12,000.00
Wrapped Face Embankment					
10.	Embankments Complete	LS	1	\$225,000.00	\$225,000.00
Erosion Control					
11.	Type C Silt Fence	LF	2,300	\$4.00	\$9,200.00
12.	Tree Protection Fence	LF	1,050	\$2.50	\$2,625.00
13.	Construction Exit	LS	1	\$2,500.00	\$2,500.00
14.	Grassing	LS	1	\$1,500.00	\$1,500.00
Miscellaneous					
15.	Guardrail	LF	670	\$50.00	\$33,500.00
Construction Cost =					\$347,729.25
Contingency (10%) =					\$34,772.93
Construction Budget =					\$382,502.18

Construction Estimate (Steel Bridge & Embankments)

Item	Description	Unit	Quantity	Unit Price	Item Total
General					
1.	General Conditions	LS	1	\$82,060.13	\$82,060.13
2.	Payment & Performance Bond	LS	1	\$19,538.13	\$19,538.13
3.	Construction Staking	LS	1	\$8,500.00	\$8,500.00
Demolition					
4.	Tree / Brush Removal & Disposal	LS	1	\$12,000.00	\$12,000.00
Drainage					
5.	60" RCP	LF	20	\$180.00	\$3,600.00
6.	48" RCP	LF	20	\$130.00	\$2,600.00
7.	Concrete Headwalls	LS	1	\$8,000.00	\$8,000.00
Wrapped Face Embankment (west approach)					
8.	Embankment Complete	LS	1	\$85,000.00	\$85,000.00
Steel Frame and Concrete Bridge (east approach)					
9.	Bridge Structure Complete	LS	1	\$450,000.00	\$450,000.00
10.	Bridge Foundations Complete	LS	1	\$165,000.00	\$165,000.00
11.	Stone Haul Road	LS	1	\$18,000.00	\$18,000.00
Erosion Control					
12.	Type C Silt Fence	LF	2,300	\$4.00	\$9,200.00
13.	Tree Protection Fence	LF	1,050	\$2.50	\$2,625.00
14.	Construction Exit	LS	1	\$2,500.00	\$2,500.00
15.	Grassing	LS	1	\$1,500.00	\$1,500.00
Miscellaneous					
16.	Guardrail	LF	260	\$50.00	\$13,000.00
Construction Cost =					\$883,123.25
Contingency (10%) =					\$88,312.33
Construction Budget =					\$971,435.58

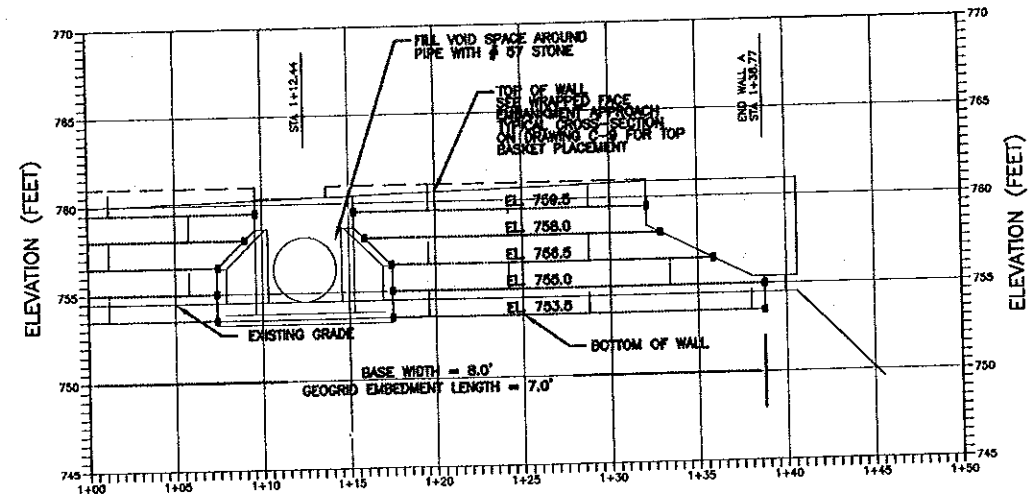
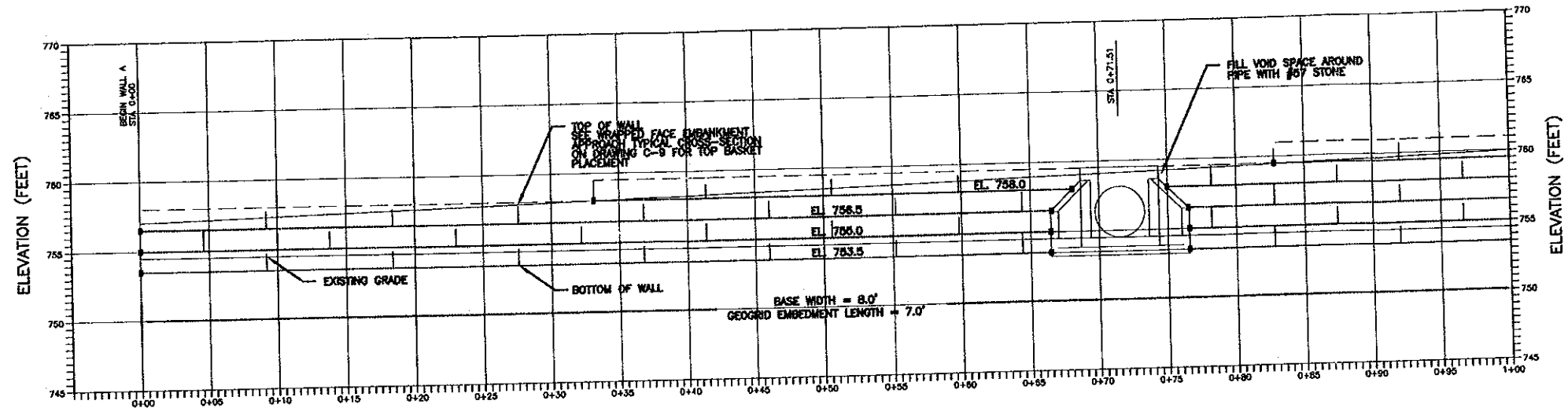
Construction Estimate (Aluminum Box Culvert & Embankments)

Item	Description	Unit	Quantity	Unit Price	Item Total
General					
1.	General Conditions	LS	1	\$60,067.77	\$60,067.77
2.	Payment & Performance Bond	LS	1	\$14,301.85	\$14,301.85
3.	Construction Staking	LS	1	\$6,500.00	\$6,500.00
Demolition					
4.	Tree / Brush Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
5.	Pipe Removal & Disposal	LS	1	\$500.00	\$500.00
Drainage					
6.	60" RCP	LF	40	\$180.00	\$7,200.00
7.	48" RCP	LF	40	\$130.00	\$5,200.00
8.	Concrete Headwalls	LS	1	\$10,000.00	\$10,000.00
Wrapped Face Embankment (east and west approach)					
9.	Embankment Complete	LS	1	\$145,000.00	\$145,000.00
Aluminum Culverts (east approach)					
10.	Culverts Complete (20' x 4' cells)	LS	1	\$260,000.00	\$260,000.00
11.	Culvert Foundation Earthwork (Complete)	CY	800	\$12.00	\$9,600.00
12.	Earthwork (Complete)	CY	450	\$12.00	\$5,400.00
13.	Culvert Foundation Stabilization Rock	TN	593	\$18.00	\$10,674.00
14.	Culvert Foundation Geogrid	SY	445	\$15.00	\$6,675.00
15.	Modular Block Headwalls	LS	1	\$30,000.00	\$30,000.00
Erosion Control					
16.	Type C Silt Fence	LF	2,300	\$4.00	\$9,200.00
17.	Tree Protection Fence	LF	1,050	\$2.50	\$2,625.00
18.	Construction Exit	LS	1	\$2,500.00	\$2,500.00
19.	Grassing	LS	1	\$1,500.00	\$1,500.00
Miscellaneous					
20.	Guardrail	LF	1,150	\$50.00	\$57,500.00
Construction Cost =					\$646,443.62
Contingency (10%) =					\$64,644.36
Construction Budget =					\$711,087.98

Construction Estimate (12" Diameter DIP & Embankments)

Item	Description	Unit	Quantity	Unit Price	Item Total
General					
1.	General Conditions	LS	1	\$34,807.50	\$34,807.50
2.	Payment & Performance Bond	LS	1	\$8,287.50	\$8,287.50
3.	Construction Staking	LS	1	\$6,500.00	\$6,500.00
Demolition					
4.	Tree / Brush Removal & Disposal	LS	1	\$2,000.00	\$2,000.00
5.	Pipe Removal & Disposal	LS	1	\$500.00	\$500.00
Drainage					
6.	60" RCP	LF	40	\$180.00	\$7,200.00
7.	48" RCP	LF	40	\$130.00	\$5,200.00
8.	Concrete Headwalls	LS	1	\$10,000.00	\$10,000.00
Wrapped Face Embankment (east and west approach)					
9.	Embankment Complete	LS	1	\$225,000.00	\$225,000.00
Ductile Iron Pipe Culverts (east approach)					
10.	12" Ductile Iron Pipe	LF	400	\$25.00	\$10,000.00
11.	Culvert Foundation Earthwork (Complete)	CY	150	\$12.00	\$1,800.00
12.	Earthwork (Complete)	CY	375	\$12.00	\$4,500.00
13.	Foundation Geotechnical Fabric	SY	450	\$18.00	\$8,100.00
Erosion Control					
14.	Type C Silt Fence	LF	2,300	\$4.00	\$9,200.00
15.	Tree Protection Fence	LF	1,050	\$2.50	\$2,625.00
16.	Erosion Control Matting	SY	250	\$5.50	\$1,375.00
17.	Construction Exit	LS	1	\$2,500.00	\$2,500.00
18.	Grassing	LS	1	\$1,500.00	\$1,500.00
Miscellaneous					
19.	Guardrail	LF	670	\$50.00	\$33,500.00
Construction Cost =					\$374,595.00
Contingency (10%) =					\$37,459.50
Construction Budget =					\$412,054.50

J:\6139-06-0170 Flat Creek Plan comment revised.dwg 12/13/2006 1:19pm obudstock



ELEVATION VIEW - WALL A
ONE SIDE OF APPROACH SHOWN, OTHER SIDE SIMILAR
SCALE: 1"=5'-0"

- NOTES:
1. AASHTO #3 STONE SHALL BE PLACED FROM EL. 753.5 TO EL. 758.0 ALONG THE ENTIRE LENGTH OF THE WALL. REFER TO DETAIL 1 ON C-9.
 2. AT COMPLETION OF COMPACTED FILL PLACEMENT, BEND OVER TOP OF FENCING UNIT FLUSH WITH GRADE.

LEGEND	
	UX1400MSE
	TERMINATION POINT
	SIERRASCAPE BASKET

WRAPPED FACE Embankments

MACTEC
MACTEC Engineering
and Consulting, Inc.
305 PATRICK AVENUE
ATLANTA, GEORGIA 30324 (404) 875-7761

Professional Seal

Date	Design by	Drawn by	Project #	Review by	Rev.	Description	Date
10-16-06	ACT	CB	6139-06-0170	GNR	1		

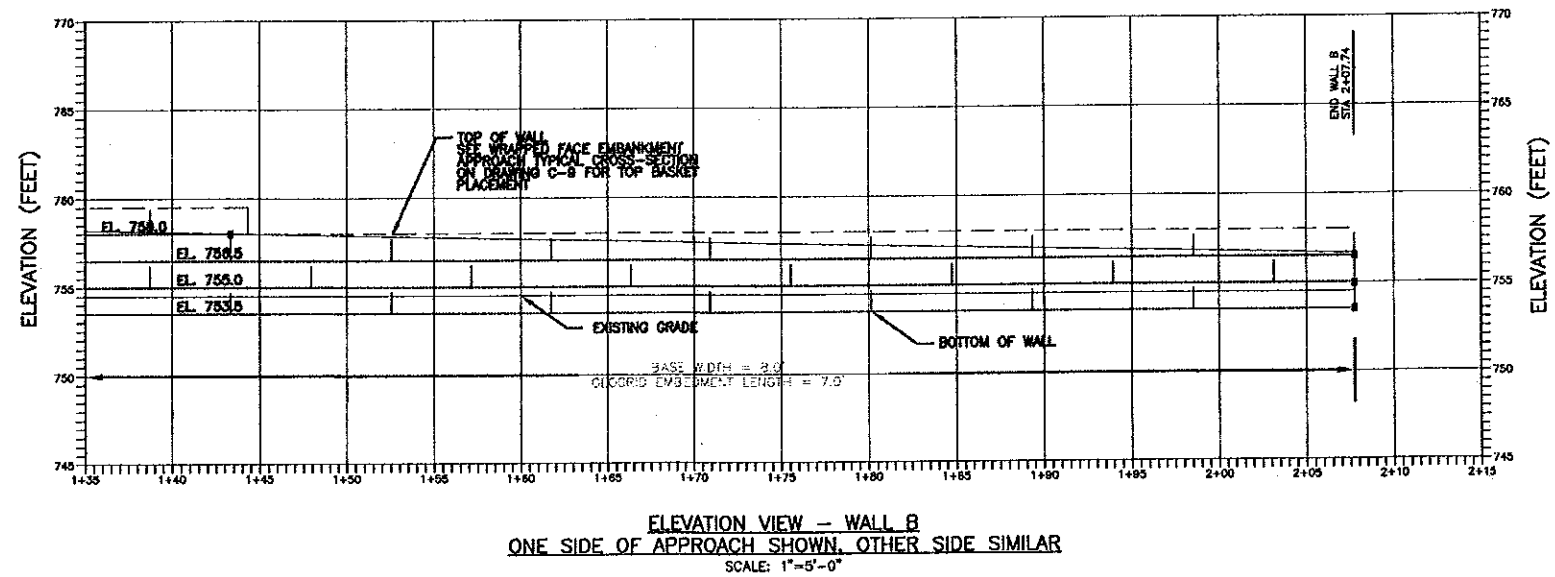
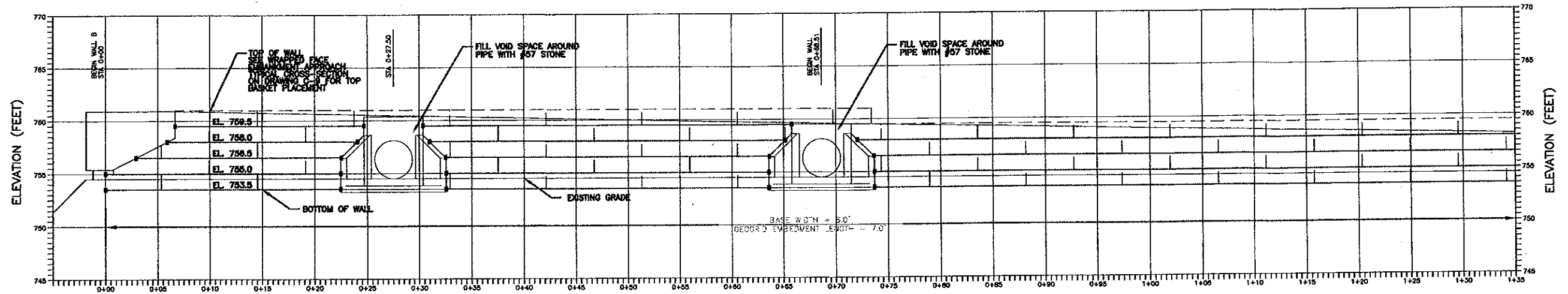
FLAT CREEK MULTI-USE
BRIDGE APPROACHES
PEACHTREE CITY, GEORGIA

LOCATED IN PARCELS 42 OF THE 5TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

ELEVATION VIEW - WALL A

DRAWING NO.
C-10
SHEET NO.
10 of 11

J:\6139-08-0170 Flat Creek\Plan comment revised.dwg 12/13/2006 1:19pm cbudsock



ELEVATION VIEW - WALL B
ONE SIDE OF APPROACH SHOWN, OTHER SIDE SIMILAR
SCALE: 1"=5'-0"

- NOTES: 1. AASHTO #3 STONE SHALL BE PLACED FROM EL 753.5 TO EL 755.0 ALONG THE ENTIRE LENGTH OF THE WALL. REFER TO DETAIL 1 ON C-9.
2. AT COMPLETION OF COMPACTED FILL PLACEMENT, BEND OVER TOP OF FENCING UNIT FLUSH WITH GRADE.

LEGEND

UX1400MSE

TERMINATION POINT

SIERRASCAPE BASKET

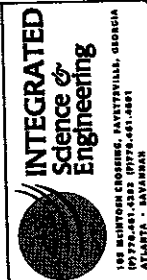
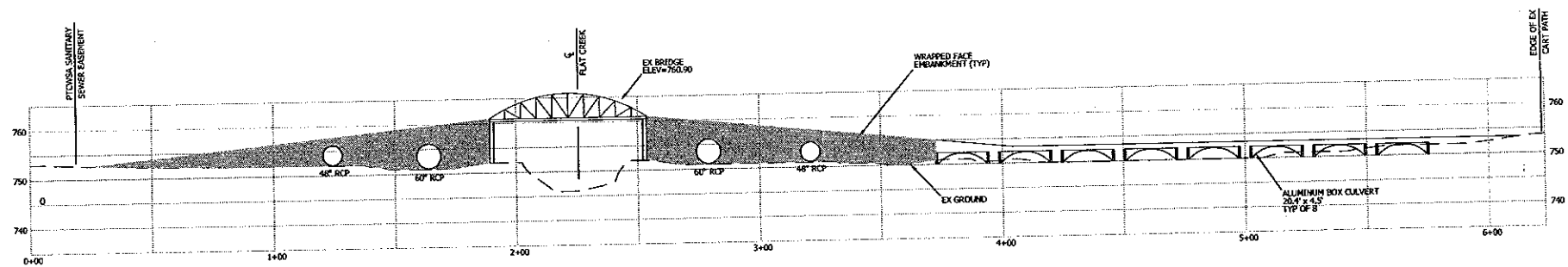


Rev.	Description	Date
1	Design	12/13/2006
2	Check	12/13/2006
3	Review	12/13/2006
4	Design	12/13/2006
5	Check	12/13/2006
6	Review	12/13/2006
7	Design	12/13/2006
8	Check	12/13/2006

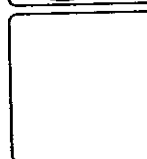
FLAT CREEK MULTI USE
BRIDGE APPROACHES
PEACHTREE CITY, GEORGIA

LOCATED IN LANDLOT 14 OF THE 6TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

ELEVATION VIEW - WALL B



100 MOUNTAIN CROSSING, LAWYERSVILLE, GEORGIA
(770) 978-4511 FAX (770) 978-4512



Rev.	Description	Date	Appr.
1			
2			
3			
4			
5			
6			
7			
8			

DATE: 10-23-08
PROJECT: 01098-49
DRAWN BY: MAM
CHECK BY: RAG
DESIGNED BY: MAM
REVIEW BY: RAG
SCALE: 1" = 30'

FLAT CREEK MULTI-USE
BRIDGE APPROACHES
PEACHTREE CITY, GEORGIA
LOCATED IN LANDLOT 42 OF THE 6TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

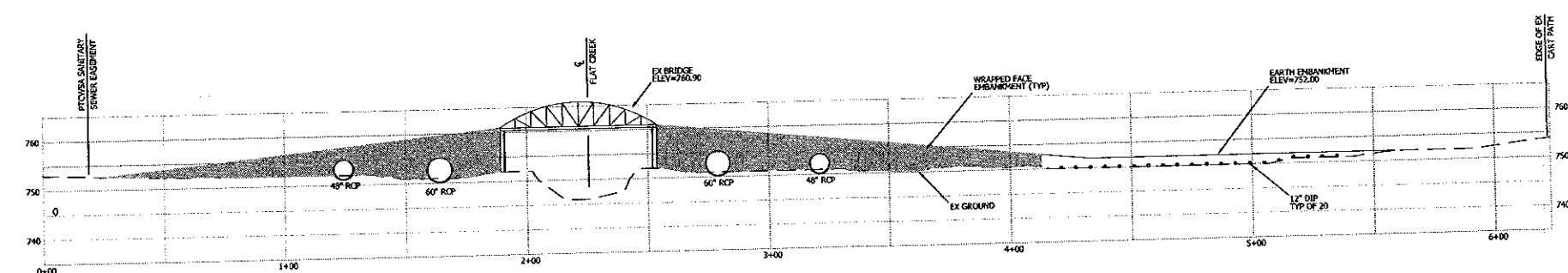
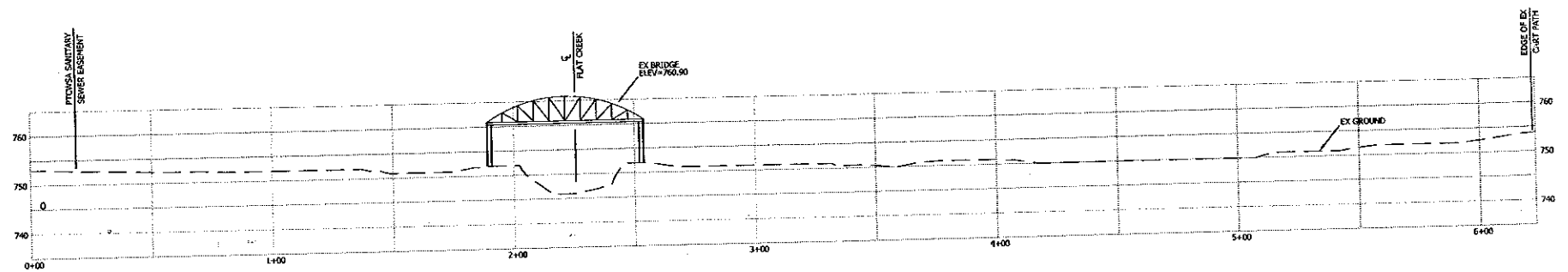
PROFILES
EXISTING & PROPOSED
CONDITIONS



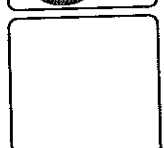
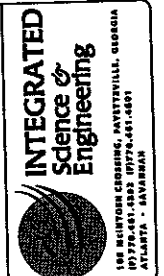
IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-202-7411
UTILITY'S PROTECTION CENTER
IT'S THE LAW

DRAWING NO.
C-1
SHEET NO.
1 of 11

WRAPPED Face Embankments & Box Culverts



NOTE: THE INVERT ELEVATIONS OF THE PROPOSED 60" AND 48" REINFORCED CONCRETE PIPES SHALL BE 2' BELOW ADJACENT EXISTING GRADE.



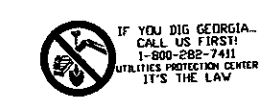
Rev.	Description	Date
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DATE: 10-25-06
 DRAWN BY: MEM
 CHECK BY: BAC
 PROJECT #/ DESIGN BY: MEM
 SCALE: 1" = 30'

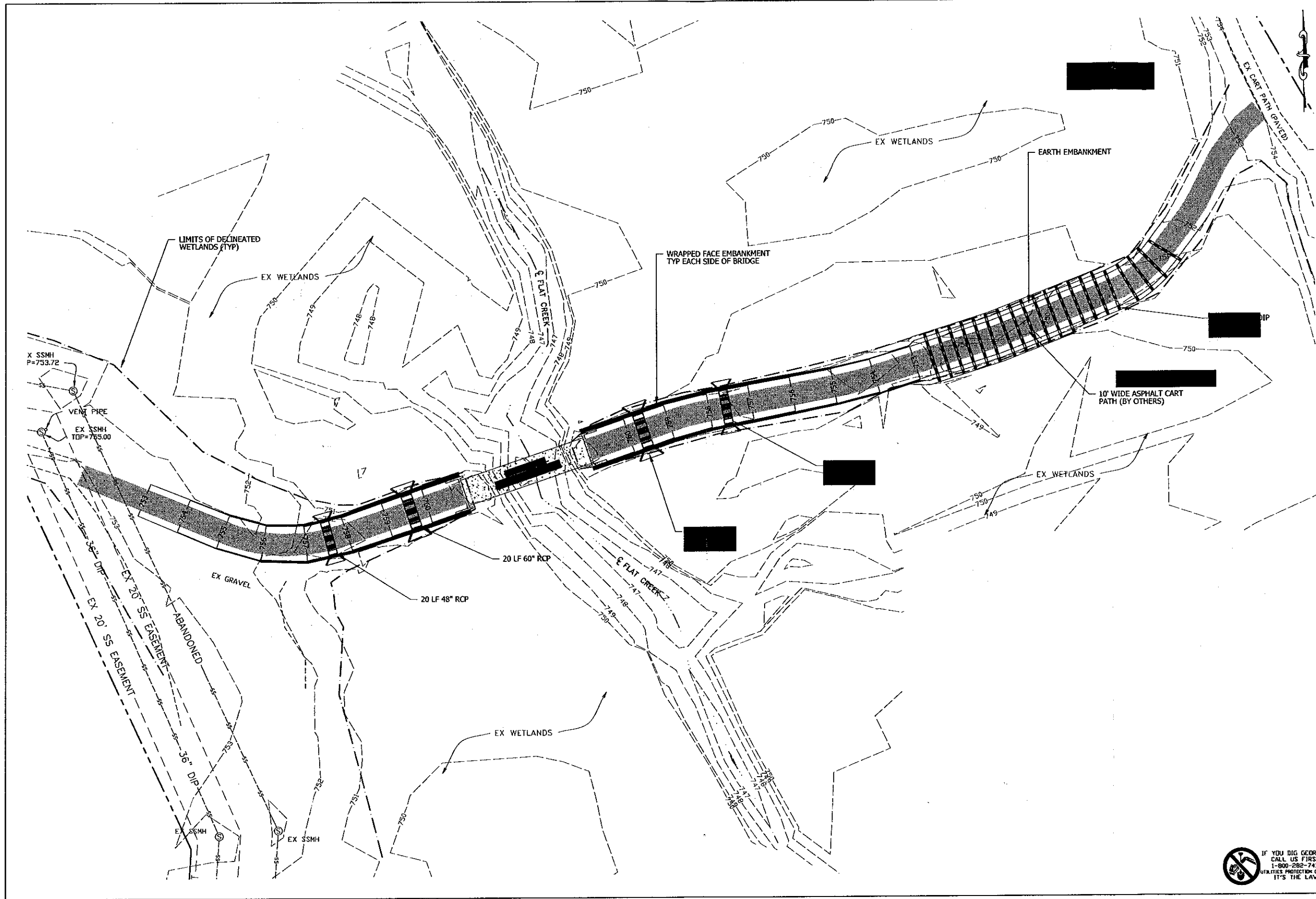
FLAT CREEK MULTI USE
 BRIDGE APPROACHES
 PEACHTREE CITY, GEORGIA
 LOCATED IN LANDLOT 42 OF THE 6TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

PROFILES
 EXISTING & PROPOSED
 CONDITIONS

DRAWING NO.
 C-1
 SHEET NO.
 1 of 11



Wrapped Face Embankments & Ductile Iron Pipes



INTEGRATED Science & Engineering

188 MOUNTAIN CROSSING, JAYSVILLE, GEORGIA
 404.778.4811 FAX 404.778.4812
 ATLANTA - ALBUQUERQUE

Rev.	Description	Date	App.
1			
2			
3			
4			
5			
6			
7			
8			

Date: 10-25-06
 Project #: 01058.49
 Drawn by: NRM
 Check by: RAG
 Design by: RAG
 Review by: RAG
 Scale: 1" = 20'
 0' 10' 20'

FLAT CREEK MULTI USE
 BRIDGE APPROACHES
 PEACHTREE CITY, GEORGIA

LOCATED IN LANDLOT 42 OF THE 6TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

SITE PLAN

DRAWING NO.
C-4
 SHEET NO.
 4 of 11



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Bernard M. Malle*
Financial Services Director *P.S.*
Assistant Finance Director *J.C.*
Purchasing Agent *David*
Developmental Services Director

FROM: City Engineer *David A. Bohus*

DATE: October 11, 2007

SUBJECT: City of Peachtree City Police Station Renovation Project
October 18, 2007 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the renovation of the City's Police Department to R.L. Ward, LLC, of Newnan, Georgia, for their lump sum bid amount not to exceed \$593,250.

Discussion:

Due to ongoing moisture issues in the Police Station renovations are needed. These renovations include modifications to the HVAC system, floor sealing, floor covering replacement, and some replacements of wall/ceiling coverings.

On August 20, 2007, the City of Peachtree City solicited bids from general contractors for the renovations. In addition to mail solicitation, the City advertised the bid on the 22nd of August and the 5th of September 2007. Several general contractors and subcontractors attended the mandatory pre-bid meeting held on the 10th of September 2007. Two (2) bids were received, opened, and reviewed on October 9, 2007. The bid results are as follows:

R.L. Ward, LLC	\$593,250.00
Beatty Construction Company	\$880,000.00

Budget Impact:

Funding for this project has been budgeted in PIP account 357-3210-54-1325.

Attachments

cc: City Engineer's File
Police Chief

SECTION 00300
CITY OF PEACHTREE CITY
BID/TENDER FORM
REVISED

Owner: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Bidder's Name and Address:
R. L. Ward LLC
P.O. Box 71909
Newnan GA

Due Date: 10-9-07

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction project known as:

Renovations at Police Station

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and agrees to fully perform the work within 213 calendar days and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the lump sum of:

FIVE HUNDRED NINETY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars,
(\$ 593,250.⁰⁰), hereinafter referred to as the Lump Sum Bid. (may need to change in other areas of this contract.)

Project will be a lump sum bid with unit prices provided (for selected items below) in order to evaluate any potential change orders.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Galvanized pipe removal and replacement	linear foot	\$ <u>50.⁰⁰</u> per linear foot
2	Drywall removal, replacement and painting	square foot	\$ <u>2.80</u> per square foot
3.	Overhead/Profit of potential EFIS work	percentage	<u>15</u> %

2. The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

7. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

8. The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

9. The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in consecutive calendar days from the included said date.

10. For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

11. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

13. The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

Robert Ward R.L. Ward LLC Georgia Robert Ward (Pres) Robert Ward (Sec)

14. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. <u>1</u>	dated <u>9-14-07</u>
Addendum No. <u>2</u>	dated <u>9-27-07</u>
Addendum No. <u>3</u>	dated <u>9-28-07</u>
Addendum No. <u>4</u>	dated <u>10-03-07</u>
Addendum No. _____	dated _____
Addendum No. _____	dated _____

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Public Services Director of Peachtree City; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the City Engineer of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

Within four (4) calendar days from date of notification of acceptance by the City, the Contractor, as principal, and Developers Surety and Indemnity Company, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount of \$ 100,000 and Payment Bond in the amount of \$ 110,000, for the use of all persons doing

work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.

The Contractor shall, without expense to the City, provide: Workmen's Compensation Insurance and Comprehensive Liability Insurance covering all operations and automobiles as required by terms of the Invitation to Bid and/or specifications.

The Contractor shall defend, exonerate, indemnify and save harmless the City from and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property, which damage or injury is alleged to be caused by, or sustained in connection with, the performance of the contract work. The Contractor shall pay, without cost to the City, for the defense of any and all claims, litigation and actions, suffered through any act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by or under the supervision of the Contractor or Subcontractor.

It is further agreed between the parties hereto that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional bonds in such form and amount and with such surety or sureties, as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.

This Contract, executed in triplicate, constitutes the entire agreement between the parties, and no part of this Contract shall be assigned, sold or sublet by the Contractor without the prior written approval of the City.

RESPECTFULLY SUBMITTED:

Date of Proposal 10-9-07

Firm Name R.L. Ward LLC

Business Address 16A Helms St Newnan GA 30263

Submitted by Robert Ward

Authorized Signature Robert Ward

Telephone 770 251 4076 Fax 770 251 1425

Email rward@numail.org Tax ID # 58-2533845

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we R L Ward, LLC

1605 East Highway 34 Newnan, GA 30265

as Principal, hereinafter called the Principal, and Developers Surety and Indemnity Company

P. O. Box 19725 Irvine, CA 92623

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Peachtree City, GA

151 Willowbend Road Peachtree City, GA 30269

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

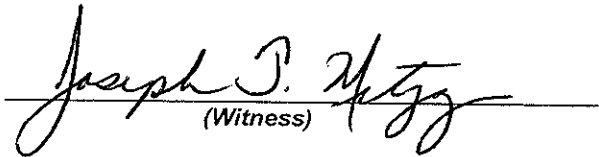
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

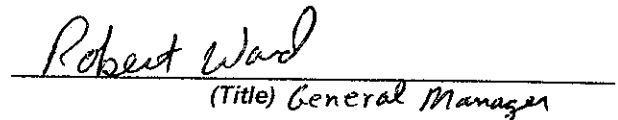
Police Department Renovation Project, City of Peachtree, Georgia

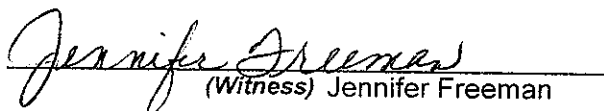
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of September, 2007


(Witness)

R L Ward, LLC
(Principal) (Seal)


(Title) General Manager


(Witness) Jennifer Freeman

Developers Surety and Indemnity Company
(Surety) (Seal)


(Title)

Shirley F. Dukes, Attorney-in-fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

Greg Keller, Suzanne Walker, Sandra L. Petty, Shirley F. Dukes, Jennifer Freeman, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

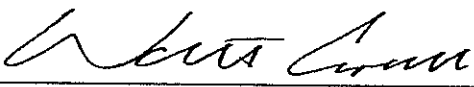
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President

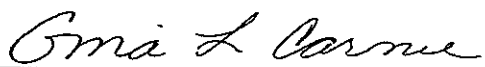
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 20th day of September, 2007.

By: 
Albert Hillebrand, Assistant Secretary

SECTION 00510

CERTIFICATE OF CORPORATE BIDDER

I, Robert Ward, certify that I am Secretary of the Corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of Georgia; that Robert Ward, who executed this proposal on behalf

of the bidder were, then and there, _____ and _____, respectively, and that said proposal was duly signed by said officers for and in behalf of said Corporation, pursuant to the authority of its governing body and within the scope of this corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

Robert Ward 32 Vaux Way Newnan GA 30263

This 9th day of October, 2007.

Robert Ward (Corporate Seal)

Secretary

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 General Contractor?
17 yrs
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.

Satellite Auto Tom Corbit 209 McIntosh Trail
770 487-5183

3. Have you ever failed to complete work awarded to you: if so, where and why?
NO

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

City of Peachtree City Tom Corbit 209 McIntosh Trail
770-487-5183 Satellite Auto

City of Newnan Cletus Phillips 1516 Lower Fayetteville Rd
770-254-2354 McKensie Fire Station

White Oak Holdings Louis Christina 4628 Lower Fayetteville Rd
770 616 9239 Skin Cancer Facility

(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:

Yes

<u>Sutton Electric</u>	<u>Electrical</u>	<u>770-251 3073</u>
<u>Logan Heating and Air</u>	<u>HVAC</u>	<u>770-507-3990</u>

(continued)

<u>Coweta Flooring</u>	<u>Flooring</u>	<u>770 253 1230</u>
<u>Toole Floor Coating Co.</u>	<u>Koester floor</u>	<u>229 430-5462</u>

(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.

R.L. Ward LLC

Correct Name of Bidder

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

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

16 A Helms Street

Newnan GA 30263

(c) The telephone number and facsimile number are:

770 251-4076

(fax) 770 251 1423

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

Robert Ward

Name

General Manager

Title

32 Vaux Way Newnan GA 30263

Address

END OF SECTION



The City of Peachtree City
October 9, 2007

RE: Police Department Renovation Project:

R.L. Ward LLC is representing that the bid is in all respects fair and without collusion or fraud.

Robert Ward
General Manager

**SECTION 00300
CITY OF PEACHTREE CITY
BID/TENDER FORM**

Owner: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Bidder's Name and Address:

Beatty Construction Company
10445 Oak Ridge Park with Suite G
Atlanta, GA 30160

Due Date: 10/4/07

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction project known as:

Renovations at Police Station

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and agrees to fully perform the work within 212 calendar days and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the **lump** sum of:

Eight hundred eighty thousand Dollars,
(\$ 880,000.), hereinafter referred to as the Base Bid.

Project will be a lump sum bid with unit prices provided (for selected items below) in order to evaluate any potential change orders.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Galvanized pipe removal and replacement	linear foot	\$ <u>75⁰⁰</u> per linear foot
2	Drywall removal, replacement and painting	square foot	\$ <u>65⁰⁰</u> per square foot
3	EFIS removal, replacement and painting	square foot	\$ <u>28⁰⁰</u> per square foot

2. The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

7. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

8. The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

9. The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in consecutive calendar days from the included said date.

10. For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

11. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

13. The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

Samuel D. Beatty, Marietta Ga. & David Wilkerson Columbus Ga.
Beatty Construction Company a W C C T, Inc. company
Incorporated in Ga.

14. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. 1	dated <u>9/14/07</u>
Addendum No. 2	dated <u>9/27/07</u>
Addendum No. 3	dated <u>9/28/07</u>
Addendum No. 4	dated <u>10/3/07</u>
Addendum No.	dated _____
Addendum No.	dated _____

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Public Services Director of Peachtree City; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the Public Services Director of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

Within four (4) calendar days from date of notification of acceptance by the City, the Contractor, as principal, and Great American Insurance Company, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount \$ 5% and Payment Bond in the amount of \$ Bid Amount, for the use of all persons doing work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where

applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.

The Contractor shall, without expense to the City, provide: Workmen's Compensation Insurance and Comprehensive Liability Insurance covering all operations and automobiles as required by terms of the Invitation to Bid and/or specifications.

The Contractor shall defend, exonerate, indemnify and save harmless the City from and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property, which damage or injury is alleged to be caused by, or sustained in connection with, the performance of the contract work. The Contractor shall pay, without cost to the City, for the defense of any and all claims, litigation and actions, suffered through any act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by or under the supervision of the Contractor or Subcontractor.

