

City Council of Peachtree City

Agenda

October 18, 2001

7:00 p.m.

I. Pledge of Allegiance

II. Announcements, Awards, Special Recognition

Present Award of Recognition to James Finney (Planning Commission)

Present Award of Recognition to Jim Fulton (Development Authority)

Present Awards of Recognition to Cecilia Eifert, Chuck Lehman, & Janis Kraft (CCY)

Present 10-year service pin to Jim Kretchman of the Fire Department

Present Award of Recognition to Wray Russell, outgoing Youth Basketball President

Recognize Chris Campbell as Employee of the Month for September

and Jill Prouty as Supervisor of the Quarter for the Third Quarter

III. Minutes

Tabled until 11/01/01 meeting.

IV. Consent Agenda

Approved 4-0

1. Award Stormwater Management Program Contract

2. Request for Use of City Logo

V. Old Agenda Items

VI. New Agenda Items

10-01-04 Public Hearing – Variance – 124 Masters Drive North **Approved 4-0**

10-01-05 Public Hearing – Variance – 406 Holly Brook Lane

Denied 4-1 (Tennant)

10-01-06 Consider alcohol license for Publix #799 (NEW) **Approved 5-0**

10-01-07 Consider alcohol license for Thai Spice (NEW) **Approved 5-0**

10-01-08 Award Bid for Employee Health/Dental Insurance **Approved 5-0**

10-01-09 Assumption of Deed Covenants from Pathway Communities

Approved 5-0

10-01-10 Budget Reduction Plan

Approved 5-0

10-01-11 Consider Contract for Tennis Center Expansion

Approved 5-0

10-01-12 Consider Funds Increase for Design/Engineering of
TDK Boulevard Extension

Approved 5-0

VII. Council/Staff Topics

Amendment to Southern Conservation Trust Lease Agreement

VIII. Executive Session

**Members present: Mayor Bob Lenox, Carol Fritz Annie McMenemy, Dan Tennant,
Steve Rapson arrived late**

ANNOUNCEMENTS

1. Present Award of Recognition to Jim Finney for service on the Planning Commission
2. Present Award of Recognition to Jim Fulton for service on the Development Authority
3. Present Award of Recognition to Cecilia Eifert and Chuck Lehman for service on the CCY. Janis Kraft will not attend the meeting.
4. Present 10-year service pin to Jim Kretchman of the Fire Department
5. Present Award of Recognition to Wray Russell, Outgoing Youth Basketball President

Sherry McHugh provided some information which is behind the agenda in meeting book

6. Recognize Chris Campbell as Employee of the Month for September and Jill Prouty as Supervisor of the Quarter for the Third Quarter

NEW ALCOHOL LICENSES

1. Publix #799 Bryant McClenaghan, Licensee and License Representative, will attend the meeting.
2. Thai Spice Steven Chan, Licensee and License Representative, should be present at the meeting.

City Council of Peachtree City
Minutes of Meeting
October 4, 2001
7 p.m.

The City Council of Peachtree City met Thursday, October 4, 2001, in the City Hall Council Chambers. Mayor Lenox called the meeting to order at 7:00 p.m. Other Councilmembers present were: Carol Fritz, Annie McMenamin, Steve Rapson, and Dan Tennant.

Announcements, Awards, Special Recognition

Mayor Lenox proclaimed October as Golf Cart Safety Month in Peachtree City. He presented the proclamation to Tennant, who suggested the emphasis on golf cart safety education and insurance. Lenox proclaimed October 6 as Alzheimer's Recognition Day and presented the proclamation to former Mayor Fred Brown, one of the organizers of the Memory Walk fundraiser. Gary Craig, outgoing Little League president, was recognized for his contribution to the program. Lenox recognized Art Swahlen of Public Services as the Employee of the Month for August.

Approval of Minutes

McMenamin moved to approve the September 20 9 a.m. Special Called Meeting Minutes as written. Fritz seconded. The motion carried unanimously. McMenamin moved to approve the September 20 6:30 p.m. Special Called Meeting Minutes as written. Fritz seconded. The motion carried unanimously. McMenamin moved to approve the September 20 Regular Meeting Minutes as written. Fritz seconded. The motion carried unanimously.

Consent Agenda

1. Consider Appointment to the Development Authority – Belinda Sward
2. Resolution of Reimbursement for GMA Bricks & Mortar Lease/Purchasing Financing
3. Change in License Representative for the Village Store, Chevron #18
4. City Manager Contract

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

Old Agenda Items

04-01-01 Consider Livable Centers Initiative

David Rast gave a presentation on the Livable Centers Initiative (a copy of the report is included in the official meeting file). Peachtree City was one of 12 communities awarded the funding for the study a little over a year ago, Rast said. The study began, and then got off track a little as the Advisory Committee looked at some intensive commuter rail station scenarios and other things. He commended the Advisory Committee for their work. The work was done over the past several months, without a consultant, with input from City staff. Rast added there was also a lot of public involvement in the plan.

Rast gave a brief overview of the area included in the study. Most components required in a Livable Center already existed in the area, he said. As the puzzle was put together, the Advisory Committee found it was disjointed and the Advisory Committee focused on how to tie the area

together and meet the criteria established by the Livable Centers objectives. The Advisory Committee established several goals. The first was to look at alternate transportation. Commuter rail was not an alternative desired by most residents in the City. Rast said if it were to come to the City, it would be looked at then. Instead, the Advisory Committee looked more at the multi-use path system already in place. A lot of the path system was developer driven, but there were some obvious gaps that have kept the area disjointed from the rest of the City, Rast continued.

Another goal was establishing a transportation system in the area to get people from Point A to Point B without having to get on Highway 54. Several alternatives were considered, including a secondary road system.

The next goal was to look at the current zoning of the undeveloped property, most of which was zoned General Commercial, Rast said. He said there was a pretty intensive retail corridor north and south of Highway 54 that was undeveloped. There were a lot of unknowns about the undeveloped property and many concerns about how the smaller parcels would be developed. One of the options considered was whether or not the retail corridor could be combined to get a larger footprint and to look at the parameters for development. The Advisory Committee also looked at re-development of some properties, such as the Line Creek Baptist Church property and some of the Line Creek Office Park property, and parameters for re-development.

The Advisory Committee also set a goal to implement architectural and aesthetic covenants and restrictions for development in the area. The way the ordinances were set up now, there weren't many restrictions. Rast commented that it might be difficult to get something other than the standard boxes.

Rast said the Advisory Committee took the goals and objectives, looked at all the scenarios, and ultimately came up with a Master Plan for the 54 West Corridor. Rast said that the Georgia Department of Transportation (DOT) planned to widen Highway 54 with two travel lanes eastbound and two travel lanes westbound with a 40-foot median so a third lane could be added if necessary in the future. The road parameters determined how the rest of the area would be developed. Rast pointed out that DOT was designing the highway to move traffic, whereas the City would like to see the area more pedestrian-friendly. Rast pointed out the present traffic signals and the signals planned for the future which included the intersections of MacDuff and Highway 54, Planterra and the Home Depot entrance and Highway 54, Huddleston and Highway 54, Marketplace and Highway 54, and Highways 74 and 54. The committee suggested adding another signal at Line Creek and Highway 54, which allowed a signaled intersection to the secondary road as well as access to the office park.

Rast said they were proposing two roads. One was a secondary road north of Highway 54 that started at MacDuff Parkway, continued between the outparcels and Summit apartments, continued to Home Depot/Wal-Mart, and ultimately through the church property and connecting to Huddleston Road at the intersection. A continuous retail/commercial development was seen along the properties to the west of MacDuff Parkway. Rast said there were presently 12 to 13 curb cuts along Highway 54 and no one knew what DOT would do, either keeping the cuts or buying some from the property owners. The Advisory Committee would like to see curb cuts on Highway 54 limited and suggested access to outparcels on the highway be accessible from the

secondary road rather than a series of curb cuts on Highway 54 or limit the curb cuts to one right-in, right-out between each traffic signal. The property owner was not willing to commit to the plan now, but the Advisory Committee felt it was something that could be encouraged when site plans were reviewed. The secondary road system south of Highway 54 would come in by the Days Inn property, and included two traffic circles, one of which would be along Planterra Way. This secondary road would be pulled back from Highway 54 to have a similar retail development to the north side of the highway, to maintain a 60-foot buffer, to allow properties to develop, and to prohibit a large tract. Rast emphasized this was a recommendation and the property owners had not been contacted. The Advisory Committee recommended the use of roundabouts to discourage cut-through traffic in Planterra Ridge and to make the traffic move more slowly. The Advisory Committee would also like to see another roundabout added near the Planterra amenities center to make traffic through that area very slow moving to discourage cut through traffic. The committee would also like to a second Planterra subdivision entrance at the roundabout to give the area more identity.

The Advisory Committee looked at extending the multi-use path system, what developers were proposing, what DOT was proposing, and what gaps would be left. One of the main components was a multi-use bridge over Highway 54 to provide access from the north to the south side of the highway. The committee felt that would provide an opportunity for a gateway to the City and the west corridor. The committee envisioned a tunnel from Westpark to Marketplace when Highway 74 would eventually be widened. With the widening of Highway 54, tunnels would be placed underneath the highway to allow golf cart access to both sides of the area. Rast said it was an exciting plan for the multi-use path system, much of which was being done by developers. He added that when Highway 54 was widened DOT had committed funds to put in two tunnels by the railroad bridge. The DOT engineer was designing the tunnels and the bridge, Rast said.

There would be intensive landscaping and street lighting along the corridor. Rast continued that the pedestrian crossings at the intersections might be done in stamped asphalt or concrete pavers to make them more pedestrian friendly.

Rast continued that Council support had allowed the Advisory Committee to submit the plan to the ARC. To be included, the plan must be approved by Council and the projects must be included in the City's PIP. Rast added that just because the projects were included in the PIP did not mean the City had to do them. Inclusion in the PIP made the projects eligible for funding from the ARC, he explained. The information needed to be submitted by mid-November and each project needed to be a separate submittal. He added that projects for FY 2002 had already been submitted, but Rast felt the City had a good chance of being included in FY 2003 TIP funding. Rast pointed out that they were dealing with a variety of property owners. He added that RAM Development, the developer for Wal-Mart and Home Depot, was willing to work on architectural standards on their property. The committee would like to develop review criteria for projects in the area and would like to see cohesive development along Highways 54 and 74. The results of the study should be included in the update of the City's Land Use Plan, Rast said.

Tennant asked Rast for clarification on the funding and whether it would come from the ARC or DOT. Rast explained that the ARC managed the DOT funding, including projects it felt was viable in the TIP. He said projects that weren't eligible for the Livable Centers Initiative could

still be eligible under the TIP program. Tennant enquired if 20% of the funding still fell to the City, and Rast said yes. Steve Brown, a member of the Advisory Committee, asked Rast if there were federal grants available for some of the projects. Rast said there were several pots of money available, including grant money for this type of development. Those would be pursued first, then others, Rast added. Lenox added that money for the projects was available, but DOT's policy was that if the City wasn't ready to help itself, they wouldn't help them. Fayette County was the only county in metro Atlanta without a 1% LOST for transportation, Lenox added.

Rapson asked Rast about the 40 acres in the area that had not been identified for specific development. Rast replied that it was the only property within the approximately 1,500-acre area that was not spoken for and was not developed. Rapson referred to pages 14 and 15 of the study that said the cost of Phase Two of the northern secondary road from the Home Depot/Wal-Mart entrance drive to Huddleston Road should be shared by the developer and the City. Rast stated that was one of the points debated by the advisory group. Rapson commented that the reason people would use the road was to get to the commercial sites to spend money. Lenox stated that the developers didn't have to do any of this. To achieve what was best for the City, there had to be a certain amount of give and take. He agreed that he wanted the developers to pay for it, but didn't want to tie the City's hands.

Rast said there was a fine line and he was hoping the plan would be a win-win situation for everybody. If the city was willing to participate, the developers' feet would be held to the fire, he said. Rapson said it was a great plan, but he was concerned about putting \$2.5 million in the PIP over the next two years. He said he realized that the plan was conceptual right now and the numbers weren't etched in stone unless the City got the grants. He commented that he was opposed to raising taxes now, and he was certainly opposed to overlaying \$2.5 million over the next two years. Rast said it was required for communities to have the projects in the PIP to get funding. Once the dollars were committed, no one else could get them. If projects did not move forward, the money went back into the pot. Rast added that some projects were never built. Rapson said that with DOT, DCA, and ARC falling under the GRTA umbrella now, GRTA needed conceptual approvals, adopted plans, and for Council to have taken action and put the funding in place before the projects even got to the table for the TIP. Lenox said what Council was doing at this meeting represented a conceptual approval and commitment that it was a worthwhile project, but was not a final authorization for money. Rast added that the City would begin applying for grants in November for the projects. When the grants were awarded, they would come back to Council. If the money wasn't there, the project would be delayed. He added a lot of the projects were dependent on the road widening.

Tennant commented that he would be willing to pay a portion of the secondary road costs if it limited curb cuts on Highway 54. Rapson agreed that Council needed to be flexible enough to work out what was best for the City. Council commended the Advisory Committee on the work they had done to prepare the study. Tennant moved to approve the transmittal resolution to the ARC. McMenamin seconded. The motion was carried unanimously.

09-01-01 Public Hearing – Consider the 2001 Millage Rate

Lenox read the procedure for the public hearing. Basinger told Council this was the final public hearing of three required by the State to consider the millage rate. He stated that Council was required to set the millage rate tonight after the final public discussion. Financial Services

Director Paul Salvatore gave a brief presentation on the 2001 millage rate. (A copy of the presentation is included in the official meeting file.)

McMenamin read a prepared statement on her thoughts about the budget and millage rate. She pointed out that the City Manager had directed only essential department purchases be made until the full impact of the economic slowdown was known. McMenamin felt Council needed to direct staff to develop a plan that would compensate for a 5-20% decrease in revenues expected to be affected by the events of September 11. She asked the directors and chiefs to take another look at their operating budgets and identify any equipment or cuts that could be made without affecting service delivery. She added that if it was determined prior to the end of the fiscal year that all the cuts weren't necessary, then funds should be released back to the departments and projects and equipment returned to the PIP.

Ben Bauman asked if the City had a long-term contract for natural gas and gasoline. Salvatore said he had looked at that and had gone with the low bid. Bauman added that it would be a good time to lock in the price since natural gas prices were lower. Lenox pointed out that the City purchased natural gas with the County and the Board of Education to keep costs down, but didn't know if anyone had looked at other options to drive down costs. Rapson commented that even though the prices had dropped, the savings hadn't been passed on to consumers. Basinger said staff would look at it.

Rapson said he agreed with a lot of McMenamin's comments. It was common sense for the City to attempt to live within its means, he said. Rapson added that was hard, especially since the City had been growth-oriented for so long and was now feeling the effects of growth slowing down. McMenamin stated that the Council had also always tried to meet the demands of the citizens and was a city of recreation. In other cities, private interests provided those facilities and programs.

Sales tax was the City's biggest revenue source, Lenox stated. If that revenue were to drop 20% it meant that purchases in the community had dropped 20% and represented an 8% reduction in overall revenue. The other vulnerable area was the hotel/motel tax. If the hotel/motel tax was cut in half, it represented a 3% overall budget shortfall. Both areas represented a 10% drop in revenues and shouldn't be taken lightly, Lenox said. Salvatore said he had looked at the major revenue sources that might be affected which totaled over \$7 million. A 20% cut in the \$7 million collected from those areas would be \$1.4 million, Salvatore said.

Staff was working on a contingency plan, Lenox said. He explained that the output was pretty well fixed and most of the cost was salaries and benefits. He said the economy was pretty resilient and Peachtree City was a resilient community. The City needed to be prepared. Staff had gone back through every line item and found an additional \$75,000 to cut, Basinger said. The City did not produce a product, but it provided a service. Basinger said the City couldn't cut people and provide the services. Staff would look at the budget again and come up with a plan to take care of a 5% to 20% deficit in revenues, including the cash reserves. Basinger said staff had hoped to improve cash reserves, but might have to dip into them. He added it would be a combination of all the sources, expenses and revenues and cash reserves that would be looked at. The recommended millage rate would make a tremendous improvement in the cash reserves, but unfortunately, the City might have to dip into them right away depending upon how bad the

situation got. McMenemy replied President Bush had said he would take care of national defense and that the public needed to keep the economy going. Basinger added that it was important to the morale of the citizens for the city to continue to provide services.

Recreation Commissioner Earl Spell told Council that the City's Little League Association had been approached to use the City's baseball/soccer complex for a regional tournament, which would benefit the hotel/motel tax.

McMenemy commented that it was important to maintain continuity for the City's families as she recalled her husband putting in three tours in Vietnam in five years. She said she looked to the community to help provide a stable, safe environment.

Phyllis Aquayo stated that everyone moved to Peachtree City for a certain quality. The residents expected the City to spend money wisely and provide quality services. Most residents would rather see the millage rate go up than lose the quality of the services, she said.

New Agenda Items

10-01-01 Public Hearing – Adopt the 2001 Millage Rate

Lenox stated that the purpose of the three previous public hearings were for information and didn't call for any action. The purpose of this hearing was to adopt the millage rate. Staff recommended a gross millage rate of 8.697 and LOST rollback rate of 4.382, which left a net millage rate of 4.315 mills, the rate used in preparation of the budget for the next fiscal year.

Tennant commented that everyone had come to expect a certain level of service from the City and that the City Manager saw to it that there was a heck of a bang for the buck. These were difficult times for some families and a lot of businesses were walking on pins and needles. The bottom line was he didn't feel it was the time to increase people's taxes. Tennant suggested that the Public Safety budgets be left alone and that the other departments cut their budgets 10% across the board. That would mean cutting people, but Tennant added that the private sector was doing that.

Aquayo asked how much the millage rate increase would be for a \$100,000 home. Salvatore said a mill was 47.5 cents per thousand on the assessed value of a home, or about \$40 per year for a \$200,000 home. He added there was a tax credit increase of about the same amount. Lenox said the City was talking about ½ mill, so the cost would be about \$20 for a \$100,000 home. Aquayo stated that if a millage rate increase allowed the City to provide services and kept the unemployment rate from going up, she didn't feel it was big sacrifice. Lawrence DeMarino said it was still a tax increase versus a tax cut. Lenox pointed out that the difference between the City and federal governments was that the City wasn't allowed to operate on a deficit budget.

Kathy Cheney commented that the millage rate increase hit home with her. Her husband retired from the military so they could stay in Peachtree City. Their home was their single largest investment, she said. The City needed to make sure the kids were taken care of and as well as the things that make Peachtree City the place it was. She said she didn't mind spending a little money now to protect their investment.

Ben Bauman, a small business owner in the City, stated if the City took more money from businesses, they would lay people off to make budget. He asked if a few people should be laid

off in the City, or 50 in the community. If government services were cut, those people might remain employed. Lenox said the average value of a home in Peachtree City was \$200,000, which was just under \$28 a month in ad valorem property taxes at 4.315 mills. He pointed out that was less than people paid per month for cable or cell phones. He added that the City had had a lower tax rate and provided services way above other cities. Staff provided those services cheaply and he didn't want to cripple that ability for a very small amount of money per household, Lenox said. McMenamin asked whom the City would lay off, whether it would be the people who pick up trash and keep the City looking good, or someone else.

