

City Council of Peachtree City
Agenda
August 20, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Introduction of Steve Hogan, New WASA General Manager
 - Recognize 2009 Booth Middle School Science Olympiad Team
 - Optimist Club Check Presentation to Fire Department
 - Recognize Employee of the Month – Terry Blackburn
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - August 6, 2009, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Radar Permit Update
 - 2. Consider Request to Surplus Goods
 - 3. Consider Easements for Georgia Power for SR 74 – Phase 2
 - 4. Consider License Assignment Agreement – Tennis Center Pro Shop
- VIII. Old Agenda Items
 - 06-08-08 Consider Amendments to OS Open Space Zoning Ordinance
 - 07-09-04 Public Hearing – Consider Variance to Building Setback, 123 Crown Court
(To be continued indefinitely)
 - 08-09-10 Public Hearing – Discuss Millage Rates for 2009
- IX. New Agenda Items
 - 08-09-11 Presentation by Recreation Commission – David Ring
 - 08-09-12 Public Hearing – Consider Rezoning, R-43 to R-22, Greenwood Oaks
 - 08-09-13 Public Hearing – Consider Amendment to Section 1008, GI General Industrial, adding Automobile Repair as a Permitted Use
 - 08-09-14 Public Hearing – Consider Amendments to LUR-7 Zoning
(To be continued to September 3)
 - 08-09-15 Consider CAR 09-09 – Solicitation of Donations and Sponsorships
 - 08-09-16 Consider SAFER Grant for 6 Firefighter Positions
 - 08-09-17 Consider Street Striping Contract
 - 08-09-18 Consider Acceptance of Commission of Art – Founders Sculpture
 - 08-09-19 Consider Wyndham Request for Use of Lake Peachtree
- X. Council/Staff Topics
 - Briefing on H1N1 Virus
- XI. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
August 6, 2009
7:00 p.m.

Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards and Special Recognition

Mayor Logsdon recognized Emily Lemay as the Peachtree City Youth Council Volunteer of the Quarter. Cindy Light was recognized for achieving Level I Finance Officer Certification. Laura Oles was recognized for being named as the Court Clerk of the Year by the Georgia Municipal Court Clerk Council. Captain Stan Pye of the Police Department was named Supervisor of the Quarter. The Teen CERT Class graduates were recognized, and the City's Big League Baseball Team was recognized for winning the state championship.

Public Comment

Andy Jurchenko, the director of the Fairburn campus of Brenau University, addressed Council, noting the grand opening was on August 25, and that the campus was co-located with Georgia Military College.

Agenda Changes

There were no changes to the agenda.

Minutes

Logsdon noted there was an additional document on the dais – changes to the July 16, 2009, regular meeting minutes as submitted by Haddix. Plunkett moved to approve the March 5, 2009, executive session minutes; the July 16, 2009, regular meeting minutes as amended; and the July 16, 2009, executive session minutes. Sturbaum seconded. The motion carried unanimously.

Monthly Reports

There were no comments on the Monthly Reports.

Consent Agenda

1. Consider Franchise Agreements for Waste Haulers
2. Consider Appointment of Tourism Association Members – Eva Durham, Veronica Ross, and Joe Magennis (Alternate)
3. Consider Amendments to Resolution Calling for Municipal Election
4. Consider Intergovernmental Agreement with Fayette County to Conduct Municipal Election
5. Consider MOA with GDOT for Streetlights at SR 54/74 Intersection
6. Consider Donation to Police Department from Trek
7. Consider Alcohol License – NEW – Tennis Center Restaurant
8. Consider Acceptance of Drainage Easements
9. Consider Budget Amendments – FY 2009

Logsdon noted there were additional documents on the dais for Consent Agenda Items 1 (copies of applications from waste haulers) and 4 (minor changes to the agreement). Boone moved to approve the Consent Agenda with the changes to Item 4. Haddix seconded. The motion carried unanimously.

Old Agenda Items

07-09-04 Public Hearing – Consider Variance to Building Setback, 123 Crown Court

Boone moved to continue the public hearing for the variance request for 123 Crown Court until the August 20 meeting. Plunkett seconded. The motion carried unanimously.

07-09-05 Public Hearing – Consider Variance to 25' Wetlands Buffer and to Allow a Private Basketball Court to Encroach into a City-owned Greenbelt, 128 Century Park Place

Clarence White, applicant, addressed Council concerning the variance request. He explained that he was under the impression that the basketball court was on his property line. He was told the land was his when he closed on his home. White showed Council photos of the court.

Interim Community Development Director/City Planner David Rast showed a drawing of the property, the City greenbelt, and the 25-foot wetlands buffer. He noted that the rear property line had been established based on the delineated wetlands and the wetlands buffer.

White continued that there was not a pin located along the greenbelt. He had gone by what he was told was his property line, which was why the basketball court had an odd shape.

Rast pointed out that the City did not require permits for projects such as basketball courts. City staff became aware of the issue upon receipt of a letter from the Centennial Homeowners Association (HOA) to White. Staff went to the property to ensure the court was located off the property, and about 50% of the court was located in the greenbelt, as well as within the 25-foot wetlands buffer. The City did not allow development within City greenbelts or required wetlands buffers. The wetland buffer could be re-delineated, but the City did not have the capability to do that. John Wieland Homes had hired a professional ecologist, who had delineated the wetlands and submitted it to the Army Corps of Engineers for approval.

Rast continued that staff's recommendation was that the variance not be approved, adding that doing so would set a precedent. The City had a good track record of not supporting development within the greenbelt. The portion of the court across the property line in the greenbelt and wetland buffer needed to be removed and the area re-established to function as it was intended.

The public hearing opened.

Robert Brown said he was opposed to most variances, particularly in the greenbelt. If Council approved it, then he would be first in line if a precedent was set.

Beth Pullias asked if the HOA had approved the court before it was built. The answer was the HOA had not.

Phyllis Aguayo said she was sympathetic, but said she did not see how Council could allow the basketball court to remain in the wetlands buffer since it was not legal to do so.

Darlene Gulli agreed that the basketball court could not encroach into the wetlands buffer, but asked if there was anything else the City could do to help the applicant.

The public hearing closed.

Sturbaum asked if there had been a cost analysis on moving the court to another area in the yard. White said he had not checked on the cost of moving the court. He understood he was incorrect.

Boone asked White if he received a plat at his closing. White said he did, but he had not looked at it. He had gone by the stakes that were located on his property.

Haddix asked White if he had taken this issue back to John Wieland Homes. White said he had spoken with the HOA and Wieland's neighborhood management association, but their stance had been to back away from the issue due to other violations in the subdivision. They suggested he have a survey done, and that's when it was discovered the court was not on his property, and John Wieland Homes said to take the court out. They suggested White ask for a variance. Haddix said Council could not override the HOA. White said that the HOA told him he could keep the court if Council gave him a variance. He added that there were basketball courts all over the neighborhood, but the HOA bylaws required other things be done.

Plunkett said that fact that the court was in the wetlands buffer tied Council's hands. She said Council would be happy to help with an explanation to John Wieland Homes.

Sturbaum asked if there was a timeline for the court to be removed. City Manager Bernard McMullen said that the homeowner should be asked how much time he needed. White said he had people standing by to help him. Sturbaum said they needed to apply a reasonableness factor and suggested 30 days.

Plunkett moved to deny the variance request for 128 Century Park Place for the following reasons:

1. *Had the property pins along the rear property line been properly located prior to construction, the basketball playing surface could have been constructed entirely on the Applicant's property.*
2. *Allowing the playing surface to remain within a City-owned greenbelt would establish a precedent and might lead to similar requests from other property owners adjoining City-owned property.*
3. *Allowing the encroachment into the watershed protection buffer to remain would also establish a precedent which might lead to similar requests from property owners abutting these buffers.*

In addition, the homeowner would be allowed 30 days from August 7 to move or remove the basketball court so it was not in the wetlands buffer. Boone seconded. The motion carried unanimously.

New Agenda Items**08-09-01 Public Hearing – Ordinance Amendment – Development Impact Fees,
including Revision to Fee Schedule**

City Attorney Ted Meeker pointed out that this was the first of two public hearings. The second would be held on September 3. Council would not vote on the ordinance amendment at this meeting.

Rast said that staff had been working on the amendments with Ross and Associates, the City's consultant, and the Impact Fee Advisory Committee for several months. Council adopted the methodology report, which defined the process to develop the development impact fee program, on May 7. The draft Capital Improvement Element (CIE) amendment had been forwarded to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) for review, and both agencies had found the CIE amendment to be in compliance with state law so the City was authorized to move forward and adopt the CIE amendment.

Rast continued that the CIE amendment defined the projects the City would need to accommodate growth in the next 20 years. The capital projects were based on the anticipated growth and established service levels. Development impact fees allowed the City to fund a portion of the projects that were needed for the new growth in four public facility categories – fire, police, parks and recreation, and library. Ross and Associates had determined that a substantial part of the costs for the capital projects could be recouped through impact fees (about 62%) based on the total buildout. The remaining 38% would be funded through the City. Ross and Associates had determined that if the City continued to develop at the current pace, the capital projects would still be needed to support the growth. If the costs were funded out of the General Fund alone, an average 0.31 mill increase would be needed each year of that 20-year horizon to pay for the projects.

Rast explained that the current development impact fee ordinance, which was adopted in 1992, was based on seven service areas. The seven areas include the villages themselves, smaller portions of the villages based on development and capital projects that were needed, and a City-wide area. The ordinance also identified when the fees would be collected and had a table of fees for the areas. The City had collected the funds through the years, but had never adjusted the fees for inflation. Ross and Associates recommended that the City change the seven service areas to one City-wide area. Staff supported that recommendation since the services that would be needed would not be limited to a specific area, but would serve residents City-wide. The services needed for growth included fire, police, and library. Staff also recommended, in addition to residential fees, assessing fees for new commercial, industrial, and office growth, which the City had never done.

One of the components of the methodology report had been to project the maximum impact fees for the various uses. Rast continued that staff recommended adopting the maximum fee allowed under state law to assist in funding the capital projects needed to support growth. Council did not have to adopt the maximum fee. Staff prepared three spreadsheets with the fees at 100% (maximum allowable), 75%, and 50%. He reiterated that the remainder of the costs for the capital projects would have to come from other sources.

Bill Ross of Ross and Associates addressed Council. He noted that the impact fee ordinance presented a series of policy questions. The first was the timing of payments. They could not be collected sooner than the issuance of a building permit, and could wait until Certificates of Occupancy (CO) were issued. Council had the option of closing that up. The exemption policy was a major question for the City. Because the City was looking at collecting non-residential impact fees as well as residential, there was a tool in the ordinance that allowed the City to exempt economic development projects. While state law allowed that exemption, it did not define what constituted the exemption. The third issue was the start date, or when to change over from the old program to the new program. The fourth question was how much to charge. The methodology report defined the maximum allowable impact fee, which was based on the project cost divided by the number of people served. The City did not have to charge the maximum allowable fee, and it might not always be the appropriate number to charge. There were ways to affect the fee. The City could adopt a fee schedule based on a percentage of the maximum across the board. The City could also go by categories (police, fire, library) and could change the percentage of total of what was in the category. The second public hearing would be held on September 3.

The public hearing opened.

Dan Petrie, Home Builders Association of Midwest Georgia, said their position remained the same as on May 7. The City had never collected impact fees on non-residential projects. The home builders had been carrying the burden since the fees were implemented. The building industry was already on its back. Increasing the residential impact fees would be a deterrent and would raise the cost of building houses. He noted there had been a suggestion during the Advisory Committee meetings to defer the increase on residential development.

Robert Brown noted that the impact fees became part of the house price, so increasing the fees would increase the house price. He disagreed on going to a single service area. He said the money should be used to support the area with the new development. A lot of the City's infrastructure had been built by developers, and the home owners had paid that price as well.

Scott Bradshaw said the proposed fees were based on inflation, which resulted in a 60% to 70% increase. The residential impact fees would triple. For example, the existing fee for a new house/lot in the Kedron service area was \$1,200. The proposed increase would raise the fee to \$3,400 per lot. Those fees were passed on to the homeowner. He continued that "maximum allowable impact fee" was Ross's terminology and formula; it was not in Georgia law. The law said a "developer shall be charged no more than their share of the need for infrastructure caused by their development." Tripling the residential impact fee was excessive, especially in the older areas and when the City was adding commercial and industrial impact fees.

Bradshaw, who served on the Impact Fee Advisory Committee, continued the committee had recommended that residential fees stay as they were for a year to see how the commercial fees were going. That recommendation somehow got lost. The committee did not write a formal report with specific recommendations. He noted that \$134,000 in impact fees could be collected from SR 54 West commercial development compared to \$519,000 from the residential lots in Smokerise.

Phyllis Aguayo said she never understood why commercial, industrial, and office developments never had to pay impact fees since there were definite infrastructure and service costs for those projects, especially commercial projects.

Beth Pullias said she had attended some of the Impact Fee Advisory Committee meetings. Most of the members felt the commercial impact fees should begin immediately and the residential should be increased over time due to the economy and because they had footed the bill in the past. She understood why there should be one City-wide service area. A new fire station might service one area, but it was built so as not to take away from other areas. The commercial fees should begin immediately, but the residential increase should be weaned in.

The public hearing closed.

Logsdon asked if the 75% rate equated the fee with inflation. Ross said the state law said the City could charge a particular project no more than its fair share. The maximum allowable was the fair share. Logsdon asked if the 75% equated to what the fee should be if the fees had been adjusted for inflation over the years. Ross said it would for about half of the areas, but it would be more for the other half. McMullen noted that there were calculations in the staff memo regarding this question. The adjusted fee would be \$2,974 for those areas that still had lots to be developed compared to \$3,466, which was staff's recommended residential impact fee.