It is further agreed between the parties hereto that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional bonds in such form and amount and with such surety or sureties, as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.

This Contract, executed in triplicate, constitutes the entire agreement between the parties, and no part of this Contract shall be assigned, sold or sublet by the Contractor without the prior written approval of the City.

RESPECTFULLY SUBMITTED:

Date of Proposal October 9, 2007
Firm Name Beatty Construction Company, a WCCI, Inc. company
Business Address 6945 Oakridge Parkway Suite G Austell, GA. 30169
Submitted by Samuel D. Beatty
Authorized Signature [Signature]
Telephone 770-425-3824 EXT. 201 Fax 770-425-1482
Email beatty-construction@hotmail.com Tax ID # 58-2192083

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 General Contractor?

7

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.

#51A Hinman Bldg 3rd Flr Architectural Studio - Complete Floor demo &
Build Back new Bldg. HVAC System And Electrical Service - Jim Larkin
Bldg. 51A Georgia Tech jim.larkin@facilities.gatech.com

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

NO

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

Gwinnett County

Jeff Hairiston

770-822-8000

Gwinnett Co. Voters Registration and Facilities

Georgia Perimeter College

Todd Cook

678-891-3960

Building SA Renovation

MARTA

Paul Kennedy

770-848-1663

MARTA Five Points Station Plaza Renovation

(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 subcontract any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:

Ductz - duct sucking - 770-631-2424, Carolyn Christensen
AGS Waterproofing - E.I.F.S, glass Block & Sealants - 678-688-2372 Karl Turner
TOOLE Floor Coating - Epoxy Floors & Water Vapor Emission Controlled System -
229-438-5402 Keith Callaway

Donnelly Electric - Electrical - 678-637-8950, TEO Donnelly
PMT - Plumbing - 770-948-0760 x14, Jack Payne
Durham Flooring - Carpet, Tile, VET, RB - 678-938-6173 Bill Brown

(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.

Beatty Construction Company a WCLT, Inc. company
Correct Name of Bidder

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

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

6945 Oak Ridge Parkway Suite G
Austell, Ga. 30168

(c) The telephone number and facsimile number are:

TEL. 770-425-3824 EXT 201 FAX 770-425-1482

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

Samuel D. Beatty President
Name Title
1583 Early Winter Dr. Marietta, GA. 30064
Address

END OF SECTION

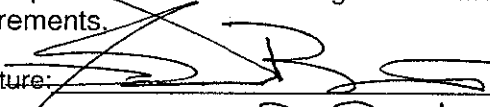
SECTION 00530

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - A. The dangers of drug abuse in the work place;
 - B. The vendor's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Peachtree City City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4) (A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
 - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: 

Date: 10/9/07

Print Name: Samuel D. Beatty

Company: Beatty Construction Company

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **WCCI, Inc., 6001 Coca Cola Blvd., Columbus, Georgia 31909**

as Principal, hereinafter called the Principal, and **Great American Insurance Company, 580 Walnut Street, Cincinnati, OH 45202**

a corporation duly organized under the laws of the State of **Ohio**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Peachtree City**

as Obligee, hereinafter called the Obligee, in the sum of

---Five Percent (5%) of Amount Bid---

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Police Department Renovation Project - PD Renovations Bid #07-164BPD..**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

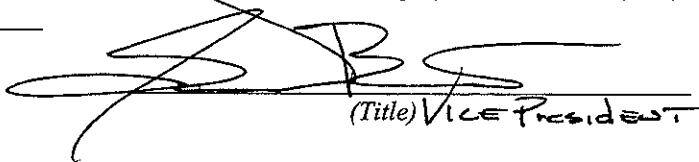
Signed and sealed this **9th day of October, 2007.**


(Witness)

WCCI, Inc.

(Principal)

(Seal)

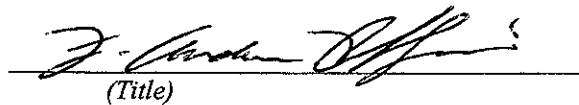

(Title) **Vice President**

Great American Insurance Company

(Surety)

(Seal)


(Witness)


(Title)

F. Anderson Philips, Attorney-in-fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Two

No. 0 16999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
F. Anderson Philips	Both of	Both
Celeste Stewart	Columbus, Georgia	\$75,000,000

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of September, 2006
Attest
GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 27th day of September, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this

9th day of October, 2007

SECTION 00510

CERTIFICATE OF CORPORATE BIDDER

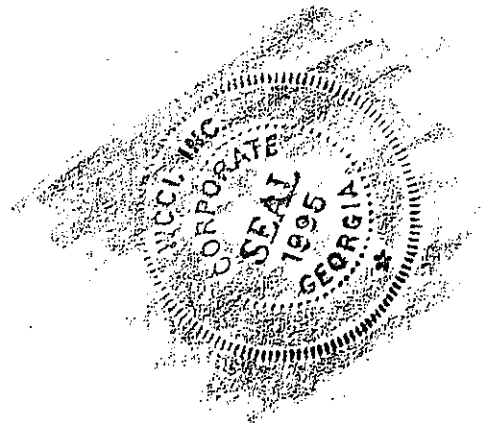
I, Lisa B Wilkerson, certify that I am ~~Secretary~~ of the Corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of Georgia; that Samuel D. Beatty who executed this proposal on behalf of the bidder were, then and there, Board Meeting of October 2, 2007 and Samuel D. Beatty, respectively, and that said proposal was duly signed by said officers for and in behalf of said Corporation, pursuant to the authority of its governing body and within the scope of this corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

R. David Wilkerson
Samuel D. Beatty

This 9 day of October, 2007.

Lisa Wilkerson (Corporate Seal)
Secretary





GRAHAM-NAYLOR AGENCY, INC.
INSURANCE & SURETY BONDS

October 9, 2007

City of Peachtree City
Peachtree City, Georgia

Re: Police Department Renovation Project
PD Renovations Bid #07-164BPD

To Whom It May Concern:

As agents and attorney-in-fact for Great American Insurance Company, it is our pleasure to recommend WCCI, Inc. to you on the above project.

WCCI, Inc. has successfully completed jobs of similar scope and size as the one above, and we stand ready, under present conditions, to issue Performance and Payment Bonds to the owner should they be successful bidder on the project.

Great American Insurance Company (rated "A XIV" by A.M. Best Company) is licensed to conduct business in the State of Georgia and has a Treasury Listing of \$160,264,000.

Please call me if you should have any questions pertaining to this matter.

Sincerely,

F. Anderson Philips
Attorney-in-Fact

FAP/dp

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Benjamin M. Hall*
Financial Services Director *W.S.*
Assistant Finance Director *J*
Purchasing Agent *we*
Developmental Services Director *David*

FROM: City Engineer *David A. Brinkley*

DATE: October 11, 2007

SUBJECT: Traffic Signal Installation at SR 74 and Wisdom Road
October 18, 2007 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the installation of a traffic signal at State Route 74 and Wisdom Road to R.J. Haynie and Associates for the not to exceed amount of \$138,950.00.

Discussion:

The City received a permit from the Georgia Department of Transportation for the installation of a traffic signal at the aforementioned intersection in May of 2007. Since that time construction drawings have been completed and the project put out to bid.

Staff had a mandatory pre-bid meeting on August 23, 2007. Several contractors attended the meeting. The bid opening was held on September 6, 2007. Only one bid was received from Detection Engineering Technologies and was not opened.

Since there was only one bidder Staff re-bid the project and another pre-bid meeting was held on September 27, 2007. One contractor, R.J. Haynie attended this pre-bid meeting. The bid opening was held again on October 11, 2007 and two (2) bids were received, opened and reviewed. The bid results are as follows:

R.J. Haynie and Associates	\$138,950.00
Detection Engineering Technologies	\$167,529.00

Budget Impact:

Funds are available in the SPLOST Fund and expenditures will be charged directly to account 320-4110-54-1414 (Project S10).

Attachments

cc: City Engineer
Public Services Director

CITY OF PEACHTREE CITY BID TABULATION SHEET

BID TITLE: Traffic Signal Install.

DATE: 10-11-07

BUDGET:

BIDS OPENED BY:

WITNESSED BY:

TIME COMPLETED:

10:05

[illegible]

BID PROPOSAL FORM

BID DATE: October 11, 200
TO: CITY OF PEACHTREE CITY
FROM: R.J. HAYNIE & ASSOCIATES
BID OF: TRAFFIC SIGNAL INSTALLATION

The undersigned, as bidder, hereby submits this bid for the signalization at Wisdom Road and Highway 74 according to the plans and specifications dated 07/18/07, which made a part of the proposal. Bidder has made a personal examination of the site of the proposed work and proposes and agrees that if this bid 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, if any, in the plans, specifications, proposed form of contract, invitation to bid, and instructions, all of which documents bidder declares he/she has carefully examined and same are annexed to and make part of this bid, for the lump sum bid of:

ONE - HUNDRED, THIRTY - EIGHT THOUSAND, NINE - HUNDRED + FIFTY Dollars
(\$ 138,950.00), which sum is hereinafter called the "Bid Amount."

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 BENKLEY REGIONAL INSURANCE COMPANY, a surety company qualified to do business in the State of Georgia, payable to the City of Peachtree City, Georgia (or certified check) in the amount of five (5%) of the above bid, to wit: \$ 7,500.00.

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 bonds and payment bonds 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.

The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in 180 consecutive calendar days from the included said date.

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

R. J. HAYNIE + ASSOCIATES, INC.
PRESIDENT: R. J. HAYNIE, III
SECRETARY: NOBIE HAYNIE

14. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. <u>1</u>	dated <u>9/28/07</u>
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

RESPECTFULLY SUBMITTED:

Date of Proposal OCTOBER 11, 2007

Firm Name R. J. HAYNIE + ASSOCIATES

Business Address 1551 FOREST PKWY

LAKE CITY, GA 30260

Submitted by (Signature) Brandon A. Cravetz

Submitted by (Printed Name) BRANDON A. CRAVETZ

Telephone 404-361-0672 Fax 404-366-9750

Tax Identification Number 58-1342248

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 Traffic Signal Installer?

28

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.

SR54 @ STEVENS ENTRY, MAINT ARM TRAFFIC SIGNAL INSTALLATION,
DAVE BORKOWSKI, PEACHTREE CITY, 770-631-7538

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).

CW MATTHEWS, JEFF SHROPSHIRE, 770-422-7555
PURYEAR & SONS GRADING, MARK SPENCE, 404-379-1389
ER SNELL, KATHY STANSELL, 770-985-0600

(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:

SHEETS CONSTRUCTION, 770-957-2843, JOHN CHRISTIANSON, GUARDRAIL
HIGHWAY SERVICES, 678-838-9920, JIMMY COLEMAN, STRIPING
C & G CONCRETE, 404-697-4411

(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.

R.J. HAYNIG & ASSOCIATES, INC. 1551 FOREST PKWY, LAKE CITY, GA 30260
Correct Name of Bidder

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

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

1551 FOREST PKWY
LAKE CITY, GA 30260

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

404-361-0672 404-366-9750

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

R.J. HAYNIG III
Name

PRESIDENT
Title

NORIE HAYNIG
Name

SECRETARY
Title

DAN O. KELLY
Name

VICE-PRESIDENT
Title

BRANDON A. ORAVETZ
Bidder

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

R.J. HAYNIG III
Name

PRESIDENT
Title

1551 FOREST PKWY, LAKE CITY, GA 30260
Address

END OF SECTION

00500-3

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **R. J. Haynie and Associates, Inc.**

as Principal, hereinafter called the Principal, and **Berkley Regional Insurance Company**

a corporation duly organized under the laws of the State of **Delaware**

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Peachtree City, GA

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Bid--

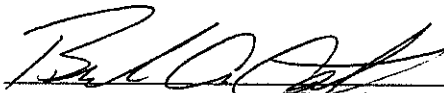
Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

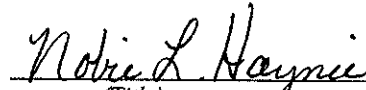
WHEREAS, the Principal has submitted a bid for **Signalization of Wisdom Road & Highway 74**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **11th day of October, 2007.**


(Witness)

R. J. Haynie and Associates, Inc.
(Principal) (Seal)


(Title)


(Witness)

Berkley Regional Insurance Company
(Surety) (Seal)


(Title)

Teresa A. Garren, Attorney-in-fact

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

No. 198b

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, Connecticut, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Richard W. Naylor, Margaret S. Meyers, W. Wesley Hamilton, Jr., Teresa A. Garren, F. Anderson Phillips, Robert M. Seymour or John H. Earl of Graham-Naylor Agency, Inc. of Marietta, GA*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Thirty Million and 00/100 Dollars (\$30,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of January, 2007.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Regional Insurance Company

By

Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 29 day of January, 2007, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN K. KILLEEN
NOTARY PUBLIC

MY COMMISSION EXPIRES 6/30/2007

Eileen K. Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11TH day of OCTOBER, 2007

(Seal)

John F. Boers
John F. Boers

BID PROPOSAL FORM

BID DATE: Sept. 6th 2007.
TO: City of Peachtree.
FROM: Detection Eng. Tech. Inc.
BID OF: Traffic Signal Installation
at Wisdom Rd & Hwy 74.

The undersigned, as bidder, hereby submits this bid for the signalization at Stevens Entry and Highway 54 according to the plans and specifications dated July 31st 2007., which made a part of the proposal. Bidder has made a personal examination of the site of the proposed work and proposes and agrees that if this bid 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, if any, in the plans, specifications, proposed form of contract, invitation to bid, and instructions, all of which documents bidder declares he/she has carefully examined and same are annexed to and make part of this bid, for the for the lump sum bid of:

One Hundred Sixty Seven Thousands Five Twenty nine Dollars

(\$ 167,529.00), which sum is hereinafter called the "Bid Amount."

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 Western Surety Company., a surety company qualified to do business in the State of Georgia, payable to the City of Peachtree City, Georgia (or certified check) in the amount of five (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 bonds and payment bonds as stated in the Advertisement for Bids, Invitation to Bind, 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.

The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in (180) consecutive calendar days from the included said date.

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

T. Takeyeddin

14. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. <u>1</u>	dated <u>8/23/07</u>
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

RESPECTFULLY SUBMITTED:

Date of Proposal 9-5-07

Firm Name Detection Engineering Technology Inc.

Business Address 5350 Old Norcross Rd.

Norcross, GA 30071

Submitted by (Signature) [Signature]

Submitted by (Printed Name) Tarek Takeyeddin

Telephone 770-449-0966 Fax 770-449-0967

Tax Identification Number 38-3180890

BID BOND

**STATE OF GEORGIA
COUNTY OF FAYETTE**

KNOW ALL MEN BY THESE PRESENTS THAT we, Detection Engineering Technology, Inc.

(herein called the "Bidder") submitted a Bid to Peachtree City, Georgia (herein called the "Owner") dated the 6th day of Sept., 2007, for procuring and installing products for a project entitled "SIGNALIZATION AT WISDOM ROAD AND HIGHWAY 74" (herein called the

"Project"); that the Bidder and we, Western Surety Company

(herein called the "Surety") are firmly bound to the Owner in the sum of Five Percent of Bid Amount***

(\$ 5% of bid amount***) 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.

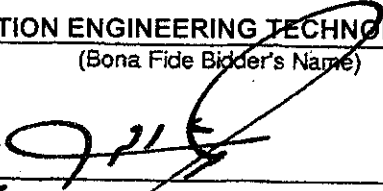
THE FURTHER CONDITIONS OF THIS OBLIGATION is that the Surety, for value received, stipulates and agrees that extensions to the time limit in which the Owner may accept Bids shall not invalidate the Surety's obligation under this bond, and that the Surety does hereby waive notice of extensions to that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

IN WITNESS WHEREOF, the Bidder and the Surety have executed this BID BOND on this 6th day of September, 2007.

DETECTION ENGINEERING TECHNOLOGY, INC.

(Bona Fide Bidder's Name)

(Bidder's Seal if Corporation)

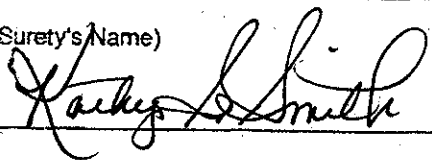
By:  L.S.

Tarek Takieddin V.P.

(Print Name and Title of Signer)

WESTERN SURETY COMPANY

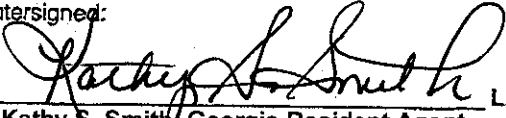
(Surety's Name)

By:  L.S.

Kathy S. Smith, Attorney-in-Fact

(Print Name and Title of Signer)

Countersigned:

By:  L.S.

Kathy S. Smith, Georgia Resident Agent
(Agent, Resident of State of Georgia)

POWER OF ATTORNEY

BOND NO. 70372150

Know All Men by These Presents:

(Irrevocable)

No. SP-

22763767

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

FOUR

authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
KATHY S SMITH ROBERT G HREHOR	RENA C MOSS ROBERT M HREHOR

in the City of LILBURN, State of GEORGIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

BID, PERFORMANCE, AND/OR PAYMENT BOND, IN ADDITION THE RELATED TRANSACTIONS SUCH AS CONSENTS OF SURETY, RIDERS, AND LETTERS OF INTENT, MAINTENANCE AND WARRANTY BONDS, PROVIDING THE BOND PENALTY DOES NOT EXCEED THREE MILLION AND NO/100 DOLLARS (3,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

NOVEMBER 30, 2011, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 2nd day of February, 2004.

WESTERN SURETY COMPANY

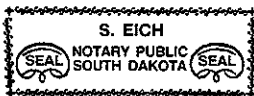
By

Paul T. Bruffat
Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

On this 2nd day of February, in the year 2004, before me, a Notary Public, personally

appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Eich

Notary Public, South Dakota

My Commission Expires February 12, 2009

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this * 6TH day of SEPTEMBER, 2007

WESTERN SURETY COMPANY

By

Paul T. Bruffat
Senior Vice President

*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

Form 749-2-2004

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. →

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 Traffic Signal Installer?

13 yrs.

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.

Old Peachtree Rd. Traffic Signals Installations.
C.W. Matthews - Prime Mr. Byron RHods 770-815-2061

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

NO. We have always completed our
Projects.

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).

- C.W. Matthews contracting Co.

P.O. Drawer 970. Marietta, GA 30061.

Mr. Byron Rhodes. 770-422-7520.

- Baldwin Paving Co.

1014 Kennmill Dr. Marietta, GA 30060

Mr. Mike Demuy. 770-425-2999.

- Butch Thompson Ent.

3090 Moon Station Rd. Kennesaw, GA 30144.

Mr. Micky Chadwick. 770-427-8251.

(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:

NO. D.E.T.E. Will perform all needed
work.

(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.

Detection Engineering Technology Inc.
Correct Name of Bidder

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

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

5350 Old Norcross Rd.
Norcross, GA 30071.

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

Tel: 770-449-0966. Fax: 770-449-0967.

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

T. Takeyeddin
Name

CEO.
Title

Tarek Takeuddin
Name

V.P.
Title

Name

Title

Detection Eng. Tech. Inc.
Bidder

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

Tarek Takeuddin
Name

V.P.
Title

5350 Old Norcross Rd. Norcross, GA 30071.
Address

END OF SECTION

00500-3



PURCHASING DEPARTMENT
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

CITY OF PEACHTREE CITY
SIGNAL INSTALL AT WISDOM ROAD AND HWY 74

ADDENDUM #1

Several questions, issues or concerns were raised as a result of the mandatory pre-bid meeting held Thursday, August 23, 2007.

QUESTION: Will the City supply specifics regarding the CCTV components? ANSWER: Attached is a detail for the CCTV installation, including the camera, wiring and cabinet. VDS cameras are shown on the detail, but the City is only installing CCTV per the plans. Typically these cameras are tied into an existing fiber line or phone line that GDOT uses and contractor must make the connection.

QUESTION: Will this be fiber work or phone lines? ANSWER: Contractor will make connection from CCTV to existing phone or fiber line.

QUESTION: Programming? ANSWER: Contractor awarded bid will be responsible to coordinate programming with DOT. Contractor must also supply DOT with shop drawings of all equipment used and obtain DOT approval prior to ordering.

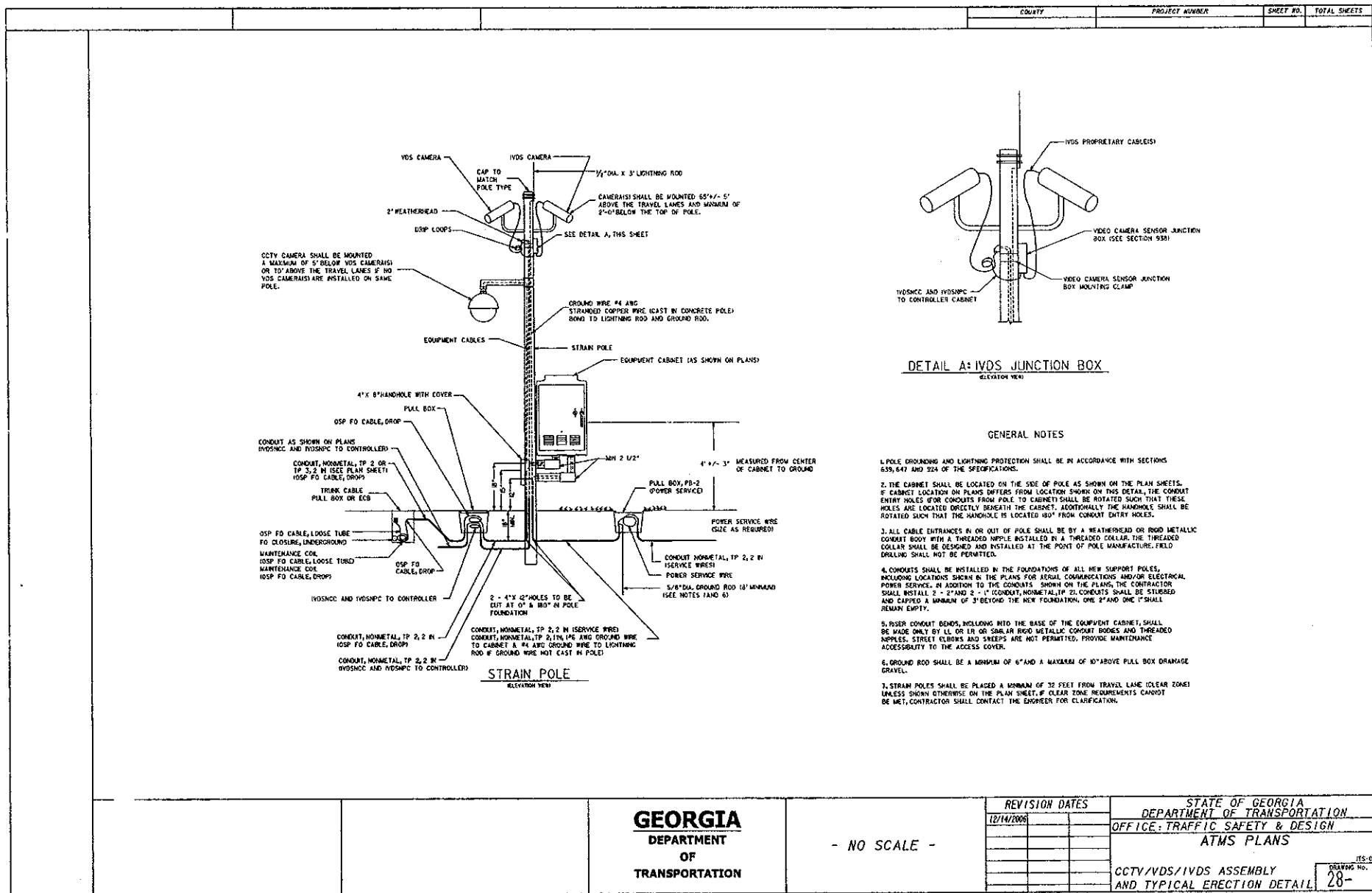
QUESTION: Who is the DOT contact person and how do we reach him? ANSWER: Mr. Mike England, District Traffic Engineer for DOT, can be reached at 706.646.6557.

QUESTION: We did not see any pay item for the thermoplastic marking on the list of materials. Is this part of the bid? ANSWER: Yes, contractor to perform all striping. The specs are on the plans. Quantities for striping are not typically given unless it is a GDOT project.

QUESTION: I saw on the signal plans that a 5' Concrete Pad w/ detectable warning strips need to be installed, I need to find out if you are requiring us to install these ramps or the city will be doing that, as the list of materials does not show any concrete work, if you are requiring us to install them we need to find out the measurements and the footage needed to complete the work. ANSWER: Yes, the City wants all work completed as shown on the plans by the Contractor. This is not a unit price job so all items are **not** listed as pay amounts with quantities.

Attachment

8/29/2007



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/5/2007
PRODUCER (770) 587-0246 FAX: (770) 587-1695 Allen & Furr Insurance Agency 500 Sun Valley Drive Suite E-5 Roswell GA 30076		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Detection Engineering Technology, Inc. P. O. Box 941941 Atlanta GA 31141		
INSURERS AFFORDING COVERAGE		
INSURER A: Colony Ins Co.		
INSURER B: Auto Owners		
INSURER C: Commerce and Industry Ins		NAIC # 18988
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	GL146268	4/27/2007	4/27/2008	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 1,000,000
☐ POLICY ☒ PRO. JECT ☐ LOC						
B		AUTOMOBILE LIABILITY	4201976400	4/27/2007	4/27/2008	COMBINED SINGLE LIMIT (Ea accident) \$
		☒ ANY AUTO				BODILY INJURY (Per person) \$ 1,000,000
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ 1,000,000
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ 1,000,000
		☐ HIRED AUTOS				
☒ NON-OWNED AUTOS						
☒ 00						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
		☐ DEDUCTIBLE				\$
		☐ RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC6839892	5/6/2007	5/6/2008	☒ WC STATUTORY LIMITS ☐ OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

(770) 631-2505
 Peachtree City
 Attn: Angela R. Egan
 151 Willowbend Rd
 Peachtree City, GA 30269

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

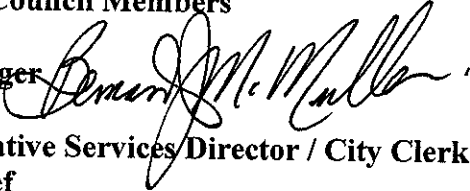
AUTHORIZED REPRESENTATIVE

William Furr/GMC

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Administrative Services Director / City Clerk 
Police Chief

DATE: October 12, 2007

SUBJECT: Consider Ordinance Amendment – Alcohol Ordinance
October 18, 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	
Spirituious Liquors (pouring)	\$1,000
Malt Beverage (beer)	\$ 150
Wine	\$ 100
Sunday Sales	\$ 100
Qualifying Location Permit (annual)	\$ 150
Special Event Permit (per event/per day)	\$ 50

Discussion:

Several weeks ago, 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.

At the same time, staff received multiple inquiries about obtaining a license for a single-day special event. While this has happened in the past with special Council action, staff felt that it was time to provide a formal permitting process and establish fees. On the advice of the City Attorney, staff researched the City of Newnan's new alcohol ordinance, and the changes are substantially similar to their verbiage.

Finally, during the process, staff added some language to address ongoing issues we have encountered with local unlicensed businesses providing alcohol to customers, which is in violation of state law and has been prohibited for clarification in the local ordinance, and local unlicensed establishments allowing the practice of "brown bagging."

The attached Ordinance Amendment includes the following changes:

- Sec. 6-2 provides additional definitions for brown bagging, caterer, hotel (to include the additional bars within), permitted location, private residence, and special event.
- Section 6-36 establishes the licensing and fees for additional licenses, qualifying locations, and special events. The additional license fees are based on 20% of the full license fee for that category, and are consistent with other fees charged in the Metro Atlanta area. The qualifying location fee,
- Section 6-51 establishes the requirements for a qualified location permit, which verifies that a location for a special event meets the requirements of the ordinance. The location permit is good for one year and is not the license to serve alcohol, merely a certification that the location is eligible for special event permits.
- Section 6-52 establishes the requirements for a special events permit, with events held at permitted locations.
- Section 6-53 provides exceptions for 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 are also exempted as long as the guests do not pay to attend or for any good or service.
- Section 6-122 clarifies the rules for dispensing or taking alcohol off the licensed premises, which has come into question with local establishments providing open, outdoor dining areas.
- Section 6-129 addresses the State requirements prohibiting the provision of "complimentary" alcohol to paying customers (such as salon or spas, retail outlets, or any

location where the cost of the alcohol is technically included in the price of the goods or services for which the customer is paying).

- Section 6-130 prohibits establishments that do not have alcohol licenses from allowing customers to bring their own alcohol in for consumption – this practice has begun to appear in the area, and is problematic when the City does not have knowledge of the practice and the location may be within a prohibited distance of a school, church, or alcohol treatment center. The provision excludes the Frederick Brown, Jr., Amphitheater, which is specifically granted the practice in Sec. 54-71.

Budget Impact:

This item will reduce the annual payments from the Wyndham and Aberdeen Woods by a combined total of \$17,600. However, the addition of the Qualified Location Permits and Special Events Permits should help to offset the reduction in license fees.

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, Chapter 6 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-2. Definitions.

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

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Deleted: ic

Alcoholic beverage means all alcoholic, distilled spirits, beer, malt beverage, wine, or fortified wine.

Brown bagging means the act of patrons entering any restaurant, private club, or other establishment providing food or entertainment in the normal course of business and bringing in and consuming the patron's own alcoholic beverage.

Brown bag establishment means any restaurant, private club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' own alcoholic beverages.

Caterer means any person who prepares food and furnishes beverages, but not alcoholic beverages, for consumption off the premises of a food service facility or restaurant for a special event.

Close corporation means a domestic corporation which does not have:

- (1) More than five stockholders;
- (2) A corporation as a shareholder; or

- (3) More than one class of stock.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including but not limited to all fortified wines.

Fortified wine means any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes but is not limited to brandy.

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.

Individual means a natural person not a corporation.

Interest in license means an individual's having an interest in a license if he:

- (1) Is the owner of the license.
- (2) Is a co-owner of the license.
- (3) Is a partner in any partnership that owns an interest in a license.
- (4) Is a stockholder in any corporation which owns an interest in a license.
- (5) Shares in any income or corpus of any trust fund having any interest in a license to sell at retail.

License representative means, if a license representative is required, a resident of the state and a manager of the business who is on the premises on a regular basis.

Licensee for all businesses means that:

- (1) The licensee shall be at least 21 years of age.
- (2) If the business is to be operated by an individual, the licensee shall be that individual.
- (3) If the business is to be operated by a partnership, the licensee shall be an individual who is a partner; or, if all partners are nonindividuals, then the licensee shall be an individual who is an officer of any corporation which is a partner, or an individual who is an officer, manager or agent of any unincorporated entity which is a partner.

(4) If the business is to be operated by a close corporation, corporation or similar business entity, the licensee shall be either an officer of the corporation or the registered agent of the corporation.

(5) If the licensee is a resident of the state and a manager of the business who is on the premises on a regular basis, the licensee may also be the license representative of the business. If not, a license representative shall be named in accordance with this chapter.

Malt beverage means any alcoholic beverage obtained by the fermentation or any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume, and including but not limited to ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.

Minor means any person under the age of 21 years.

Package means a bottle, can, keg, barrel or other original consumer container.

Permitted location means a building, premises or location for which a permit is required pursuant to this chapter and shall include a premises and a licensed premises as defined herein.

Person means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit.

Premises means a definite enclosed area or other outside area with controlled ingress and egress wherein spirituous liquors, alcoholic beverages, malt beverages or wine shall be sold and consumed, or sold by the package to be consumed elsewhere.

Private residence means an occupied house, dwelling or structure in a residential zoning district wherein families reside.

Retail consumption dealer means any person who sells alcoholic beverages for consumption on the premises at retail.

Retail grocery store means a store which carries groceries as at least 51 percent of its inventory. For purposes of this section, the term "groceries" does not include alcoholic beverages, gasoline, diesel fuel, motor oil, grease or other petroleum products used for the maintenance or operation of motor vehicles.

Retail package dealer means any person who sells alcoholic beverages in unbroken packages for consumption off the premises at retail.

Special event or private function means any organized activity having as its purpose entertainment, recreation and/or education, such as a festival, party, reception, celebration or assembly which occurs of takes place on private or public property.

Wholesaler or wholesale dealer means any person who sells alcoholic beverages to other wholesale dealers, to retail package dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, grapes, or other natural products by natural fermentation. Wine includes but is not limited to all sparkling wines, champagnes, combinations of such beverages, vermouths, sake, natural wines,

rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage.

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
- (11) Qualifying location permit (distilled spirits, malt beverages and wine)
- (12) Special event permit

(b) Wholesale dealers are not required to pay a license fee pursuant to subsection (a)(7), (8) and (9) of this section unless the wholesaler or his agent delivers alcoholic beverages at the time the order is taken or unless the wholesaler's business is located within the city limits.

(c) All licenses issued in this article shall constitute a mere grant of a privilege to carry on such business during the term of the license subject to all the terms and conditions imposed by this chapter and related laws, applicable provisions of this Code, and other ordinances and resolutions of the city relating to such business.

(d) Both the licensee and the license representative shall be the authorized and duly constituted agent for service of all notices and processes required to be served on or given under this article for any action or proceeding or uses of any nature whatsoever permitted under the provisions of this chapter or under any other provisions of this Code.

Section 2. Article II, Chapter 6 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-51. Permitted location for special events at which alcoholic beverages are served.

(a) No alcoholic beverages shall be sold, dispensed, distributed, poured or served at any location, premises, or building in the city except as set out in this chapter unless otherwise provided for under this chapter.

(b) The owner or lessee of a location at which alcoholic beverages are to be furnished and served at a private function or special event by a person at a location not otherwise required to be licensed pursuant to this chapter shall first obtain a qualifying location permit designating such location as a "permitted location." Such qualifying location permit shall be good for the calendar year in which it is issued and may be renewed annually as set forth in this chapter. Thereafter, the person organizing the private function or special event to be held at a permitted location must apply for and obtain a "special event permit" as set forth in section 6-52 of this chapter. The cost of such permits shall be as set forth in section 6-36 of this chapter. The requirements of sections 6-37 and 6-38 herein shall be met by an applicant for a permitted location license.

(c) To qualify as a "permitted location", the location, premises or building shall not be located nearer to an alcoholic treatment center and therefore be considered to be a "prohibited location" as set out in section 6-39 herein, or shall not fail to meet all requirements of the building inspector, the fire marshal, the traffic engineer, and the planning and zoning coordinator for an on-premises pouring outlet, and shall possess a permit as a "permitted location" pursuant to this chapter. The applicant for a qualifying location permit shall submit a plat of survey prepared by a state registered land surveyor showing the distances set forth in this chapter with the application for the qualifying location permit.

(d) It shall be unlawful for any person to furnish and serve alcoholic beverages at a private function or special event at a permitted location unless food is also served at the private function or special event.

(e) Alcoholic beverages furnished and served at a private function or special event may be consumed only on the premises; and may not be removed from the premises in an open container.

(f) It shall be unlawful for any alcoholic beverages to be sold at a private function or special event, i.e. "no cash bar" sales will be permitted, unless the permitted location also holds an on premises consumption license for alcoholic beverages.

(g) Locations, premises or buildings for which an on-premises consumption license has been issued pursuant to this chapter shall be deemed a "permitted location" under this section without further application; however, alcoholic beverages may not be sold or dispensed from the area or premises licensed for the sale and dispensing of alcoholic beverages on Sundays in violation of this chapter; provided, however, that if an on premises consumption licensee provides a separate room, not accessible to the regular public or customers of the licensed establishment, where the alcohol is purchased, furnished and served not by the on premises consumption licensee but by the person holding the private function or special event may qualify as a permitted location for the serving of alcoholic beverages in accordance with this section.

(h) The "permitted location" licensee shall be responsible for any violation of this chapter which occurs at the "permitted location" whether by the licensee's employees or agents, a caterer or their employees or agents, or a lessee or invitee of the licensee, their lessee or invitees or any of their employees or agents.

(i) The person holding the private function or special event, and not otherwise required to be licensed pursuant to this chapter must purchase and furnish the alcoholic beverages.

(j) The times for sales of alcoholic beverages set forth in section 6-123, herein, except that serving without sale of alcoholic beverages at a special event at a permitted location for a special event not otherwise required to be licensed or licensed hereunder for the sale of alcoholic beverages for consumption on the premises only shall be permitted on Sunday between the hours of 12:30 p.m. and 12:00 midnight.

Sec. 6-52. Special event permits.

(a) In order to serve wine, and/or beer and malt beverages, and/or distilled spirits at a private function or special event, at a permitted location, the person organizing the private function or special event shall be required to:

(1) Apply to the city for a "special event permit." The application shall include the name and business address of any caterer providing food service for the private function or special event, the date, time and location of the event, which location must be a permitted location as set forth in this chapter or otherwise exempt as set forth under this chapter;

(2) Pay the cost of such permit as set forth in section 6-36 of this chapter. If the application meets all of the requirements of this chapter, the city clerk shall issue the special event permit. If the city clerk finds that the application does not meet the requirements of this chapter and denies the special event permit, the applicant may appeal in writing to the city council within five days of the date of the denial.

(b) The "special event permit" shall be maintained at the site of the private function or special event during the hours alcoholic beverages are served.

(c) The person holding the private function or special event, and not otherwise required to be licensed pursuant to this chapter, must purchase the alcoholic beverages.

(d) The "special event permit" licensee shall be responsible for any violation of this chapter which occurs at the event whether by the licensee's employees or agents, invitee of the licensee or invitee of the invitee of the licensee.

Sec. 6-53. Exceptions.

