

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

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Laura Oles for 20 Years of Service
- IV. Public Comment
- V. Minutes
 - September 4, 2007, Workshop
 - September 6, 2007, Regular Meeting
 - September 14, 2007, Special Called Meeting
- VI. Monthly Reports
- VII. Consent Agenda
 - 1. Consider Budget Adjustments – FY 2008
 - 2. Alcohol License – Change in Licensee and License Representative – The Red Room & The Red Room at the Amphitheater
 - 3. Alcohol License – Change in License Representative – Ted's Montana Grill
 - 4. Consider Resolution and Modification of Social Security Agreement with the Employees' Retirement System of Georgia
- VIII. Old Agenda Items
 - 08-07-02 Staff Report on Traffic and Cart Path Issues on Peachtree Parkway North
 - 09-07-01 Public Hearing – Consider Rezoning, Stephens Tract, GI to LUC (Dominion-Somerby)
 - 09-07-06 Consider Ordinance Amendment – Procedure for Appointing Council Members or Mayor
- IX. New Agenda Items
 - 10-07-01 Public Hearing – Consider Request to Lift Multi-Family Moratorium, Outer Market Properties on Redwine Road for 48-bed Assisted Living Facility
 - 10-07-02 Public Hearing – Consider Step 1 Annexation, Outer Market Properties, 13.57-acre Tract on Redwine Road
 - 10-07-03 Consider Alcohol License – NEW – Mulligan's
 - 10-07-04 Consider Alcohol License – NEW – Bia's
 - 10-07-05 Consider Proposed Changes to PCTA Board
 - 10-07-06 Consider Purchase of Rescue/Pumper FY 2008
 - 10-07-07 Consider WASA Agreement for Driveway Improvements
 - 10-07-08 Consider Pay Plan Addition – Part-time Firefighters
 - 10-07-09 Consider Purchase of High-Temperature Linings
 - 10-07-10 Consider Nomination for Representative to Fayette County Recreation Commission
- X. Council/Staff Topics
 - Lexington Circle Development Update
- XI. Executive Session

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

City of Peachtree City
WORKSHOP
Minutes of Meeting
September 4, 2007
6:30 p.m.

The City Council of Peachtree City met in workshop session on Tuesday, September 4, 2007, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Cyndi Plunkett, Stuart Kourajian and Mike Harman.

Staff members attending were: City Manager Bernard McMullen, City Planner David Rast and City Attorney Ted Meeker. Planning Commission Chairman Marty Mullin, Planning Commissioner Patrick Staples, and Doug McMurrain, RAM Development Group and Capital City Development, also attended.

Rast told City Council that staff was looking for direction on the road issues (City-owned streets Line Creek Drive, Line Creek Circle, Phase Court) with the development from McMurrain for the south side of SR 54. Rast noted that there were issues and opportunities. He presented a PowerPoint detailing the developments of the SR 54 corridor, including:

- A brief overview of the Livable Centers Initiative (LCI) plan from several years ago,
- Details about the south side corridor
- Zoning details for the north side of SR 54;
- Details regarding the Atlanta Regional Commission (ARC) grant studying SR 54 West and the path connections;
- Department of Transportation (DOT) plans for 17 curb cuts along the area;
- Identification of the primary intersections;
- Land Use Plan and overall design for both south and north sides of SR 54;
- A comparison of current developments on the north side to potential developments on the south side;
- Details about the Cardiff Park subdivision and original plans and proposals, including issues with roads and rights-of-way that required a variance;
- Information about other developers' plans for the south side; and,
- Details about lots currently owned by McMurrain if developed as one parcel.

Council's discussion with Rast centered on existing and planned development in the area, the Master Plan, and the LCI.

Rast said staff needed guidance from Council on the road issues before they could accept any plans McMurrain would submit since all of Capitol City's plans hinged on the roads and rights-of-way, and the current layout limited use. Options that Rast specified included possible deed or trade of the streets for other property or cash purchase at market value.

Council discussed the proposed development and what would occur based on whether the City abandoned the streets or not. Rast confirmed that McMurrain would like to combine all his properties into one development. Staff needed an indication as to whether Council

would abandon the roads since the plans that McMurrain presented at this meeting would be difficult to build unless the City gave up the streets.

McMurrain commented on difficulties presenting developments to Council, including a previous meeting regarding this property. McMurrain presented a PowerPoint detailing his conceptual plans for the property, including:

- The preferred development of the property;
- The storefront appearances, both standard and upgraded to match surrounding buildings; and,
- A second development for the property, with the roads included, called Plan B.

McMurrain noted that they had hired the same architect that designed the Avenue, which had been well received by the community, to design the planned Kohl's and frontage stores. Council discussed the issue of "big boxes" in the City and expressed concern about developing the City as a whole, not just this one area. Residents from the surrounding communities voiced their concerns, opinions and support to Council. Council noted that the immediate neighboring subdivisions of Planterra Ridge and Cardiff Park seemed to have worked with McMurrain and were satisfied with his concept. Council voiced concern as to whether other neighborhoods would be as satisfied. McMurrain, Council, and the residents noted the similar look to the Avenue shopping center. Rast stated that developments on the south side of SR 54 had to match the north side.

Kourajian and Plunkett stated concerns over "big box" development and the impact on the City if they closed. Kourajian noted that the Avenue had been successful, but the biggest tenant in the center was Books-A-Million, and Rast confirmed it was only 18,000 to 20,000 square feet. Major concerns included the impact on immediate neighborhoods and generally being against "big box" development as a whole. Cart usage and paths were also discussed.

McMurrain discussed Plan B, which left the roads in place and allowed the property to develop in smaller lots. As a developer and businessman, McMurrain said that he needed to develop the property one way or the other. Council noted that Plan B was drawn less architecturally than the other plans and included businesses that would not be as attractive to the City. Plunkett questioned if there was not a third option to develop the property. McMurrain noted that the roads were the issue regarding how the property was developed.

Logsdon asked if there was land for McMurrain to acquire in swap for the roads. McMullen stated that the recycling center would be a good land swap.

Logsdon asked McMullen what he needed from Council this evening. McMullen responded that he needed Council to authorize the sale of the right-of-way, if that was what Council was considering. Boone said there had to be contingencies if the right-of-way was sold. Logsdon said that he was ready to direct staff to pursue a land swap or sale. McMurrain stated that he was willing to do further refinements to the plan through

the Planning Commission and workshops in the spirit of consensus. Kourajian asked if staff wanted direction on the roads or on everything. McMullen said that it was mainly the roads, without which McMurrain could not proceed with the preferred development. Kourajian stated that he would consider the roads, either as a sale or swap, but would not consider a "big box." Harman commented that he was undecided about a "big box," but he would consider a swap or sale of streets. Harman added that before there was further discussion on this, they would need to get the word out to the citizens. Rast stated that McMurrain was on the workshop agenda for the September 10 Planning Commission meeting. Plunkett said that one or two meetings would be better. Meeker commented that, from a staff standpoint, they had direction.

The Council consensus was for staff to proceed with McMurrain to allow a trade or purchase of the city streets.

There being no further business to discuss, the meeting adjourned at 8:17 p.m.

Betsy Tyler, Deputy City Clerk

Harold K. Logsdon, Mayor

Linda Morton, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
September 6, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, September 6, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:03 p.m. Other Council Members present: Steve Boone, Mike Harman, Stuart Kourajian, and Cyndi Plunkett.

Announcements, Awards, Special Recognitions

Mayor Logsdon read proclamations for Save a Life Month and Constitution Week. Captain Peki Prince accepted the Save a Life Month proclamation, and members of the Daniel Newnan Chapter of the Daughters of the American Revolution accepted the Constitution Week proclamation. Harman was recognized for his service on the Water and Sewerage Authority (WASA). Logsdon presented Library Administrator Jill Prouty with two books for the Peachtree City Library in recognition of former Council Member Judi Rutherford's service.

Public Comment

Lynda Wojcik addressed Council about litter in the City and encouraged Council to enact legislation to help curb it.

Minutes

Plunkett moved to approve the August 13, 2007, special called meeting minutes and the August 16, 2007, regular meeting minutes as written. Kourajian seconded. Harman asked for an amendment to the August 16, 2007, regular meeting minutes. Plunkett amended her motion. The motion carried unanimously. City Manager Bernard McMullen noted that the amendment to the motion in question was included in the minutes on another page. City Attorney Ted Meeker clarified that the amendment was already reflected in the minutes, so they did not need to vote again.

Monthly Reports

Logsdon noted that 75 hours was spent on cart path litter removal and 311 hours on right-of-way litter removal in July. He said if people were interested in affecting the budget, then they should stop throwing out trash and participate in the Adopt-a-Mile program on the paths and City streets. There would also be more emphasis on Community Clean-up Day in the spring of next year. Harman noted that mowing hours had increased by 1,000 over last year. Harman was surprised at the increase due to the dry weather. The Recreation Department's hours had also increased significantly. Plunkett asked why man hours for the recycling program were down by 140 hours. McMullen said there had not been a change in the recycling center hours, but it could have something to do with the mulch operation. Plunkett noted that the participant numbers for recycling and composting were significantly higher. If the operation was running more efficiently, then that should be recognized. McMullen would check with the departments and get back to Council. Kourajian noted that right-of-way mowing hours had increased in the spring months, so the increase was probably due to the season. The hours for the summer months had changed very little. McMullen added that additional time this year was spent getting ready for the Tour de Georgia during the spring.

Consent Agenda

1. Consider Budget Amendments – FY 2007
2. Consider Ordinance Amendment – Mixed Drink and Excise Tax Due Dates
3. Consider Approval of Partial Update to Comprehensive Plan
4. Consider Approval of Panasonic Presentation to the Peachtree City Police Department

5. Consider approval of Draw #6, Master Lease Agreement, Financing of 2007 Purchase of Rescue/Pumper
6. Consider Appointment to Development Authority of Peachtree City – Gerald Herzog
7. Consider Surplus of Aquatic Center Revolving Door
8. Consider Change of Custodian – City Defined Benefit Plan

Logsdon noted there was an additional document on the dais regarding #8 – a memo from Financial Services Director Paul Salvatore and Acting City Clerk Betsy Tyler dated September 4, 2007, with the subject, “Defined Benefit Plan Change of Custodian.” Boone moved to approve Consent Agenda #1 through #8 as stated. Kourajian seconded. The motion carried unanimously.

Old Agenda Items

08-07-01 Public Hearing – Consider Rezoning – Stephens Tract (21.120 acres), GI to GC
Harman moved to remove “Public Hearing – Consider Rezoning – Stephens Tract (21.120 acres), GI to GC” from the table for discussion. Boone seconded. The motion carried unanimously.

Logsdon noted there was an additional document on the dais – an e-mail from Beth Pullias dated September 5, 2007, with the subject, “Stephen’s Tract-Sept 6 agenda item 08-07-01.”

City Planner David Rast said there had been some disagreement over the permitted uses at the August 16 meeting. Staff met with the developer and the Wilshire Estates Homeowners Association (HOA) to come up with some resolution, and an agreement had been reached just prior to the meeting. Rast continued that the primary issue had been whether certain uses were permitted or not. The issues included items (d) and (e) (shown below) from the list of permitted uses in the proposed ordinance.

- (d) No more than one freestanding restaurant with a drive-thru window for pick-up of food or drink orders; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders to go. This provision shall also not preclude individual tenants from maintaining drive-thru windows for pick-up of food or drink orders, so long as such tenants are in a building with at least two other individual tenants. In addition to one freestanding restaurant as described herein, this restriction shall not preclude a freestanding coffee shop with a drive-thru window from being located within the overall development. As used herein, the term “coffee shop” shall mean a small restaurant in which coffee and light snacks and other drinks are served.*
- (e) No more than one business whose primary business is the sale of alcohol; provided that this restriction shall not prohibit individual restaurants from selling beer, wine, distilled spirits or other beverages. Such business whose primary business is the sale of alcohol shall not be located within a freestanding building or tenant space exceeding 3,000 SF in gross floor area.*

Rast noted that “so long as such tenants are in a building with at least two other individual tenants” had just been added. He said that Andy Campbell from Columbia Properties and Laurie Farmer, president of the Wilshire Estates HOA, would discuss that in more detail. Rast continued that the sale of alcohol, which was addressed in (e), would not be allowed in a freestanding building but could be in a larger space that included other tenants.

Logsdon said this was another change. McMullen said the requirement came from staff's meeting with the developer and the HOA.

Rast briefly went over (f) under permitted uses and (a) under uses not permitted:

(f) Automobile parts sales; provided that the repair of vehicles on the premises of any business by the property owner, the tenant or customers shall be prohibited.

(a) Hotel or motel.

Rast said that the Planning Commission had not seen the uses, but had instructed staff to work with the developer and the HOA to come to a resolution. Rast said hotels and motels had been moved to non-permitted uses. The main discussions were regarding items (d), (e), and (f) under permitted uses. Both parties were agreement with the bulk of the ordinance. Staff was in agreement with the changes made at the meeting and recommended that Council approve the rezoning. Rast continued that the Planning Commission had not seen the changes, but had indicated that staff should work with the developer and the HOA to resolve the issues.

Plunkett asked for an explanation regarding the fast food restaurants. She asked if that meant two restaurants could be in the same building with drive-throughs on each side. Andy Campbell of Columbia Properties said the intent was not to have another fast food restaurant. The language was tough to define. He cited a Bonehead's or a Moe's, which had drive-through windows, but were in line with other tenants. Campbell said there would be at least three tenants in a line. An example would be the Pizza Huts and Kentucky Fried Chickens that were together.

Logsdon noted that staff had recommended approval of the rezoning, and the HOA was fine with the language. Someone in the audience asked if the public hearing was open. Logsdon said it had already been held, but a representative from the HOA could speak once a motion was made and the discussion opened.

Harman moved to approve the rezoning of the Stephens tract for Columbia Properties from GI to GC per the staff's recommendation and including the conditions as modified this evening. Boone seconded.

Laurie Farmer, president of the Wilshire Estates HOA, thanked everyone for the opportunity to work together for a project the surrounding community could live with and to serve as a gateway to the south side of the community. They were working on the final details. Farmer said she wanted to address "the big picture concept" of the property. She said it was important to look at the development as a whole, not in pieces. Lexington Circle was an example of the worst that could happen. She also asked what could be done regarding the cart paths in the area. She did not see the inner operability working efficiently. Farmer had discussed the possibility of moving the tunnel. Council was not addressing a major component of how people in the City lived.

Boone asked if there had been any discussion with DOT regarding the tunnel location. City Engineer Dave Borkowski reported that he had spoken with someone in the consultant design office, who told him the state would not do the project if moving the tunnel cost more money. The state was now acquiring right-of-way and had finished the environmental documents. Borkowski said the cost share for the tunnel was now 80/20, with the state paying 80%. If the tunnel was

moved, then the City would have to pay for everything. Logsdon said he thought there would be another tunnel under Rockaway Road. Rast clarified that the developer for the senior development was looking at that.

Plunkett said she was concerned about golf cart traffic crossing Holly Grove Road to get from the Eckerd to the rest of the Wilshire center. It would be safer to take the golf cart traffic to the Publix side of the center, and the seniors would not have to cross a major thoroughfare. Logsdon did not see why the tunnel could not be moved if there was not an increase in the cost. Borkowski said staff had planned to look at the path network in the area to see what could be done. Harman said that putting a tunnel under a six-lane road would be expensive, especially if the City had to pay for the whole thing. Logsdon said the City would have to pay the additional cost. McMullen added that changing the location also included another environmental assessment and right-of-way acquisition, which was almost finalized for the current location. Plunkett noted that moving the tunnel from one side of the road to the other side would solve some of the problems. It was one corner versus another corner, and the environmental impact should be about same. Logsdon agreed that it was worth asking the questions. Kourajian pointed out that a path along Rockaway and the southern portion of the Columbia property would be in the greenbelt. Boone noted that there would be a cost to redraw and re-architecture the plans. McMullen added that Dominion Partners would present the plans for the senior development on October 4. Staff would show the proposed cart path lay-out of the area at the same time.

The motion carried unanimously.

New Agenda Items

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

McMullen noted that the applicant had asked to continue the rezoning until October 4. The public hearing would be re-advertised for that meeting. Kourajian moved to continue the rezoning until October 4. Boone seconded. The motion carried unanimously.

09-07-02 Public Hearing – Proposed Acquisition by the City of Real Property Located at 105 Peachtree Parkway North Pursuant to a Multi-Year Lease-Purchase Contract with the Peachtree City Governmental Finance Corporation

Mayor Logsdon opened the public hearing. No one spoke either for or against the issue. The public hearing closed. No action was required.

Financial Services Director Paul Salvatore explained that the public hearing was a legal requirement associated with the Bricks & Mortar loan and using Neely Fire Station as the bank security for the loan. Logsdon asked if there were any comments. There were none.

09-07-03 Adopt Resolution Authorizing City to Enter into a Multi-Year Lease-Purchase

Salvatore explained that adoption of the resolution would authorize the Mayor to sign the required documents for the \$2,350,000 Bricks & Mortar loan discussed during the budget process. He noted that a list of capital projects was attached. The low bid was from BB&T. He continued that by adopting the resolution Council would also approve the bid. The rate was 3.96% for 15 years. Salvatore pointed out that the documents for this agenda item had been switched in the packet with the documents for the Peachtree City Governmental Finance Corporation meeting that was held prior to this meeting.

Kourajian moved to adopt the resolution to authorize Peachtree City Governmental Finance Corporation as Lessor to enter into a multi-year lease-purchase contract with Peachtree City as Lessee. Boone seconded. The motion carried unanimously.

09-07-04 Consider Bids for Huddleston Pond Dam Rehabilitation

Logsdon noted there was an additional document on the dais – a memo from the Stormwater Manager to City Council dated September 5, 2007, with the subject, “Huddleston Pond Dam Rehabilitation Project.” Borkowski said 14 contractors had attended the mandatory pre-bid meeting in July, and four bids had been received. Riner Construction Inc. turned in the low bid, which was \$320,750. The highest bid received was \$784,790 from Willow Construction. Staff met with the design engineer and the apparent low bidder, Riner, to discuss the scope of the project to see if the company felt comfortable with the undertaking. Borkowski said Riner did feel comfortable with the scope and the price submitted. Because of the large cost difference, staff closely reviewed the engineering construction estimate, which had been \$250,000. The demolition and construction costs for the multi-use path had been added after the original estimate was done. After subtracting that cost from the low bid, Riner’s bid amount would have been \$282,590, which correlated closely to the original engineering estimate. Borkowski said the design engineer, Schnabel Engineering, had a lot experience with dams east of the Mississippi River, and staff was very confident in the estimate.

Borkowski continued that Riner had excellent references for all of its construction projects and had worked on ponds, dams, storm drains, and water lines. The bid specifications had required three examples of Category 2 dams (an impoundment that was 25 feet high or 100-acre feed in volume) the company had worked on within the past five years. Rinehart gave three references – a dam at Stone Mountain (22 feet high that impounded 88-acre feet of water), an impoundment in Henry County (23 feet high and 115-acre feed), and a pond in Williamson (20 feet high and 40-acre feed in volume). One project fully met the requirements, one was very close, and one did not meet the requirements. However, staff believed that Riner met the intent of the bid specifications and had the applicable experience and recommended the bid be awarded to Riner. Borkowski added that \$395,000 was budgeted in the stormwater revenue bond, \$60,750 had already been spent or allocated, and the total cost of the project was estimated at \$387,750. He continued that staff recommended the \$320,750 be transferred from the Stormwater Utility revenue bond for the specific project.

Boone asked why there was such a large discrepancy between the prices quoted in the bids. Borkowski said the unit prices were much higher. They had not contacted the companies with the higher bids, but had contacted the lowest bidder to ensure they understood the scope and to verify the unit prices were reasonable. He could not explain the discrepancy. Logsdon clarified that staff had talked to Riner and the company was comfortable with the scope of work. Borkowski said yes, and added that he had called the references for the company’s other jobs in addition to the dams.

Plunkett asked when the work would begin. Borkowski said he expected to get the wetlands variance in mid-October, and the work would proceed toward the end of October. The work should take a couple of months, and the pond should be back in the spring. The pond was spring-fed, which kept the pond at the current pool and prevented any fish kills.

Boone moved to approve the Huddleston Pond dam rehabilitation project and construction of a new principal and emergency spillway and upgrades to Riner Construction of Williamson not to exceed

the base bid price of \$320,750. Kourajian seconded. McMullen clarified that Boone's motion had a not to exceed amount, which would not allow any change orders. Boone asked what was normally allowed for change orders. McMullen said he had authorization to approve change orders up to \$40,000. The motion should be awarded for the amount stated. Boone moved to approve the Huddleston Pond dam rehabilitation project and construction of a new principal and emergency spillway and upgrades to Riner Construction of Williamson for the base bid price of \$320,750 and to allow the City Manager to approve change orders up to \$40,000. Kourajian seconded. The motion carried unanimously.

09-07-05 Consider Employment Contract – Planning Assistant

Acting Administrative Services Director/City Clerk Betsy Tyler noted that the contract would begin October 1 with Tony Bernard, who was currently the part-time planning assistant. She continued that Council had approved changing the position to full-time for a one-year period as part of the FY 2008 budget. The hourly rate had not changed, but would be paid on a full-time basis. He would be considered a full-time employee, but Council would need to vote to continue the position full-time for the next budget cycle. If not approved, then he would have 90 days to find another position. The City Manager and the City Attorney had reviewed the language.

Plunkett moved to approve the employment contract for one year with the planning assistant as stated by Tyler. Harman seconded.

Harman asked if the contract was for the position or the person. McMullen said it was for the position. If Bernard left on October 15, the position was still in the budget for the entire year. Another person would be recruited to fill the position.

Plunkett said her original motion was for the position. Logsdon had restated the motion and included Bernard's name. McMullen said the agreement was for Bernard, and Council would have to approve another agreement if Bernard left and another person was hired. Plunkett said the restated motion had been correct.

The motion carried unanimously.

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

Logsdon commented that while following the procedure when Harman was appointed it was noted that some portions needed tweaking. Tyler pointed out that the ordinance had been adopted for filling vacancies on Council when there was less than one year left of a term. There were two proposed changes – one was a clarification based on the procedure used at the meeting and what to do in event of a tie. The proposed changes included conducting the question and answer period one candidate at a time with the other candidates remaining outside of the room. In the event of a tie vote, the proposed amendment allowed time for Council discussion and to continue voting until an agreement was reached.

Plunkett said she understood why the members could be deadlocked and felt there should be language in the ordinance to break a tie. Logsdon agreed, and he would support the will of the Council. Plunkett suggested having the Mayor break a tie. City Attorney Ted Meeker pointed out that would, in essence, give one person two votes. Kourajian said he could not support that option. McMullen said he had suggested "flipping a coin" between the two people that were tied, but no

one liked that way to break a tie, rather than going with the third person (the option listed in the current ordinance). Meeker said adding the vote totals from the first round could be considered. Kourajian said he liked Meeker's suggestion. Plunkett said she wanted to make sure the steps were spelled out.

Plunkett moved to postpone the ordinance amendment to October 4. Logsdon seconded. The motion carried unanimously.

09-07-07 Consider Easements for the Shoppes at Village Piazza

Borkowski said that staff recommended Council grant two separate utility encroachment easements to Treetop Associates, LLC, for construction of the Shoppes at the Village Piazza. One easement was for the construction of the storm drain, and the other was for the installation of sanitary sewer, water line, and a storm drain. During the staff review of the site, staff discovered that all of the stormwater would go into the Line Creek pond. The plans were re-designed so that a small flow still went to the pond to keep the water level, but the larger flow would toward into Line Creek. Staff felt more comfortable with that plan since the pond was old and did not have an outlet structure. In order for that to be done, they needed the utility encroachment easement to build the outfall of the storm drain system. He noted that the sewer line originally ran along the pavement of SR 54. Borkowski continued that the plans had been re-drawn based on staff's recommendation. The other easement, for the most part, was for the sewer line. During the review, the Water and Sewer Authority (WASA) noted that they had issues with the location of the sewer line along the state highway. Whenever WASA would have to perform maintenance, they would have to obtain an encroachment permit from the state. A better solution was to put the easement just inside the property line and make it wide enough to fit all three utilities. Borkowski continued that there were deed restrictions on both pieces of property. The City had received a verbal agreement from Pathway Communities that they did not have a problem quit-claiming the restrictions just for the areas, but the City had not received a signed quit claim yet. If Council approved the easements, it would be contingent upon getting the signed quit claim deed from Pathway. Meeker pointed out that there would be a change in the language regarding the utilities. The utilities would be underground, so the language would change to "under" the areas, rather than "across."

Plunkett said she had a problem approving the easements without having the quit claim deed in the City's hands. She also questioned what the City would receive in return and if there would be any concessions from the developer, and whether their stormwater plan would comply with the City's ordinance as written. Borkowski said if the City did not grant the easements, then the developer was fully within his rights to discharge the stormwater into the pond. They had gone with the staff recommendation. Logsdon asked if staff was asking Council to approve the easements in anticipation of getting the quit claim deeds. Meeker clarified staff was asking Council to approve the easements subject to receiving approval from Pathway. Logsdon said he did not understand Plunkett's concern. Plunkett said Pathway could put some stipulations on the quit claim that would have to come back to Council. Meeker said that there had been some issue with the language in the quit claim deed. The revisions had been made and re-submitted to Pathway. Plunkett asked if the changes Pathway asked for limited things any further. Meeker said the clarifications were on two points – one was that the utilities would be underground and that the restrictions on the property would be lifted only for the sanitary sewer and storm drain. Meeker said staff thought that had been covered, but the request made it more explicit.

Rast added that the owner of the Shoppes at Village Piazza planned to deed the portion of the property he owned with the pond on it to the City, which was something the City had been trying to do for years. The developer also planned to enhance the landscaping in front of the nature area. Most important, there was no legal access easement to the nature area from the property. The property owner had agreed to pave the section that entered the nature area and to keep the access open. They also discussed access to the nature area from SR 54 if the Southern Conservation Trust wanted it. Rast said both easements were at the recommendation of staff and WASA. Plunkett asked if Council could make a condition of the easement for the developer to deed the portion of the pond property to the City. Meeker said they could definitely put those conditions in writing. Plunkett asked Rast if that would be a problem. Rast said Will Ray of Treetop was at the meeting, and staff had been working closely with the developer.

Plunkett continued that she did not want to leave anything open because of the citizen concerns about fast food restaurants and all the things that could go in the project. Rast said that an uninformed e-mail had gone out. He showed the plan that had been approved as part of the conceptual site plan and noted some changes. The developer was looking at a site for a free-standing coffeehouse with a drive-through, not a fast food restaurant, if a coffeehouse was interested. Many improvements had been made to the site plan. Plunkett asked Ray if he had a problem making the easement conditioned on not having a fast food restaurant. Ray said he did not.

Plunkett moved to grant the easements as specified by the City engineer dependent on receiving the appropriate quit claim deeds from Pathway and a written agreement wherein the developer would donate the portion of Line Creek Pond to the City with the easements only in effect as long as there was no fast food restaurant on the plan. Kourajian seconded. Plunkett clarified that the language regarding fast food restaurants in the ordinance for Columbia Properties approved earlier would be fine. The motion carried unanimously.

09-07-08 Consider Cancellation of the September 20, 2007, City Council Meeting

Boone moved to cancel the September 20, 2007, City Council meeting. Kourajian seconded. The motion carried unanimously.