Plunkett asked if there would be an impact fee for a redeveloped home in Aberdeen Village. Ross said there were no impact fees on residential redevelopment. A dwelling was a dwelling. Commercial fees on redevelopment would be based on the difference in the square footage.

Plunkett said she wanted to see a report from the Advisory Committee. Ross said a report was delivered in April at the Council workshop, and Rast could probably provide that. As the City's consultant, Ross recommended that all land uses be treated the same. It had been unfair to charge only residential impact fees to this point, but it would also be unfair to only charge non-residential the maximum fee. Logsdon said Council would like to see the report. Plunkett said the committee was appointed to evaluate the program, and she wanted to know about their recommendations. Boone asked if the committee met after April. Rast said there was a report, with a tabulation of the votes. Bradshaw said the votes for the recommendations were taken hurriedly at the end of a meeting, and not all the views/comments had been included in the document Ross was referencing.

08-09-02 Public Hearing – Consider Amendment to Capital Improvement Element (CIE) (Will be continued to September 3)

McMullen said the hearing had to be continued to September 3 to meet the requirements. The funding for the CIE came from the impact fees. The CIE amendment did not require two public hearings.

Plunkett moved to continue the public hearing to consider the amendment to the CIE until September 3. Sturbaum seconded. The motion carried unanimously.

08-09-03 Public Hearing – Amended Step 1 Annexation Application, Scarbrough Property, Wilksmoor Village

Mark Forsling, attorney for the applicants, Brent West Village, LLC, and Donna Stillwell, noted that the property had been annexed and rezoned by the City in 2007. The annexation had been challenged in a legal proceeding, and although the City had prevailed, the judgment had been appealed. As part of that action, the property owner had reapplied for Step 1 annexation and had been re-approved last year. They had not moved to Step 2 of the process yet, but had filed an amended Step 1 application due to a modification in the tract. Forsling continued that the modification dealt with an issue brought up in the challenge, which was that an unincorporated island had been created by the annexation. The 10-foot strip deleted from the amended application connected a tract owned by C.W. Matthews Contracting Company and a tract owned by Nancy Davis and Diane Crawley with Coweta County. The annexation of the Scarbrough tract less the 10-foot strip did not cause the creation of an unincorporated island, which was consistent with a 2004 Georgia Court of Appeals decision based on a case out of Fayette County.

The public hearing opened.

Phyllis Aguayo said she was still against the annexation. The tract was adjacent to a cement factory and a quarry. The factory dust was dangerous to health, and the blasting was a danger to people and property. The plans for the area were still against the City's Land Use and Comprehensive Plans.

The public hearing closed.

Boone said this was just an amendment to the original annexation and moved to approve the amended Step 1 annexation application for the Scarbrough property in Wilksmoor Village. Haddix seconded. The motion carried unanimously.

08-09-04 Donation of Land to the Airport Authority

McMullen noted that Council was probably aware of the Airport Authority's plans to build a veterans memorial at entrance to Falcon Field. The City owned the small circular piece of property just forward of the sign. The Airport Authority requested that the City donate that piece of land so the sign could be re-located.

Sturbaum moved to approve the donation of land to the Airport Authority. Haddix seconded. The motion carried unanimously.

08-09-05 Consider Revised PCTA FY 2009 Budget

Plunkett moved to approve the revised Peachtree City Tourism Association's FY 2009 budget. Boone seconded. The motion carried unanimously.

08-09-06 Consider Amendments to Personnel Policy

Logsdon noted there was an additional document on the dais -- two additional changes to the Personnel Policy. Plunkett moved to approve the amendments to the Personnel Policy with the two adjustments on the dais. Sturbaum seconded. The motion carried unanimously.

08-09-07 Consider Bid for Flat Creek Multi-Use Path Bridge Approaches

Logsdon noted there was an additional item on the dais – an e-mail from Kim Cort to Stormwater Manager Mark Caspar. Caspar said staff recommended Council accept the low bid from Backwoods Bridges for \$227,000, which was significantly lower (\$100,000) than the next lowest bid. He noted that the company, which was based in Florida, was familiar with the type of construction required in the wetlands area.

Plunkett asked Caspar if staff had done the due diligence on the bid, noting the company was relatively new. Caspar said they had called several municipalities the company had done work for, and all of the comments had been good. Staff had checked the financial background, which was very good. The company was from a coastal region and was familiar with the top-down construction that the City had asked for.

Haddix moved to approve the bid for the Flat Creek multi-use bridge approaches from Backwoods Bridges. Boone seconded.

Kim Cort, who lived next to the Flat Creek wetlands, gave a brief history of the project, noting that the bridge had changed the whole environment in the wetlands and had been built incorrectly. A lot of questionable things happened during the construction. She said there had been significant erosion around the concrete metal structure. The wetlands areas here were different from areas in Florida, and she was concerned that the company would use techniques that would kill tree roots in the wetlands. She said the residents understood the flooding potential and flood elevation differences prior to the start of the project. The neighbors had never seen the results of the floodplain elevation survey that was done. She asked Council to show the neighbors the flood elevation differences before accepting the bid. The bid was also \$100,000 less than the other two bids. They wanted to know why there was such a difference. It did not make sense to go forward with the project if the future floodplain conditions for the project put them back into the floodplain.

Nancy Gillman said she was also concerned. She was all for getting the work done for less money, but wondered why the bid was so much lower.

Phyllis Aguayo said she had serious concerns about the loss of wetlands. Anything that impacted them must be carefully visited. She noted there was undeveloped land adjacent to those wetlands and asked Council to ensure there was a significant buffer and erosion control when that property was developed.

McMullen said that he had no knowledge that the bridge had not been built correctly. Caspar said the bottom of the bridge was well above the existing FEMA (Federal Emergency Management Agency) floodplain.

The motion carried unanimously.

08-09-08 Consider Intergovernmental Agreement with Fayette County Board of Commissioners Regarding 2010 Six-year SPLOST

Meeker apologized for all the minor gyrations that had gone on, but the form had been in effect when the agenda package had been distributed. He noted that Council had some redlined changes in the document on the dais, but the percentages had not changed and the net for each jurisdiction was the same. Some of the language had been modified for City projects, including some general obligation debt. Some of the capital loans the City had acquired over time were also eligible. The word "extensions" had been added to the multi-use path items. A copy of the County Commissioners' resolution was just for information.

Plunkett said that most of the entities would use the SPLOST to retire debt, and the County would use most of the money for the Justice Center, saving \$30 million in interest. She pointed out that the Fayetteville bypass project was not part of the list.

Sturbaum moved to approve the intergovernmental agreement with the Fayette County Board of Commissioners regarding the 2010 six-year SPLOST. Haddix seconded. The motion carried unanimously.

08-09-09 Consider Amendment to Fee Schedule – Roofing Contractors

Sturbaum moved to approve the amendment to the fee schedule for roofing contractors (minimum \$50 permit fee). Haddix seconded. The motion carried unanimously.

Council/Staff Topics

Plunkett asked if there was any progress on the signal light at SR 74/Wisdom Road. McMullen said the contractor was working on guardrails. The poles would be set in the next week, and the lights should be in flashing mode in 30 days.

Plunkett asked if there was an update on the SR 54 West/CSX bridge. McMullen said that on July 30 the Department of Transportation (DOT) told staff the paperwork had been prepared and sent to their management for signature. Staff was waiting for those papers. Once they were received, the project could be put out for bid. Logsdon added that he had spoken to State Senator Ronnie Chance, who was to call the new DOT director. He also left a voicemail with Sam Wellborn of the state's Transportation Board. McMullen said there were still a few steps to go through with DOT, including a DOT review of the bidding process. Logsdon asked if the work would be completed by the end of the year. McMullen said he was afraid it would not.

There being no further business to discuss, Sturbaum moved to adjourn the meeting. Plunkett seconded. The motion carried unanimously. The meeting adjourned at 8:55 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard McMullen, City Manager
Dave Borkowski, City Engineer

FROM: H.C. "Skip" Clark II, Chief of Police

DATE: August 11, 2009

SUBJECT: RADAR Permit Update 2009 &, City Ordinance Amendment
Council Meeting: August 20, 2009

Recommendation:

It is staff's recommendation that the RADAR permit for Hwy 74 south of Paschal Road be approved, and the city ordinance be amended, as recommended by the Georgia Department of Transportation.

Discussion:

The Police Department has been working with the Georgia Department of Transportation on establishing the speed limits on Hwy 74 south of Paschal Road. As requested, we have provided the Georgia Department of Transportation with our SMART speed data, volume data, and collision reports. With that information and our limited input on the speed limits, it is our understanding that the new speed zones have been determined based on an evaluation of "operational speed" or 85% percentile. Other factors considered were the comparison of the traffic volume and the engineering of the roadway. Apparently, these particular sections of the expanded roadway's "curbs" were designed for a particular speed designation.

Once this request is approved the permit will be forwarded to the Georgia Department of Transportation for final review and approval. After approval, the new speed limit signs are expected to be installed. The Police Department plans to educate the public of the new speed limit by sending out press releases and using the department's visual message system. In accordance with Georgia Law, these notifications will be utilized for more than 30 days before any citations will be issued in the new speed zone.

Budget Impact:

There is no budget impact besides the manpower necessary to deploy the visual message system, and the administrative tasks of disseminating press releases.

HHC/mnb

The City of Peachtree City is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
THE CITY OF PEACHTREE CITY, FAYETTE COUNTY
ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 54	PEACHTREE CITY	1000 feet west of Wynnmeade Pkwy. (West City Limits)	0.00	100 feet west of Walt Banks Road	3.52	3.52	45
S.R. 54	PEACHTREE CITY	100 feet west of Walt Banks Road	3.52	265 feet east of Sumner Road (East City Limits)	3.95	0.43	50
S.R. 74	PEACHTREE CITY	1850 feet north of Peachtree Pkwy. (North City Limits)	5.54	100 feet north of Aberdeen Pkwy.	8.87	3.33	55
S.R. 74	PEACHTREE CITY	100 feet north of Aberdeen Pkwy.	8.87	600 feet north of State Route 54	9.29	0.42	50
S.R. 74	PEACHTREE CITY	600 feet north of State Route 54	9.29	600 feet south of Paschal Road	10.04	0.75	40
S.R. 74	PEACHTREE CITY	600 feet south of Paschal Road	10.04	1270 feet south of Crosstown Drive	11.82	1.78	50
S.R. 74	PEACHTREE CITY	1270 feet south of Crosstown Drive	11.82	100 feet south of Rockaway Road (South City Limits)	14.86	3.04	55

The City of Peachtree City is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
THE CITY OF PEACHTREE CITY, FAYETTE COUNTY
ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 54	PEACHTREE CITY	1000 feet west of Wynnmeade Pkwy. (West City Limits)	0.00	100 feet west of Walt Banks Road	3.52	3.52	45
S.R. 54	PEACHTREE CITY	100 feet west of Walt Banks Road	3.52	265 feet east of Sumner Road (East City Limits)	3.95	0.43	50
S.R. 74	PEACHTREE CITY	1850 feet north of Peachtree Pkwy. (North City Limits)	5.54	100 feet north of Aberdeen Pkwy.	8.87	3.33	55
S.R. 74	PEACHTREE CITY	100 feet north of Aberdeen Pkwy.	8.87	600 feet north of State Route 54	9.29	0.42	50
S.R. 74	PEACHTREE CITY	600 feet north of State Route 54	9.29	600 feet south of Paschal Road	10.04	0.75	40
S.R. 74	PEACHTREE CITY	600 feet south of Paschal Road	10.04	1270 feet south of Crosstown Drive	11.82	1.78	50
S.R. 74	PEACHTREE CITY	1270 feet south of Crosstown Drive	11.82	100 feet south of Rockaway Road (South City Limits)	14.86	3.04	55