Tennant said he wasn't talking about doing away with departments or necessarily doing away with people, although it could come to that. He added that \$30 or \$40 wouldn't change people's lifestyles, but it would affect people's attitudes about government.

Rapson stated he was opposed to the tax increase, to laying people off, and to a 10% cut across the board. He felt the tax increase wasn't warranted because of the cash reserves the City had. He said he didn't want to see employees laid off, but that could happen when talking about 10% cuts. Larger departments could handle the cuts, but smaller departments couldn't absorb them. There were other ways to pick up the extra 10%, such as not hiring people right away to fill vacancies. Rapson added that he was talking short-term solutions since he believed the economy would turn around.

John Mrosek said it was a matter of principal and that the nation elected a president and Congress who chose to cut taxes. The City was experiencing a decline in revenue and expenses had to be cut. The City's tax increase followed the County Commission's tax increase. Nobody wanted to cut important things in the City, but Mrosek said the City had to live within its means. Lenox asked Mrosek what services he would have him cut and said he refused to cut services. Mrosek said there should be citywide cost accounting audits and that everything in the City should be subject to competitive bidding. Mrosek said the examination of the budgets was a necessary discipline and was not a 24-hour process. He added that the LOST revenue had to go down because of September 11.

Lenox moved that the millage rate of 8.697 gross millage and LOST rollback of 4.382 resulting in a net millage of 4.315, as recommended by City staff and reviewed during the budget process, be approved. McMenamin seconded. The motion carried 3-2 with Rapson and Tennant voting against it.

10-01-02 Discussion on the Commission on Children and Youth

Cele Eifert, chairman of the Commission on Children and Youth (CCY), asked Council to dissolve the CCY. Eifert told Council the CCY was one of the few city-based CCYs in a field of county-based CCYs. The CCY also represented a city that had no children/youth-related social services. Nonetheless accomplishments had been made and programs had been implemented by the commission. It was time to pass the baton to Fayette FACTOR, which came into the forefront last October and was a collaborative of countywide services and resources. The CCY recommended Council dissolve the CCY immediately, that Council appoint a Councilmember or City representative with decision-making authority to the Fayette FACTOR Board of Directors, and that Council support the Youth Advisory Board as a stand-alone entity under the Recreation Department.

McMenamin asked Eifert to explain Fayette FACTOR. McMenamin added that her point was that dissolving the CCY was not taking anything away from the City.

Jill Holmes-Long, the chair of the Fayette FACTOR (Family Alliance for Teamwork, Outreach and Resources), explained that FACTOR was granted by state money last October and was created to be a networking group for all services and service providers in the county, and to look at what was there or not and plug in the holes. She continued that children and youth from throughout the county crossed municipal lines for schools and other activities, and that would continue to grow. She pointed out there had been more suicides in the 15-20 age range in the last five years than ever before in Fayette County. Fayette FACTOR made sure there were services in place and there was not duplication. The organization's board was growing and had representatives from the municipalities, faith-based organizations, business, and service providers.

Lenox asked about the option recommended by staff which included appointing a councilmember or city representative to Fayette FACTOR. Eifert stated that CCY preferred that the representative should be someone with decision-making authority and that making a Councilmember the representative showed the level of importance and value that children and youth held. McMenamin said she would rather the representative be a member of the Recreation Commission. Rapson, who had teen-age children, agreed with Eifert and felt it was more appropriate for a Councilmember to serve on the FACTOR board. He said he would be willing to serve. CCY Commissioner Chuck Lehman pointed out that when FACTOR was formed Mayor Steele from Fayetteville was involved. CCY Coordinator Bernice Wassell added that Cheryl Lee, mayor of Tyrone, had also been involved.

Lenox said since it was the consensus that someone from Council, who had the time and the willingness to do it, could serve until the consensus changed. McMenamin said she didn't want to downplay the Recreation Commission since the CCY came out of it and did do some things about mental health, date rape, and branched out into other areas. Lehman pointed out that Wassell was already in the FACTOR as a director. McMenamin said she felt more comfortable with Wassell in the FACTOR since she worked with the YAB and had that input. Tennant and Fritz said they were also willing to do it. Fritz said people often came wanting assistance and having something like FACTOR as a source would be very helpful.

Holmes-Long said the steering committee for the FACTOR had been in place for two and a half years. There was an active working collaborative of which Wassell was an active member. The collaborative was divided into task committees, with the Research and Development Committee looking at what the best practices were to address issues with kids. She added there had been a 1% increase in juvenile crime and the committee was looking at the reasons behind it and what the crimes were. The Outreach Communication Committee had put together a website, www.fayettefactor.org. A countywide assessment looked at the strengths kids needed to be productive citizens in the future. Fayette FACTOR wanted good healthy families and parents that parented well with children that would grow into good citizens.

Lenox moved to adopt the action recommended by Cele Eifert as chairman of the CCY utilizing Option 3 (Option 3 recommended Council dissolve the CCY immediately, that Council appoint a

Councilmember or City representative with decision-making authority to the Fayette FACTOR Board of Directors, and that Council support the Youth Advisory Board as a stand-alone entity under the Recreation Department). Tennant seconded. Fritz asked if CCY objected to having two councilmembers on the FACTOR board. Eifert and Holmes-Long said no. The motion carried unanimously.

Tennant moved that Steve Rapson be appointed as Council representative to the FACTOR. Fritz seconded. The motion carried unanimously.

10-01-03 Consider Exceptions to Water Restrictions – Fundraisers for the 9/11 victims

Basinger said the City had received a request from Chick-fil-A to hold a car wash in conjunction with a community yard sale on Sunday, October 7. All proceeds from both events would be donated to the September 11 Disaster Relief Fund. Basinger continued that Peachtree City was a member of the Department of Natural Resources Environmental Protection Division 15-County Metro Atlanta Outdoor Water Ban, which prohibited outdoor water usage between 10 a.m. and 10 p.m. Council had the authority to grant an exception to the ban and Basinger asked that Council authorize the Chick-fil-A exception as well as any other requests for fundraisers in which all proceeds would benefit the September 11 Disaster Relief Fund. Rapson moved to approve the request. Tennant seconded. The motion carried unanimously.

Council/Staff Topics

There were no Council/Staff Topics.

There were two personnel matters, one legal matter, and one real estate matter for executive session. Lenox moved to go into executive session after a short break. Fritz seconded. The motion carried unanimously.

McMenamin moved to adjourn the executive session. Fritz seconded. The motion carried unanimously.

There being no further business to discuss, McMenamin moved to adjourn the meeting. Fritz seconded. The motion carried unanimously. The meeting adjourned at 9:35 p.m.

Jane Miller, City Clerk

Robert L. Lenox, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Director of Financial Services P.S.

FROM: Director of Developmental Services 
City Engineer 

DATE: October 11, 2001

SUBJECT: Stormwater Management Program Assessment and Action Plan – Contract

In July of this year, staff updated you on the status of the stormwater management program. At that time Council authorized staff to pursue a course of action, which would examine current programs, stream quality, and budget while involving the public in preparation of a plan to meet NPDES permitting requirements.

Staff then requested statements of qualifications (SOQ's) from metro-area consulting firms with known stormwater interest. The SOQ's were examined and evaluated according to the following criteria:

1. Project understanding.
2. Technical approach.
3. Qualifications of personnel.
4. Availability of personnel.
5. Organization.
6. Related experience.
7. Proposed schedule.

After much review and subsequent clarification on the scope of services, staff determined that a re-advertisement would best serve the interests of the City. Five firms responded to our second advertisement. Each firm's package was evaluated according to the criteria above, with all five firms demonstrating acceptable aptitude in stormwater management. Therefore, all five price proposals were subsequently opened. The results are as follows:

- | | |
|--|-----------|
| • AMEC Earth & Environmental of Marietta (AMEC) | \$153,300 |
| • Ewing Engineering Company (EEC) | \$143,167 |
| • Camp, Dresser, & McKee of Atlanta (CDM) | \$127,689 |
| • Rochester & Associates | \$ 86,028 |
| • Integrated Science & Engineering of Fayetteville (ISE) | \$ 75,000 |

Each firm demonstrated a complete understanding of the scope and commitment to provide the following:

1. **A COMPREHENSIVE PROGRAM ASSESSMENT.** *(Ordinances, plan review procedures, current spending, infrastructure needs, regulatory status, etc.)*
2. **A COMPLETE WATER QUALITY ASSESSMENT.** *(Examining existing data; collecting new data from 34 different sites, under 4 different stream-flow conditions, examining 20 different quality characteristics.)*
3. **A PRACTICAL STORMWATER ACTION PLAN.** *(Lead a stakeholder group toward recommendations for the future stormwater program in compliance with NPDES phase II requirements and community expectations.)*
4. **DELIVERABLES.** *(Interim report of the Program Assessment, Interim report of the Water Quality Assessment, Water Quality baseline database (GIS-ready), Draft & Final Action Plans, and a complete Notice of Intent for compliance with NPDES phase II)*

Integrated Science & Engineering (ISE) has proposed to complete this work for the lump sum of \$75,000. ISE has indicated in their proposal that they have been coordinating with and gathering support from local and regional environmental groups to complete the water quality sampling effort at a substantial savings over the other firms.

Funding of the project was set aside during staff's previous presentation on this matter, at which time Council authorized \$75,000 to be budgeted for the assessment and action plan. The action plan is a necessary component in meeting the requirements of EPA's new stormwater regulations under the second phase of the NPDES program. Staff believes that delaying this work would jeopardize the City's ability to come into compliance with the phase II regulations and would be a setback difficult to overcome.

Therefore, given the value of the labor, organization, and management of the sampling and testing program, the assurance of their project understanding, and the firm's familiarity and association with our community, city staff recommends that Council award the Stormwater Management Program Assessment and Action Plan Services Contract to Integrated Science & Engineering of Fayetteville for \$75,000.

Attachments

Proposal Tabulation Sheet
Scope of Design Services

RFP
~~BID~~ TITLE: Revised Stormwater Mgt
BIDS OPENED BY: Robb McCreary
WITNESSED BY: X

WITNESSED BY:

TIME COMPLETED: 2:45 pm

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
AMFC Earth & Environmental	1395 S Marietta Pkwy, Bldg 300 Ste 210, Marietta GA 30067	\$ 153,300. ⁰⁰		
CDM	2030 Powers Ferry Rd Ste 325 Atlanta GA 30339	\$ 127,689. ⁰⁰		
Rochester & Assoc	425 Oak St NW Gainesville GA 30501	\$ 86,028. ⁰⁰		
Integrated Science & Eng	275 S Lee St Fairfaxville GA 30214	\$ 75,600. ⁰⁰		
Ewing Engineering	716 Poplar St Ste B-5 Macon GA 31201	\$ 143,167. ¹⁷		



Peachtree City

Georgia

STORMWATER MANAGEMENT PROGRAM ASSESSMENT & ACTION PLAN REVISED SCOPE OF SERVICES

Letters of Interest, Statements of Qualification, and price proposals are solicited for services associated with the planning and preparation of a Stormwater Management Program Assessment and Action Plan.

Background.

Peachtree City has been identified as most likely having to comply with the phase II NPDES requirements proposed by the EPA. While the determination is uncertain, it is the City's desire to pursue a stormwater program that would meet the regulatory requirements on the horizon as well as improve the environmental conditions in the community. Toward that end, the City is seeking a qualified consultant to provide the following services.

Scope of Services.

- 1. PROGRAM ASSESSMENT.** The consultant will be expected to provide:
 - a. *An evaluation of ordinances, plan review procedures, program goals, and public opinion.*
 - b. *An evaluation of flood control issues through the review of flood complaint records, review of FEMA flood study and maps, interviews with affected citizens, and research into possible map updates.*
 - c. *An evaluation of drainage infrastructure by review of construction plans and spot review of the older neighborhoods (an assessment of their overall condition would be provided).*
 - d. *An evaluation of current storm water spending and capital improvement plans.*
 - e. *A clear and objective definition of our current level of service and extent of service.*
 - f. *An evaluation of our regulatory status with EPD, EPA, and other storm water agencies, both state & federal.*
 - g. *A summary of the assessment in the form of an interim report.*
- 2. WATER QUALITY ASSESSMENT**
 - a. *Compile and review existing data to be provided by the City. Data has been collected by different agencies at different locations during different flow conditions. The data needs to be pulled together to examine where more detailed sampling is to occur.*
 - b. *Conduct a sampling and testing program that would create a baseline for future work. The consultant is to **assume the responsibility** for the collection, testing and transport of samples and compile those results into a format (Access database) suitable for inclusion into the city's ArcView based GIS.*
 - i. *34 Sample Locations; Four sample events.*
 - ii. *In-situ parameters to be measured: DO, turbidity, specific conductivity, salinity, pH, and temperature.*
 - iii. *Lab parameters: Total Kjeldahl Nitrogen, Carbonaceous BOD₅, fecal coliform, and e-coli.*

- iv. *pH, Phosphorus, Potassium, Calcium Magnesium, Manganese, Iron, Aluminum, Boron, Copper, Zinc, Sodium, Chromium, Cadmium, Nickel, Molybdenum, and hardness will also be measured.*
- c. *Integrate existing and new data.*
- d. *Provide a summary of the water quality assessment in the form of an interim report detailing the conclusions and interpretation of the data.*

3. STORMWATER ACTION PLAN

- a. *Assist City staff to identify stakeholders in the process.*
- b. *Prepare and present recommendation to stakeholders on possible ordinance changes.*
- c. *Research feasibility of and discuss need for new flood mapping.*
- d. *Conduct at least two stakeholder meetings.*
- e. *Review step 1 & 2 results with stakeholders.*
- f. *Lead stakeholders in discussion of regulatory issues.*
- g. *Lead stakeholders in establishing level and extent of service of the program.*
- h. *Lead stakeholders in a discussion of flooding and quality issues.*
- i. *Lead stakeholders in establishing a draft action plan.*
- j. *Lead stakeholders in a discussion of the advantages and disadvantages of a local stormwater design manual.*
- k. *Lead stakeholders in an overview of NPDES phase-II including six minimum control measures, application process, proposed compliance schedule, and estimated cost of compliance.*
- l. *Record and submit to the City minutes of all stakeholder meetings.*
- m. *Prepare and submit a final Stormwater Action Plan suitable for submission to EPD for phase II compliance.*
- n. *Prepare NOI and all documentation required by EPD for phase II.*

Deliverables.

- Interim report – Program Assessment
- Interim report – Water Quality Assessment
- Stakeholder Meeting Minutes
- Draft Action Plan
- Final Action Plan
- Completed NOI ready for submittal to EPD

Work Schedule.

The City anticipates completing all work associated with these services by the end of March 2002 for presentation to City Council.

Proposal Submission Standards:

Five (5) copies of the entire package as outlined below shall be submitted not later than 3:00 PM, Wednesday, October 10, 2001, addressed to:

Mr. Paul Salvatore, Director of Financial Services
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Letter of Interest. A brief letter of interest shall be included.

Statement of Qualifications. Statements of qualifications shall not be more than 25 pages in length. Only resumes of persons actively working on this project shall be included. If work is to be sub-consulted, then a joint submittal of qualifications is required. A proposed schedule for completion of this work shall be included.

Price Proposal. A Price Proposal shall be submitted according to the above deadline in a separately sealed envelope and shall present the breakdown of costs according to the steps spelled out in this scope of services.

Furthermore, be reminded that because of recent changes to Georgia's Open Records Act that any file history related to this project is subject to the provisions of public review. All records, documents, drawings, plans, or maps created under this scope of work will become the property of the City upon final payment. The contact for questions regarding this project is Mr. Jim Williams, Director of Developmental Services, at 770-487-5731.

Proposal Evaluation Standards:

Selection will be based upon professional qualifications, experience in performing similar work and the firm's ability to complete the work in a timely manner. Price proposals will be considered after the qualifications have been properly evaluated according to the following measures:

1. Understanding of project objectives.
2. Technical approach.
3. Qualifications of personnel.
4. Availability of personnel.
5. Organization.
6. Related experience of the firm and key personnel.
7. Proposed schedule.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager 

FROM: Administrative Services Director / City Clerk

DATE: October 11, 2001

SUBJECT: "Shop Peachtree City" Event and Logo Use Approval

Councilmembers McMenamin and Fritz and I met today with representatives from several of the local shopping centers to discuss a "Shop Peachtree City" Day, to be proclaimed by Mayor Lenox. As you may know, some of our local merchants are somewhat concerned about the potential effects of the economy on local businesses. Councilmember McMenamin, with the support of Mayor Lenox, suggested this city-endorsed event to demonstrate the city's support of local business and to encourage our residents to learn about the wide array of commercial establishments available here in town.

The merchants and property managers in attendance were very enthusiastic about the event, and decided that the first weekend in December (Friday, November 30 through Sunday, December 2) would be the most appropriate time prior to the holidays. Suggestions to unify the event included a city proclamation, press releases, and a common logo/slogan to be used promoting the event. The merchants and centers will bear the financial costs and determine their individual participation with events and sales, and all retail stores and restaurants in the city will be given the opportunity to participate. Betsy Tyler and I will provide assistance as needed.

The group asked if the promotional items could include the city logo for this particular event, which will require Council approval. Staff supports use of the logo for this specific, city-initiated event. Some promotional activities may require additional requests for Council approval at a later date.

POSITION PAPER
Proposed Variance: Lot 43, Fairways Subdivision
Pearson Residence
Director of Developmental Services
October 10, 2001

Situation:

Mr. Herman E. Pearson owns the house at 124 Masters Drive North. The original owner of the house constructed a deck that encroaches into the rear setback. In 1999, Mr. Pearson was granted a variance for the deck encroachment and was given permission to enclose the underside with screen wire; but it was stipulated in the approval of the variance that the upper area of the deck would not be enclosed and no permanent all-weather enclosure would be added to the lower area (Attachment "A").

Mr. Pearson is now applying for another variance to roof and screen the upper area of the deck (Attachment "B").

Facts:

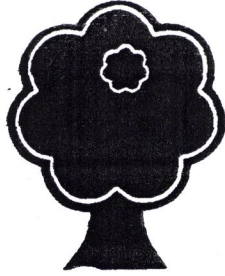
1. The deck encroaches 9.1 feet into the rear setback, which is 20 feet (Attachment "C").
2. The area to the rear of Mr. Pearson's property is city-owned greenbelt.
3. To date, the City has received no complaints about the deck encroachment from other homeowners in the area.

Recommendation:

The staff recommends the proposed enclosure be approved even though it would contribute to the existing encroachment problem. The adjoining greenbelt mitigates the impact of the encroachment, and it does not appear to have created an adverse impact on the adjacent and nearby homeowners.