Council/Staff Topics

Update on Summer Swimming Pool Usage

Leisure Services Director Randy Gaddo went over the numbers regarding pool usage (a copy of the PowerPoint is included in the official meeting file). He noted that total usage was down at Pebblepocket and up at Clover Reach from 2004 to 2007. Some of the users might have moved from Pebblepocket to Clover Reach. He added that pool fees that increased in 2005, and the numbers had dipped some. Overall, pool usage at Clover Reach was in an upward trend. Clover Reach was also used as an overflow pool, when other pools were closed for any reason. Gaddo noted that the Clover Reach neighborhood was also in transition and had more young families with children now than in the past.

Plunkett said she had a problem with the City funding what was basically a neighborhood pool. It cost the City approximately \$20,000 to run the pool for 10 weeks. The usage numbers might be up, but the same 20 people might be using the pool 100 times. Gaddo said that could be true to a certain extent, but there was now more diversity in who was using the pool, which was true of all the pools.

Plunkett continued that the National Association for Recreation recommended one pool per 20,000 residents and a pool should service three to five percent of the population. The City had five pools for 36,000 residents. She added that the Clover Reach pool was not as big as a backyard pool, which could not service three to five percent of the population. Gaddo clarified that it was bigger than a backyard pool and was a subdivision-size pool. The deep end was only five feet, which was why people with younger children used it. Plunkett said the cost of the pool did not justify the use. Pebblepocket was less than a mile away from Clover Reach. The national standard for distance between pools was 10 to 15 miles. It was a very expensive amenity. Gaddo noted that the City had always chosen to be well above the national standard. Plunkett said the City would still have double the national standards without Clover Reach. She said if there was another pool, it should be on the south side of the City. Boone said he could not see another pool on the south side, but understood her point. Logsdon asked if people drove to Clover Reach. Gaddo said most of the users were from the neighborhood. Kourajian asked about the revenue. Gaddo said he averaged the revenue based on visits, which was approximately \$4 per visit. Gaddo said the pool was bringing in more revenue because more people were using it; the same was true of all the pools. He noted that the \$20,000 cost was all of the operation and maintenance cost, except for any capital expense. Plunkett said that the pool was donated to the City when the subdivision's HOA went under. At the time, the City needed the pool. Its operation should be evaluated. Gaddo said staff would continue to watch it unless Council made another decision. Logsdon said he wanted to hear staff's plan for the property if the pool closed.

McMullen reminded Council that the Central Park at Line Creek retail development would be discussed during a workshop at the Planning Commission's September 10 meeting. The next meeting for the Comprehensive Plan was scheduled on September 13.

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

Kourajian moved to reconvene in regular session. Harman seconded. The motion carried unanimously.

There being no further business to discuss, Harman moved to adjourn. Kourajian seconded. The motion carried unanimously. The meeting adjourned at 9:17 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Special Called Meeting
September 14, 2007
8:00 a.m.

The City Council of Peachtree City met in a special called meeting on Friday, September 14, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 8:00 a.m. Other Council Members present were: Steve Boone, Stuart Kourajian, and Cyndi Plunkett. Mike Harman was unable to attend.

The purpose of the special called meeting was to consider a Memorandum of Understanding for an economic development grant to the Fayette County Development Authority.

Kourajian moved to accept the Memorandum of Understanding for an economic development grant to the Fayette County Development Authority and to authorize the Mayor to sign. The grant was for \$50,000. Boone seconded.

Plunkett asked where the money would be taken from. City Manager Bernard McMullen said that the funds would be taken from FY 2007's Council contingency.

The motion carried unanimously.

There being no further business to discuss, Kourajian moved to adjourn the meeting. Boone seconded. The motion carried unanimously. The meeting adjourned at 8:04 a.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: August 2007

	<u>July-07</u>	<u>August-07</u>	<u>FY 2007 YTD</u>	<u>FY 2006 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	2	2	23	22
City Vehicle / Equipment Accidents	2	2	22	14
Lawsuit Legal Fees	\$13,436.10	\$5,718.45	\$79,746.93	\$50,873.24

Municipal Court

Fines Collected	\$115,185.00	\$130,229.00	\$1,301,377.25	\$1,289,610.97
Online Transactions	166	169	1,740	1,779
Citations Closed	389	863	6,719	7,344
Jail Fund Balance	\$1,891.10	\$5,447.53	\$123,557.21	\$81,563.25

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

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

Public Information

New Businesses Registered	27	20	317	331
Public Contacts, Questions & Complaints	181	87	965	911

This includes 17 complaints against Comcast Cable Company, 6 sanitation company complaint, and 10 Open Records/Discovery Requests.

2007 City Event Calendar

<u>October</u>	<u>November</u>	<u>December</u>
10/1 – City Council Workshop, 6:30 pm 10/4 – City Council Meeting, 7 pm 10/6 & 7 – Touch the World in PTC 10/11 - Comprehensive Plan Forum (Kedron), Kedron Fieldhouse 10/13 & 14 – Great Georgia Air Show 10/18 – City Council Meeting, 7 pm 10/20 – PTC Classic Road Race 10/25 - Comprehensive Plan Forum (Glenloch), City Hall	11/1 – City Council Meeting, 7 pm 11/3 –Chili Cook-Off 11/6– City Council Workshop (Tentative), 6:30 pm 11/8 - Comprehensive Plan Forum (Aberdeen), City Hall 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City offices closed	12/1 – Hometown Holiday 12/4– City Council Workshop (Tentative), 6:30pm 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City offices closed

2008 City Event Calendar

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

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

Updated 9/27/07

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2007**

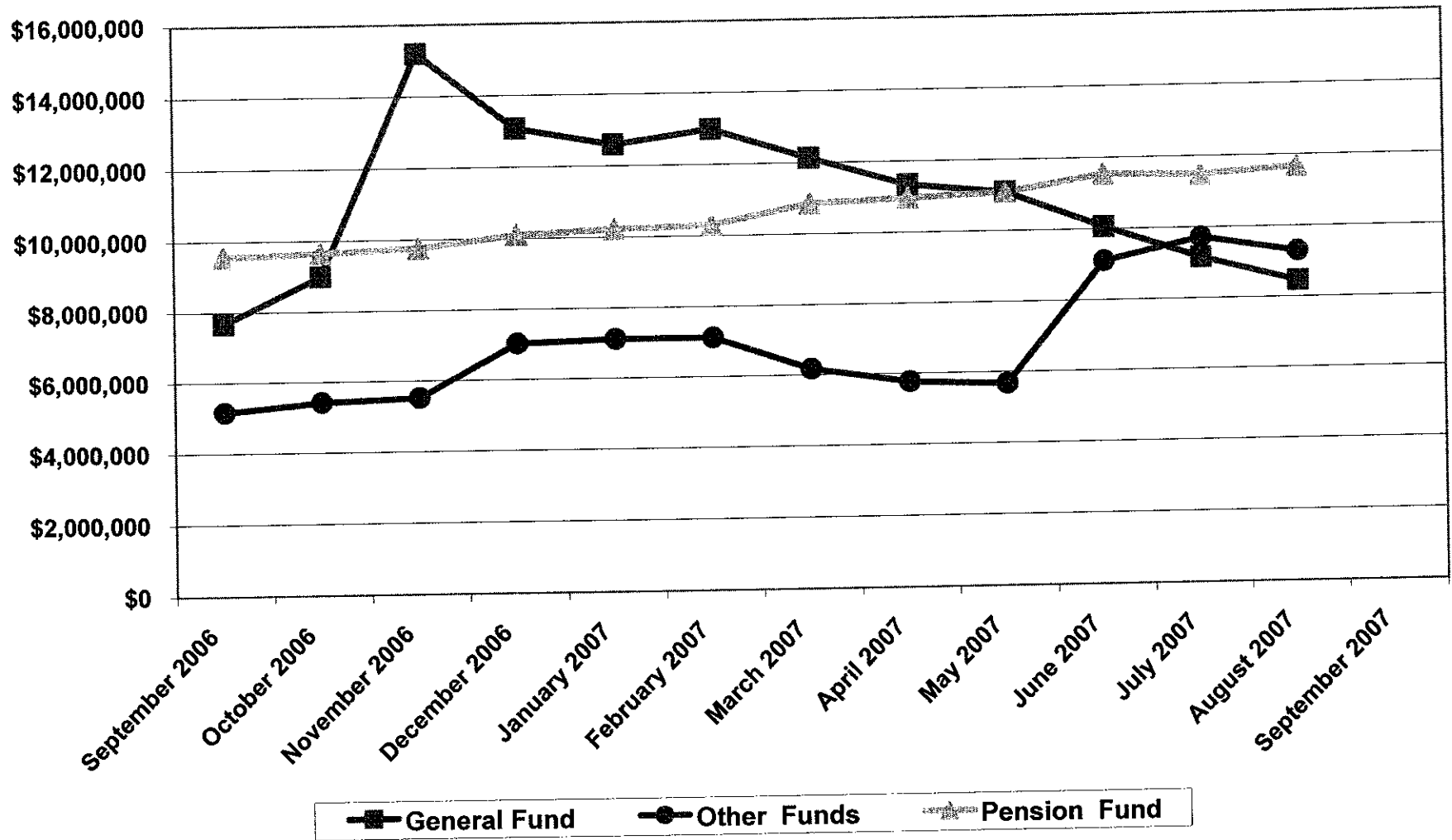
	Jul-07	Aug-07	Fiscal Y-T-D 2007	Fiscal Y-T-D 2006
DEVELOPMENT PERMITS:	12	8	81	142
BUILDING PERMITS:				
Single Family Residential	4	5	76	123
Multi-Family Residential	145	0	145 *	0
Misc.-Pools/fences/additions	69	61	604	567
Commercial/Industrial	17	14	138	169
TOTAL INSPECTIONS:	570	775	6,197	7,239
CERTIFICATE OF OCCUPANCY:				
Residential	5	13	80	100
Commercial	6	5	67	53
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	90	76	1,292	2216
Rehab	17	17	180	198
Notice of Violations	242	290	2,733	2720
Citations	6	4	38	40
Stop Work Orders	10	20	88	141
Complaints From Citizens	13	23	220	158
PERMIT FEES COLLECTED:	30,529	156,758	444,689	491,446
POPULATION:	36,201	36,226	36,226	36,041
Based on 2.09 of completed occupancy				

***Towne Club at Peachtree City, 145 unit assisted living facility.**

Fire damage rebuild Lot 14 Fetlock Meadows, not included in population figure.

Total residential certificates of occupancies issued: 13 - 12 new, 1 rebuild.

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



**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR ELEVEN MONTHS ENDED AUGUST 31, 2007**

PERCENTAGE OF BUDGET YEAR COMPLETED 91.6%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 10,094,474	\$ 9,950,660	\$ (143,814)	98.58%
Franchise Taxes	2,191,127	2,162,144	(28,983)	98.68%
Local Option Sales Tax	7,046,292	6,477,305	(568,987)	91.93%
Other Sales & Use Taxes	652,642	626,342	(26,300)	95.97%
Business Taxes	2,086,038	2,121,945	35,907	101.72%
Licenses & Permits	956,294	883,495	(72,799)	92.39%
Intergovernmental/Grants	204,966	168,059	(36,907)	81.99%
Charges for Services	1,184,222	932,030	(252,192)	78.70%
Fines & Forfeitures	1,140,817	908,427	(232,390)	79.63%
Investment Income	428,565	554,953	126,388	129.49%
Other Revenue	9,227	15,471	6,244	167.67%
Other Financing Sources	573,193	459,856	(113,337)	80.23%
Total General Fund Revenues	\$ 26,567,857	\$ 25,260,687	\$ (1,307,170)	95.08%
Surplus Carryover	355,114	-	-	-
Total General Fund	\$ 26,922,971	\$ 25,260,687		

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 482,855	\$ 395,346	87,509	81.88%
Administrative Services	1,032,759	858,307	174,452	83.11%
Financial Services	922,103	789,591	132,512	85.63%
Police Services	5,569,253	4,555,811	1,013,442	81.80%
Fire/EMS Services	5,320,407	4,495,442	824,965	84.49%
Public Works	4,142,569	3,482,063	660,506	84.06%
Leisure Services	4,924,213	4,153,328	770,885	84.35%
Developmental Services	1,332,497	1,122,925	209,572	84.27%
Non-Divisional:				
Council Contingency	94,760	-	94,760	0.00%
Non-Profit Organizations	20,000	20,000	-	100.00%
Transfer to Development Authority	66,652	66,651	1	100.00%
Transfers to Other Funds	3,181,202	2,598,976	582,226	81.70%
Liability Insurance	80,835	96,073	(15,238)	118.85%
Legal Services	162,880	124,744	38,136	76.59%
General Administration/Bad Debt Expense	62,920	438	62,482	0.70%
Other	(472,934)	-	(472,934)	0.00%
Total General Fund	\$ 26,922,971	\$ 22,759,695	\$ 4,163,276	84.54%

HOTEL/MOTEL FUND REVENUES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,092,291	\$ 860,647	\$ (231,644)	78.79%

HOTEL/MOTEL TRANSFERS OUT

Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 364,097	\$ 286,882	\$ 77,215	78.79%
Transfer to Tourism Association	728,194	573,765	154,429	78.79%
Total Hotel/Motel Transfers Out	\$ 1,092,291	\$ 860,647	\$ 231,644	78.79%

**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF AUGUST 31, 2007**

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER AUGUST 2007			
Description	Vendor	Award	Date
Rockspray Spillway Design - Stormwater	Integrated Science & Engineering	\$ 38,800	08/07/2007
Cleaning & Filming Tennis Center Pipes - Stormwater	Southeast Pipe Survey	12,600	08/07/2007
Fence Repairs - Recreation	McIntyre Fencing	38,597	08/28/2007
Temporary Cubicles and Furniture - Police	Office Depot	30,631	08/31/2007
Picnic Shelter - Recreation	Leisure Lines	13,659	08/31/2007

PURCHASING REPORT FOR MONTH ENDED AUGUST 31, 2007 AND AUGUST 31, 2006		
Activity	Fiscal Year 2007	Fiscal Year 2006
Purchase Orders / Requisitions Processed	374	329
City Store Requisitions Processed	10	7
Sealed Bids Requested	4	6
Requests for Proposals	1	2
Bids Awarded	5	0
Requests for Proposals Awarded	1	2
Contracts Prepared	3	0
Fixed Assets Purchased	8	8

INFORMATION TECHNOLOGY REPORT AUGUST 2007 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2007
Work Orders Created	71	1,060
Work Orders Closed	64	983
Work Orders Open	7	77
Project Work Orders	63	756
Technical Support	71	945
Website Visits	107,982	922,332

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

	Jul. 07	Aug. 07	2007 FY-T-D	2006 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	4	2	26	25
Actual Business/Industrial Fires	0	0	9	9
Rescue/EMS Assist	171	187	1635	1583
Vehicle/Golfcart Accidents	22	17	242	264
False Alarms	42	39	302	254
¹Other	24	32	309	296
Total Engine Response	263	277	2523	2431
 Dispatched Fire Calls	 75	 74	 688	 624
 Response Time Fire	 4:37	 4:27	 5:00	 4:44
 RESCUE/EMS				
Trauma	37	31	383	603
Medical	152	157	1582	1346
Total # Patients	189	188	1965	1949
 Patients Transported	 100	 89	 986	 922
 Dispatched EMS Calls	 184	 203	 1826	 1818
 ²Total Medic Response	 256	 277	 2497	 2476
 Response Time EMS	 4:47	 4:40	 4:35	 4:14
 Dispatched Fire/EMS Total	 259	 277	 2514	 2442
 EMS BILLING				
Patients Billed	84	84	847	812
 Revenue Generated	 35,911	 35,125	 351,119	 319,819
 ³Total Revenue Received	 19,552	 34,604	 260,963	 255,466

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

²Includes Fire Assist Responses

³Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

Aug-07

<u>Activity Description</u>	<u>Unit</u>	<u>August 07</u>	<u>FY 2007 YTD</u>	<u>FY 2006 YTD</u>
Library				
Books Circulated	number	38,360	382,741	241,508
Internet Usage	visits	4,221	39,387	31,790
Computer Lab Use	hours	31	331	512
 Recreation				
Class/Program Revenue	\$	\$3,773	\$82,299	\$50,967
Playing Surface Mowing	hours	516	3,404	3,439
Playing Field Preparations	hours	850	7,681	7,563
Building Maintenance	hours	461	4,911	4,734
Safety Inspections	visits	50	550	550
Litter Removal	hours	338	3,386	3,160
Complaints answered	number	1	10	18

PEACHTREE CITY POLICE DEPARTMENT

2007 MONTHLY REPORT

	JULY 2007	AUGUST 2007	2007 CYTD	2006 CYTD
PART I CRIMES				
Criminal Homicide	0	0	0	1
Rape	0	0	0	1
Robbery	0	1	3	4
Aggravated Assault	1	2	5	5
Arson	0	0	0	1
Motor Vehicle Theft	10	5	48	44
Theft	34	30	191	190
Burglary	0	4	23	21
TOTAL PART I CRIMES	45	40	270	267
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	21	15	133	162
DUI – ADULT	19	14	119	143
DUI – UNDERAGE	2	1	14	19
MINOR IN POSSESSION OF ALCOHOL	22	12	60	49
DRUG ARRESTS:				
MARIJUANA	5	3	36	48
METHAMPHEDIMINE	0	0	4	5
COCAINE	3	0	3	3
OTHER (opium, etc)	0	0	7	3
ARRESTS				
PROPERTY CRIMES	17	12	107	103
PERSON CRIMES	5	10	57	38
CITY ORDINANCES	44	43	308	297
TRAFFIC OFFENSES	45	53	406	461
OTHER	49	53	365	340
AVERAGE RESPONSE TIME	6.03	5.59	5.61	5.50
CALLS ANSWERED	5,518	5,816	44,060	48,345

TRAFFIC				
CITATIONS ISSUED	629	596	5,053	4,818
WARNINGS	799	612	5,218	3,719
ACCIDENTS	87	88	773	732

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HUDDLESTON DR	6
HWY 54 / WILLOWBEND ROAD	4
HWY 74 / CROSSTOWN RD	4
HWY 54 / HWY 74	2
HWY 74 / PEACHTREE PARKWAY	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	60
HWY 74 / CROSSTOWN ROAD	20
HWY 54 / PEACHTREE PARKWAY	19
HWY 54 / PLANTERRA WAY	16
HWY 54 / HUDDLESTON DR	15

PUBLIC SERVICES MONTHLY REPORT

AUGUST 2007

<u>Activity Description</u>	<u>Unit</u>	<u>August- 07</u>	<u>FY 2007 YTD</u>	<u>FY 2006 YTD</u>
Street Patching	Hrs.	950	2,814	2,238
Street Crack Sealing	Hrs.	0	561	591
Drainage Maintenance	Hrs.	280	4,084	1,576
Cart Path Paving	Ft.	3,752	36,369	37,371
Cart Path Prepped for Paving	Ft.	2,749	21,090	14,543
Cart Path Litter Removal	Hrs.	75	1,244	1,202
Cart Path Drainage Maintenance	Hrs.	61	1,439	1,874
R.O.W. Mowing	Hrs.	977	5,041	4,386
R.O.W. litter Removal	Hrs.	304	5,054	4,207
General Maintenance	Hrs.	267	2,720	3,054
Mowing (Subdivision Entrances)	Hrs.	1,123	6,040	5,259
Landscape Maintenance	Hrs.	48	1,017	784
Landscape Planting/Mulching	Hrs.	0	2,254	3,667
Subdivision Sign Maintenance	Hrs.	38	797	262
Traffic Sign Maintenance	Hrs.	60	905	1,657
Vandalism Repairs	Hrs.	47	348	74
Vandalism Repairs	Dis.	\$335	4,863	2,061
Citizen Requests Answered	Num.	110	944	809
Community Service	Hrs.	16	72	174

RECYCLING SITE

Manhours	Hrs.	74	595	762
----------	------	----	-----	-----

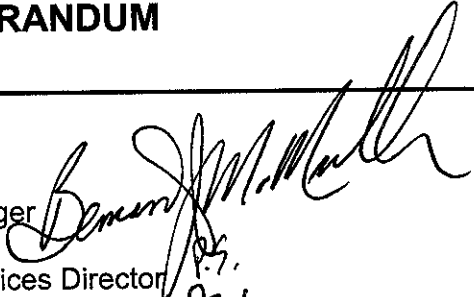
PARTICIPANTS

Recycling	Num.	395	3,012	2,527
Composting	Num.	1,165	10,994	10,576
Mulch Pick Up	Num.	52	676	1,068

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

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

DATE: September 22, 2007

SUBJECT: Budget Amendments – Fiscal Year 2008
October 4, 2007 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached fiscal year 2008 budget amendments.

Discussion:

Attached please find budget amendments for fiscal year 2008 submitted for your approval. Budget amendment 08-001 removes the Flat Creek Bridge Ramps and the Battery Way Boat Dock projects from the approved 2008 PIP Fund budget. These projects were moved to the 2007 budget in July with Council's approval to be included in the 2007 Bricks & Mortar Loan. Budget amendment 08-002 increases the 2008 PIP Fund budget for four (4) police vehicles and adjusts the Debt Service Fund to cover the 2008 debt service costs for financing these vehicles. Debt service costs for three (3) of the vehicles were originally budgeted as part of the Police Department's Contingency in the General Fund associated with the addition of staff, ultimately approved in the 2008 budget. These budgeted costs are transferred from the General Fund to the Debt Service Fund with this amendment. The fourth vehicle was added to the 2008 budget to be bid with all of the other 2008 vehicle purchases to replace a vehicle that was recently totaled in an accident. The City has received their portion of the insurance proceeds and has deposited those into the General Fund. Budget amendments 08-003 and 08-004 simply adjust the General Fund and the Debt Services Funds to reflect the separate accounting of the ad valorem property taxes for the General Obligation (G.O.) bonds previously approved by voters and issued by the City.

Budget Impact:

The impact on the General Fund, the 2008 PIP Fund, and both of the Debt Service Funds budgets is provided as a supplement to this memorandum.

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

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 08-001

DATE October 1, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
358-4110-54-1457	187 - Const	Flat Creek Bridge Ramps		267,000
358-6110-54-1240	204 - Const	Battery Way Boat Docks		150,000
358-00-39-3310	xxx	Bricks & Mortar Loan Proceeds		417,000

TOTAL \$ - \$ 834,000

To adjust the 2008 budget for items included that were also included in the 2007 budget via a budget amendment in July 2007 associated with the 2007 Bricks & Mortar loan.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 08-002

DATE October 1, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
358-3210-54-2250	xxx	Police Vehicles	185,300	
358-00-39-3310	xxx	Loan Proceeds	185,300	
100-1505-61-1358	xxx	Transfer to Debt Service Fund	48,520	
100-3210-57-9100	xxx	Police Contingency		36,390
100-00-38-9025	xxx	Surplus Carryover	12,130	
400-00-39-1110	xxx	Transfer from General Fund	48,250	
400-8000-58-1297	xxx	2008 Police Vehicles Debt Service	48,250	

TOTAL \$ 527,750 \$ 36,390

To add four additional police vehicles to the PIP Fund for the three new personnel approved in the 2008 budget and for a 2003 vehicle totaled in 2007 that will be replaced with the 2008 order; and transfer funds from the General Fund PIP Contingency to the Debt Service Fund that was budgeted for the debt service on these additional vehicles.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 08-003

DATE October 1, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-61-1400	xxx	Operating Transfer to DS 400		605,643
100-00-31-1100	xxx	Real Property Taxes		605,643
400-00-39-1110	xxx	Operating Transf from GF 100		605,643
400-00-8000-58-1151	xxx	2003 G.O. Bonds Principal		380,000
400-8000-58-1170	xxx	2002 G.O. Bonds Principal		120,000
400-8000-58-4151	xxx	2003 G.O. Bonds Interest		61,288
400-8000-58-4170	xxx	2002 G.O. Bonds Interest		44,355
410-00-31-1100	xxx	Real Property Taxes	605,643	
410-8000-58-1151	xxx	2003 G.O. Bonds Principal	380,000	
410-8000-58-1170	xxx	2002 G.O. Bonds Principal	120,000	
410-8000-58-4151	xxx	2003 G.O. Bonds Interest	61,288	
410-8000-58-4170	xxx	2002 G.O. Bonds Interest	44,355	

TOTAL **\$ 1,211,286** **\$ 2,422,572**

To amend 2008 budget to recognize ad valorem taxes collected directly for general obligation debt service rather than through the General Fund and a transfer to the Debt Service Fund for the 2002 debt issue for the Airport and the 2003 refunding debt issue. Also, to move the budget from the General Debt Service Fund to a G.O. Debt Service Fund in order to better track the taxes revenues against the bond principal and interest expenditures for bonds.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 08-004

DATE October 1, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-61-1410	xxx	Operating Transfer to DS 400		406,571
100-00-31-1100	xxx	Real Property Taxes		406,571
410-00-31-1100	xxx	Real Property Taxes	406,571	
410-00-39-1110	xxx	Transfer from General Fund 100		406,571

TOTAL \$ 406,571 \$ 1,219,713

To amend 2008 budget to recognize ad valorem taxes collected directly for general obligation debt service rather than through the General Fund and a transfer to the Debt Service Fund for the 2004 Library Debt issue.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2008

October 1, 2007

General Fund (100)

Budgeted Revenue and Expenditures before amendments	\$ 28,361,771
Budget Amendments:	
Additional Police Vehicle Debt Service	12,130
Property Taxes to Debt Service Fund 410 (Airport & Refunding)	(605,643)
Property Taxes to Debt Service Fund 410 (Library)	(406,571)
Budgeted Revenue and Expenditures after amendments	<u>\$ 27,361,687</u>

2008 PIP Fund (358)

Budgeted Revenue and Expenditures before amendments	\$ 1,998,452
Budget Amendments:	
Flat Creek Bridge Ramps	(267,000)
Battery Boat Docks	(150,000)
Additional Police Vehicles	185,300
Budgeted Revenue and Expenditures after amendments	<u>\$ 1,766,752</u>

Debt Service Fund (400)

Budgeted Revenue and Expenditures before amendments	\$ 3,004,779
Budget Amendments:	
Additional Police Vehicles (3 new, 1 replacement)	48,250
G.O. Debt to Fund 410	(605,643)
Budgeted Revenue and Expenditures after amendments	<u>\$ 2,447,386</u>

G.O. Debt Service Fund (410)

Budgeted Revenue and Expenditures before amendments	\$ 406,571
Budget Amendments:	
G.O. Debt from Fund 400	605,643
Budgeted Revenue and Expenditures after amendments	<u>\$ 1,012,214</u>

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: September 24, 2007

SUBJECT: Alcohol License – Change in Licensee and License Representative –
The Red Room & The Red Room @ The Fred
October 4, 2007, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a change in the alcohol license.

Discussion:

The Red Room, a restaurant/bar located at 273 Commerce Drive, has submitted a request for a change in the alcohol license. The Red Room also holds the alcohol license for The Frederick Brown, Jr., Amphitheater at 206 McIntosh Trail. Mr. James R. Gagarin had requested he be appointed as the Licensee and License Representative on both licenses. He will attend the meeting on Thursday, October 4th, to answer any questions you may have.

Budgetary Impact:

The change will have no impact on the budget.