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Aberdeen Parkway	PEACHTREE CITY	State Route 74	Northlake Drive	0.60	30
Amelia Lane	PEACHTREE CITY	North Meade	Northlake Drive	0.60	25
Ardenlee Drive	PEACHTREE CITY	Clifton Lane	Cul-de-sac	0.40	25
Ardenlee Parkway SCHOOL ZONE	PEACHTREE CITY <i>St. Paul's School</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	State Route 74	Ardenlee Drive	0.20	25
Aster Ridge Trail	PEACHTREE CITY	Holly Grove Road	Cu-de-sac	0.55	30
Astoria Lane	PEACHTREE CITY	Loring Lane	Dead End	0.80	30
Augusta Drive	PEACHTREE CITY	Braelinn Road	Braelinn Road	0.30	30
Avalon Way	PEACHTREE CITY	Southern Shore Drive South	Southern Shore Drive North	0.30	30
Aviation Way	PEACHTREE CITY	Dividend Drive	Cul-de-sac	1.00	30
Azalea Drive	PEACHTREE CITY	Hip Pocket Drive	Cedar Drive	0.40	30
Battery Way	PEACHTREE CITY	Peachtree Parkway South	Fishers Luck	0.50	30
Bedford Park	PEACHTREE CITY	Rubicon Road	Cul-de-sac	0.40	30
Bellenden Drive	PEACHTREE CITY	Kedron Drive	Blue Smoke Trail	0.40	30
Biltmore Trace	PEACHTREE CITY	Peachtree Parkway South	Calloway Crossing	0.30	30
Blue Smoke Trail	PEACHTREE CITY	Golfview Drive	End of street	0.90	30
Bowfin Bay	PEACHTREE CITY	Skiff Trace	Cul-de-sac	0.30	30
Bradford Way	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.40	30
Braelinn Road	PEACHTREE CITY	Peachtree Parkway South	Robinson Road	1.30	40
Briarliegh Drive	PEACHTREE CITY	Abrell Woods Court	Brookgrove Lane	0.25	30
Bridgewater Drive	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.25	30
Bridlepath Lane	PEACHTREE CITY	Doubletrace Lane	Windgate Road	0.30	30
Brookgrove Lane	PEACHTREE CITY	Arden Lee	Cul-de-sac	0.30	25
Brookwood Drive	PEACHTREE CITY	Summer Brooke	Cul-de-sac	0.25	30
Burnham Rise	PEACHTREE CITY	Dunsway Lane	Cul-de-sac	0.35	30
Cabin Gate	PEACHTREE CITY	Log House Road	Rockspray Ridge	0.35	30
Calgary Drive	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.40	30
Calloway Crossing	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.40	30
Cameron Trail	PEACHTREE CITY	Robinson Road	Crosstown Road	0.80	30
Carnelian Lane	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.30	30
Carriage Lane	PEACHTREE CITY	State Route 54	Landaulet Ct.	0.60	30
Cedar Drive	PEACHTREE CITY	Hip Pocket Drive	Hip Pocket Drive	0.40	30
Centennial Drive	PEACHTREE CITY	McDuff Parkway	McDuff Parkway	0.50	30
Chadwick Drive	PEACHTREE CITY	Braelinn Road	Kensington Drive	0.40	30
Chambray Hill	PEACHTREE CITY	Loring Lane	Cul-de-sac	0.25	30
Chestnut Field	PEACHTREE CITY	Cameron Trail	Hamden Kells	0.35	30
Cimmaron Park	PEACHTREE CITY	0.10 miles south of Crimson Way	0.20 miles north of Crimson Way	0.30	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Claridge Curve	PEACHTREE CITY	0.10 miles north of Kennerly Way	0.20 miles south of Kennerly Way	0.30	30
Clifton Lane	PEACHTREE CITY	Arden Lee	Arden Lee	0.40	30
Clydesdale Road	PEACHTREE CITY	Bridlepath Lane	Cul-de-sac	0.30	30
Collierstown Way	PEACHTREE CITY	State Route 54	Hancock Lane	0.40	25
Colonnade Drive	PEACHTREE CITY	Braelinn Road	Robinson Road	0.50	30
Columns Lane	PEACHTREE CITY	Colonnade Drive	Colonnade Drive	0.40	30
Commerce Drive	PEACHTREE CITY	State Route 54	Cul-de-sac	0.60	30
Cottage Grove	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.40	30
Crabapple Lane	PEACHTREE CITY	State Route 74	0.80 miles west of State Route 74 (Tyrone City Limits)	0.80	30
Crabapple Lane SCHOOL ZONE	PEACHTREE CITY <i>Crabapple Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	50 feet west of State Route 74	200 feet west of Leisure Trail	0.45	25
Creekstone Bend	PEACHTREE CITY	McIntosh Trail	Highgreen Ridge	0.30	30
Crescent Oak	PEACHTREE CITY	0.20 miles south of Vardon Way	0.10 miles north of Vardon Way	0.30	30
Crofts Corner	PEACHTREE CITY	Hampton Green	Cul-de-sac	0.30	30
Crosstown Drive	PEACHTREE CITY	Robinson Road	State Route 74	2.00	40
Crosstown Drive SCHOOL ZONE	PEACHTREE CITY <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	800 feet west of Log House Road	50 feet east of Summit Walk	0.40	25
Dalston Way	PEACHTREE CITY	Clifton Lane	Cul-de-sac	0.25	30
Darmouth Place	PEACHTREE CITY	0.20 miles east of Calloway Crossing	0.10 miles west of Calloway Crossing	0.30	30
Dividend Drive	PEACHTREE CITY	Paschall Road	State Route 74	2.60	40
Doubletace Lane	PEACHTREE CITY	Bridlepath Lane	Windgate Road	0.90	30
Dunella Lane	PEACHTREE CITY	Arden Lee	Cul-de-sac	0.25	30
Ebenezer Road	PEACHTREE CITY	Robinson Road	0.50 miles east of Robinson Road (East City Limits)	0.50	40
Emerling Lane	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Everhill	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.25	30
Evesham Ave.	PEACHTREE CITY	Turnbridge Circle	McDuff Parkway	0.25	25
Evian Way	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.25	30
Falcon Drive	PEACHTREE CITY	Dividend Drive	Airport	0.25	30
Farmington	PEACHTREE CITY	Crabapple Lane	Cul-de-sac	0.40	25
Felspar Ridge	PEACHTREE CITY	Morallion Hills	Morallion Hills	0.30	30
Fielding Ridge	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Fishers Luck	PEACHTREE CITY	Peachtree Parkway South	McIntosh Trail	0.75	30
Fishers Luck SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	50 feet north of McIntosh Trail	0.30 miles north of McIntosh Trail	0.30	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Flat Creek	PEACHTREE CITY	State Route 54	North Parkway	1.45	35
Garret Ridge	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.25	30
Georgian Park	PEACHTREE CITY	State Route 74	Peachtree Parkway	0.80	30
Glendale Drive	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.25	30
Golfview Drive	PEACHTREE CITY	Flat Creek Drive	Pinemount	1.00	30
Grecken Green	PEACHTREE CITY	Morallion Hills	Cul-de-sac	0.60	30
Greensway	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.25	30
Greenwood Lane	PEACHTREE CITY	Loring Lane	Cul-de-sac	0.30	30
Groveland Drive	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.30	30
Groveswood Lane	PEACHTREE CITY	Crabapple Lane	Briarleigh	0.25	25
Hamden Kells	PEACHTREE CITY	Wheatleigh Lane	Cul-de-sac	0.35	30
Hampton Green	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.40	30
Harbor Loop	PEACHTREE CITY	Fishers Luck	Fishers Luck	0.40	30
Haven Ridge	PEACHTREE CITY	Heritage Way	Cul-de-sac	0.30	30
Hedgewood Court	PEACHTREE CITY	Groveland Drive	Cul-de-sac	0.25	30
Heritage Way	PEACHTREE CITY	Log House	Haven Ridge	0.30	30
High Green Ridge	PEACHTREE CITY	Creekstone Bend	Cul-de-sac	0.40	30
Hilltop Drive	PEACHTREE CITY	Hip Pocket Drive	Willow Road	0.50	30
Hip Pocket Road	PEACHTREE CITY	Willowbend Road	Kelly Road	1.20	30
Holly Grove Road	PEACHTREE CITY	State Route 74	Robinson Road	1.10	30
Holly Grove Church Road	PEACHTREE CITY	Robinson Road	Redwine Road	0.50	30
Holly Springs Road	PEACHTREE CITY	Holly Grove Road	Cul-de-sac	0.40	30
Huddleston Road	PEACHTREE CITY	State Route 54	Paschall Road	0.75	30
Huntington Place	PEACHTREE CITY	Robinson Road	Yarborough Drive	0.25	30
Independence Ln	PEACHTREE CITY	Centennial Drive	Centennial Drive	0.50	25
Interlochen Drive	PEACHTREE CITY	Peachtree Parkway North	Peachtree Parkway North	0.50	30
Kedron Drive	PEACHTREE CITY	State Route 74	State Route 74	1.50	30
Kedron Drive SCHOOL ZONE	PEACHTREE CITY <i>Kedron Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	100 feet east of State Route 74	50 feet east of Stoneacre Curve	0.40	25
Kelly Drive	PEACHTREE CITY	State Route 74	McIntosh Trail	0.50	30
Kelly Drive SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Lake Peachtree Bridge (McIntosh Trail)	400 feet east of Sweetgum	0.10	25
Kelly Green	PEACHTREE CITY	Terrane Ridge	Dividend Drive	0.40	30
Kenton Place	PEACHTREE CITY	Holly Grove Road	Welton Way	0.50	30
Kensington Drive	PEACHTREE CITY	Chadwick Drive	0.40 miles west of Chadwick Drive (dead end)	0.40	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Kimmer Road	PEACHTREE CITY	Robinson Road	Legacy Lane	0.40	30
Kings Ridge	PEACHTREE CITY	Wynnmeade Parkway	Wynnmeade Parkway	0.25	30
Larkspur Turn	PEACHTREE CITY	Windgate Road	Martingale Drive	0.40	30
Legacy Lane	PEACHTREE CITY	Kimmer Road	0.15 miles south of Sugar Mill Ride (dead end)	0.40	30
Lexington Pass	PEACHTREE CITY	State Route 74	Cul-de-sac	0.30	30
Log House Road	PEACHTREE CITY	Crosstown Road	Peachtree Parkway	0.90	30
Log House Road SCHOOL ZONE	PEACHTREE CITY <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Crosstown Drive	200 feet west of Summer Brooke	0.50	25
Longer Drive	PEACHTREE CITY	Blue Smoke Trail	Cul-de-sac	0.70	30
Loring Lane	PEACHTREE CITY	Peachtree Parkway	Cul-de-sac	1.15	30
Loyd Road	PEACHTREE CITY	Smoke Rise Trace	Ashley Way	0.40	30
Maple Grove Ter	PEACHTREE CITY	State Route 54	Collierstown Way	0.30	25
Mark Style Drive	PEACHTREE CITY	Peachtree Parkway	Claridge Curve	0.40	25
Mattan Point	PEACHTREE CITY	Morallion Hills	0.30 miles west of Morallion Hills (dead end)	0.30	30
McIntosh Trail	PEACHTREE CITY	Robinson Road	Peachtree Parkway	1.00	35
McIntosh Trail	PEACHTREE CITY	Peachtree Parkway	Kelly Drive	0.50	30
McIntosh Trail SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Lake Peachtree Bridge (Kelly Drive)	200 feet east of Peachtree Parkway	0.65	25
McDuff Parkway	PEACHTREE CITY	State Route 54	End of Street	1.40	35
Meadowlark Trail	PEACHTREE CITY	Ebenezer Road	Cul-de-sac	0.30	30
Mellington Lane	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Melrah Hill	PEACHTREE CITY	Walnut Grove	Walnut Grove	0.50	30
Morallion Hills	PEACHTREE CITY	Braelinn Road	Grecken Green	0.70	30
Muirfield Way	PEACHTREE CITY	Andrean Way	Cul-de-sac	0.30	30
Newport Drive	PEACHTREE CITY	Regents Park	Cul-de-sac	0.30	30
North Fairfield Drive	PEACHTREE CITY	Fairfield Drive	West Manor	0.40	30
North Lake Drive	PEACHTREE CITY	State Route 54	Flat Creek Road	0.40	30
North Meade	PEACHTREE CITY	Wynnmeade Parkway	Amelia Lane	0.50	30
Oakdale Avenue	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.25	30
Oakmount Drive	PEACHTREE CITY	Golfview Drive	Golfview Drive	0.30	30
Palette Lane	PEACHTREE CITY	Planterra Way	Terra Verte	0.30	25
Parkgate Lane	PEACHTREE CITY	Blue Smoke Trace	Cul-de-sac	0.25	30
Parkway Drive	PEACHTREE CITY	Peachtree Parkway	Hidden Creek Lane	0.30	30
Paschall Road	PEACHTREE CITY	State Route 74	Dead End	0.30	30
Patina Point	PEACHTREE CITY	Terrane Ridge	Cul-de-sac	0.30	25
Peachtree Parkway North	PEACHTREE CITY	State Route 54	150 feet north of Flat Creek Road	0.40	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Peachtree Parkway North	PEACHTREE CITY	150 feet north of Flat Creek Road	State Route 74	2.90	35
Peachtree Parkway North SCHOOL ZONE	PEACHTREE CITY <i>McIntosh High</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	200 feet north of Walt Banks	200 feet south of Stevens Entry	0.30	25
Peachtree Parkway South	PEACHTREE CITY	State Route 54	4.30 miles south of State Route 54 (East City Limits)	4.30	40
Peachtree Parkway South SCHOOL ZONE	PEACHTREE CITY <i>Booth Middle</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	950 feet south of State Route 54	600 feet north of Wingate	0.50	25
Peachtree Parkway South SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	450 feet south of McIntosh Trail	870 feet north of McIntosh Trail	0.25	25
Peachtree Parkway South SCHOOL ZONE	PEACHTREE CITY <i>Braelinn Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	600 feet west of Robinson Road	600 feet east of Robinson Road	0.22	25
Pebblestrump	PEACHTREE CITY	Willow Road	Dead End	0.45	30
Perthshire	PEACHTREE CITY	Flat Creek	Flat Creek	0.45	30
Pheasant Ridge	PEACHTREE CITY	Cameron Trail	Cul-de-sac	0.25	30
Pinegate Road	PEACHTREE CITY	Riley Parkway	Meirah Hill	1.10	30
Pinegate Road SCHOOL ZONE	PEACHTREE CITY <i>Peachtree Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	600 feet north of Riley Parkway	Riley Parkway	0.10	25
Pinehurst Drive	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.40	30
Pinemount	PEACHTREE CITY	Golf View	Golf View	0.40	30
Planceer Place	PEACHTREE CITY	Garrett Ridge	Sandown Drive	0.50	30
Plantain Terrace	PEACHTREE CITY	Terrane Ridge	0.70 miles west of Terrane Ridge (dead end)	0.70	25
Plantera Way	PEACHTREE CITY	State Route 54	Terrane Ridge	0.70	25
Pleasance Grove	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.25	30
Presidio Park	PEACHTREE CITY	Battery Way	Van Ness	0.25	30
Prime Point	PEACHTREE CITY	Stevens Entry	State Route 54	0.40	30
Prime Point SCHOOL ZONE	PEACHTREE CITY <i>McIntosh Elementary</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	50 feet east of Stevens Entry	50 feet north of State Route 54	0.38	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Raintree Bend	PEACHTREE CITY	Windgate Road	Southwind Reach	0.50	30
Redwine Road	PEACHTREE CITY	City Limits	City Limits	0.30	45
Redwood Park	PEACHTREE CITY	Summer Place	Cul-de-sac	0.30	30
Regents Park	PEACHTREE CITY	Georgian Park	Regents Square	0.40	30
Revolution Drive	PEACHTREE CITY	Independence Lane	Cul-de-sac	0.30	25
Riley Parkway	PEACHTREE CITY	Aberdeen Parkway	Flat Creek Road	0.50	30
Riley Parkway	PEACHTREE CITY <i>Peachtree Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Flat Creek	Aberdeen Parkway	0.50	25
Robinson Road	PEACHTREE CITY	State Route 54	Redwine Road	4.80	40
Robinson Road SCHOOL ZONE	PEACHTREE CITY <i>Braelinn Elementary</i> <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	2150 feet south of Crosstown Road	250 feet south of Braelinn Road	1.30	25
Robinson Bend Trail	PEACHTREE CITY	Ebenezer Road	Cul-de-sac	0.30	30
Rockaway Road	PEACHTREE CITY	State Route 74	0.60 miles west of State Route 74 (City Limits)	0.60	30
Rockspray Ridge	PEACHTREE CITY	Log House Road	Cabin Gate	1.00	30
Rubicon Road	PEACHTREE CITY	Holly Grove Road	Welton Way	0.30	30
Saltlick Trace	PEACHTREE CITY	Doubletrace Lane	Doubletrace Lane	0.50	30
Sagamore Lane	PEACHTREE CITY	Kedron Drive West	Cul-de-sac	0.25	30
Sandown Drive	PEACHTREE CITY	McIntosh Trail	Planceer Place	0.60	30
Santolina Park	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Sautern Way	PEACHTREE CITY	Chardonay Courts	Cul-de-sac	0.25	30
Sawmill Trace	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.25	30
Senoia Road	PEACHTREE CITY	State Route 74	0.90 miles west of State Route 74 (Tyrone City Limits)	0.90	45
Shadowood Lane	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.50	30
Skiff Trace	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.30	30
Smokerise Point	PEACHTREE CITY	City Limits	Dead end	1.00	30
Smokerise Trace	PEACHTREE CITY	Peachtree Parkway	Smokerise Point	1.50	30
Southern Shore Drive	PEACHTREE CITY	Kedron Drive	Windalier Ridge	0.95	30
Southpark Drive	PEACHTREE CITY	TDK Boulevard	Planterra Ridge	0.60	30
Speer Road	PEACHTREE CITY	Robinson Road	City Limits	0.25	30
Spooner Ridge	PEACHTREE CITY	Kedron Drive	Longer Drive	0.30	30
St. Albans Way	PEACHTREE CITY	McDuff Parkway	Cul-de-sac	0.25	25
Stevens Entry	PEACHTREE CITY	State Route 54	Peachtree Parkway	0.50	30
Stevens Entry	PEACHTREE CITY	State Route 54	Bridlepath Lane	0.60	30
Stevens Entry SCHOOL ZONE	PEACHTREE CITY <i>McIntosh High</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	State Route 54	Peachtree Parkway North	0.45	25
Summer Brooke	PEACHTREE CITY	Log House Road	Brookwood Drive	0.30	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Summer Place	PEACHTREE CITY	Redwine Road	0.60 miles west of Redwine Road	0.60	30
Summit Walk	PEACHTREE CITY	Crosstown Drive	Cul-de-sac	0.50	30
Summit Walk SCHOOL ZONE	PEACHTREE CITY <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Crown Point	500 feet north of Crestwood	0.10	25
Sumner Road	PEACHTREE CITY	State Route 54	Brown Road	0.50	30
Sweetgum Road	PEACHTREE CITY	Kelly Drive	Cul-de-sac	0.50	25
Tamerlane	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.40	30
Tapestry Trail	PEACHTREE CITY	Cameron Trail	Cul-de-sac	0.40	30
TDK Boulevard	PEACHTREE CITY	State Route 74	Dividend Drive	0.40	30
Tempest Drive	PEACHTREE CITY	Regents Park	Cul-de-sac	0.25	30
Terrane Ridge	PEACHTREE CITY	Palette Lane	0.25 miles south Crimson Way	1.60	25
Treillage Lane	PEACHTREE CITY	Cameron Trail	Cul-de-sac	0.25	30
Turnbridge Circle	PEACHTREE CITY	St. Albans Way	St. Albans Way	0.50	25
Twin Bridge	PEACHTREE CITY	Aster Ridge	Cul-de-sac	0.30	30
Van Ness	PEACHTREE CITY	Battery Way	Cul-de-sac	0.25	30
Walnut Grove	PEACHTREE CITY	Pinegate Road	Kedron Drive	1.00	30
Walt Banks Road	PEACHTREE CITY	State Route 54	Cul-de-sac	1.05	30
Walt Banks Road SCHOOL ZONE	PEACHTREE CITY <i>McIntosh High</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	250 feet west of Peachtree Parkway	100 feet west of State Route 54	0.50	25
Waterwood Bend	PEACHTREE CITY	Peachtree Parkway	Peachtree Parkway	0.90	30
Waterwood Bend SCHOOL ZONE	PEACHTREE CITY <i>Booth Middle</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	50 feet west of Peachtree Parkway (southern intersection)	50 feet west of Peachtree Parkway (northern intersection)	0.88	25
Welton Way	PEACHTREE CITY	Kenton Place	Cul-de-sac	0.40	30
Wensley Corner	PEACHTREE CITY	Hampton Green	Cul-de-sac	0.25	30
West Park Drive	PEACHTREE CITY	State Route 74	Commerce Drive	0.50	30
Wheatleigh Lane	PEACHTREE CITY	Crosstown Drive	Chestnut Field	0.30	30
Wheatleigh Curve	PEACHTREE CITY	Chestnut Field	Chestnut Field	0.30	30
White Oak Trail	PEACHTREE CITY	Parkway Drive	Cul-de-sac	0.25	30
Willow Road	PEACHTREE CITY	Willowbend Road	State Route 74	0.50	30
Willowbend Road	PEACHTREE CITY	State Route 54	State Route 54	0.40	30
Windgate Road	PEACHTREE CITY	Robinson Road	Peachtree Parkway	0.90	30
Windalier Ridge	PEACHTREE CITY	Blue Smoke Trace	Trillium Reach	0.40	30
Wisdom Road	PEACHTREE CITY	State Route 74	Riley Parkway	0.70	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Wisdom Road SCHOOL ZONE	PEACHTREE CITY <i>Peachtree Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Riley Parkway	200 feet east of Preston Chase	0.40	25
Woodruff Way	PEACHTREE CITY	Robinson Road	Rose Down Trace	0.40	30
Wynnmeade Parkway	PEACHTREE CITY	State Route 54	McDuff Parkway	1.80	30
Yarborough Drive	PEACHTREE CITY	Dumbarton Lane	Cul-de-sac	0.55	30