JBW/jir

Attachments "A" – "C"



Peachtree City

Georgia

May 7, 1999

Mr. Herman E. Pearson
124 Masters Drive North
Peachtree City, GA 30269

RE: Variance Request - The Fairways, Lot 43, 124 Masters Drive North

Dear Mr. Pearson:

During a public hearing on May 6, the Mayor and Council of Peachtree City granted your request for a variance to the setback ordinance. The variance was granted to allow your existing deck to encroach into the rear setback 9.1 feet. They also approved enclosing the underside of the deck with screen wire with the condition that there be no enclosure to the upper area of the deck and no permanent all-weather enclosure to the lower area.

Please retain this official notification for your records and advise any future homeowner of the situation. If you have any questions, you may call me at (770) 487-7657.

Sincerely,

Nancy Faulkner
City Clerk

cc: Zoning Administrator
Building Official

positions. Therefore, Basinger recommended that the City Clerk report to the Assistant City Manager. He submitted a revised job description, which was reviewed by the City Attorney. McMenemy made a motion to accept the City Manager's recommendation and to adopt the revised job description. Pace seconded the motion. Motion carried unanimously.

NEW AGENDA ITEMS

05-99-01 Public Hearing - Consider Variance - Lot 43, The Fairways

Mayor Lenox read the rules for conducting a public hearing and asked to hear from the applicant and those supporting the variance. Mr. Pearson addressed Council and explained that he discovered his deck was in violation of the setback ordinance when he applied for a permit to enclose the bottom portion of the deck with screen wire. Jim Williams, Director of Developmental Services, recommended Council approve the variance because Mr. Pearson was not responsible for the violation. Williams did not feel it would impact Pearson's neighbors because the deck was adjacent to a greenbelt.

Hearing no one else speak in favor of the variance, Lenox asked to hear from those in opposition. Hearing none, Lenox called the hearing to a close and asked if there were any questions. Hearing none, Lenox opened the floor for Council debate.

Brooks made a motion to grant the variance to allow the existing deck to remain in the setback and to approve enclosing the underside of the deck with screen wire. Brooks made the motion with the condition that there would be no enclosure to the upper area of the deck and no permanent all-weather enclosure to the lower area. Pace seconded the motion. Motion carried unanimously.

05-99-02 Consider Funding for Playground Equipment

Anne Myers, representative from the Playground Committee of Braelinn Elementary School, addressed Council and requested funding for new playground equipment. She said the existing equipment was installed in 1990, but it did not comply with safety or ADA standards. She said parents had become increasingly concerned due to the number of injuries caused by the equipment. Children had experienced broken bones, sprained ankles, cuts, abrasions and splinters.

Myers said the committee proposed new play structures, which were virtually

REQUEST FOR VARIANCE
ZONING ORDINANCE, CITY OF PEACHTREE CITY

This is a request for a variance from the requirements of the Peachtree City Zoning Ordinance for the property located at: 124 Masters Drive North, Peachtree City, GA 30269-2789

The reason this variance is being request is as follows: To screen in the existing deck at the above address for the convenience of the homeowners as outlined in the attachment dated September 16, 2001

Along with this form, the applicant should submit a detailed report justifying the granting of the requested variance. In preparing the report, please consider the following:

Variances from the provisions of this Ordinance may be approved by the City Council if it is determined that they will not cause substantial detriment to the other parties or impair the purpose or intent of this Ordinance; provided, however, that no variance can be granted for a use that is specifically prohibited by this Ordinance within the zoning district in which the property is located.

In making a determination on a variance request, the City Council shall consider the following factors:

- a. Whether or not the special circumstances contributing to the request are peculiar to the particular property involved;
- b. Whether or not the situation for which the request is being made poses an unnecessary hardship for the applicant; and
- c. Whether or not the request is due to an intentional action of the applicant to violate the requirements of this Ordinance.

I Certify that I am the owner or duly authorized agent of the owner of the above-described property:

Name: (Please type or Print) Herman E. Pearson

Address: 124 Masters Drive North, Peachtree City, GA 30269-2789

Phone: 770/487-6044

Signature: Herman E. Pearson

This request, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:

Signature: James B. Williams

Title: ZONING ADMINISTRATOR

Date of Acceptance: SEPTEMBER 19, 2001

Date of Public Hearing: OCTOBER 18, 2001

7/01/01

ATTACHMENT - 9-16-01

On May 6, 1999, the Mayor and Council approved my request for variance to allow my existing deck to encroach into the rear set back 9.1 feet and also approved "screening in" the underside of the deck with the condition that there be no enclosure to the upper area of the deck.

When I requested the variance (see the attached dated 4-16-99), I stated, "There will not be any additional structure on top of the deck." I should have added "at this time." I humbly admit that statement was short-sighted on my part and may have had an impact on the conditional approval rendered by the Mayor and Council.

I respectfully ask that they reconsider the conditional approval and grant approval for me to screen in the upper area of the deck for mosquito abatement, health reasons, comfort and energy conservation.

Thank you again for your consideration in this matter.


Herman E. Pearson
124 Masters Drive North
Peachtree City, GA 30269-2789

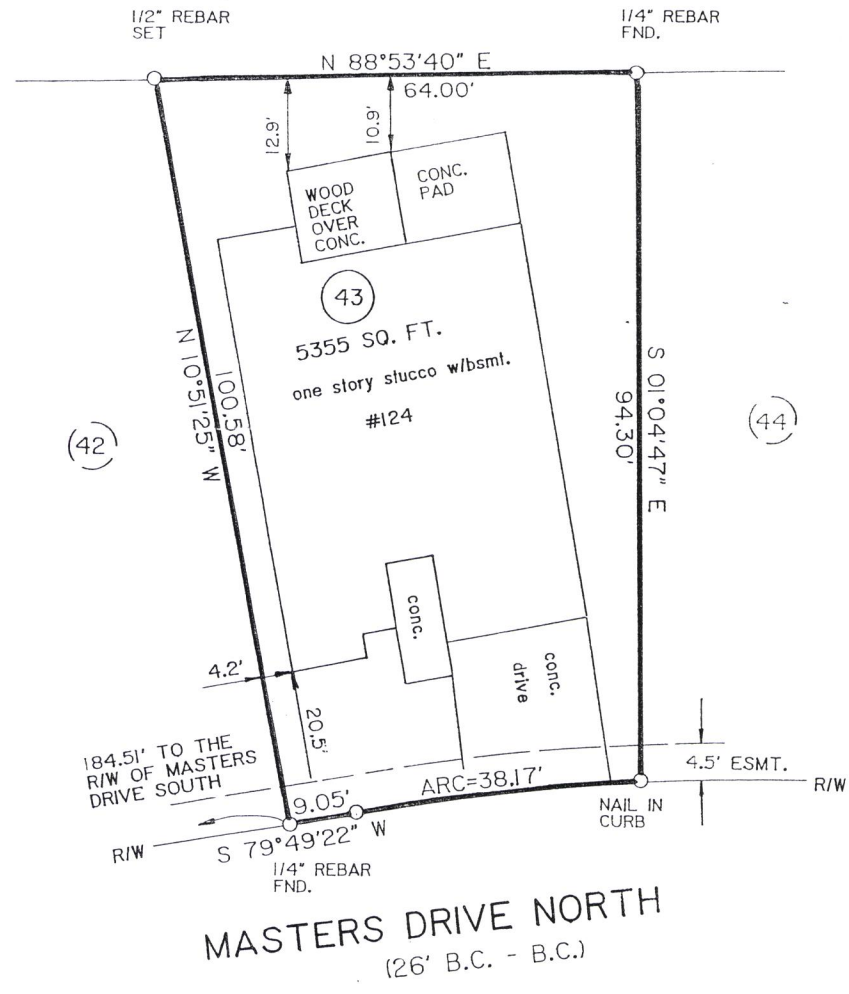
Attachment

The deck was installed prior to my purchase of this property and I would like to have this variance granted to include approval to screen in the underside of the deck. There will not be any additional structure on top of the deck.

This deck is out of complete view from the street and is heavily screened by natural vegetation.

Thank you for your consideration in this case.

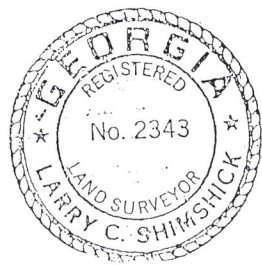
Herman E. Pearson



SETBACKS: (HOUSE SEPARATION):
FRONT: TO HOUSE, 20' TO GARAGE, MEASURED TO BACK OF CURB.
SIDE TO SIDE: 10'
REAR TO SIDE: 20'
SIDE TO STREET: 10'
REAR TO REAR: 40'
REAR TO PROJECT BOUNDARY OR GREENBELT: 20'

NOTE:
REVISED 03-17-99 ONLY TO FIELD MEASURE THE TWO REAR DISTANCES ON THE WOOD DECK.

In my opinion, this property does not lie within the 100 year flood plain according to the HUD Flood Plain Map No. 130078 0090 D Dated: MARCH 18, 1996



In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

Larry C. Shimshick
Larry C. Shimshick, R.L.S.

PREPARED FOR:

HERMAN E. PEARSON & ANICE P. PEARSON

SUBDIVISION: THE FAIRWAYS SUBDIVISION PHASE II		P.B. 23, PG. 93.
LOT: 43	LAND LOT: 41	DATE: 3-25-94
BLOCK:	DISTRICT: 6TH	REV: 8-16-96, 03-17-99
SCALE: 1"=20'	COUNTY: FAYETTE, GA.	JOB NO: 9403110

jefferson
consultants

Attachment "C"
consulting engineers • surveyors • planners

P.O. BOX 2627 PEACHTREE CITY
487-9805 GEORGIA 30269 487-9220

POSITION PAPER
Proposed Variance: Dingivan Property; 406 Holly Brook Lane
Director of Developmental Services
October 11, 2001

Situation:

Mr. and Mrs. Dingivan own the house at 406 Holly Brook Lane, Lot 166, of the Wilshire Estates Subdivision. They would like to install a 6-foot high privacy fence along their rear property line. The Building Department would not issue a permit for the fence because it was within a required fence setback area. Consequently, Mr. and Mrs. Dingivan have applied for a variance (Attachment "A").

Facts:

1. The rear yard of Lot 166 is adjacent to Holly Grove Road, which is classified as a Village Collector Road (Attachment "B").
2. Between the right-of-way line of Holly Grove Road and the property line for Lot 166 is a 25-foot wide, City-owned greenbelt (Attachment "B").
3. The Fence Ordinance, Section 18-340(c), prohibits fences in excess of 4 feet high within 35 feet of a collector road (Attachment "C").
4. In order to install a 6-foot high fence across the rear yard, it would have to be set at least 10 feet inside the rear property line.
5. Mr. and Mrs. Dingivan are requesting a 10-foot variance to this setback requirement so they can install the proposed 6-foot high fence on their property line.
6. A number of other property owners on the Dingivan's street have indicated support of the variance request and have also indicated a desire for a similar variance for their lots.

Recommendation:

The staff recommends against granting the variance. The whole purpose of the setback requirement was to discourage the "stockade" look that was allowed to develop along some of our collector roads prior to the adoption of our current Fence Ordinance. Similar variance requests were denied in the past, and many fences throughout the City have been installed in conformance with the current ordinance.

JBW/jir

Attachments "A" – "C"

Attachment "A"

The reason(s) this variance is being requested is as follows:

Due to the design/layout and size of the lots that are adjacent to Holly Grove road any property owner wishing to install a 6' fence would essentially be deprived of approximately 15% to 50 % of their backyard. In my opinion, losing 15% to 50% of what little yard we have would be an unnecessary hardship.

My family and I currently have what appears to be one of the larger lots on this side of Holly Grove road and it is only 64 feet from the back wall of the house to the buffer area. As the current city ordinance would require a 40' distance from the city 'right-of-way' to the fence, we would basically be forfeiting 15% of our yard to be in compliance.

Our family includes two children, 7 and 14 years old. We would very much like them to have a safe and private place to play. We also have a pet dog that could easily jump a 4' fence possibly causing harm to others and itself.

Our home is situated on a small hill that overlooks Holly Grove road. Currently Holly Grove road has not been completed, but when it is, we will have one of the busiest roads in the south end of Peachtree City directly behind our home. The buffer area, as it is now, is not adequate for providing a safe environment for our children or our pet.

The current 35' buffer area or a 4' fence will not abate the increased traffic noise. Only a 6' privacy fence, with additional plantings will reduce the noise to a reasonable level.

We believe that, with the assistance of the city planners, a landscaping plan could be developed that would assist in offsetting the 'tunnel' effect that a long length of 6' fence may create.

The following homeowners have indicated that they would either support or not-support of this variance:

☒ Support

Name

Address

Phone

☐ Not Support

Stephen & Carrie Barbieri

404 Holly Brook Ln. Peachtree City, GA 30269

678-364-9286

☒ Support

Name

Address

Phone

☐ Not Support

Mark & Janet Jeffares

410 Holly Brook Ln, PTC, GA 30269

770-632-8757

☒ Support

Name

Address

Phone

☐ Not Support

Will and Donna Soper

415 Holly Brook Lane

Peachtree City, GA 30269

☒ Support

Name

Address

Phone

☐ Not Support

COLIN SMITH

405 HOLLY BROOK LANE, PEACHTREE CITY

770 632 8727

☒ Support

Name

Address

Phone

☐ Not Support

JOSEPH C. BASILONE + Theresa A. BASILONE

402 HOLLY BROOK LANE P.E.C.

770-632-10430

☒ Support

Name

Address

Phone

☐ Not Support

Holly + Prince Whitley

1101 Twin Bridge Ln

770-486-9865

☒ Support

Name

Address

Phone

☐ Not Support

V. G. M. + BARBARA KING

409 HOLLY BROOK LANE

770-486-9046

☒ Support

Name

Address

Phone

☐ Not Support

BILL FOLEY

408 HOLLY BROOK LANE

770 486 2097

☐ Support

Name

Address

Phone

☐ Not Support

☐ Support

Name

Address

Phone

☐ Not Support

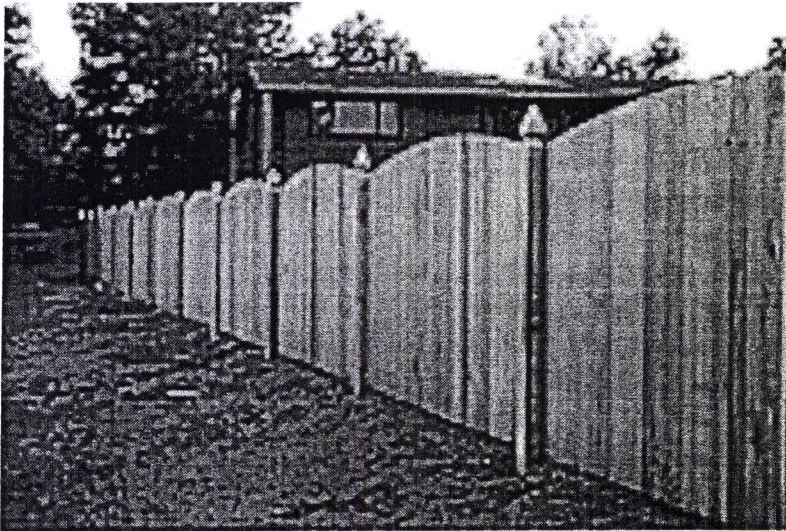
☐ Support

Name

Address

Phone

☐ Not Support



Posts will be on 8' centers, 'French Gothic'.

The height will be 6'.

Posts & pickets will be .04 pressure treated pine.

The fence will be stained a 'Cedar' color after approx. 1 yr.

Installation should commence sometime around the second week of Oct. and be completed in approx. two weeks.

Materials and installation are being supplied by:

American Landmark Group, Inc.
1501 Canton Road
Marietta, GA 30066

Voice: 770-795-9100

American Landmark Group, Inc. has installed many fences in and around the Peachtree City area for several years.

Special Note:

There will be four homes, in a row, that are having this fence put in at the same time.

LEGEND

- BOUNDARY LINE
- SETBACK LINE
- EASEMENT LINE
- MEAN FINISHED FLOOR
- MEAN SEA LEVEL
- IRON PIN FOUND
- 1/2" REBAR SET
- LOT NUMBER

- (6) EXISTING LOT NUMBER
- (18) LAND LOT NUMBER
- CART PATH EASEMENT (20' TYPICAL)
- SANITARY SEWER EASEMENT
- STORM DRAIN EASEMENT

WILSHIRE ESTATES PHASE 1A
REFERENCE SURVEY BY
JORDAN, JONES &
GOULDING, INC.
DATED 10-02-2000

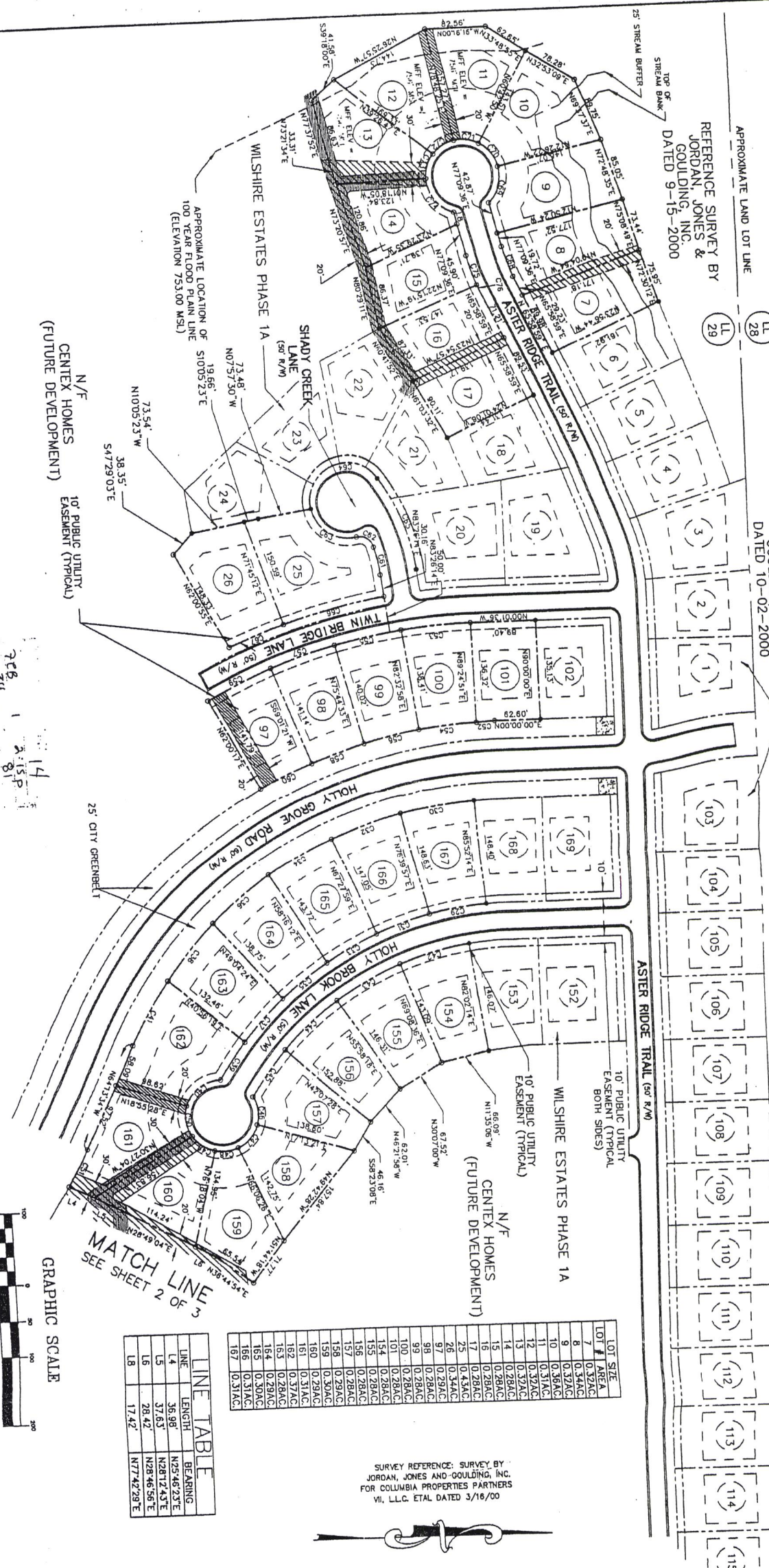
CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BEARING
C29	78.46	481.62	S08°31'03"E
C30	102.35	500.00	S08°26'34"E
C31	78.46	481.62	S17°48'46"E
C32	102.35	500.00	S18°43'29"E
C33	78.46	481.62	S27°08'27"E
C34	102.35	500.00	S28°58'56"E
C35	78.46	481.62	S39°11'28"E
C36	102.35	500.00	S45°44'19"E
C37	78.46	481.62	S49°14'29"E
C38	102.35	500.00	S53°59'08"E
C39	78.46	481.62	S58°26'40"E
C40	102.35	500.00	S59°17'51"E
C41	78.46	481.62	S14°14'06"E
C42	102.35	500.00	S27°23'09"E
C43	78.46	481.62	S40°53'29"E
C44	98.01	433.62	S40°53'29"E