BT:pd

Attachments



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

Application For Alcoholic Beverage License

Business Name: The Red Room, LLC		Business Location: Westpark		
Nature of Business: Tavern		Mailing Address: 273 Commerce Drive		Business Phone Number: 4045422258
Name of Licensee: James Ramsey Gagarin		Home Address: 309 Newfield Way		Home Phone Number: 7704868111
Name of License Representative: James Ramsey Gagarin		Home Address: 309 Newfield Way		Home Phone Number: 7704868111
Please indicate type of licenses applying for:				
Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
☒	Malt Beverage	☐	Malt Beverage	☐
☒	Wine	☐	Wine	☐
☒	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:
James Ramsey Gagarin		309 Newfield Way		7704868111 4045422258
The Red Room, LLC		273 Commerce Dr.		6783641700
Susan M. Brown, Esq.		Registered Agent 525 Clubhouse Dr.		770631-3001 678662-1790
Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO				
If YES, Please Provide Name of Employee: _____				

Application For Alcoholic Beverage License

Business Name: THE RED ROOM, LLC	Business Location: 206 MCINTOSH TRAIL	
Nature of Business: CONCESSIONS	Mailing Address: 309 NEWFIELD WAY	Business Phone Number: 404 542 2258
Name of Licensee: JAMES RAMSEY GAGARIN	Home Address: 309 NEWFIELD WAY	Home Phone Number: 770 486 8111
Name of License Representative: JAMES RAMSEY GAGARIN	Home Address: 309 NEWFIELD WAY	Home Phone Number: 770 486 8111

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:
JAMES RAMSEY GAGARIN	309 NEWFIELD WAY	770 486 8111 404 542 2258
THE RED ROOM LLC	273 COMMENCE DR	678-364-1700
SUSAN M. BROWN, ESQ	REGISTERED AGENT 525 CLUBHOUSE PR.	770 631-3001 678-662-1790

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

If YES, Please Provide Name of Employee: _____

State of Georgia

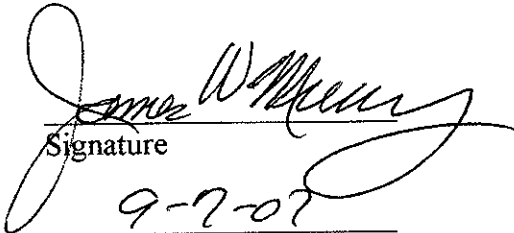
City of Peachtree City:

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

James Ramsey Gagarin
Name

309 Newfield Way Peachtree City, GA 30269
Address

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


Signature

9-7-07
Date

Major R. M. Dubois
Witness

The Red Room, LLC
206 McIntosh Trail Peachtree City, GA 30269

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: September 28, 2007

SUBJECT: Alcohol License – Change in License Representative – Ted's
Montana Grill
October 4, 2007, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a change in the alcohol license.

Discussion:

Ted's Montana Grill, a restaurant located at 314 City Circle, Suite 1320, has submitted a request for a change in the alcohol license. Mr. Steven D. Flynn has requested he be appointed as the License Representative. He will attend the meeting on Thursday, October 4th, to answer any questions you may have.

Budgetary Impact:

The change will have no impact on the budget.

BT:pd

Attachments

Application For Alcoholic Beverage License

Business Name: Ted's Mongana Grill	Business Location: 314 City Circle Ste 1320 Peachtree City GA 30269	
Nature of Business: Restaurant	Mailing Address: 133 Luckie St Atlanta GA 30303	Business Phone Number: 678-829-0272
Name of Licensee: George W McKerrow Jr	Home Address: 1320 Monte Carlo Rd Atlanta GA 30327	Home Phone Number: 404-266-1344
Name of License Representative: Steven D Flynn	Home Address: 110 Glenedge Dr Newnan GA 30265	Home Phone Number: 678-862-6006

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:
Trig Restaurants LLC	133 Luckie St Atlanta GA 30303	404-266-1344
Susan Alvarez (CFO)	2336 Armand Rd Atlanta GA 30324	404-233-7645
		404-266-1344

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

YES, Please Provide Name of Employee: _____

State of Georgia

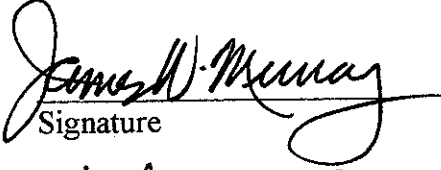
City of Peachtree City:

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

Steven D. Flynn
Name

110 Glenridge Drive Newnan, GA 30265
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 narcotics or drugs within five (5) years prior to the date of the application for this license.


Signature
Sept 28, 2007
Date

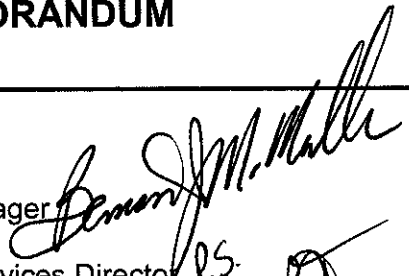

Witness

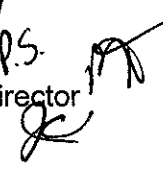
The Red Room, LLC
206 McIntosh Trail Peachtree City, GA 30269

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Paul J. Salvatore, Financial Services Director P.S. 
Ann E. Tyler, Acting Administrative Services Director
Janet I. Camburn, Assistant Finance Director

DATE: September 22, 2007

SUBJECT: Resolution and Modification of Social Security Agreement with the
Employees' Retirement System of Georgia

October 4, 2007 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached Resolution and Modification to the City's Social Security Agreement with the Employees' Retirement System of Georgia, effective January 1, 2007, and authorize the Mayor to sign the documents.

Discussion:

Every two years the City of Peachtree City enters into a contract with Fayette County for the purpose of conducting a Municipal Election for the City. That agreement has required the County to hire and train poll workers on the City's behalf. The City then directly pays the poll workers upon the completion of the election and any run-off election. Due to the City's Social Security Agreement with the Employees' Retirement System of Georgia, any poll worker making more than \$100 is subject to FICA, Medicare, Federal, and State withholding taxes. Since most make that much or more, the City has been required to process these payments through the payroll system, deducting Federal and State withholding taxes, if applicable, and FICA and Medicare taxes. The City has also been required to match the deductions for the FICA and Medicare taxes and issue a W-2 form to the poll worker at the end of the calendar year.

Upon investigation with the State, it has been determined that the threshold for earnings subject to these taxes can be raised to \$1,300. In all cases, this would allow the City to process poll workers payments through the regular disbursement system, rather than the payroll system. No taxes would need to be deducted from this small amount of earnings of poll workers and no City match for FICA and Medicare would be required, nor would the City be required to issue a W-2 to these workers.

It is City Staff's recommendation that the Resolution and Modification to the City's Social Security Agreement with the Employees' Retirement System of Georgia be approved effective January 1, 2007.

Budget Impact:

The impact on the City's General Fund is minimal and may result in a maximum savings for the FICA/Medicare match of \$2,295 in fiscal year 2008.

If you have any questions, please do not hesitate to contact Paul, Betsy, or Janet.

Thank you for your attention to this matter.

Attachments

JIC/ELECTION WORKERS 10-4-2007

RESOLUTION

GEORGIA, CITY OF PEACHTREE CITY

WHEREAS, officials of the CITY OF PEACHTREE CITY, did enter into a Plan and Agreement with the Employees' Retirement System of Georgia for extending to its employees the insurance system established by Title II of the Social Security Act, and

WHEREAS, the original agreement did include the services of election officials and election workers.

WHEREAS, it is at this time the desire of the CITY OF PEACHTREE CITY, to exclude the services performed by election officials or election workers for each calendar year prior in which the remuneration paid for such services is less than \$1,300.00, and for each year after 2006 in which the remuneration paid is less than the adjusted amount, as described below, beginning with services performed in the year that this modification was mailed or delivered by other means to the Commissioner.

The \$1,300 limit on the excludable amount of remuneration paid in a calendar year for the services specified in this modification will be subject to adjustment for calendar years after 2006 to reflect changes in wages in the economy without any further modification of the agreement, with respect to such services performed during such calendar years, in accordance with Section 218(c)(8)(B) of the Social Security Act.

NOW, therefore, be it resolved, that the contract approved and accepted by the Employees' Retirement System of Georgia on June 1, 1972 be and it is hereby, amended to exclude the above services effective January 1, 2007.

BE IT FURTHER RESOLVED that this amendment shall be effective as of
January 1, 2007.

City of Peachtree City, Georgia

ATTEST:

City Clerk

BY: _____
Mayor

GEORGIA, Peachtree City

I do hereby certify that I am _____ of Peachtree City, Georgia, and that the above and foregoing is a true and correct copy of a Resolution adopted by said City Council officials at a meeting held on the ____ day of _____, 2007, and which appears on record in the office of the City Council located in Peachtree City, Georgia.

This ____ day of _____, 2007.

City Clerk

MODIFICATION

MODIFICATION TO STATE OF GEORGIA, THE CITY OF PEACHTREE CITY, SOCIAL SECURITY AGREEMENT

The State of Georgia, acting through its representative designated to administer its responsibilities, the Employees' Retirement System of Georgia, under the agreement approved **June 1, 1972**, between the State Agency and officials of The **City of Peachtree City**, Georgia, hereby accept the exclusion of services of employees in election official and election worker positions who earn less than \$1,300.00 in a calendar year under said agreement and for each year after 2007 in which the remuneration paid is less than the adjusted amount and acknowledge full applicability of said agreement to the following:

The purpose of this modification is to amend the Plan and Agreement approved **June 1, 1972** to exclude therefrom the services of employees in election officials and election worker positions who earn less than \$1300.00 in a calendar year and for each year after 2006 in which the remuneration paid is less than the adjusted amount effective **January 1, 2007**.

Approved for the **City of Peachtree City**, Georgia, this ____ day of _____, 2007.

By: _____
Mayor

Approved for the State of Georgia, this ____ day of _____.

Michael J. Nehf, Director
Employees' Retirement System of Georgia

EMPLOYEES' RETIREMENT SYSTEM OF GEORGIA

Two Northside 75, Suite 300, Atlanta, GA 30318-7701 (404) 350-6300 (800) 805-4609 www.ersga.org

August 28, 2007

Janet I. Camburn
Assistant Finance Director
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Ms. Camburn:

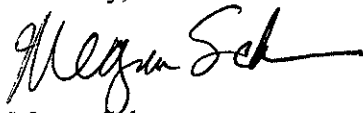
This is in response to your inquiry on how the City of Peachtree City, Georgia can exclude election official and election worker positions (poll workers) who earn less than \$1,300 for the calendar year beginning January 1, 2007 from being covered by social security.

The City of Peachtree City maintains social security coverage for its employees through a contracted agreement (enclosed) with the Employees' Retirement System of Georgia who in turn contracts with the Social Security Administration. A modification would need to be executed on the contract to increase the threshold (from \$100 to \$1,300) of the above mentioned positions. We are enclosing two documents to be completed and returned to this office:

1. Resolution authorizing the exclusion of election official and election poll worker positions
2. Modification to the City of Peachtree City original Plan and Agreement

Once the election officials and election workers have been officially excluded from coverage for the City of Peachtree City, we will notify you and provide an approved and signed copy of the Modification. Please call me at 404-603-5615 with any questions you may have concerning this matter.

Sincerely,



Megan Schaum
Social Security Coordinator
Employees Retirement System of Georgia

/ms
enclosures

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Benjamin J. Muller*
Developmental Services Director *David*

FROM: City Engineer *David A. Borowski*

DATE: September 28, 2007

SUBJECT: Peninsula Area Traffic Update
October 4th 2007 City Council Meeting

Since the presentation from the Peninsula Subdivision home owners City Staff has contracted with A&R Engineering to perform traffic studies at Tinsley Mill, Loring Lane, and Peninsula Drive on North Peachtree Parkway. The traffic counts are complete and the analysis should be done in two weeks. The focus of the studies is to see if multi-way stop signs or signal are warranted with the current traffic.

The City Engineer has also completed the draft of the multi-use path signage policy. The policy must be reviewed by staff. Once this path signage policy is finalized the next phase of this project will be to sign a path crossing to see how it looks and make any necessary adjustments to the policy based on field inspection. The proposed plan is to start with the boat dock crossing on Peachtree Parkway.

Staff also investigated the possibility of building a pedestrian bridge to connect the Peninsula to the boat dock area (See attached map). There is a sewer force main that runs parallel to the road and would be an obstruction to the construction of the bridge. The bridge would then have to be offset and span about 240 ft of water from Lake Kedron. The City's typical truss type pedestrian bridge will span about 200 ft to 250 ft in a single span. Any longer and you are getting into a more specialized type bridge, and more cost. The City's last project was a 210 ft span and it cost approximately \$521,000 for fabrication and assembly of the bridge and abutment construction.

Lastly, more elevation shots must be taken around the area of the boat docks and path to see if a tunnel under Peachtree Parkway would be a practical concept to pursue. This is scheduled for the week of October 1st.

Attachments (Draft Path Signage Policy, MUTCD excerpts, and map)

cc: City Engineer's File
Public Services Director
City Manager

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: City Manager

VIA: Police Chief
Public Services Director
City Planner/Developmental Services Director

FROM: City Engineer

DATE: September 22, 2007

SUBJECT: Policy on multi-use path signage

DRAFT

Recommendation:

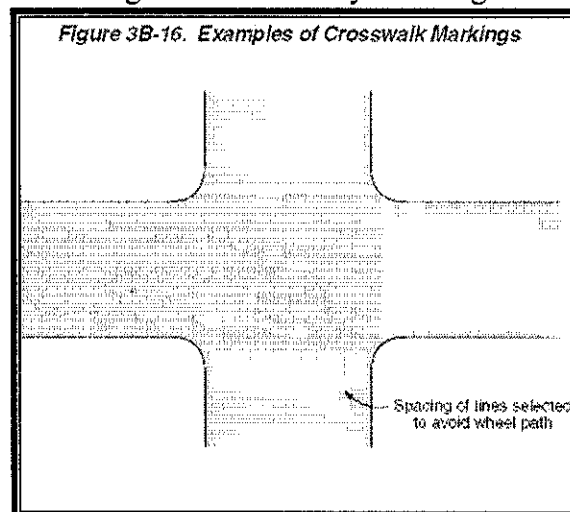
Staff recommends that the City follow this policy for signage on all new cart path crossings and begin using this policy for retrofitting existing crossings. This policy does **not** include school zones. Paths in school zones should be marked according to standards in Part 7 of the Manual on Uniform Traffic Control Devices (MUTCD).

Discussion:

Given the fact that the multi-use path system in Peachtree City is an extension of the highway/road system, the paths must be signed as such and be in compliance with the MUTCD. Staff has been working with the Police Department and Public Works on the best method to properly sign multi-use path crossings. Based on our experience, our conversations with our consultant, and the standards in the MUTCD, staff has come up with the following policy for path crossings in Peachtree City:

Crossing Striping

All multi-use path crossings shall be striped with longitudinal lines 12 to 24 in. wide spaced 12 to 60 in. apart. The length of longitudinal lines shall be at least 8 ft long. The marking design should avoid the wheel paths. In addition, the marking shall also include 6 in. wide traverse lines that run across the entire length of the roadway. See Figure 3B-16 below for examples.



Signage and Pavement Markings

The signage and pavement markings for multi-use path crossings shall be in accordance with Figure 9B-7 of the most current MUTCD, and with the exceptions/revisions listed below.

Clarifications on Figure 9B-7

The signs to be excluded from Figure 9B-7 are:

- R5-3 (No Motor Vehicles); and
- D11-1/M7-5 (Bike Route).

The signs/markings to be revised from Figure 9-B-7 are:

- W11-1 shall be changed to a W11-11 (Golf Cart Symbol); and
- The bicycle pavement symbol shall be changed to the word "Path".



Sign Placement

The placement of signs on multi-use paths shall be in accordance with Figure 9B-1 of the most current MUTCD.

Distances and placement on the roadways will also have to be in accordance with Table 2C-4 of the most Current MUTCD.

Sign Size

The size of the signs on multi-use paths shall be in accordance with Table 9B-1 of the most current MUTCD.

Should the MUTCD be revised, this policy will have to be revisited.

Table 2C-4. Guidelines for Advance Placement of Warning Signs
(English Units)

Posted or 85th- Percentile Speed	Advance Placement Distance ¹								
	Condition A: Speed reduction and lane changing in heavy traffic ²	Condition B: Deceleration to the listed advisory speed (mph) for the condition ⁴							
		0 ³	10	20	30	40	50	60	70
20 mph	225 ft	N/A ⁵	N/A ⁵	—	—	—	—	—	—
25 mph	325 ft	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—	—
30 mph	450 ft	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—	—
35 mph	550 ft	N/A ⁵	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—
40 mph	650 ft	125 ft	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—	—
45 mph	750 ft	175 ft	125 ft	N/A ⁵	N/A ⁵	N/A ⁵	—	—	—
50 mph	850 ft	250 ft	200 ft	150 ft	100 ft	N/A ⁵	—	—	—
55 mph	950 ft	325 ft	275 ft	225 ft	175 ft	100 ft	N/A ⁵	—	—
60 mph	1100 ft	400 ft	350 ft	300 ft	250 ft	175 ft	N/A ⁵	—	—
65 mph	1200 ft	475 ft	425 ft	400 ft	350 ft	275 ft	175 ft	N/A ⁵	—
70 mph	1250 ft	550 ft	525 ft	500 ft	425 ft	350 ft	250 ft	150 ft	—
75 mph	1350 ft	650 ft	625 ft	600 ft	525 ft	450 ft	350 ft	250 ft	100 ft

Notes:

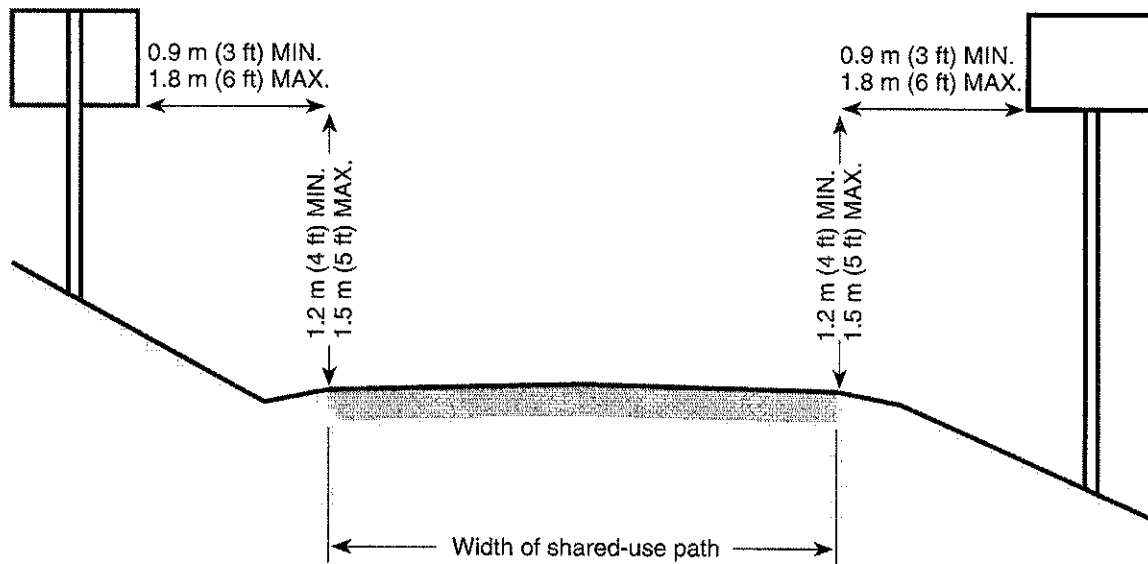
¹ The distances are adjusted for a sign legibility distance of 175 ft for Condition A. The distances for Condition B have been adjusted for a sign legibility distance of 250 ft, which is appropriate for an alignment warning symbol sign.

² Typical conditions are locations where the road user must use extra time to adjust speed and change lanes in heavy traffic because of a complex driving situation. Typical signs are Merge and Right Lane Ends. The distances are determined by providing the driver a PIEV time of 14.0 to 14.5 seconds for vehicle maneuvers (2001 AASHTO Policy, Exhibit 3-3, Decision Sight Distance, Avoidance Maneuver E) minus the legibility distance of 175 ft for the appropriate sign.

³ Typical condition is the warning of a potential stop situation. Typical signs are Stop Ahead, Yield Ahead, Signal Ahead, and Intersection Warning signs. The distances are based on the 2001 AASHTO Policy, Stopping Sight Distance, Exhibit 3-1, providing a PIEV time of 2.5 seconds, a deceleration rate of 11.2 ft/second², minus the sign legibility distance of 175 ft.

⁴ Typical conditions are locations where the road user must decrease speed to maneuver through the warned condition. Typical signs are Turn, Curve, Reverse Turn, or Reverse Curve. The distance is determined by providing a 2.5 second PIEV time, a vehicle deceleration rate of 10 ft/second², minus the sign legibility distance of 250 ft.

⁵ No suggested distances are provided for these speeds, as the placement location is dependent on site conditions and other signing to provide an adequate advance warning for the driver.

Figure 9B-1. Sign Placement on Shared-Use Paths

When placement of STOP or YIELD signs is considered, priority at a shared-use path/roadway intersection should be assigned with consideration of the following:

- A. Relative speeds of shared-use path and roadway users;
- B. Relative volumes of shared-use path and roadway traffic; and
- C. Relative importance of shared-use path and roadway.

Speed should not be the sole factor used to determine priority, as it is sometimes appropriate to give priority to a high-volume shared-use path crossing a low-volume street, or to a regional shared-use path crossing a minor collector street.

When priority is assigned, the least restrictive control that is appropriate should be placed on the lower priority approaches. STOP signs should not be used where YIELD signs would be acceptable.

Section 9B.04 Bicycle Lane Signs (R3-17, R3-17a, R3-17b)

Standard:

The BIKE LANE (R3-17) sign (see Figure 9B-2) shall be used only in conjunction with marked bicycle lanes as described in Section 9C.04, and shall be placed at periodic intervals along the bicycle lanes.

Guidance:

The BIKE LANE (R3-17) sign spacing should be determined by engineering judgment based on prevailing speed of bicycle and other traffic, block length, distances from adjacent intersections, and other considerations.

The AHEAD (R3-17a) sign (see Figure 9B-2) should be mounted directly below a R3-17 sign in advance of the beginning of a marked bicycle lane.

The ENDS (R3-17b) sign (see Figure 9B-2) should be mounted directly below a R3-17 sign at the end of a marked bicycle lane.

Section 9B.05 BEGIN RIGHT TURN LANE YIELD TO BIKES Sign (R4-4)

Option:

Where motor vehicles entering an exclusive right-turn lane must weave across bicycle traffic in bicycle lanes, the BEGIN RIGHT TURN LANE YIELD TO BIKES (R4-4) sign (see Figure 9B-2) may be used to inform both the motorist and the bicyclist of this weaving maneuver.

Guidance:

The R4-4 sign should not be used when bicyclists need to move left because of a right-turn lane drop situation.

Table 9B-1. Minimum Sign Sizes for Bicycle Facilities (Sheet 2 of 2)

Sign	MUTCD Code	Minimum Sign Size - mm (in)	
		Shared-Use Path	Roadway
Hill	W7-5	450 x 450 (18 x 18)	600 x 600 (24 x 24)
Bump or Dip	W8-1,2	450 x 450 (18 x 18)	600 x 600 (24 x 24)
Bicycle Surface Condition	W8-10	450 x 450 (18 x 18)	600 x 600 (24 x 24)
Bicycle Surface Condition Plaque	W8-10p	300 x 225 (12 x 9)	300 x 225 (12 x 9)
Advance Grade Crossing	W10-1	375 Dia. (15 Dia.)	375 Dia. (15 Dia.)
Bicycle Warning	W11-1	450 x 450 (18 x 18)	600 x 600 (24 x 24)
Pedestrian Crossing	W11-2	450 x 450 (18 x 18)	600 x 600 (24 x 24)
Low Clearance	W12-2	450 x 450 (18 x 18)	750 x 750 (30 x 30)
Playground	W15-1	450 x 450 (18 x 18)	600 x 600 (24 x 24)
Share the Road Plaque	W16-1	—	450 x 600 (18 x 24)
Diagonal Arrow Plaque	W16-7p	—	600 x 300 (24 x 12)
Bicycle Guide	D1-1b	600 x 150 (24 x 6)	600 x 150 (24 x 6)
Street Name	D1-1c	450 x 150 (18 x 6)	450 x 150 (18 x 6)
Bicycle Parking	D4-3	300 x 450 (12 x 18)	300 x 450 (12 x 18)
Bike Route	D11-1	600 x 450 (24 x 18)	600 x 450 (24 x 18)
Bicycle Route Sign	M1-8	300 x 450 (12 x 18)	300 x 450 (12 x 18)
Interstate Bicycle Route Sign	M1-9	450 x 600 (18 x 24)	450 x 600 (18 x 24)
Bicycle Route Supplemental Plaques	M4-11,12,13	300 x 100 (12 x 4)	300 x 100 (12 x 4)
Route Sign Supplemental Plaques	M7-1,2,3,4,5,6,7	300 x 225 (12 x 9)	300 x 225 (12 x 9)

POSITION PAPER

Proposed Rezoning
Stephens Tract (25.356 acres), SR 74 South
City Planner/ Zoning Administrator
September 27, 2007

David

Situation:

Mrs. Cathryn Redwine Stephens owns two tracts of land on SR 74 South across from the Wilshire Pavilion retail center. Rockaway Road bisects the combined 123.871-acre parcel, 102.751 acres are zoned GI General Industrial and designated as SFM single-family medium density on the city's Land Use Map, 21.12 acres were rezoned to GC General Commercial in September 2007 to accommodate a retail and commercial development adjacent to SR 74. The transfer of ownership of the 21.12 acres is believed to be in progress. The overall property contains approximately 45.45 acres of developable property and 78.42 acres of floodplain.

Dominion Partners, LLC has the remaining portion of the developable acreage, or approximately 25.326 acres, under contract and desires to rezone the property from GI General Industrial to LUC Limited Use Commercial. The purpose of this rezoning would be to develop a 376-unit campus-style senior residential community.

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

Facts:

1. The property known to us as the Stephens tract is 123.871 acres in area with 102.751 acres currently zoned GI General Industrial. The owner of the 102.751 acres is Mrs. Cathryn Redwine Stephens, who has owned the property for many years.
2. The Stephens tract adjoins the floodplain associated with Flat Creek to the north (zoned GI General Industrial), a similar floodplain in Coweta County to the west (zoned AG Agricultural), and the city's recycling center and Meade Field complex to the south (both of which are zoned OS Open Space).
3. Council approved the Land Use designation of the 21.12-acre tract of the Stephens tract to COM Commercial on September 6, 2007.
4. The city's Land Use Plan designates the remainder of the Stephens tract as SFM single-family medium density.
5. Dominion Partners, LLC has 25.356 acres of the overall Stephens tract under contract and desires to rezone the property to accommodate a campus-style senior residential community. The overall development would encompass a 19.027-acre tract on the west side of Rockaway Road and a 6.329-acre tract on the east side of Rockaway Road.

Stephens Tract (25.356 acres)

September 27, 2007

Page 2

6. The Applicant has provided a schematic site plan identifying internal circulation and potential building layouts. The overall plan includes a multi-story building that would contain apartments, assisted living and memory care residential units; freestanding condominium and villa buildings; parking, service areas and internal circulation. The site plan also identifies a future expansion of the multi-story building that would include a skilled nursing center.
7. Ancillary uses within the main building would include, but would not be limited to, a beauty salon, barber shop, branch bank, gift shop and dining facilities.
8. The Applicant has indicated the entire development would be restricted to housing for older persons as identified by the Fair Housing Act, and that the development shall be intended and operated for occupancy by persons 55 years of age or older.
9. The Applicant is requesting that the 25.536-acre tract be rezoned to LUC Limited Use Commercial to accommodate the proposed development, which would include no more than 376 residential units.
10. The proposed development would be limited to no more than one full-turning intersection on Rockaway Road, which would provide access to both the 19.027-acre and the 6.329-acre tracts at one location.
11. The proposed development would include an access into the proposed commercial development adjacent to SR 74 being proposed by Columbia Properties.
12. The proposed development would include a tunnel underneath Rockaway Road to interconnect both tracts and to provide a connection to the proposed multi-use path network connecting development on the Stephens tract to Meade Field and to the SR 74 South tunnel (proposed).
13. The exterior building materials and color selections would be similar to those identified within the Wilshire Pavilion Design Guidelines, which would help to create a cohesive development on both sides of SR 74.
14. At their meeting on September 10, 2007, the Planning Commission voted unanimously to recommend that the proposed rezoning be approved subject to the conditions identified by Staff and the ordinance as amended (Attachment "B").