Be it resolved that any person convicted of a violation of this ordinance shall be punished as provided for by law.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall become effective when appropriate signs are erected.

ATTESTED:

Clerk

Date

APPROVED:

Mayor

Date

Councilman

Councilman

Councilman

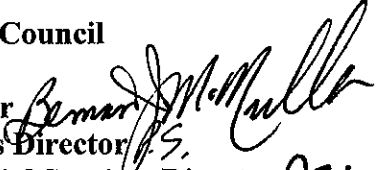
Councilman

Councilman

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director 
Janet Camburn, Assistant Financial Services Director 

FROM: Angela Egan, Purchasing Agent 

DATE: August 11, 2009

SUBJECT: Request to Surplus Goods
Council Meeting: August 20, 2009

Recommendation. Staff recommends Council declare surplus the attached lists of items.

Discussion. The first list of items for surplus include property/unneeded property which the Police Department needs removed from its Evidence Room. The second list of items for surplus are no longer used in Community Development.

All items, not retained by another department, per requirements of City Administrative Regulation (CAR) 7-1, Section V, Number A (3), City Staff must submit to City Council, for approval, a consolidated list of surplus property. Once approved by City Council, approved items will be disposed of. Staff will research the most economical method of disposal for the City of the above items. City Manager will give final approval for disposal.

Budget Impact. There is no specific amount of revenue in the budget related to the sale of these goods. Any monies received from the sale of items at public auction would be placed into the City's general fund.

Attachments

Peachtree City - Community Development
For City Auction
August 20 Council Agenda
Item Descriptions

Item Number	Item	Color	Quantity	Condition	Measurements (INCHES)		
					width	length	height
CD001	CLOTH & METAL CONFERENCE CHAIR	GREY	3	FAIR	22.75	23	34
CD002	HON D374C 4 DRAWER LEGAL FILING CABINET	TAN	1	FAIR	18.25	26.75	52.125
CD003	ANDERSON HICKEY 2330-90 4 DRAWER LEGAL FILING CABINET	BLACK	1	GOOD	18.25	25.125	52.125
CD004	HON 30082-08 4 DRAWER LETTER FILING CABINET	TAN	1	GOOD	14.75	25.125	52.125
CD005			1		25.125	25.125	52.125
CD006	LEGAL 4 DRAWER FILING CABINET	TAN	1	FAIR	18	25.125	52.125
CD007	SHORT 2 DRAW LEGAL FILING CABINET (LOCKED)	GREY	1	FAIR	18	30	29.5
CD008	ANDERSON HICKEY 4 DRAWER LEGAL FILING CABINET	TAN	1	GOOD	18	26.25	52.125
CD009	HON 01184-08 4 DRAWER LEGAL FILING CABINET	TAN	1	FAIR	18.125	25	52.125
CD010	SHORT HON 2 DRAWER LEGAL FILING CABINET	BROWN	1	POOR	18.125	26.5	29
CD011a	SHORT CLOTH DIVIDER WALL SECTION	GREY	1	GOOD	1.5	15	64
CD011b	MEDIUM CLOTH DIVIDER WALL SECTION	GREY	1	POOR	1.5	30.5	65.75
CD011c	LONG CLOTH DIVIDER WALL SECTION	GREY	1	GOOD	1.5	60	64
CD012	ROLLING SECRETARY OFFICE CHAIR (not height adjustable)	RED	1	GOOD	19	21.5	36.75
CD013	ROLLING SECRETARY OFFICE CHAIR (not height adjustable)	GREY	1	GOOD	20.5	21.5	35
CD014	ROLLING EXECUTIVE CHAIR (height adjustable broken)	RED	1	POOR	21.5	20.5	37
CD015	ROLLING WOOD & CLOTH OFFICE CHAIR (not height adjustable)	GREY	1	FAIR	21.5	22	34
CD016	ROLLING OFFICE CHAIR (not height adjustable)	BLACK	1	POOR	22	21	37
CD017	WOOD & CLOTH CONFERENCE CHAIR	RED	1	GOOD	25	25	34
CD018	METAL & VINYL CHAIR	BLACK	1	FAIR	21	18.5	33
CD019	BOX OF OFFICE SUPPLIES	N/A	1	GOOD	11.5	18.125	10
CD020	BOX OF 3 RING BINDERS	N/A	2	GOOD	12.125	25	11.5
CD021	WOOD & METAL CORNER DESK UNIT	N/A	1	GOOD	61.5	40.125	30
CD022	WOOD & METAL CORNER DESK UNIT WITH HUTCH	N/A	1	GOOD	61.5	40.125	66
CD023	OAK DESK WITH PULL OUT KEYBOARD	N/A	1	FAIR	50.125	24	30
CD024	ROLLING PRINTER CART	N/A	1	GOOD	20.75	15.5	13.75
CD025	OFFICE DESK WITH HUTCH	N/A	1	FAIR	24.5	59.5	57.125
CD026	CLOTH COVERED BULLETIN BOARD	N/A	2	GOOD		42	48
CD027	CUSTOM PAPER ART IN PLEXIGLASS FRAME	N/A	1	FAIR	3	40.5	88.75

Peachtree City PD
Purge - July 2009, for City Auction
August 20 Council Agenda
Item Descriptions (updated 08/06/09)

- PCPD0568 Electric lava-style lamp (works)
Game Boy Color handheld video game
Rush 2 Extreme Racing USA
VHS movies: (Scary Movie, Scary Movie 2, How High, Lion King II
Simba's Pride, Kung Pow, 3 Strikes)
- PCPD1119 Bo Jackson (LA Raiders) Topps NFL trading card in plastic case
- PCPD0943 CD's:
Creed: My own prison
Fastball: All the Pain Money Can Buy
Everclear: So Much for the Afterglow
The Mighty BossTones: Let's Face It
Third Eye Blind: self titled
- Playstation games:
Diablo
Crash 2
Need For Speed V-Rally
Rally Cross
Tomb Raider
- PCPD0594 RCA Stereo CD player w/ clock radio (model RP3755)
- PCPD0595 Martini neon light
- PCPD0596 Waterfall light
- Additional: Radio Shack Pro-89 "Race Scanner"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Benjamin McCall*
Financial Services Director *P.S.*
Assistant Financial Services Director *JP*
Purchasing Agent *one*
Community Development Director *David*

FROM: City Engineer *David A. Borkowski*

DATE: August 13, 2009

SUBJECT: Georgia Power Easement Requests for State Route 74 - Second Phase
August 20, 2009 City Council Meeting

Recommendation:

Staff recommends that City Council accept the offer from Georgia Power and dedicate permanent easements for the relocation of the transmission line for the second phase of the State Route 74 widening.

Discussion:

Because of the second phase of the State Route 74 widening in Peachtree City, Georgia Power has been working to acquire easements for their proposed transmission line relocation. Some of the line relocation is proposed to be on City property. Therefore, Georgia Power has approached the City to procure two easements for their relocation project. The offers, easements and plats are attached. The one easement is located adjacent to the entrance to the Water and Sewerage Authority, and the other is adjacent to Flat Creek.

In order to help facilitate the widening, and in the interest of cooperation with Georgia Power, Staff recommends accepting the offer from Georgia Power and dedicating the easements.