(a) The requirements of this chapter shall not apply to a private function held for business development purposes or charitable purposes at which alcoholic beverages are served by a person or organization not otherwise required to be licensed pursuant to this chapter to members and invited guests of such persons or organization holding the event at a permitted location or at a location not otherwise required to be permitted pursuant to this chapter, provided that the person or organization purchased and served the alcoholic beverages and receives no payment from invited guests, and the event is not open or accessible to the general public.

(b) The requirements of this chapter shall not apply to a private function held at a private residence at which alcoholic beverages are purchased and served by a person not otherwise required to be licensed pursuant to this chapter to invited guests of such person, provided that the person holding the event purchases the alcoholic beverages and receives no payment from invited guests, and the event is not open or accessible to the general public.

Section 3. Article III, Chapter 6 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-122. Sale outside licensed premises or removal of alcoholic beverages dispensed on premises.

(a) Except as provided herein, it shall be unlawful for any sale of alcoholic beverages to be made outside of the premises licensed for such sale or for alcoholic beverages dispensed on the premises of a retail consumption dealer, in any type or size container, to be removed from the premises prior to consumption. All alcoholic beverages consumed on the premises of a retail consumption dealer shall be dispensed by that dealer.

(b) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to section 54-7(1).

Sec. 6-129. Possession to give away in order to induce trade.

It shall be unlawful for any person to keep on hand for the purpose of giving the same away to induce trade, any fermented beverages made in whole or in part from malt, or any similar fermented beverages, wine or distilled spirits that contain more than one-half of one percent of alcohol by volume.

Sec. 6-130. Brown bagging, brown bag establishments.

(a) Except as provided herein, "Brown bagging" and "brown bag establishments" as defined in this chapter shall be prohibited within the city.

(b) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to section 54-7(1).

Section 4. 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 5. 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 6. 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 and City Council

VIA: City Manager *David M. Miller*
Developmental Services Director *David*

FROM: City Engineer *David A. Borowski*

DATE: October 8, 2007

SUBJECT: Revisions to On-Site Sewage Disposal System
October 18, 2007 City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached revision to the on-site sewage disposal system ordinance section.

Discussion:

During the Metropolitan North Georgia Water Planning District (MNGWPD) audit last year, the Georgia Environmental Protection Division (EPD) noted specific ordinance revisions that needed to be adopted. One such ordinance revision was for the City to adopt a means of prohibiting private, community sewage disposal systems from being permitted in the City.

For clarification, the purpose of this ordinance is not to prohibit private sewage systems like septic tanks and drain fields for individual homes. However, the purpose is to prohibit the permitting and construction of private community treatment systems like package plants, lagoons, and community septic systems. The issue is that these types of community systems have a poor track record of proper maintenance and degraded water quality.

The Environmental Health Department has reviewed this ordinance revision and is in concurrence with restricting these types of systems.

Budget Impact:

There is no specific budget impact with this recommendation.

Attachment

cc: City Engineer
Public Services Director
Environmental Health Department
City Planner

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO PROVIDE FOR RULES RELATED TO ON-SITE SEWAGE DISPOSAL SYSTEMS; 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. That Section 82-3 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 82-3. On-site sewage disposal system.

If an on-site sewage disposal system is used or proposed to be used on any property in the city, the following conditions shall apply:

- (1) All existing or proposed on-site sewage disposal systems in the city must be designed, installed, maintained, and operated in accordance with the requirements of the Fayette County Health Department, as amended from time to time.
- (2) All existing or proposed on-site sewage disposal systems in the city must be designed, installed, maintained, and operated in accordance with the requirements of all appropriate development codes and ordinances of Peachtree City, as amended from time to time.
- (3) Prior to the approval of a conceptual site plan for the improvement of any property in the city which proposes to use a new on-site sewage disposal system, the applicant must provide written approval for the project from the Fayette County Health Department as a part of the application for site plan approval.
- (4) If, in the opinion of the Building Official, a proposed construction project may adversely affect an existing on-site sewage disposal system or alternate drain field reserve backup, the Building Official shall require that the applicant provide written approval for the project from the Fayette County Health Department as a part of the permit application.
- (5) No new private sewage disposal system that serves more than one platted residential lot or more than one commercial or industrial building will be allowed to be permitted or constructed in Peachtree City after the date of adoption of this code section.

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 and City Council

VIA: City Manager *Benjamin M. Muller*
Financial Services Director *P.S.*
Assistant Financial Services Director *J*
Purchasing Agent *W*
Developmental Services Director *David*

FROM: City Engineer *David A. Borland*

DATE: October 3, 2007

SUBJECT: Right-of-Way Purchase Agreements for 74 Widening Phase 2
October 18, 2007 City Council Meeting

Recommendation:

Staff recommends that City Council accept the offers from the Georgia Department of Transportation (DOT) to purchase right-of-way and easements along State Route 74 and authorize the Mayor to sign the offers.

Discussion:

The DOT is in the process of acquiring right-of-way and easements for the second phase of the State Route 74 widening. Some of the needed right-of-way and easements are on City property. The affected properties are the recycling center, the greenbelt by Flat Creek, and the Baseball Soccer Complex (BSC).

The right-of-way needed at the recycling center will impact operations and cause some mulch and the internal circulation road to have to be moved. The DOT has included compensation in their offer for the right-of-way.

The City plans to go to monthly grinding and haul-off of the vegetative debris to make more room because of the reduced area caused by the selling of the right-of-way. Plans were in the works to go to monthly grinding anyway due to the possibility to reduced grinding costs. Currently the City is spending around \$40,000 per year (some years more or less due to storm debris) for grinding and haul-off of vegetative debris from the Recycling Center. Staff estimates this cost will go down by grinding monthly because of the response received from the current

grinding contractor. Their opinion was that with a steady supply of work, they could better accommodate the City into their route and thereby reduce our costs.

The impacts to the City's property by Flat Creek and the BSC appear to be minimal. The only impact to the BSC is to the driveway entrance signs. The DOT has also included compensation in their offer for the right-of-way for replacement.

Budget Impact:

The DOT has made an offer of \$217,171 for the right-of-way and easements. This offer includes cost-to-cure for the recycling center and the BSC.

Attachments

cc: City Engineer
Public Services Director
Leisure Services Director
City Planner



Department of Transportation

State of Georgia

#2 Capitol Square, S.W.

Atlanta, Georgia 30334-1002

HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR.,
CHIEF ENGINEER
(404) 656-5277

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

August 30, 2007

Peachtree City
c/o Mr. David Borkowski
153 Willowbend Rd.
Fayetteville, Georgia 30269

RE: PROJECT: STP-209-1(2), FAYETTE COUNTY
P.I.#: 322355
PARCEL: 57

Dear Mr. Borkowski:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, **0.553** acres of your property in fee and **11,465.41** square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be **\$128,725.00**. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

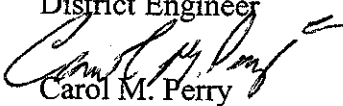
Our Right of Way Specialist, **J.D. Stallings** at **(706) 646-6978** is representing the Department, is authorized to explain this and to discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way. **Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

By:


Carol M. Perry

District Rights-of-Way Team Manager

Attachment(s)

STATEMENT OF ESTIMATED VALUES

Project: STP-209-1(2)

County: Fayette

Parcel: 57

Owner(s): Peachtree City

Address: 153 Willowbend Rd., Fayetteville, Georgia 30269

Property Location: S.R. 74

	<u>FAIR MARKET VALUE REQUIRED</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
Estimated Value of Land and Improvements and/or Easement if applicable:	\$ 104,500.00	\$
Estimated Value of all consequential or severance damages	\$ 24,225.00	\$
Estimated Value of Certain Remnant(s):	\$	\$
Total Estimated Fair Market Value	\$ 128,725.00	\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project)

Division of Interests:

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Peachtree City	Fee	\$ 128,725.00
		\$
		\$
Total Estimated Fair Market Value:		\$ 128,725.00

If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$N/A ; (Retention Value) and/or

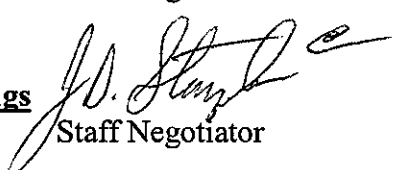
(b) Require a Performance Bond of \$N/A Total Withheld at Closing \$N/A

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 8/30/2007

PREPARED BY J. D. Stallings


Staff Negotiator

ROW-515-A (Federal Aid) Revised: 10/94

DEPARTMENT OF TRANSPORTATION

OPTION FOR RIGHT OF WAY

GEORGIA, FAYETTE COUNTY

P.I.#: 322355

SSN#:

Received of Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$ 128,725.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Widening of SR 74 to south of Crosstown Dr. being Parcel 57 consisting of 0.553 acres in fee and 11,465.41 square feet of easement on Georgia Highway Project Number STP-209-1(2).

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of \$N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, regulations of building codes applicable to demolition or removal of buildings in N/A, Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No. 57

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during, or after the initial installation.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number STP-209-1(2)

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this ____ day of _____, 20____.

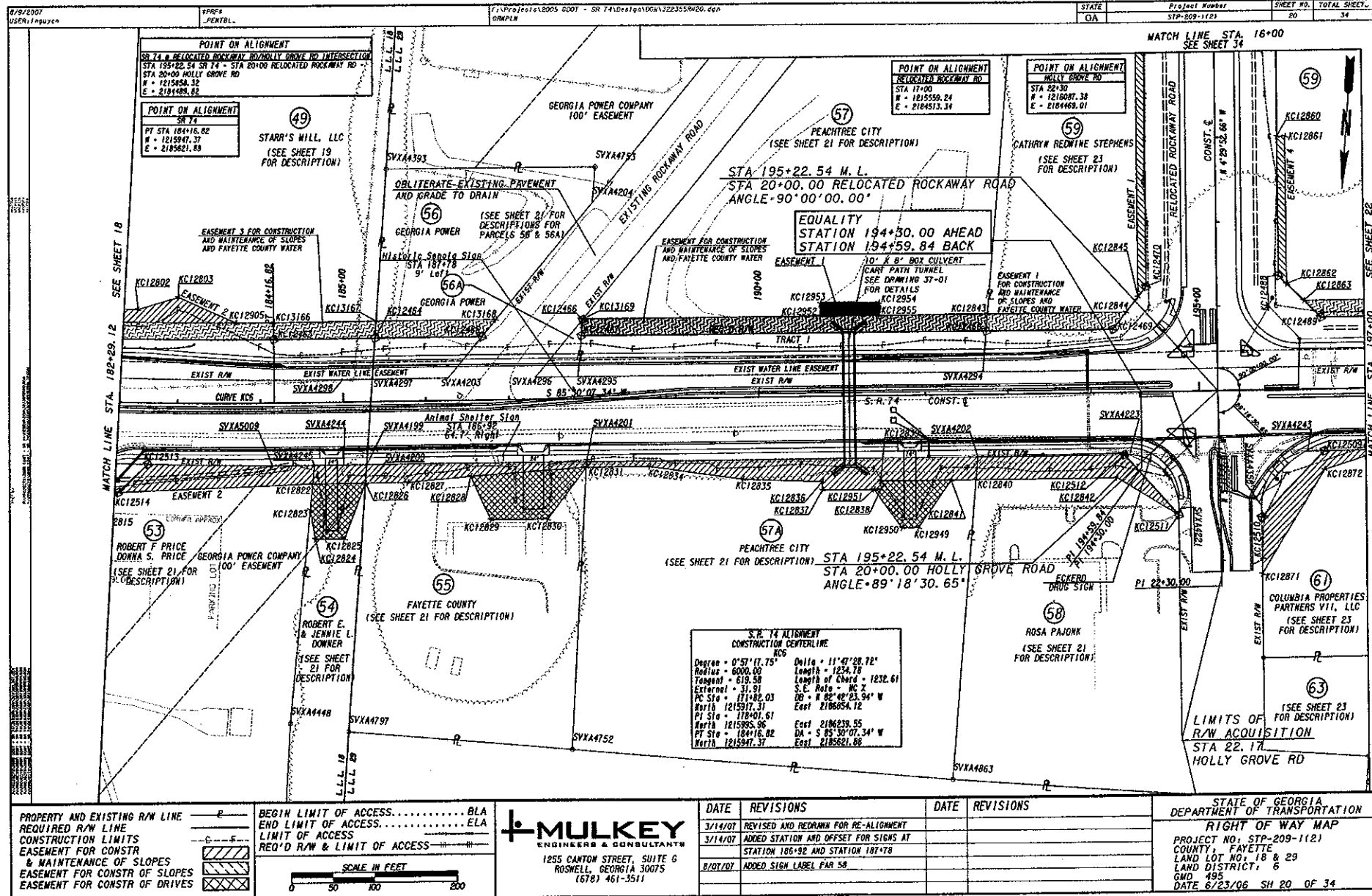
Signed, Sealed and Delivered
in the presence of:

(L.S.)

Notary Public (L.S.)

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)



3/14/2007
USEP: Jbrads

APPRO.
PENTOL

P:\Projects\2005 0001 - SR 14\Design\06\312355SR14.dgn
C:\MPLN

STATE	Project Number	SHEET NO.	TOTAL SHEETS
GA	STP-209-112	34	34

LIMITS OF R/W ACQUISITION
STA 5+16.11 RELOCATED ROCKAWAY RD

STA 12+71.60 ROCKAWAY ROAD
STA 10+00.00 OLD ROCKAWAY ROAD

STA 12+60.00 OLD ROCKAWAY RD.
STA 0+00.00 DRWY

LIMITS OF R/W ACQUISITION
STA 13+50 OLD ROCKAWAY RD

POINT ON ALIGNMENT
RELOCATED ROCKAWAY RD
PC STA 5+83.08
N = 121491.41
E = 2184326.00

POINT ON ALIGNMENT
OLD ROCKAWAY RD
PC STA 12+12.06
N = 1215131.45
E = 2184755.52

POINT ON ALIGNMENT
RELOCATED ROCKAWAY RD
PT STA 13+57.47
N = 1215217.77
E = 2184540.21

POINT ON ALIGNMENT
OLD ROCKAWAY RD
PT STA 13+06.68
N = 1215172.76
E = 2184656.74

DRWY ALIGNMENT
CONSTRUCTION CENTERLINE
K125
Degree = 114°35'29.62" Delta = 22°52'18.85"
Radius = 50.00 Length = 19.97
Tangent = 10.12 Length of Chord = 19.84
External = 1.01 S.E. Note = NC
PC Sta = 0+21.83 DB = 5°27'19"31.12" E
North 1215117.89 East 2184814.45
PT Sta = 0+37.95
North 1215108.30 East 2184819.10
PT Sta = 0+47.00 DB = 5°20'12"49.97" E
North 1215102.42 East 2184826.88

OLD ROCKAWAY ROAD
CONSTRUCTION CENTERLINE
K123
Degree = 57°17'44.81" Delta = 54°12'07.81"
Radius = 100.00 Length = 94.60
Tangent = 51.17 Length of Chord = 91.11
External = 12.33 S.E. Note = NC
PC Sta = 12+12.06 DB = 5°28'51"23.43" E
North 1215131.45 East 2184755.52
PT Sta = 12+53.23
North 1215131.33 East 2184806.70
PT Sta = 13+06.68 DB = 5°35'56"29.77" E
North 1215172.76 East 2184836.74

ROCKAWAY ROAD/HOLLY GROVE ROAD
CONSTRUCTION CENTERLINE
K126
Degree = 5°24'18.94" Delta = 41°51'28.30"
Radius = 1000.00 Length = 714.39
Tangent = 405.39 Length of Chord = 757.28
External = 74.87 S.E. Note = 6.00%
PC Sta = 5+83.08 DB = 8°31'21"35.64" E
North 1214491.41 East 2184326.00
PT Sta = 9+84.47
North 1214813.63 East 2184572.00
PT Sta = 13+57.47 DB = 8°42'29"52.66" W
North 1215217.77 East 2184540.21

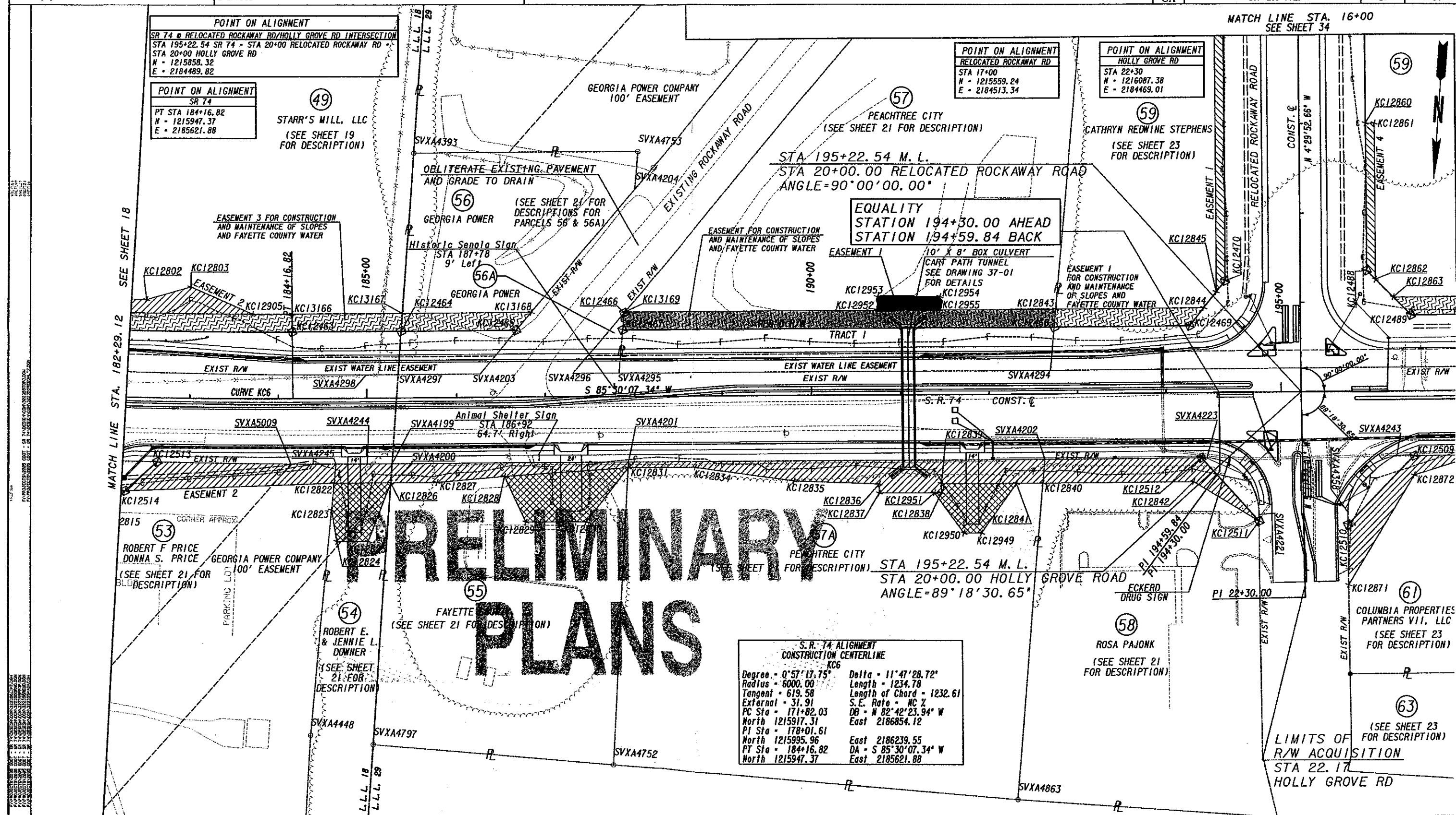
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

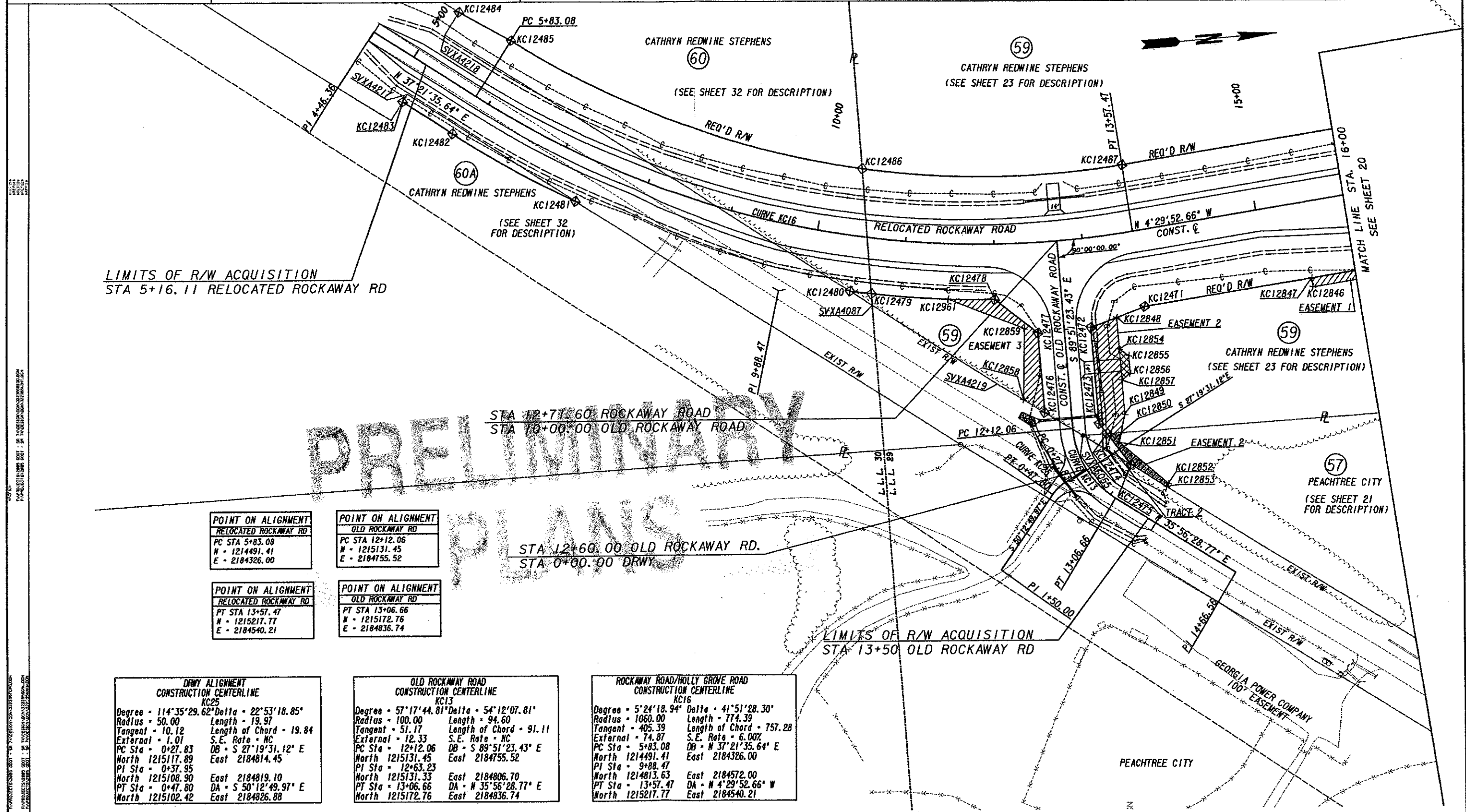
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE	REVISIONS	DATE	REVISIONS
3/14/07	PAR 59 RE-NUMBERED EASEMENTS		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-209-112
COUNTY: FAYETTE
LAND LOT NO: 29 & 30
LAND DISTRICT: 6
GMD: 495
DATE: 5/12/06 SH 34 OF 34



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS			1255 CANTON STREET, SUITE G ROSWELL, GEORGIA 30075 (678) 461-3511	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO: STP-209-1(2) COUNTY: FAYETTE LAND LOT NO: 18 & 29 LAND DISTRICT: 6 GMD 495 DATE 6/23/06 SH 20 OF 34
						3/14/07	REVISED AND REDRAWN FOR RE-ALIGNMENT			
						3/14/07	ADDED STATION AND OFFSET FOR SIGNS AT STATION 186+92 AND STATION 187+78			
						8/07/07	ADDED SIGN LABEL PAR 58			



POINT ON ALIGNMENT RELOCATED ROCKAWAY RD PC STA 5+83.08 N = 1214491.41 E = 2184326.00	POINT ON ALIGNMENT OLD ROCKAWAY RD PC STA 12+12.06 N = 1215131.45 E = 2184755.52
POINT ON ALIGNMENT RELOCATED ROCKAWAY RD PT STA 13+57.47 N = 1215217.77 E = 2184540.21	POINT ON ALIGNMENT OLD ROCKAWAY RD PT STA 13+06.66 N = 1215172.76 E = 2184836.74

DRY ALIGNMENT CONSTRUCTION CENTERLINE KC25	
Degree = 114°35'29.62" Delta = 22°53'18.85"	Radius = 50.00 Length = 19.97
Tangent = 10.12 Length of Chord = 19.84	External = 1.01 S.E. Rate = NC
PC Sta = 0+27.83 DB = S 27°19'31.12" E	North 1215117.89 East 2184814.45
PI Sta = 0+37.95	North 1215108.90 East 2184819.10
PT Sta = 0+47.80 DA = S 50°12'49.97" E	North 1215102.42 East 2184826.88

OLD ROCKAWAY ROAD CONSTRUCTION CENTERLINE KC13	
Degree = 57°17'44.81" Delta = 54°12'07.81"	Radius = 100.00 Length = 94.60
Tangent = 51.17 Length of Chord = 91.11	External = 12.33 S.E. Rate = NC
PC Sta = 12+12.06 DB = S 89°51'23.43" E	North 1215131.45 East 2184755.52
PI Sta = 12+63.23	North 1215131.33 East 2184806.70
PT Sta = 13+06.66 DA = N 35°56'28.77" E	North 1215172.76 East 2184836.74

ROCKAWAY ROAD/HOLLY GROVE ROAD CONSTRUCTION CENTERLINE KC16	
Degree = 5°24'18.94" Delta = 41°51'28.30"	Radius = 1060.00 Length = 774.39
Tangent = 405.39 Length of Chord = 757.28	External = 74.87 S.E. Rate = 6.00%
PC Sta = 5+83.08 DB = N 37°21'35.64" E	North 1214491.41 East 2184326.00
PI Sta = 9+88.47	North 1214813.63 East 2184572.00
PT Sta = 13+57.47 DA = N 4°29'52.66" W	North 1215217.77 East 2184540.21

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

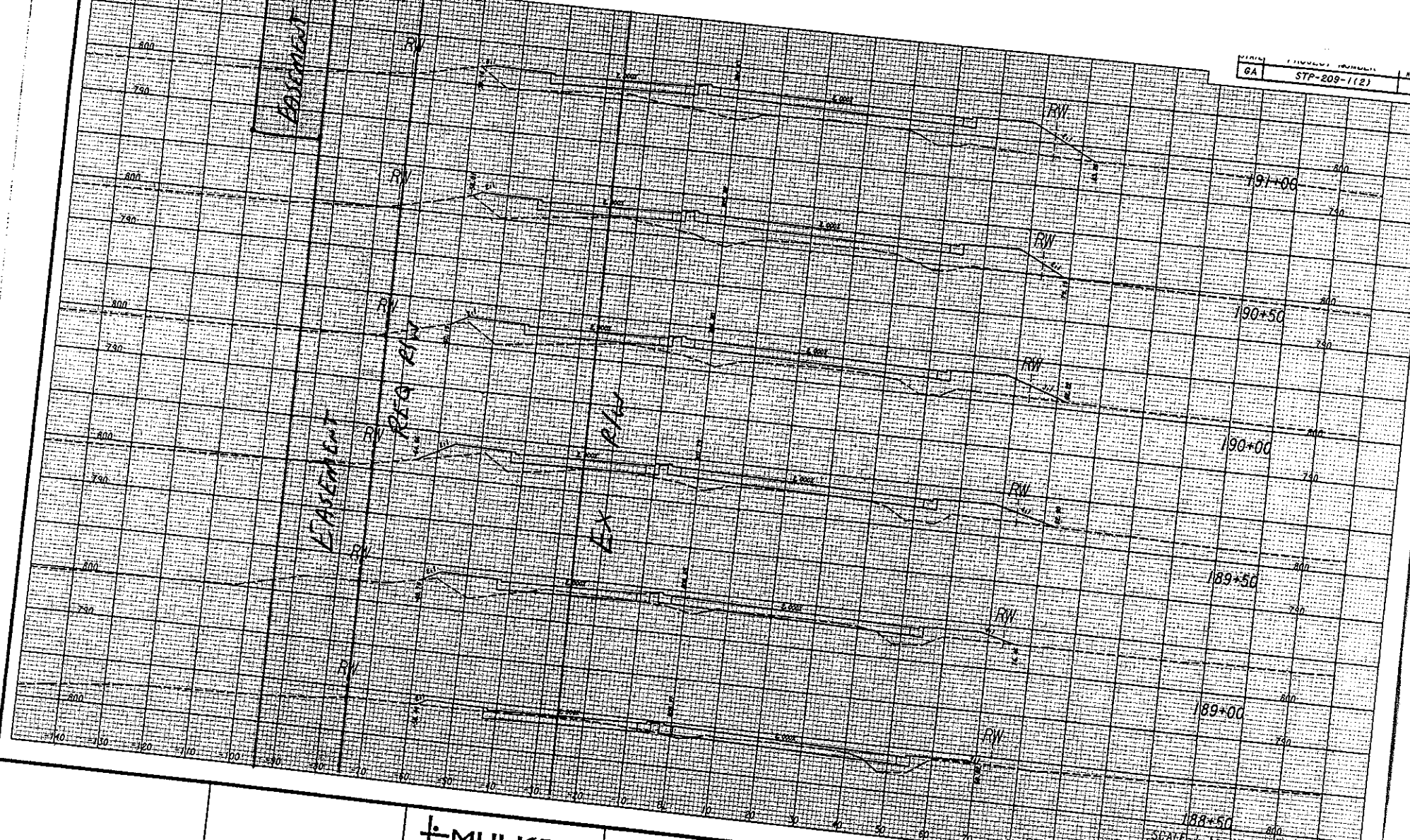
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE	REVISIONS	DATE	REVISIONS
3/14/07	PAR 59 RE-NUMBERED EASEMENTS		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO: 29 & 30
LAND DISTRICT: 6
GMD 495
DATE 5/12/06 SH 34 OF 34



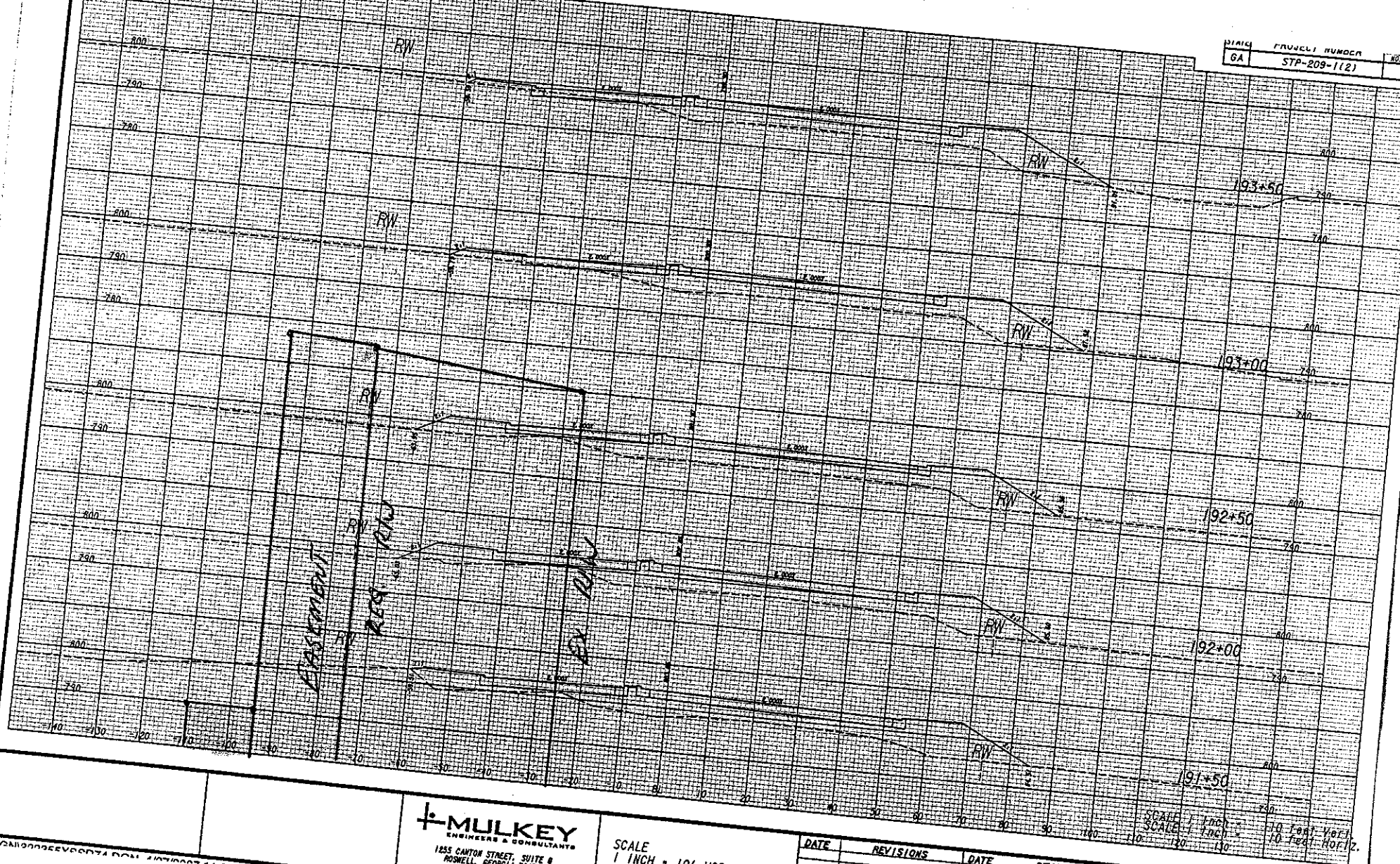
MULKEY
ENGINEERS & CONSULTANTS
1855 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-5511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(12)
COUNTY: FAYETTE
DATE:

DRAWING
NUMBER
23-37

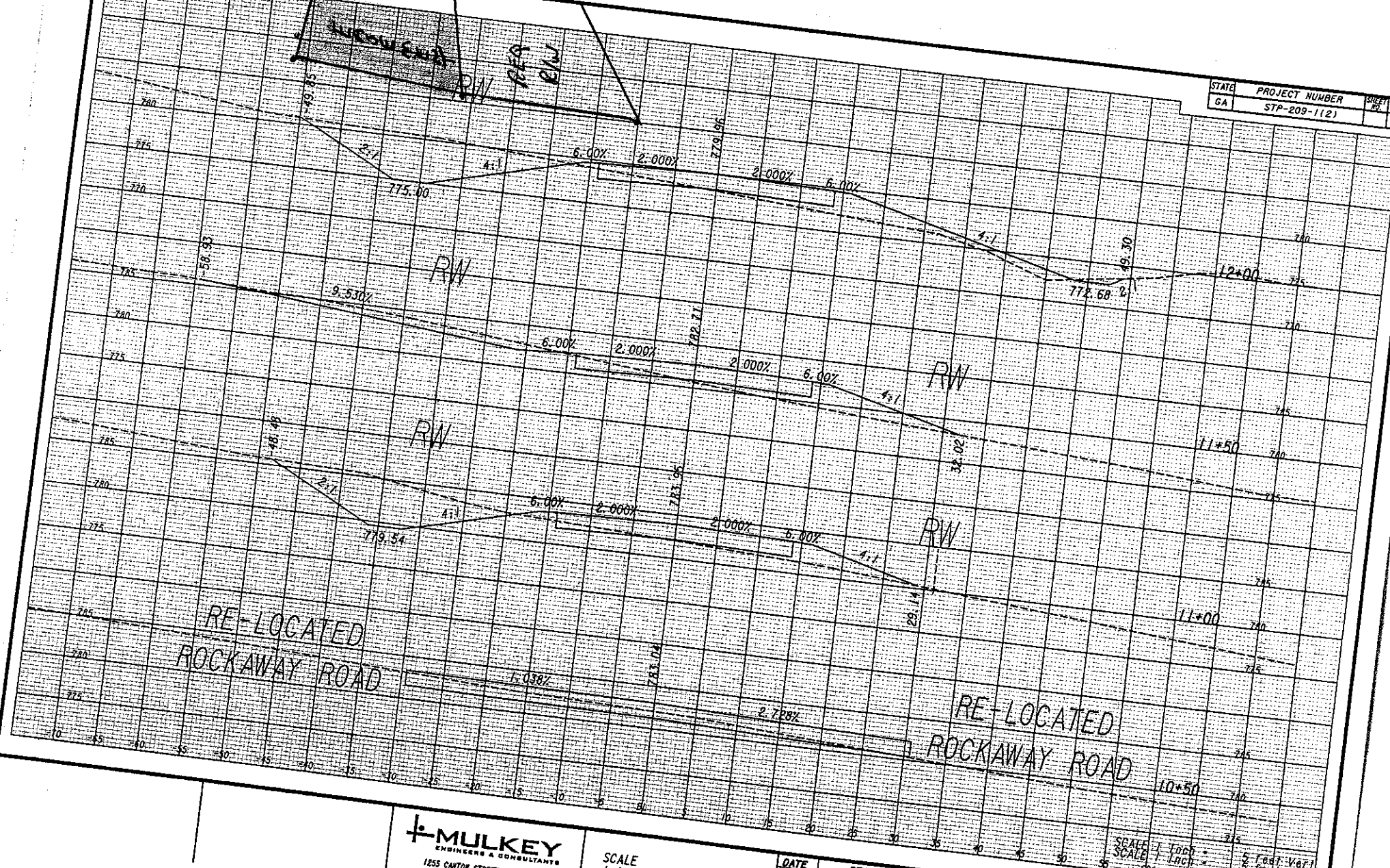


MULKEY
 ENGINEERS & CONSULTANTS
 1255 CANTON STREET, SUITE 8
 ROSWELL, GEORGIA 30075
 (404) 461-3511

SCALE
 1 INCH = 10' HORIZONTAL
 1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
 DEPARTMENT OF TRANSPORTATION
 MAINLINE CROSS SECTIONS
 PROJECT: STP-209-1(2)
 COUNTY: FAYETTE
 DATE:
 DRAWING NUMBER
 23-36