Recommendation:

Through the years, the city has reviewed a number of rezoning requests for the Stephens tract, ranging in uses from residential to retail and commercial. Most recently, a significant retail complex was proposed that would have created the largest retail development in the city. At that time, Staff felt the retail and commercial component should be restricted to the frontage adjacent to SR 74 and should not be any larger than the existing retail development across SR 74.

Stephens Tract (25.356 acres)

September 27, 2007

Page 3

To complement the retail and commercial area being proposed by Columbia Properties, Dominion Partners has developed a schematic site plan for a senior residential community on the remainder of the Stephens tract. The schematic site plan has been designed to preserve the majority of the specimen trees on the property. There would be no disturbance to any of the existing vegetation within the floodplain adjacent to this site. Staff feels this development would be an asset to the community and provide housing options not currently found within the community for our senior population.

The Applicant is requesting that a combined 25.356-acre tract of land be rezoned to LUC Limited Use Commercial to accommodate the development of a 376-unit senior living community. The Applicant has presented a schematic layout of the overall development, and it is understood this plan may change once detail engineering plans are prepared. Rezoning the property as requested would not include approval of the schematic site plan, as this would need to go through the formal site plan review process and then be reviewed and approved by the Planning Commission.

Staff recommends that the rezoning of 25.356 acres of the Stephens tract be forwarded to City Council with a recommendation that it be approved, and that the recommendation be subject to the following understandings and conditions:

1. There shall be no more than 376 units within the overall development. The schematic site plan submitted as a part of the rezoning request is illustrative only. The Applicant shall prepare a detailed conceptual site plan, which must be approved by the Planning Commission as a part of the established review and approval process. It is understood the general layout of the buildings, parking and internal circulation may change once final engineering documents are prepared.
2. The Applicant shall coordinate with City Staff to determine an appropriate location for a multi-use tunnel underneath Rockaway Road and associated multi-use path connections. These amenities shall be designed and constructed by the Applicant at no cost to the city.
3. The Applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of this development.
4. The Applicant shall coordinate with the Peachtree City Building, Fire and Police Departments to ensure their understanding of the proposed development, internal circulation routes, emergency response, building design and life safety issues.
5. Existing vegetation within all tree save and landscape buffers shall be preserved to the greatest extent practicable prior to, during and following construction activities.
6. The exterior building materials and color selection of all buildings shall be similar to those identified within the Architectural Guidelines adopted for the Wilshire Pavilion

Stephens Tract (25.356 acres)

September 27, 2007

Page 4

retail development. Additionally, each building shall follow the city's design guidelines ordinance.

7. The maintenance of all internal parks, landscaped areas and signage shall be the sole responsibility of the developer and/ or the Homeowner's Association.
8. A subdivision plat for the 25.356-acre tract must be submitted to City Staff for review and approval prior to recording this document with the Fayette County Tax Assessor. The plat must be recorded prior to approval of the final site plan for the development.
9. The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance.
10. At the Applicant's request, the property and units constructed thereon shall be restricted to housing for older persons as defined in 42 U.S.C. § 3607. Said development shall be intended and operated for occupancy by persons 55 years of age or older. The City shall publish and adhere to policies and procedures that demonstrate the intent required under this provision. In addition, the developer and its successors and assigns shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, which shall provide for verification by affidavit with photo identification listing each resident's date of birth and include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of this Paragraph 18.
11. The Land Use designation of this portion of the Stephens tract shall be changed to MF Multi-family.
12. A statement addressing the proximity of the development to the Peachtree City - Falcon Field Airport shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Airport Authority, and the developer. This statement shall appear on the final plat and in the Covenants and Deed Restrictions for the overall development.
13. A statement addressing the proximity of the development to the Meade Field recreation complex shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Recreation Commission, and the developer. This statement shall appear on the final plat and in the Covenants and Deed Restrictions for the overall development.

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

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:
Approximately 26 acres of real property along and south of Georgia Highway 74 – See attached plat/survey

This property is presently zoned: **General Industrial**

The proposed zoning classification is: **Limited Use Commercial**

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

Signature: John Gorecki

Owner: (print) Catherine Stephens

Agent: (print) Dominion Partners, LLC- John Gorecki, Principal

Address: 2700 Corporate Drive, Suite 125, Birmingham, Alabama 35242

Phone: 205-776-6073 Date: 8/3/07

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

Signature: David E. Rant

Title: City Planner / Zoning Administrator

Date: 08-07-07

Request Number: 2007-09

Date of Planning Commission Public Hearing: August 27, 2007

Date of City Council Public Hearing: September 6, 2007

RECEIVED AUG 9 2007

Attachment "A"

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “A”

- A. Three full size copies are attached.

PLAT FOR REZONING: GI TO LUC

PROPOSED ROAD

N/F
DOROTHY BLACK

N/F
CATRYN REDWINE STEPHENS

LL. 29
LL. 30

TREE COUNT

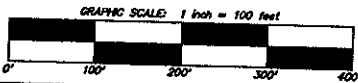
BURCH	1
DOGWOOD	1
OAK	15
MAPLE	10
SWEETGUM	102
TOTAL	171

TREE LEGEND

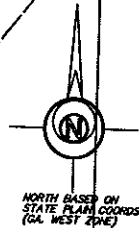
B = BURCH
DW = DOGWOOD
HCK = HICKORY
M = MAPLE
P = PINE
SG = SWEETGUM
TX = TWIN

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP, Community No. 130028 0000 D
Dated: MARCH 16, 1996

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



19.027 ACRES



"NOT FOR RECORDING"

THE BOUNDARY DATA WAS TAKEN FROM A PREVIOUS SURVEY BY THE OFFICE FOR CATRYN REDWINE STEPHENS DATED 12/11/99. NO UPDATED BOUNDARY SURVEY WAS DONE IN THE PREPARATION OF THIS OF THIS PLAT.

CURVE TABLE

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	31642.26'	00°47'26"	436.61'	436.61'	218.31'	S 36°40'53" W

W.D. Gray and Associates, Inc.

land surveyors - planners

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

PREPARED FOR:

DOMINION PARTNERS, LLC

LAND LOTS 29 & 30	DATE OF SURVEY: 11/29/06
6th DISTRICT	DATE OF DRAWING: 07/25/07
FAYETTE COUNTY, GA.	REF.
SCALE: 1" = 100'	JOB NO. 991221

PLAT FOR REZONING: GI TO LUC

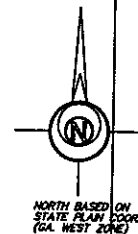
CURVE TABLE

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	31722.26'	00°40'33"	374.24'	374.23'	107.12'	N 35°49'41" E

TREE COUNT	
OAK	19
PIKE	1
SHEETGUM	1
TOTAL	21

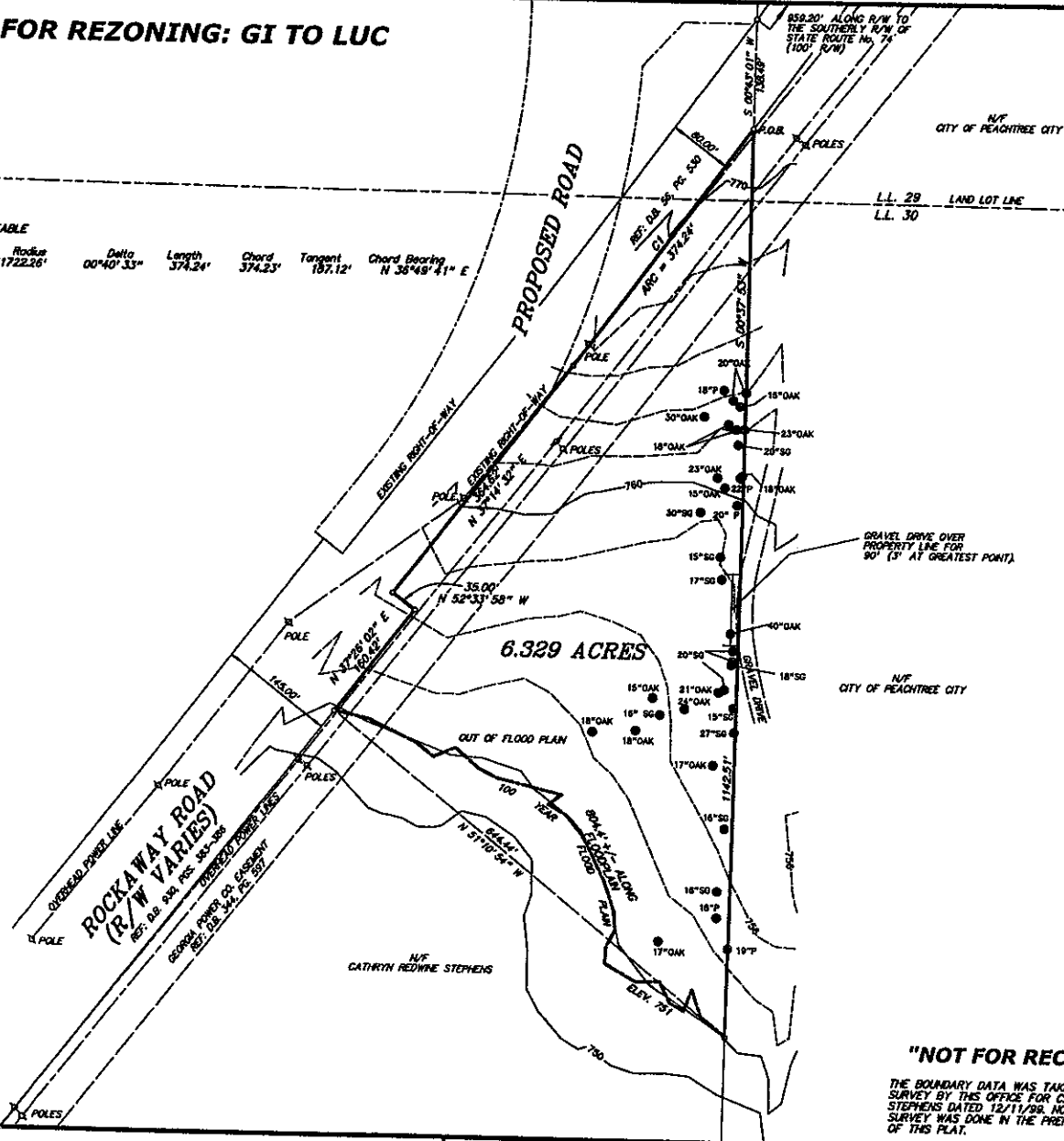
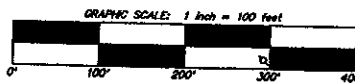
TREE LEGEND

B = BIRCH
 DW = DOGWOOD
 HCK = HACKBERRY
 M = MAPLE
 P = PINE
 SG = SHEETGUM
 TX = TWIN



In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP. Community No.: 130078 0090 D Dated: MARCH 18, 1998

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



"NOT FOR RECORDING"

THE BOUNDARY DATA WAS TAKEN FROM A PREVIOUS SURVEY BY THIS OFFICE FOR CATHRYN REDWINE STEPHENS DATED 12/11/99. NO UPDATED BOUNDARY SURVEY WAS DONE IN THE PREPARATION OF THIS PLAT.

W.D. Gray and Associates, Inc.

land surveyors - planners

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

PREPARED FOR:

DOMINION PARTNERS, LLC

LAND LOTS 29 & 30	DATE OF SURVEY: 11/29/06
8th DISTRICT	DATE OF DRAWING: 07/25/07
FAYETTE COUNTY, GA.	REF.
SCALE: 1" = 100'	JOB NO. 991221

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “B”

B. Legal Description

See attached descriptions for the 19.027 +/- acre tract and the 6.329 +/- acre tract which are the tracts of property the applicant seeks to have rezoned.

LEGAL DESCRIPTION

19.027 Acres

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, commence at a point at the intersection of the southerly right-of-way of State Route No. 74 (100' right-of-way) and the easterly right-of-way of Rockaway Road (right-of-way varies); THENCE along the easterly right-of-way of Rockaway Road South 01 degrees 15 minutes 08 seconds West a distance of 68.91 feet to a point; THENCE along the northwesterly right-of-way of Rockaway Road the following courses and distances: South 35 degrees 51 minutes 08 seconds West a distance of 841.25 feet to a point; Thence along an arc of a curve to the left with a distance of 49.04 feet to a point (said arc being subtended by a chord South 36 degrees 14 minutes 30 seconds West a distance of 49.04 feet) to the **TRUE POINT OF BEGINNING**; THENCE continuing the northwesterly right-of-way of Rockaway Road the following courses and distances: along a curve to the right having a radius of 31,642.26 feet, a delta of 00 degrees 47 minutes 26 seconds, an arc length of 436.61 feet, and a chord which bears South 36 degrees 40 minutes 53 seconds West having a chord distance of 436.61 feet to a point on a line; THENCE South 37 degrees 14 minutes 32 seconds West a distance of 364.76 feet to a point; THENCE North 52 degrees 33 minutes 58 seconds West a distance of 30.00 feet to a point; THENCE South 37 degrees 26 minutes 02 seconds West a distance of 211.71 feet to a point; THENCE leaving the right-of-way of Rockaway Road and following the floodplain contour (elevation 752 feet) the following courses and distances: South 85 degrees 59 minutes 59 seconds West a distance of 17.65 feet to a point; THENCE South 81 degrees 54 minutes 54 seconds West a distance of 78.60 feet to a point; THENCE South 68 degrees 06 minutes 19 seconds West a distance of 47.17 feet to a point; THENCE South 81 degrees 01 minutes 56 seconds West a distance of 40.93 feet to a point; THENCE South 89 degrees 06 minutes 13 seconds West a distance of 40.07 feet to a point; THENCE South 86 degrees 23 minutes 29 seconds West a distance of 8.80 feet to a point; THENCE South 45 degrees 45 minutes 18 seconds West a distance of 44.43 feet to a point; THENCE North 55 degrees 48 minutes 11 seconds West a distance of 47.80 feet to a point; THENCE North 36 degrees 27 minutes 31 seconds West a distance of 38.56 feet to a point; THENCE North 37 degrees 00 minutes 25 seconds West a distance of 45.27 feet to a point; THENCE North 15 degrees 03 minutes 08 seconds West a distance of 48.73 feet to a point; THENCE North 12 degrees 08 minutes 56 seconds West a distance of 26.32 feet to a point; THENCE North 85 degrees 41 minutes 24 seconds East a distance of 45.50 feet to a point; THENCE North 19 degrees 11 minutes 12 seconds East a distance of 15.32 feet to a point; THENCE North 73 degrees 17 minutes 39 seconds West a distance of 44.81 feet to a point; THENCE North 74 degrees 45 minutes 56 seconds West a distance of 46.58 feet to a point; THENCE North 79 degrees 29 minutes 36 seconds West a distance of 17.86 feet to a point; THENCE North 81 degrees 29 minutes 27 seconds West a distance of 31.58 feet to a point; THENCE North 85 degrees 01 minutes 36 seconds West a distance of 29.08 feet to a point; THENCE North 09 degrees 00 minutes 06 seconds West a distance of 33.17 feet to a point; THENCE North 04 degrees 26 minutes 53 seconds West a distance of 59.07 feet to a point; THENCE North 10 degrees 08 minutes 05 seconds West a distance of 51.45 feet to a point; THENCE South 79 degrees 20 minutes 04 seconds West a distance of 14.28 feet to a point; THENCE South 04 degrees 40 minutes 21 seconds West a distance of 29.32 feet to

a point; THENCE South 66 degrees 23 minutes 52 seconds West a distance of 21.90 feet to a point; THENCE North 43 degrees 34 minutes 17 seconds West a distance of 29.38 feet to a point; THENCE North 41 degrees 56 minutes 01 seconds West a distance of 36.04 feet to a point; THENCE North 26 degrees 58 minutes 55 seconds West a distance of 29.41 feet to a point; THENCE North 19 degrees 08 minutes 04 seconds West a distance of 26.70 feet to a point; THENCE North 01 degrees 13 minutes 33 seconds East a distance of 29.21 feet to a point; THENCE North 02 degrees 13 minutes 32 seconds West a distance of 28.25 feet to a point; THENCE North 45 degrees 45 minutes 48 seconds West a distance of 38.16 feet to a point; THENCE North 42 degrees 25 minutes 19 seconds West a distance of 30.78 feet to a point; THENCE North 04 degrees 23 minutes 01 seconds West a distance of 30.82 feet to a point; THENCE North 07 degrees 06 minutes 17 seconds East a distance of 48.00 feet to a point; THENCE North 03 degrees 14 minutes 53 seconds West a distance of 58.66 feet to a point; THENCE North 20 degrees 50 minutes 55 seconds West a distance of 30.49 feet to a point; THENCE North 19 degrees 08 minutes 04 seconds West a distance of 28.80 feet to a point; THENCE North 13 degrees 07 minutes 01 seconds West a distance of 18.38 feet to a point; THENCE North 08 degrees 19 minutes 23 seconds East a distance of 28.01 feet to a point; THENCE North 32 degrees 33 minutes 18 seconds West a distance of 21.07 feet to a point; THENCE North 11 degrees 21 minutes 04 seconds West a distance of 36.93 feet to a point; THENCE North 34 degrees 04 minutes 20 seconds West a distance of 42.02 feet to a point; THENCE North 26 degrees 09 minutes 05 seconds West a distance of 46.32 feet to a point; THENCE North 26 degrees 59 minutes 22 seconds East a distance of 16.88 feet to a point; THENCE North 03 degrees 01 minutes 21 seconds West a distance of 17.84 feet to a point; THENCE North 86 degrees 47 minutes 33 seconds West a distance of 24.32 feet to a point; THENCE North 11 degrees 02 minutes 15 seconds East a distance of 49.49 feet to a point; THENCE North 01 degrees 18 minutes 50 seconds West a distance of 38.00 feet to a point; THENCE North 09 degrees 33 minutes 35 seconds West a distance of 19.30 feet to a point; THENCE leaving said floodplain North 85 degrees 30 minutes 07 seconds East a distance of 644.27 feet to a point; THENCE South 04 degrees 29 minutes 53 seconds East a distance of 285.72 feet to a point; THENCE North 85 degrees 30 minutes 07 seconds East a distance of 720.20 feet to a point which is the POINT OF BEGINNING, and containing feet or 19.027 acre(s) of land, more or less.

LEGAL DESCRIPTION

6.329 Acres

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, commence at a point at the intersection of the southerly right-of-way of State Route No. 74 (100' right-of-way) and the easterly right-of-way of Rockaway Road (right-of-way varies); THENCE along the easterly right-of-way of Rockaway Road South 01 degrees 15 minutes 08 seconds West a distance of 68.91 feet to a point; THENCE along the northwesterly right-of-way of Rockaway Road the following courses and distances: South 35 degrees 51 minutes 08 seconds West a distance of 841.25 feet to a point; Thence along an arc of a curve to the left with a distance of 49.04 feet to a point (said arc being subtended by a chord South 36 degrees 14 minutes 30 seconds West a distance of 49.04 feet) to a point; THENCE crossing the right-of-way of Rockaway Road South 00 degrees 43 minutes 01 seconds West a distance of 138.49 feet to a point on the southeasterly right-of-way of Rockaway Road and the **TRUE POINT OF BEGINNING**; THENCE leaving the right-of-way of Rockaway Road South 00 degrees 37 minutes 53 seconds West a distance of 1,142.51 feet to a point on the floodplain contour (elevation 751); THENCE along said floodplain contour the following courses and distances: North 39 degrees 03 minutes 45 seconds West a distance of 5.41 feet to a point; THENCE North 52 degrees 00 minutes 19 seconds West a distance of 35.38 feet to a point; THENCE North 19 degrees 11 minutes 24 seconds West a distance of 36.00 feet to a point; THENCE South 20 degrees 33 minutes 35 seconds West a distance of 28.94 feet to a point; THENCE North 60 degrees 59 minutes 12 seconds West a distance of 20.67 feet to a point; THENCE North 25 degrees 59 minutes 45 seconds West a distance of 29.66 feet to a point; THENCE South 87 degrees 48 minutes 02 seconds West a distance of 30.73 feet to a point; THENCE North 60 degrees 17 minutes 54 seconds West a distance of 46.32 feet to a point; THENCE North 02 degrees 46 minutes 51 seconds East a distance of 20.72 feet to a point; THENCE North 26 degrees 23 minutes 06 seconds East a distance of 24.18 feet to a point; THENCE North 04 degrees 15 minutes 51 seconds West a distance of 23.79 feet to a point; THENCE North 19 degrees 28 minutes 14 seconds West a distance of 37.97 feet to a point; THENCE North 26 degrees 11 minutes 10 seconds West a distance of 39.18 feet to a point; THENCE North 26 degrees 58 minutes 39 seconds West a distance of 33.76 feet to a point; THENCE North 43 degrees 40 minutes 10 seconds West a distance of 25.46 feet to a point; THENCE North 59 degrees 45 minutes 48 seconds West a distance of 27.42 feet to a point; THENCE North 53 degrees 18 minutes 21 seconds East a distance of 21.13 feet to a point; THENCE North 76 degrees 14 minutes 32 seconds West a distance of 83.55 feet to a point; THENCE North 63 degrees 55 minutes 16 seconds West a distance of 25.88 feet to a point; THENCE North 49 degrees 17 minutes 01 seconds West a distance of 39.42 feet to a point; THENCE South 67 degrees 05 minutes 08 seconds West a distance of 30.37 feet to a point; THENCE North 52 degrees 10 minutes 45 seconds West a distance of 27.53 feet to a point; THENCE North 64 degrees 06 minutes 34 seconds West a distance of 67.38 feet to a point; THENCE North 77 degrees 48 minutes 02 seconds West a distance of 43.57 feet to a point on the southeasterly right-of-way of Rockaway Road; THENCE along said right-of-way the following courses and distances: North 37 degrees 26 minutes 02 seconds East a distance of 160.42 feet to a point;

THENCE North 52 degrees 33 minutes 58 seconds West a distance of 35.00 feet to a point;
THENCE North 37 degrees 14 minutes 32 seconds East a distance of 364.62 feet to a point on a
curve; THENCE along a curve to the left having a radius of 31,722.26 feet, a delta of 00 degrees 40
minutes 33 seconds, an arc length of 374.24 feet, and a chord which bears North 36 degrees 49
minutes 41 seconds East having a chord distance of 374.23 feet to a point which is the POINT OF
BEGINNING, and containing 6.329 acre(s) of land, more or less.

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “C”

C. Statement of Reasons for the Proposed Rezoning.

Dominion Partners, LLC develops and operates campus style senior residential communities with a special emphasis on a continuum of healthcare and multiple lifestyle choices. Similar Dominion developments operate under the Somerby® tradename. The proposed development would be called Somerby of Peachtree City. Somerby of Peachtree City will be a first class development similar to the Somerby of Alpharetta community now under construction and due to open in December, 2007.

Accordingly, the reasons for the rezoning are to allow for the development of a senior living community that will provide the following housing options for adults over the age of 55 many of whom require daily assistance or will have some form of disability:

- a. Independent Living Units (both rental and fee simple)
- b. Assisted Living, including Respite Care.
- c. Memory Care (principally residents suffering from Alzheimers and/or another form of dementia).
- d. Skilled Nursing (future)

In addition to the above, the development will involve some limited commercial space for businesses such as a beauty shop, dining facility and other ancillary businesses serving residents of Somerby of Peachtree City.

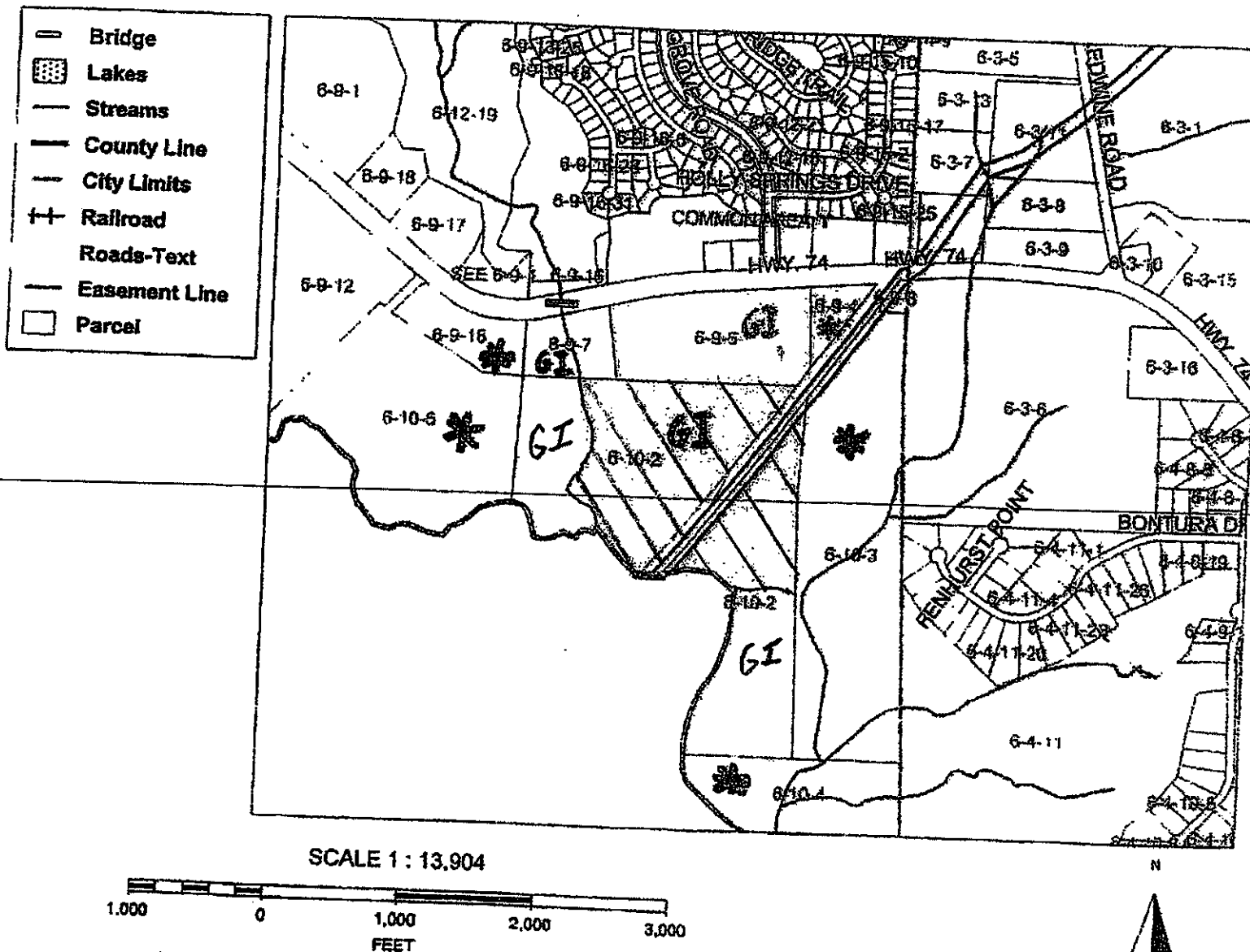
DOMINION PARTNERS, LLC - APPLICATION FOR REZONING

EXHIBIT "D"

D. Identification of adjacent parcel zoning.

Below is a tax map depicting the surrounding properties with the zoning designations of adjacent properties shown thereon.