Budget Impact:

If approved by Council, the City will receive \$9,600 for parcel 008 and \$4,800 for parcel 011 for a total of \$14,400

Attachments

Deed of Easements (2)
Easement Offers (2)
Plats (2)

cc: City Engineer
Community Development Director

Name of Line LINE CREEK SENOIA 115 KV TRANSMISSION LINE
No 8315 (S. R. 74 ROAD WIDENING PROJECT)
Parcel No 011 Account No 69596-J06123-0-0-18600703
Letter File 6-3164 Deed File 10714 Map File P-49-1

State of Georgia
Fayette County

E A S E M E N T

For and in consideration of the sum of
Ten and 00/100 ***** Dollars

\$ 10.00 in hand paid by Georgia Power Company, A Georgia Corporation
(hereinafter referred to as "Georgia Power" which term shall include successors
and assigns), the receipt and sufficiency of which is hereby acknowledged,
Peachtree City

(hereinafter referred to as "the Undersigned", which term shall include heirs,
Successors and assigns) whose Post Office Address is

P. O. Box 2371, Peachtree City, GA 30269

does hereby grant to Georgia Power the rights to, from time to time, construct,
operate, maintain, renew and rebuild overhead and underground electric
transmission, distribution and communication lines, together with necessary or
convenient towers, frames, poles, wires, manholes, conduits, fixtures,
appliances, and protective wires and devices in connection therewith (all being
hereinafter referred to as "the Facilities") upon or under a tract of land
being more fully located and described below (hereinafter referred to as "the
Premises"), together with the right of Georgia Power to grant, or permit the
exercise of, the same rights, either in whole or in part, to others, and said
rights are granted to Georgia Power together with all rights, privileges and
easements necessary or convenient for the full enjoyment and use of the
Premises for the purposes above described, including the right of ingress and
egress to and from the Premises over lands of the Undersigned and the right to
cut away and keep clear, remove and dispose of all trees and undergrowth and to
remove and dispose of all obstructions now on the Premises or that may
hereafter may be placed on the Premises by the Undersigned or any other person.

Further, Georgia Power shall have the right to cut, remove and dispose of dead,
diseased, weak, or leaning trees (hereinafter referred to as "danger trees") on
lands of the Undersigned adjacent to the Premises which may now or hereafter
strike, injure, endanger or interfere with the maintenance and operation of any
of the Facilities located on the Premises, provided that on future cutting of
such danger trees, Georgia Power shall pay to the Undersigned the fair market
value of the merchantable timber so cut, timber so cut to become the property
of Georgia Power.

Parcel 011 Name of Line LINE CREEK SENOIA 115 KV TRANSMISSION LINE

The Undersigned shall notify Georgia Power of any party with whom it contracts, and who owns as a result thereof, any danger trees to be cut as set forth above. Georgia Power shall also have, and is hereby granted, the right to install, maintain and use anchors or guy wires on lands of the Undersigned adjacent to the Premises and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Premises.

The Premises are shown on a plat made by or for Georgia Power, and on file in Georgia Power's Land Department and are described as follows:

The tract of land which is the subject of this Easement is more particularly shown on a Georgia Power drawing entitled " Line Creek - Senoia 115kV Transmission Line (S.R. 74 Road Widening Project), crossing the property of The City of Peachtree City, Georgia, Land Lot 29, 6th District, Peachtree City, Fayette County, Georgia", designated Exhibit "A", a copy of which is attached hereto, made a part hereof and incorporated by reference.

Georgia Power shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Premises by employees of Georgia Power and its agents, in the construction, reconstruction, operation and maintenance of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Premises as herein provided or which interfere with or may be likely to interfere with or endanger the Facilities or the proper maintenance and operation, provided the Undersigned shall give Georgia Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify Georgia Power of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Premises in the construction, operation and maintenance of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of Georgia Power.

The Undersigned will notify Georgia Power in the event of Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Premises for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, or extensions or additions to the Facilities, and provided further that no

Parcel 011 Name of Line LINE CREEK SENOIA 115 KV TRANSMISSION LINE

buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to Georgia Power hereby) may be erected upon the Premises.

The Undersigned expressly grants to Georgia Power the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Premises (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify Georgia Power in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to Georgia Power.

Georgia Power shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto Georgia Power the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Premises.

The Undersigned warrants and will forever defend the title to the rights, privileges, and easements granted herein to Georgia Power against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Undersigned ha____ hereunto set _____ hand____ and seal, this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

Peachtree City

Witness

By: _____ (SEAL)
Name: _____
Title: _____

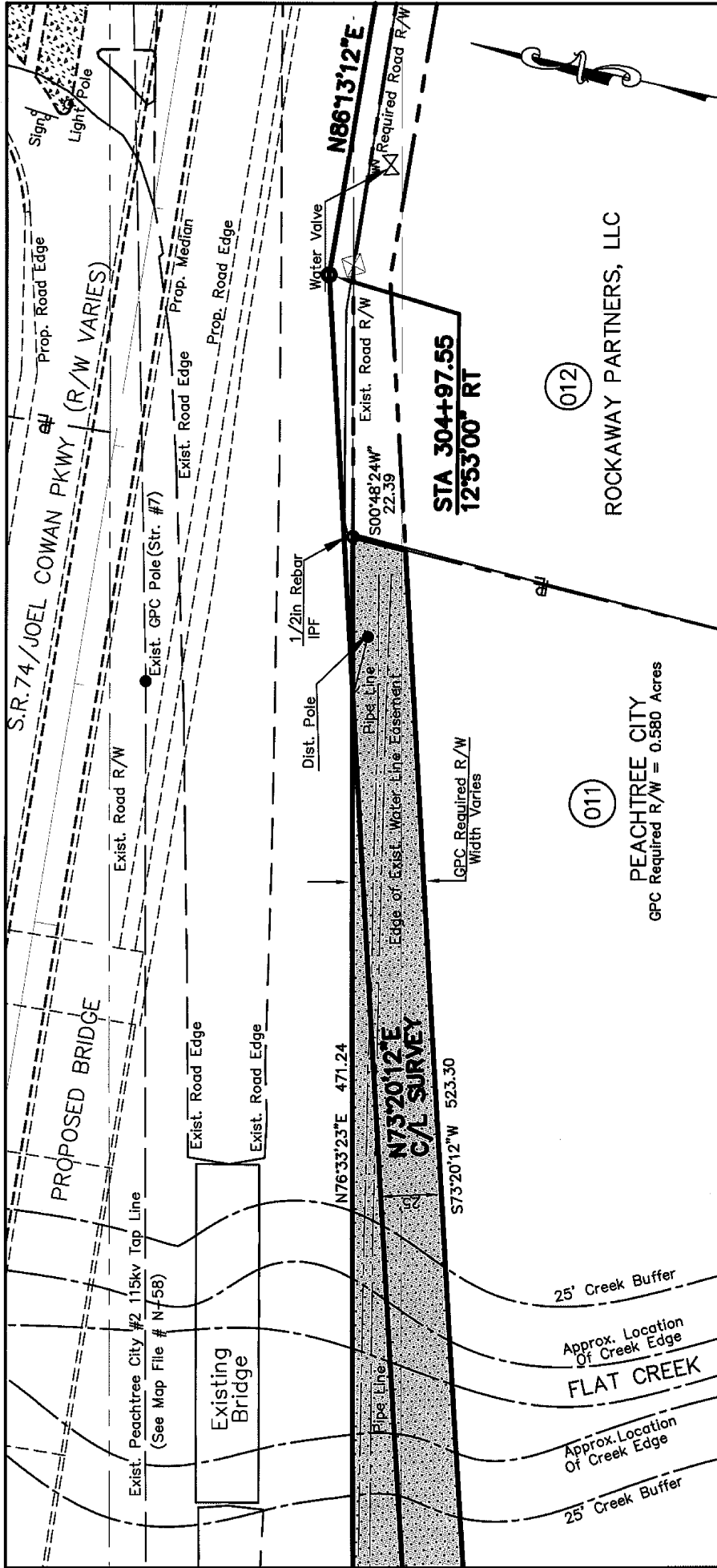
Notary Public

Attest: _____ (SEAL)
Name: _____
Title: _____

PARCEL 011
LEGAL DESCRIPTION

ALL THAT TRACT or parcels of land lying and being in Land Lot 29 of the 6th District, Fayette County, Georgia and being more particularly described as follows:

To establish the point of beginning, BEGINNING at a point, being an iron pin found (1/2" rebar) on the Southerly side of existing S.R. 74/Joel Cowan Parkway right of way, said iron pin marking a corner common to lands now or formerly of Peachtree City and lands now or formerly of Rockaway Partners, LLC, said point having a coordinate value of North 1,215,653.89 and East 2,183,203.05, according to the Georgia State Plane Coordinate System, NAD83(94) Georgia West Zone, and being the POINT OF BEGINNING; thence from said POINT OF BEGINNING South 00° 59' 31" West a distance of 22.91 feet to a point; thence South 73° 20' 12" West a distance of 523.55 feet to a point; thence South 05° 12' 46" East a distance of 57.13 feet to a point; thence South 84° 47' 14" West a distance of 10.00 feet to a point; thence North 05° 12' 46" West a distance of 57.13 feet to a point; thence North 83° 45' 45" West a distance of 151.81 feet to a point; thence North 00° 54' 00" East a distance of 22.81 feet to a point; thence in a general Northeasterly direction along a curve to the left having a radius of 954.67 feet and an arc distance of 202.81 feet, with a chord bearing and distance of North 84° 15' 57" East a distance of 202.43 feet to a point; thence North 76° 03' 49" East a distance of 475.03 feet to the POINT OF BEGINNING; said tract containing an area of 0.556 acres more or less.



REFERENCE: MAP FILE # P-49-1 (SHEET 4 OF 7)

SYMBOL LEGEND ○ DEPICTS IRON PIN SET ⊙ DEPICTS IRON PIN FOUND ⊗ DEPICTS GDOT PROPOSED ROW MARKER ⊕ DEPICTS ROW MARKER FOUND ● DEPICTS EXISTING GPC POLE ○ DEPICTS PROPOSED GPC POLE ⊗ DEPICTS POINT OF BEGINNING (POB) ⊕ DEPICTS CONTROL MONUMENT ⊗ DEPICTS GPC REQUIRED ROW ⊕ DEPICTS GPC EXISTING ROW		LINE CREEK - SENOIA 115KV TRANSMISSION LINE (S.R. 74 ROAD WIDENING PROJECT) CROSSING THE PROPERTY OF PEACHTREE CITY LAND LOT 29, 6TH DISTRICT, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA	
GEORGIA POWER COMPANY - LAND DEPARTMENT		DATE: 02/11/09 SCALE: 1" = 50' DRAWN BY: RAW EXHIBIT A SHT 2 OF 2	
PARCEL No. 011		012 ROCKAWAY PARTNERS, LLC	

Name of Line	LINE CREEK SENOIA 115 KV TRANSMISSION LINE		
No	8315	(S. R. 74 ROAD WIDENING PROJECT)	
Parcel No	008	Account No	69596-J06123-0-0-18600703
Letter File	6-3164	Deed File	10714 Map File P-49-1

State of Georgia

E A S E M E N T

Fayette County

For and in consideration of the sum of

Ten and 00/100 ***** Dollars

\$ 10.00 in hand paid by Georgia Power Company, A Georgia Corporation (hereinafter referred to as "Georgia Power" which term shall include successors and assigns), the receipt and sufficiency of which is hereby acknowledged,

The City of Peachtree City, Georgia

(hereinafter referred to as "the Undersigned", which term shall include heirs, Successors and assigns) whose Post Office Address is

Highway 74, Peachtree City, GA 30269

does hereby grant to Georgia Power the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric transmission, distribution and communication lines, together with necessary or convenient towers, frames, poles, wires, manholes, conduits, fixtures, appliances, and protective wires and devices in connection therewith (all being hereinafter referred to as "the Facilities") upon or under a tract of land being more fully located and described below (hereinafter referred to as "the Premises"), together with the right of Georgia Power to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Georgia Power together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Premises for the purposes above described, including the right of ingress and egress to and from the Premises over lands of the Undersigned and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Premises or that may hereafter may be placed on the Premises by the Undersigned or any other person.

Further, Georgia Power shall have the right to cut, remove and dispose of dead, diseased, weak, or leaning trees (hereinafter referred to as "danger trees") on lands of the Undersigned adjacent to the Premises which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities located on the Premises, provided that on future cutting of such danger trees, Georgia Power shall pay to the Undersigned the fair market value of the merchantable timber so cut, timber so cut to become the property of Georgia Power.

Parcel 008 Name of Line LINE CREEK SENOIA 115 KV TRANSMISSION LINE

The Undersigned shall notify Georgia Power of any party with whom it contracts, and who owns as a result thereof, any danger trees to be cut as set forth above. Georgia Power shall also have, and is hereby granted, the right to install, maintain and use anchors or guy wires on lands of the Undersigned adjacent to the Premises and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the ground surface of the Premises.

The Premises are shown on a plat made by or for Georgia Power, and on file in Georgia Power's Land Department and are described as follows:

The tract of land which is the subject of this Easement is more particularly shown on a Georgia Power drawing entitled " Line Creek - Senoia 115kV Transmission Line (S.R. 74 Road Widening Project), crossing the property of The City of Peachtree City, Georgia, Land Lot 33, 6th District, Peachtree City, Fayette County, Georgia", designated Exhibit "A", a copy of which is attached hereto, made a part hereof and incorporated by reference.