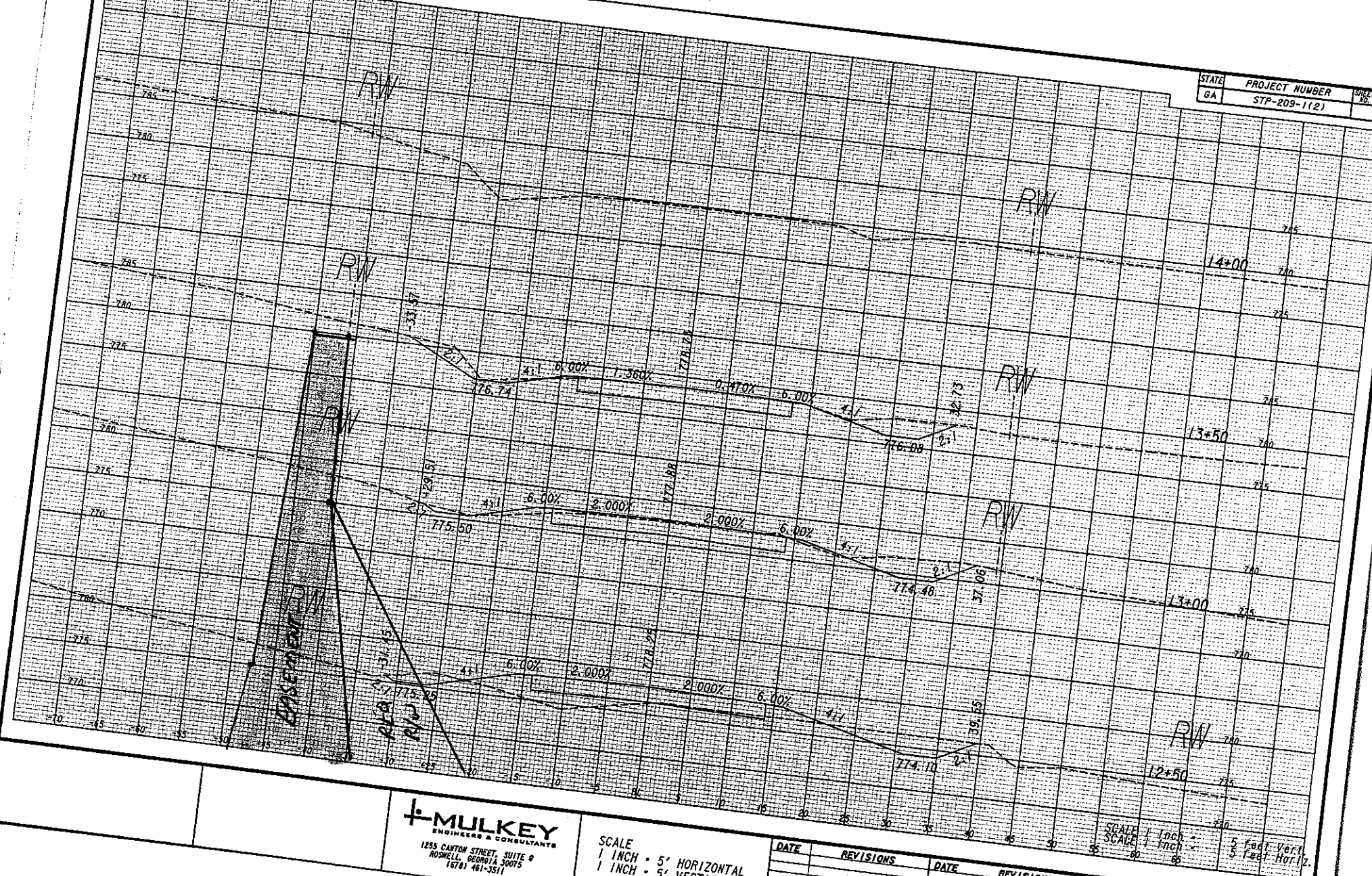
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 5' HORIZONTAL
1 INCH = 5' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
OLD ROCKAWAY RD. TIE-IN X-SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER
23-84

57
TRACT 2



MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

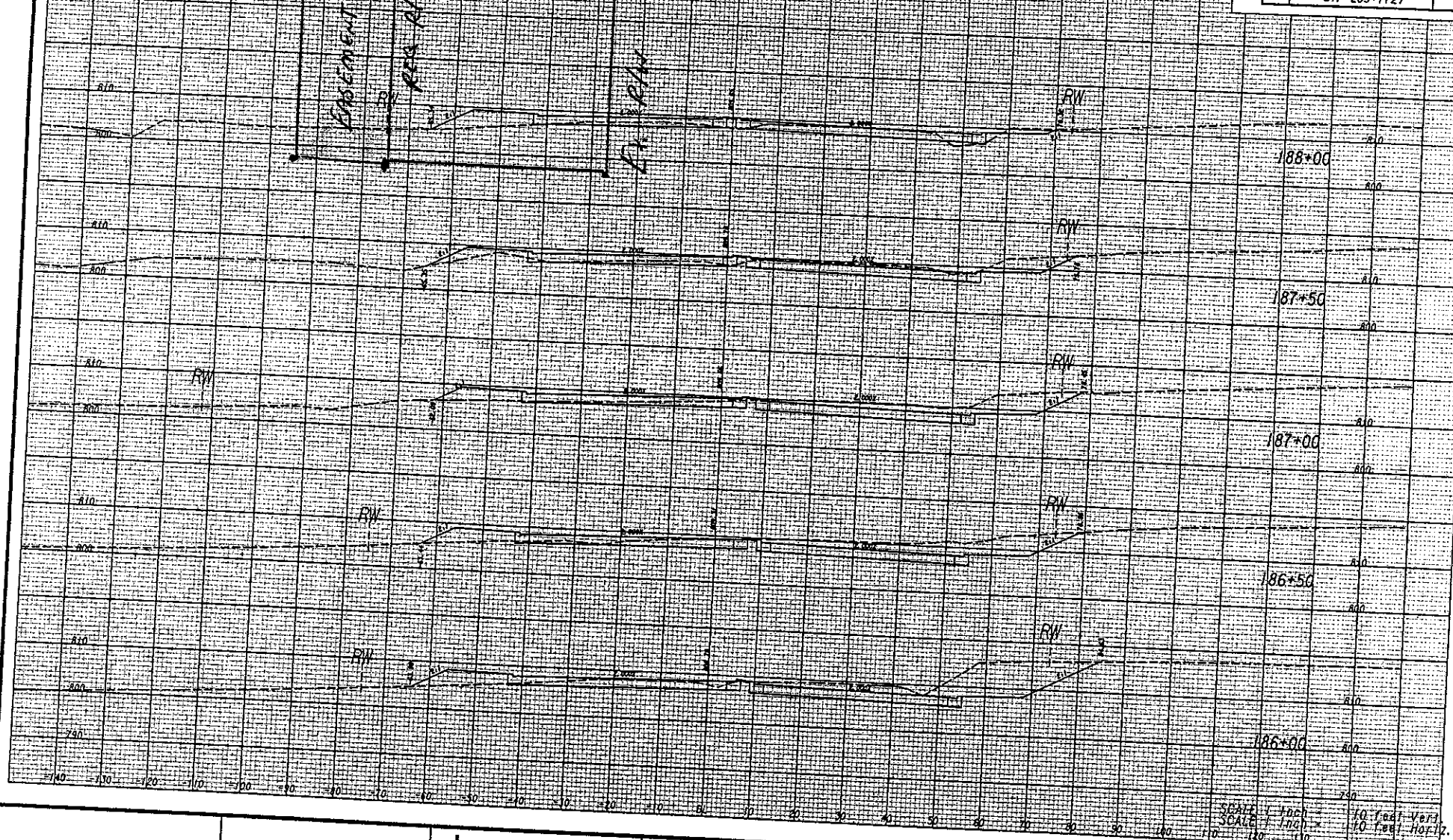
SCALE
1 INCH = 5' HORIZONTAL
1 INCH = 5' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
OLD ROCKAWAY RD. TIE-IN X-SECTIONS
PROJECT: STP-209-112
COUNTY: FAYETTE
DATE: 23-85

REPRODUCTION OF THIS DRAWING FOR ANY PURPOSE IS PROHIBITED

REVISIONS
DATE
BY



MULKEY
ENGINEERS & CONSULTANTS
1255 CARTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER
23-36

57
TRACT 1



HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR.,
CHIEF ENGINEER
(404) 656-5277

Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

August 30, 2007

Peachtree City
c/o Mr. David Borkowski
153 Willowbend Rd.
Fayetteville, Georgia 30269

RE: PROJECT: STP-209-1(2), FAYETTE COUNTY
P.I.#: 322355
PARCEL: 70

Dear Mr. Borkowski:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, N/A acres of your property in fee and 1,110.23 square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$38,646.00. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

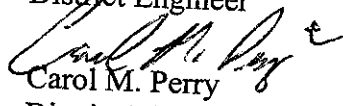
Our Right of Way Specialist, J.D. Stallings at (706) 646-6978 is representing the Department, is authorized to explain this and to discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way. **Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

By:


Carol M. Perry

District Rights-of-Way Team Manager

Attachment(s)

STATEMENT OF ESTIMATED VALUES

Project: STP-209-1(2)

County: Fayette

Parcel: 70

Owner(s): Peachtree City

Address: 153 Willowbend Rd., Fayetteville, Georgia 30269

Property Location: S.R. 74

	FAIR MARKET VALUE REQUIRED	FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS
Estimated Value of Land and Improvements and/or Easement if applicable:	\$ 600.00	\$
Estimated Value of all consequential or severance damages	\$ 38,046.00	\$
Estimated Value of Certain Remnant(s):	\$	\$
Total Estimated Fair Market Value	\$ 38,646.00	\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project)

Division of Interests:

NAME	KIND OF INTEREST	ESTIMATED VALUE
Peachtree City	Fee	\$ 38,646.00
		\$
		\$
Total Estimated Fair Market Value:		\$ 38,646.00

If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$N/A ; (Retention Value)

and/or

(b) Require a Performance Bond of \$ N/A

Total Withheld at Closing \$ N/A

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 8/30/2007

PREPARED BY J. D. Stallings

J. D. Stallings
Staff Negotiator

ROW-515-A (Federal Aid) Revised: 10/94

DEPARTMENT OF TRANSPORTATION

OPTION FOR RIGHT OF WAY

GEORGIA, FAYETTE COUNTY
P.I.#: 322355
SSN#:

Received of Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$ 38,646.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **Widening of SR 74 to south of Crosstown Dr.** being Parcel 66 consisting of N/A acres in fee and 1,110.23 square feet of easement on Georgia Highway Project Number STP-209-1(2).

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of \$N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, regulations of building codes applicable to demolition or removal of buildings in N/A, Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No. 70

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during, or after the initial installation.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number STP-209-1(2)

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this _____ day of _____, 20_____.

Signed, Sealed and Delivered
in the presence of:

_____(L.S.)

_____(L.S.)
Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)

6/9/2007
USER:inguyen

KP014
_PENTBL

F:\Projects\2005\0007 - SR 74\Design\DWG\2005SR74.dgn
COWPL

STATE: GA Project Number: STP-209-1(2) SHEET NO.: 24 TOTAL SHEETS: 34

POINT ON ALIGNMENT SR 74	POINT ON ALIGNMENT SR 74
PC STA 214+02.57 N = 1215710.88 E = 2182615.57	PT STA 223+19.94 N = 1215961.25 E = 2181762.57

WATER TREATMENT PLANT DRIVEWAY CONSTRUCTION CENTERLINE KC17	
Degree = 28°30'52.40" Delta = 8°44'34.30"	Length = 30.52
Radius = 200.00	Length of Chord = 30.49
Tangent = 15.29	S.E. Data = RC
External = 0.58	OB = N 39°47'14.55" E
PC Sta = 0+50.67	East = 2181850.25
North = 1215743.29	East = 2181850.25
PI Sta = 1+05.96	
North = 1215797.04	East = 2181860.03
PT Sta = 1+21.19	DA = N 31°02'40.25" E
North = 1215916.14	East = 2181861.92

SR 74 ALIGNMENT CONSTRUCTION CENTERLINE KC17	
Degree = 4°48'53.18" Delta = 44°10'09.52"	Length = 917.37
Radius = 1190.00	Length of Chord = 894.82
Tangent = 462.84	S.E. Data = S. 002
External = 94.22	OB = S 85°30'07.34" W
PC Sta = 214+02.57	East = 2182615.57
North = 1215710.88	East = 2182615.57
PI Sta = 215+05.41	
North = 1215673.02	East = 2182134.22
PT Sta = 223+19.94	DA = N 50°19'43.14" W
North = 1215961.25	East = 2181762.57

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE	REVISIONS
3/14/07	PAR 67, 69, 70 REVISED EASEMENTS
8/07/07	REVISED NAME PAR 67 & 69
8/07/07	ADDED SIGN LABEL PAR 67 & 68

DATE REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO.: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO.: 29 & 33
LAND DISTRICT: 6
CWO: 495
DATE 5/12/06 SH 24 OF 34

8/3/2007
USER: jinguyen

WPPH
PENTOL

F:\Projects\2005\0007 - SR 74\Design\06\132355\0626.dgn
GIMPLA

STATE	Project Number	SHEET NO.	TOTAL SHEETS
GA	STP-209-112	26	34

POINT ON ALIGNMENT	POINT ON ALIGNMENT
SR 74	SR 74
STA 230+00	PC STA 235+50.57
N = 1216415.39	N = 1216766.86
E = 2161236.12	E = 2160615.34

SOCCER FIELD

SEE SHEET 24
MATCH LINE STA. 225+00

SEE SHEET 28
MATCH LINE STA. 239+00

(66)
GIMME SHELTER, INC.
(SEE SHEET 25
FOR DESCRIPTION)

(70)
THE CITY OF
PEACHTREE CITY
(SEE SHEET 25 FOR DESCRIPTION)

STA 230+33.83 M.L.
STA 1+50.00 DRWY

(71)
GROVER P. KNEECE
(SEE SHEET 27 FOR DESCRIPTION)

(72)
PEACHTREE CITY HOLDINGS
(SEE SHEET 27 FOR DESCRIPTION)

SR 74 ALIGNMENT CONSTRUCTION CENTERLINE	
Delta = 4°30'00.00"	Delta = 20°52'18.24"
Radius = 1273.24	Length = 463.82
Tangent = 234.51	Length of Chord = 461.26
External = 21.42	S.E. Rate = 4.90%
PC Sta = 235+50.57	DS = N 50°19'43.14" W
North 1216766.86	East 2160615.34
PI Sta = 237+85.08	
North 1216916.57	East 2160634.83
PT Sta = 240+14.38	DA = N 23°21'24.90" W
North 1217120.76	East 2160916.51

SOCCER PARK ENTRANCE ALIGNMENT CONSTRUCTION CENTERLINE	
Delta = 22°48'06.91"	Delta = 23°14'10.70"
Radius = 251.21	Length = 101.90
Tangent = 51.66	Length of Chord = 101.21
External = 5.26	S.E. Rate = 4.90%
PC Sta = 0+00.00	DS = N 12°47'13.23" E
North 1216305.92	East 2161142.90
PI Sta = 0+51.66	
North 1216356.30	East 2161154.41
PT Sta = 1+01.90	DA = N 36°01'23.93" E
North 1216398.08	East 2161184.79

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

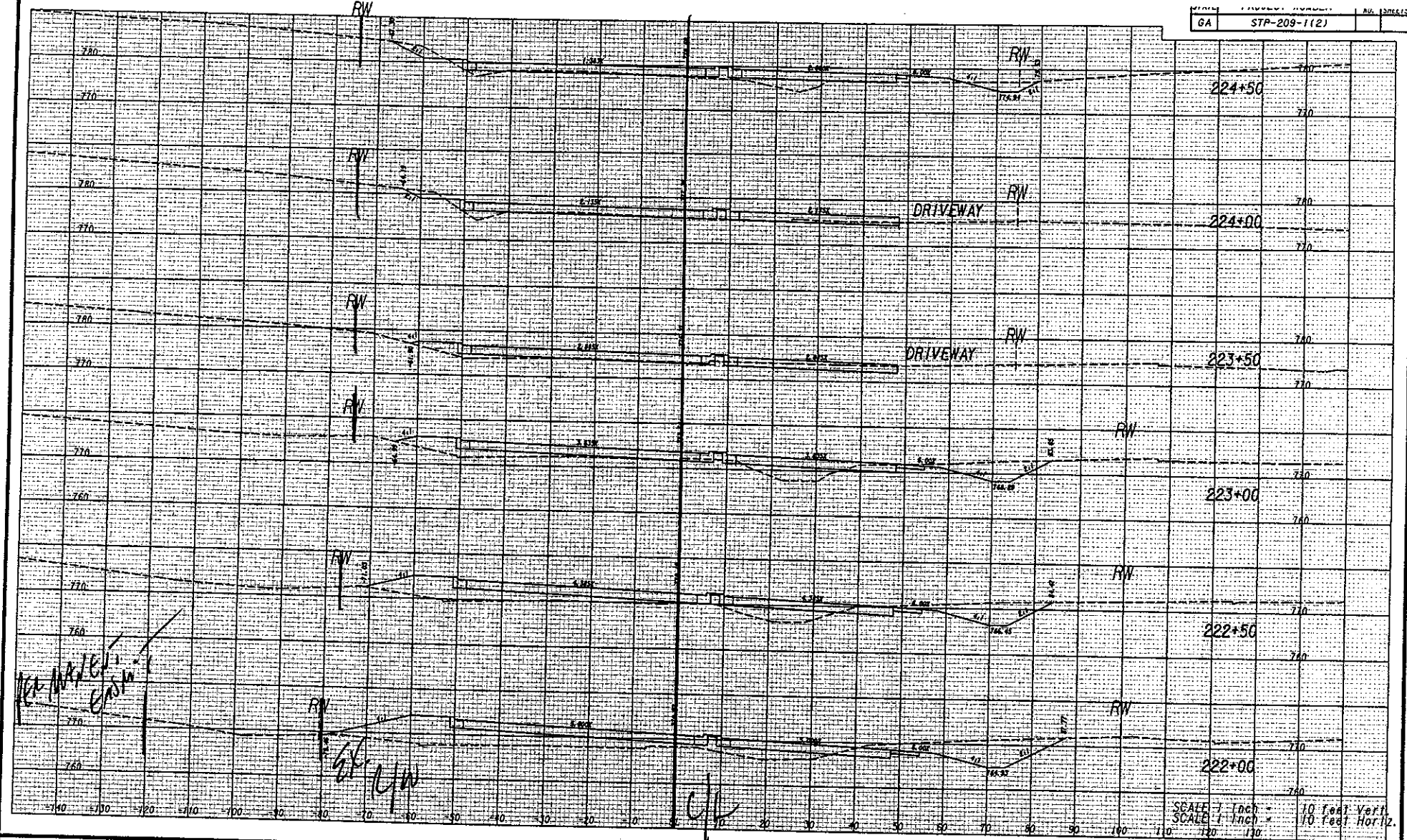


MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

DATE	REVISIONS
3/14/07	PAR TO REVISED EASEMENTS
8/07/07	ADDED SIGN LABEL PAR 70

DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO. STP-209-112
COUNTY: FAYETTE
LAND LOT NO: 33
LAND DISTRICT: 6
GMD 495
DATE 5/12/06 SH 26 OF 34



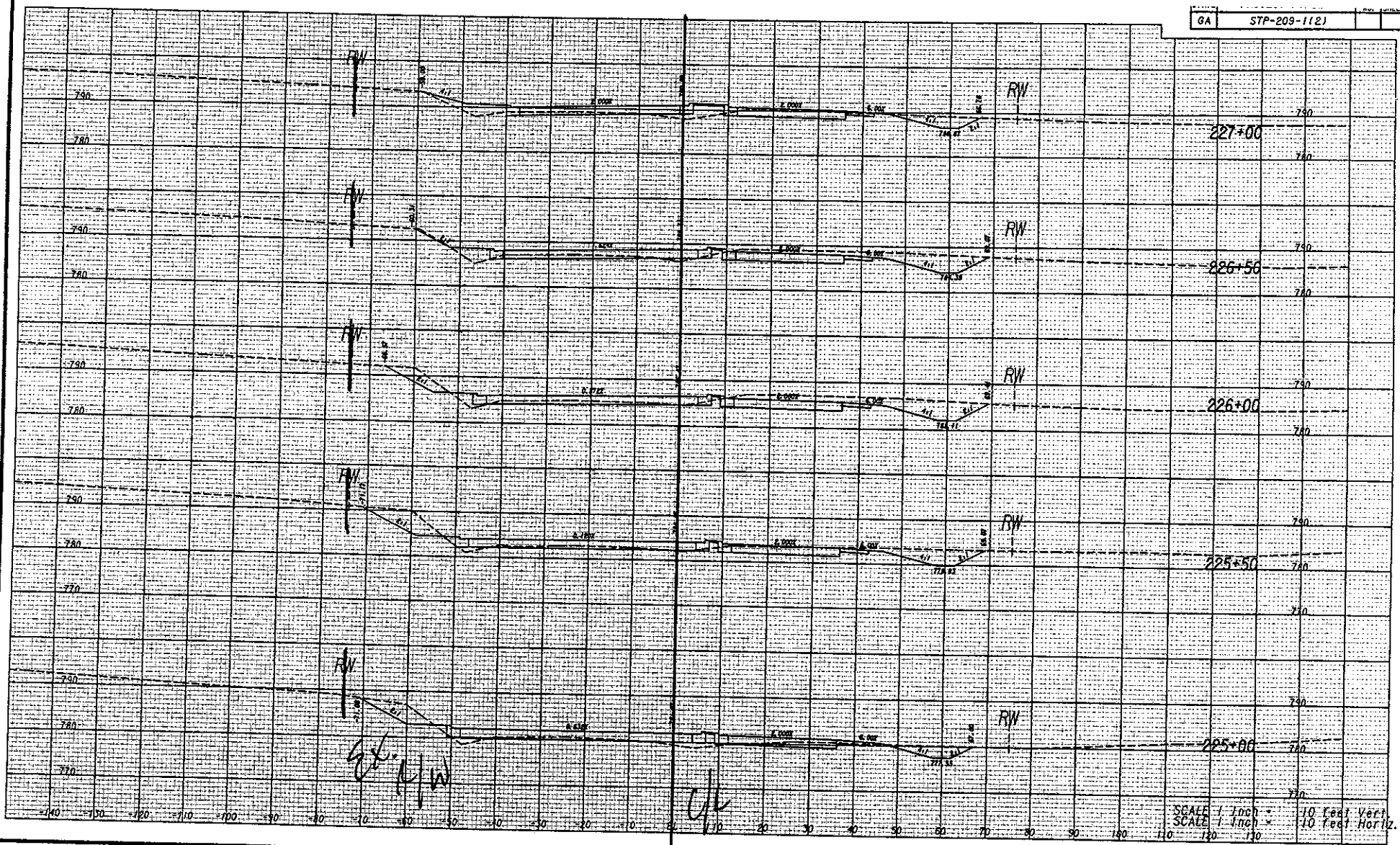
MULKEY
 ENGINEERS & CONSULTANTS
 1255 CANTON STREET, SUITE 6
 ROSWELL, GEORGIA 30075
 (404) 461-3511

SCALE
 1 INCH = 10' HORIZONTAL
 1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
 DEPARTMENT OF TRANSPORTATION
 MAINLINE CROSS SECTIONS
 PROJECT: STP-209-1(2)
 COUNTY: FAYETTE
 DATE:
 DRAWING NUMBER: 23-51

PANEL 70



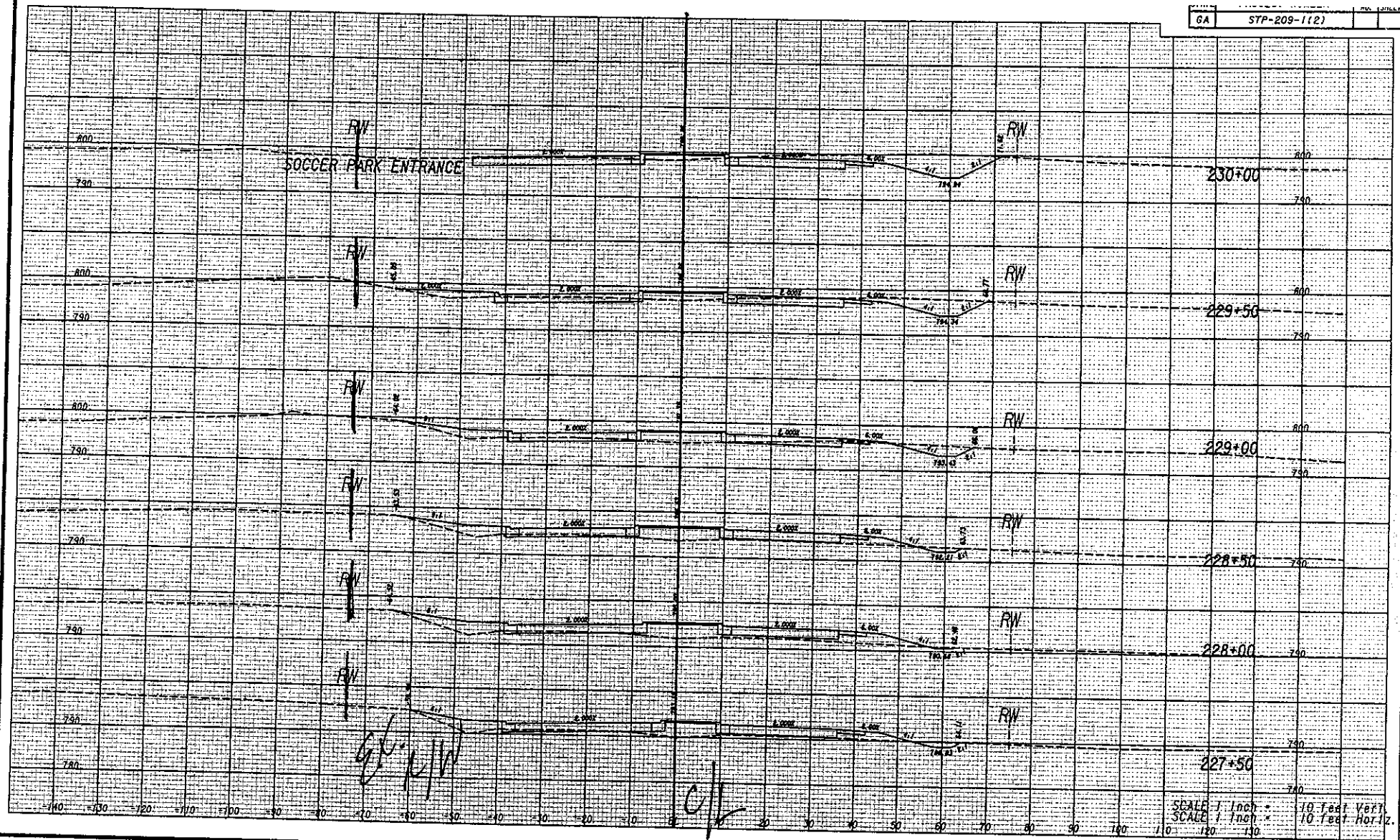
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 9
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER: 23-52

PARCEL 70



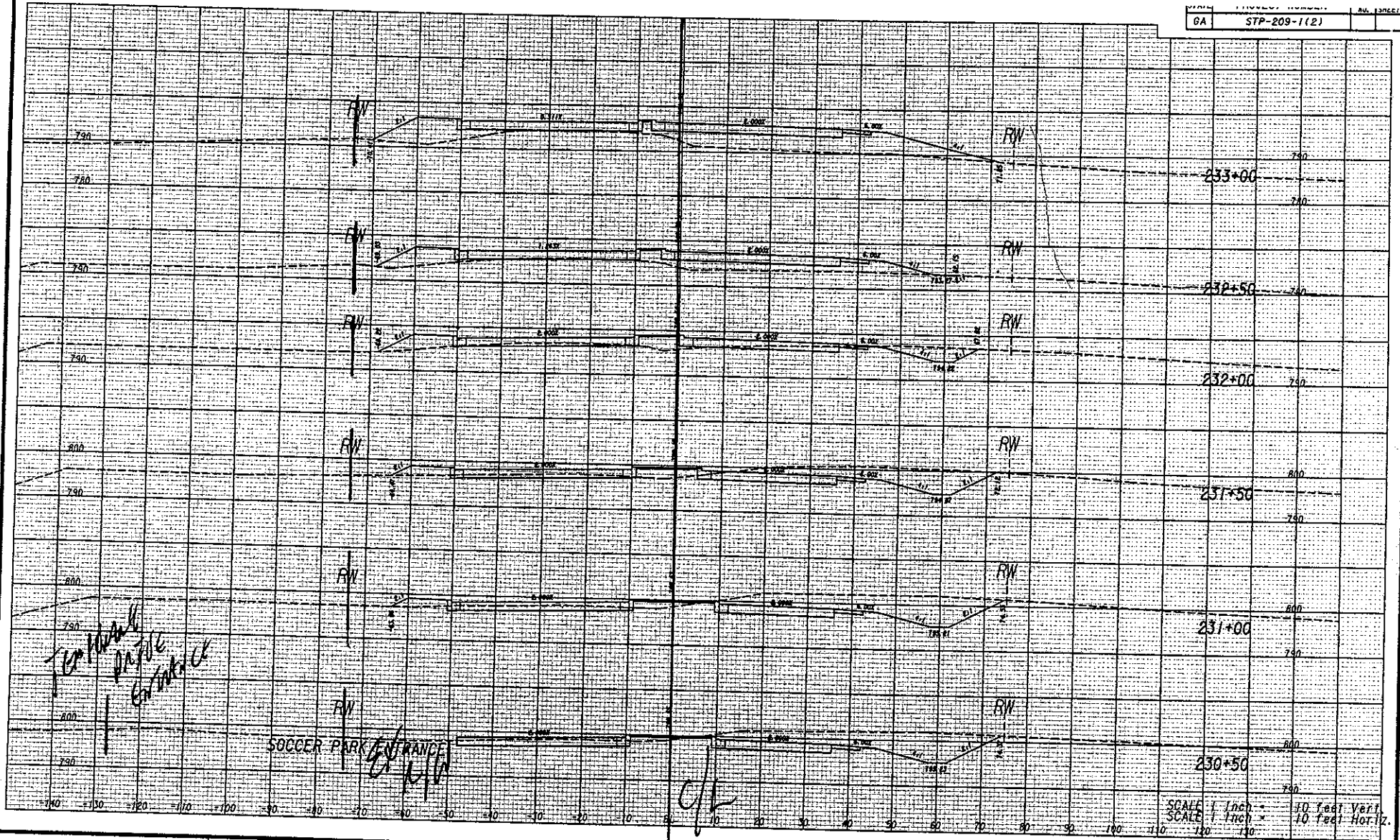
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER 23-53

PANEL 70



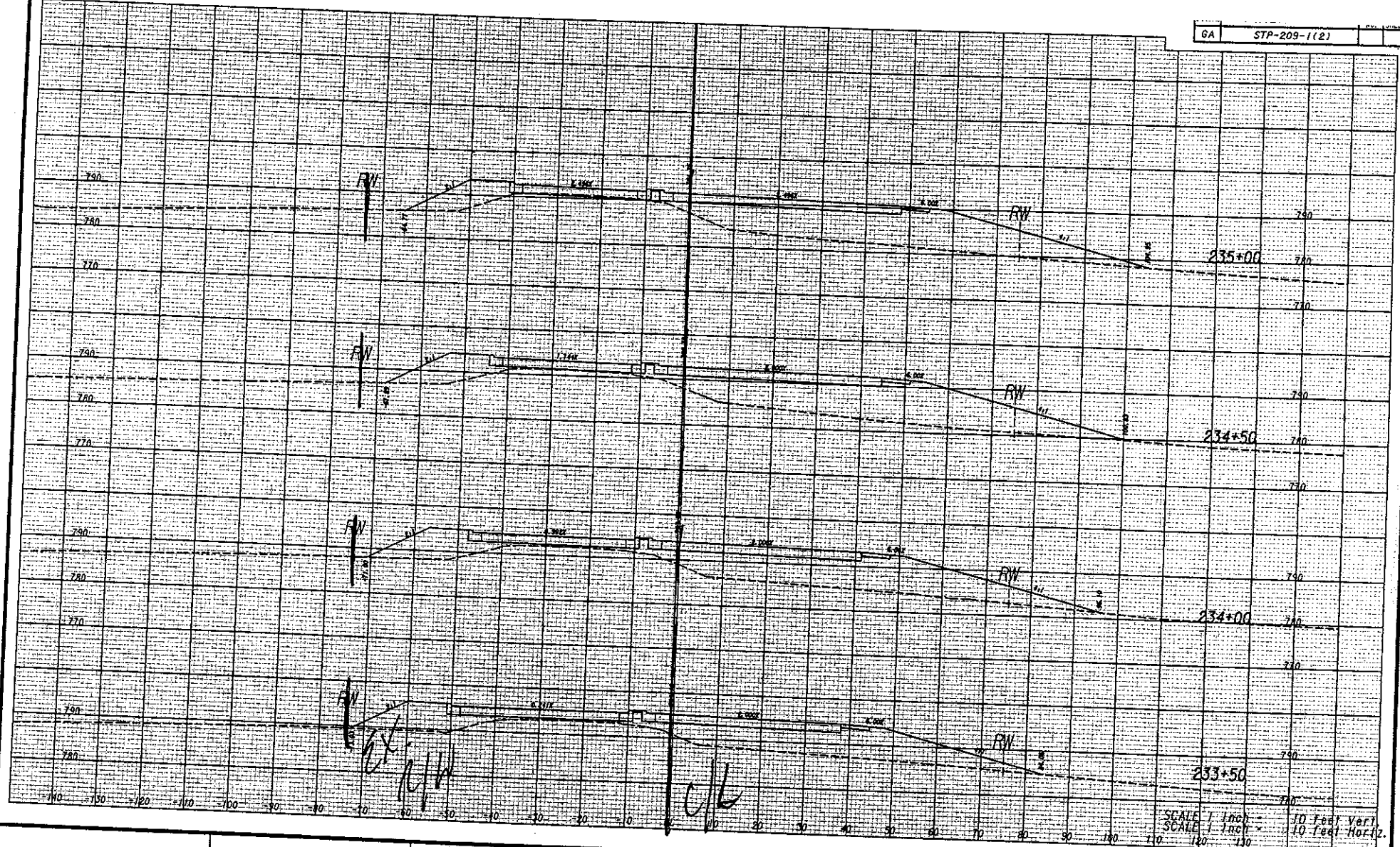
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 9
ROCKWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(12)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-54

PANEL 70



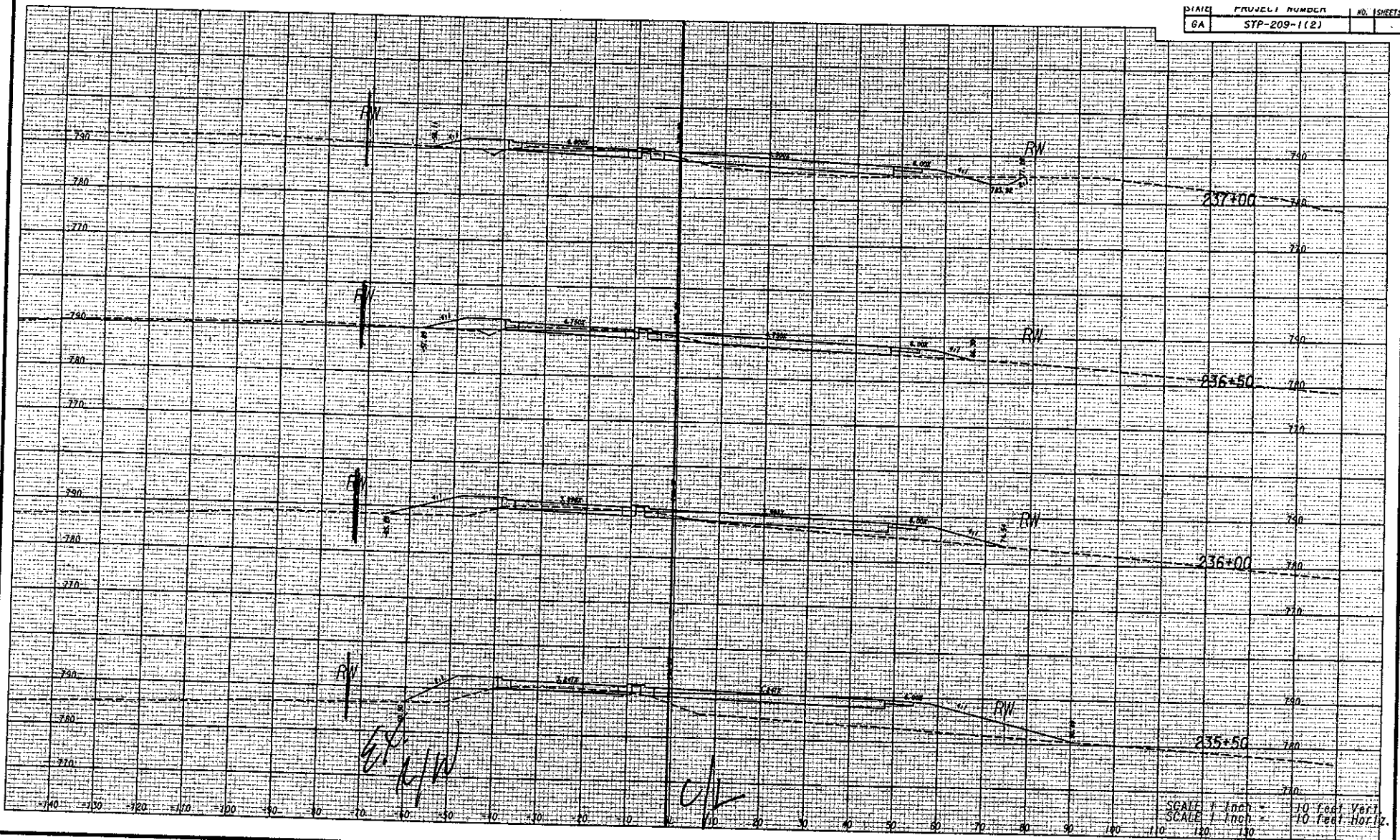
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER 23-55