CURVE TABLE CONT.			
CURVE	LENGTH	RADIUS	CHORD BEARING
C45	77.60	433.62	S27°09'35"E
C46	40.99	50.00	S83°44'16"W
C47	42.86	50.00	N48°20'07"W
C48	32.81	50.00	N05°05'48"W
C49	37.84	50.00	N35°15'50"E
C50	44.70	50.00	N87°26'17"E
C51	51.76	50.00	N61°43'16"W
C52	25.40	1464.83	N07°45'41"W
C53	95.49	791.00	S04°01'05"E
C54	79.05	692.78	S05°31'56"E
C55	84.69	791.00	S10°51'14"E
C56	78.16	692.78	S12°02'01"E
C57	93.49	791.00	S17°37'05"E
C58	77.01	692.78	S18°27'00"E
C59	96.60	791.00	S24°27'03"E
C60	79.27	692.78	S24°54'45"E

CURVE TABLE CONT.			
CURVE	LENGTH	RADIUS	CHORD BEARING
C61	38.73	225.00	S78°30'21"W
C62	30.25	20.00	S82°33'18"W
C63	81.55	51.66	N33°40'49"E
C64	141.56	51.66	S22°35'49"E
C65	136.76	275.00	S69°11'23"W
C66	144.39	847.00	S13°21'47"E
C67	81.29	847.00	S20°59'47"E
C68	43.85	325.90	N17°34'17"E
C69	52.01	50.00	N22°38'23"W
C70	42.33	50.00	S53°18'31"W
C71	35.01	50.00	S08°59'50"W
C72	35.01	50.00	S31°07'20"E
C73	35.01	50.00	S71°14'30"E
C74	32.43	50.00	N23°55'45"E
C75	42.18	275.00	N27°45'56"E
C76	11.46	275.00	N67°10'38"E

CURVE TABLE CONT.			
CURVE	LENGTH	RADIUS	CHORD BEARING
C77	38.73	225.00	S78°30'21"W
C78	30.25	20.00	S82°33'18"W
C79	81.55	51.66	N33°40'49"E
C80	141.56	51.66	S22°35'49"E
C81	136.76	275.00	S69°11'23"W
C82	144.39	847.00	S13°21'47"E
C83	81.29	847.00	S20°59'47"E
C84	43.85	325.90	N17°34'17"E
C85	52.01	50.00	N22°38'23"W
C86	42.33	50.00	S53°18'31"W
C87	35.01	50.00	S08°59'50"W
C88	35.01	50.00	S31°07'20"E
C89	35.01	50.00	S71°14'30"E
C90	32.43	50.00	N23°55'45"E
C91	42.18	275.00	N27°45'56"E
C92	11.46	275.00	N67°10'38"E

APPROXIMATE LAND LOT LINE
REFERENCE SURVEY BY
JORDAN, JONES &
GOULDING, INC.
DATED 9-15-2000



Sec. 18-340. General standards.

(a) All fences built or erected within the city shall conform to the standards specified in this article, the standards in this article shall apply to all fences within the city.

(b) No fence in excess of four feet in height shall be installed within 40 feet of the right-of-way of an arterial street or a major collector street.

(c) For any zoning lot adjacent to a greenbelt that is required along a collector street, no fence in excess of four feet in height shall be installed within 35 feet of the right-of-way of that collector street.

(d) No privately owned fence shall be installed within any public street right-of-way or within any city-owned greenbelt area.

(e) No fence shall be installed so that, in the opinion of the city engineer, it obstructs vision at any street intersection, or in any way creates a hazard to traffic.

(f) No fence shall be installed so that, in the opinion of the fire chief, it prevents or unduly restricts access to property for emergency purposes.

(g) If a fence is designed so that its structural supports are primarily on one side, that side must always be toward the interior of the property.

(h) Wire fencing may be attached to the interior of or made a part of any wooden, stone, brick, wrought iron, or other such non-wire-type fencing, where the other type fencing would not provide an adequate barrier to contain pets or animals. When so applied, the wire shall be vinyl coated or painted in a standard dark brown, dark green or black color. When used under these conditions, it shall not be considered a wire fence.

(i) If a fence is required by any governmental authority to provide for the safety and security of the residents of the city, that fence shall not be removed or otherwise left in an unsafe condition for any reason without the approval of the building official, and without proper precautions being taken to provide for continuous protection.

(j) It shall be the responsibility of the owner of the property on which a fence is located to maintain that fence in good and proper repair so that at all times it presents a neat and orderly appearance to surrounding property owners and to the general public.

(k) Any fence damaged by accident or an act of God shall be properly repaired within 90 days of occurrence. Fencing required for public safety purposes shall be repaired immediately.

(l) Swimming pool fences shall be constructed in accordance with the provisions of section 18-300.

(m) In those instances where fence height is limited to four feet, other than in a front yard or within the required setback area that adjoins a street right-of-way, fences with decorative features such as newels, finials and scallops may exceed four feet in height but in no case more than five feet in height.

(Code 1980, § 5-174(1))



Dear Council Members,

Being a Pilot with Delta, I am unable to be here tonight, but I hope you will consider my letter.

I have lived in Peachtree City since 1989 & have owned five houses. Unfortunately, when I bought my current house on Holly Brook Ln Centex & I failed to understand about the easements for fences on Holly Grove Rd.

I was very disappointed to learn that I was not able to fence much of my already small yard for privacy, safety & enjoyment for my three children. With Holly Grove Rd certainly becoming a major cut thru for residents in South Peachtree City I hope you can understand my concerns, & need for a fence. I hope you will grant all of us here tonight the right to fence in a reasonable amount of our yards for again, the privacy, safety & enjoyment for our families. Thank you for your time.

Respectfully
Joe Basalone
Captain 767 Delta Airlines



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Clerk 
DATE: October 11, 2001
SUBJECT: Alcohol License – New – Publix #799

Publix Super Markets Inc. #799 located at 1200 Highway 74 South has submitted an application to sell alcoholic beverages. Mr. Bryant McClenaghan has asked to be appointed as the Licensee and the License Representative. Mr. McClenaghan will be present at the meeting on Thursday, October 18, to answer any questions you may have.

:pd

Attachment



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, Major of Police Mike DuPree, for the City of Peachtree City, do hereby certify that:

Bryant McClenaghan
Name

230 Applewood Circle Newnan, GA 30263
Address

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

Mike DuPree
Signature

10/01/01
Date

[Signature]
Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: # 799 Publix Super Markets Inc	Business Location: 1200 Hwy 74 South	Receipt # 2743
Nature of Business: Retail Grocery Super-market	Mailing Address: Corp Licenses PO Box 407 Lakeland, FL 33802-0407	Business Phone Number:
Name of Licensee: Bryant McClenaghan	Home Address: Newnan, GA 230 Applewood Cir 30263	Home Phone Number: 770-252-0064
Name of License Representative: Bryant McClenaghan	Home Address: Newnan, GA 230 Applewood Cir 30263	Home Phone Number: 770-252-0064

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual <u>Owner's Name</u> , Partners' Names, <u>Corporation Name</u> and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Publix Super Markets Inc	1936 George Jenkins Blvd Lakeland, FL 33815	863-688-7407 243571
Contact		
Shirley Starling	Corporate Licenses	863-688-7407 243571

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

CITY OF PEACHTREE CITY
151 Willowbend Road
Peachtree City, GA 30269

LICENSE FOR SALE OF ALCOHOLIC BEVERAGE

This certifies that: Publix Super Markets Inc. #799
1200 Highway 74 South
Peachtree City, GA 30269

is hereby authorized to sell:

Malt Beverage and Wine as a Retail Consumption Dealer

Type of business: Grocery Store

Licensee: Mr. Bryant McClenaghan
230 Applewood Circle
Newnan, GA 30263

License Representative: Mr. Bryant McClenaghan
230 Applewood Circle
Newnan, GA 30263

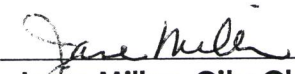
Mailing Address: 1200 Highway 74 South
Peachtree City, GA 30269

Business Phone Number: 770-486-0133

Date License Effective: October 18, 2001

Date License Expires: December 31, 2001


Mayor Robert L. Lenox


Jane Miller, City Clerk

(City Seal)

This license must be displayed in a prominent location on premises. This license is a mere privilege and is subject to being revoked by the Mayor and Council of Peachtree City and is subject to laws, ordinances and regulations presently in effect and hereafter adopted. This license is not transferable without approval of Council. A new application must be submitted for any change in ownership, licensee or license representative.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Clerk 
DATE: October 11, 2001
SUBJECT: Alcohol License – New – Thai Peachtree City, Inc., DBA/Thai Spice

Thai Peachtree City, Inc., DBA/Thai Spice located at 238 City Circle has submitted an application to sell alcoholic beverages. Mr. Steven Chan has asked to be appointed as the Licensee and the License Representative. Mr. Chan will be present at the meeting on Thursday, October 18, to answer any questions you may have.

:pd

Attachment



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, Major of Police Mike DuPree, for the City of Peachtree City, do hereby certify that:

Steven Chan

Name

1008 Bay Tree Lane Duluth, GA 30097

Address

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

Signature

09/24/01

Date

Witness



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: DBA/ THAI SPICE THAI PEACHTREE CITY, INC.	Business Location: GA 238 CITY CIR. PEACHTREE CITY 30269	
Nature of Business: RESTAURANT	Mailing Address: 238 CITY CIR. PEACHTREE CITY, GA 30269	Business Phone Number: Applied For.
Name of Licensee: STEVEN CHAN	Home Address: 1008 BAY TREE LANE, DULUTH, GA 30097	Home Phone Number: (770) 418-9898.
Name of License Representative: STEVEN CHAN	Home Address: 1008 BAY TREE LANE, DULUTH, GA 30097	Home Phone Number: (770) 418-9898.

Please indicate type of licenses applying for:

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
✓	Malt Beverage		Malt Beverage		Malt Beverage
✓	Wine		Wine		Wine
✗	Distilled Spirits		Distilled Spirits		Distilled Spirits

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
STEVEN CHAN	1008 BAY TREE LANE, DULUTH, GA 30097	(770) 730-9868.

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Councilmembers

VIA: Jim Basinger 

FROM: Jane Miller 

DATE: October 12, 2001

SUBJECT: Employee Medical/Dental Insurance Bids

As you know, at Retreat staff was directed to bid the employee medical insurance program. A request for proposal was prepared and forwarded to all requesting companies. The RFP requested quotes for both a self-insured program and a fully-insured program as well as a number of enhancements which had been identified in an employee survey. These enhancements included vision, well-baby care, prescription drug card, routine adult physicals and increasing the lifetime maximum from \$1,000,000 to \$3,000,000. A total of ten companies responded. Our insurance consultant, Joe Byrd, has analyzed the responses and forwarded his recommendation to us (attachment 1). He recommends that the city remain self-insured and renew with American Medical Security (AMS), our current provider. While two other providers would cost slightly less, they do not offer as good a provider network. Additionally, after some initial problems with AMS, we now have a very good working relationship and a person assigned to pay all of our claims. This has made claims payment more efficient and problem resolution much easier. Staff concurs with Joe Byrd's recommendation that AMS continue to provide medical insurance coverage for our employees.

The FY2002 budget includes \$1,059,500 funding for employee medical, dental, LTD and life insurance (attachment 2). As detailed on attachment 2, costs were determined to add all enhancements (option 1), some enhancements which include well baby care, routine adult physicals and increasing the lifetime maximum from \$1,000,000 to \$3,000,000 (option 2) and no enhancements (option 3) to our self-insured program. Costs for a fully-insured program were also determined for comparison purposes and are also indicated on attachment 2. Staff recommends option 2 at a cost of \$1,237,784 which creates a budget shortfall of \$178,284.

Staff initially planned to propose that Council pay half of the shortfall (\$89,142) with the employees paying the other half. That would have required a monthly payment of \$19.26 for employee coverage and \$48.90 for full family coverage. Currently, employees do not pay anything for employee coverage and pay \$21.67 for family coverage. Since those numbers were run, Councilmember Rapson has suggested that Council pay \$136,132 of the shortfall with employees paying the balance which would require a \$16.00 per month payment for employee

coverage and a \$40.00 per month payment for full family coverage (attachment 3). Staff supports this recommendation but does recognize, from discussions with councilmembers, the need for continuing evaluation of the levels of employee participation in paying for medical coverage and the likelihood of future increases in employee payments. This will be evaluated prior to each budget year with any increases to be effective October 1. Staff recommends that Council fund \$136,132 of the shortfall from the unreserved self insurance fund which currently has a balance of \$1,100,000 with the remaining shortfall to be funded by employees as described above.

The City also bid the dental insurance program. Fourteen companies responded. Currently the program is with The Guardian. The cost for employee coverage is \$22.46 per month which is paid by the city and the cost for family coverage is \$47.58 per month which is paid by the employee. The company recommended by Joe Byrd is G.E. Financial with a bid of \$21.66 for employee coverage and \$33.88 for family coverage (attachment 4). This will save the city \$.80 per employee per month and save the employee \$14.20 per month for family coverage. The plan offers the same level of benefits currently offered by The Guardian. Staff concurs with Joe Byrd's recommendation to award the bid to G.E. Financial.

One of the enhancements requested by employees was vision care. A bid from Spectra for vision care was received that can be an optional plan paid for by employees who desire the coverage. The cost for employee coverage is \$6.50 per month. Full family coverage is \$18.00 per month. Staff recommends that this program be offered as an option but be fully funded by employees. All of the medical costs reviewed in this memo that will be paid by employees can be paid through the city's Section 125 plan which allows for pre-tax payment of premiums. This effectively reduces the actual cost to the employee because no taxes are paid on this money.

Finally, I have attached the results of a survey on employee participation in paying for medical/dental coverage (attachment 5).

Joe Byrd will attend the council meeting to answer any questions you may have.

/jsm

Attachments

INSURANCE REVIEW & MANAGEMENT

CITY OF PEACHTREE CITY

ANALYSIS OF HEALTH INSURANCE PROPOSALS

The City's current health insurance program expires 11/1/01. The City received notice of a significant rate increase from the current insurer and also wants to consider plan improvements as a result of the employee survey. The City currently has a structured self-insurance program with the City responsible for the first \$40,000 of each claim. Excess insurance is purchased with a limit of \$960,000 excess of the \$40,000 providing a total lifetime limit of \$1,000,000. The City also purchases claims administration from an outside vendor.

Because of the rate increase and the changes being considered, the City decided to seek proposals from other providers. A Request for Proposals was prepared and distributed to interested parties in accordance with the City purchasing policy. Proposals were received at 2:00 P.M. on August 7, 2001. Some of the proposals were for a self-insured plan and others offered a fully insured plan. We have analyzed all bids and computed the cost based on 81 employees with single coverage and 120 with family coverage.

The quality of the administration of the plan, whether self-insured or fully insured is of utmost importance. Therefore, this process was handled as a request for proposals rather than a closed bid. The vendors that provided the best proposals were requested to make oral presentations and answer questions on 9/11/01. The presentations were made to a committee comprised of Jane Miller and Brenda Rogers of Peachtree City and Joe Byrd and Al Sherling of Insurance Review & Management, Inc. A total of ten (10) proposals were received and are ranked based on cost:

Rank	Provider	Type of Plan	Annual Cost			
			City	Employee	Run-Out Expense (One Time Charge to City)	Total
1	Humana Healthcare	Self-Insured	\$1,122,412	\$31,200	\$12,180	\$1,165,792
		12/15 - \$50,000 Ded.				
2	Employers Reinsurance/ J. Smith Lanier Admin.	Self-Insured	\$1,123,344	\$31,200	\$12,180	\$1,166,724
		12/12				
3	United Wisconsin/ AMS (Current)	Self-Insured	\$1,154,332	\$31,200	\$0	\$1,185,532
		12/12				
4	Legion Ins. Co./ J. Smith Lanier Admin.	Self-Insured	\$1,179,892	\$31,200	\$12,180	\$1,223,272
		12/15				
5	United Healthcare (MM4)	Fully Insured	\$1,027,864	\$31,200	\$185,180	\$1,244,244
		PPO 90/70				
6	United Healthcare (MM3)	Fully Insured	\$1,081,852	\$31,200	\$185,180	\$1,298,232
		PPO 90/70 - No Ded. PPO				
7	Aetna U.S. Healthcare	Fully Insured	\$1,113,884	\$31,200	\$185,180	\$1,330,264
		HMO/PPO				
8	New England Life	Fully Insured	\$1,216,668	\$31,200	\$185,180	\$1,433,048
		Variable Cost				
9	Blue Cross & Blue Shield/ Spectera	Fully Insured	\$1,319,434	\$31,200	\$185,180	\$1,535,814
10	Humana/Spectera	Fully Insured	\$1,442,566	\$31,200	\$185,180	\$1,658,946

INSURANCE REVIEW & MANAGEMENT

Based on presentation, answers to questions, provider network, design of plan, and cost, the committee believes the self-insurance proposal submitted by J. Smith Lanier & Company for United Wisconsin/American Medical Security (AMS) best fits the needs of the City. This is not the lowest cost proposal, but does have the best provider network and is a continuation of the current plan.