The subject property is surrounded by General Industrial (although approximately 21 acres to the North is before this council on a rezoning request where to owner seeks to rezoning such portion of property to general commercial), City owned lands or Coweta County which is on the south side of Line Creek.



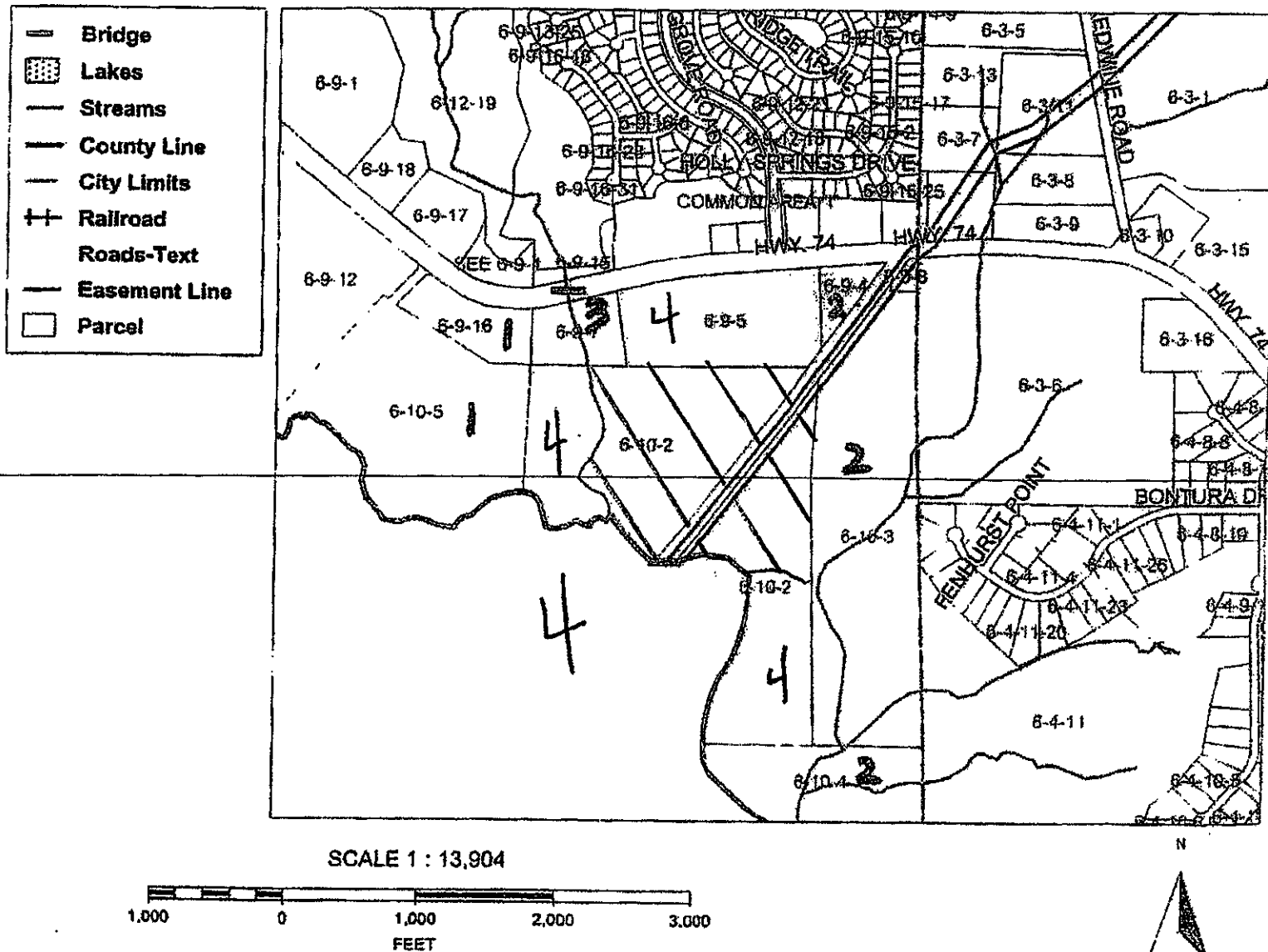
DOMINION PARTNERS, LLC - APPLICATION FOR REZONING

EXHIBIT "E"

E. Identification of adjacent parcel owners.

Below is a tax map depicting the surrounding properties with number corresponding to the owners shown below:

1. Peachtree City Water & Sewerage Authority
PO Box 2371, Peachtree City, GA 30269
2. Peachtree City
PO Box 2371, Peachtree City, GA 30269
3. Dorothy Black
139 Charlotte Place, Fayetteville, GA 30215
4. Rockaway Partners, LLC (Agent of the Stephens family)
1355 Terrell Mill Road, Bldg. 1478, Suite 200, Marietta, GA 30067



DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

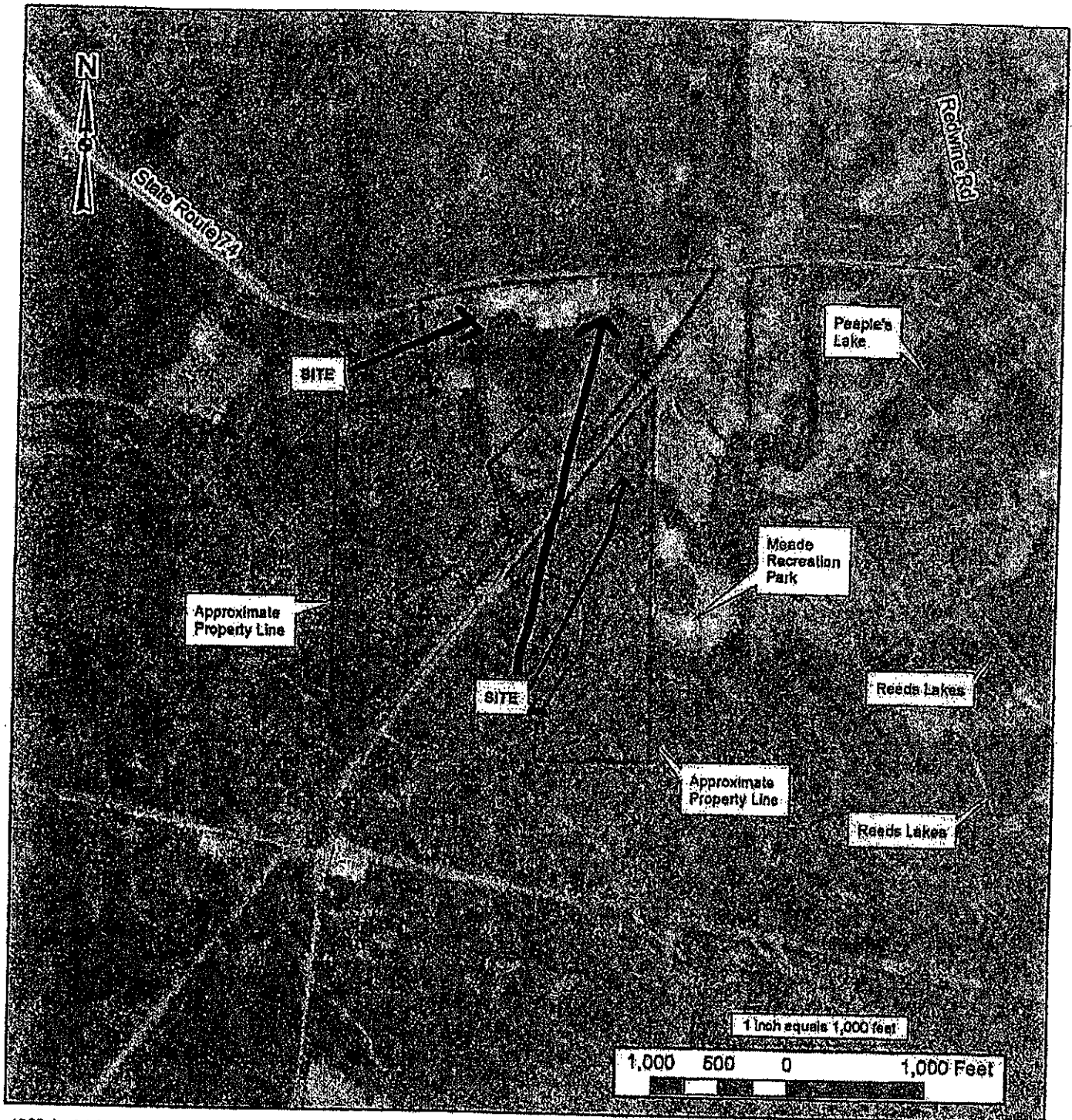
EXHIBIT “G”

G. Map showing boundary of new zoning district.

See Survey attached as Exhibit “A”.

**DOMINION PARTNERS, LLC - APPLICATION FOR REZONING
EXHIBIT "H"**

H. Natural, Geographic and Cultural Features.



1993 Aerial Photography USGS/TerraServer, Fayette County Roads from Georgia GIS Data Clearinghouse - Georgia Base Map

SEA

**SAILORS
ENGINEERING
ASSOCIATES, INC.**
ENVIRONMENTAL/GEOTECHNICAL
1675 SPECTRUM DRIVE
LAWRENCEVILLE, GEORGIA 30043
(770) 962-5922 FAX 962-7964

**1993
AERIAL
PHOTOGRAPH**

**PROPOSED PEACHTREE CITY
MARKETPLACE PROPERTY**
Rockaway Road at GA SR 74
Peachtree City, GA; Fayette County
Job No. 062-136

SEA 2202

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “I”

- I. Identification of all public services presently available to the property.

See attached letters from Coweta-Fayette EMC, Atlanta Gas Light, Peachtree City Water and Sewerage Authority and Fayette County.



Coweta-Fayette EMC
807 Collinsworth Road
Palmetto, GA 30268

July 18, 2007

To: Dominion Partners LLC
Bruce Gleissner
309 Treyburne Court
Macon, Ga. 31210

RE: Retail Development located @
Land Lots 29 & 30 of the 6th District of
Peachtree City in Fayette County, Georgia

To Whom It May Concern:

This letter is to verify that Coweta-Fayette EMC has electric utilities available to serve the proposed retail development referenced above.
This site falls within Coweta-Fayette EMC's service territory.

If you have any questions or if additional information is needed, please do not hesitate to call me at 770-502-0226 ext. 4294

Sincerely,


Curtis Camp,
Staking Technician

AGL Resources
Atlanta Gas Light
Chattanooga Gas
Elizabethtown Gas
Elkton Gas
Florida City Gas
Virginia Natural Gas
AGL Networks
Sequent Energy Management

770 909-5800 phone
770 909-5860 fax
www.atlantagaslight.com

508 Georgia Hwy 138
Riverdale, GA 30374

July 20, 2007

Bruce Gleissner
Dominion Partners
2700 Corporate Dr.
Suite 125
Birmingham, AL 35242

Ref: Senior Living Facility
Hwy 74 & Rockaway Rd
Land Lot 29 & 30 of the
6th District
Fayette County, Georgia

To Whom It May Concern:

This letter will serve to certify that Atlanta Gas Light Company currently has natural gas available on Hwy 74. There is no main on Rockaway Rd.

Our records indicate that a 6-inch high pressure steel main is on the south side of Hwy 74. This information is for your general use however utility locates must be called in prior to any excavation.

This is to further advise you that natural gas service can be made available to the above referenced project in accordance with the Rules and Regulations governing our operations on file with the Georgia Public Service Commission at the time said service is requested.

If you need additional information, you may contact me at 770 909-5861.

Sincerely,

Gloria Daniel

Gloria Daniel
Account Executive



Atlanta Gas Light



Peachtree City Water and Sewerage Authority

July 19, 2007

Dominion Partners
Bruse Gleissner
2700 Corporate Drive Suite 125
Birmingham, Alabama 35242

RE: Sewer Availability at Land lots 29 and 30 6th District Peachtree City, Georgia

Dear Mr. Gleissner,

This is to certify that the Peachtree City Water & Sewerage Authority does have sanitary sewer capacity available at the Rockaway WWTP for the above referenced property. The Authority will require a complete analysis of flows required for the project as well as a detail of proposed sanitary sewer lines to serve the property.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Crittenden".

Chris Crittenden
Peachtree City Water & Sewerage Authority



Where Quality Is A Lifestyle

July 27, 2007

Bruce Gleissner
Dominion Partners
2700 Corporate Drive, Suite 125
Birmingham, AL 35242

Dear Mr. Gleissner:

SUBJECT: WATER AVAILABILITY

Water is available along State Route No. 74 near Holly Grove Road and Rockaway Road. There is not a water line on Rockaway Rd. There is sufficient capacity to meet the needs of residential and commercial development. If you have additional questions, my office number is 770 461-1146, ext 6102.

Sincerely,


Russell Ray
Assistant Director
Fayette County Water System

245 McDonough Rd, Fayetteville, GA 30214

RR
cc: Tony Parrott

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “J”

J. Identification and description of all public facilities which are presently on or near the property or proposed to be built on or near the property.

See Exhibit “H”

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “K”

- K. Development Plans, feasibility studies, impact analyses, population projections, and other planning documents.

See attached site development plan.

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “L”

L. Report analyzing how the proposed rezoning will affect the City specifically with respect to:

We are requesting that the property be rezoned from General Industrial to Limited Use Commercial. Limited use commercial is requested because although the majority of the property will be used for residential purposes, there will be limited commercial uses such as a beauty shop, dining facility, sundry shop and private banking office. Thus, none of the residential districts seem to fit the intended use. As indicated in earlier portions of this application, the property will be used primarily for residential uses much of which will be age restricted or age targeted. Our proposed development will have a positive impact on Peachtree City as shown below:

a. Tax base.

Project Value: \$35,000,000.00

Anticipated Property Tax Benefit: \$470,820.00
(35,000,000 x .40 x .03363 or 33.62 mills)

As shown below, this significant tax base will not create significant service demands.

In addition to property taxes, Somerby of Peachtree City will create approximately 100 full time and 30 part-time jobs in the areas of administration, marketing, healthcare, exercise/wellness/therapy, dining services, lifestyles/activities, transportation, maintenance, housekeeping and companion services. These new employees are likely to frequent local dining and retail establishments creating additional sales tax revenues and supporting the local business community.

Finally, senior citizens constitute the highest spending population in the country. Thus, residents of the community will frequent local dining and retail establishments creating significant additional sales tax revenues and supporting the local business community.

b. Public Education.

The development will create no increase in students utilizing public schools because the property will serve senior citizens who will not have school age children. However, the project will have a positive impact on local schools because senior citizens typically support local school through volunteering and attendance at school sponsored events. Furthermore, Somerby of Peachtree City will provide a venue for schools and school organizations to showcase their productions and programs.

c. Police and Fire Protection

The development will be fully sprinkled significantly reducing the risk of a catastrophic fire. Further, the population make up of the community, 55 and older, is a low crime age group. The community will have a full time nursing staff who will treat residents for routine ailments and help residents get additional medical care when necessary, all of which will reduce the number of calls to the Peachtree City police and emergency system.

d. Emergency Medical Service

See subpart c. above.

e. Transportation Facilities.

Somerby of Peachtree City will have relatively no traffic impact. None of the assisted living and memory care residents will drive. Further, only about 75% of the independent living residents who move to Somerby will drive at the time they move in. That percentage historically drops to 50% once residents have the opportunity to try our transportation services and come to realize the benefits provided by Somerby both on a scheduled and appointment basis. Seniors that continue to drive typically only do so at off peak hours.

If developed under current zoning, the property could create significant additional tractor trailer traffic on Ga. Hwy. 74, could create additional traffic due to the large number of employees many manufacturing concerns require, could create significant noise, pollution and odor all of which would detract from the aesthetic appeal of the south end of the City.

f. Utilities.

There will be no adverse impact on utilities, all of which have ample capacity to service the Somerby community. A copy of letters from the various utilities are attached to this application.

g. Environmental Protection

Somerby will be a campus style senior residential community that will save existing trees to the greatest extent possible and provide for complete management of all stormwater collected by the community's impervious surfaces. Additionally, the Somerby of Peachtree City, as a residential community, will not create any hazardous or environmentally detrimental emissions often associated with industrial uses. In short, the project will protect the environment to the greatest extent possible within the requirements of the community and the constraints of the property.

Additionally, and importantly, there exists approximately 80 acres of land lying within the 100 year flood plain to the south the Somerby property which will serve as a natural buffer between the community and both Flat Creek and Line Creek.

h. Recreation Program

The proposed development will have little if any impact on City funded recreation programs. Somerby of Peachtree City has its own staff and programs creating recreational activities for its residents. The community will have its own facilities for events and community gatherings.

i. Implementation of Overall Development Plan.

A copy of the site development plan is attached to this application. The development has two points of ingress and egress as shown thereon. The plan will be constructed using a very reputable Georgia general contractor and a very reputable Georgia architect and architectural firm. It is anticipated that development of construction documents would begin immediately after the zoning hearing with construction beginning as soon as practicable.

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “M”

M. Topographic Map

PLAT FOR REZONING: GI TO LUC

CURVE TABLE

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	31722.28'	00°40' 33"	374.24'	374.23'	187.12'	N 36°49' 41" E

TREE COUNT

OAK	18
PINE	18
SWEETGUM	12
TOTAL	30

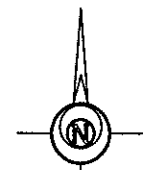
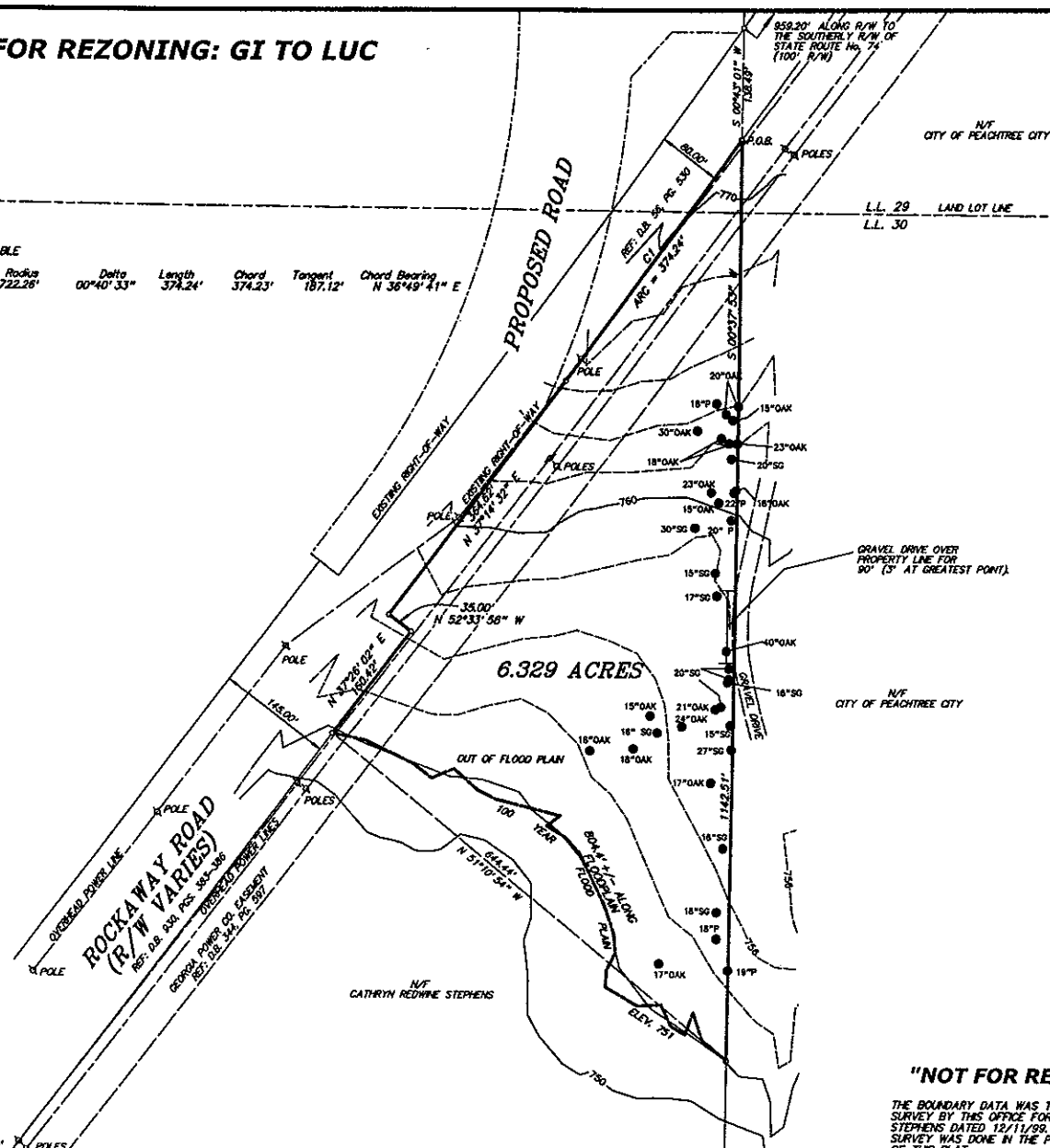
TREE LEGEND

B = BIRCH
 DW = DOGWOOD
 HOK = HICKORY
 M = MAPLE
 P = PINE
 SG = SWEETGUM
 TK = TWIN

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP Community No.: 130079 0090 D Dated: MARCH 18, 1996

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

GRAPHIC SCALE: 1 inch = 100 feet



NORTH BASED ON STATE PLAIN COORDS (GA. WEST ZONE)

"NOT FOR RECORDING"

THE BOUNDARY DATA WAS TAKEN FROM A PREVIOUS SURVEY BY THIS OFFICE FOR CATHRYN REDWINE STEPHENS DATED 12/11/99. NO UPDATED BOUNDARY SURVEY WAS DONE IN THE PREPARATION OF THIS PLAT.

W.D. Gray and Associates, Inc.

land surveyors - planners

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

PREPARED FOR:

DOMINION PARTNERS, LLC

LAND LOTS 29 & 30

DATE OF SURVEY: 11/29/06

6th DISTRICT

DATE OF DRAWING: 07/25/07

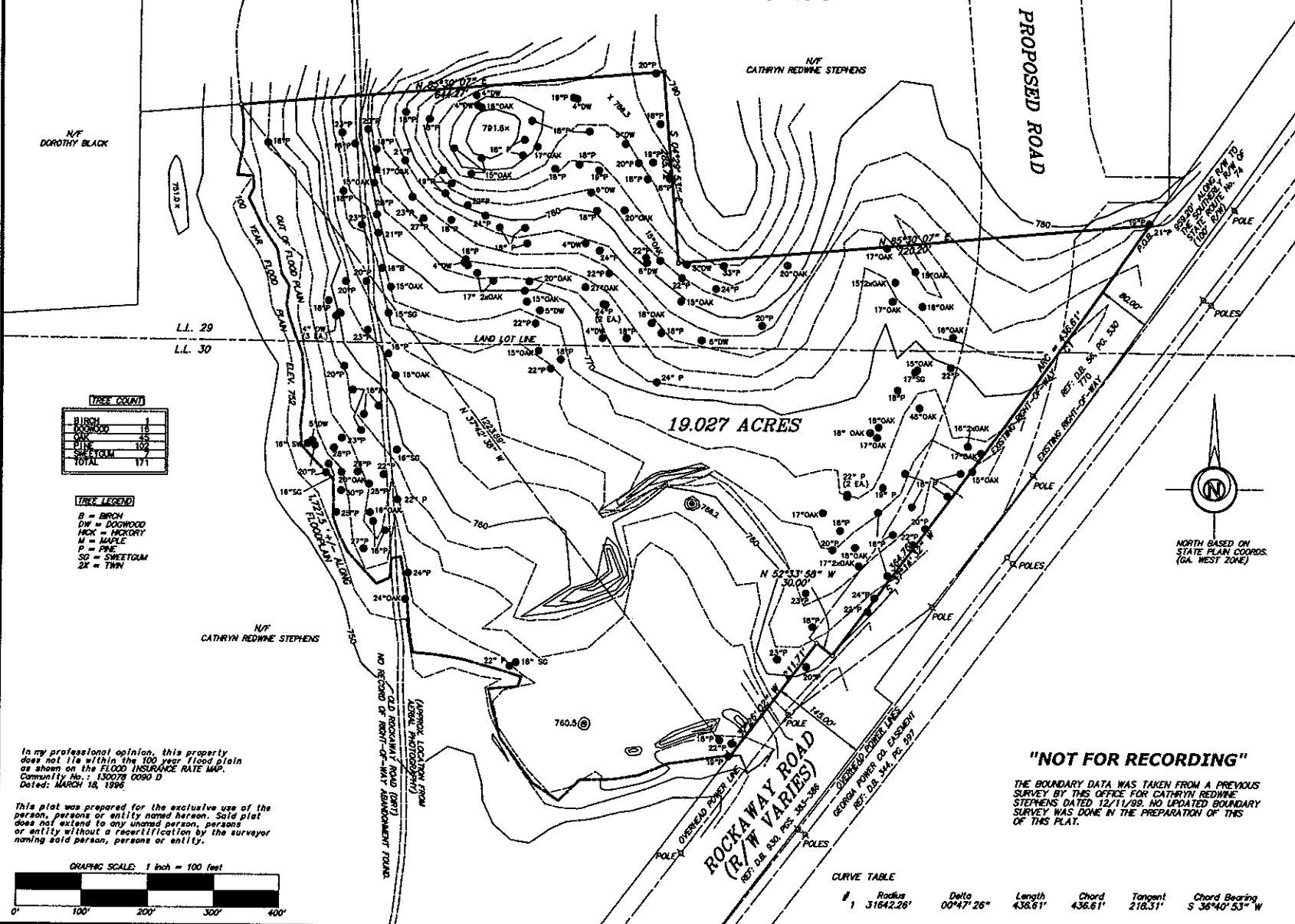
FAYETTE COUNTY, GA.

REF.

SCALE: 1" = 100'

JOB NO. 991221

PLAT FOR REZONING: GI TO LUC

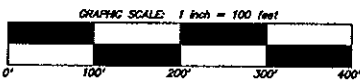


TREE COUNT	
BIRCH	1
DOGWOOD	1
HICKORY	45
MAPLE	10
PINE	10
SWEETGUM	10
TOTAL	171

TREE LEGEND	
B	= BIRCH
DW	= DOGWOOD
HCK	= HICKORY
M	= MAPLE
P	= PINE
SG	= SWEETGUM
T	= TYPH

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP, Community No. 130078 0090 D dated: MARCH 18, 1995.

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



"NOT FOR RECORDING"

THE BOUNDARY DATA WAS TAKEN FROM A PREVIOUS SURVEY BY THIS OFFICE FOR CATHRYN REDWINE STEPHENS DATED 12/11/99. NO UPDATED BOUNDARY SURVEY WAS DONE IN THE PREPARATION OF THIS OF THIS PLAT.