Georgia Power shall pay or tender to the Undersigned or owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on the Premises by employees of Georgia Power and its agents, in the construction, reconstruction, operation and maintenance of the Facilities, except those crops, fruit trees and fences which are an obstruction to the use of the Premises as herein provided or which interfere with or may be likely to interfere with or endanger the Facilities or the proper maintenance and operation, provided the Undersigned shall give Georgia Power written notice of the alleged damage within thirty (30) days after the alleged damage shall have been done. The Undersigned shall notify Georgia Power of any party with whom the Undersigned contracts and who owns, as a result thereof, any growing crops, fruit trees or fences, and the Undersigned shall inform said party of the notification provision set forth herein. Any growing crops, fruit trees or fences so cut or damaged on the Premises in the construction, operation and maintenance of the Facilities are to remain the property of the owner thereof.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of the Facilities and that timber so cut is to become the property of Georgia Power.

The Undersigned will notify Georgia Power in the event of Undersigned has contracted with another party who owns as a result thereof the timber to be so cut.

The Undersigned has the right to use the Premises for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, or extensions or additions to the Facilities, and provided further that no

Parcel 008 Name of Line LINE CREEK SENOIA 115 KV TRANSMISSION LINE

buildings or structures other than fences (which shall not exceed eight (8) feet in height and shall neither obstruct nor otherwise interfere with any of the rights granted to Georgia Power hereby) may be erected upon the Premises.

The Undersigned expressly grants to Georgia Power the right to take any action, whether at law or in equity, and whether by injunction, ejectment or other means, to prevent the construction, or after erection thereof to cause the removal, of any building or other structure(s) located on the Premises (other than fences as provided for herein), regardless of whether the offending party is the Undersigned or not. The Undersigned will notify Georgia Power in the event the Undersigned contracts with a third party who owns, as a result thereof, any buildings or other such structures. The Undersigned acknowledges and agrees that said rights are necessary for the safe and proper exercise and use of the rights, privileges, easements, and interests herein granted to Georgia Power.

Georgia Power shall not be liable for or bound by any statement, agreement or understanding not expressed herein.

TO HAVE AND TO HOLD forever unto Georgia Power the rights, privileges, easements, powers, and interests granted herein, which shall be a covenant running with the title to the Premises.

The Undersigned warrants and will forever defend the title to the rights, privileges, and easements granted herein to Georgia Power against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Undersigned ha____ hereunto set _____ hand____ and seal, this _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

The City of Peachtree City, Georgia

Witness

By: _____ (SEAL)
Name:
Title:

Notary Public

Attest: _____ (SEAL)
Name:
Title:

PARCEL 008
LEGAL DESCRIPTION

ALL THAT TRACT or parcels of land lying and being in Land Lot 33 of the 6th District, Fayette County, Georgia and being more particularly described as follows:

To establish the point of beginning, BEGINNING at a point on the property line common to lands now or formerly of Peachtree City and lands now or formerly of Peachtree City Water and Sewerage Authority, said point having a coordinate value of North 1,215,786.70 and East 2,181,806.43, according to the Georgia State Plane Coordinate System, NAD83(94) Georgia West Zone, and being the POINT OF BEGINNING; thence from said POINT OF BEGINNING North 54° 56' 17" West a distance of 64.84 feet to a point; thence South 49° 16' 41" West a distance of 55.48 feet to a point; thence North 40° 43' 19" West a distance of 10.00 feet to a point; thence North 49° 16' 41" East a distance of 55.48 feet to a point; thence North 26° 30' 22" West a distance of 129.27 feet to a point; thence South 49° 56' 18" East a distance of 163.83 feet to a point; thence South 04° 33' 16" East a distance of 41.26 feet to a point; thence South 39° 13' 23" West a distance of 17.99 feet to the POINT OF BEGINNING; said tract containing an area of 0.159 acres more or less.

THE STRIPLING SHAW STRIPLING GROUP

AN ASSOCIATION OF INDEPENDENT REAL ESTATE APPRAISERS
COMMERCIAL- RESIDENTIAL APPRAISERS & CONSULTANTS
6185 Crooked Creek Road, Suite C
Norcross, Georgia 30092

W. S. Stripling, MAI
Wayne Shaw, GAA
W. Todd Stripling

(770) 449-1600 - Office
(770) 449-6110 - Fax

January 25, 2008

Ms. Claudette Saunders
Land Acquisition Coordinator
Land Department
Georgia Power Company
Bin 10151
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374

RE: Appraisal - Summary Report
The City of Peachtree City, Georgia Property - Georgia Power Parcel Number 8
Line Creek - Senoia 115KV Transmission Line,
(S.R. 74 Road Widening Project)
86.80± Acres of Land located on S.R. 74/Joel Cowan Parkway southeast of Copper Circle,
Land Lots 33 and 44, 6th District, Tax Parcel Number 06-09-012,
Peachtree City, Fayette County, Georgia.

Dear Ms. Saunders:

As requested we have viewed and appraised the above captioned property in order to provide you with an estimate of Market Value, as defined, of the property to be acquired as it relates to the total tract of the subject property.

The property was viewed on several dates up to and including January 24, 2008 and the effective date of the appraisal is January 24, 2008.

As of January 24, 2008, the Market Value of the permanent easement area to be acquired is estimated to be;

\$9,600

This figure represents the rounded amount of 0.159± acre of permanent easement area valued at the rate of \$33,800 per acre, which is 65% of the full fee value of \$52,000 per acre plus consequential damages. Based on the location of the proposed acquisition in relation to the remaining property, consequential damages are estimated to accrue to the remainder as a result of the acquisition.

Ms. Claudette Saunders
January 25, 2008
Page 2

The method of valuation, together with the pertinent facts and data gathered in our investigation, are detailed in the attached narrative report. The appraiser has viewed the subject property. Employment of the appraiser was not conditional upon the appraiser producing a specified value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based on whether a loan application is approved or disapproved. The estimated exposure period is less than 12 months for this property.

This appraisal is presented in a summary report.

No environmental hazards were noted in our inspection. However, we are not experts in this field. We would recommend that a Phase I environmental study be performed in order to determine if there are any environmental hazards on or around the site.

This appraisal business is appreciated, and we trust that this information is satisfactory and serves your purposes.

Sincerely,

The Stripling Shaw Stripling Group



W. Todd Stripling
Certified Real Estate Appraiser
GA# 1291

WTS:na

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have viewed the property that is the subject of this report.
- Nelya Alekseenko provided significant professional assistance to the persons signing this report.

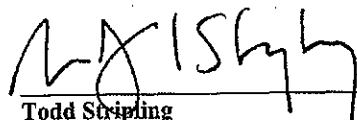
RESTRICTION UPON DISCLOSURE AND USE

I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Disclosure of contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected) or any reference to the Appraisal Institute or to the MAI or SRA designation shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.



Todd Stripling
Certified Real Estate Appraiser
Ga. #1291

THE STRIPLING SHAW STRIPLING GROUP

THE STRIPLING SHAW STRIPLING GROUP

AN ASSOCIATION OF INDEPENDENT REAL ESTATE APPRAISERS
COMMERCIAL- RESIDENTIAL APPRAISERS & CONSULTANTS
6185 Crooked Creek Road, Suite C
Norcross, Georgia 30092

W. S. Stripling, MAI
Wayne Shaw, GAA
W. Todd Stripling

(770) 449-1600 - Office
(770) 449-6110 - Fax

January 25, 2008

Ms. Claudette Saunders
Land Acquisition Coordinator
Land Department
Georgia Power Company
Bin 10151
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374

RE: Appraisal – Summary Report
The City of Peachtree City, Georgia Property – Georgia Power Parcel Number 11
Line Creek – Senoia 115KV Transmission Line,
(S.R. 74 Road Widening Project)
9.90± Acres of Land located on S.R. 74/Joel Cowan Parkway west of Rockaway Road,
Land Lot 29, 6th District, Tax Parcel Number 06-09-014,
Peachtree City, Fayette County, Georgia.

Dear Ms. Saunders:

As requested we have viewed and appraised the above captioned property in order to provide you with an estimate of Market Value, as defined, of the property to be acquired as it relates to the total tract of the subject property.

The property was viewed on several dates up to and including January 24, 2008 and the effective date of the appraisal is January 24, 2008.

As of January 24, 2008, the Market Value of the permanent easement area to be acquired is estimated to be;

\$4,800

This figure represents the rounded amount of 0.764± acre of permanent easement area valued at the rate of \$6,240 per acre, which is 60% of the \$10,400 per acre "flood plain" fee. Based on the location of the proposed acquisition, in relation to the remaining property, no amount of consequential damages are estimated to accrue to the remainder as a result of the proposed acquisition.

Ms. Claudette Saunders
January 25, 2008
Page 2

The method of valuation, together with the pertinent facts and data gathered in our investigation, are detailed in the attached narrative report. The appraiser has viewed the subject property. Employment of the appraiser was not conditional upon the appraiser producing a specified value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based on whether a loan application is approved or disapproved. The estimated exposure period is less than 12 months for this property.

This appraisal is presented in a summary report.

No environmental hazards were noted in our inspection. However, we are not experts in this field. We would recommend that a Phase I environmental study be performed in order to determine if there are any environmental hazards on or around the site.

This appraisal business is appreciated, and we trust that this information is satisfactory and serves your purposes.

Sincerely,

The Stripling Shaw Stripling Group


W. Todd Stripling
Certified Real Estate Appraiser
GA# 1291

WTS:na

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have viewed the property that is the subject of this report.
- Nelya Alekseenko provided significant professional assistance to the persons signing this report.

RESTRICTION UPON DISCLOSURE AND USE

I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

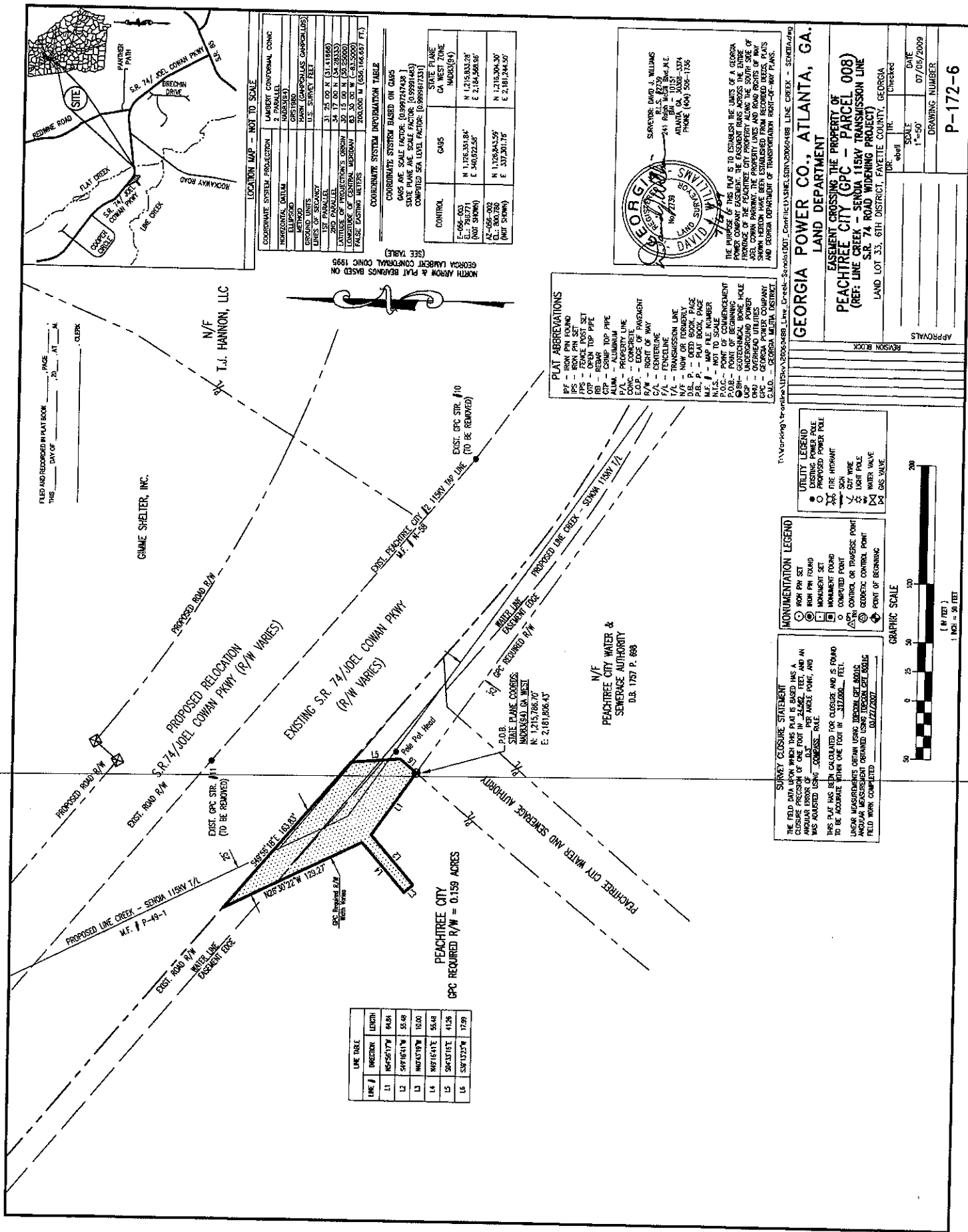
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

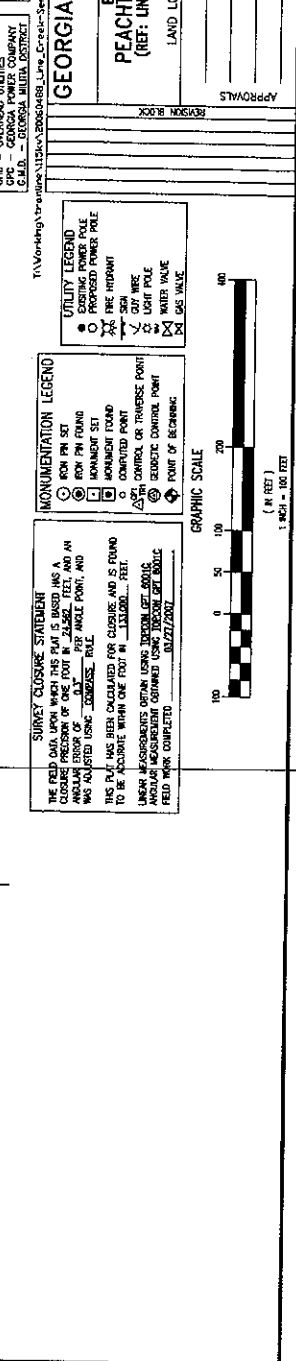
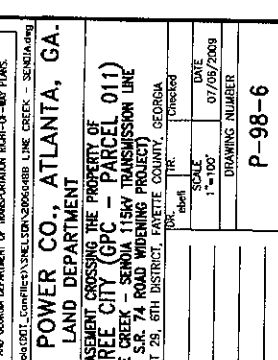
Disclosure of contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected) or any reference to the Appraisal Institute or to the MAI or SRA designation shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.