Panel 70



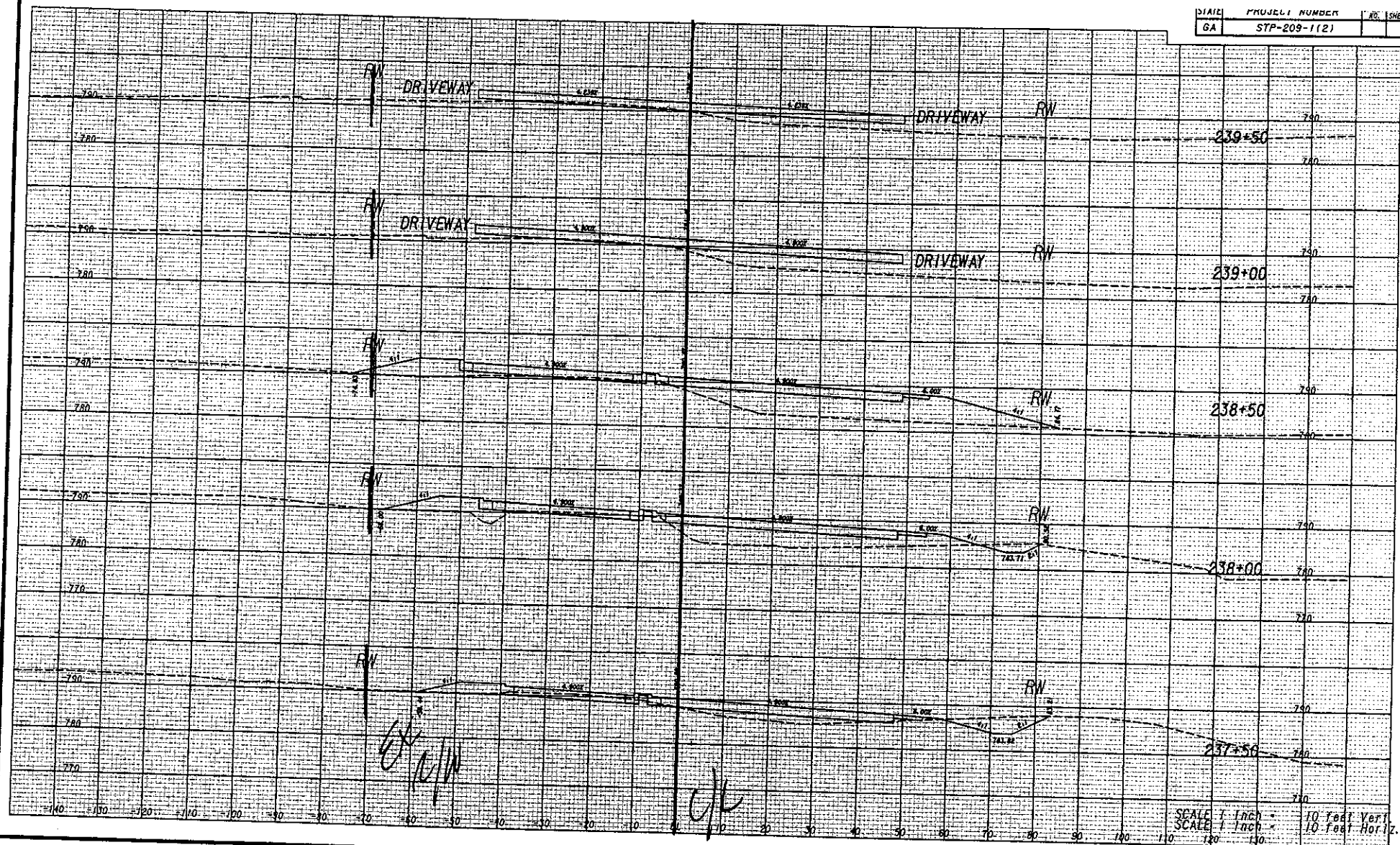
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3311

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-56

PARCEL 70



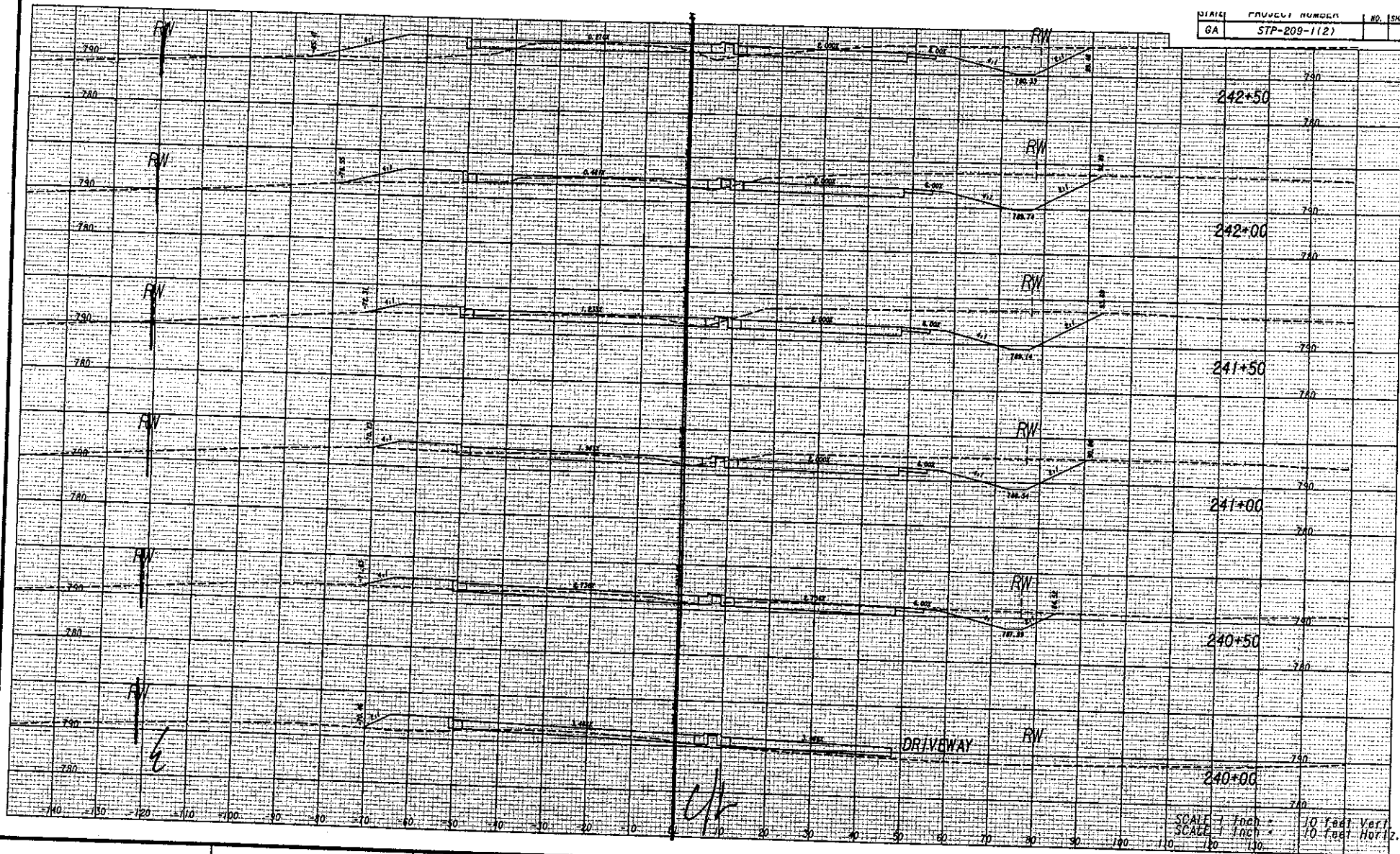
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-57

PARCEL 70



MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

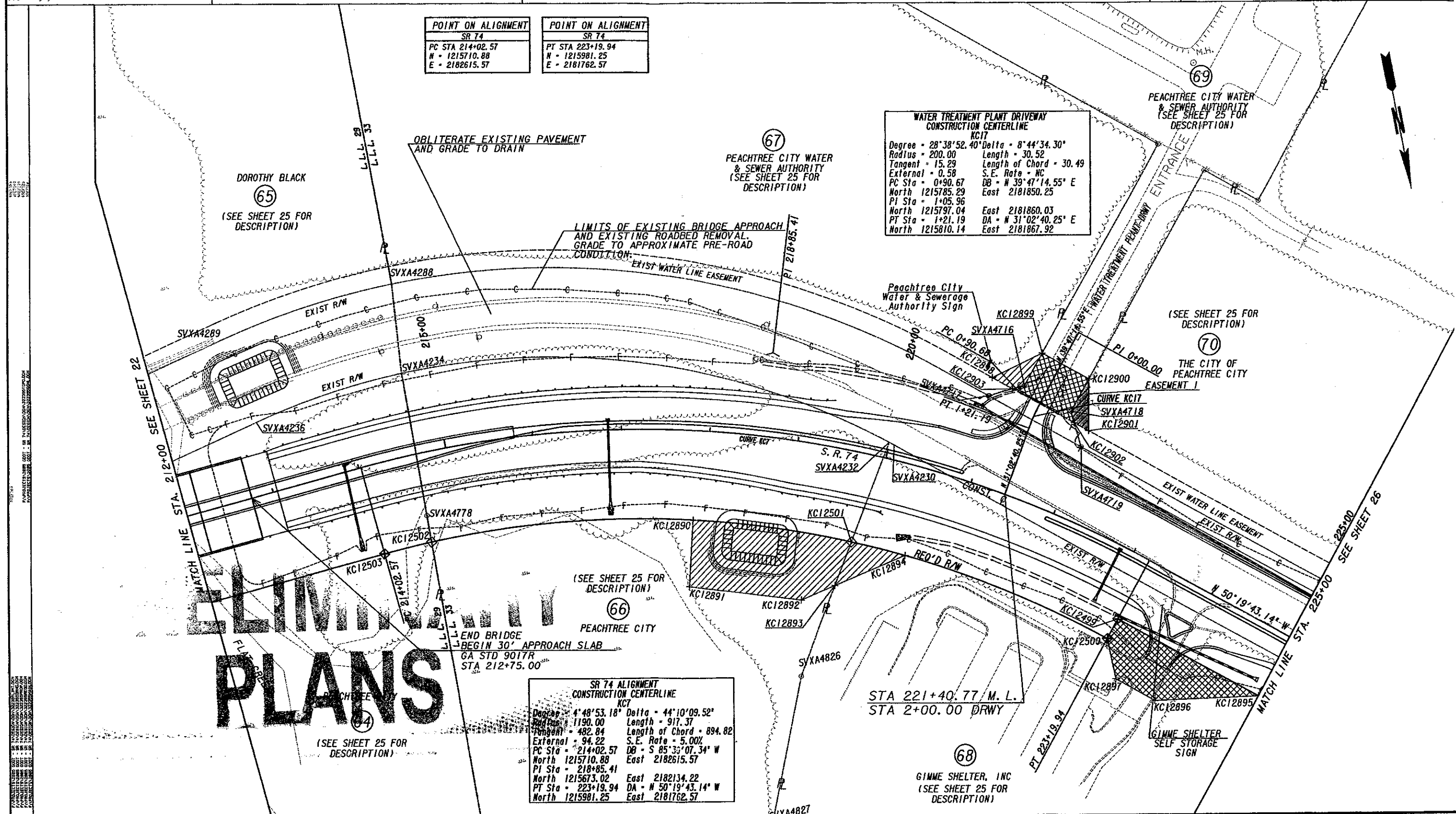
DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER: 23-58

PANEL 70

STATE	Project Number	SHEET NO.	TOTAL SHEET
GA	STP-209-1(2)	24	34

POINT ON ALIGNMENT	POINT ON ALIGNMENT
SR 74	SR 74
PC STA 214+02.57	PT STA 223+19.94
N = 1215710.88	N = 1215981.25
E = 2182615.57	E = 2181762.57



PROPERTY AND EXISTING R/W LINE ——— P ———
 REQUIRED R/W LINE ——— ———
 CONSTRUCTION LIMITS ——— C ———
 EASEMENT FOR CONSTR ——— F ———
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS ————
REQ'D R/W & LIMIT OF ACCESS ————

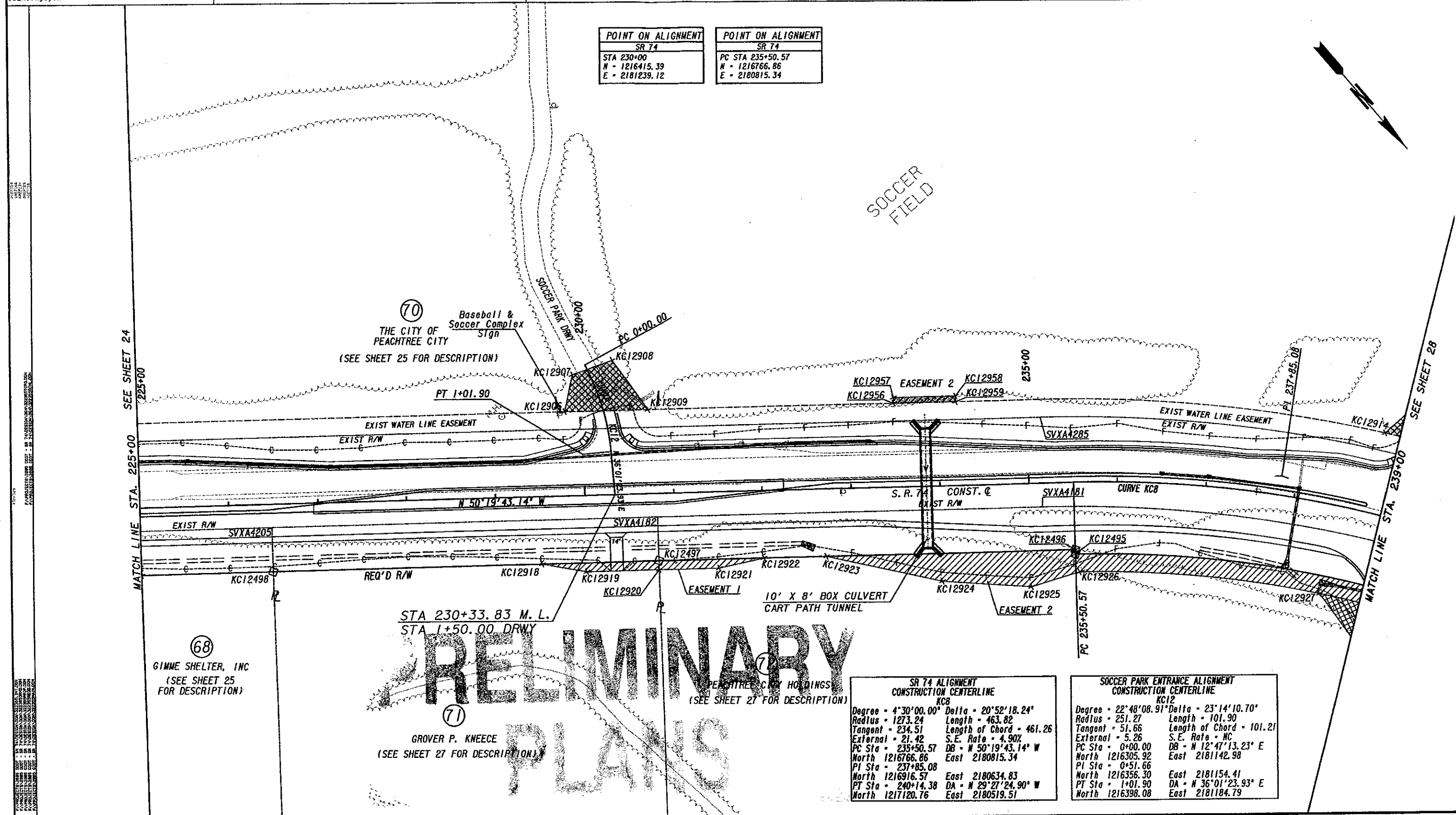
SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE	REVISIONS
3/14/07	PAR 67, 69, 70 REVISED EASEMENTS
8/07/07	REVISED NAME PAR 67 & 69
8/07/07	ADDED SIGN LABEL PAR 67 & 68

[illegible]

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO: 29 & 33
LAND DISTRICT: 6
GMD 495
DATE 5/12/06 SH 24 OF 34



POINT ON ALIGNMENT	POINT ON ALIGNMENT
SR 74	SR 74
STA 230+00	PC STA 235+50.57
N = 1216415.39	N = 1216766.86
E = 2181239.12	E = 2180815.34

SR 74 ALIGNMENT CONSTRUCTION CENTERLINE KCB	
Degree = 4°30'00.00"	Delta = 20°52'18.24"
Radius = 1273.24	Length = 463.82
Tangent = 234.51	Length of Chord = 461.26
External = 21.42	S.E. Rate = 4.90%
PC Sta = 235+50.57	DB = N 50°19'43.14" W
North 1216766.86	East 2180815.34
PI Sta = 237+85.08	
North 1216916.57	East 2180634.83
PT Sta = 240+14.38	DA = N 29°27'24.90" W
North 1217120.76	East 2180519.51

SOCCER PARK ENTRANCE ALIGNMENT CONSTRUCTION CENTERLINE KC12	
Degree = 22°48'08.91"	Delta = 23°14'10.70"
Radius = 251.27	Length = 101.90
Tangent = 51.66	Length of Chord = 101.21
External = 5.26	S.E. Rate = NC
PC Sta = 0+00.00	DB = N 12°47'13.23" E
North 1216305.92	East 2181142.98
PI Sta = 0+51.66	
North 1216356.30	East 2181154.41
PT Sta = 1+01.90	DA = N 36°01'23.93" E
North 1216398.08	East 2181184.79

PROPERTY AND EXISTING R/W LINE	— E —
REQUIRED R/W LINE	— C — F —
CONSTRUCTION LIMITS	— C — F —
EASEMENT FOR CONSTR	— H — H —
& MAINTENANCE OF SLOPES	— H — H —
EASEMENT FOR CONSTR OF SLOPES	— H — H —
EASEMENT FOR CONSTR OF DRIVES	— H — H —

BEGIN LIMIT OF ACCESS.....BLA	—
END LIMIT OF ACCESS.....ELA	—
LIMIT OF ACCESS	—
REQ'D R/W & LIMIT OF ACCESS	—

SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

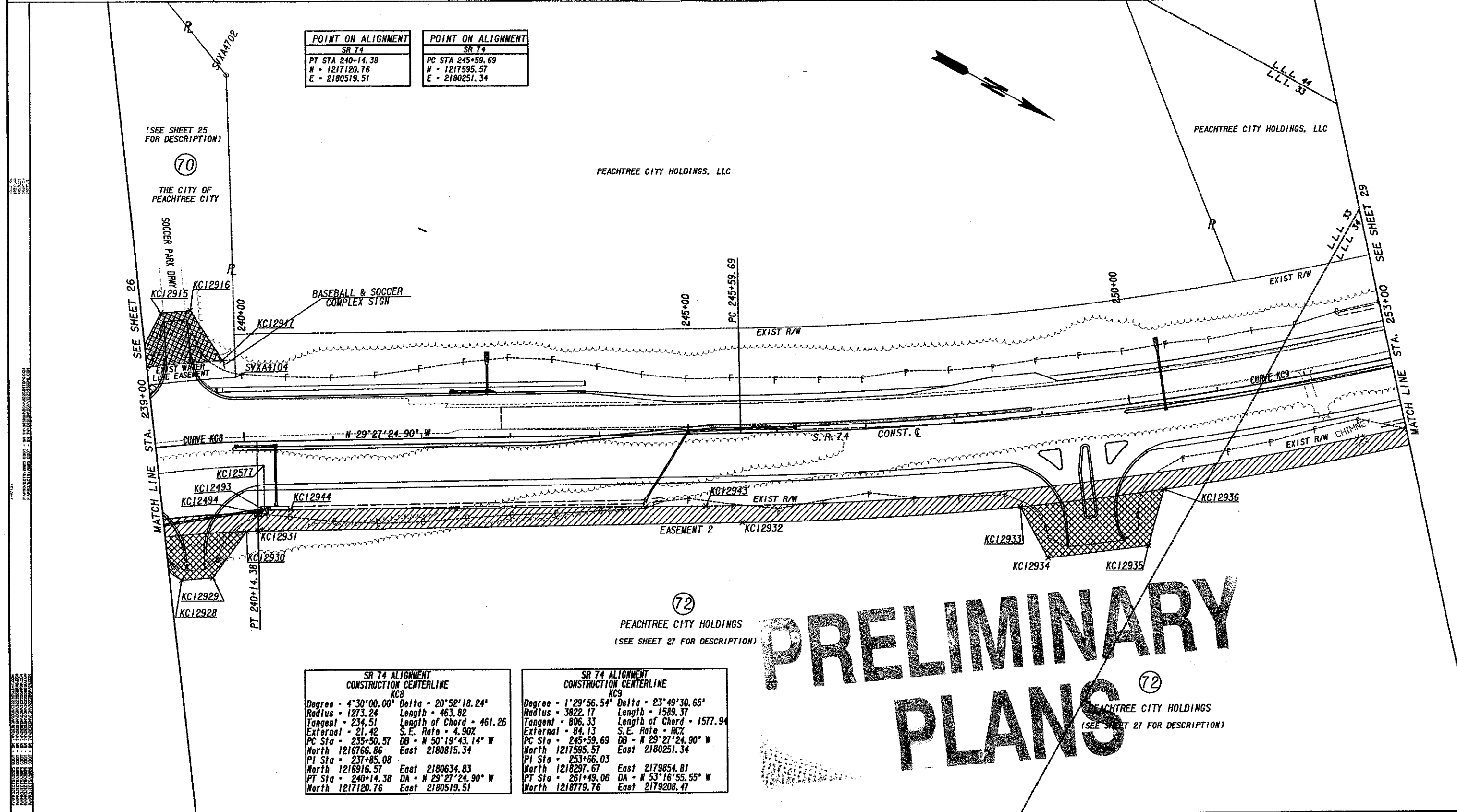
DATE	REVISIONS
3/14/07	PAR 70 REVISED EASEMENTS
8/07/07	ADDED SIGN LABEL PAR 70

DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO: 33
LAND DISTRICT: 6
GMD 495
DATE 5/12/06 SH 26 OF 34





Department of Transportation

State of Georgia

#2 Capitol Square, S.W.

Atlanta, Georgia 30334-1002

HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR.,
CHIEF ENGINEER
(404) 656-5277

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

August 30, 2007

Peachtree City
c/o Mr. David Borkowski
153 Willowbend Rd.
Fayetteville, Georgia 30269

RE: PROJECT: STP-209-1(2), FAYETTE COUNTY
P.I.#: 322355
PARCEL: 66

Dear Mr. Borkowski:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, 2.000 acres of your property in fee and 12,541.70 square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$14,500.00. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

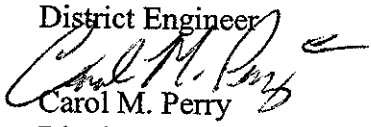
Our Right of Way Specialist, J.D. Stallings at (706) 646-6978 is representing the Department, is authorized to explain this and to discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way. **Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

By:


Carol M. Perry

District Rights-of-Way Team Manager

Attachment(s)

STATEMENT OF ESTIMATED VALUES

Project: **STP-209-1(2)**

County: **Fayette**

Parcel: **66**

Owner(s): **Peachtree City**

Address: **153 Willowbend Rd., Fayetteville, Georgia 30269**

Property Location: **S.R. 74**

	<u>FAIR MARKET VALUE REQUIRED</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
Estimated Value of Land and Improvements and/or Easement if applicable:	\$ 14,500.00	\$
Estimated Value of all consequential or severance damages	\$	\$
Estimated Value of Certain Remnant(s):	\$	\$
Total Estimated Fair Market Value	\$ 14,500.00	\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project)

Division of Interests:

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Peachtree City	Fee	\$ 14,500.00
		\$
		\$
Total Estimated Fair Market Value:		\$ 14,500.00

If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing **\$N/A** ; (Retention Value) **and/or**

(b) Require a Performance Bond of **\$N/A** Total Withheld at Closing **\$N/A**

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: **8/30/2007**

PREPARED BY **J. D. Stallings**


Staff Negotiator

ROW-515-A (Federal Aid) Revised: 10/94

DEPARTMENT OF TRANSPORTATION

OPTION FOR RIGHT OF WAY

GEORGIA, FAYETTE COUNTY
P.I.#: 322355
SSN#:

Received of Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within **60** days after date hereof pay me the sum of \$ **14,500.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **Widening of SR 74 to south of Crosstown Dr. being Parcel 66** consisting of **2.000** acres in fee and **12,541.70** square feet of easement on Georgia Highway Project Number **STP-209-1(2)**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of \$N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within **30** calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, regulations of building codes applicable to demolition or removal of buildings in N/A, Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No. 66

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during, or after the initial installation.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number STP-209-1(2)

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this _____ day of _____, 20_____.

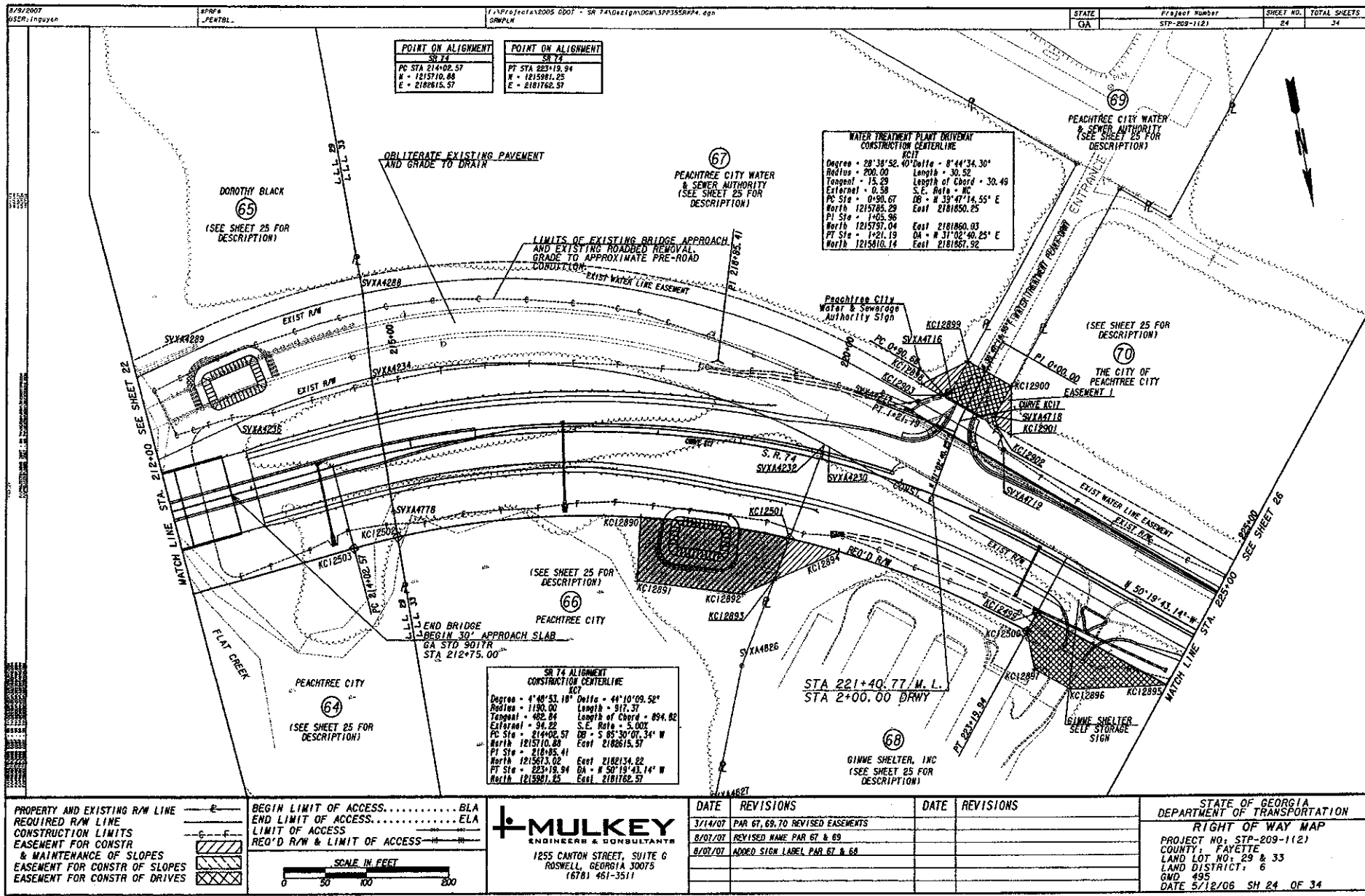
Signed, Sealed and Delivered
in the presence of:

_____(L.S.)

_____(L.S.)
Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)



POINT ON ALIGNMENT	POINT ON ALIGNMENT
SR 74	SR 74
PC STA 214+00.57	PT STA 223+19.94
N = 1215710.86	N = 1215981.25
E = 2182615.57	E = 2181762.57

WATER TREATMENT PLANT DRIVEWAY CONSTRUCTION CENTERLINE	
KC17	
Degree = 29°34'52.40"	Delta = 0°44'34.30"
Radius = 200.00	Length = 30.52
Tangent = 15.29	Length of Chord = 30.49
External = 0.58	S.E. Data = NC
PC Sta = 0+50.67	DB = N 39°47'14.55" E
North 1215785.29	East 2181850.25
PT Sta = 1+05.96	
North 1215797.04	East 2181860.03
PT Sta = 1+21.19	DB = N 31°02'40.25" E
North 1215810.14	East 2181867.92

SR 74 ALIGNMENT CONSTRUCTION CENTERLINE	
KC7	
Degree = 4°48'53.18"	Delta = 44°10'09.52"
Radius = 1190.00	Length = 917.57
Tangent = 482.84	Length of Chord = 894.82
External = 94.22	S.E. Data = 5.00X
PC Sta = 214+00.57	DB = S 85°30'07.34" W
North 1215710.86	East 2182615.57
PT Sta = 218+85.41	
North 1215873.02	East 2182134.22
PT Sta = 223+19.94	DB = N 50°19'43.14" W
North 1215981.25	East 2181762.57

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

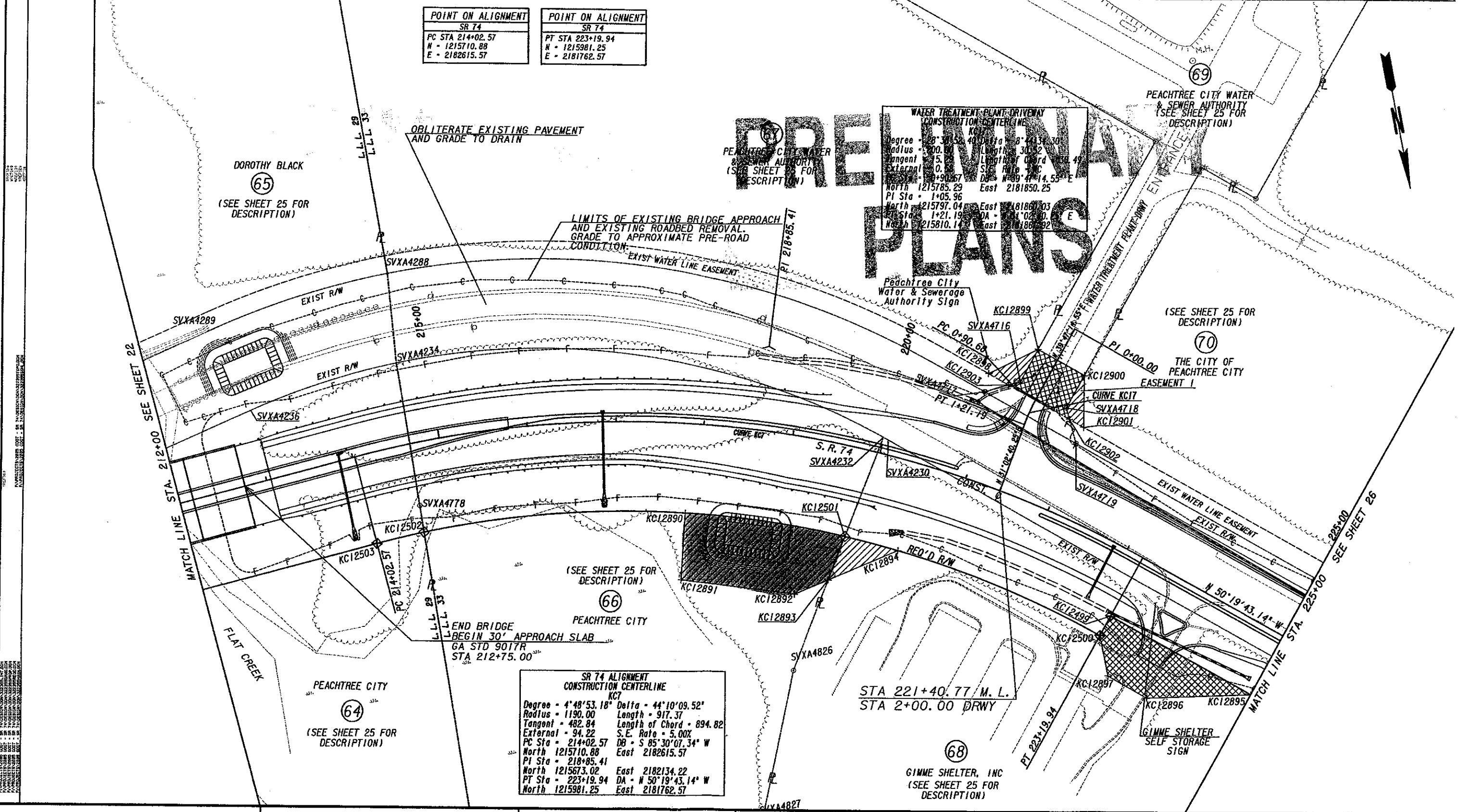
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS.....