Also, as a result of the employee survey conducted earlier this year, enhancements were added to the program. Vision care, well baby care, prescription drug card, and routine adult physicals have been added.

The City's cost in the exhibit reflects the current employee's contribution of \$5.00 per week for dependent coverage. If this contribution is changed, it will change the City's cost. Also, the cost includes the added benefits. If the City elects not to add all of these enhancements, we have estimated the cost of each to be:

Vision Care	\$32,238
Well-Baby Care	\$5,170
Prescription Drug Card	\$36,538
Routine Adult Physicals	\$13,788
Increased Lifetime Maximum (\$1M to \$3M)	\$6,229

It is our opinion that the proposals received are the lowest that could be expected based on the past claims history of the City and current conditions of the insurance market.

Thank you for the opportunity to work with you on this important project.

Submitted by:



T. Joe Byrd, C.P.C.U.

Analysis of Employee Benefit Options - Self vs. Fully Insured

	2002 Budget	Self-Insured Projections				Fully Insured	
		Option A - All New	Option B - Some New	Option C - No New	Aetna Proposal All New	Without Run-Out	
		Enhancements	Enhancements	Enhancements	Enhancements	Run-Out	
Administrative Fee (Health Insurance)	\$76,000	\$89,919	\$89,919	\$89,919	\$0	\$0	\$0
Long-Term Disability	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
Dental	\$53,000	\$58,742	\$58,742	\$58,742	\$58,742	\$58,742	\$58,742
Employee Assistance Program	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Health Claims/Premiums (gross)	\$672,000	\$744,504	\$744,504	\$744,504	\$1,051,121	\$1,051,121	\$1,051,121
Vision	\$0	\$32,238	\$0	\$0	\$32,238	\$32,238	\$32,238
Well-Baby Care	\$0	\$5,170	\$5,170	\$0	\$5,170	\$5,170	\$5,170
Prescription Drug Card	\$0	\$36,538	\$0	\$0	\$36,538	\$36,538	\$36,538
Routine Adult Physicals	\$0	\$13,788	\$13,788	\$0	\$13,788	\$13,788	\$13,788
Increase lifetime max. (\$1M to \$3M)	\$0	\$6,229	\$6,229	\$0	\$6,229	\$6,229	\$6,229
Run-out expenses (one-time)	\$0	\$0	\$0	\$0	\$173,000 *	\$0	\$0
Run-out admin. exp. (one-time)	\$0	\$0	\$0	\$0	\$12,180 *	\$0	\$0
Excess Insurance	\$200,000	\$260,932	\$260,932	\$260,932	\$0	\$0	\$0
Life Insurance	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Totals:	\$1,059,500	\$1,306,560	\$1,237,784	\$1,212,597	\$1,447,506	\$1,262,326	
Budget Shortfall:		-\$247,060	-\$178,284	-\$153,097	-\$388,006	-\$202,826	

* Total run-out expenses = \$185,180

** Employees would continue to pay full cost of dependent dental insurance (\$33.88 per month).

Plan Enhancements highlighted

Employee Contribution Options

One half of budget shortfall:

Single Coverage per month cost:

Family Coverage per month cost:

Note: Request that other half of budget shortfall is made up from Council Contingency

Peachtree City Self Insurance

Self Insurance - Shortfall Projection

	\$178,284
Proposed Funding	
Self Insurance Fund	\$136,132
	\$963,868

Employee's Contribution

Category	Emps	Pay Period*	Monthly*	Annual
Single	81	\$7.38	\$16.00	\$15,552.00
Family	120	\$18.46	\$40.00	\$57,600.00
Already reflected in FY2002 Allocation				-\$31,000.00
				\$42,152

* Note: Family is 2.5 times higher



Comparison	Paying Now	Proposed	Increase	Percent	Annual Cost
Single	\$0.00	\$16.00	\$16.00	New	\$192.00
Family	\$21.67	\$40.00	\$18.33	84.6%	\$480.00

INSURANCE REVIEW & MANAGEMENT

CITY OF PEACHTREE CITY

DENTAL INSURANCE BID ANALYSIS

The City's dental insurance had a renewal date of 07/01/01. Prior to the renewal date, the insurer advised the City that the rates would be increased by 15%. The rates had remained unchanged for three years, but the increase seemed excessive based on the claims history.

To determine if the increase in rates was in order, the City decided to check the market. A request for proposals was prepared and distributed to interested parties in accordance with purchasing practices. Proposals were received at 2:00 P.M. on August 30, 2001.

A total of fourteen (14) proposals were received and are ranked as follows based on cost. For cost projections, 226 employees and 103 dependent units were used:

Rank	Provider	Annual Cost		
		City	Employee	Total
1	Aetna US Healthcare #1	\$49,847	\$44,904	\$94,751
2	Jefferson Pilot Financial	\$63,840	\$32,532	\$96,372
3	Ameritas Life #1	\$58,200	\$39,156	\$97,356
4	GE Financial Assurance	\$58,742	\$41,876	\$100,618
5	Reliance Standard Life	\$54,891	\$49,489	\$104,380
6	United of Omaha Life	\$70,376	\$35,881	\$106,257
7	Aetna US Healthcare #2	\$52,938	\$53,741	\$106,679
8	Canada Life	\$56,328	\$52,666	\$108,994
9	Standard Insurance	\$55,867	\$53,914	\$109,781
10	HumanaDental	\$57,332	\$55,336	\$112,668
11	Metropolitan Life	\$57,766	\$55,781	\$113,547
12 (tie)	Ameritas Life #2	\$60,912	\$58,809	\$119,721
12 (tie)	Guardian (current)	\$60,912	\$58,809	\$119,721
13	Comp Benefits	\$63,352	\$61,157	\$124,509

The Aetna proposal with the lowest cost does not include orthodontia. The Aetna proposal ranked No. 7 includes orthodontia.

The Jefferson-Pilot proposal ranked No. 2 has the following limitations compared to the current plan:

1. Orthodontia – limited to children. The current plan covers both children and adults.
2. Late Entrants Penalty – limited to Type I services (preventative) for the first 12 months. The current plan has a 6-month waiting period for Type II services.
3. Fluoride Treatment – one per year. The current plan provides one every six months.

INSURANCE REVIEW & MANAGEMENT

4. X-Rays – limited to one panoramic every five years. The current plan allows one every three years.
5. Dependent Children – covers to age 18 unless full-time student who is covered to age 23. The current plan covers to age 23 unless full-time student, who is covered to age 25.

The Ameritas Life proposal ranked No. 3 also has the following limitations:

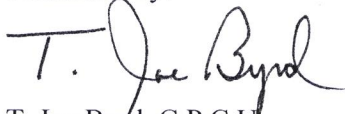
1. Late Entrants Penalty – limited to Type I services (preventative) for the first 12 months. The current plan has a 6-month waiting period for Type II services.
2. Fluoride Treatment – one per year. The current plan provides one every six months.
3. Dependent Children – covers to age 19 unless full-time student who is covered to age 25. The current plan covers to age 23 unless full-time student, who is covered to age 25.

The proposal ranked No. 4 offered by G.E. Financial Assurance provides benefits identical to the current plan in our opinion, and the rates are guaranteed for 15 months.

Therefore, based on cost and coverage, we recommend that the City accept the proposal offered by G.E. Financial Assurance.

It is our opinion that all of the major dental insurers offered proposals and that the cost is as low as could be expected based on the current insurance market conditions.

Submitted by:



T. Joe Byrd, C.P.C.U.

Employee Participation
Insurance Survey

ENTITY	PPO		POS		HMO		DENTAL		Other Types of Insurance Paid by Employee
	Amount Employee Pays for: Single	Amount Employee Pays for: Family	Amount Employee Pays for: Single	Amount Employee Pays for: Family	Amount Employee Pays for: Single	Amount Employee Pays for: Family	Amount Employee Pays for: Single	Amount Employee Pays for: Family	
Alpharetta	\$0.00	\$85.39	n/a	n/a	\$0.00	\$85.39	Included in medical cost. (Vision also included.)		
Clayton Co.	\$69.07	\$209.43	n/a	n/a	\$58.63	\$175.89	\$4.51	\$13.52	
College Park	n/a	n/a	\$0.00	\$193.96	\$0.00	\$167.01	Dental DMO included in medical cost		Life - Cost based on plan, STD, LTD - Employee pays for 20% coverage. Cost based on plan
Coweta Co.	n/a	n/a	\$53.69	(Trad'l. Indemnity Plan) \$128.38	n/a	n/a	Included in medical cost.		LTD, STD - Cost based on plan Legal Insurance - \$16.21/month
DeKalb Co.	\$80.34	\$188.31	n/a	n/a	\$72.67	\$247.82	\$26.17 (PPO) \$10.94 (HMO)	\$59.80 (PPO) \$26.30 (HMO)	
Douglasville	\$0.00	\$105.08	n/a	n/a	n/a	n/a	\$0.00	\$21.00	Life & Accident - Cost based on plan
Duluth	n/a	n/a	\$21.02	\$110.89	\$8.36	\$65.43	\$1.08	\$8.36	Supp. Life (dependents), Supp. Medical, Cancer - Cost based on plan
East Point	\$45.28	\$162.48	n/a	n/a	n/a	n/a	\$3.23	\$12.11	Life - \$3.12/month Supp. Life - Cost based on plan

All amounts are monthly.
All "family" amounts include employee "single" cost.

Employee Participation Insurance Survey

ENTITY	PPO Amount Employee Pays for: Single Family	POS Amount Employee Pays for: Single Family	HMO Amount Employee Pays for: Single Family	DENTAL Amount Employee Pays for: Single Family	Other Types of Insurance Paid by Employee
Fayette Co.	\$0.00 \$249.90	n/a n/a	n/a n/a	\$0.00 \$12.89	Supp. Life - Cost based on plan
Fayetteville	(No participants)	n/a	\$14.60 \$14.60 per member	\$0.00	
LaGrange	\$27.73 \$68.25	n/a n/a	n/a n/a	\$10.62 \$37.14	Life - \$6.93/month (\$50K) Supp. Life, STD - Cost based on plan LTD - \$1.17/month per \$100 of earnings
Lawrenceville	n/a	(Trad'l. Indemnity Plan) \$0.00	n/a	\$0.00	
Marietta	Hired before 04/11/96: \$0.00 Hired after 04/11/96 \$45.30	Hired before 04/11/96: \$73.10 Hired after 04/11/96 \$182.00	n/a	Included in medical cost. (Vision also included.)	STD, LTD, Supp. Life - Cost based on plan
Newnan	n/a	n/a	\$0.00 \$85.00	\$0.00 \$56.00	
Riverdale	\$0.00 \$155.74	n/a n/a	\$0.00 \$155.74	\$0.00 \$18.07	Supp. Medical, Income Replacement - Cost based on plan
Roswell	See Attached				

All amounts are monthly.
All "family" amounts include employee "single" cost.

Employee Participation Insurance Survey

ENTITY	PPO		POS		HMO		DENTAL		Other Types of Insurance Paid by Employee
	Single	Family	Single	Family	Single	Family	Single	Family	
Spalding Co.	\$69.16	\$340.76	n/a	n/a	\$0.00	\$290.00	Included in medical cost.		Cancer, STD, Life, Intensive Care, Flex Spending offered through cafeteria plan
Tyrone	\$0.00	\$0.00	n/a	n/a	n/a	n/a	\$0.00	\$40.00	

All amounts are monthly.
All "family" amounts include employee "single" cost.



AETNA US ACCESS EMPLOYEE DEDUCTIONS

October 1, 2001 to September 30, 2002

EMPLOYEE ONLY					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$217.80	\$108.90	\$108.90	\$25.13	\$50.26
over 7 months	\$217.80	\$217.80	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$435.60	\$163.35	\$272.25	\$62.83	\$125.65
7 months / 3 years	\$435.60	\$326.70	\$108.90	\$25.13	\$50.26
3 years / 5 years	\$435.60	\$381.15	\$54.45	\$12.56	\$25.13
Over 5 years	\$435.60	\$435.60	\$0.00	\$0.00	\$0.00
EMPLOYEE + CHILD(REN)					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$430.70	\$162.13	\$268.57	\$61.98	\$123.96
7 months / 3 years	\$430.70	\$324.25	\$106.45	\$24.57	\$49.13
3 years / 5 years	\$430.70	\$377.48	\$53.22	\$12.28	\$24.56
Over 5 years	\$430.70	\$430.70	\$0.00	\$0.00	\$0.00
FAMILY					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$660.30	\$219.53	\$440.77	\$101.72	\$203.43
7 months / 3 years	\$660.30	\$439.05	\$221.25	\$51.06	\$102.02
3 years / 5 years	\$660.30	\$549.67	\$110.63	\$25.53	\$51.06
Over 5 years	\$660.30	\$660.30	\$0.00	\$0.00	\$0.00



AETNA HMO EMPLOYEE DEDUCTIONS

October 1, 2001 to September 30, 2002

EMPLOYEE ONLY					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$193.50	\$96.75	\$96.75	\$22.33	\$44.65
over 7 months	\$193.50	\$193.50	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$425.80	\$154.82	\$270.98	\$62.53	\$125.07
7 months / 3 years	\$425.80	\$309.65	\$116.15	\$26.80	\$53.61
3 years / 5 years	\$425.80	\$367.72	\$58.08	\$13.40	\$26.81
Over 5 years	\$425.80	\$425.80	\$0.00	\$0.00	\$0.00
EMPLOYEE + CHILD(REN)					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$406.60	\$150.02	\$256.58	\$59.21	\$118.42
7 months / 3 years	\$406.60	\$300.05	\$106.55	\$24.59	\$49.18
3 years / 5 years	\$406.60	\$353.32	\$53.28	\$12.30	\$24.59
Over 5 years	\$406.60	\$406.60	\$0.00	\$0.00	\$0.00
FAMILY					
Employment	Premium	City Pays	Employee Pays	Weekly	Bi-Weekly
6 months & under	\$650.50	\$211.00	\$439.50	\$101.42	\$202.85
7 months / 3 years	\$650.50	\$422.00	\$228.50	\$52.73	\$105.46
3 years / 5 years	\$650.50	\$536.25	\$114.25	\$26.37	\$52.73
Over 5 years	\$650.50	\$650.50	\$0.00	\$0.00	\$0.00



GUARDIAN - LIFE / ADD & DENTAL INSURANCE DEDUCTIONS October 1, 2001 to September 20, 2002

GUARDIAN DENTAL INSURANCE				
EMPLOYEE COVERAGE				
Employment	Premium	City Pays	Employee Cost Weekly	Employee Cost Bi-Weekly
Under 1 year	\$21.36	\$10.68	\$2.47	\$4.93
1 year and over	\$21.36	\$21.36	\$0.00	\$0.00
FAMILY COVERAGE				
Employment	Premium	City Pays	Weekly	Bi-Weekly
Under 1 year	\$59.64	\$10.68	\$11.30	\$22.60
1 year and over	\$59.64	\$21.36	\$8.83	\$17.67

GUARDIAN LIFE / ADD INSURANCE				
EMPLOYEE COVERAGE				
Employment	Premium	City Pays	Employee Cost Weekly	Employee Cost Bi-Weekly
Under 6 months	\$12.00	\$6.00	\$1.39	\$2.77
6 months and over	\$12.00	\$12.00	\$0.00	\$0.00
FAMILY COVERAGE				
Employment	Premium	City Pays	Weekly	Bi-Weekly
6 months / under	\$12.50	\$6.00	\$1.50	\$3.00
6 months and over	\$12.50	\$12.50	\$0.00	\$0.00



CITY OF ROSWELL

VOLUNTARY GROUP TERM-LIFE INSURANCE

October 1, 2001 to September 20, 2002

EMPLOYEE'S BI-WEEKLY PREMIUM

Employee's Age	50,000	100,000	150,000	200,000	250,000
<i>Less Than 30</i>	\$1.38	\$2.77	\$4.15	\$5.54	\$6.92
30 – 34	\$1.62	\$3.23	\$4.85	\$6.46	\$8.08
35 – 39	\$2.08	\$4.15	\$6.23	\$8.31	\$10.38
40 – 44	\$3.69	\$7.38	\$11.08	\$14.77	\$18.46
45 – 49	\$6.92	\$13.85	\$20.77	\$27.69	\$34.62
50 – 54	\$10.85	\$21.69	\$32.54	\$43.38	\$54.23
55 – 59	\$17.77	\$35.54	\$53.31	\$71.08	\$88.85
60 – 64	\$25.38	\$50.77	\$76.15	\$101.54	\$126.92

SPOUSE'S BI-WEEKLY PREMIUM

Employee's Age	25,000	50,000	75,000	100,000	125,000
<i>Less Than 30</i>	\$0.69	\$1.38	\$2.08	\$2.77	\$3.46
30 – 34	\$0.81	\$1.62	\$2.42	\$3.23	\$4.04
35 – 39	\$1.04	\$2.08	\$3.12	\$4.15	\$5.19
40 – 44	\$1.85	\$3.69	\$5.54	\$7.38	\$9.23
45 – 49	\$3.46	\$6.92	\$10.38	\$13.85	\$17.31
50 – 54	\$5.42	\$10.85	\$16.27	\$21.69	\$27.12
55 – 59	\$8.88	\$17.77	\$26.65	\$35.54	\$44.42
60 – 64	\$12.69	\$25.38	\$38.08	\$50.77	\$63.46

CHILD(REN) BI-WEEKLY PREMIUM

Child's Age	5,000	10,000
6 months – Age 23*	\$0.35	\$0.69

*To age 25 in full-time student

- * Portability option is included in the Optional Life Rates.
- * Eligible employees may choose the amount they desire. A spouse may be insured for 50% of the employee's amount.
- * Child(ren) may be insured for 10% of the employee's amount to a maximum of \$10,000.
- * Guaranteed Issue Amounts for 20-34% participation: \$50,000 EE; \$25,000 spouse; \$5,000 child(ren).
- * Guaranteed Issue Amounts for 35-49% participation: \$100,000 EE; \$50,000 spouse; \$10,000 child(ren).
- * Guaranteed Issue Amounts for 50-64% participation: \$150,000 EE; \$75,000 spouse; \$10,000 child(ren).
- * All amounts that are not guaranteed issued are subject to evidence of insurability (health statement)
- * Depending on amount chosen, blood and urine specimen may be required.
- * Includes suicide exclusion and seatbelt and airbag provision.
- * Includes waiver of premium to age 60 for the employee.
- * Please see The Guardian Service Representative for rates and age reductions for employees and spouses age 65 and older.
- * All normal underwriting guidelines apply.

The Guardian Life Insurance Company of America, New York, NY

RATES BASED ON BI-WEEKLY PAY PERIOD

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
VIA: City Manager 
FROM: Director of Developmental Services 
DATE: October 11, 2001
SUBJECT: Deed Covenants

At a Council retreat several years ago, Pathway Communities informed us they intended to discontinue their architectural review activities as they got closer to building out their residential properties in Peachtree City. Consequently, Council directed staff to investigate possibly assuming the responsibility for architectural review at the appropriate time. After researching the matter, staff informed Pathway Communities that the best way to handle this transfer of responsibility would be for them to assign the City the right to administer and enforce their restrictive covenants.