CURVE TABLE

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	31642.26'	00°47'26"	436.61'	436.61'	218.31'	S 36°40'53" W

W.D. Gray and Associates, Inc.

land surveyors - planners

160 GREENCASTLE ROAD SUITE B TYRONE
GEORGIA 30290
PH. 770-486-7552 FAX 770-486-0486

PREPARED FOR

DOMINION PARTNERS, LLC

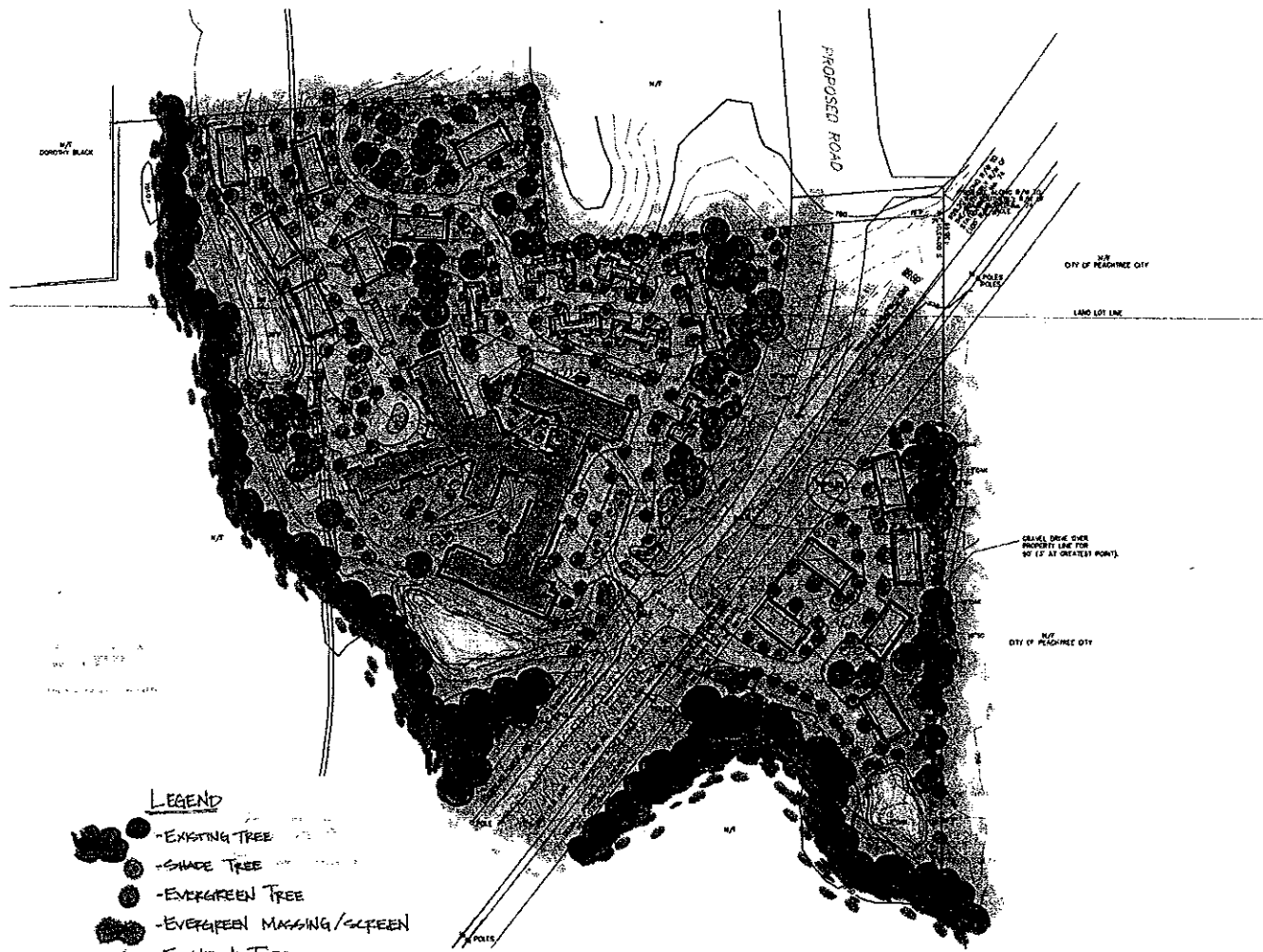
LAND LOTS 29 & 30	DATE OF SURVEY: 11/29/06
6th DISTRICT	DATE OF DRAWING: 07/25/07
FAYETTE COUNTY, GA.	REF.
SCALE: 1" = 100'	JOB NO. 991221

DOMINION PARTNERS, LLC – APPLICATION FOR REZONING

EXHIBIT “N”

N. Site Plan.

See attached Site Plan.



- LEGEND**
- EXISTING TREE
 - SHADE TREE
 - EVERGREEN TREE
 - EVERGREEN MASSING/SCREEN
 - FLOWERING TREE

UTILITIES PROTECTION CENTER
 CALL FREE
 THROUGHOUT GEORGIA
 1-800-282-7411

THREE WORKING DAYS BEFORE YOU DIG

E&A
 EMMETT & ASSOCIATES

1517 TRACEDOWN TOWNHOUSE
 1850 CENTURY PLACE, SUITE 202
 ATLANTA, GEORGIA 30345
 WWW.E&A.NET

LAND PLANNING
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE

PROJECT: SOMERBY CITY OF PEACHTREE CITY

REVISIONS:

NO.	DATE	DESCRIPTION

CONCEPT

SCALE: 1" = 100'-0"	DATE: 9/9/2007
PROJECT MANAGER:	

PROJECT NO. P7-232

C1.0

© 2007 EMMETT & ASSOCIATES, INC. All Rights Reserved. Prepared for Peachtree City, Georgia. Project: P7-232, Somerby City of Peachtree City, Georgia. Date: 9/9/2007.

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
September 10, 2007**

PH-07-12 Request for Rezoning from GI to LUC for a 25.4-acre portion of the overall 123.871-acre Stephens tract by Dominion Partners, LLC to allow a 376-unit campus style senior residential community (SR 74 South and Rockaway Road).

Mr. John Gorecki of Dominion Partners was in attendance to present their rezoning request for approximately 25.4 acres of the property owned by Mrs. Cathryn Redwine Stephens on SR 74 South across from the Wilshire Pavilion retail center. The overall development would encompass a 19.27-acre tract on the west side of Rockaway Road and a 6.329-acre tract on the east side of Rockaway Road. They desired to rezone the property from GI General Industrial to LUC Limited Use Commercial to develop a 376-unit campus-style senior residential community.

Mr. Gorecki noted that this item had been discussed in a workshop format at the August 13, 2007, Planning Commission meeting. Since that time, they had met with City Staff and Ms. Laurie Farmer, president of the Wilshire Estates Homeowners Association, and other Wilshire Estates homeowners to discuss with some of the issues that had come up during the workshop.

Mr. Gorecki described their senior community which would include 150 independent living apartment residences, 48 assisted living residences, and 24 memory care residences, all of which would be located in the four-story main community building. An additional 16 one-story and two-story villas were also proposed and would be for rent. Seventy-eight condos would also be for sale on the two tracts of land. He said they also had plans, and there was room, for a 60-bed skilled nursing facility; this would be built in phase three of the development, generally within 5-7 years after the community opened. He noted that their residents gracefully aged in place and as they needed additional services and care, they would be provided on site. He added that this would require a Certificate of Need from the state of Georgia.

Mr. Gorecki responded to the following concerns that had been raised during the workshop:

- Mr. Mullin hoped that as many trees as possible could be saved. In response, they had moved the detention and some of the detached buildings.
- Instead of age targeting the six-acre tract, the entire community would be age restricted under the Fair Housing Act for residents 55 years of age and older.

- The height of the main community building was a concern. The elevation had been changed and the site flip-flopped so that this building would be further away from the retail center.
- The loop road had been eliminated and instead they would provide a grassed fire lane that would be used by the Fire Department in case of an emergency.
- They had tried to move the development closer to the floodplain which would always be green. A 50' undisturbed buffer would be provided along Rockaway Road and a 50' buffer along the retail center.
- Mr. Gorecki thought that in most places, the four-story building would look like it was two to three stories. He thought both Staff and the homeowners were satisfied that it would not be overpowering.
- Mr. Scott had asked whether they would provide cart storage and charging stations. Their latest plan included cart storage, but in a location further from the building than they would like. As they reviewed the design and continued to work with Staff, they were going to try to move these items closer to the building so they would be more accessible to their residents.

Mr. Gorecki then introduced others on their design staff who were in attendance: Mr. Brian Brumfield, their civil engineer; Mr. David Patterson, their land planner from Eberly and Associates; Mr. Ron Gill, their architect from Rule Joy; and Mr. Bruce Gleissner, Dominion's Director of Construction.

Mr. Patterson discussed the tree survey and what had been done to address Mr. Mullin's concerns. He provided a rendered version of the tree save and said their goal had been to save as many of the hardwood trees as possible and to leave as many trees on-site as they could. They had moved the footprints and some of the road to tighten up the development. This made it a little more dense but at the same time reduced disturbance and allowed them to preserve a significant number of existing trees. He noted that the hardwoods 18" and above remained on the site as well as more than 50 percent of the pine trees. They would be working with Staff on the location of the pedestrian path and the tunnel as Rockaway Road was realigned. He noted that the areas of development were relatively void of any vegetation of significant size. He thought they had done a pretty good job of keeping the trees that would give the site a mature look.

Mr. Rast thought the Applicant had pretty well covered the items that had been discussed at the workshop meeting. Since that time, Staff had met with Mr. Gorecki and other project representatives to get a better understanding of the type of facility this would be,

the type of care that would be offered, what qualifications their staff would have, etc. Staff was comfortable with the direction the project was going and expressed no concerns that should delay it. He noted there were issues that would need to be resolved during the more site-specific plan review. Mr. Rast further stated that Dominion Partners appeared to be a very reputable company that had been very easy to work with.

Mr. Rast noted that there were 11 conditions that Staff recommended be adopted as part of the Planning Commission's recommendation to City Council. A draft ordinance had also been prepared and it was recommended it be forwarded to City Council as well.

Ms. Laurie Farmer, the president of the Wilshire Estates Homeowners Association, stated that she was not going to speak for or against this project. She did, however, note that Dominion had been very willing to listen to the recommendations of City Staff and the homeowners.

Ms. Farmer also stated that the Wilshire homeowners had concerns about the age-targeted condos but this had been addressed and the entire development was now age restricted. In addition, the number of condos near Meade Field had also been reduced. She said that there also had been some concerns about the height of these buildings and the potential for the condos to turn into a rental community. She stated that it appeared from talking to the engineers that there would be quite a bit of tree covering so the concern the homeowners had about looking into the condos from Meade Field would not be a big issue.

Ms. Farmer stated that she would like to hear more discussion about the retail development that had been approved in front of this one. They would like to see a nice flow between the two developments. They did not want the senior living center to look the same as a retail development. She felt the senior development would be a good fit for the community and was a win/win for everyone.

Ms. Farmer said there were continued concerns about golf cart accessibility as well as walking across the realigned Rockaway Road. She added that they were obviously concerned about seniors trying to navigate the path. She thought the prospect of moving the tunnel should be investigated. Their residents wondered if the cart path tunnel could be moved to the side of the Wilshire Pavilion where the Publix was located. She thought looking at this issue prior to construction might save additional costs that would be associated with revisiting the issue after construction.

Mr. Steve Brown, a resident of Planterra Ridge subdivision and the former mayor of Peachtree City, strongly suggested that the homeowners' deeds include information about the recreation facility located adjacent to this site. He stated that lights had recently been installed on Meade Field and there would be night games.

Mr. Brown agreed with Ms. Farmer relative to the culvert under Highway 74. He noted that the pedestrians and golf carts would make their own path to avoid crossing Highway 74. It had happened in other areas of the city, and he was sure it would happen here as well. It would help in the long run if the path was straight and in as short a distance as possible.

Mr. Gorecki stated that they would not be opposed to including language within their deeds and in their covenants about the recreation facility. He said their goal was to build the tunnel under Rockaway in the best location for the people who would use the ball fields and for their residents. They would embrace anything that would be more safe.

Ms. Phyllis Aguayo of Stonington Drive expressed her concerns:

- The industrial areas were set aside for a reason. She was concerned about setting a precedent about rezoning industrial land for residential use.
- Although she thought the development was nice and probably filled a need, the size of it very much concerned her. It would be age restricted, but she was afraid that if it was not successful, it might become high density residential (apartments or condos) in the future. She thought there would be a lot of competition for this type of use within Peachtree City and the County and was afraid if all of these units were not filled, there might be a request in the future to change the type of use. This density was much higher than ever intended for residential property in Peachtree City.
- She was concerned about the traffic going in and out of the intersection because, contrary to what a lot of people believed, people over age 55 did drive.

Ms. Aguayo was sure the City would look at the impact this development would have on the wetlands and make sure that everything occurred as had been promised relative to the impervious surface, the runoff, tree removal, etc. Her biggest concerns were the magnitude of the project and the precedent of the rezoning to residential.

Ms. Beth Pullias of Astoria Lane was in attendance to represent her husband who was president of the Peachtree City Girls Softball Association whose games took place at Meade Field. He was not opposed to this type of development for this property, but he was very concerned about having the condos adjacent to the parking lot at Meade. He wanted her to relay that the fields being used at Meade and the adult softball fields which were adjacent to Highway 74 were at capacity. Mr. Pullias had tried to speak to Mr. Gleissner about the need to expand those fields and possibly eliminating the condos on the south side of Rockaway Road and expanding the fields there, but so far they had been playing phone tag.

Ms. Pullias thought the senior development was great in that it would not impact a lot of the City's infrastructure, but she also thought it was a good opportunity for the City to get something in return for rezoning the property. She noted that there were no restroom facilities in the area where the soccer fields and the adult fields were located which severely limited the possibility of hosting tournaments which could provide more tax revenue to the city.

Ms. Pullias suggested that the plan not be approved exactly as it was. She thought time should be taken to negotiate with Dominion to try to get some expansion of the recreational facilities on the south side of the city.

Mr. Gorecki stated that he realized this property was zoned for industrial use and as such there would be some loss of jobs that could have occurred. However, between the retail center and the 100-120 employees that they would have in their facility, he thought most people would agree that having a residential and high-end retail center would be better for the City than an industrial use.

Mr. Gorecki stated that this facility would be governed by the rezoning. It would be a \$50 million facility, and he doubted that it would ever be torn down and changed to another use. He said there were a lot of other senior facilities that were supposed to be built, and they would actually help their property to survive. The average age of their residents would be 75 to 80 years old. The 55 to 65 year olds in the other developments would be their future residents.

Mr. Gorecki said stated that 50 percent of their residents did not drive and added that free transportation was included in their rental rates and condominium dues. People who lived in their communities came to rely on that transportation as opposed to getting out in traffic. He noted that when they did drive, they tried to avoid peak traffic times.

Mr. Gorecki further stated that they would be happy not to build the condos on the six acres on the other side of Rockaway Road if the City or some other group wanted to expand the recreational fields. They would sell the land to them if they were willing to pay the price Dominion was paying to purchase that property. He noted that lights and noise were not a problem to them and, in fact, their residents wanted to be more involved in community endeavors. He thought a lot of them would go to the park to watch the ball games and other activities.

Mr. Mullin's big question concerned the intersection's capacity and how it would handle the 376 units associated with this development. His understanding was that the realignment of Rockaway Road was a long way off but in the meantime, he felt strongly that this intersection would need to be improved.

Mr. Rast stated that Staff had met with DOT who was in the process of purchasing right-of-way for phase 2 of the 74 South widening. The appraisers said they were hopeful that the project would be put out to bid the first part of the year with construction starting in the spring of '08. Mr. Rast further stated that City Staff had a commitment from DOT that the realignment of Rockaway Road would be the first thing that would be done after they let the project for the phase 2 road widening project. He said they too realized this was a dangerous intersection.

Mr. Mullin asked Mr. Gorecki about the timeline for their three phases of construction; however, because he did not come to the microphone, his comments were inaudible.

Mr. Rast explained that there would be two access points from the retail center to Highway 74 which meant that everyone would not be limited to the main entrance off of Rockaway Road.

Mr. Mullin also asked about the timeline for the retail center. Mr. Rast said that would depend on how quickly Columbia sold and released the lots.

Mr. Rast also mentioned that there had been extensive discussions with Ms. Farmer and others from the Wilshire Estates Homeowners Association regarding the cart path connections. Staff was looking at the overall path network in that area. The City Engineer had been in contact with DOT about the possibility of finding another suitable location for the tunnel and what would be involved in relocating it. He stated that Staff had been charged to provide an update on this process by the October 4 Council meeting.

Mr. Rast also stated that it was a good idea to include language in the property owners' deeds relative to the recreation facility, but he thought the proximity to the airport should also be mentioned. He added that Mr. John Crosby, the Falcon Field Airport Manager, had been in discussions with the Airport Authority. He thought they were coming up with language they would like to be incorporated into the deed for each unit.

Mr. Scott wondered if it was possible to confirm that the grassy area that was being considered for access by emergency equipment would be firm enough for the heavy equipment. Mr. Rast stated that they had spoken in detail with the Fire Department about this issue. They required that the pad be designed to hold 40 tons, the weight of their ladder truck. He noted that a similar access drive was planned for the Towne Club development on Crosstown Road. In order to delineate the drive area and also create a walking path for the residents, a sidewalk would also be included.

After discussion, a motion was made by Mr. Staples, seconded by Mr. Scott, and unanimously adopted to forward the proposed rezoning of 25.356 acres of the Stephens tract to City Council with a recommendation that it be approved, and that the recommendation be subject to the following understandings and conditions:

- 1. There shall be no more than 376 units within the overall development. The schematic site plan submitted as a part of the rezoning request is illustrative only. The Applicant shall prepare a detailed conceptual site plan, which must be approved by the Planning Commission as a part of the established review and approval process. It is understood the general layout of the buildings, parking and internal circulation may change once final engineering documents are prepared.*
- 2. The Applicant shall coordinate with City Staff to determine an appropriate location for a multi-use tunnel underneath Rockaway Road and associated multi-use path connections. These amenities shall be designed and constructed by the Applicant at no cost to the city.*
- 3. The Applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of this development.*
- 4. The Applicant shall coordinate with the Peachtree City Building, Fire and Police Departments to ensure their understanding of the proposed development, internal circulation routes, emergency response, building design and life safety issues.*
- 5. Existing vegetation within all tree save and landscape buffers shall be preserved to the greatest extent practicable prior to, during and following construction activities.*

6. *The exterior building materials and color selection of all buildings shall be similar to those identified within the Architectural Guidelines adopted for the Wilshire Pavilion retail development. Additionally, each building shall follow the city's design guidelines ordinance.*
7. *The maintenance of all internal parks, landscaped areas and signage shall be the sole responsibility of the developer and/ or the Homeowner's Association.*
8. *A subdivision plat for the 25.356-acre tract must be submitted to City Staff for review and approval prior to recording this document with the Fayette County Tax Assessor. The plat must be recorded prior to approval of the final site plan for the development.*
9. *The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance.*
10. *At the Applicant's request, the Property and units constructed thereon shall be restricted to housing for older persons as defined in 42 U.S.C. § 3607. Said development shall be intended and operated for occupancy by persons 55 years of age or older. The City shall publish and adhere to policies and procedures that demonstrate the intent required under this provision. In addition, the Developer and its successors and assigns shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, which shall: provide for verification by affidavit with photo identification listing each resident's date of birth and include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of this Paragraph 18.*
11. *The Land Use designation of this portion of the Stephens tract shall be changed to MF Multi-family.*
12. *A statement addressing the proximity of the development to the Peachtree City - Falcon Field Airport shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Airport Authority, and the developer. This statement shall appear on the final plat and in the Covenants and Deed Restrictions for the overall development.*
13. *A statement addressing the proximity of the development to the Meade Field recreation complex shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Recreation Commission, and the developer. This statement shall appear on the final plat and in the Covenants and Deed Restrictions for the overall development.*

The Applicant agreed to the conditions. Mr. Scott was designated to be the Planning Commission representative for this project. Mr. Rast noted that this item was on the agenda for the October 4, 2007, City Council meeting.

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 19.027-ACRE AND A 6.329-ACRE TRACT OF LAND, BOTH
OF WHICH ARE A PART OF AN OVERALL 123.871-ACRE TRACT OF LAND
KNOWN AS THE STEPHENS TRACT FOR A
CAMPUS-STYLE SENIOR RESIDENTIAL COMMUNITY,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that a 19.027-acre and a 6.329-acre tract of land within an overall 123.871-acre parcel known to us as the Stephens tract be rezoned from its current designation of GI General Industrial to LUC-20 Limited-use Commercial by amending Section 1016A Specific limited-use residential areas and adding Section 1016A.20 as follows:

(Section 1016A.20) Limited-use commercial district no. 20

- (a) Two tracts of land as described below shall be rezoned from their present classification of GI General Industrial to LUC-20 Limited-use commercial, subject to the conditions set forth herein. In the event of a conflict between the provisions of this ordinance and the regulations of the LUC Zoning District, the most restrictive regulation shall apply.

INSERT LEGAL DESCRIPTIONS

- (b) These tracts are illustrated on the Boundary and Topography Surveys prepared by W.D. Gray and Associates, Inc. (both dated July 25, 2007), copies of which are attached hereto as Exhibits "A" and "B" and incorporated herein by express reference.

It is intended that the LUC-20 zoning district be established specifically for a 367-unit campus-style senior residential community to be developed substantially in accordance with the conditions set forth in this ordinance.

- (c) Development shall take place substantially in conformance with the schematic master plan prepared by Eberly & Associates for "Somerby of Peachtree City" dated September 5, 2007 (Exhibit "C"). It is understood the layout of individual buildings, internal circulation, parking areas and stormwater detention areas may change once detailed site and grading plans are prepared; however, any

increase in the total number of residential units or any of the conditions and requirements of this section shall require a new rezoning action.

(Section 1016A.20.1) Permitted uses.

1. No more than 376 total living units shall be permitted within the overall development, with the total number of units not to exceed:
 - (a) 78 condominiums (age-restricted).
 - (b) 150 apartments (age-restricted).
 - (c) 16 villas (age-restricted).
 - (d) 48 assisted living residences (age-restricted).
 - (e) 24 memory-care residences (age-restricted).
 - (f) 60 skilled nursing beds.
2. Ancillary uses, such as, but not limited to, a beauty salon, barber shop, branch bank, gift shop, or dining facility located wholly within the wings of the main community building facility.
3. Publicly owned building, facility or land.
4. Building, facility or land for the distribution of utility services.
5. Building, facility or land for non-commercial park, recreation or open space purposes solely for the use of the occupants, staff, and guests of the development.
6. Customary home occupations (see Section 907).
7. Accessory uses (see Section 908).

(Section 1016A.20.2) Conditional uses.

No conditional uses shall be permitted within this zoning district.

(Section 1016A.20.3) Other requirements.

1. Minimum floor area per dwelling unit: 300 SF for all segments of the community, except for the condominium and villas which shall be a minimum of 1,200 SF.
2. Minimum zoning lot area.

As described herein and shown on the schematic site plan approved as a part of the rezoning.

3. Maximum number of dwelling units.

A total of 376 residential units as described herein.

4. Minimum lot width.

As described herein and shown on the schematic site plan approved as a part of the rezoning.

5. Minimum front building setback for villas and condominiums.

15' from the back of curb of the internal road; provided that at least two paved parking spaces are provided for each villa or condominium and at least one of those spaces is located within a fully enclosed garage, and no part of the garage shall be within 20' of the back of curb of the internal road.

6. Minimum side setback.

0'; provided that the building layout and separation is in accordance with current building and life safety codes and approved by the city's Building Official and the Fire Marshal.

7. Minimum rear setback. 20'.

8. Maximum building height.

The maximum building height shall be approved by the Building Official and Fire Marshal as a part of the site plan approval process. Each building shall be no more than four (4) stories in height. The roof ridge line shall not exceed 65' in height from finish grade. Decorative roof elements, such as chimneys, cupolas, etc. shall not exceed 80' in height from finish grade.

9. Parking.

As set forth within the city's Parking Ordinance. Dumpsters, loading and service areas shall not be located within any building setback areas and shall be properly screened from view in accordance with city ordinances.

10. Multi-use path connections.

The Applicant shall coordinate with City Staff to determine the location of a multi-use tunnel underneath Rockaway Road and shall be responsible for constructing this as a part of the overall development. In addition, the Applicant shall be responsible for constructing multi-use paths connections to the existing and proposed multi-use paths in the area.

These improvements shall be designed and constructed at no cost to the city.

11. Signs.

As set forth within the city's Sign Ordinance.

12. Tree save and landscape buffers.

No less than a 50' tree save and landscape buffer shall be provided adjacent to Rockaway Road. This buffer shall be measured from the future right-of-way of Rockaway Road.

The landscape buffer adjacent to the northern property boundary shall be no less than 25' in width, as measured from the property line. To the greatest extent practicable, existing vegetation within this area shall be preserved.

13. Internal buffers and tree save areas.

Tree save areas shall be delineated with tree save fencing and approved by the City Landscape Architect prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/ or enhanced with berms, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval.

14. Curb cuts.

The overall development shall be limited to no more than one full-turning intersection on Rockaway Road providing access to both the 19.027 and 6.329 acre tracts at one access location on Rockaway Road. The entrances into the development on either side of Rockaway Road shall align with each other and be designed with appropriate turn lanes.

15. Interparcel access.

At least one driveway connection shall be provided to the 21.12-acre parcel to the north.

16. Architectural concept.

In addition to compliance with the city's Design Guidelines ordinance, the architectural design, color selection and exterior building materials for all buildings shall comply with the Architectural Guidelines established for the Wilshire Pavilion retail development. All sides of each building must include architectural detailing and similar building materials.

Each building with a side elevation facing an internal street shall include architectural detailing on the side elevation to avoid creating a blank wall facing the street.

17. Site lighting.

A complete site lighting plan, including all lighting proposed on the exterior of each building, shall be developed and submitted to the City Planner for review and approval prior to installation. All lighting shall comply with the city's Lighting Ordinance.

18. Landscape concept.

A complete landscape plan for the overall development shall be prepared in accordance with the city's landscape ordinance and submitted to and approved by the Planning Commission. Landscaping shall extend along the entire site frontage on Rockaway Road and shall include a combination of berms and plant material to provide a permanent vegetative buffer. The berms must be a minimum of four (4) feet in height with 4:1 slopes. All landscaped areas shall include an underground irrigation system with a programmable timer.

19. Stormwater detention.

The overall development shall comply with the city's post-construction stormwater runoff management ordinance and provide water quality Best Management Practices (BMP's) on greenbelt areas dedicated to the city.

20. Delineation of floodplain.

The location of the floodplain shall be field located and surveyed prior to preparation of the engineering drawings. Absolutely no development shall be permitted within the floodplain.

21. Rental of individual units.

The Applicant shall establish deed covenants for the overall development that shall limit rental units to no more than 20 percent of the total number of for-sale dwelling units in the development. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.

22. Impact fees.

The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance. Impact fees for the entire development shall be due prior to approval of the final site plan.

23. Age-restriction.

At the Applicant's request, the Property and units constructed thereon shall be restricted to housing for older persons as defined in 42 U.S.C. §

3607. Said development shall be intended and operated for occupancy by persons 55 years of age or older. The City shall publish and adhere to policies and procedures that demonstrate the intent required under this provision. In addition, the Developer and its successors and assigns shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, which shall: provide for verification by affidavit with photo identification listing each resident's date of birth and include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of this Paragraph 18.