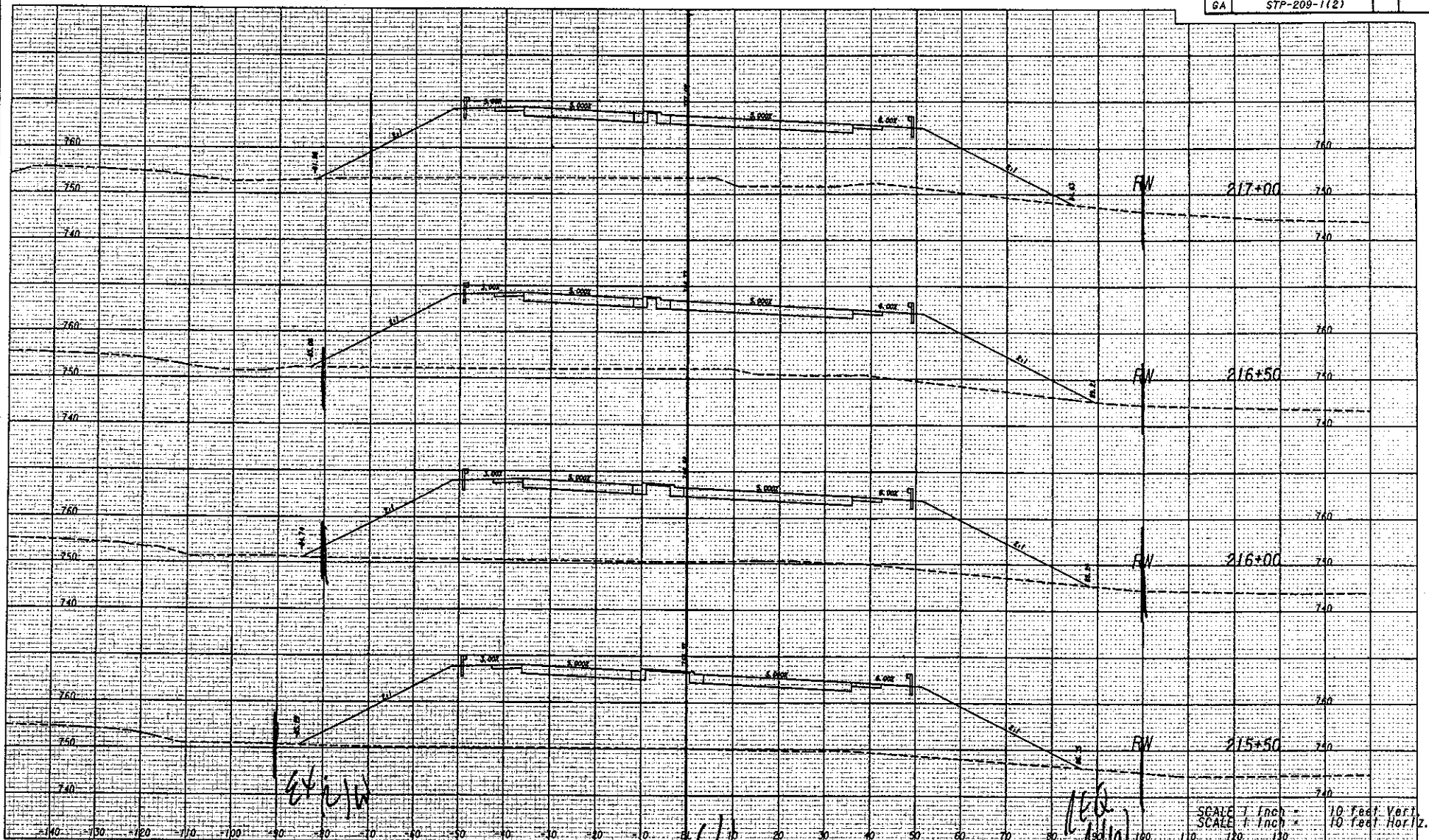
SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 451-3511

DATE	REVISIONS	DATE	REVISIONS
3/14/07	PAR 67, 69, 70 REVISED EASEMENTS		
8/07/07	REVISED NAME PAR 67 & 69		
8/07/07	ADDED SIGN LABEL PAR 67 & 68		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO.: STP-209-1(12)
COUNTY: FAYETTE
LAND LOT NO.: 29 & 33
LAND DISTRICT: 6
GWD 495
DATE 5/12/06 SH 24 OF 34





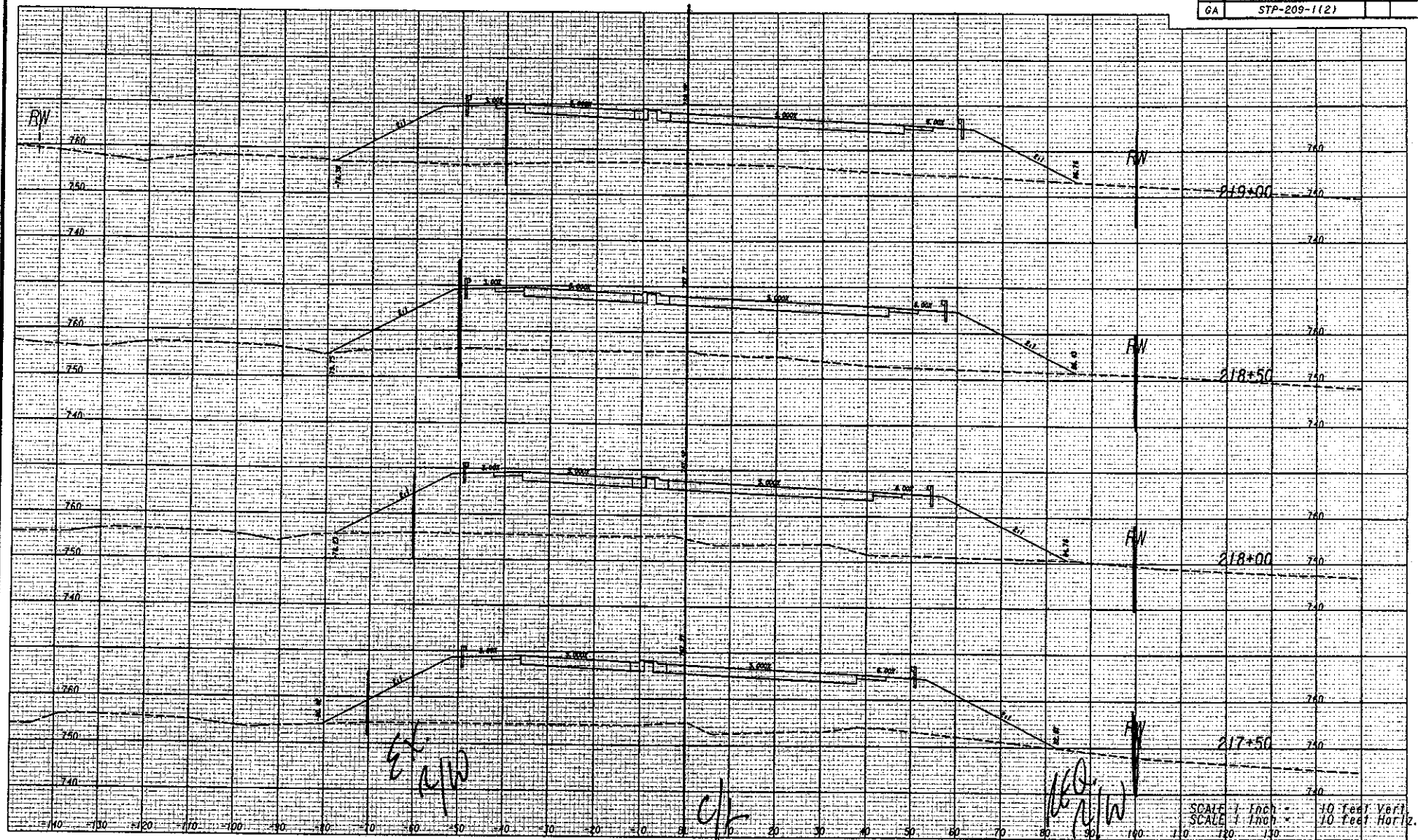
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-11(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-48

PANEL 66



SCALE 1 inch = 10 feet Vert.
SCALE 1 inch = 10 feet Horiz.

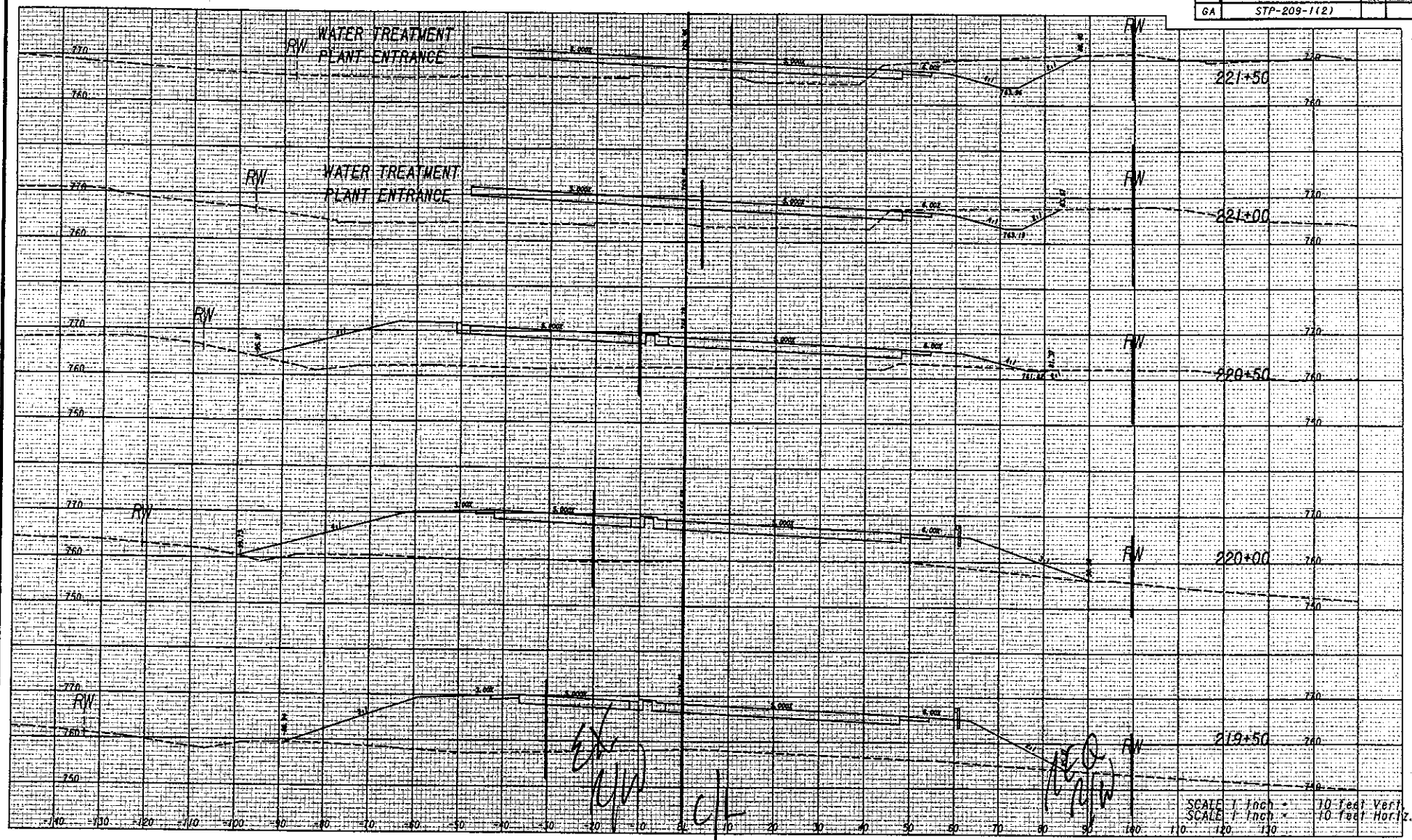
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3311

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-49

*****DO NOT SCALE*****
*****PRINTED*****



MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER: 23-50



Department of Transportation

HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR.,
CHIEF ENGINEER
(404) 656-5277

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

August 30, 2007

Peachtree City
c/o Mr. David Borkowski
153 Willowbend Rd.
Fayetteville, Georgia 30269

RE: PROJECT: STP-209-1(2), FAYETTE COUNTY
P.I.#: 322355
PARCEL: 65

Dear Mr. Borkowski:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, N/A acres of your property in fee and 14,600.22 square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$1,100.00. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

Our Right of Way Specialist, J.D. Stallings at (706) 646-6978 is representing the Department, is authorized to explain this and to discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way. **Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

By:


Carol M. Perry

District Rights-of-Way Team Manager

Attachment(s)

STATEMENT OF ESTIMATED VALUES

Project: STP-209-1(2)

County: Fayette

Parcel: 65

Owner(s): Peachtree City

Address: 153 Willowbend Rd., Fayetteville, Georgia 30269

Property Location: S.R. 74

	<u>FAIR MARKET VALUE REQUIRED</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
Estimated Value of Land and Improvements and/or Easement if applicable:	\$ 1,100.00	\$
Estimated Value of all consequential or severance damages	\$	\$
Estimated Value of Certain Remnant(s):	\$	\$
Total Estimated Fair Market Value	\$ 1,100.00	\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project)

Division of Interests:

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Peachtree City	Fee	\$ 1,100.00
		\$
		\$
Total Estimated Fair Market Value:		\$ 1,100.00

If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$N/A ; (Retention Value) and/or

(b) Require a Performance Bond of \$ N/A Total Withheld at Closing \$ N/A

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 8/30/2007

PREPARED BY J. D. Stallings


Staff Negotiator

DEPARTMENT OF TRANSPORTATION

OPTION FOR RIGHT OF WAY

GEORGIA, FAYETTE COUNTY
P.I.#: 322355
SSN#:

Received of **Department of Transportation**, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said **Department of Transportation**, shall within **60** days after date hereof pay me the sum of \$ **1,100.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **Widening of SR 74 to south of Crosstown Dr.** being Parcel **65** consisting of **N/A** acres in fee and **14,600.22** square feet of easement on Georgia Highway Project Number **STP-209-1(2)**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$**N/A** payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to **N/A** for sum of \$**N/A** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within **30** calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, regulations of building codes applicable to demolition or removal of buildings in **N/A**, Georgia and hold the Department of Transportation and the **N/A** harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ **N/A** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional **N/A** acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$**N/A** which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No. **65**

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during, or after the initial installation.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number **STP-209-1(2)**

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this _____ day of _____, 20_____.

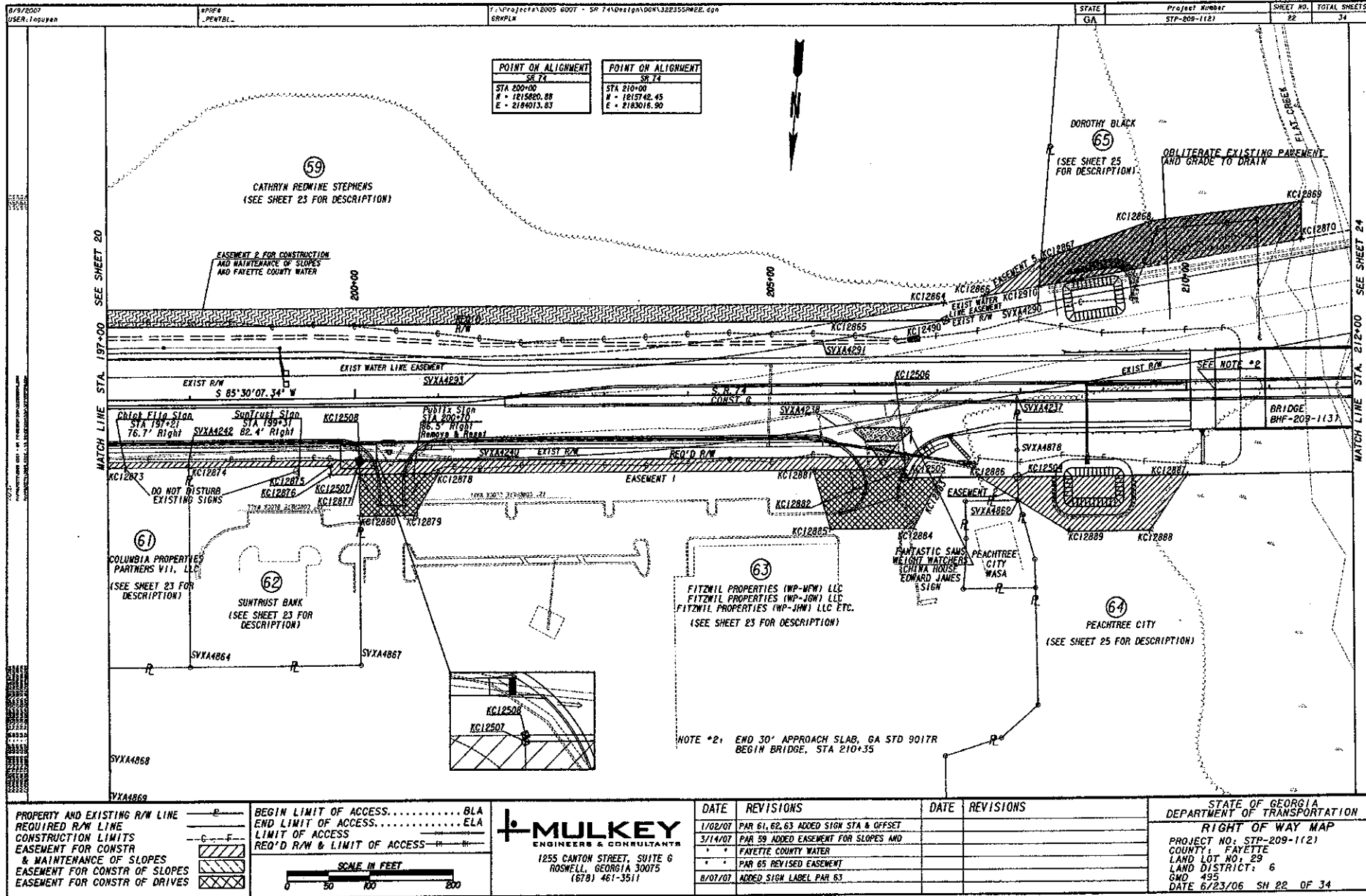
Signed, Sealed and Delivered
in the presence of:

_____(L.S.)

_____(L.S.)
Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)



[illegible]

PANEL	REG'D EAS'T.	REG'D WEST.	REG'D S.	REG'D N.	REG'D EAS'T.	REG'D WEST.	REG'D S.	REG'D N.
PWT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT					
KC12504	100.00 204.12 100.00 79.06	0 R S 45° 30' 07" E 210° 00.00	207° 58' 34° 14' W	S. R. 74				
KC12887	100.00 100.00 100.00	0 R S 210° 00.00	210° 00' 71° 49' 49" E	S. R. 74				
KC12888	91.60 100.00 162.00	0 R W 82° 30' 07" E 209° 07' 58"	34° E S. R. 74					
KC12893	121.34 121.34 21.94	0 R S 63° 10' 08" E 5° 03' 32" E	86° E S. R. 74					
SYN14662	100.00 100.00 100.00	0 R S 207° 58' 34" E 210° 00.00	207° 58' 34° E	S. R. 74				
KC12504	100.00 100.00 100.00	0 R S 207° 58' 34" E 210° 00.00	207° 58' 34° E	S. R. 74				
REG'D EAS'T.	100.00 100.00 100.00	0 R S 207° 58' 34" E 210° 00.00	207° 58' 34° E	S. R. 74				
REG'D WEST.	0 0 0	0 R S 207° 58' 34" E 210° 00.00	207° 58' 34° E	S. R. 74				
REG'D S.	0 0 0	0 R S 207° 58' 34" E 210° 00.00	207° 58' 34° E	S. R. 74				
REG'D N.	0 0 0	0 R S 207° 58' 34" E 210° 00.00	207° 58' 34° E	S. R. 74				

PRT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
KC12910	123.69 L	208°23.27'	S.R. 74
	31.43	S 0°26'23.08" W	
KC12867	155.00 L	208°25.27'	S.R. 74
	147.38	S 68°36'13.61" W	
KC12868	200.00 L	208°50.00'	S.R. 74
	181.11	S 75°59'42.65" W	
KC12869	220.00 L	211°40.00'	S.R. 74
	44.39	N 4°29'52.60" W	
KC12870	175.41 L	210°40.00'	S.R. 74
	200.93	N 28°10'21.41" E	
KC12912	123.69 L	208°23.27'	S.R. 74

PARCEL 66	REC'D ROW	RC157	
PMT	OFFSET/ DIST	STATION/ BEARINGS	ALIGNMENT
SY14#234	31.66 L	214+69.98	S.R. 74
ARC LENGTH	565.927		
CHORD BEAR	N 17° 02' 57.11" W		
CHORD DIST	582.475		
RADIUS	171.10' 32"		
DEGREE	119.89		
SY14#232	119.89	219+99.53	S.R. 74
ARC LENGTH	100.00 R	N 21° 37' 55.57" E	S.R. 74
CHORD BEAR	100.00 R	N 21° 02.81	
CHORD DIST	100.00 R		
RADIUS	100.00		
DEGREE	57° 19' 28"		
SY14#230	100.00 R	214+61.81	S.R. 74
ARC LENGTH	50.54	S 0° 58' 55.08" W	
CHORD BEAR	69.89 R	S 1° 46' 53.28" W	S.R. 74
CHORD DIST	69.89 R		
RADIUS	69.89		
DEGREE	87.1115		
SY14#178	87.1115	214+69.98	S.R. 74
ARC LENGTH	2.00		
CHORD BEAR	2.00		
CHORD DIST	2.00		
RADIUS	461		
DEGREE	461		

PARCEL 66		NE 1/4 EAST 1/4		ACRES
PNT	OFFSET / DIST	STATION / BEARING	ALIGNMENT	
KC12890	100.00 ft	S 217°05.00' E	S. R. 74	
ARC LENGTH	181.19 ft			
CHORD BEARING	171°19'21.80" W			
CHORD DIST	180.983			
BEARING	100.000			
DIST	S 15°33'55" E			
KC12901	100.00 ft	S 219°02'01" E	S. R. 74	
	52.21	N 31°57'55" E	S. R. 74	
KC12893	157.63 ft	N 71°09'47" E	S. R. 74	
	41.16	N 71°09'47" E	S. R. 74	
KC12892	175.00 ft	N 219°35'32" E	S. R. 74	
	127.86	S 72°38'59" E	S. R. 74	
KC12891	175.00 ft	S 71°45'00" E	S. R. 74	
	78.00	S 15°34'54" W	S. R. 74	
KC12890	100.00 ft	S 217°05.00' E	S. R. 74	
NE 1/4 EAST 1/4	1710.00			
REAR EASEMENT	0.2286	ACRES		

PAGE#	OFFSET	DIST	STATION	BEARING	ALLOCATION
PC12898	119.20	L	220+88.00		S.R. 74
PC12899	62.67	R	S 74° 56' 00" 04" W		Water Treatment Plant
SVK1716	41.41	R	N 40° 05' 13" E		Plant Driveway
SVK1716	25.12	R	N 03° 05' 01" E		Water Treatment Plant
PC12903	13.92	N	88° 07' 13" 11" E		Plant Driveway
PC12903	114.47	L	221+11.24		S.R. 74
PC12903	25.36	R	S 90° 17' 48.56" E		
PC12909	1168.31	SF	220+88.00		S.R. 74
PC12910	0.020	ACRES			

[illegible]

PMT	OFFSET/ DIST	BEARING	ALIGNMENT
KT12501	100.00 R	219°02.01	S. R. 74
ARC LENGTH	61.539		
CHORD BEAR	N 84°56'35.34" W		
ENTER CHORD	61.57		
ADJUT			
KT12894	5' 15.23"		
KT12894	100.00 R	220°50.00	S. R. 74
KT12893	85.21	N 71°12'22.59" E	S. R. 74
KT12893	151.68	S 31°31'55.57" W	S. R. 74
KT12501	100.00 R	219°02.01	S. R. 74
BEAR DIST	161.68	SE	
BEAR DIST	161.68	ACRES	

PARCEL #	REQ'D DWT. EASW'T.	KC260	
PNT	OFFSET	STATION	ALIGNMENT
KC12499	75.00 R	223+19.94	S.R. 74
KC12695	75.00 R	225+00.00	S.R. 74
KC12696	135.00 R	225+00.00	S.R. 74
KC12896	135.00 R	223+50.00	S.R. 74
KC12500	100.00 R	223+19.94	S.R. 74
KC12499	75.00 R	223+19.94	S.R. 74

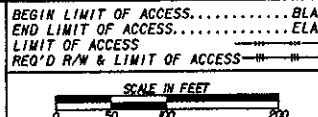
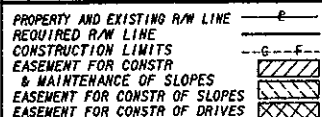
PARCEL 69		RED DWHY EAST T.		KL262
PWT	OFFSET	STATION	ALIGNMENT	
KCI2893	114.41 L	221+11.24	S.R. 74	
SYXA4716	25.12 R	0+01.41	Water Treatment Plant	
KCI2899	24.31 R	0+40.00	Water Treatment Plant	
KCI2900	35.09 L	0+40.00	Water Treatment Plant	
SYXA4718	34.87 L	0+01.73	Water Treatment Plant	
KCI2902	102.31 L	221+03.01	S.R. 74	
KCI2903	114.41 L	221+11.24	S.R. 74	

PARCEL TO EASEMENT 1	REG'D EASEM'T.	KC263	
PRT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
KC12901	100.00 18.56	222+00.00 S 50°17'49.57" E	S.R. 74
KC12902	100.91 18.12	221+83.01 S 44°18'34" E	S.R. 74
SWX44118	14.87 21.73	0+01.13 N 40°05'13.12" W	Water Treatment Plant Driveway
KC12900	35.09 17.12	0+40.00 N 11°02'38.89" E	Water Treatment Plant Driveway
KC12901	100.00	0+00.00	S.R. 74

PARCEL TO EASEMENT 2		REG'D EASMT.		RCBBS	
PMT	OFFSET/ DIST	STATION/ BEARINGS	ALIGNMENT		
KG12956	93.71 L	233°50.00			
	6.29	S 39°10'16.86" W			S.R. 74
KG12957	100.00 L	233°50.00			
	7.9	S 39°10'16.86" W			S.R. 74
KG12958	108.06 L	234°26.00			
	6.33	S 39°10'16.86" E			S.R. 74
KG12959	93.67 L	233°50.00			
	70.90	S 39°17'49.51" E			S.R. 74
KG12956	93.71 L	233°50.00			
REG'D EASMT 2	2	141.82 SF			
REG'D EASMT	0.00	ACRES			
REG'D EASMT	0.02	ACRES			

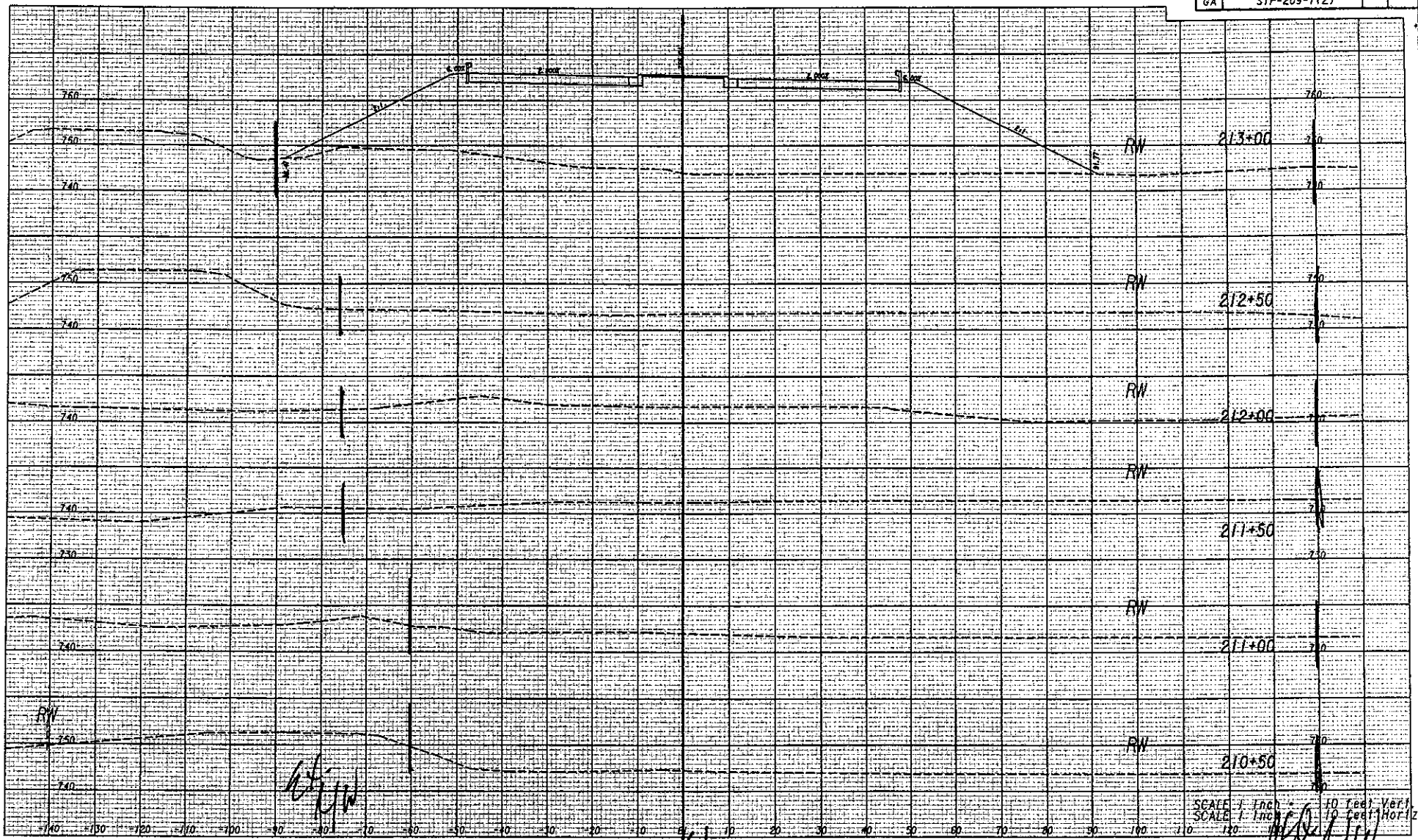
PARCEL 70	REC'D DWMY. EASH'T.		RC264
PWT	OFFSET	STATION	ALIGNMENT
RC12906	93.91	L 229+80.00	S.R. 74
RC12907	135.00	L 229+90.00	S.R. 74
RC12908	150.00	L 230+35.00	S.R. 74
RC12909	93.86	L 230+74.00	S.R. 74
RC12910	83.91	L 229+80.00	S.R. 74

PARCEL 70	REG'D DWMT. EASW'T.	RC266
PMT	OFFSET	STATION
		ALIGNMENT
RC12814	92.77' L	238+84.00
RC12815	150.00' L	239+20.00
RC12816	150.00' L	239+20.00
RC12817	150.00' L	239+20.00
ARC LENGTH = 102.90'		
CHORD BEAR = S 34°00'57.17" E		
CHORD DIST = 102.889		
RADIUS = 1564.633'		
RC682 = 3° 39' 02.2"		
PT 2014	92.77' L	238+84.00
		S.R. 74



DATE	REVISIONS	DATE	REVISIONS
3/14/07	PAP 65, 67, 69, 70 REVISED EASEMENTS		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO: 29 & 33
LAND DISTRICT: 6
GND 495
DATE 5/12/06 SH 25 OF 34



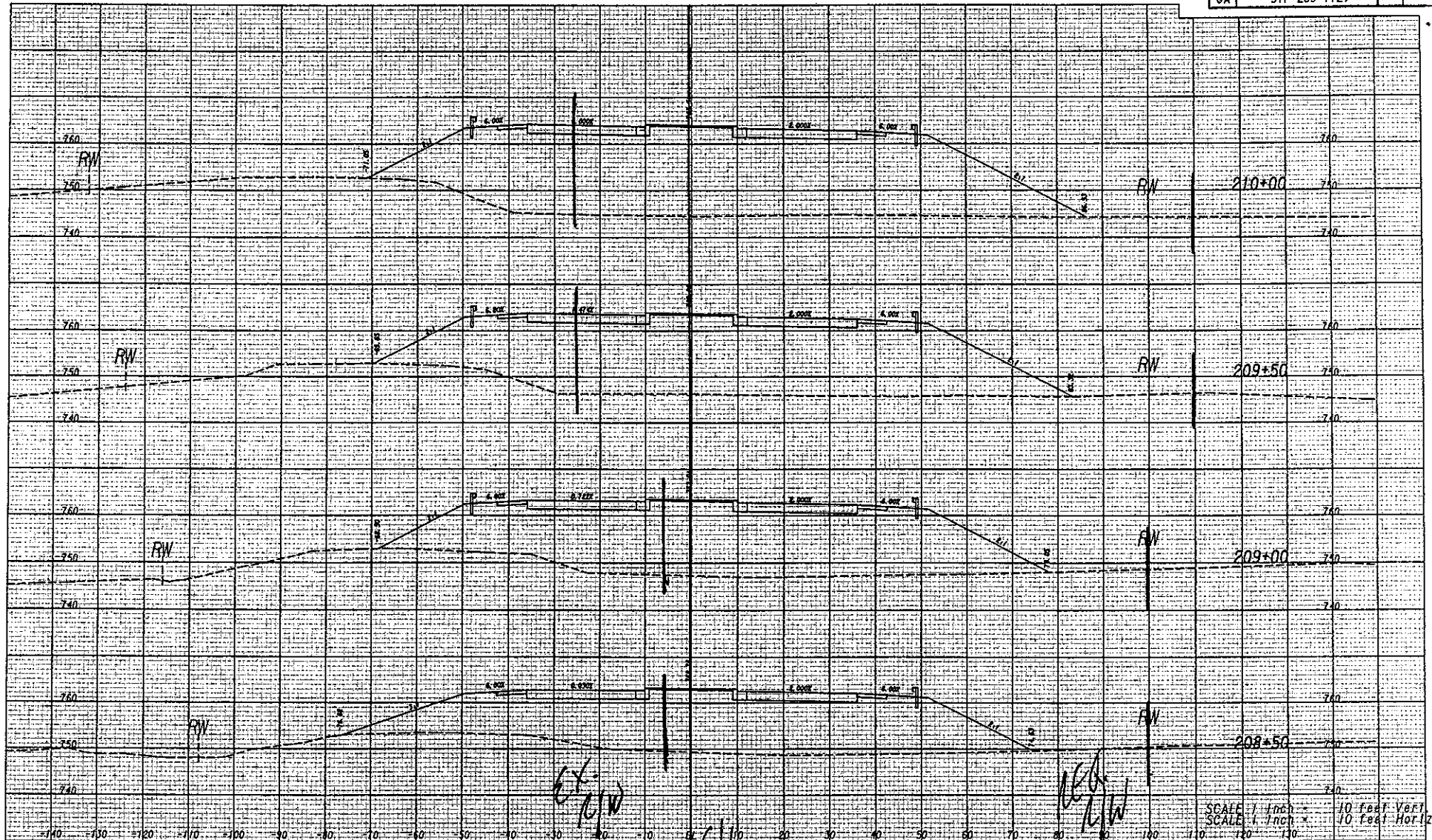
MULKEY
ENGINEERS & CONSULTANTS
1855 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-112
COUNTY: FAYETTE
DATE:
DRAWING NUMBER: 23-46

Parallel 65



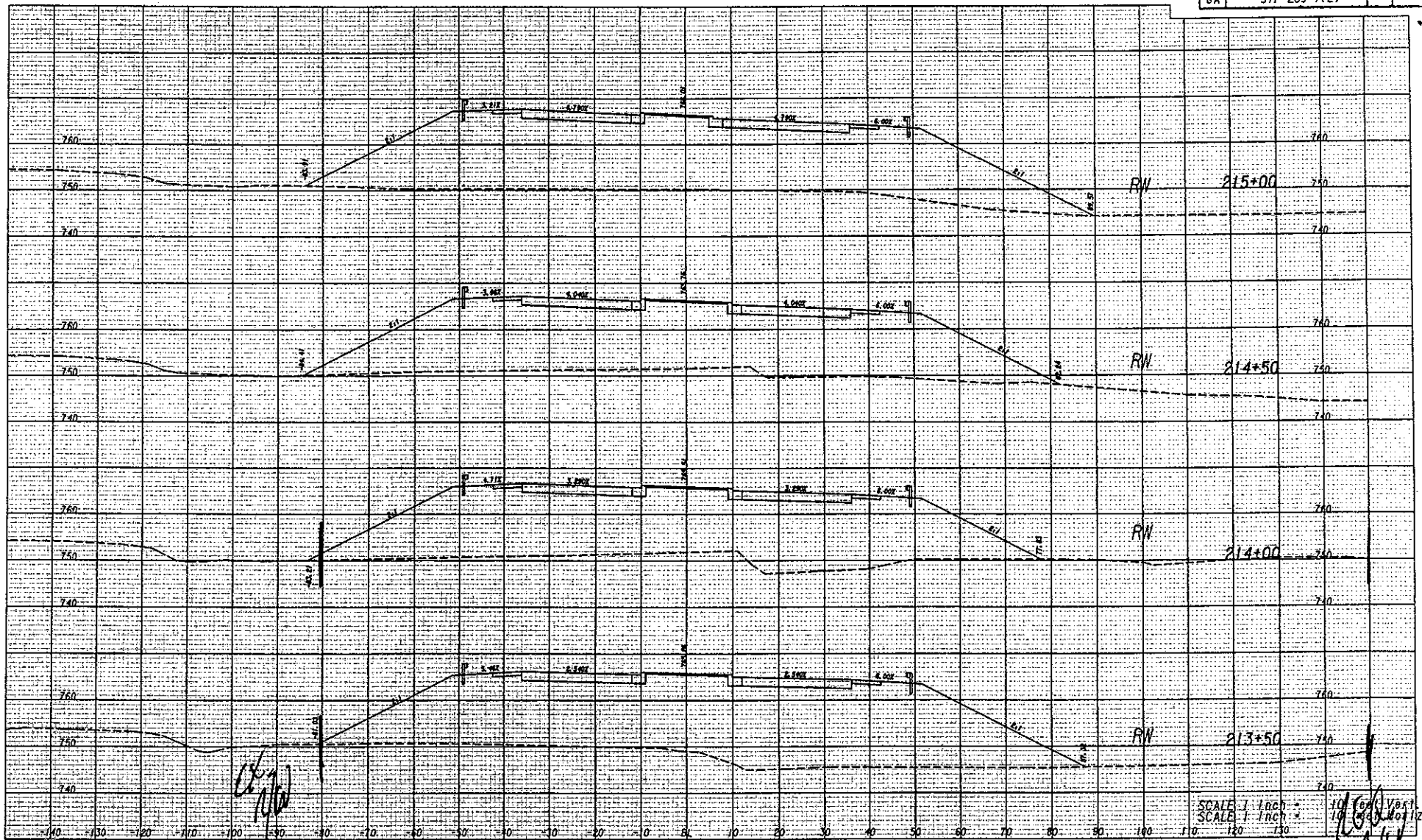
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 9
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-45

PAUL 65



MULKEY
ENGINEERS & CONSULTANTS
1855 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER: 23-47

PANCEL 65

8/9/2007
USER: Inguyen

*PRF\$
PENTBL

f:\Projects\2005 GDOT - SR 74\Design\GN\322355RW22.dgn
GRWPLN

STATE	Project Number	SHEET NO.	TOTAL SHEET
GA	STP-209-1(2)	22	34

POINT ON ALIGNMENT
SR 74
STA 200+00
N = 1215820.88
E = 1215820.88

POINT ON ALIGNMENT
SR 74
STA 210+00
N = 1215742.45
E = 2183016.97

PRELIMINARY PLANS

59
CATHRYN REDWINE STEPHENS
(SEE SHEET 23 FOR DESCRIPTION)

DOROTHY BLACK
65
(SEE SHEET 25 FOR DESCRIPTION)

OBLITERATE EXISTING PAVEMENT
AND GRADE TO DRAIN

EASEMENT 2 FOR CONSTRUCTION
AND MAINTENANCE OF SLOPES
AND FAYETTE COUNTY WATER

MATCH LINE STA. 197+00 SEE SHEET 20

Chick Fila Sign
STA 197+21
76.7' Right
61
COLUMBIA PROPERTIES
PARTNERS VII, LLC
(SEE SHEET 23 FOR
DESCRIPTION)

SunTrust Sign
STA 199+31
82.4' Right
62
SUNTRUST BANK
(SEE SHEET 23 FOR
DESCRIPTION)

Publix Sign
STA 200+70
86.5' Right
Remove & Reset

63
FITZWIL PROPERTIES (WP-MFW) LLC
FITZWIL PROPERTIES (WP-JGW) LLC
FITZWIL PROPERTIES (WP-JHW) LLC ETC.
(SEE SHEET 23 FOR DESCRIPTION)

64
PEACHTREE CITY
(SEE SHEET 25 FOR DESCRIPTION)

NOTE *2: END 30' APPROACH SLAB, GA STD 9017R
BEGIN BRIDGE, STA 210+35

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE	REVISIONS
1/02/07	PAR 61, 62, 63 ADDED SIGN STA & OFFSET
3/14/07	PAR 59 ADDED EASEMENT FOR SLOPES AND
"	FAYETTE COUNTY WATER
"	PAR 65 REVISED EASEMENT
8/07/07	ADDED SIGN LABEL PAR 63

DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO: 29
LAND DISTRICT: 6
GMD 495
DATE 6/23/06 SH 22 OF 34



HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR.,
CHIEF ENGINEER
(404) 656-5277

Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

August 30, 2007

Peachtree City
c/o Mr. David Borkowski
153 Willowbend Rd.
Fayetteville, Georgia 30269

RE: PROJECT: STP-209-1(2), FAYETTE COUNTY
P.I.#: 322355
PARCEL: 64

Dear Mr. Borkowski:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, 2.324 acres of your property in fee and 10,656.19 square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$16,500.00. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

Our Right of Way Specialist, J.D. Stallings at (706) 646-6978 is representing the Department, is authorized to explain this and to discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way. **Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

By:


Carol M. Perry

District Rights-of-Way Team Manager

Attachment(s)

STATEMENT OF ESTIMATED VALUES

Project: STP-209-1(2)

County: Fayette

Parcel: 64

Owner(s): Peachtree City

Address: 153 Willowbend Rd., Fayetteville, Georgia 30269

Property Location: S.R. 74

	<u>FAIR MARKET VALUE REQUIRED</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
Estimated Value of Land and Improvements and/or Easement if applicable:	\$ 16,500.00	\$
Estimated Value of all consequential or severance damages	\$	\$
Estimated Value of Certain Remnant(s):	\$	\$
Total Estimated Fair Market Value	\$ 16,500.00	\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project)

Division of Interests:

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Peachtree City	Fee	\$ 16,500.00
		\$
		\$
Total Estimated Fair Market Value:		\$ 16,500.00

If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$N/A ; (Retention Value) and/or

(b) Require a Performance Bond of \$N/A Total Withheld at Closing \$N/A

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 8/30/2007

PREPARED BY J. D. Stallings

Staff Negotiator

ROW-515-A (Federal Aid) Revised: 10/94

DEPARTMENT OF TRANSPORTATION

OPTION FOR RIGHT OF WAY

GEORGIA, FAYETTE COUNTY
P.I.#: 322355
SSN#:

Received of Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$ 16,500.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Widening of SR 74 to south of Crosstown Dr. being Parcel 64 consisting of 2.324 acres in fee and 10,656.19 square feet of easement on Georgia Highway Project Number STP-209-1(2).