Recently, Pathway Communities gave us notice that they will no longer enforce their residential deed covenants after November 1, 2001. Along with this notice, they provided a draft of a proposed assignment and a list of the subdivisions that would be affected (Attachment "A"). Also attached is a copy of a typical deed restriction document (Attachment "B").

Staff recommends that we ask Pathway Communities to have this assignment executed and that we accept the architectural review responsibility as soon as possible. It is vital that we continue the excellent job the developer has done over the years in maintaining the architectural standards within our various neighborhoods. A letter from the City Attorney concerning this matter is included as Attachment "C."

Following assignment of the responsibility for architectural review, staff will prepare an Architectural Review Ordinance that will apply to all property in the City and will supplement the authority granted in the deed covenants. We are not at this time proposing any increase in staff to handle this new responsibility. Our approach will be to get some experience with the workload before we give any thought to additional staff.

JBW/jir

Attachments "A" - "C"

ASSIGNMENT OF ENFORCEMENT RIGHTS

This instrument is given this ____ day of _____, 2001 by Peachtree City Holdings, LLC, a Georgia limited liability company (hereinafter "Holdings") to The City of Peachtree City, a political subdivision of the State of Georgia (hereinafter "City").

W I T N E S S E T H:

WHEREAS, Holdings as the original developer, or as successor to the interests of The Equitable Life Assurance Society of the United States, is the "Declarant", "Owner", "Grantor" or otherwise the party which has certain rights of approval and enforcement for the various restrictive covenants (hereinafter "Covenants") regarding the use, design and maintenance of certain residential subdivisions lying within the municipal boundaries of City which are specifically identified on Exhibit "A" and incorporated herein by this reference; and

WHEREAS, Holdings desires to permanently assign and transfer such rights of approval and enforcement to City.

NOW, THEREFORE, for and in consideration of Ten Dollars in hand paid to Holdings, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, Holdings hereby assigns, conveys and transfers unto City any and all rights and privileges of approval and enforcement which now are held by Holdings pursuant to the Covenants, and City shall hold and enjoy such rights and privileges to the extent and full use as previously enjoyed by Holdings.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year given above.

WITNESS:

PEACHTREE CITY HOLDINGS, LLC

Sworn to me and subscribed before
this ____ day of _____, 2001

BY: _____
Joseph S. Black, Chief Executive Officer

Notary Public
My Commission Expires

PATHWAY COMMUNITIES CC&R

Residential neighborhoods of Peachtree City

Final Plat dates as of 10/2001, for 20 year term

<u>NEIGHBORHOOD</u>	<u>FINAL PLAT</u>	<u>COMMENTS</u>
The Arbors	11/81	
Sawmill Trace	9/82	
Sandown I	9/82	
Sandown II	11/82	
Section 14 Bkl.L	12/82	
McIntosh Corner II	5/82	
Greensway	9/82	
McIntosh Corner III	10/82	
Lake Forest Glen I	5/83	
Center Green I	5/83	
Burham Woods	6/83	
Wedgwood	6/83	
Peachtree Walk I	7/83	
Everhill	8/83	
The Terraces	9/83	
Peachtree Walk II	10/83	
Coventry I, II, III	4/84 to 10/85	
The Highlands	4/84	
St. Andrews Square	4/84	
Tapestry	5/84	
Lake Forest Glen II	5/84	
Chestnut Field	6/84	
The Treillage	6/84	
Wickerhill	6/84	
Jennings Yard	8/84	
Center Green II	12/84	
Center Green III	5/85	
Rosemont	5/85	
The Summit	6/85	HOA Wieland
Rockspray	6/85	HOA
North Pinegate I	6/85	
Summer Brook	8/85	
Timberlay	8/85	
Meadow Run	8/85	
Center Green IV	10/85	
Braelinn Courts	10/85	

North Pinegate II to IV	5/86 to 10/90	
Retreat	5/86	Wieland
Marks South	8/86	
Marks North	9/86	
Hamptons Corner	12/86	
Crescent Oak	5/87	
Eastwind Estates	8/87	
Foreston Place	8/87	
Tamerlane	8/87	
Calgary Place	9/87	
Morallion Hills	9/87	HOA ?
Evian	10/87	
Braelinn Green	11/87	
The Colonnade	11/87 to 89	HOA Wieland
Bedford Park	3/88	
Country Club Court	4/88	
Waterford Green	7/88	
Kenton Place	8/88	
The Rubicon	8/88	
Sweetwater Oaks	11/88	
Lakewood	11/88	
Pleasance grove	10/88	
Huntington Place	12/88	
Oakdale	12/88	
Creekside Crossing	5/89	
Bradford Estates	7/89	
Kimmeridge	7/89	HOA
Ashford Park	7/89	
The Estates	4/90 to 93	HOA Wieland
Spooner Ridge II	9/90	
Stoney Brook IV	8/90	HOA
Parkgate	11/90	
Capstone	10/90	
Shirewood Park	11/90	
Emerling Grove	6/91	
Bellenden	7/91	
Windalier Ridge	8/91	
Bridgewater	11/91	

Fairways	2/91	HOA Adams
Cypress Point	2/94	HOA Hayes/ Johnson
Masters Square	92	HOA Adams
Village on Green	90	HOA Adams
Village Park	89	HOA Adams
Brookfield	8/95	HOA Hayes/ Johnson
Southern Shore I to IV	7/92 to 6/95	
Mellington Lane	5/92	
Muirfield	9/92	
Interlochen I to III	10/92 to 6/94	
Santolina	11/92	
Honeysuckle	11/92	
Stoneacre	6/93	
Fielding Ridge	6/93	
Planterra Ridge	8/93 to 95	HOA
Glen Clarin	11/94	
Sagamore	12/94	
Belvedere	12/94	
Ardenlee	11/95 to 4/97	HOA
Kedron Hills I to V	12/96 to 4/99	HOA
Cottage Grove	4/97	HOA
The Point on Kedron	8/97 to 7/98	HOA
Crabapple Woods	9/97	HOA
St. Simons Cove	94	HOA Adams
The Oaks	3/98	HOA Timberlake
Larkins Landing	6/98	HOA
Sutton's Cove	6/98	HOA
Blueberry Hill	9/98	HOA
Albermarle	11/98	HOA

Preston Chase	89
Stillwater	83
Fairfield	90
Prestwick	10/90
Central Park	94
Willow Road	97

Hayes/Johnson
Jordan Duplex
Sherrell/ Halligan
Bartlett
Adams HOA?
Adams HOA?

Woodsmill	83
Wisdom Woods	83
Ridgelake	85
Ridgefield	86
Harmony	93
Amli I Ga. Park	95
Amli II Hwy 74	95
Georgian Park Condo	98

Apts.
Apts. L. Seals
Ridgeway Dev. Condo. HOA
Ridgeway Dev. Condo. HOA
Apts.
Apts. AMLI - Edee
Apts. AMLI - Edee
Condo Halligan HOA?

DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
SUMMER BROOKE

THIS DECLARATION is made as of the 30th day of August, 1985, by THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York Corporation (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer owns certain lots and blocks of lots and surrounding properties located in Land Lots 36, 37, 40, and 41 of the 6th District of Fayette County, Georgia which property is more particularly shown on that certain plat of survey of Summer Brooke Subdivision, recorded in Plat Book 16 at pages 80 and 81, Fayette County, Georgia records (hereinafter referred to as the "Property") and

WHEREAS, Developer desires to establish certain covenants and restrictions pertaining to the use and enjoyment of the Property;

NOW THEREFORE, for and during the term hereof, as hereinafter stated, be it hereby declared that the Property is subjected to the covenants, conditions and restrictions as follows:

1. Without specific written approval from Developer no portion of the Property shall be used except for residential purposes.
2. No alterations shall be made to any lot until site plans are approved by Developer, who shall have the right to establish and amend procedures and standards to guide its review of site plans. In particular, no clearing or grading shall take place until Developer has approved site plans.
3. No building, structure, alteration, addition, or improvement of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed upon any lot unless and until a plan of such construction shall have been approved by Developer. Developer shall have the right, but not the obligation, to establish and amend design review procedures and standards to guide the enforcement of these provisions. Plans shall be judged as to quality of design and materials, harmony of external design with surrounding structures or with the planned character of the neighborhood, location with respect to topography and finished grade elevation, the effect of the construction on the view from surrounding property and all other factors which will in Developer's opinion affect the desirability or suitability of the construction. As a minimum, final plans and specifications shall show the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plans, and elevations of the proposed structure.
4. No house shall be constructed on any lot having an enclosed heated area, exclusive of the garages, porches and basements of not less than 1,000 square feet.

BOOK 356 PAGE 95

5. The exterior of all structures must be completed within one (1) year after the construction of same shall have commenced (building permit date), except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamities.
6. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of any lot unless and until plans are submitted to and approved by Developer, its agents, successors, or assigns.
7. Without specific written approval from Developer no sign may be displayed to the public view on any lot except for temporary signs not exceeding four square feet advertising the property for sale or rent. All signs must be professionally prepared.
8. No lot shall be subdivided in any way for sale, resale, gift, transfer, or other purposes, except with the written approval of Developer.
9. No boat trailer, house trailer, trailer, or any similar items shall be stored or parked on any lot except within an approved enclosed garage or carport. In addition, no automobiles, trucks, or other motorized vehicles may be kept outside a garage unless such vehicles have up-to-date licenses. Boats and recreational vehicles must be stored in enclosed garages or carports.
10. No trees having a circumference of six inches (6") or greater (measured at a point 12" above ground level) shall be removed from any lot without written authorization from Developer, who may adopt and promulgate rules and regulations for the preservation of trees and other natural resources upon the lot. Developer may also designate certain trees, regardless of size, as not removable without written authorization.
11. During the course of construction on any lot, no temporary building, trailer, garage, or structure shall be used, temporarily or permanently, as residence.
12. No lumber, metals, bulk materials, refuse, trash, or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any lot except during the one-year any construction period (during actual construction). In addition, during construction the building materials on any lot shall be placed and kept in an orderly fashion. Specifically, any lot on which construction is in progress shall be policed prior to each weekend; during the weekend, all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed.
13. Prior to the occupancy of a residence on the lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Georgia Utilities Company, or any other company providing such services.
14. No fuel tanks or similar storage receptacles may be exposed to view; such receptacles must be installed within the main dwelling, an accessory building, a screened area, or buried underground. Any exterior installation is subject to Developer's approval. No auxiliary devices (such as TV antennas) shall be mounted upon any elevation of the dwelling (including roof) which faces a public street.

15. Landscaping shall be installed by the successor to Developer in title to any lot in accordance with the approved landscaping plan within sixty (60) days of the issuance of the Occupancy Permit by Peachtree City, in default of which Developer shall have the right, but not the obligation, to enter upon the site and install said landscaping, any and all costs incurred thereby becoming due and payable by such successor in title within five (5) days after receipt of written notice therefor.

16. Each lot shall at all times be kept in a clean and well maintained condition. All landscaped areas shall be well groomed and maintained at all times. No building or structure shall be permitted to fall in disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans and specifications. In the event the owner of any lot elects not to repair or reconstruct, then such owner shall within ninety (90) days of such damage or destruction remove the structure, grade the property, and return same to a clean and well maintained condition. Should such owner fail to begin reconstruction or removal within such ninety day period, Developer shall have the right, privilege and license, but not the obligation, to enter upon the site, remove such damage or destroyed structure, and grade the site at the owner's expense. Any such expense incurred by Developer shall be paid in full by such owner within five (5) days after written demand therefor.

17. Nothing herein contained shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agents, of such signs as may be necessary or convenient to the development, sale, operation, or other disposition of Developer's property within Peachtree City.

18. The approval of plans or specifications submitted for approval as herein specified for use on any lot shall not be deemed to be a waiver of the right of the Developer to object to any of the features or elements embodied in such plans or specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

19. Developer shall have the power and authority to approve or disapprove the plans and specifications and site plan, and the approval of said plans and specifications and site plan may be withheld not only because of the non-compliance with any of the specific conditions, covenants and restrictions contained herein, but also because of the reasonable dissatisfaction of Developer with the grading plan, location of the structure on the site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style, and appropriateness of the proposed structure or altered structures, materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, the planing, landscaping, size, height, or location of trees on the site, or because of its reasonable dissatisfaction with any or all other matters or things, which, in the reasonable judgment of Developer, will render the proposed improvements inharmonious or out of keeping with the general plan of improvements erected on other lots.

20. The failure of Developer or its successors or assigns to enforce any covenant, condition, or restriction shall in no

event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant, condition, or restriction.

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

22. Developer may, from time to time, at any reasonable hour or hours, enter upon and inspect any lot in Summer Brooke Subdivision, for the purpose of ascertaining compliance herewith.

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

The Developer is the owner of other properties in the area in which the property subjected to the within and foregoing Declaration of Covenants and Restrictions is located and, as such, has, and will continue to have, a direct and beneficial interest in the enforcement of the restrictions and covenants set forth herein and established hereby and may enforce compliance with such covenants and restrictions notwithstanding that the Developer may no longer have an ownership interest in the property subjected hereto.

DEVELOPER SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR ANY VIOLATIONS OF THESE RESTRICTIONS AND DEVELOPER DOES NOT WARRANT TO ANYONE THAT THESE RESTRICTIONS WILL BE ENFORCED AS TO ANY PROPERTY TO WHICH THIS DECLARATION IS APPLICABLE. THE INITIATION OF ENFORCEMENT ACTION FROM TIME TO TIME BY DEVELOPER OF THE ABOVE RESTRICTIONS WILL BE FOR ITS SOLE BENEFIT AND CONTROL AND DEVELOPER SPECIFICALLY DISAVOWS ANY OBLIGATIONS, IMPLIED OR OTHERWISE, TO MAINTAIN OR ENFORCE THESE RESTRICTIONS; HOWEVER, THIS SHALL NOT PRECLUDE OR PREVENT THE OWNER OF ANY PORTION OF THE PROPERTY FROM BRINGING SUCH ACTION AS IT DEEMS NECESSARY IN ORDER TO ENFORCE THESE RESTRICTIONS AGAINST ANY PARTY IN VIOLATION THEREOF OTHER THAN DEVELOPER.

Invalidation of any of the foregoing restrictions, or any part thereof, by judgment or court order, shall in nowise affect any of the other restrictions which shall remain in full force and effect. Said restrictions shall be covenants running with the land and shall be binding on all owners and occupants of all or any portion of the Property for a period of twenty (20) years from the date hereof.

IN WITNESS WHEREOF, this document has been executed and sealed as of the day and year first above written.

Signed, Sealed and Delivered,
this 30th day of August, 1985
in our presence:

Jessie L. Medley
Witness

Robert Brown
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Aug. 10, 1987

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By: Donald L. Batson
Its: Assistant Secretary

(Corporate Seal)

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC
Attorneys-At-Law

James H. Webb Jr. *
Richard P. Lindsey
H. Clay Collins
Carlton H. Jones III
Jonathan J. Wade

400 Westpark Court
Suite 220
Peachtree City, Georgia 30269

Other Offices
Atlanta, Georgia
Fairburn, Georgia
McDonough, Georgia

Susan M. Brown
Karen C. Gainey
Christy R. Jindra *
Martin C. Jones

Telephone: (770) 631-1811
Facsimile: (770) 631-1771

Other licenses:
* Florida
* Illinois

E-mail:
postmaster@webb-firm.com

Web Site:
www.webb-firm.com

October 11, 2001

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

re: Accepting Assignment from Pathway for Deed Covenants

Dear Jim:

As we discussed in our telephone conversation, I believe the City has the legal authority to accept the assignment of Deed Covenants from Pathway. I would like to see the City enact ordinances to mirror many of the restrictions in the Deed Covenants. Such ordinances would ensure uniform application throughout the City and provide an easier enforcement mechanism through our Municipal Court as opposed to seeking redress through the civil system in the Superior Court.

If you wish to discuss this matter further, please do not hesitate to call me.

Best regards.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

RPL:

Attachment "C"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: October 12, 2001
SUBJECT: Budget Reduction Plan

Council, as directed at the October 4, 2001 meeting, staff has develop a Budget Reduction Contingency Plan to respond to anticipated reductions in revenues. As reflected on the spreadsheets attached to the cover letter prepared by Finance Director Paul Salvatore, staff has calculated revenue shortfalls of 5 %, 10%, 15%, and 20% in four major sources of sales tax revenues. Paul has also identified recommended reductions and additional revenue sources for each of these percentage amounts. Please note that in addition to the Operating Budget, the major cuts include equipment items for the Operating Divisions and delays in a construction of several facilities. Additional revenue sources include a delay of Bricks and Mortar Debt Service, FY2001 Excess Revenues, and Cash Reserves.

Staff again went through a line item review of each division Operating Budget. Based on the direction from Council that staff is to continue to provide the same levels of services to our citizens, we were able to identify \$128,781 in additional reductions. The attached spread- sheets contain a list of these reductions to include the reason the item was not reduced during previous reviews. Finally, the review of the Operating Budget did not include consideration of any reductions in personnel, merit/performance increases, nor in Health and Retirement benefits.

As for the list of proposed cuts, you will note in the spreadsheets that staff further reduced the Facility Build-out Plan by over \$45,000. However, due to counter-productive working conditions we do plan to continue with the relocation of the Developmental Services Division to the lower floor of City Hall. Some savings will be realized by having Public Works perform some of the painting and essential, minor renovations.

Staff recommends that Council approve this plan with immediate implementation.

Staff will give a power-point presentation on this plan at the October 18, Council meeting. Any constructive comments or suggestions you may have on the plan prior to the meeting are solicited.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager 

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

DATE: October 12, 2001

SUBJECT: Contingency plan/ Revenue shortfall

At the October 4, 2001 City Council meeting, staff was instructed to prepare a contingency plan to compensate for an anticipated revenue shortfall in various major revenue categories. The attached spreadsheet, and supporting schedule, outlines a plan that will compensate for shortfalls at the levels of 5, 10, 15 & 20 percent. In the event of a 20 percent (maximum) shortfall, we will need to compensate for the loss of approximately \$1.46 million in revenue.

In order to prepare for such a shortfall we have employed a combination of strategies including the delay, or elimination, of various capital and operating expenses, as well the use of cash reserves and other savings.

Staff is prepared to discuss this plan at the October 18 Council meeting, and answer any questions you may have.