Todd Stripling
Certified Real Estate Appraiser
Ga. #1291

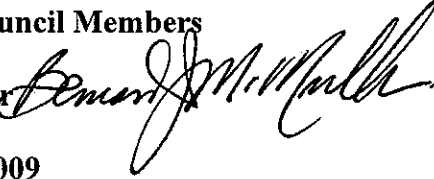
THE STRIPLING SHAW STRIPLING GROUP





CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: August 14, 2009
SUBJECT: Consider License Assignment Agreement – Tennis Center Pro Shop
August 20, 2009, City Council Meeting

Recommendation:

That Council approve and authorize the Mayor to sign the attached Pro Shop License Assignment Agreement

Discussion:

In June, the City released the Peachtree City Tourism Association from its responsibility of managing the Peachtree City Tennis Center and entered into a management agreement with Sequoia Tennis Management LLC (Canongate) to operate the facility on the City's behalf. The attached agreement assigns the sublease of the Pro Shop by Your Serve, Inc., from the Tourism Association to Sequoia.

The Peachtree City Tourism Association and Sequoia have executed the agreement, and the City Attorney will be available at the meeting on August 20 to answer any questions.

Budget Impact:

This item has no budgetary impact.

FAYETTE COUNTY
STATE OF GEORGIA

PRO SHOP LICENSE ASSIGNMENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2009, between Your Serve, Inc., a Georgia corporation with its principal offices located in Snellville, Georgia, (hereinafter "Contractor"), Peachtree City Tourism Association, Inc., a Georgia non-profit corporation with its principal offices located in Fayette County, Georgia, as assignor (hereinafter "Assignor Association"), The City of Peachtree City, Georgia, (hereinafter "City") and Sequoia Tennis Management LLC., a Georgia limited liability company, with its principal offices located in Fayette County, Georgia, as assignee (hereinafter "Assignee Sequoia");

WHEREAS, a License Agreement was entered into by Contractor and Assignor Association on March 10th 2004, and

WHEREAS, as provided by the terms of said License Agreement, said Agreement was subsequently renewed and amended on March 2, 2005, February 15th 2006, and February 25, 2008 and,

WHEREAS, the Assignor Association and the City have mutually agreed to terminate the lease agreement providing the Association the right to manage and operate the Peachtree City Tennis Center and,

WHEREAS, the City has entered into a subsequent management agreement for the management of the Peachtree City Tennis Center with Assignee Sequoia with an effective date of July 1, 2009, and,

WHEREAS, the Assignor Association, Contractor and Assignee Sequoia mutually wish to assign the rights, privileges, duties and obligations set forth in the License Agreement dated February 25, 2008 (hereinafter the "License Agreement"),

NOW THEREFORE, in consideration of \$10.00 paid and the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor, Assignor Association, City and Assignee Sequoia hereby agree as follows:

ARTICLE I

- A. All rights, duties, privileges, responsibilities and obligations of the Assignor Association set forth in the License Agreement are assigned to Assignee Sequoia. Contractor shall retain all duties, privileges, responsibilities and obligations set forth in the License Agreement.

- B. Contractor and Assignor Association mutually agree to the assignment of the License Agreement and expressly state that by executing this Agreement that each party has granted its written consent to each other to assign the License Agreement. Contractor and Assignor Association mutually agree that the terms for the assignment of the License Agreement set forth in ARTICLE VI F of the License Agreement has been fulfilled.
- C. The Assignor Association, Assignee Sequoia, and Contractor agree that this Assignment Agreement shall have an effective date of July 1, 2009, or that date upon which Sequoia assumes management responsibilities for the Tennis Center.
- D. The Assignor Association, Contractor and Assignee Sequoia mutually agree that the "anniversary date of the start of Pro Shop operations" shall be April 15th and that date shall govern the interpretation of the Term of the License Agreement set forth in ARTICLE II A of the License Agreement.
- E. If Assignee Sequoia ceases to manage the Peachtree City Tennis Center on or before April 15, 2010, Assignee Sequoia will assign to the City, and the City will assume, as of the date of cessation of Assignee Sequoia's management duties, all rights, duties, privileges, responsibilities and obligations Assignee Sequoia assumed in Article I A of this Assignment Agreement. It is agreed and understood by the Parties to this Agreement that the noted potential assignment will require no action by Assignor Association or the City, and is hereby automatically and unconditionally approved by Contractor.
- F. To the extent permitted by law, the Contractor agrees to indemnify, save and hold the Assignor Association, its officers, boards and employees harmless from and against any claims or liability resulting from Contractor's negligence or willful misconduct in the provision of services provided during the term of the License Agreement with the Assignor Association.
- G. To the extent permitted by law, the Assignor Association agrees to indemnify, save and hold the Contractor harmless from and against any claims or liability resulting from Association's negligence or willful misconduct in the provision of services provided during the term of the License Agreement with Contractor.

ARTICLE II

- A. For purposes of all matters related to this Agreement, Contractor designates its President, Dale Queen, as the authorized representative of the Contractor.
- B. For purposes of all matters related to this Agreement, Assignee Sequoia designates its Chief Financial Officer Kipp D. Orme as the authorized representative of Assignee Sequoia.
- C. With the exception of the potential assignment provided in ARTICLE I E, this Agreement may not be assigned by Assignee Sequoia or Contractor without the prior written consent of the other party, not to be unreasonably withheld. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

- D. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the License Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- E. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, or by facsimile (with confirmation sent by Registered Mail) addressed as follows:

As to Contractor:
Your Serve, Inc.
2059 Scenic Highway
Suite 117
Snellville, GA 30078
Attn: Dale Queen, President
Facsimile No.: 770-982-1518

As to the Association:
Peachtree City Tourism Association, Inc.
151 Willowbend Road
Peachtree City, GA 30269
Attn: Lauren Yawn, Executive Director

As to Sequoia:
Sequoia Tennis Management LLC
1955 Highway 34 East
Newnan, Georgia 30265-1327
Attention: Kipp D. Orme, Chief Financial Officer
Phone: 404-392-0319

As to City:
City Hall
151 Willowbend Road
Peachtree City, Georgia 30269
Attention: Bernie McMullen, City Manager
Phone: 770-487-7657

or such address as shall be furnished by written notice to the other parties.

- F. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

- G. No waiver by either party of any default by the other party in performance of any provisions of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
- H. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- I. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- J. The Parties acknowledge that they have mutually participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party herein or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; that the Parties at all times have had access to attorneys even if they voluntarily chose not to use the same in the negotiation of the terms of and the preparation and execution of this Agreement, and the Parties have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to its execution and delivery thereof; that no representations or warranties have been made on behalf of either party or relied on by either party pertaining to the subject matter of this Agreement, other than those that are set forth herein, and all prior statements, representations and warranties, if any, are totally superseded and merged into this Agreement. The Parties agree that the terms of this Agreement were negotiated at arms length, and that this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any party upon any other party; and that the execution and delivery of this Agreement is the free and voluntary act of each party executing it.
- K. Nothing contained in this Assignment Agreement shall be deemed or construed to create a partnership, joint venture or relationship of principal and agent between Assignor Association and Contractor or between Assignor Association and Assignee Sequoia or any other party, or cause Assignor Association to be responsible in any way for the debts or obligations of Contractor or any other party, it being the intention of the parties that all prior License obligations of the Assignor Association is ended.
- L. This Assignment Agreement may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts, when taken together, shall constitute one and the same original Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year hereinafter given.

“CONTRACTOR”

Your Serve, Inc.

Dated: _____ By: _____ Dale Queen, President

(CORPORATE SEAL)

“ASSIGNOR ASSOCIATION”

Peachtree City Tourism Association, Inc.

Dated: 8/12/09 By: Will W Bexley

William Bexley, Chairman

(CORPORATE SEAL)

“ASSIGNEE SEQUOIA”

Sequoia Tennis Management LLC, a Georgia limited liability company

By: Sequoia Golf Management LLC, a Georgia limited liability company and its manager

By: Sequoia Golf Holdings, LLC, a Delaware limited liability company and its manager

By: _____

Name: Kipp D. Orme

Title: Chief Financial Officer

Dated: 8/11/09

“CITY”

BY _____

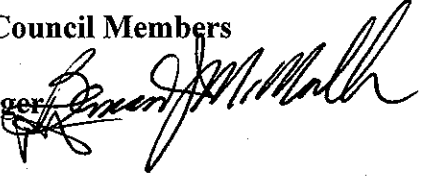
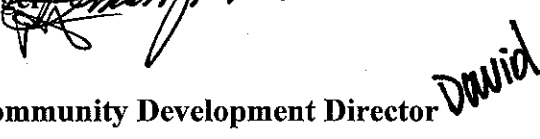
Harold Logsdon, Mayor

Dated: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
City Clerk 

FROM: Interim Community Development Director *David*

DATE: August 13, 2009

SUBJECT: Consider proposed amendments to Section 1009, OS Open Space zoning district.
August 20, 2009 City Council Agenda

Recommendation:

Adopt amendments to Section 1009, OS Open Space as proposed.

Discussion:

After numerous workshops with both the Planning Commission and City Council, this item was presented to City Council on December 18, 2008 for consideration. Council voted to continue this item and requested that Staff examine separation requirements for uses permitted within these new zones and adjoining residential property. There was discussion that some uses within the new zoning districts might impact adjoining residential property, and Council wanted to include language that would provide a more substantial separation between these uses (Attachment "A").

Within the context of the transition yard ordinance, we now require all uses permitted within the GC, LUC, OI, LI and GI to be separated from adjoining residentially-zoned property by an undisturbed buffer of no less than 75' in width. To be consistent, Staff is developing an amendment to the transition yard ordinance whereby uses in each of the city's zoning districts would be required to comply with the transition yard ordinance. This item will be brought forward within the next few weeks for consideration. We will then examine each of the zoning ordinances to ensure they are consistent with this requirement.

Staff is proposing that we proceed with adopting the amendments to the OS-P and OS-C zoning ordinance, which will allow us to move forward with rezoning process for the parcels currently zoned OS Open Space.

Consider proposed amendments to Section 1009, OS Open Space zoning district

August 20, 2009

Page 2

These changes are reflected within the attached zoning ordinance (Attachment "B").

Budget impact:

There are no budget impacts associated with this request.

**EXCERPT FROM APPROVED MEETING MINUTES
CITY COUNCIL
December 18, 2008**

06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts

- a. Sec. 1006 GC, General commercial district (to be continued)*
- b. Sec. 1006A LUC, Limited use commercial (to be continued)*

Plunkett moved to continue “06-08-08 a. Sec. 1006 GC, General commercial district and b. Sec. 1006A LUC, Limited use commercial” indefinitely. Sturbaum seconded. The motion carried unanimously.

c. Sec. 1009 OS, Open space and conservation district

City Planner David Rast noted that, based on feedback at the December 2 workshop, the Open Space (OS) zoning would be divided into two categories – OS-Conservation (OS-C) and OS-Public (OS-P). The intent of the OS-C zoning district was to preserve the property. The permitted uses would include undeveloped, natural land; paved, multi-use paths or natural surface trails; boardwalks, scenic overlooks, playgrounds and/or picnic areas; archaeological or historic sites, and cemeteries established prior to the adoption of this ordinance. The conditional uses would include a building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and all easements approved by City Council; stormwater detention facilities, subject to review and approval by the Planning Commission; and telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance. In addition, Rast said the proposed amendment would limit the height of buildings in OS-C zoning districts to 10 feet to keep them in scale with the natural environment, which allowed the pump stations and lift stations that already existed and any new improvements. The Telecommunications Ordinance identified open space as a viable location for telecommunications towers and equipment, and it was kept as a conditional use. There would be several requirements that had to be met before the use would be approved.

Rast said there were a number of areas that could be zoned OS-P, including public property such as the City Hall complex, and churches. The OS-P designation included uses owned by the City, the Board of Education, and Fayette County, as well as detention facilities. The permitted uses in OS-P zoning would include undeveloped, natural land; paved, multi-use paths or natural surface trails; boardwalks, scenic overlooks, playgrounds and/or picnic areas; archaeological or historic sites; cemeteries established prior to the adoption of this ordinance; building, facility or land for the distribution of utility services; building, facility or land for non-commercial park, recreation, thoroughfare, or open space purposes; public or private boat dock, fishing pier, boathouse and related accessory concession and support facilities, where permitted through deed restrictions; and public and/or private golf course, including clubhouses, swimming pools, tennis courts or other associated activities located thereon, but not including miniature golf courses. The conditional uses would include a building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and/or City Council;

stormwater detention facilities, subject to review and approval by the Planning Commission and/or City Council; telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance; church or other place of worship with numerous conditions regarding setbacks, parking, and on-site sewage disposal.

Rast said the Planning Commission reviewed the changes on December 8 and voted unanimously to forward the changes to the Open Space ordinance to Council with a recommendation for approval.

The public hearing opened.