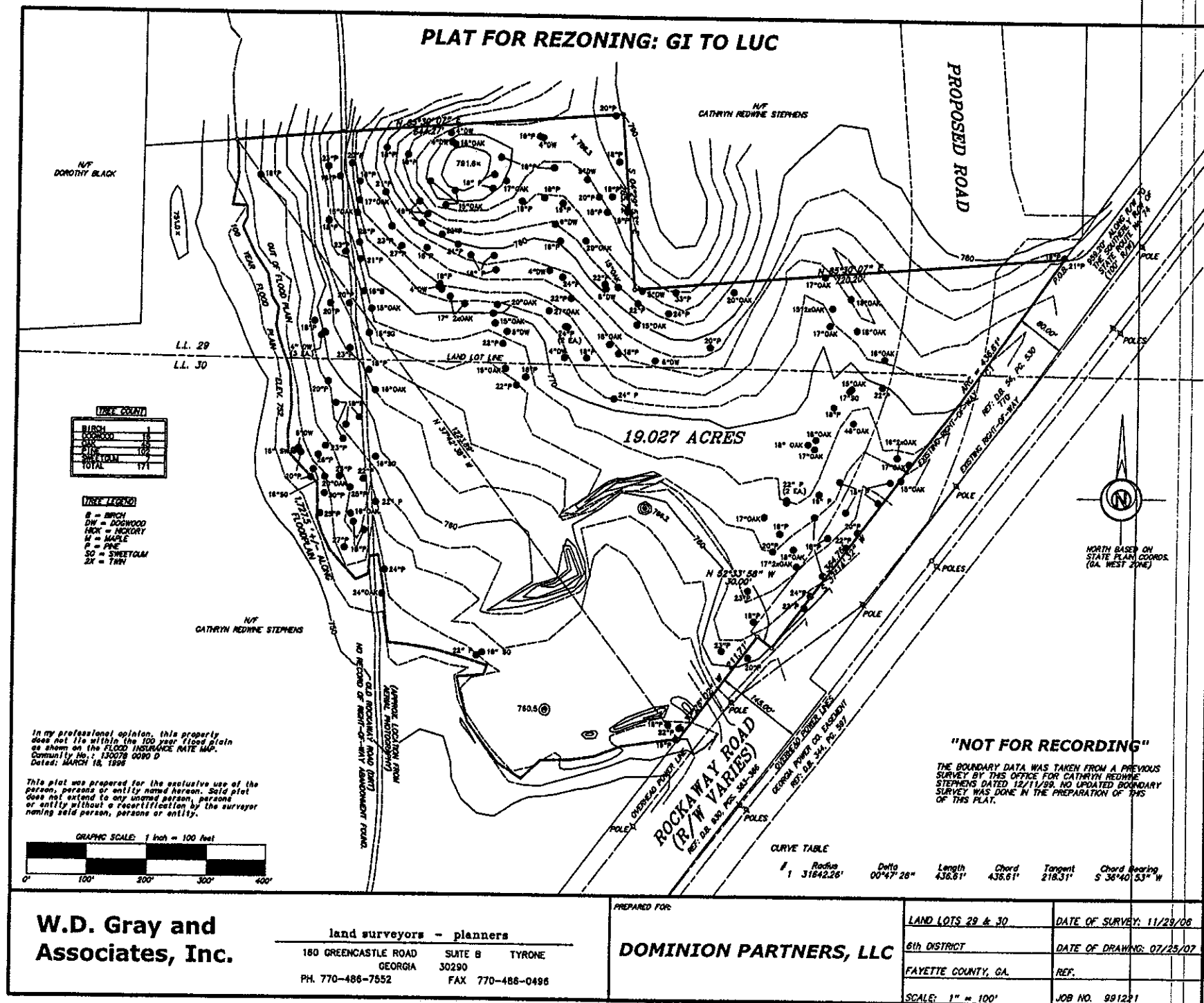
All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

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

Harold K. Logsdon, Mayor

Attest:

City Clerk



CURVE TABLE

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	31722.26'	00°40'33"	374.24'	374.23'	187.12'	N 36°49'41" E

TREE COUNT	
OAK	10
PINE	5
SHEET PILE	13
TOTAL	28

Figure 1 *Flowchart of the study*

B = BIRCH
DW = DOGWOOD
HCK = HICKORY
M = MAPLE
P = PINE
SG = SWEETGUM
TX = TWIN

NORTH BASED ON
STATE PLAIN COORDS
(GA. WEST ZONE)

in my professional opinion, this property
does not lie within the 100 year flood plain
as shown on the FLOOD INSURANCE RATE MAP.
Community No.: 130078 0090 D
Dated: MARCH 18, 1996

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

GRAPHIC SCALE: 1 inch = 100 feet



land surveyors - planners

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

PREPARED FOR:

DOMINION PARTNERS, LLC

LAND LOTS 29 & 30

6th DISTRICT

FAYETTE COUNTY, GA.

SCALE: 1" = 100'

DATE OF SURVEY: 11/29/06

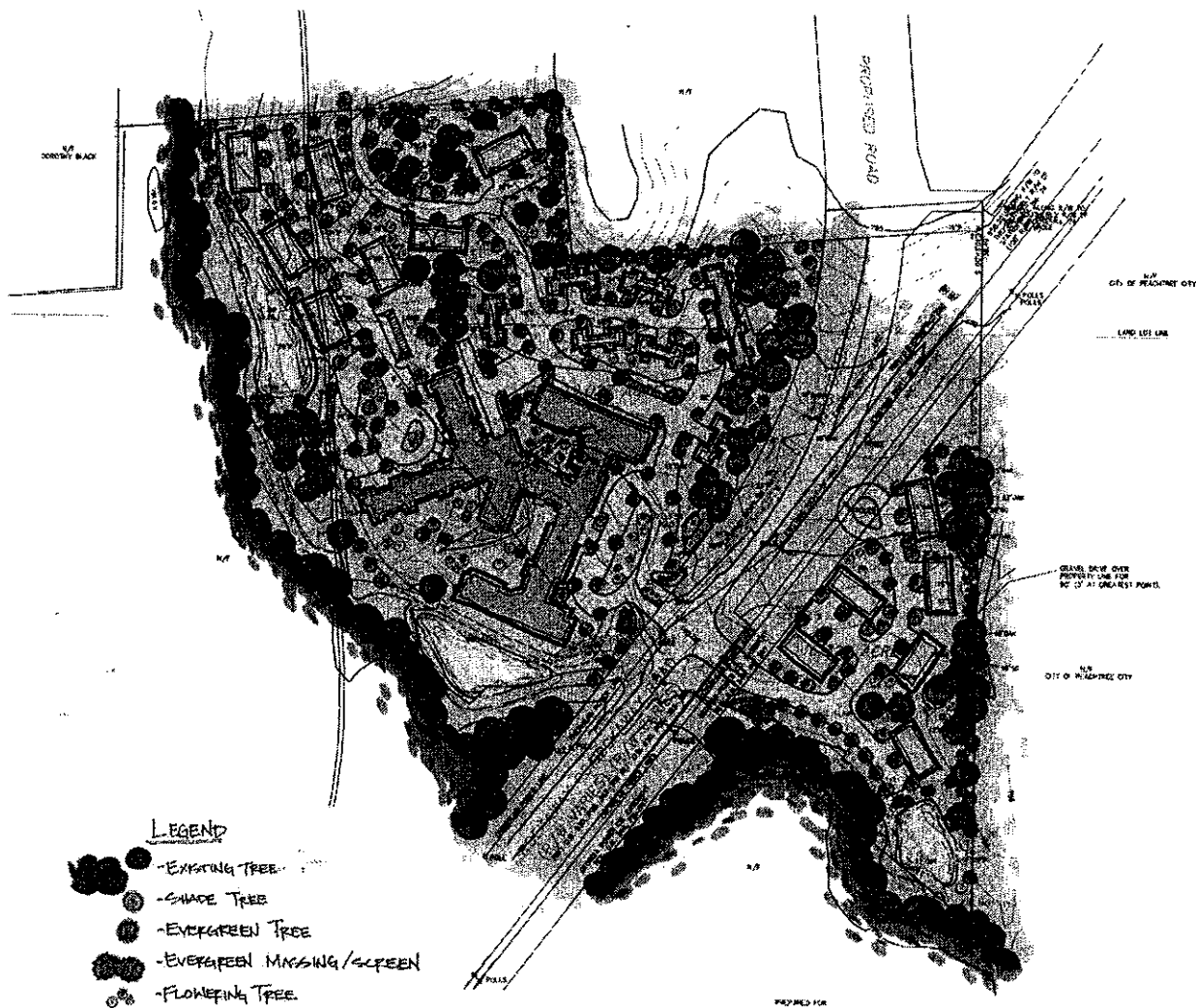
DATE OF DRAWING: 07/25/07

REF.

JOB NO. 991221

"NOT FOR RECORDING"

THE BOUNDARY DATA WAS TAKEN FROM A PREVIOUS SURVEY BY THIS OFFICE FOR CATHRYN REDWINE STEPHENS DATED 12/11/98. NO UPDATED BOUNDARY SURVEY WAS DONE IN THE PREPARATION OF THIS OF THIS PLAT.



- LEGEND**
- - EXISTING TREE
 - ⊙ - SHADE TREE
 - ⊙ - EVERGREEN TREE
 - ⊙ - EVERGREEN MASSING/SCREEN
 - ⊙ - FLOWERING TREE

UTILITIES PROTECTION CENTER
 CALL TREE
 1-800-285-7411
 THREE WORKING DAYS BEFORE YOU DIG



ROBERT & ASSOCIATES
 101-77412200 FAX 77412200
 100 CENTURY PLACE, SUITE 200
 ATLANTA, GEORGIA 30345
 WWW.RKA.NET

LAND PLANNING
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE

PROJECT:
 SOMERBY
 OF PEACHTREE CITY

REVISIONS:

NO.	DATE	DESCRIPTION

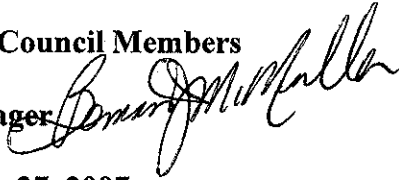
CONCEPT
 SCALE: 1" = 100'-0"
 DATE: 9/1/2007
 DRAWN BY: [blank]
 PROJECT MANAGER: [blank]
 QA/QC ENGINEER: [blank]

PROJECT NO.
 P7-232

C1.0

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: September 27, 2007
SUBJECT: Consider Ordinance Amendment – Procedure for Appointing Mayor or Council Members
October 4, 2007, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment for appointing Council Members or the Mayor.

Discussion:

At the September 6, 2007, City Council Meeting, Council expressed concern that there was no definitive resolution in the event of a tied vote for an appointee. Staff has added verbiage that, in the event of a tied vote, whichever candidate received the highest score in the first round of voting would be selected. In the event that the first round scores are tied, the decision would be made between the two highest scoring candidates by a coin flip.

Budget Impact:

This item has no budgetary impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE PROCEDURE FOR APPOINTING COUNCIL MEMBERS OR THE MAYOR; AND FOR OTHER PURPOSES.

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

Section 1. Article II, Chapter 2 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 2-22. Procedure for appointing council members or mayor.

In the event that city council is authorized to appoint an individual to fill a vacancy on the council, the following procedure shall be followed:

- (1) Within five days of the occurrence of a vacancy on the city council, the mayor shall declare that a council seat is vacant and shall direct the city clerk to publish a notice in the legal organ of the city that the seat is vacant and that the city will accept applications from all citizens who are legally eligible to hold an elected council position.
- (2) Applications shall be accepted by the city clerk beginning Monday following the date the notice set forth in section 2-22(a) is published. Applications shall be accepted for one business week from 8:30 a.m. to 4:30 p.m. Monday through Friday unless such week contains a legal holiday in which case applications shall be accepted on the remaining business days of that week.
- (3) During the week following the acceptance of the applications on a date and time set by the mayor, the city council shall interview each of the applicants separately in a public meeting, with applicants waiting outside the meeting until their time to interview. The interviews shall consist of an oral presentation of no more than five minutes made by each candidate to the city council and no more than two questions from any single member of the city council to each applicant, with a limit of two minutes per applicant response to each question.
- (4) After all of the interviews are completed, each member of the city council shall rate the four applicants of whom he or she would like to have as a finalist for the appointment. The council members shall give a rating of "4" to his or her favorite applicant, a "3" to his or her next

Deleted: all

favorite, and so forth. If there are only three or four applicants, then the city council shall rate only two such applicants. If there are only two applicants, then the city council shall exclude this vote and proceed on to the procedure set forth in subsection 2-22(6).

(5) The four applicants who receive the highest aggregate points shall be the four finalists. If more than one applicant ties for the fourth highest aggregate points, then all of those applicants who so tied shall also be included as a finalist. If the city council is only selecting two applicants to be finalist as provided in subsection 2-22(4), then the same procedure as set forth in this section shall be followed, but for only two finalists as opposed to four.

(6) The finalists shall be further interviewed by the city council in a common session. After the interviews are completed, the mayor shall instruct the city council to rank each of the finalists in writing by assigning the number equal to the number of finalists for his or her favorite finalist (e.g., if there are four finalists, then the favorite would receive a ranking of "4"), a ranking of one less than the number of finalists for his or her second favorite (e.g., if there are four finalists, then the second favorite would receive a ranking of "3"), and so forth so that a numerical rating is given to each finalist. The finalist with the highest aggregate score shall be appointed as a council member for the vacant seat.

(7) In case there is a tie for the finalist with the highest aggregate score, then the City Manager and City Attorney will announce that there is a tie. The mayor shall instruct the city council to rank each of the finalists that tied the highest aggregate score in writing by assigning the number equal to the number of tied finalists for his or her favorite finalist (e.g., if there are two finalists that are tied, then the favorite would receive a ranking of "2"), a ranking of one less than the number of finalists for his or her second favorite (e.g., if there are two finalists tied, then the second favorite would receive a ranking of "1"), and so forth so that a numerical rating is given to each finalist. The finalist with the highest aggregate score shall be appointed as a council member for the vacant seat. In the event of a tie for the highest aggregate score, then the procedure set forth above shall continue until two finalists remain. If the procedure is conducted again with only two finalists and a tied result, the mayor will initiate discussion between council members and a subsequent round of voting will be held. In the event of a tie, the City Manager and City Attorney will consult the Round One scores for the tied finalists, and whichever finalist had the higher aggregate score in Round One shall be appointed to the vacant seat. In the event of a tie among the same candidates in Round One, the Mayor shall indicate which of the two tied candidates shall be considered "heads" and the City Attorney shall flip a coin to determine the appointment for the vacant position. After a candidate is identified to fill the vacant position, a motion shall be made, seconded, and voted upon to appoint the applicant to the vacant council position.

(8) All written votes shall be counted by the city manager and city attorney.

(9) All written votes shall contain the name of the voting council member and shall be maintained following the meeting by the city clerk. All written votes are open records.

Deleted: then the mayor shall instruct the city council to vote publicly between the finalists who tied with the highest aggregate score. In the event the city council divides its vote equally between these finalists,

Deleted: the finalist who received the highest aggregate score next to the two finalists who tied for the actual highest aggregate score shall be appointed to the city council. In the event of a tie for the next highest aggregate score, then

Deleted: the next

Deleted: a

Deleted: finalist

Deleted: finalist

Deleted: s

Deleted: s

Deleted: continue until one of the remaining two applicants receives the highest aggregate score.

Deleted: is selected to by the city council to fill the vacant seat.

Deleted:

Deleted: 7

Deleted: 8

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This _____ day of _____ 2007.

Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Planner/ Zoning Administrator *David*

VIA: City Manager *James J. Miller*
Developmental Services/Director *David*

DATE: September 27, 2007

SUBJECT: Request from Outer Marker Properties, LLC to lift moratorium on multi-family housing, Redwine Road tract
October 4, 2007 City Council Agenda

Recommendation:

At the request of the Applicant, Staff recommends that Council continue discussion of this item until the October 18, 2007 agenda.

Discussion

The request to lift the moratorium on multi-family housing for the proposed development was submitted on September 4, 2007. In accordance with the requirements identified within Section 1404 of the city's Zoning Ordinance, the request was properly advertised and placed on the next available City Council agenda as a Public Hearing.

The Applicant notified Staff on September 24, 2007 via e-mail requesting that the Public Hearing be rescheduled, as they would be in Washington DC from October 3-5 attending a senior housing conference. Because the legal ad was already posted and the Public Hearing scheduled, the item must be officially continued by action of City Council.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Planner/ Zoning Administrator *David*

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

DATE: September 27, 2007

SUBJECT: Request from Outer Marker Properties, LLC to consider Step One annexation application for 13.57-acre tract of land on Redwine Road
October 4, 2007 City Council Agenda

Recommendation:

At the request of the Applicant, Staff recommends that Council continue discussion of this item until the October 18, 2007 agenda.

Discussion

The request to consider the Step One annexation application for the referenced tract was submitted on September 10, 2007. In accordance with the requirements identified within Section 704 of the city's Zoning Ordinance, the request was properly advertised and placed on the next available City Council agenda as a Public Hearing.

The Applicant notified Staff on September 24, 2007 via e-mail requesting that the Public Hearing be rescheduled, as they would be in Washington DC from October 3-5 attending a senior housing conference. Because the legal ad was already posted and the Public Hearing scheduled, the item must be officially continued by action of City Council.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: September 24, 2007

SUBJECT: Alcohol License – NEW – Mulligans
October 4, 2007, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Mulligans, a sports bar to be located at 200 Market Place Connector, has submitted a request for a new alcohol license. Ms. Chong Ae Han has requested she be appointed as the Licensee and the License Representative. She will attend the meeting on Thursday, October 4th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for distilled spirits (\$5,000), plus \$500 for Sunday Sales.

BT:pd

Attachments

Application For Alcoholic Beverage License

Business Name: MDIC, INC / MULLIGANS	Business Location: 200 MARKET PLACE CONNECTOR PEACHTREE CITY, GA 30269	Business Phone Number: PEACHTREE CITY, GA 30269
Nature of Business: SPORTS BAR	Mailing Address: 200 MARKET PLACE CONNECTOR PEACHTREE CITY, GA 30269	Business Phone Number:
Name of Licensee: CHONG AE HAN	Home Address: 955 WHITE BIRCH WAY LAWRENCEVILLE, GA 30043	Home Phone Number: 404-451-0029
Name of License Representative: CHONG AE HAN	Home Address: 955 WHITE BIRCH WAY LAWRENCEVILLE, GA 30043	Home Phone Number: 404-451-0029

Please indicate type of licenses applying for:

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
X	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:
CHONG AE HAN	955 WHITE BIRCH WAY LAWRENCEVILLE, GA 30043	404-451-0029

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

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City:

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

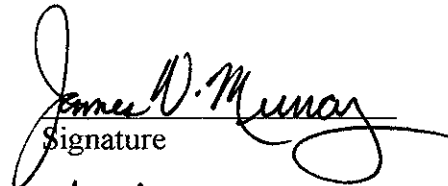
Chong Ae Han

Name

955 White Birch Way Lawrenceville, GA 30043

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 narcotics or drugs within five (5) years prior to the date of the application for this license.



Signature

Sept. 12, 2007
Date

Mayor R.M. Durkin
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Acting City Clerk

DATE: September 24, 2007

SUBJECT: Alcohol License – NEW – Bia's
October 4, 2007, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Bia's, a restaurant to be located at 300 City Circle, has submitted a request for a new alcohol license. Mr. Yousuf Hasan has requested he be appointed as the Licensee and the License Representative. He will attend the meeting on Thursday, October 4th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for malt beverage and wine (\$1,350), plus \$500 for Sunday Sales.

BT:pd

Attachments

Application For Alcoholic Beverage License

Business Name: BIA'S - PEACHTREE CITY	Business Location: 300 CITY CIRCLE, PEACHTREE CITY	GA 30269
Nature of Business: RESTAURANT	Mailing Address: PO BOX 18985, ATLANTA, GA	Business Phone Number: 404-607-1486
Name of Licensee: YOUSUF HASAN	Home Address: #926 923 PEACHTREE ST, ATL, GA 30309	Home Phone Number: 404-921-4220
Name of License Representative: SAME	Home Address:	Home Phone Number:

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
YOUSUF HASAN, BIA'S PEACHTREE CITY LLC.	923 PEACHTREE CITY #926 ATLANTA GA 30309	404-607-1486

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

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City:

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

Yousuf Hasan

Name

923 Peachtree Street #926 Atlanta, GA 30309

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 narcotics or drugs within five (5) years prior to the date of the application for this license.

James V. Murray
Signature

Sept. 20, 2007
Date

Major R.M. Butler
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager 

DATE: September 28, 2007

SUBJECT: Proposed Changes to Peachtree City Tourism Association Board
October 4, 2007, City Council Meeting

Recommendation:

That Council postpone discussion of this item until the November 1, 2007, City Council Meeting.

Discussion:

At the August 16 meeting, Council asked staff and the Peachtree City Tourism Association (PCTA) Board to look at possibly changing the makeup of the board. PCTA Chairman David Ring has indicated that the board should reach agreement on a finalized recommendation at their October meeting, and forward that recommendation to Council for consideration at that time.



September 28, 2007

Mayor Logsdon & Council,

At the September Peachtree City Tourism Association meeting, the issue of restructuring the PCTA Board of Directors was discussed. No formal decision was made. There was consensus that the policy of 80% for a quorum should be changed to a simple majority of board members constituting a quorum.

I anticipate that the board will discuss at the PCTA October 9th board meeting the additional positions of ex officio non-voting members. Suggested additions discussed included a representative of the City Council, Fayette County Development Authority, PTC Airport Authority as well as tourism related business associations in PTC.

Following a formal vote, our recommendations will be forward to the Council.

Sincerely yours.

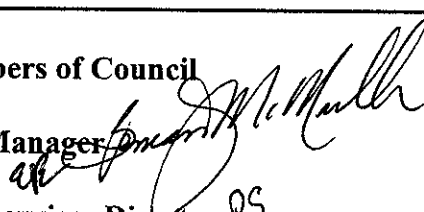
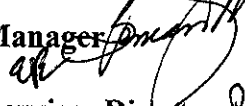
A handwritten signature in black ink, appearing to read "David Ring". The signature is fluid and cursive, with a large loop at the end. Below the signature, the name "David Ring" is printed, followed by "Chairman" and "PCTA" on separate lines.

David Ring
Chairman
PCTA

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Ed Eiswerth, Fire Chief 
Paul Salvatore, Financial Services Director P.S. 
Janet Camburn, Assistant Financial Services Director 
Angela Egan, Purchasing Agent 

FROM: Captain Jeff Koldoff, Apparatus Committee Chairman 

DATE: August 22, 2007

SUBJECT: Request to Purchase Rescue/Pumper (FY2008)
October 4, 2007, Council Agenda

Recommendation: Staff recommends the purchase of a Rescue/Pumper (Engine 81 replacement) from Rosenbauer America/Central States (Southern Emergency Products – Dealer) for \$414,652, originally scheduled in the FY2007 budget but deferred to FY2008. This will finish the replacement of all the fire engines with a standardized fleet.

Discussion: This particular bid is from a follow-on bid, attached to the City's bid request received on March 30th, 2006. At that time, bidders were asked to submit an add-on bid for an identical vehicle for the following budget year (FY2007). In other words the bids were for two identical rescue/pumpers to be purchased in FY2006 and FY2007.

Rosenbauer have extended their original bid at the same price to December 31st, 2007 (see attachment) for the second rescue/pumper which originally expired on December 31st, 2006. Staff highly recommends utilizing this extended bid submittal because a request for new bidding would result in probable increases in pricing.

The bid amount for the rescue/pumper is \$414,652.00, and as with previous Rosenbauer America bid submittals, there is an available discount. This discount amount is \$7,087.00 if Peachtree City pays for the chassis on its delivery to the factory, which is approximately 120 days from bid award. The chassis price on the Spartan Gladiator Custom Chassis is \$199,265.00, and this partial payment discount is something the city has utilized before. The staff recommends the payment of the chassis on delivery to the plant. Delivery on the completed vehicle is approximately 345 days from bid award.

The Department has been very happy with all the Rosenbauer fire vehicles purchased to date. Public Works has a very good relationship with Central States so when the occasional problem occurs it is resolved within a reasonable time. The Department's intent was to have three rescue/pumpers standardized. This cuts down training, repairs and operating issues.

Budget Impact: The budgeted amount for this purchase (vehicle and associated equipment) in FY 2008 budget is \$421,320.00



SOUTHERN EMERGENCY PRODUCTS

Andrew C. Blesch
President - Sales/Marketing
6203 Jim Snow Way
Chattanooga, TN 37421

March 28, 2007

Peachtree City Fire Department
Chief Ed Eiswerth
105 Peachtree Parkway North
Peachtree City, GA 30269

Chief Eiswerth

This letter is to inform your department that Rosenbauer / Central States will hold the price of the pumper apparatus currently in production until December 31, 2007. This price includes the additional cost of the chassis as stated in the original bid documents to cover the increase for the new 2007 emissions.

The total cost for the additional pumper apparatus will be \$414,652.00.

This cost includes Change Orders #1 and #2 as approved by the department following the preconstruction conference on the current pumper as well as the additional \$15,000 to cover chassis increases. Please note that any further changes to the additional pumper will be added or credited to the department as required.

Thank you,

Andrew Blesch
Southern Emergency Products

Rosenbauer America / Central States



To: Peachtree City Purchasing Department
151 Willowbend Road
Peachtree City, GA 30269

3/28/2007

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Peachtree City Purchasing Department, hereinafter called the BUYER and an officer of Central States Fire Apparatus, LLC, a division of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Central States Custom 1500 GPM Pumper Apparatus Body	\$215,387.00
Spartan Gladiator Evolution Custom Chassis	<u>\$199,265.00</u>

TOTAL ... \$414,652.00*

Four Hundred Fourteen Thousand Six Hundred Fifty Two Dollars

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

Delivery: The estimated delivery time for the completed apparatus, is to be made 345 days after receipt of and approval of this contract duly executed, (chassis must arrive within 120 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

*Note: If chassis is paid for upon arrival at plant in Lyons, SD, deduct \$7,087.00.

The amount in this proposal shall remain firm until 12/31/2007.

Respectfully submitted,

BUYER

DEALER Southern Emergency Products

We accept the above Proposal and
enter into contract with signature below.

Sales Representative Andrew C. Blesch
Andrew C. Blesch

Title _____

Title _____

Date _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

CENTRAL STATES FIRE APPARATUS, LLC

Title _____

Date _____

Central Division
100 Third Street
PO Box 57
Lyons, SD 57041
605-543-5591
605-543-5593 Fax
sales@centralfire.com
www.centralfire.com

General Division
5181 260th Street
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
gsefa@aol.com

RK Aerials, LLC
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
rkadders@hotmail.com

READY TO SERVE



To: Peachtree City Purchasing Department
151 Willowbend Road
Peachtree City, GA 30269

3/28/2007

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Peachtree City Purchasing Department, hereinafter called the BUYER and an officer of Central States Fire Apparatus, LLC, a division of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Central States Custom 1500 GPM Pumper Apparatus Body	\$215,387.00
Spartan Gladiator Evolution Custom Chassis	<u>\$199,265.00</u>

TOTAL ... \$414,652.00*

Four Hundred Fourteen Thousand Six Hundred Fifty Two Dollars

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

Delivery: The estimated delivery time for the completed apparatus, is to be made 345 days after receipt of and approval of this contract duly executed, (chassis must arrive within 120 days or delivery may be delayed), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

*Note: If chassis is paid for upon arrival at plant in Lyons, SD, deduct \$7,087.00.

The amount in this proposal shall remain firm until 12/31/2007.

Respectfully submitted,

BUYER

DEALER Southern Emergency Products

We accept the above Proposal and
enter into contract with signature below.

Sales Representative Andrew C. Blesch
Andrew C. Blesch

Title _____

Title _____

Date _____

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

CENTRAL STATES FIRE APPARATUS, LLC

Title _____

Date _____

Central Division
100 Third Street
PO Box 57
Lyons, SD 57041
605-543-5591
605-543-5593 Fax
sales@centralfire.com
www.centralfire.com

General Division
5181 260th Street
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
gsafa@aol.com

RK Aerials, LLC
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
rkladders@hotmail.com

READY TO SERVE

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Bernard McManis*
Financial Services Director P.S.
Assistant Financial Services Director *J*
Purchasing Agent *we*
Developmental Services Director *David*

FROM: City Engineer *David A. Bokowski*

DATE: September 27, 2007

SUBJECT: Agreement between City of Peachtree City and the Water and Sewerage Authority on Driveway Improvements
October 4, 2007 City Council Meeting

Recommendation:

Staff recommends approval of the attached Intergovernmental Agreement between Peachtree City and the Water and Sewerage Authority (WASA) for the not to exceed amount of \$20,372 for driveway improvements at 1127 Highway 74 South.