<u>Projected Revenue Shortfall</u>	<u>2002 Budget</u>	<u>Shortfalls</u>			
		<u>5%</u>	<u>10%</u>	<u>15%</u>	<u>20%</u>
Local Option Sales Tax	\$5,900,051	\$295,003	\$590,005	\$885,008	\$1,180,010
Hotel/Motel Tax	\$939,922	\$46,996	\$93,992	\$140,988	\$187,984
Alcoholic Beverage Tax	\$414,382	\$20,719	\$41,438	\$62,157	\$82,876
Mixed Drink Tax	\$63,623	\$3,181	\$6,362	\$9,543	\$12,725
Totals:	\$7,317,978	\$365,899	\$731,798	\$1,097,697	\$1,463,596

<u>Strategy for 5% Shortfall</u>	<u>Amount</u>	<u>Cumulative</u>
Delay Bricks & Mortar Debt Service (Pay only 3 quarterly payments)	\$103,000	
F/Y 2001 Excess Revenues (net)	\$200,000	
G. Reed Memorial Park	\$17,500	
Cash Reserves	\$45,399	
Totals:	\$365,899	\$365,899

<u>Strategy for 10% Shortfall</u>		
Above strategy, plus:		
Bricks & Mortar Project Cuts/Delays (1)	\$365,899	
Totals:	\$365,899	\$731,798

<u>Strategy for 15 % Shortfall</u>		
Above strategies, plus:		
Facility Plan- additional cut/delay	\$45,476	
Leased Equipment Cut/Delayed (2)	\$41,704	
Add'l PIP (cash item) cuts/delays (3)	\$65,000	
Cash Reserves	\$213,719	
Totals:	\$365,899	\$1,097,697

<u>Strategy for 20 % Shortfall</u>		
Above strategies, plus:		
Cut/Delay Gathering Place Expansion	\$232,501	
Operating Budget Cuts/Delays (4)	\$128,781	
Additional Cash Reserves	\$4,617	
Totals:	\$365,899	\$1,463,596

- (1) Maintenance Storage Facility (Kedron), S. 74 Maintenance Building Expansion, Concessions/Restrooms (Rink), Facility Buildout Plan (reduce by \$40,899)
- (2) Compost Shredder, Asphalt Roller, Rubber Tire Fork Lift, Telephone System (reduce to \$50K).
- (3) Playgrounds, Halfpipe Skateramp
- (4) See attached schedule

City of Peachtree City
Operating Budget Cuts/Delays
F/Y 2002 Contingency Plan

<u>Department/Description</u>	<u>Amount</u>	<u>Impact on Operations</u>
<u>Fire Department</u>		
File Cabinet	\$950	FM will have no place for evidence storage (old, smaller cabinet), and insufficient records storage space.
Computers (PC's) hold 4 of 6	\$3,600	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total F.D.	\$4,550	
<u>Public Works</u>		
Bobcat Skid Loader	\$25,000	Will delay scheduled replacement of older equipment. Cost of maintaining older equipment not expected to be cost effective, as useful life expectancy has been exceeded.
3/4 Ton f-250 Pick-up Truck	\$22,500	Will delay scheduled replacement of older equipment. Cost of maintaining older equipment not expected to be cost effective, as useful life expectancy has been exceeded.
Computers (PC's) hold 3 of 4	\$2,700	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total P.W.	\$50,200	
<u>Recreation</u>		
Band for 4th of July	\$2,000	Will host free community band concert at City Hall vs. paid concert at Amphitheater.
Program Catalog upgrade	\$5,000	Will make do with existing program catalog.
Relyco Alarms	\$2,148	Turn off alarms at several sports facility concessions, where users have been failing to set them after use.
Fence- ballfields	\$5,000	Will only repair existing fence vs. replacement. Will increase R&M expense, and delay scheduled replacement of aged fence.
Total Recreation:	\$14,148	

**City of Peachtree City
Operating Budget Cuts/Delays
F/Y 2002 Contingency Plan**

<u>Kedron Fieldhouse</u>			
Resurfacing- small pool	\$11,000		Will delay scheduled PM. Surface is marginal, but not yet unsafe.
Replace broken Water Fountain	\$1,000		Will make in-house modifications as temporary fix.
Total Kedron Fieldhouse:	\$12,000		
<u>CCY</u>			
Youth Advisory Board and other			
CCY operating expenses	\$5,877		Available due to dissolution of CCY.
Total CCY:	\$5,877		
<u>Human Resources</u>			
Service Pins	\$1,500		Will rely upon existing stock, for now
Books & Periodicals	\$100		Will do without, for now
GLGPA Conference	\$450		Will not attend Fall 2001 session.
Total H.R.	\$2,050		
<u>Public Information</u>			
3CMA Dues	\$350		Will forgoe membership this year.
Computer (PC)	\$900		Will delay scheduled replacement of older PC's (beyond expected useful life).
Total P.I.	\$1,250		
<u>City Clerk</u>			
Computer (PC)	\$900		Will delay scheduled replacement of older PC's (beyond expected useful life).
Election training	\$500		Determined not to be necessary this year.
Carpet Cleaning	\$1,100		Will hold off until new carpet installed (part of Facility Plan).
Total City Clerk:	\$2,500		

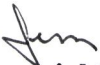
**City of Peachtree City
Operating Budget Cuts/Delays
F/Y 2002 Contingency Plan**

<u>Finance</u>		
Consultant- GASB 34	\$6,300	Will delay early implementation of GASB 34 reporting requirements (Will require stronger effort next year to meet deadline)
Technical Support	\$1,000	Will create greater reliance upon internal staff to be able to handle difficult situations where outside assistance would be sought.
Education & Training	\$500	Will delay or cut some staff training
Total Finance:	\$7,800	
<u>Information Technology</u>		
Computer Hardware/Software	\$3,096	Will delay scheduled replacement of older PC's and other computer hardware and software that is beyond it's expected useful life.
Total I.T.	\$3,096	
<u>Developmental Services</u>		
Professional Services	\$3,570	Will avoid conducting various types of studies for time being.
Cleaning Services	\$4,940	Will cut service to once per week instead of daily.
Education & Training	\$13,200	Will defer all training classes.
Computers (PC's) - 4	\$3,600	Will delay scheduled replacement of older PC's (beyond expected useful life).
Total Developmental Svcs.	\$25,310	
Grand Total:	\$128,781	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council

VIA: City Manager 
Director of Financial Services P.S.
Director of Developmental Services 

FROM: City Engineer 

DATE: October 10, 2001

SUBJECT: TDK Boulevard Extension – Advanced Design Services for Lake McIntosh

City and Fayette County staffs have been coordinating over the last couple of months to resolve a design conflict between the road alignment and the spillway for Lake McIntosh. The conflict surfaced after presentation of the preliminary plans at the public hearing earlier this year. The following three options were identified over the course of several meetings with the County:

1. The first option is to realign the roadway toward the south to miss the spillway altogether. This would be practically impossible to do without creating a near 90-degree turn in the road. This would not be advisable from a traffic control and design speed standpoint. Another consequence is that it would mean additional survey, geotechnical, and design costs for the City. Therefore, this option was eliminated.
2. The second option would be to keep the preliminary alignment and design the road according to one of three scenarios:
 - a. One scenario would be that the dam could accommodate the 100-year flows through special concrete culverts over the dam with the rest of the required storms passing over an earthen emergency spillway. The road could then be designed to overtop in those extreme events or a smaller series of culverts could be installed to handle the emergency flows.
 - b. A second scenario has the dam unable to accommodate the 100-year flows, requiring a concrete-lined spillway to the east. Obviously, this mandates the road bridging this area since there would be constant flow through the spillway of a volume and velocity that could be, in some events, severe.

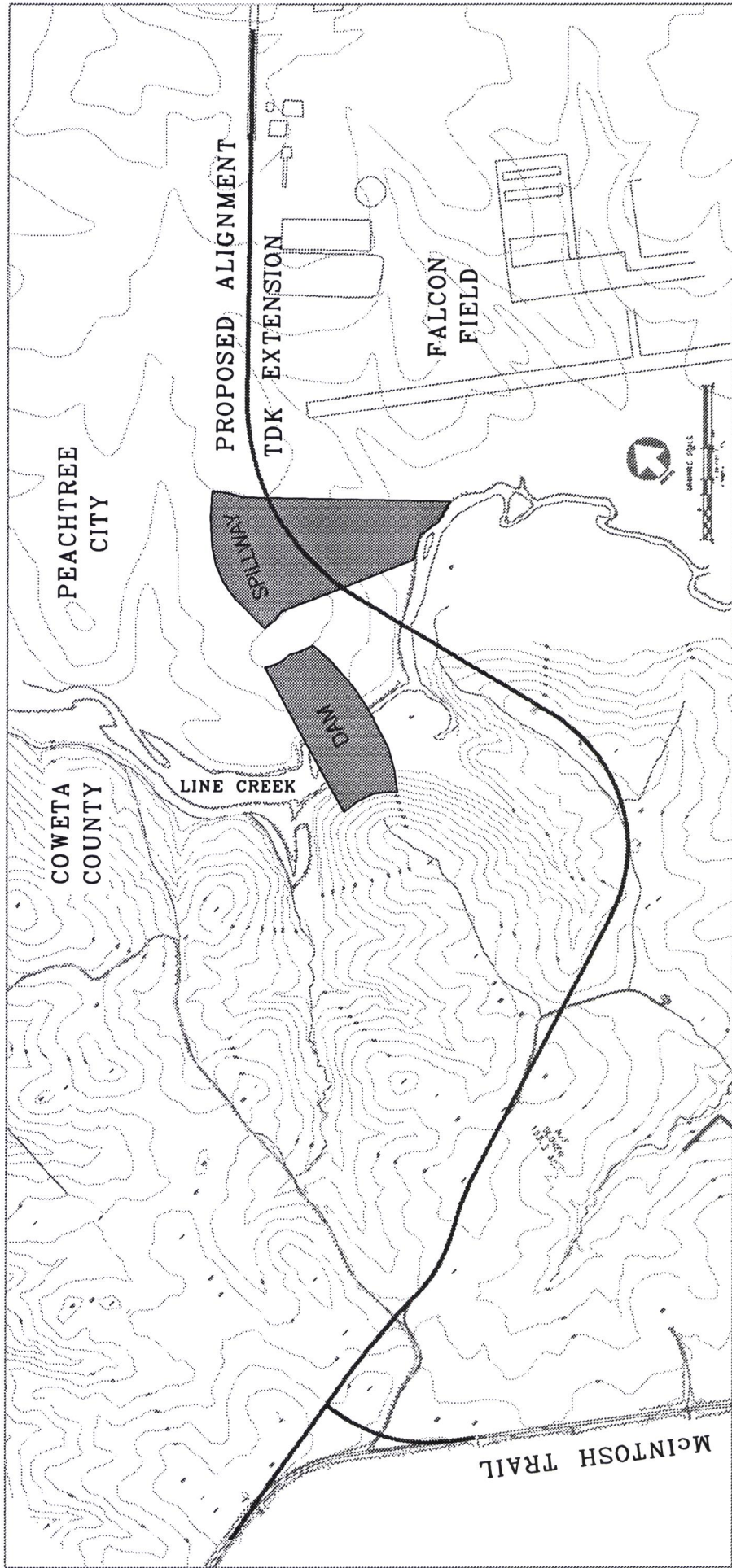
- c. A third such scenario has all storm events being run through the dam, releasing the road to be constructed as originally planned without the additional bridge section. Each of these scenarios is contingent upon the County consultant's (Mallett & Associates) hydraulic calculations demonstrating that they are feasible and the approval of the State's Safe Dams program.
3. The third option is a stretch, but would be to place the road on the dam, shifting the road to the north. This would obviously be a step backward in our design process and would threaten the Lake McIntosh review process at the State level. The construction schedules of both projects then become dependent upon one another in this option. Therefore, this option was also eliminated.

Option 2 seems to be the only viable solution; but in order for us to give further consideration to any of option 2, some additional design work is going to have to be done. Mr. Mallett estimated a cost not to exceed \$30,000 to proceed into some preliminary design work on the dam and spillway far enough to check into feasibility and costs for the scenarios in option 2. However, County Attorney and Lake McIntosh Project Manager Bill McNally stated that the County was not able to commit funds to the design effort prior to receiving the permit for the dam but will reimburse the City up to the entire \$30,000 for useful design information.

Therefore, if we want the TDK Extension to proceed as fast as possible, we will have to fund this advance design to properly investigate scenarios 2.a., 2.b., and 2.c. Considering Mallet & Associates' investment in the design of the lake project, City staff would recommend that we enter a sole source contract with the County's consultant. I would further recommend that we set aside funds in the amount of \$30,000 out of the PIP contingency fund for Mallett to look into the dam design with the understanding that any costs for work completed which the County ultimately used in their project would be reimbursed.

Attachment

- *Map of dam, spillway, & road*





Peachtree City

Georgia

October 19, 2001

The Honorable Roy Barnes
Governor
203 State Capitol
Atlanta, GA 30334

Dear Governor Barnes:

As the local elected officials serving 33,000 Georgia residents of Peachtree City, we certainly recognize that transportation is a critical issue in Metro Atlanta, and is certainly deserving of the \$8.3 billion program to accelerate transportation improvements. However, we would like to express our concern about the expenditure of \$2 billion of these funds on the construction of the "Northern Arc," while only \$350 million has been allocated to improve arterial roads in existing communities.

The existing residents of Metro Atlanta, including Peachtree City and Fayette County, have suffered ongoing traffic problems due to our non-compliance with the Federal Clean Air Act. That non-compliance and the resulting restrictions were a direct result of urban sprawl and its associated traffic congestion. Solving the ongoing problems in these existing communities that have been hindered by the Clean Air noncompliance would better serve our existing population than the expansion of our traffic system into newly developing areas.

Please reconsider your position on this issue. It is difficult to justify expending funds on new projects that will generate new traffic when we are unable to adequately handle the traffic already in existence.

Thank you for your consideration.

Respectfully,

Robert L. Lenox
Mayor

Annie W. McMenamin, Mayor Pro Tem

Dan Tennant, Councilmember

Carol Fritz, Councilmember

Steve Rapson, Councilmember

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC
Attorneys-At-Law

James H. Webb Jr. *
Richard P. Lindsey
H. Clay Collins
Carlton H. Jones III
Jonathan J. Wade

400 Westpark Court
Suite 220
Peachtree City, Georgia 30269

Other Offices
Atlanta, Georgia
Fairburn, Georgia
McDonough, Georgia

Susan M. Brown
Karen C. Gainey
Christy R. Jindra ¶
Martin C. Jones

Telephone: (770) 631-1811
Facsimile: (770) 631-1771

Other licenses:
* Florida
¶ Illinois

E-mail:
postmaster@webb-firm.com

Web Site:
www.webb-firm.com

October 11, 2001

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

re: Southern Conservation Trust, Inc. Lease

Dear Mayor and Council:

Following is a copy of the letter I sent to Mr. Jerry Peterson, President of SCT, notifying him that the lease between the City and SCT would not automatically renew on January 1, 2002. The letter also informs SCT that the City does not wish for SCT to vacate the old recreation building, but simply will allow SCT to use the facility on a month-to-month basis while the City, SCT, and the Development Authority negotiate a new lease for the old recreation building.

There actually will be two new leases; one between the City and SCT, and the other between the City and the Development Authority. The two new leases will be presented to you in the future for review and approval.

Should you wish to discuss this matter further, please do not hesitate to call me.

Best regards.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

WEBB, LINDSEY, COLLINS, JONES & WADE, LLC
Attorneys-At-Law

James H. Webb Jr. *
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H. Clay Collins
Carlton H. Jones III
Jonathan J. Wade

400 Westpark Court
Suite 220
Peachtree City, Georgia 30269

Other Offices
Atlanta, Georgia
Fairburn, Georgia
McDonough, Georgia

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Karen C. Gainey
Christy R. Jindra *
Martin C. Jones

Telephone: (770) 631-1811
Facsimile: (770) 631-1771

Other licenses:
* Florida
* Illinois

E-mail:
postmaster@webb-firm.com

Web Site:
www.webb-firm.com

October 1, 2001

**(Via Certified Mail, Return Receipt Requested
and First Class Mail)**

Southern Conservation Trust, Inc.
P.O. Box 2925
Peachtree City, Georgia 30269

re: Lease between the City of Peachtree City ("City") and Southern Conservation Trust, Inc. ("SCT")
(hereinafter "Lease")

Dear Sir or Madam:

Pursuant to section 1.(g) of the Lease, the City hereby provides notice to the SCT that the term of the Lease shall not automatically renew on January 1, 2002 and the present Lease shall terminate on December 31, 2001. The City does not wish for the SCT to vacate the premises but simply wishes to enter into negotiations with it for a new lease so that the Development Authority of Peachtree City ("Development Authority") also has use of a portion of the premises. The Development Authority will relocate its Amphitheater's business office from the Recreation Building to a portion of the premises which the SCT leases from the City.

Should the SCT have any questions regarding this letter, please contact me. Presently, I am unsure of who will represent the City in the negotiations with the SCT concerning a revised lease. Until I am told otherwise, please direct all inquiries regarding the new lease to me.

Best regards.

Sincerely,

WEBB, LINDSEY,
COLLINS, JONES & WADE, LLC

Richard P. Lindsey

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council

VIA: City Manager 
Director of Financial Services P.S.

FROM: City Engineer 

DATE: October 11, 2001

SUBJECT: Peachtree City Tennis Center Expansion – Construction Contract Award

The Peachtree City Development Authority is proposing several modifications to the existing Peachtree City Tennis Center on Planterra Way, which will complete the overall master plan for the facility. At present, a total of eighteen (18) courts, parking, and an office/ locker room building have been constructed.

Their plans include a new central clubhouse building, six (6) new covered courts, eight (8) new permanent parking spaces, the creation of overflow parking underneath the existing power line easement, and the construction of a landscaped berm to screen the tennis center from the Planterra Ridge subdivision.

The proposed expansion would utilize the existing storm water detention ponds constructed in earlier phases of development. The architectural design and building material and color selection would complement the design and colors of the existing buildings. The Authority will also extend the existing cart path adjacent to the development from Planterra Way to Huddleston Road as a part of this project. The Planning Commission approved the concept plan for this project on September 10, 2001.

I have evaluated the procedures followed by the Development Authority in the bidding and negotiations for the expansion project in light of House Bill 1079, which addresses "Public Works Construction" projects over \$100,000. I have determined that in soliciting competitive sealed proposals, making a selection based on qualifications, and negotiating with the prospective design/build team, the Development Authority has met the requirements of HB 1079.

The Development Authority Construction Committee, after reviewing qualifications of four design/build teams, selected Group VI to complete the expansion project. Group VI, acting as the general contractor, has prepared a negotiated contract to complete the work with the support of a design team of Foley Design Associates and tennis court specialist, Flat Creek, Inc. The contract will be broken out as follows:

Group VI Corporation	\$2,235,397.91
Flat Creek, Inc.	\$ 127,132.63
<u>Foley Design Associates</u>	<u>\$ 145,000.00</u>
PROJECT TOTAL	\$2,507,530.54

This amount is substantially in line with the early cost estimates discussed at the Council retreat and Council meetings earlier this year. The Director of Financial Services has prepared a memo providing a more complete analysis of the funding for this project. With the funding in place from the sources identified therein, staff recommends that Council authorize the Development Authority to enter into contracts with the design/build team in the amount not to exceed \$2,507,530.54.