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of \$N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, regulations of building codes applicable to demolition or removal of buildings in N/A, Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No. 64

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during, or after the initial installation.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number STP-209-1(2)

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this ____ day of _____, 20____.

Signed, Sealed and Delivered
in the presence of:

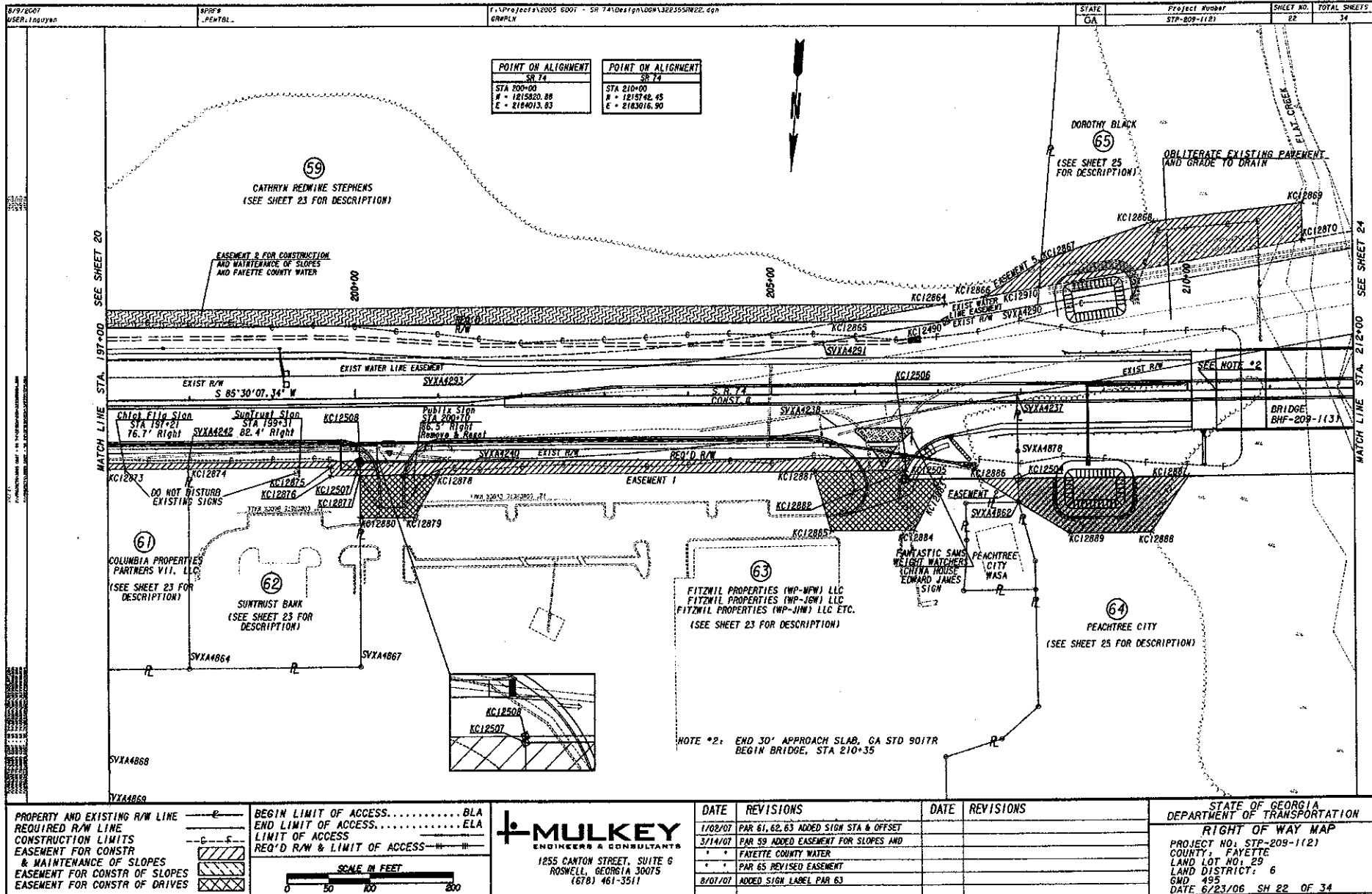
(L.S.)

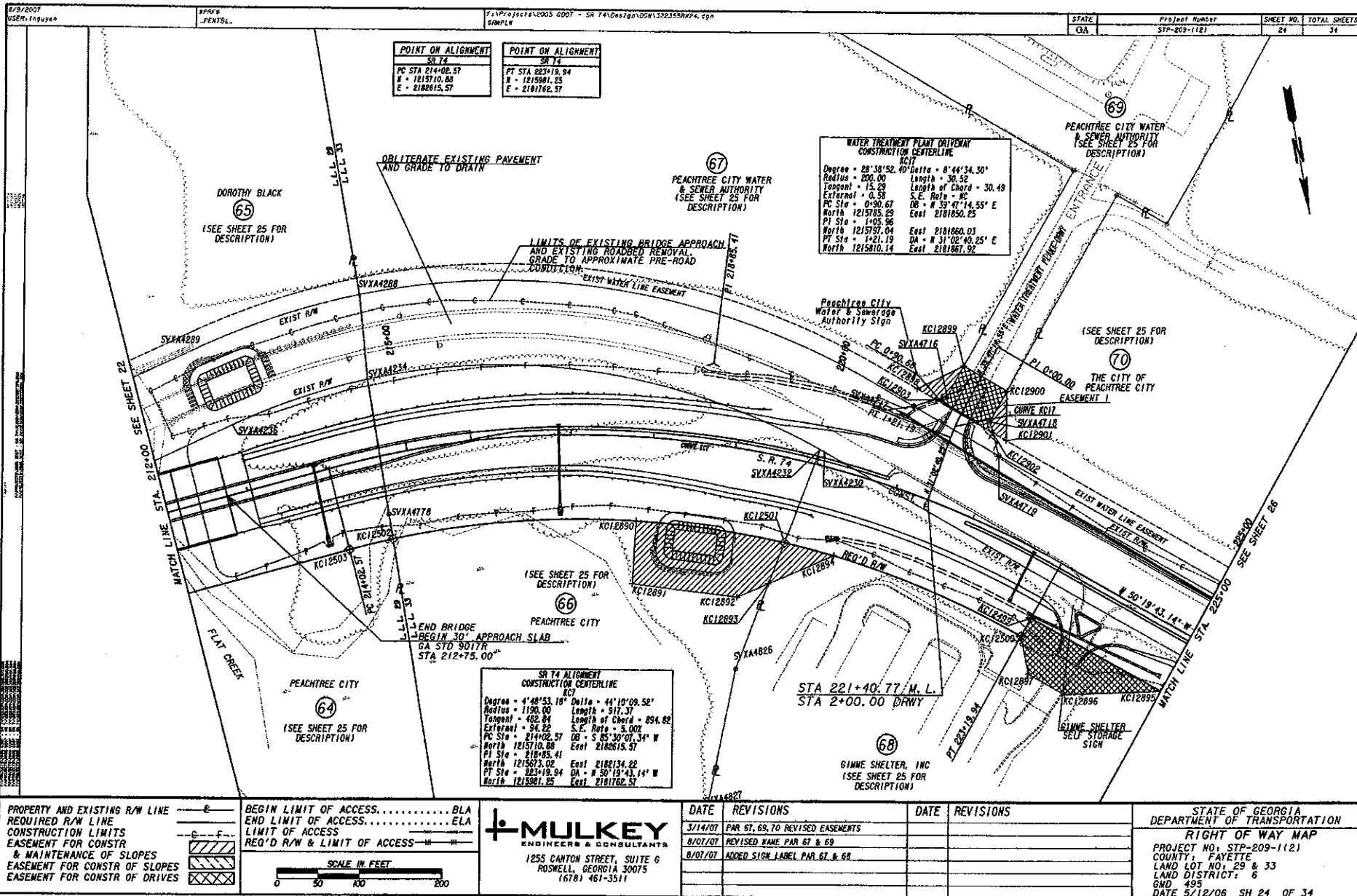
Notary Public

(L.S.)

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)

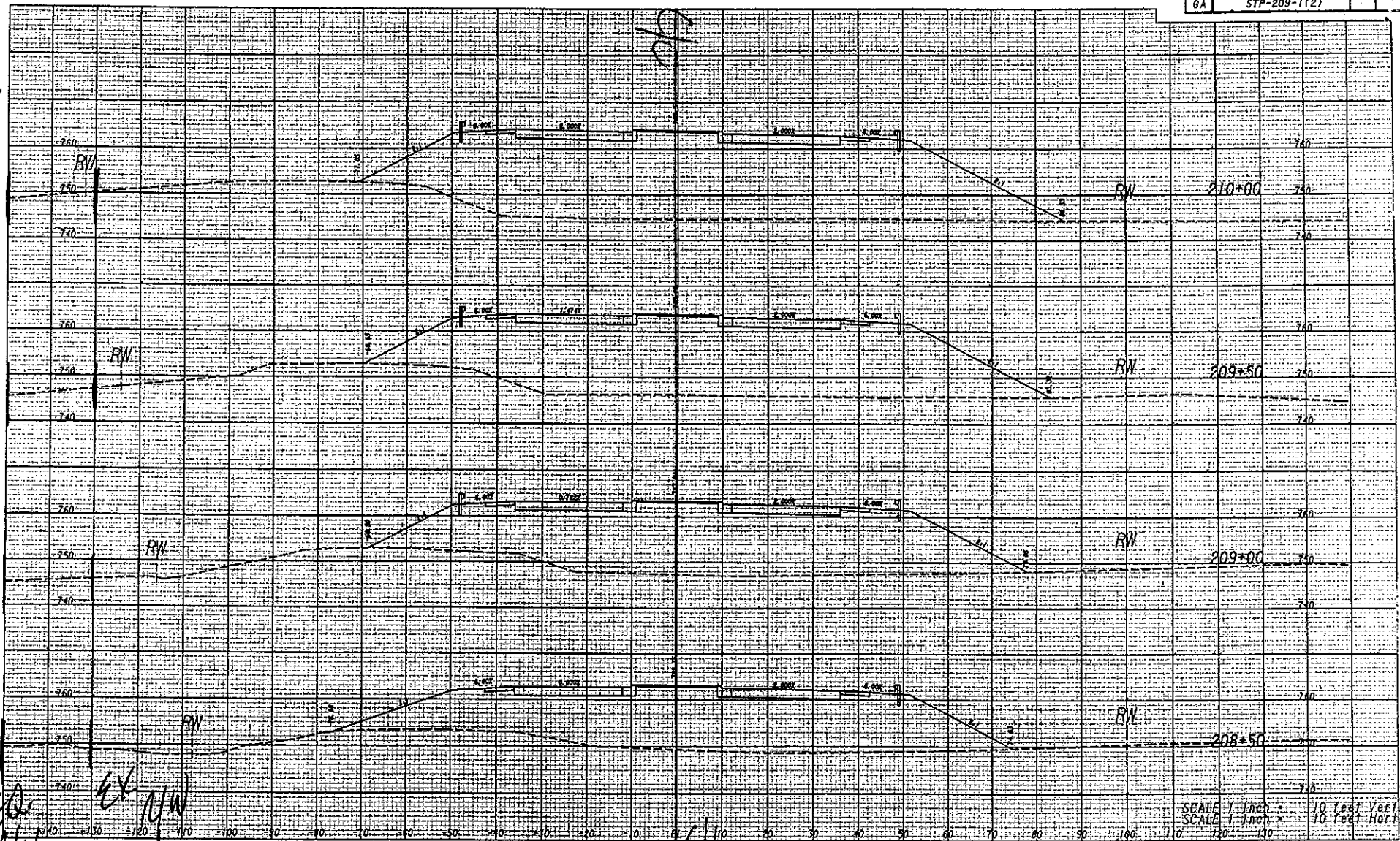




PARCEL 69		RED'D BOND, EAST'Y.		KC262	
PRT	OFFSET	STATION	ALIGNMENT		
KC12903	114.41 L	221+11.24	S. R. 74		
SXK4716	25.12 A	0+81.41	Water (roadway)		
KC12899	24.91 A	0+40.00	Placid (roadway)		
KC12900	35.09 L	0+40.00	Water (roadway)		
SXK4718	34.87 L	0+81.73	Placid (roadway)		
KC12902	102.91 L	221+83.01	S. R. 74		
KC12901	114.41 L	221+11.24	Placid (roadway)		

PLAN
ELEV

STATE	PROJECT NUMBER	SHEET TOTAL
GA	STP-209-1(2)	23-4



SCALE 1 inch = 10 feet Vert
SCALE 1 inch = 10 feet Hor

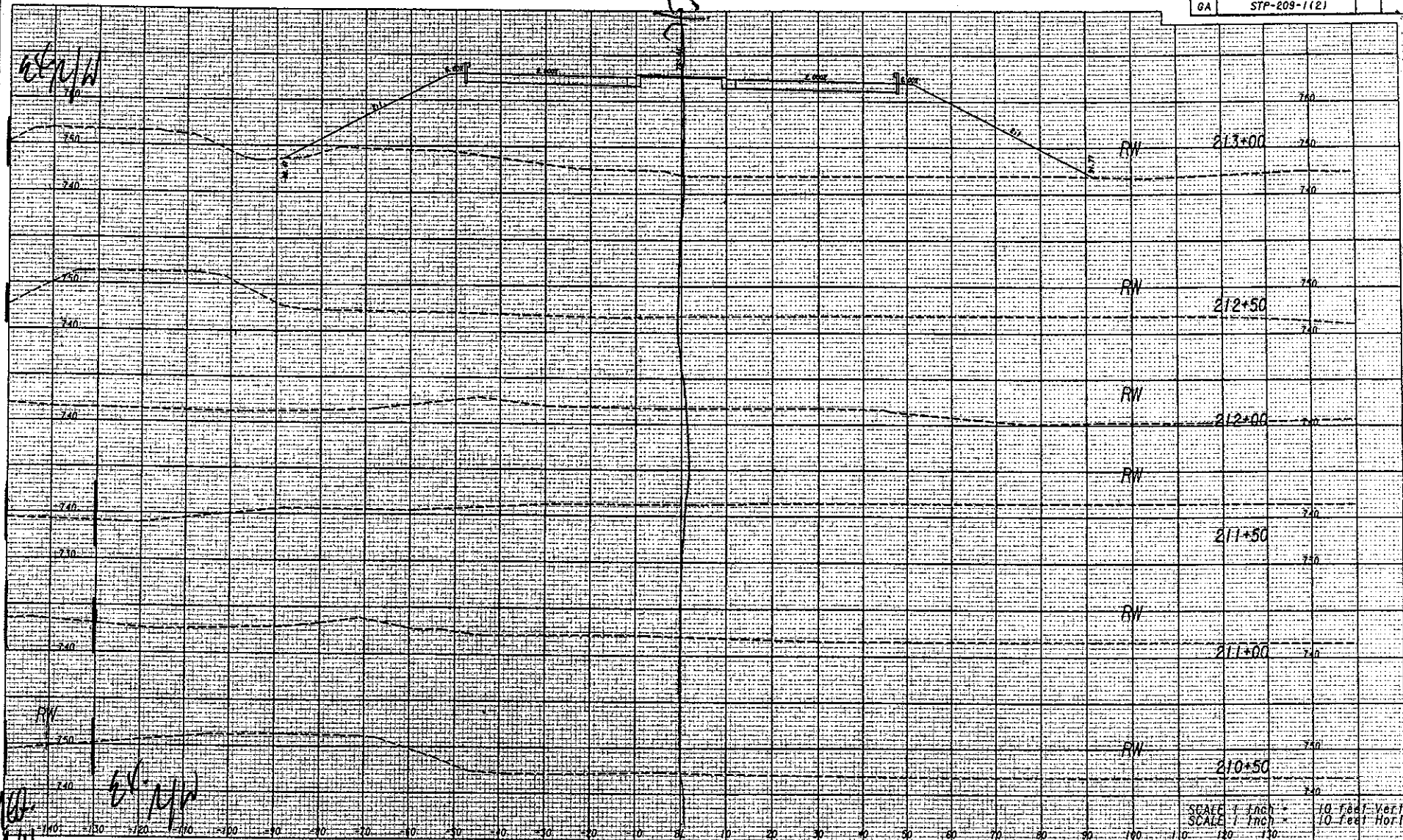
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 8
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE:
DRAWING NUMBER
23-4

FAUETT
64



REVISIONS SPECIFIC AT 08553333
#08553333

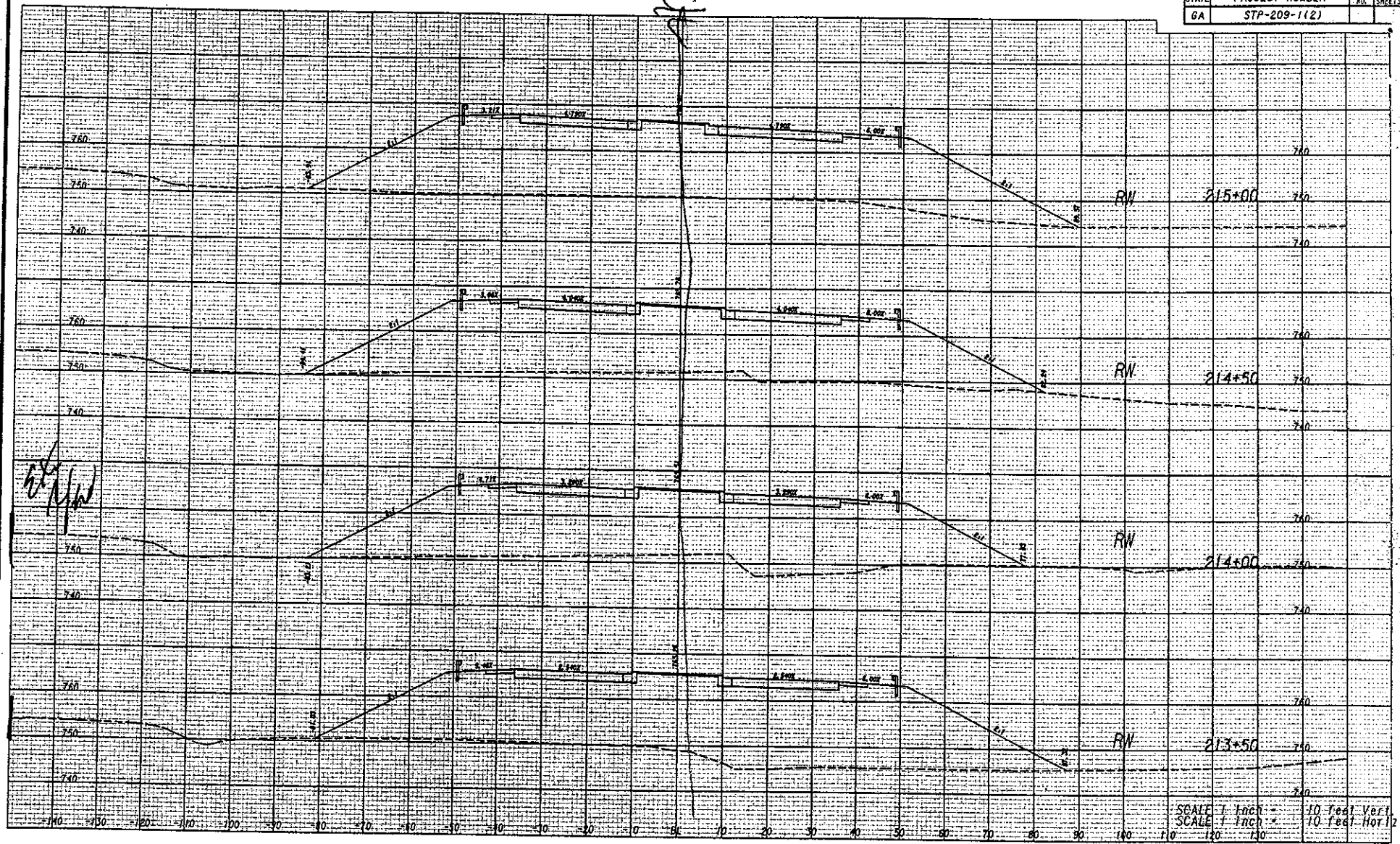
MULKEY
ENGINEERS & CONSULTANTS
1855 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-4

Parallel
Left



REV
1/1/11

REV
1/1/11

*****NOT FOR CONSTRUCTION*****
*****NOT FOR CONSTRUCTION*****

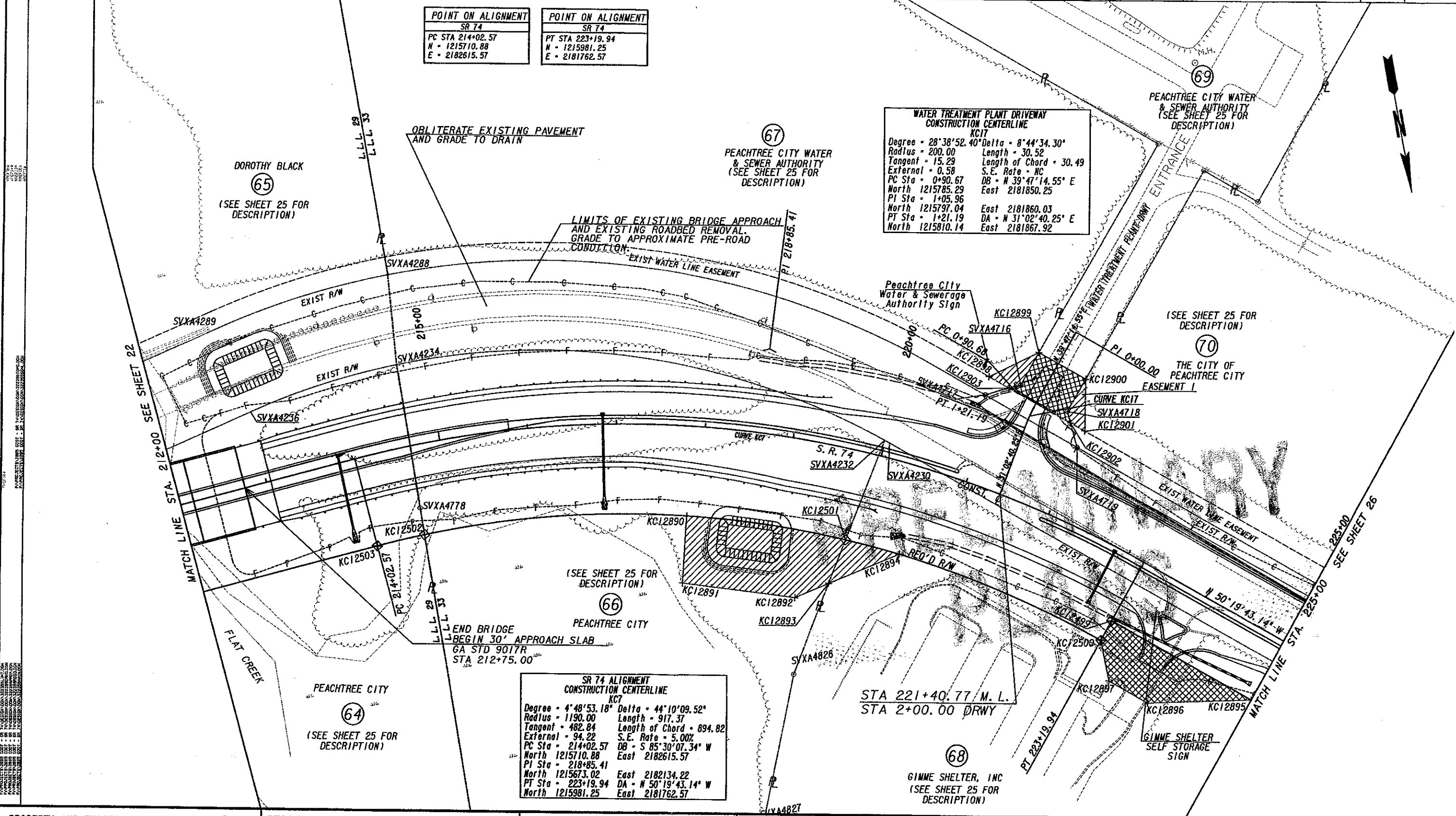
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 9
ROSWELL, GEORGIA 30075
(404) 461-5511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: 2/3/11

PANCKL
64



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR

& MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET

0 50 100 200

MULKEY

ENGINEERS & CONSULTANTS

1255 CANTON STREET, SUITE G

ROSWELL, GEORGIA 30075

(678) 461-3511

DATE	REVISIONS	DATE	REVISIONS
3/14/07	PAR 67, 69, 70 REVISED EASEMENTS		
8/07/07	REVISED NAME PAR 67 & 69		
8/07/07	ADDED SIGN LABEL PAR 67 & 68		

STATE OF GEORGIA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: STP-209-1(2)

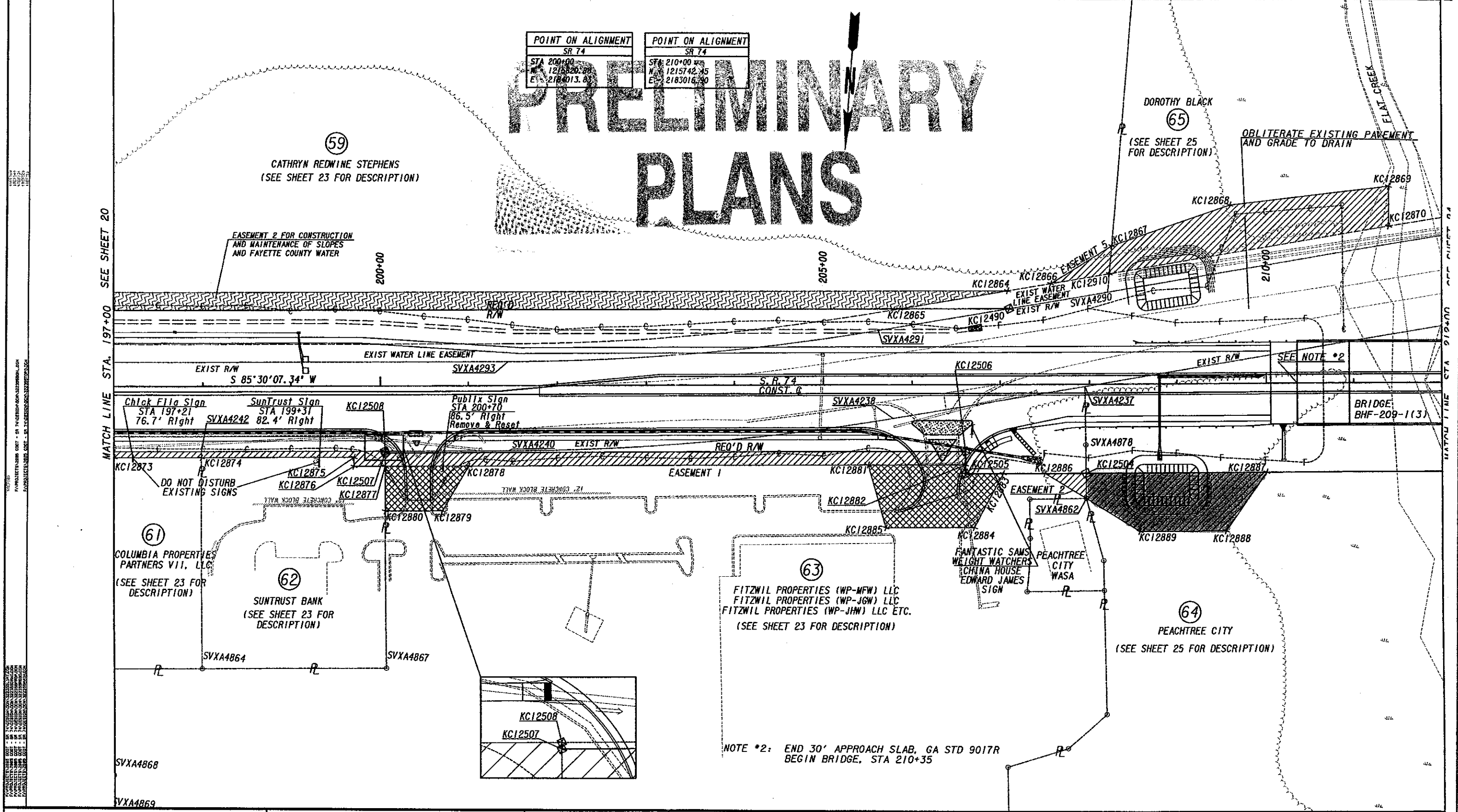
COUNTY: FAYETTE

LAND LOT NO: 29 & 33

LAND DISTRICT: 6

GND 495

DATE 5/12/06 SH 24 OF 34



PROPERTY AND EXISTING R/W LINE — P —

REQUIRED R/W LINE — R —

CONSTRUCTION LIMITS — C — F —

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES — [Hatched Box] —

EASEMENT FOR CONSTR OF SLOPES — [Diagonal Lines Box] —

EASEMENT FOR CONSTR OF DRIVES — [Cross-hatched Box] —

BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS — [Dashed Line] —

REQ'D R/W & LIMIT OF ACCESS — [Thick Line] —

SCALE IN FEET

0 50 100 200

MULKEY

ENGINEERS & CONSULTANTS

1255 CANTON STREET, SUITE G

ROSWELL, GEORGIA 30075

(678) 461-3511

DATE	REVISIONS
1/02/07	PAR 61, 62, 63 ADDED SIGN STA & OFFSET
3/14/07	PAR 59 ADDED EASEMENT FOR SLOPES AND FAYETTE COUNTY WATER
" "	PAR 65 REVISED EASEMENT
8/07/07	ADDED SIGN LABEL PAR 63

DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: STP-209-1(2)

COUNTY: FAYETTE

LAND LOT NO: 29

LAND DISTRICT: 6

GMD 495

DATE 6/23/06 SH 22 OF 34



HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR.,
CHIEF ENGINEER
(404) 656-5277

Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

August 30, 2007

Peachtree City
c/o Mr. David Borkowski
153 Willowbend Rd.
Fayetteville, Georgia 30269

RE: PROJECT: STP-209-1(2), FAYETTE COUNTY
P.I.#: 322355
PARCEL: 57A

Dear Mr. Borkowski:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, N/A acres of your property in fee and 10,084.63 square feet of easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who after careful consideration have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be \$17,700.00. The attached form, entitled "Statement of Estimated Values", separates certain elements comprising the above listed value.

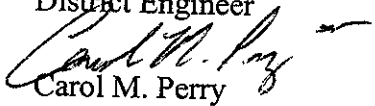
Our Right of Way Specialist, J.D. Stallings at (706) 646-6978 is representing the Department, is authorized to explain this and to discuss the full effect of the purchase and your rights as provided by law. He will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way. **Any written correspondence should be sent to 115 Transportation Blvd., Thomaston, Georgia 30286-7000.**

If you will agree to the terms expressed herein by signing the enclosed "Option for Right Of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Yours very truly,

Thomas B. Howell, P.E.
District Engineer

By:


Carol M. Perry

District Rights-of-Way Team Manager

Attachment(s)

STATEMENT OF ESTIMATED VALUES

Project: STP-209-1(2)

County: Fayette

Parcel: 57A

Owner(s): Peachtree City

Address: 153 Willowbend Rd., Fayetteville, Georgia 30269

Property Location: S.R. 74

	<u>FAIR MARKET VALUE REQUIRED</u>	<u>FAIR MARKET VALUE INCLUDING CERTAIN REMNANTS</u>
Estimated Value of Land and Improvements and/or Easement if applicable:	\$ 17,700.00	\$
Estimated Value of all consequential or severance damages	\$ 17,700.00	\$
Estimated Value of Certain Remnant(s):	\$	\$
Total Estimated Fair Market Value	\$ 17,700.00	\$

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project)

Division of Interests:

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Peachtree City	Fee	\$ 17,700.00
		\$
		\$
Total Estimated Fair Market Value:		\$ 17,700.00

If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$N/A ; (Retention Value) and/or

(b) Require a Performance Bond of \$ N/A Total Withheld at Closing \$ N/A

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 8/30/2007

PREPARED BY J. D. Stallings

J. D. Stallings
Staff Negotiator

DEPARTMENT OF TRANSPORTATION

OPTION FOR RIGHT OF WAY

GEORGIA, FAYETTE COUNTY
P.I.#: 322355
SSN#:

Received of Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$ 17,700.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the Widening of SR 74 to south of Crosstown Dr. being Parcel 57A consisting of N/A acres in fee and 10,084.63 square feet of easement on Georgia Highway Project Number STP-209-1(2).

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two month period stated above, the person will be required to pay a rental fee of \$N/A payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

*****SPECIAL PROVISION*****

Grantor may retain title to N/A for sum of \$N/A which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, regulations of building codes applicable to demolition or removal of buildings in N/A, Georgia and hold the Department of Transportation and the N/A harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation

*****OTHER PROVISIONS*****

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land being shown on the attached plat as Parcel No. 57A

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during, or after the initial installation.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, said plans being identified as Project Number STP-209-1(2)

I (We) do (do not) elect to retain improvements as set out in Special Provision.

I (We) do (do not) elect to execute and deliver deeds set out in Other Provisions.

Witness my hand and seal this _____ day of _____, 20_____.