Discussion:

Because of ongoing drainage issues at the entrance to the WASA and the Peachtree City Recreation Maintenance facility on State Route 74, the Georgia Department of Transportation (DOT) required that drainage modifications be made. City staff met several times with representatives of the DOT and WASA to discuss the problem, the causes and the solutions.

WASA contracted with Integrated Science and Engineering to develop a drainage plan that would fix the problem. This drainage plan has been developed, reviewed by WASA and approved by the City. The DOT also approved the plan and construction is currently underway.

The total cost of the project is \$40,744. Staff negotiated with WASA to pay for 50% (\$20,372) of the cost of the project due to part of the stormwater run-off comes from City property. Staff believes the cost share is very reasonable.

Budget Impact:

Staff recommends that the cost for the drainage improvements come from the Stormwater Utility Line Item 521-4250-52-1245 (Contractual Services).

Attachment

cc: City Engineer's File
City Manager

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2007, by and between PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a body politic, acting by and through the Members of the Peachtree City Water and Sewage Authority (hereinafter referred to as "WASA"), and the CITY OF PEACHTREE CITY, a political subdivision and municipality of the State of Georgia, acting by and through its Mayor and Council (hereinafter referred to as the "City"), to provide for improvements to be made at 1127 Highway 74 South, Peachtree City, Georgia 30269 (hereinafter the "Subject Property").

WITNESSETH;

WHEREAS, WASA and the City currently use a driveway off of Georgia Highway 74 to access the Subject Property (hereinafter "Driveway"); and

WHEREAS, WASA is the owner of the Subject Property and uses the Driveway for access to its buildings and improvements located thereon; and

WHEREAS, the City also uses the Driveway to access a storage and maintenance facility located adjacent to the Subject Property; and

WHEREAS, the Georgia Department of Transportation is currently necessitating a change to the existing Driveway; and

WHEREAS, WASA and the City desire the proper construction of a revised Driveway off of Georgia Highway 74 to access the Subject Property; and

WHEREAS, WASA and the City desire to coordinate their efforts and work together in the construction of a revised Driveway pursuant to standards consistent with State and City requirements;

NOW, THEREFORE, for and in consideration of the premises and conditions as hereinafter provided, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.

WASA and the City hereby agree to coordinate their efforts, as hereinafter provided, in the construction of the revised Driveway (the "Project"). Said Project is more particularly described in the "Driveway Improvement Plans for Water and Sewerage Authority", with City Comments Revision date of June 19, 2007, as maintained in the Office of the City Engineer of the City.

2.

WASA RESPONSIBILITIES

WASA agrees to bear, and shall bear, the following responsibilities with respect to the construction of the Project:

- a. WASA agrees to construct the Project in accordance with the Plans referenced in Paragraph One (1) of this Agreement.
- b. File notices and obtain all necessary approvals or permits with the Environmental Protection Division of the Georgia Department of Natural Resources necessary for compliance with the NPDES construction activity permit. WASA shall also provide for the installation, maintenance and monitoring of all Erosion and Sedimentation Controls for the Project in order to stay in compliance with said NPDES

regulations until such time as the Project has been completed and Project limits stabilized to the specifications indicated in the contract documents.

c. All costs associated with the relocation of any utilities which are located within the Project area.

d. Obtain all necessary approvals from the Georgia Department of Transportation with respect to the Project.

e. Provide for the completion of the Project and enter into all necessary contracts for the design and construction of the Project.

3.

CITY RESPONSIBILITIES

The City shall contribute an amount equal to Fifty percent (50%) of the cost for constructing the Project; provided, however, that the amount to be paid by the City shall not exceed the sum of \$Twenty Thousand Three Hundred Seventy-two Dollars (\$20,372.00. WASA and City agree that the City shall have no further financial responsibility for the Project other than the obligations set forth in this Section Three (3).

4.

INDEMNIFICATION

To the fullest extent permitted by law, WASA agrees to and hereby does defend, hold harmless and indemnify the City and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to attorney's fees, incurred or suffered by the City that arise out of, or result from, the Project or construction thereof, which are not incurred or suffered due to the

negligence of the City. The parties warrant that both the City and WASA will be listed as a named insured under any contracts entered into by WASA with any third parties to construct the Project or any phase of the Project.

5.

WASA PROJECT

WASA and the City agree that the majority of the Project is on WASA's property. In no manner shall the Driveway be deemed a City road or City property. Unless otherwise agreed, the maintenance and repair of the Driveway shall be the sole responsibility of WASA.

6.

SECURING OF WORK SITE

The City agrees to assist WASA where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials as are left by WASA, its agents or employees, at the close of each working day.

7.

FUNDING FOR THE PROJECT

WASA and the City agree that the City's Responsibilities require the City to financially contribute to the Project consistent with the procedure described within Section 3 herein. WASA agrees to supply the balance of the funding to complete the Project. WASA and the City further agree that all funds, by way of refunds, contributions, etc., received from any entity to assist in the construction of the Project shall be credited to WASA and the City on a pro-rata basis based on the sum paid by each for the Project.

8.

ENTIRE AGREEMENT

This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties, and representations between the parties hereto with respect to the subject matter of this Agreement, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to such subject matter. Any and all prior agreements with respect to the matters set forth herein are hereby suspended and canceled by this Agreement. This Agreement is, and is intended by the parties to be, an integration of any and all prior agreements or understandings, oral or written, with respect to the subject matter of this Agreement.

9.

AMENDMENT

This Agreement and the provisions hereof may be amended, modified, or supplemented in whole or in part by a written instrument making express reference to this Agreement and executed by WASA and the City.

10.

SEVERABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

11.

COOPERATION

On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement. Time is and shall be of the essence in this Agreement.

12.

LAW AND INTERPRETATION

This Agreement shall be interpreted, construed, and enforced and shall be governed by the laws of the State of Georgia, without regard to its conflicts of laws and principles. Any cause of action between the parties which arises out of this Agreement shall be brought in a court of competent jurisdiction in Fayette County, Georgia. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. With respect to each and every term and provision in this Agreement, the parties understand and agree that the same have or has been mutually negotiated, prepared, and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or provision, no consideration shall be given to the issue of which party hereto actually prepared, drafted, or requested any term or condition of this Agreement.

13.

OTHER AGREEMENTS

This Agreement shall be separate from any other agreements between the City and WASA.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year as first above written.

**PEACHTREE CITY WATER
AND SEWERAGE AUTHORITY**

By: _____
Chairperson of the Peachtree City
Water and Sewerage Authority

(SEAL)

Attest:

Clerk

PEACHTREE CITY, GEORGIA

By: _____
HAROLD LOGSDON, Mayor

(SEAL)

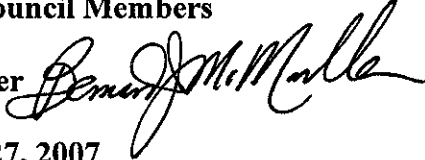
Attest:

Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager 

DATE: September 27, 2007

SUBJECT: Consider Pay Plan Addition – Part-Time Firefighters
October 4, 2007, City Council Meeting

Recommendation:

That Council approve adding the part-time Firefighter/EMT and part-time Firefighter/Paramedic positions to the City's pay plan at the same pay grade as the corresponding full-time positions, effective October 1, 2007.

Discussion:

The Assistant Fire Chief has requested that the salaries for part-time Firefighters be adjusted to reflect the hourly rate paid to the full-time employees holding the same positions. Both positions have the same job descriptions and are scheduled 24-hour shifts, but vary in the number of shifts worked each month.

Since October of 2001, part-time Firefighter/EMTs have been hired at \$10 per hour, and part-time Firefighter/ Paramedics have been hired at \$11 per hour. Employees in these positions earn a \$0.25 per hour salary increase for each year of service, with the increase rising to \$0.50 per hour after the third and sixth years of service.

Correspondingly, as of October 1, full-time Firefighter/EMTs will be hired at \$11.91 per hour and full-time Firefighter/Paramedics will be hired at \$13.14 per hour. Both are subject to any annual Cost of Living Increase approved by Council in the annual budget, and receive annual merit increases of 1.5%, 3%, or 4.5% based on performance evaluations.

The Fire Department would like to include the part-time positions in the pay plan so that the starting salary and increases occur regularly without having to return periodically for an approved increase. Adding the part-time Firefighters to the pay plan will be similar to existing part-time Library and Customer Service Representative positions that are paid at the same rate as the corresponding full-time positions. It will also ensure annual evaluations of the part-time firefighters, with increases based on performance as well as longevity.

The proposal includes increasing the pay of all part-time Firefighter Paramedics by the \$1.91 amount and all Firefighter Paramedics by the \$2.14 amount, and then bringing them to the next valid step on the pay scale

The attached table shows the current salaries and the impact of implementing the new program.

Budget Impact:

Based on the past six months scheduling of part-time Firefighters, this item is anticipated to increase the part-time salaries in the department by \$36,067 in FY 2008. However, the department indicates that there are adequate funds in the existing budget to implement the program without requesting additional part-time salary funding.

Attachments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Bernie McMullen, City Manager
Paul Salvatore, Finance Director P.S.
Brenda Rogers, Human Resources Director *BR*
Betsy Tyler, Acting Administrative Director / City Clerk *BT*
Edwin Eiswerth, Fire Chief *W*

FROM: Peki F. Prince, Assistant Fire Chief *PFP*

DATE: August 06, 2007

SUBJECT: Part Time Firefighter Pay

Discussion:

In October of 2001 the Peachtree City Fire Department raised the part-time salaries for paramedics and EMT's to \$11.00 for paramedics and \$10.00 for EMT's. The Department also instituted a pay raise schedule that correlated to the number of years the part time employee had with the department. The schedule that was developed is as follows:

a. 2002 - 1 st year:	+\$0.25 per hour
b. 2003 - 2 nd year:	+\$0.25 per hour
c. 2004 - 3 rd year:	+\$0.50 per hour
d. 2005 - 4 th year:	+\$0.25 per hour
e. 2006 - 5 th year:	+\$0.25 per hour
f. 2007 - 6 th year:	+0.50 per hour

In 2001 the part-time pay scale for Peachtree City Fire Department was competitive with other fire and hospital based services in the Metro-Atlanta area that utilize part time paramedics and EMT's. Over the past six years the pay scale that Peachtree City utilizes has not only been surpassed with the average per hour wage in the metro area being \$3.53 higher than Peachtree City Fire Department but the low pay scale has also become a hindrance for attracting and maintaining quality employees. See chart one.

Recommendation:

The Fire Department understands that to raise the part time salaries to the average per hour wage for Metro- Atlanta of \$14.53 per hour would not be fiscally responsible. Due the fact the education, certifications and duty requirements are the same for both the full time and part time positions the Fire Department is requesting that the starting part time per hour wage be bought up to the starting wage for their full time counterpart, \$11.91 for an EMT-I and \$13.14 for a Paramedic, effective October 1, 2007. Under the current pay scale that would be an average increase for the EMT level of \$1.91 and the paramedic level of \$2.23. The part time program would also have to be augmented to include yearly performance evaluations based on the

employees hire date with corresponding pay increases as dictated by the overall evaluation along with the yearly cost of living adjustments. The Department would like to implement this on October 1, 2007.

Budgetary Impact:

As shown in Chart Two, each part time employee would have their individual pay increased to bring their pay up to the current starting salary of their full-time counterparts. Adding the adjustments to place each employee in the appropriate step and grade the increase in the part time line item would have an increase of 12% over the present budget. In FY 2008 the line item for part time personnel was increased to accommodate the purposed pay increase and increased hours to be covered for additional full time personnel. There will be no request for additional money for the part time line item in FY 08 budget.

Attachments: 2

Chart One

Comparison Pay Scale for Part Time Employees in the Metro-Atlanta Area

<u>Location</u>	<u>Starting Pay</u> (per hour)	<u>Comparison to PTC FD</u> (part time - paramedic pay scale)
PTC Paramedic / Firefighter - Full time	\$12.88	N/A
PTC Paramedic / Firefighter - Part time	\$11.00	\$1.88
PTC EMT / Firefighter - Full time	\$11.68	N/A
PTC EMT / Firefighter - Part time	\$10.00	\$1.68
Fulton County Fire Department (<i>non transport</i>)	\$19.50	\$8.50
Roswell Fire Department (<i>non transport</i>)	\$13.50	\$2.50
Sandy Springs Fire Department (<i>non transport</i>)	\$13.00	\$2.00
Grady EMS (EMS ONLY)	\$16.49	\$5.49
Southern Regional Hospital (<i>Emergency Dept.</i>)	\$14.32	\$3.32
Dekalb Medical Hospital (<i>Emergency Dept.</i>)	\$15.00	\$4.00
Grady Hospital (<i>Emergency Dept.</i>)	\$12.40	\$1.40
Piedmont / Fayette Hospital (<i>Emergency Dept.</i>)	\$12.13	\$1.13
Egleston Hospital (<i>Emergency Dept.</i>)	\$15.00	\$4.00
Scottish Rite Hospital (<i>Emergency Dept.</i>)	\$14.00	\$3.00
Median	\$14.16	\$3.16
Average Pay Above PTC FD (paramedic pay)	\$14.53	\$3.53

Chart Two

Six Month Evaluation of Part Time Hours Worked and Pay

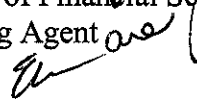
Time Frame: 01/01/2007 - 06/12/2007

<u>Employee</u>	<u>Hours Worked PT (6 month period)</u>	<u>Total Dollar Amount PT (6 month period)</u>	<u>Current Hourly Wage Part Time</u>	<u>Projected Increase Part Time</u>	<u>Projected Hourly Part Time</u>	<u>Next Pay Step</u>	<u>Cost Projection (6- month)</u>	<u>1-Year Projected Cost Increase</u>
Davis, J	121	\$1,482.25	\$12.25	\$1.91	\$14.16	\$14.24	\$1,723.04	\$481.58
Davis, L	424	\$4,664.00	\$11.00	\$1.91	\$12.91	\$13.02	\$5,520.48	\$1,712.96
Ammerman	464.5	\$5,341.76	\$11.50	\$1.91	\$13.41	\$13.41	\$6,228.95	\$1,774.37
Henson	541.5	\$5,956.50	\$11.00	\$1.91	\$12.91	\$13.02	\$7,050.33	\$2,187.66
Clark	295.25	\$3,026.31	\$10.25	\$1.91	\$12.16	\$12.27	\$3,622.72	\$1,192.82
Raynor	891.5	\$9,137.88	\$10.25	\$1.91	\$12.16	\$12.27	\$10,938.71	\$3,601.65
Witchousky	80	\$800.00	\$10.00	\$1.91	\$11.91	\$11.91	\$952.80	\$305.60
McMiller	216	\$2,160.00	\$10.00	\$1.91	\$11.91	\$11.91	\$2,572.56	\$825.12
Matheson	293.5	\$2,935.00	\$10.00	\$1.91	\$11.91	\$11.91	\$3,495.59	\$1,121.17
Scott	651.5	\$6,515.00	\$10.00	\$1.91	\$11.91	\$11.91	\$7,759.37	\$2,488.73
Hogan	664.25	\$6,642.50	\$10.00	\$1.91	\$11.91	\$11.91	\$7,911.22	\$2,537.44
Roach	247	\$2,470.00	\$10.00	\$1.91	\$11.91	\$11.91	\$2,941.77	\$943.54
Hemmings	156	\$1,560.00	\$10.00	\$1.91	\$11.91	\$11.91	\$1,857.96	\$595.92
Padberg	24	\$240.00	\$10.00	\$1.91	\$11.91	\$11.91	\$285.84	\$91.68
Delay	816	\$10,200.00	\$12.50	\$2.14	\$14.64	\$14.81	\$12,084.96	\$3,769.92
Fannin	731	\$9,509.50	\$13.01	\$2.14	\$15.15	\$15.26	\$11,155.06	\$3,291.12
Richardson	674.25	\$8,428.13	\$12.50	\$2.14	\$14.64	\$14.81	\$9,985.64	\$3,115.03
Yoders	471	\$6,123.00	\$13.00	\$2.14	\$15.14	\$15.26	\$7,187.46	\$2,128.92
Sherrer	401.5	\$4,617.26	\$11.50	\$2.14	\$13.64	\$13.75	\$5,520.63	\$1,806.73
London	278	\$3,058.00	\$11.00	\$2.14	\$13.14	\$13.14	\$3,652.92	\$1,189.84
Akin	211.5	\$2,326.50	\$11.00	\$2.14	\$13.14	\$13.14	\$2,779.11	\$905.22
Total	8,653.25	\$97,193.59					\$115,227.09	\$36,067.01

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Peachtree City Council

THROUGH: Bernard McMullen, City Manager 
Paul Salvatore, Director of Financial Services P.S. 
Angela Egan, Purchasing Agent
Ed Eiswerth, Fire Chief 

FROM: Captain Tom Hughey, Fire Training Officer 

DATE: September 26, 2007

SUBJECT: Justification for Purchase Requisition – High-Temperature Linings

Recommendation:

Staff recommends that Council authorize the purchase of high-temperature lining tiles for the Fire Department's Burn Building from High-Temperature Linings, of Fairfax, VA, for the quoted price (materials and installation) of \$69,384.00.

Background:

Our Fire Department Burn Building was designed and constructed employing a state of the art heat resistive tile system that protects the structural components of the building from the excessive temperature ranges of fire training. Our current, interlocking, heat resistive tiles have proven to be extremely durable and it is our intention to expand the operational effectiveness of the building by adding additional burn rooms. Presently we are able to burn in a single room on both the first and second floor of the building; this project will add heat protection to areas 102 and 203.

The Fire Department conducted a review of products and systems on the market claiming structural heat protection utilizing the internet, national trade conferences and industry publications however no superior options to the High Temperature Linings brand of heat resistive tiles utilized in the original construction of the building were identified. City Engineer David Borkowski has also recommended against utilizing different products in different rooms for maintenance purposes. Therefore, upon the recommendation of Fire Department staff, the City Manager has authorized this name brand purchase.

High-Temperature Linings has their own team of installation technicians that install their product. As such, they are the only company capable of delivering and installing the High-Temperature Lining brand name tiles.

Budget Impact:

Total cost of project as attached: \$ 69,384.00

2008 PIP budget: \$ 75,000.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: October 28, 2007
SUBJECT: Nominate Representative for Fayette County Recreation Commission
October 4, 2007, Council Agenda

Recommendation:

Consider nominating Mr. George Martin for the Fayette County Recreation Commission, Post 2.

Discussion:

Staff was contacted by Fayette County Post 2 Commissioner Herb Frady on September 19, 2007 requesting that the City of Peachtree City nominate a representative to be considered to serve on the Fayette County Recreation Commission. Commissioner Frady indicated that he needed to make a recommendation to the County Board of Commissioners at an upcoming meeting in October.

The Fayette County Recreation Commission is a volunteer board comprised of representatives appointed by the Board of Commissioners. The composition of the commission is aligned with the geographic posts of the County Board of Commissioners and two at large positions. The commission members serve four-year terms.

Mr. George Martin, current Vice-Chairman of the Peachtree City Recreation Commission, has been a resident of Peachtree City for nine years. Mr. Martin has served on the Peachtree City Recreation Commission since January, 2003, and his current term expires December 31, 2008. Mr. Martin has been a valuable member of our commission and is willing to participate at the County level. Staff recommends that Council appoint Mr. Martin to serve a four-year term on the Fayette County Recreation Commission. The term would expire four years after the County Board of Commissioners approves his appointment.

Budget Impact:

None

BJM:nv

DAVIS & MEEKER, L.L.C.

**ATTORNEYS AT LAW
6631 WATSON STREET
UNION CITY, GEORGIA 30291**

**(770) 964-0228
FAX (770) 964-9730**

**THEODORE P. MEEKER, III
E-MAIL: tmeeker@fairburn.com**

TO: Mayor and Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: October 3, 2007

RE: Request for Quit Claim Deed regarding Stephens tract

I have received the attached request from the law firm of Foltz Martin, LLC concerning a title issue that has arisen concerning the Stephens property.

The issue is well-framed in the letter from Mitchell Bagwell dated October 1, 2007, a copy of which is attached. In particular, a survey of the Stephens property reflected a dirt road which was labeled as "Old Rockaway Road". The survey was prepared in 1999, and the surveyor does not recall why the dirt road was reflected on the survey as being the former Rockaway Road.

Title searches have found no deed or other conveyance to either the City or Fayette County regarding the "Old Rockaway Road" reflected on the survey. In other words, it appears that the City has no interest in the property. The title search was performed by the closing attorneys and confirmed by myself today.

From a title and title insurance standpoint, however, this issue has been raised and must be dealt with. To that end, the potential purchaser has requested that the City sign a Quit Claim Deed to reflect that, to the extent that the City has an interest in the road bed (which it seemingly does not), it conveys that interest to the potential purchaser. Stating it another way, the City will be conveying an interest in the property that it does not have. A copy of the proposed Quit Claim Deed is attached.

This request was delivered to my office yesterday, October 2nd. The urgency, and reason for it to be added to the agenda, is the pending closing of the property. The

information provided to me is that the closing is scheduled to occur next week, and prior the to the council meeting on October 18th.

Given that the City has no recorded interest in the property, and staff is not aware of any use of the property as a road, the recommendation is that the Council approve the Quit Claim Deed and authorize the Mayor to execute it on behalf of the City.

If you have any questions, please contact me.

TPM/

Return recorded document to:
Mitchell T. Bagwell, Esq.
Foltz Martin, LLC
Five Piedmont Center, Suite 750
Atlanta, Georgia 30305

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of October, 2007, by **City of Peachtree City**, a political subdivision of the state of Georgia, as party of the first part (hereinafter referred to as "Grantor"), in favor of **Cathryn Redwine Stephens**, a Georgia resident, as party of the second part (hereinafter referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 29 of the 6th District of Fayette County, Georgia, which tract is more particularly depicted as "Old Rockaway Road" on Exhibit "A", attached hereto and by this reference made a part hereof, and as more particularly described on Exhibit "B".

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

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered
in the presence of:

City of Peachtree City, a political subdivision
of the State of Georgia

Witness

By: _____
Name:
Title:

Notary Public

[NOTARY PUBLIC]

My Commission Expires:

[illegible]

EXHIBIT "B"

LEGAL DESCRIPTION

(to be inserted)

FOLTZ MARTIN LLC

A T T O R N E Y S A T L A W

5 PIEDMONT CENTER SUITE 750 ATLANTA GA 30305-1541
TELEPHONE 404-231-9397 / FACSIMILE 404-237-1659

October 1, 2007

VIA COURIER

Ted Meeker, Esq.
Davis & Meeker, LLC
6631 Watson Street
Union City, GA 30291

***Re: Request for Peachtree City to Quit Claim any interest in a driveway located on
the Stephens Property, Peachtree City, Georgia***

Dear Mr. Meeker:

Per our conversation last week, the undersigned represents Columbia Properties, Inc. ("Columbia"), who is purchasing property located at the intersection of Ga. Hwy 74 and Rockaway Road in Peachtree City, Georgia (the "Property"). The Property is owned by Mrs. Catherine Redwine Stephens. The Property contains a driveway (the "Driveway") stretching for about 1/2 mile between Ga. Hwy 74 and Rockaway Road, see Exhibit "A." The Driveway is not currently in use, and evidently it has not been used for a long time. For purposes of clearing title, we would like for Peachtree City to quitclaim any interest in the Driveway. For the reasons set forth below, we believe that the City has no interest in the Driveway, and we therefore request that the City execute the attached quitclaim deed to clarify the absence of any interest of the City.

Exhibit "A" is a survey performed by W.D. Gray and Associates, Inc. dated December 11, 1999 (the "Survey"). The Survey shows the Driveway as "Old Rockaway Road." We have asked the surveyor where he got his information that this was once Rockaway Road, and he advises us that he does not remember. (In fairness it has been eight years since this Survey was performed.) The surveyor has advised us that on his next survey, he will refer to the Driveway simply as an "Old Road."

We have walked and photographed the Driveway, and we have enclosed these photographs, see Exhibit "B". The photographs should give you a clear picture of the nature of the Driveway. The photographs show that there is no gravel, concrete or asphalt in the Driveway area. The surveyor has dug about 6 inches down into the bed and found no gravel, cement or asphalt.

The photos are numbered (1- 26). Photos 1-6 show where the Driveway ends near Rockaway Road. The photos show heavy foliage, and there is no connection between the

Driveway and Rockaway Road. In fact, Rockaway Road at this point is elevated (see photo 5) and thus no connection even seems possible. This lack of connection is also reflected in photo 26, taken from the bridge over Line Creek at Rockaway Road. You can see that the Driveway does not come out at Rockaway Road – it has ended, as evidenced by photos 1-6. Likewise, the Survey shows that the Driveway ends without connecting with Rockaway Road.

Photos 7-22 show the Driveway as it progresses from near Rockaway Road to Ga. Hwy 74. As you can tell, near Rockaway Road the Driveway is still very rough, and there is plenty of growth within the Driveway. The Driveway tends to thin out and become more passable closer to Ga. Hwy 74. I was comfortable taking my jeep, which is well suited for off road terrain, only about half way down the Driveway (Photo 17). There is no curb cut on Ga. Hwy 74 for the Driveway. Photo 23 shows that on the other side of Ga. Hwy 74 from the Driveway, there is a developed shopping center, Wilshire Pavilion, and thus the Driveway does not continue on the other side of the highway. Photo 24 shows a rusted pop-top can lying in the Driveway, the kind that hasn't been in use for at least twenty years, again indicating the lack of use of this Driveway.

Mrs. Stephens' son, Mr. Thomas Stephens, has advised us that to his knowledge and recollection, which dates back to the 1960s, this driveway has only been used as a path to get from one side of the Property to the other.

We obtained a copy of the current map of Peachtree City from the city clerk at the front desk at City Hall, which is attached as Exhibit "C." The Driveway is not shown.

We spoke with Mr. David Rast, the City Engineer, and he had no knowledge of this Driveway. He pulled several old maps from his office. Exhibit "D" is the Peachtree City Zoning Map, dated 1977, and Exhibit "D-1" is a Peachtree City "Composite Map" from the 1960's. You will see that neither map shows the Driveway.

We understand from the city clerk that the City uses the Fayette County tax plats for its assessments. The Fayette County tax plat for the Property, attached as Exhibit "E", does not show the Driveway.

Finally, we have performed a full deed search of the Property, which has been in the same family since 1865. We have pulled every deed of the Property since 1865, and these deeds are attached as Exhibit "F". None of these deeds contains any reference to this Driveway, which indicates that the family has always understood this driveway to be private.

Based on this information, and because it seems abundantly evident that the City has no interest in this Driveway, we hereby request a quitclaim deed from the City as to the Driveway. Please have the City execute the enclosed quitclaim deed where indicated and return it to my attention as soon as possible. Please call me if you have any questions. I appreciate your help with this process. Thank you,

Yours truly,

FOLTZ MARTIN, LLC

A handwritten signature in black ink, appearing to read 'M. T. Bagwell', with a stylized flourish at the end.

Mitchell T. Bagwell

MTB/aip
Enclosures

cc: Mr. Daniel S. O'Neill (via email w/out enclosures)
Mr. Andy Campbell (via email w/out enclosures)