Attachments

Letter – Mr. Virgil Christian

October 9, 2001



City Council

Enclosed are the three bids covering the three major components of the Phase III expansion of the Peachtree City Tennis Center.

The Development Authority elected to use the competitive sealed proposal provisions permitted under Georgia HB 1079 for public works construction projects. As required under the law the project was advertised for four weeks in the legal organ of Peachtree City. Four companies submitted sealed proposals for the projects.

The Development Authority Construction Committee chose to interview representatives from two of the companies. After evaluating the information obtained during the interviews the Committee recommended to the Development Authority that a contract be perused with Group VI. The Development Authority approved at the September 17 meeting a resolution authorizing the Chairman and the Construction Committee to enter into a contract with Group VI Corporation.

The construction of the tennis court was separated from the land development and building contract. The Development Authority and Group VI agreed that Flat Creek Construction would do this work as a sub contractor under the General Contractor/Group VI. A copy of this contract is enclosed.

The Development Authority entered into a fixed dollar amount for architectural services from Foley Design Group and this contract is also enclosed.

On a personal note, because of the desire by Group VI to be a part of this project and through intense negotiations the City has realized substantial savings. It is my belief based on experience and the negotiation process that the City will realize a capital improvement to the Tennis Center that will be valued more than \$3,100,000. The project consists of 55,908 square feet, which are six covered courts and an administration/clubhouse. If we do not already have a "jewel" this will sure make it one.

Thanks for the opportunity and I along with our staff, builders, and designers, architects will make the City and Council proud of this project

Respectfully,

A handwritten signature in dark ink, appearing to read "Virgil". The signature is fluid and cursive, with a large loop at the end.

Virgil H. Christian, Jr.
Director of Tennis

**Peachtree City Tennis Center Expansion
Construction Contract Summary**

Group VI Corporation	\$2,235,397.91
Flat Creek, Inc.	\$ 127,132.63
Foley Design Associates Architects, Inc.	<u>\$ 145,000.00</u>
Total	\$2,507,530.54

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jim Basinger, City Manager 

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

DATE: October 11, 2001

SUBJECT: Tennis Center Expansion/ Revenue concerns

As I am sure you are aware, a portion of the Hotel/Motel Tax revenue budgeted for this fiscal year is earmarked to pay debt service installments for the expansion of the Tennis Center, and for improvements to the Amphitheater. In order to address the concern of a revenue shortfall in Hotel/Motel Taxes, and to provide some comfort to Council in the matter of approving the Tennis Center expansion contract, I have prepared the attached spreadsheet for your perusal.

In essence, we have identified more than enough in savings (related to these two projects) to offset a 20% revenue shortfall in Hotel/Motel Taxes. In the event that the shortfall exceeds 20%, additional cash reserves will need to be allocated to make up any additional shortfall. A recent phone survey of local area hotels and conference centers revealed that the full impact on their industry is very difficult to predict at this time due to uncertainty in the economy, and in the travel industry in particular.

However, staff also believes that the expansion to the Tennis Center will not only help to boost future Hotel/Motel Tax revenue, but also future L.O.S.T. revenue. It will also help to provide jobs, not only during construction, but also after the facility opens. This assertion is based upon documentation provided by Virgil Christian of the Tennis Center, as well as the discussions with local area hotels mentioned above. Also, as the Hotel/Motel Tax was recently increased from 3% to 5% in order to fund the debt service payments on the Tennis Center Expansion project, local area hotels are still expecting that the tax increase will be used for this purpose.

Therefore staff is in support of moving forward with this project and recommends approval of the construction contract for Group VI.

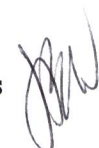
City of Peachtree City
Revenue Shortfall Analysis
Tennis Center Expansion & Amphitheater Improvements
F/Y 2001 - 2002

Calculation of revenue shortfall that will impact Tennis Center & Amphitheater related expenses:	
Hotel/Motel Tax Revenue Budgeted:	\$939,922
Portion of Hotel/Motel Tax needed to support Tennis Center & Amphitheater:	
Tennis Center Supplement	\$155,000
Amphitheater Supplement	\$25,000
Existing Debt Service	\$60,096
New Debt Service	<u>\$260,124</u>
Total annual expenses:	\$500,220
Percent of Hotel Motel Tax used to support Tennis Center & Amphitheater:	53.22%
20% Hotel/Motel Tax Revenue Shortfall =	\$187,984
	x 53.22%
Portion of revenue shortfall that will impact Tennis Center & Amphitheater:	\$100,044

Calculation of Tennis Center & Amphitheater related savings that will offset above revenue shortfall:	
3 months of Hotel Motel Tax revenue collected at the 5% level, prior to incurring new debt for Tennis Center & Amphitheater: (August, September, October 2001)* Monthly (new) debt service = \$21,677 3 x \$21,677 =	\$65,031
<u>*Note:</u> New debt service is scheduled for November 2001	
Delay of new debt service from October to November will result in only having to make 3 out of the four quarterly loan installments budgeted for F/Y 2002: One quarter debt service payment saved =	<u>\$65,031</u>
Total savings to offset revenue shortfall:	\$130,062

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: City Manager 
FROM: Director of Developmental Services 
DATE: October 11, 2001
SUBJECT: Tennis Center

On September 10, 2001, the Planning Commission approved the conceptual site plan for the final phase of the Tennis Center. A copy of the minutes of that meeting is included with this memo as Attachment "A," and a copy of the staff report to the Commission is included as Attachment "B."

JBW/jir

Attachments "A" - "B"

5. *Prior to approval of the final site plan, a determination must be made as to whether a traffic impact study will be required for this development. This study will be required if the proposed development generates more than 100 peak hour trips.*
6. *A modified final plat of the subject property, which combines Lots 7 and 8, must be prepared and submitted to City Staff for review, then recorded at the Fayette County Courthouse.*

The Applicant agreed to the conditions. Mr. Payton was designated to be the Planning Commission representative.

NEW AGENDA ITEMS

**09-01-01 Conceptual Site Plan, Peachtree City Tennis Center Expansion,
GA 54 and Planterra Way.**

Mr. Brian Palmitessa of the Peachtree City Development Authority and Mr. Virgil Christian from the Peachtree City Tennis Center were in attendance to present the conceptual site plan for several modifications to the existing Peachtree City Tennis Center on Planterra Way. These modifications would complete the overall master plan for the facility that was approved on June 6, 1994. A total of eighteen (18) clay courts, parking, and an office/ locker room building had already been constructed.

The site plan indicated this expansion would include a central clubhouse building, six (6) covered courts, and eight (8) permanent parking spaces. The plan also identified grassed overflow parking underneath the existing power line easement and berming and landscaping to screen the Tennis Center from the Planterra Ridge subdivision.

Mr. Christian stated that all costs associated with the \$2.5 million expansion were being funded by the hotel/motel tax through State Ordinance 48. The proposed expansion would utilize the existing storm water detention ponds constructed in earlier phases of development. In addition, the architectural design as well as the building material and color selection would complement the design and colors of the existing buildings. He also stated that, as part of this project, the existing cart path adjacent to the Tennis Center would be extended from Planterra Way to Huddleston Road.

In response to a question from Mr. Payton, Mr. Christian confirmed that this was the final phase of the Tennis Center's development. Their function was primarily for the citizens

and the people who play there throughout the year and not to host tournaments once a year.

After discussion, a motion was made by Mr. Payton, seconded by Mr. Ames, and unanimously adopted to approve the conceptual site plan for the expansion at the Peachtree City Tennis Center subject to the following understandings and conditions:

1. *The Applicant must provide written documentation from the Planterra Ridge Homeowner's Association indicating their approval of the berming and landscaping on their property.*
2. *The Applicant must provide written documentation from Oglethorpe Transmission indicating their approval of the improvements within the power line easement.*
3. *The Applicant must continue to coordinate with the City's Fire Marshal to ensure that all life safety and access issues to the proposed buildings are resolved.*
4. *The Applicant must provide documentation to the City Engineer indicating this development complies with the City's Traffic Impact Ordinance.*
5. *All exterior mechanical units (air handlers, transformers, gas meters, etc.) and trash pick-up areas must be fully screened by an architectural feature, masonry wall and/ or landscaping as appropriate. Material and color selection for all masonry wall enclosures must be similar to those used for the building. Additionally, dumpster or trash enclosures must include a heavy-gauge solid gate which must be kept closed at all times when not in use.*

The Applicant agreed to the conditions. Mr. Ames was designated to be the Planning Commission representative.

**09-01-02 Conceptual Site Plan, Holy Trinity Catholic Church Expansion,
GA 54 and Walt Banks Road.**

Mr. Payton informed the Commission and the audience that he was a member of Holy Trinity Catholic Church.

Mr. Don Cobb of Cobb & Associates Architects was in attendance to present the conceptual site plan for a campus expansion at Holy Trinity Catholic Church on Walt Banks Road. A similar plan was submitted to and approved by the Planning Commission several months ago, and the Church was now ready to move forward with this development.



Peachtree City

Georgia

Date: August 31, 2001

To: Planning Commission
Applicant

From: David E. Rast, ASLA *David /oe*
City Planner

Re: **Peachtree City Tennis Center – 2001 expansion**
Conceptual site plan review

The Peachtree City Development Authority is proposing several modifications to the existing Peachtree City Tennis Center on Planterra Way, which will complete the overall master plan for the facility that was approved on June 6, 1994. At present, a total of eighteen (18) clay courts, parking, and an office/ locker room building have been constructed.

The site plan indicates this expansion would include a central clubhouse building, six (6) covered courts, and eight (8) permanent parking spaces. The plan also identifies overflow parking underneath the existing power line easement and berming and landscaping to screen the tennis center from the Planterra Ridge subdivision.

The proposed expansions would utilize the existing storm water detention ponds constructed in earlier phases of development. The architectural design and building material and color selection would also complement the design and colors of the existing buildings. As a part of this development, the Applicant has agreed to extend the existing cart path adjacent to the development from Planterra Way to Huddleston Road.

City Staff recommends approval of the conceptual site plan for the expansion at the Peachtree City Tennis Center subject to the following understandings and conditions:

- 1. The Applicant must provide written documentation from the Planterra Ridge Homeowner's Association indicating their approval of the berming and landscaping on their property.*
- 2. The Applicant must provide written documentation from Oglethorpe Transmission indicating their approval of the improvements within the power line easement.*

Peachtree City Tennis Center – 2001 expansion

August 31, 2001

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3. *The Applicant must continue to coordinate with the City's Fire Marshal to ensure that all life safety and access issues to the proposed buildings are resolved.*
4. *The Applicant must provide documentation to the City Engineer indicating this development complies with the City's Traffic Impact Ordinance.*

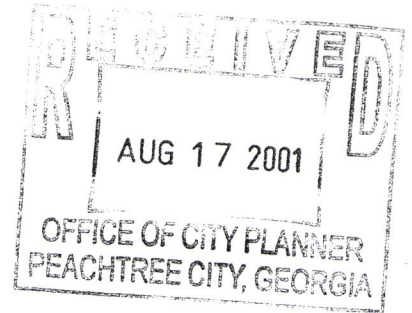
Attachments

CONCEPTUAL SITE PLAN
PROJECT DATA SHEET

NAME OF PROJECT

DATE OF SUBMITTAL

8-17-01



Hazardous material on-site (type and methods of storage): N/A

Building Type:	Clubhouse: Type VI, Unprotected, Unsprinklered	Covered Courts: Type II, Unsprinklered
Existing Employees:	30 Part Time	
Proposed New Employees:	3 Additional	
Existing Parking:	86 spaces	
Proposed New Parking:	80 spaces plus 40 cart spaces and 54 overflow spaces	
Developed Area:	Clubhouse / Covered Courts 90,000 SF	
Landscape Buffers:	N/A	
Adjacent Property Zoning:	LUC-10	
Greenbelts:	2.29 Acres	
Cart Path Connection:	Yes	
Entrance to Site:	2 Entrances (existing)	
Stormwater Retention:	2 Existing Detention Ponds (1 to be modified)	
Nature of Project:	Recreation	
Developer:	Name: Peachtree City Development Authority Address: P.O.Box 2650 Address: Peachtree City, GA 30269 Contact Person: Virgil Christian @ PTC Tennis Center Phone: 770-486-9474 ext.300	
Location of Site:	10 Planterra Way Peachtree City, Georgia	
Size of Site:	11.75 Acres	
Zoning Classification:	LUC-10	
Setbacks:	Front: 40' Side: 10' Rear: 20'	

CONCEPTUAL SITE PLAN
PROJECT DATA SHEET

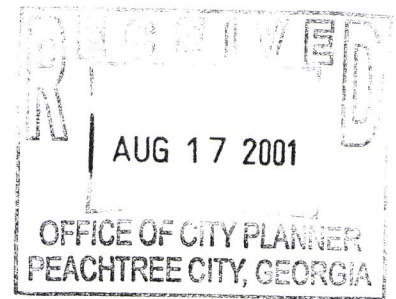
Size of Existing Building: Total Square Feet: 1,800
Footprint: 2 (30 x 30)
Seating: N/A

Size of Proposed Building: Clubhouse:
Total Square Feet: 10,562 GSF
Footprint: 6,784
Conditioned Seating: 48
Unconditioned Seating: 32

Covered Courts:
Total Square Feet: 40, 800 GSF
Footprint: 40, 800
Bleacher Seating: 282

**SITE PLAN
PROJECT DATA SHEET**

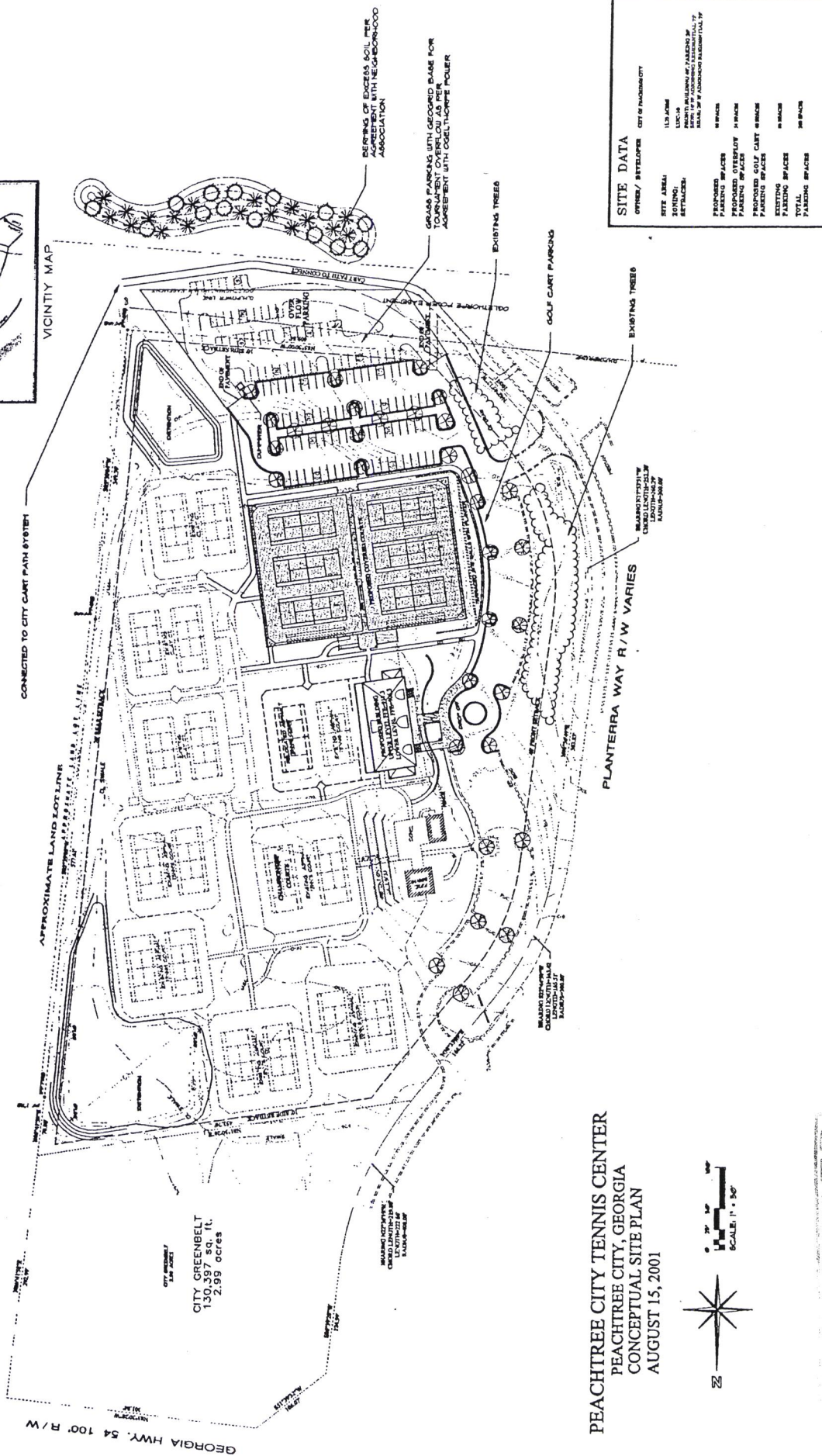
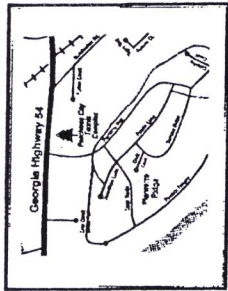
for use by the



Peachtree City Fire Department

Contact: Fire Marshal John Dailey
Telephone: (770)631-2526
Fax: (770) 631-2540

Name of project:	Peachtree City Tennis Center: Clubhouse and Covered Courts	
Proposed building use:	Clubhouse: Mixed Occupancy; Covered Courts: Assembly	
Proposed type of construction:	Clubhouse: Type VI, unprut., unsprk	Covered Courts: Type II, unsprinklered
Structural / roof:	WD Trusses/Metal Roof	Premanuf, Metal Building
Interior finish:	gyp,bd,on wood studs	exposed, painted structure
Exterior:	eifs on wd, studs	metal wall panels & CMU
Number of stories:	Clubhouse: (2)	Covered Courts: (1)
Proposed special fire protection:	Clubhouse:	Covered Courts:
Automatic fire sprinklers:	N/A	N/A
Automatic fire alarm:	Yes	N/A
Proposed new fire hydrants:	?	?
Existing fire hydrants:	?	?
Proposed underground/above ground storage tanks: N/A		
Brief description of operations and contents of new development (only if industrial or warehouse): N/A		



SITE DATA

OWNER/ DEVELOPER	CITY OF PEACHTREE CITY
SITE AREA	13.42 AC
EXISTING USE	LAND IN
PROPOSED USE	RECREATION
PROPOSED PARKING SPACES	100 SPACES
PROPOSED GOLF CART SPACES	10 SPACES
EXISTING PARKING SPACES	10 SPACES
EXISTING GOLF CART SPACES	10 SPACES

PEACHTREE CITY TENNIS CENTER
PEACHTREE CITY, GEORGIA
CONCEPTUAL SITE PLAN
AUGUST 15, 2001