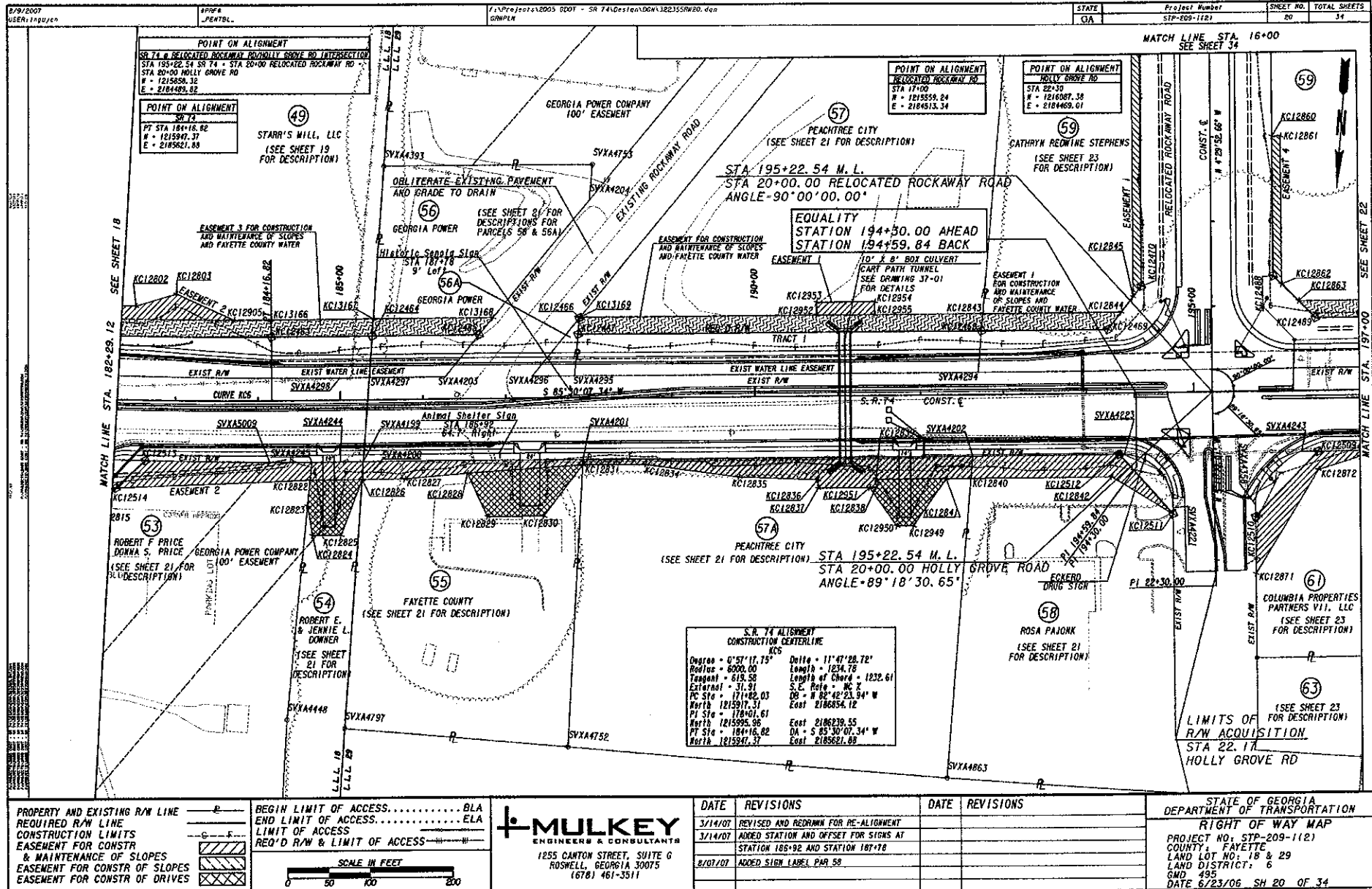
Signed, Sealed and Delivered
in the presence of:

_____(L.S.)

_____(L.S.)
Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____
(Date)



PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
AC12513	70.81 R	180+27.00	S.R. 74
ARC LENGTH	140.62		
CHORD BEAR	S 89°19'00.98" W		
CHORD DIST	172.00		
RADIUS	0° 0' 0" R		
AC12514	71.81 R	180+55.00	S.R. 74
ARC LENGTH	143.62		
CHORD BEAR	S 44°04'18.15" E		
CHORD DIST	182+30.00		
RADIUS	0° 0' 0" R		
AC12515	105.00 R	180+27.00	S.R. 74
ARC LENGTH	210.00		
CHORD BEAR	S 0°46'31.78" E		
CHORD DIST	180+27.00		
RADIUS	0° 0' 0" R		
REMARKS	1/2-5.6 ACRES		

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
AC12516	70.81 R	179+33.19	S.R. 74
ARC LENGTH	140.62		
CHORD BEAR	S 89°19'00.98" W		
CHORD DIST	172.00		
RADIUS	0° 0' 0" R		
AC12517	71.81 R	180+55.00	S.R. 74
ARC LENGTH	143.62		
CHORD BEAR	S 44°04'18.15" E		
CHORD DIST	182+30.00		
RADIUS	0° 0' 0" R		
AC12518	105.00 R	180+27.00	S.R. 74
ARC LENGTH	210.00		
CHORD BEAR	S 0°46'31.78" E		
CHORD DIST	180+27.00		
RADIUS	0° 0' 0" R		
REMARKS	1/2-5.6 ACRES		

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
AC12519	70.81 R	179+33.19	S.R. 74
ARC LENGTH	140.62		
CHORD BEAR	S 89°19'00.98" W		
CHORD DIST	172.00		
RADIUS	0° 0' 0" R		
AC12520	71.81 R	180+55.00	S.R. 74
ARC LENGTH	143.62		
CHORD BEAR	S 44°04'18.15" E		
CHORD DIST	182+30.00		
RADIUS	0° 0' 0" R		
AC12521	105.00 R	180+27.00	S.R. 74
ARC LENGTH	210.00		
CHORD BEAR	S 0°46'31.78" E		
CHORD DIST	180+27.00		
RADIUS	0° 0' 0" R		
REMARKS	1/2-5.6 ACRES		

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
AC12522	70.81 R	179+33.19	S.R. 74
ARC LENGTH	140.62		
CHORD BEAR	S 89°19'00.98" W		
CHORD DIST	172.00		
RADIUS	0° 0' 0" R		
AC12523	71.81 R	180+55.00	S.R. 74
ARC LENGTH	143.62		
CHORD BEAR	S 44°04'18.15" E		
CHORD DIST	182+30.00		
RADIUS	0° 0' 0" R		
AC12524	105.00 R	180+27.00	S.R. 74
ARC LENGTH	210.00		
CHORD BEAR	S 0°46'31.78" E		
CHORD DIST	180+27.00		
RADIUS	0° 0' 0" R		
REMARKS	1/2-5.6 ACRES		

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
AC12525	70.81 R	179+33.19	S.R. 74
ARC LENGTH	140.62		
CHORD BEAR	S 89°19'00.98" W		
CHORD DIST	172.00		
RADIUS	0° 0' 0" R		
AC12526	71.81 R	180+55.00	S.R. 74
ARC LENGTH	143.62		
CHORD BEAR	S 44°04'18.15" E		
CHORD DIST	182+30.00		
RADIUS	0° 0' 0" R		
AC12527	105.00 R	180+27.00	S.R. 74
ARC LENGTH	210.00		
CHORD BEAR	S 0°46'31.78" E		
CHORD DIST	180+27.00		
RADIUS	0° 0' 0" R		
REMARKS	1/2-5.6 ACRES		

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

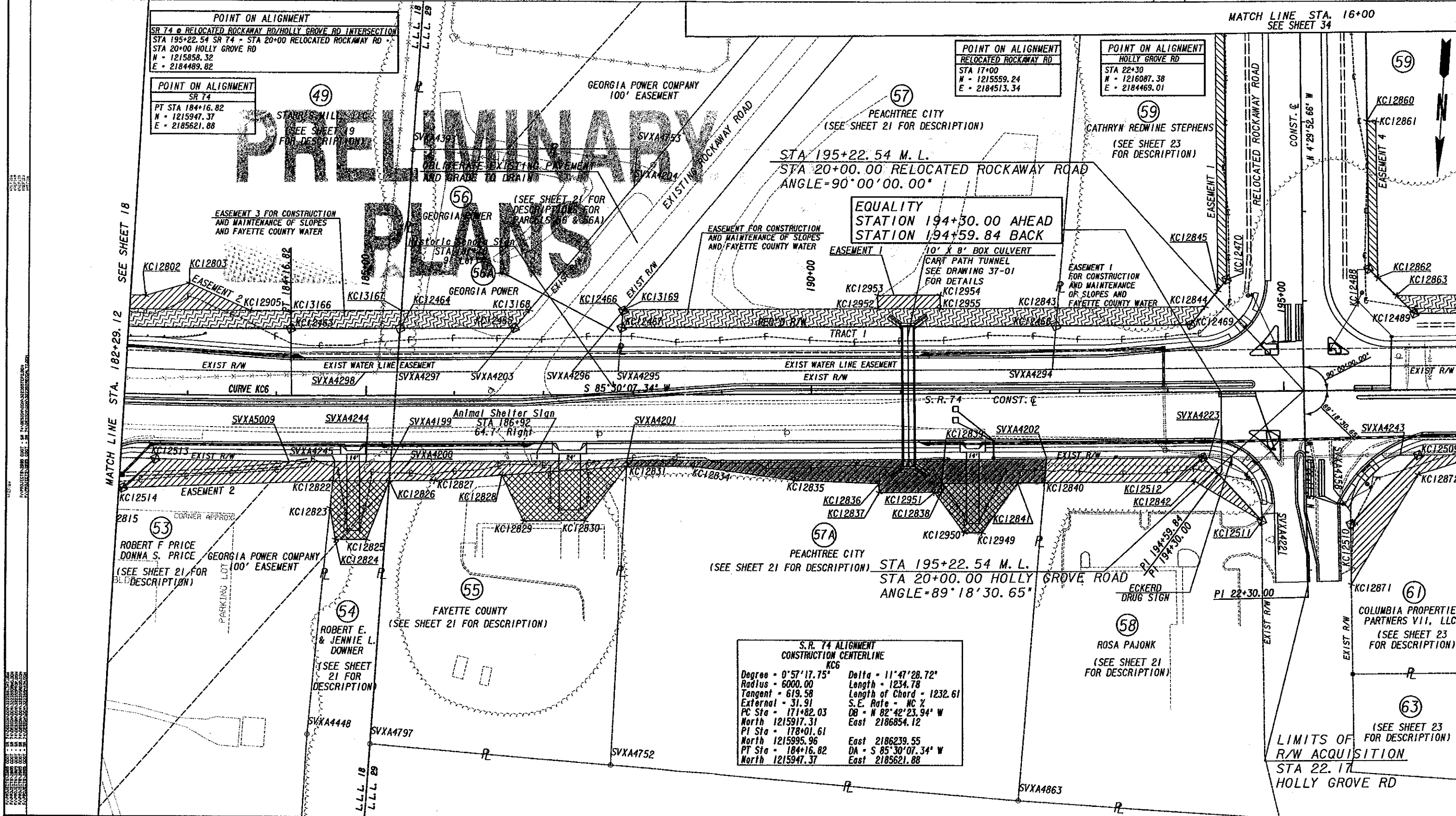
SCALE IN FEET
0 50 100 200

MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE 3/14/07
REVISIONS
REVISED AND REDRAWN FOR RE-ALIGNMENT

DATE 5/12/06
REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO. STP-209-112
COUNTY, FAYETTE
LAND LOT NO. 18 & 29
LAND DISTRICT: 6
GMD 495
DATE 5/12/06 SH 21 OF 34



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

— P —

— C — F —

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS—||—||—

SCALE IN FEET

0

50

100

200

MULKEY

ENGINEERS & CONSULTANTS

1255 CANTON STREET, SUITE G
ROSWELL, GEORGIA 30075
(678) 461-3511

DATE

REVISIONS

3/14/07

REVISED AND REDRAWN FOR RE-ALIGNMENT

3/14/07

ADDED STATION AND OFFSET FOR SIGNS AT
STATION 186+92 AND STATION 187+78

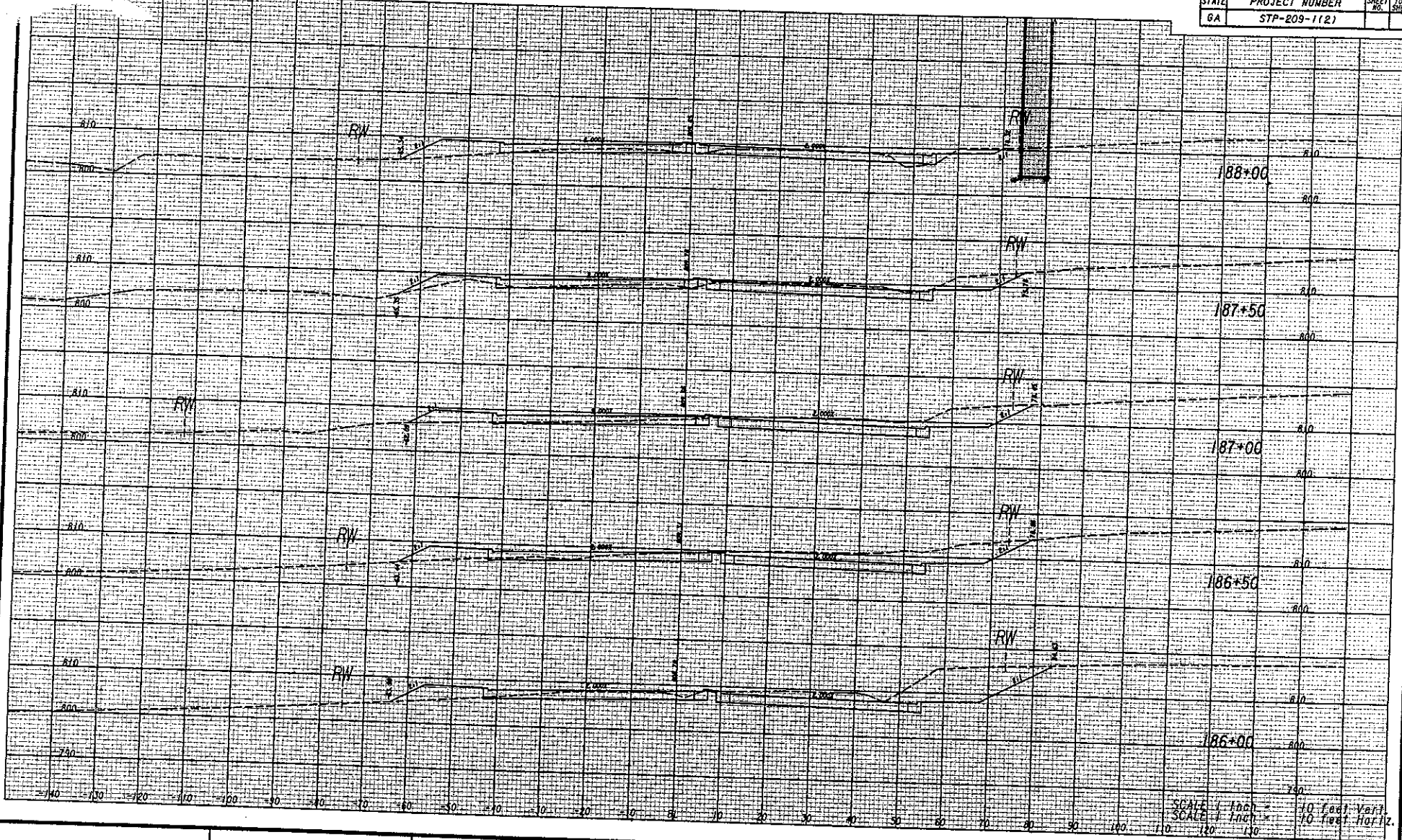
8/07/07

ADDED SIGN LABEL PAR 58

DATE

REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: STP-209-1(2)
COUNTY: FAYETTE
LAND LOT NO: 18 & 29
LAND DISTRICT: 6
GMD 495
DATE 6/23/06 SH 20 OF 34



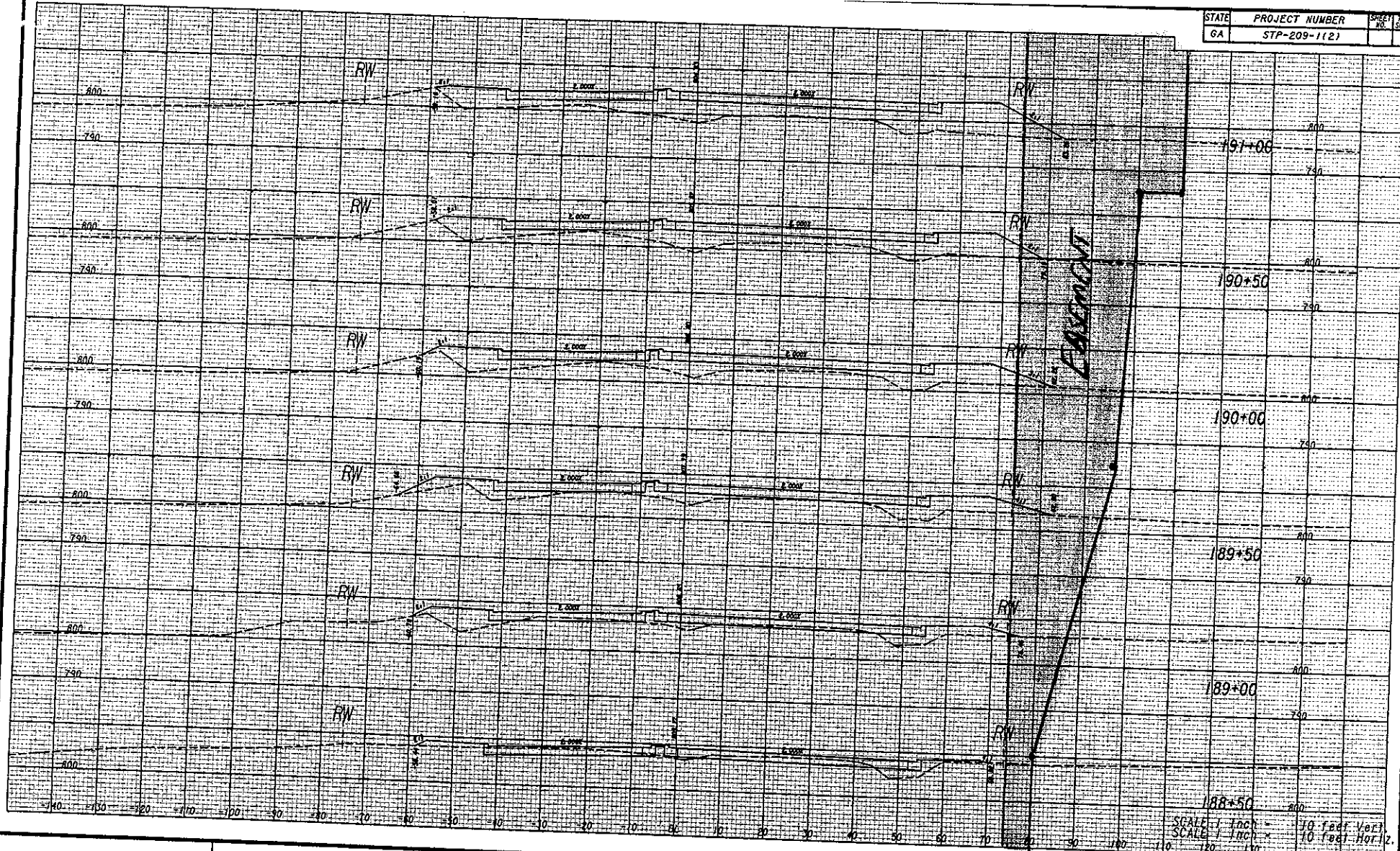
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(678) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-112
COUNTY: FAYETTE
DATE: DRAWING NUMBER
23-36

57A



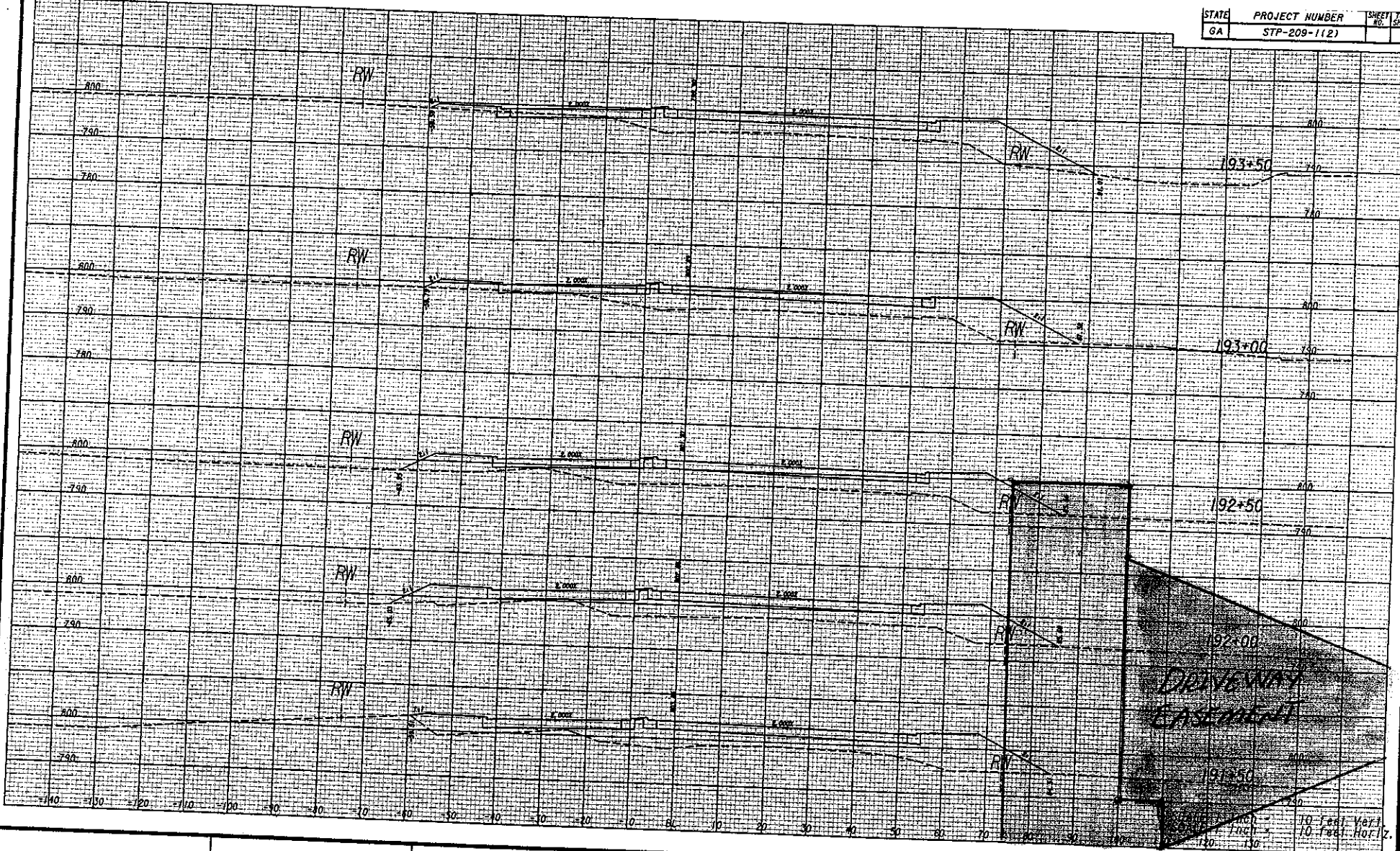
MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE 6
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: DRAWING NUMBER 23-37

*****DESIGN SPECIFICATION*****



MULKEY
ENGINEERS & CONSULTANTS
1255 CANTON STREET, SUITE C
ROSWELL, GEORGIA 30075
(404) 461-3511

SCALE
1 INCH = 10' HORIZONTAL
1 INCH = 10' VERTICAL

DATE	REVISIONS	DATE	REVISIONS

GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINLINE CROSS SECTIONS
PROJECT: STP-209-1(2)
COUNTY: FAYETTE
DATE: _____
DRAWING NUMBER: 23-38

STANDARD SPECIFICATIONS FOR CONSTRUCTION

10/20/2008 10:00 AM 10/20/2008 10:00 AM

GEORGIA DEPARTMENT OF TRANSPORTATION

DATE: August 30, 2007

PROJECT NO.: STP-209-1(2) COUNTY: Fayette PARCEL: 57, 57A, 64, 65, 66, 67, 69, & 70

NAME: Peachtree City SS# or FEI#

ADDRESS: 153 Willowbend Rd., Fayetteville, Georgia 30269

SUBJECT: AVAILABILITY OF INCIDENTAL PAYMENTS

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Georgia Department of Transportation purchasing your property. These expenses may include: (1) pro-rata portion of taxes, (2) recording and/or cancellation fees, (3) mortgage prepayment penalty and/or service fee charged by mortgagor for release of mortgage. The deductions for these expenses are normally handled at closing, however, if they are not, or in the event of condemnation, it will be your responsibility to provide to the Department of Transportation copies of your paid receipt(s).

Property Tax Payments are handled as follows:

- A. If the Department has acquired your entire property, a deduction for your pro-rata share of the taxes will be withheld at closing. Upon receipt of your property tax bill for the current year, you should immediately forward the bill to the Department for payment.
- B. If the Department acquired only a portion of your property, the Department will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Department upon receiving a copy of your paid tax bill receipt.

In addition to the above expenses required at acquisition you may also be eligible for reimbursement for reasonable survey fees to re-establish existing property corner pins that were removed as a result of construction of the project. Contact your acquisition agent before proceeding with any survey.

All paid receipt(s) must be mailed to:

Mr. Wates Keller
Georgia Department of Transportation
Office of Rights of Way
No. 2 Capitol Square
Atlanta, Georgia 30334-1002

It is imperative that you provide a copy of this letter, and your SS# or FEI# as shown above, with any correspondence to Mr. Keller.

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and you must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Yours very truly,

Howard P. Copeland
Right of Way Administrator

RECEIPT FOR BROCHURE

DATE: August 30, 2007

INDIVIDUAL _____ FAMILY _____ MOBILE HOME _____ BUSINESS X

FARM _____ NON-PROFIT ORGANIZATION _____ NON-RESIDENT OWNER _____

PROJECT NO: STP-209-1(2) COUNTY: Fayette PARCEL 57, 57A, 64, 65, 66, 67, 69, & 70

NAME: Peachtree City

PRESENT ADDRESS 153 Willowbend Rd., Fayetteville, Georgia 30269

I, the above named, do hereby certify that I have this date received a copy of the State's Brochure entitled "What Happens When Your Property is Needed for a Transportation Facility".

(SIGNATURE)

(DATE)

(SOCIAL SECURITY NO.)


(D.O.T. REPRESENTATIVES)

8/30/07
(DATE)

30 day

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Benjamin McCallister*
Developmental Services Director *David*

FROM: City Planner/ Zoning Administrator *David*

DATE: October 10, 2007

SUBJECT: OMNI Fuels at The Exchange - Request to remove vegetation on city property and replace with landscaping and maintenance
October 18, 2007 City Council agenda

Recommendation:

Staff recommends that City Council authorize City Staff and the Planning Commission to work with the Owner of OMNI Fuels at The Exchange to develop a landscape plan for city-owned property at the corner of SR 74 South and TDK Boulevard as a part of their overall development. It is understood this request involves the removal of existing vegetation on the subject tract, and would require the Applicant to enter into a Maintenance Agreement with the City to maintain this area as well as the adjoining right-of-way as a part of their landscape maintenance program. The Maintenance Agreement would be prepared once the actual landscape plan for the site is complete and brought back to Council for approval.

Discussion:

The final site plan for the OMNI Fuels development at the intersection of SR 74 South and TDK Boulevard was approved by City Staff and the Planning Commission on November 13, 2006. As a part of the review of this project, the Applicant was not permitted to clear, grade or remove any vegetation from a small, triangular-shaped tract of land owned by the city that separated the development from SR 74 and TDK Boulevard (Attachment "A").

As a part of the SR 74 road-widening project, GDOT obtained a portion of this property to accommodate the right-of-way for the widening project. The clearing and grading for the road project necessitated the removal of a significant portion of the vegetation on the city-owned tract. In addition, the relocation of the power lines required additional clearing of vegetation on this tract.

OMNI Fuels at The Exchange

October 11, 2007

Page 2

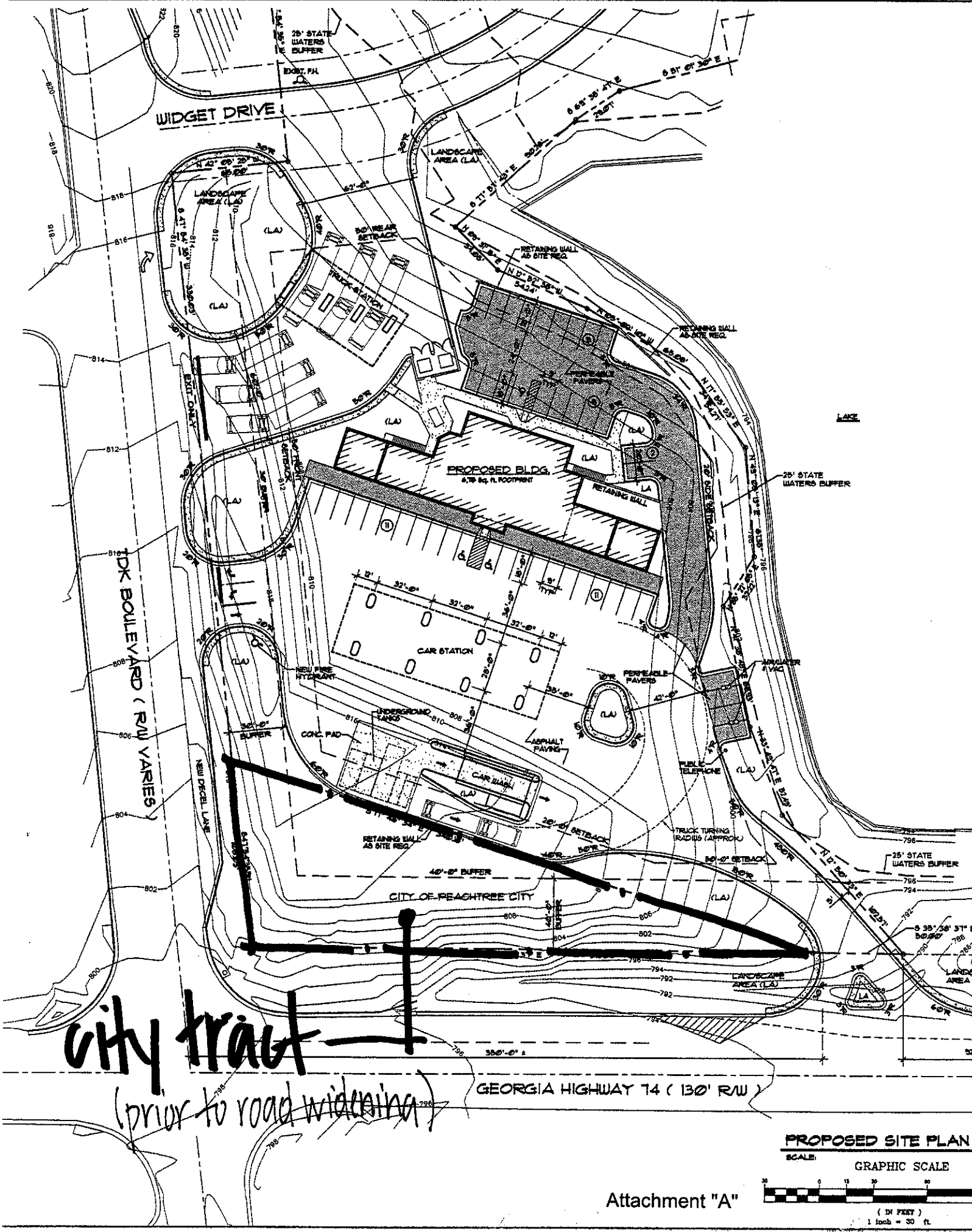
What was initially envisioned as a heavily wooded buffer separating the OMNI Fuels development from both SR 74 is now nothing more than a narrow strip of trees at the top of an embankment. Staff is concerned these trees will most likely not survive and, if they do, there is a high probability they may fall should there be a heavy wind or ice storm. If they fall towards SR 74 they will damage the power lines and if they fall towards the OMNI Fuel site they would damage the car wash building, gasoline canopy and possibly vehicles within the development.

In working with the Landscape Architect, Staff recommended that they prepare their plan with the assumption these trees would be removed. However, before proceeding with the plan, the Applicant requested assurance from the City they would be allowed to remove the trees and replace them with new vegetation. A schematic landscape plan was prepared for this portion of the site and proposes significantly more vegetation than what is presently on the city-owned tract (Attachment "B"). The Owner of the property has also committed to maintaining the new landscaping on the city-owned tract as well as the SR 74 and TDK Boulevard right-of-way as a part of their landscape maintenance program.

Budget impact:

Although difficult to generate an actual amount, there may be a slight reduction in the Public Works landscape maintenance budget, as they would not be required to maintain the right-of-way in this area.

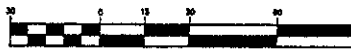
Attachments



city trail
(prior to road widening)

PROPOSED SITE PLAN

SCALE: GRAPHIC SCALE



Attachment "A"

(IN FEET)
1 inch = 30 ft.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
VIA: City Manager 
FROM: Acting Administrative Services Director/City Clerk 
DATE: October 8, 2007
SUBJECT: Employee Vehicle Accidents
October 18, 2007, City Council Meeting

At the October 4 Council Meeting, Council requested follow-up information on the increase in employee vehicle accidents over the past year. Attached is a list of total vehicle accidents for FY2007, with brief explanations of what occurred. Because we track every incident involving damage to a City vehicle, the numbers may seem higher than expected. The cost of damages is also included.

The City has a total of 182 vehicles in its fleet, with a total of 1.3 million miles driven in FY 2007. The distribution of vehicles is as follows:

Department	# of Vehicles	2007 Mileage	2007 At-Fault Accidents
Building	5	29,439	0
City Manager	1	4,905	0
Code Enforcement	5	20,429	0
Engineering	3	19,300	0
Fire/EMS	25	151,253	9
Information Technology	2	4,321	0
Planning	2	3,833	0
Police	76	646,412	6
Public Works	43	285,874	3
Recreation	19	130,837	1
Stormwater	1	1,610	0
TOTAL/AVERAGE	182	1,298,213	19

In addressing vehicle safety, the Human Resources schedules driver safety training through Georgia Municipal Association's Risk Management Services as classes become available. In February 2006, the City, held two "Safety Backing" classes, which were attended by 89 employees who drive city vehicles. In March, April, and June of 2007, we held mandatory "Defensive Driving" classes, with 115 employees attending. The Police and Fire Departments generally schedule their required driver training classes separately, but are offered the opportunity to participate in the programs offered through the Human Resources Department.

Depending on the cause and severity of the accident, employees are given a day off without pay for at-fault accidents. The Safety Committee (composed of the City Manager and Division Directors/Chiefs) meets again on October 15 and will review and discuss the number of accidents this year additional measures to address driver safety and accident prevention in FY 2008.

FY 2007 City Vehicle Accidents – Page 1

<u>Date</u>	<u>Employee/Cause</u>	<u>Status</u>	<u>Cost</u>	<u>Dept.</u>
10/07/06	Officer made a u-turn in the process of tracking a traffic violator, causing another vehicle to swerve off of the roadway (resulting in scratches to citizen's vehicle).			PD
10/31/06	Officer was investigating an accident when passenger side door of his vehicle was struck by another vehicle.	Not-at-fault	\$0.00	PD
11/14/06	Officer was pulling into parking space; pulled too far forward and struck rear bumper of parked vehicle.		\$568.40	PD
12/01/06	Firefighter was backing Engine 81 in parking lot; employee acting as spotter directed driver to continue, causing damage to compartment on underside of vehicle when it came into contact with curbing.		\$0.00	FIRE
12/04/06	Firefighter was backing Tower 8 into driveway while on structure fire call; vehicle rolled forward and scratched chrome plate on driver's side front outriggers.		\$0.00	FIRE
12/12/06	Officer was in patrol car, struck rear of van ahead of him which had stopped for traffic, causing minor damage to both vehicles.			PD
12/22/06	Officer's patrol vehicle was rear-ended by another vehicle at a stop sign, causing minor damage to vehicle.	Not-at-fault	\$302.83	PD
01/11/07	Maintenance Tech struck bleachers with vehicle, causing damage to front bumper and rear tire on passenger's side.		\$991.00	REC
01/17/07	Officer's patrol vehicle was struck while stopped at traffic light. (no damage)	Not-at-fault	\$0.00	PD
01/24/07	Officer was pulling VMS trailer with Police vehicle; hitch came loose, causing trailer to hit vehicle.	Unavoidable	\$1,030.00	PD
02/05/07	Maintenance Tech backed fire vehicle out of shop without fully raising shop door, breaking flood light heads on vehicle.		\$450.00	P/W
02/05/07	Maintenance Tech backed into a vehicle which had pulled in driveway next to vehicle he was driving, causing damage to left rear bumper.		\$485.14	P/W
02/26/07	Firefighter backed Fire vehicle (pick-up) into vehicle that was in lane of parking lot, causing minor damage to front bumper of other vehicle.		\$0.00	FIRE
03/02/07	Maintenance Tech was backing truck (without spotter) and backed into another City vehicle (3002).		\$200.00	P/W
03/08/07	Firefighter was driving Fire vehicle (Quint) from fueling area; steamer struck truck, causing minimal damage.		\$60.00	FIRE

FY 2007 City Vehicle Accidents – Page 2

<u>Date</u>	<u>Employee/Cause</u>	<u>Status</u>	<u>Cost</u>	<u>Dept.</u>
03/11/07	Officer was conducting a traffic stop; driver of vehicle that was being stopped exited vehicle without placing it in "park," causing vehicle to roll back into police vehicle.	Not-at-fault	\$75.00	PD
03/15/07	Officer was attempting to turn patrol vehicle into entrance driveway; turned onto concrete divider instead.		\$894.53	PD
04/07/07	Officer was following a suspected drunk driver; Second Officer attempted to make u-turn, causing first Officer's vehicle to strike second Officer's vehicle.		\$2,719.08	PD
04/28/07	Firefighter was driving Tower 8 (2226); while exiting parking lot after fire call, driver's side rear corner struck driver's side rear corner of Engine 81 (2217), causing damage to tailboards of both vehicles.		\$490.00	FIRE
05/01/07	Firefighter was turning into parking lot, struck light pole, causing damage to left front bumper.		\$0.00	FIRE
05/19/07	Officer was backing up, struck traffic sign with vehicle, causing damage to left rear quarterpanel and bumper.		\$522.40	PD
06/01/07	Firefighter was exiting station, struck bay door with Engine 81.		\$4,050.00	FIRE
07/13/07	Officer was stopped for a stop sign when the vehicle in front of her rolled back and hit her vehicle.	Not-at-fault	\$0.00	BLDG.
07/20/07	Officer totaled patrol vehicle when hit a tree while dodging three deer.	Unavoidable	\$9,725.25	PD
08/14/07	Firefighter was moving Engine 82 out of bay; pump panel door came open and struck side of bay, causing damage to pump panel door.		\$328.59	FIRE
08/18/07	Firefighter was moving Quint 83 out of bay, inadvertently hit remote operator, causing door to come down and strike top of aerial.		\$522.00	FIRE
09/21/07	Citizen backed out of driveway and struck Code Enforcement truck while parked in a cul-de-sac with flashing strobe lights on.	Not-at-fault	\$0.00	BLDG.
10/0706	Officer made a u-turn in the process of tracking a traffic violator, causing another vehicle to swerve off of the roadway (resulting in scratches to citizen's vehicle).			PD
TOTAL			\$26,698.56	