Phyllis Aguayo noted that proposed amendment included a provision for suitable walls or fences and suitable plantings between residential properties and other uses. Rast said the wording referred to the conditional use for a church. He briefly went over the setbacks, adding that the requirements for a church had not changed and were the same requirements identified in each of the zoning districts though the conditional use. The intent of the wording was to supplement the 20 feet between the parking and the adjoining property line with fencing or evergreen plant material. Aguayo added that churches were now used more intensely than just Sunday morning. She asked that more buffering adjacent to residential property be considered. Rast said they could look at it, but they would have to go back and amend each zoning district if Council or the Planning Commission felt it should be done. Plunkett asked if the proposed buffers were similar to what they were looking at to separate commercial and residential uses. Rast said the buffers would go up to 75 feet for those uses. Staff and Planning Commission had not studied buffers between churches and other uses, but a separation of uses should include churches. Rast asked Council to continue the agenda item, so it could be studied.

The public hearing closed.

Plunkett moved to continue "06-08-08 c. Sec. 1009 OS, Open space and conservation district" indefinitely. Sturbaum seconded. The motion carried unanimously.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, AS AMENDED, SPECIFICALLY THE ZONING ORDINANCE, ARTICLE X, REQUIREMENTS BY DISTRICT, SECTION 1009, OS OPEN SPACE AND CONSERVATION ZONING DISTRICT, TO CLARIFY USES PERMITTED WITHIN THE OS ZONING DISTRICT, AND TO ESTABLISH A NEW SECTION 1009A, OS OPEN SPACE PUBLIC DISTRICT TO ESTABLISH THE USES PERMITTED WITHIN SUCH DISTRICT; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City that:

Section 1. Article X, Requirements by District, Section 1009, OS open space and conservation zoning district of the Peachtree City Zoning Ordinance, be repealed in its entirety and replaced as follows:

Sec. 1009. OS-C open space - conservation district.

(1009.1) *Intent of district:* It is intended that the OS-C zoning district be established to conserve and protect natural areas, floodplain and/ or wetland areas, historical sites, wildlife habitats and lands agreed to be left undisturbed and undeveloped as a part of the site plan approval process or as identified within the city's master plan. The regulations which apply for uses in this district are designed to protect the open nature of the landscape and discourage encroachment by residential, commercial, industrial or other uses capable of adversely affecting the undeveloped character of the district. The primary purpose of designating these areas is to raise the degree of assurance that designated open space will remain open.

(1009.2) *Permitted uses:* The following uses shall be permitted in any OS-C zoning district:

- (a) Undeveloped, natural land.
- (b) Paved, multi-use paths or natural surface trails.
- (c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas.
- (d) Archaeological or historic sites.
- (e) Cemeteries established prior to the adoption of this ordinance.

(1009.3) *Conditional uses.*

- (a) Building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and/ or City Council.
- (b) Stormwater detention facilities, subject to review and approval by the Planning Commission and/ or City Council.
- (c) Telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance.

(1009.4) *Other requirements:* Unless otherwise specified in this ordinance, uses permitted in OS-C zoning districts shall conform to the following standards:

- (a) Minimum zoning lot area: None.
- (b) Minimum lot width: None.
- (c) Minimum front setback depth: 50 feet.
- (d) Minimum side setback depth: 20 feet.
- (e) Minimum rear setback depth: 50 feet.
- (f) Maximum building and structure height: Ten feet, unless approved through the site plan review process.

Section 2. Article X, Requirements by District, be amended by adding a new Section 1009A, OS-P open space – public district, to said article, said new Section 1009A to read and to be codified as follows:

Sec. 1009A. OS-P open space - public district.

(1009A.1) *Intent of district:* It is intended that the OS-P zoning district be established to conserve and protect natural areas and to control development on certain land and water areas which provide for public parks and/ or buildings, scenic areas or open spaces, to protect watersheds and water supply reservoirs and to allow for recreational uses. The regulations which apply to uses in this district are designed to protect the open nature of the landscape and discourage encroachment by residential, commercial, industrial or other uses capable of adversely affecting the undeveloped character of the district.

(1009A.2) *Permitted uses:* The following uses shall be permitted in any OS-P zoning district:

- (a) Undeveloped, natural land.
- (b) Paved, multi-use paths or natural surface trails.
- (c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas.
- (d) Archaeological or historic sites.

- (e) Cemeteries established prior to the adoption of this ordinance.
- (f) Publicly owned building, facility or land.
- (h) Building, facility or land for park, recreation, thoroughfare, or open space purposes.
- (i) Public or private boat dock, fishing pier, boathouse and related accessory concession and support facilities, where permitted through deed restrictions.
- (j) Public and/ or private golf course, including clubhouses, swimming pools, tennis courts or other associated activities located thereon, but not including miniature golf courses.

(1009A.3) *Conditional uses.*

- (a) Building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and/ or City Council.
- (b) Stormwater detention facilities, subject to review and approval by the Planning Commission and/ or City Council.
- (c) Telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance.
- (d) Church or other place of worship on the following conditions:
 - (1) Notwithstanding any other requirements in this ordinance the following conditions shall apply to all churches regardless of zoning district.
 - (2) Minimum zoning lot area is three acres.
 - (3) Minimum lot width: 100 feet.
 - (4) Minimum setback area, front:
 - (a) Building: 40 feet.
 - (b) Parking: 20 feet.
 - (5) Minimum setback area, side: 15 feet. If adjoining a residential lot, the city's transition yard ordinance applies.
 - (6) Minimum setback area, rear: 30 feet. If adjoining a residential zoning lot, the city's transition yard ordinance applies.
 - (7) Maximum building height: As approved by the fire department.
 - (8) All zoning lots shall have direct access onto an arterial, major collector road or have access to an arterial, major collector or industrial/commercial road via a minor collector.
 - (9) Any existing church in any zoning district may comply with either the requirement existing prior to enactment of this ordinance or they may comply with the conditions of this section. They shall not be permitted to comply with various sections of both requirements.
- (e) On-site sewage disposal system with the following conditions:
 - (1) The zoning lot is at least one acre in area.
 - (2) A permit for the system is obtained from the county health department prior to its installation.

Deleted: building setback shall be 75 feet

Deleted: building setback shall be 75 feet

Deleted: (9) . No parking shall be permitted within 20 feet of the property line of any adjoining residential zoning lot.¶
(10) . Parking and/or service areas shall be separated from adjoining residential lots by a suitable fence or wall six feet in height or a suitable evergreen planting screen six feet in height at time of planting. The required fence, wall, or evergreen planting screen must provide for a reasonable visual separation between properties. No fence or wall in excess of four feet may be placed in a setback area adjoining a public street.¶

Deleted: 11

(1009A.4) *Other requirements:* Unless otherwise specified in this ordinance, uses

permitted in OS-P zoning districts shall conform to the following standards:

- (a) Minimum zoning lot area: None.
- (b) Minimum lot width: None.
- (c) Minimum front setback depth: 50 feet.
- (d) Minimum side setback depth: 50 feet. These setback requirements do not apply to boat docks, fishing piers, boathouses and similar structures normally used along shorelines, provided the structures are permitted in this district.
- (e) Minimum rear setback depth: 50 feet. These setback requirements do not apply to boat docks, fishing piers, boathouses and similar structures normally used along shorelines, provided the structures are permitted in this district.
- (f) Maximum building and structure height: Unlimited, but if the height of a proposed building or structure exceeds 35 feet, as measured from finish grade to the ridge line or the tallest portion of the roof, the proposed site access, site circulation and building design details regarding the overall building layout, proposed construction methods, and overall fire protection plan shall be reviewed and approved by the fire marshal and building official in accordance with current fire and building codes prior to the review by the city planning commission. The fire marshal and building official may impose additional or alternative requirements to the approval based on conditions to include but are not limited to, the type of building, construction type and/or the planned occupancy and use of the building and overall life safety considerations.

In addition to this review, federal air space regulations may apply should the building or structure exceed 35 feet in height

Section 3. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this

ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2009.

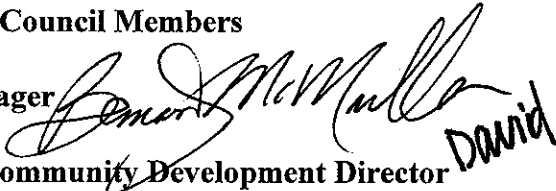
Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Interim Community Development Director

DATE: August 13, 2009

SUBJECT: Consider variance request to building setback (123 Crown Court)
August 20, 2009 City Council Agenda

Recommendation:

Table request indefinitely.

Discussion:

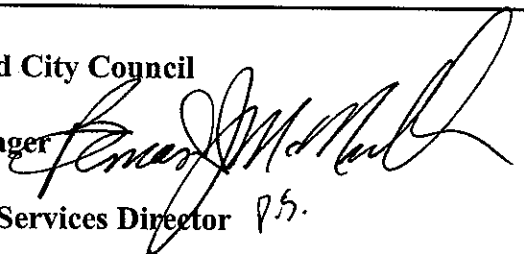
The conditions of zoning for the Cardiff Park subdivision will be presented to City Council on August 20 for adoption. These changes will require the Applicant to seek a variance for the proposed roof over her existing deck.

As a part of this submittal, the Applicant provided a letter from the Cardiff Park Community Association Board indicating they did not support the variance nor did they support the proposed enclosure as designed. While the city's current variance process does not require an applicant to secure approval from their Homeowner's Association prior to submitting an application, Staff has recommended that the Applicant work with their Community Association to get this issue resolved prior to bringing their variance application before Council.

The Public Hearing to consider this request will be rescheduled when this item is ready to bring forward.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director *p.h.*
DATE: August 20, 2009
SUBJECT: Public Hearing – 2009 Millage Rates
August 20, 2009 City Council Meeting

Recommendation:

Hold the second of three public hearings required by state law to gain public input on the proposed Peachtree City millage rates for 2009.

Discussion:

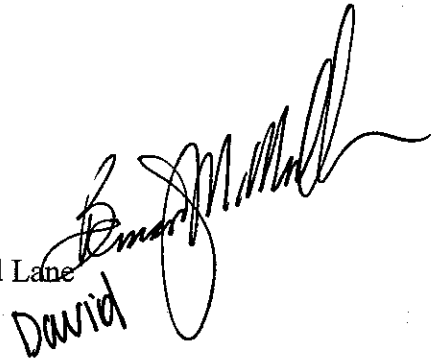
Staff will present a brief Powerpoint presentation explaining the proposed millage rates for the 2009 tax levy and will answer any questions. Members of the public will then be invited to speak on the matter. The third and final public hearing will be held at the special-called meeting on Thursday August 27 at 6:30 P.M. Adoption of the 2009 millage rates, and the FY 2010 Budget resolution, are also scheduled for this meeting.

Budgetary Impact:

N/A

POSITION PAPER

Proposed Rezoning
Greenwood Oaks tract (9.012 acres), Greenwood Lane
Interim Community Development Director
August 13, 2009


David

Situation:

Mr. John Higgins of Piedmont Homes purchased the property known to us as the Greenwood Oaks subdivision on Greenwood Lane. The overall 11.437-acre tract was formerly owned by Mr. Harry Sanders and Ms. Doris Cash. The front portion of the property (7.403 acres) is zoned R-43 Residential and the rear portion (4.034 acres) is zoned ER Estate Residential.

In 2005, the former property owners tried unsuccessfully to rezone the rear portion of the tract to R-43 Residential to accommodate the development of a 13-lot subdivision of one-acre lots with access via a public street connection to Greenwood Lane.

Following the denial of the rezoning request, the property was subdivided into a total of eight (8) lots, four of which have frontage on and are similar in size and shape to the existing lots across Greenwood Lane. These lots were approved with individual driveways off of Greenwood Lane. The City's Land Development Ordinance states: "*residential driveways shall not serve more than two single-family residential lots,*" which required the provision of two private driveways to provide access to the remaining four lots at the rear of the subdivision. To date, one home has been built within the subdivision.

The Applicant desires to rezone the undeveloped portion of the property (9.012 acres) from ER and R-43 to R-22 to accommodate a 13-lot subdivision of half-acre lots with access via a public street connection to Greenwood Lane. The remaining acreage (2.425 acres) would accommodate a total of two (2) lots.

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 application is included as Attachment "A."

Facts:

1. The front portion of the former Sanders/ Cash tract is 7.403 acres in area and was rezoned from AR Agricultural Reserve to R-43 on June 17, 1999.
2. The rear portion of the former Sanders/ Cash tract is 4.034 acres in area and was de-annexed from the Town of Tyrone and annexed into Peachtree City on June 17, 1999. This portion of the property was zoned ER Estate Residential at that time. The minutes of the Town of Tyrone or the City Council meetings where this item was discussed do not

Greenwood Oaks tract

August 13, 2009

Page 2

identify any conditions placed on this property pertaining to the de-annexation, annexation and/ or rezoning request (Attachment "B").

3. The former property owners tried unsuccessfully to rezone the entire tract to R-43 to accommodate a 13-lot subdivision of one-acre lots with access via a public street connection to Greenwood Lane. This rezoning request was denied by City Council at their meeting on April 21, 2005 (Attachment "C").
4. The Applicant submitted a concept plat on June 30, 2005 identifying a total of eight (8) lots within the overall subdivision. Four of the lots have frontage on and obtain access from Greenwood Lane. The four lots at the rear of the subdivision obtain access via two private driveways from Greenwood Lane (Attachment "D").
5. The property adjoins the Stephan tract to the west (zoned AR Agricultural Reserve), the Hughes tract to the north (zoned ER Estate Residential) and the Care tract to the east (zoned ER Estate Residential), all of which are within Peachtree City. Additionally, the property abuts the Dogwood Church tract to the east (zoned EI Educational Institutional) and the Maher tract to the west (zoned AR Agricultural Residential) in Tyrone.
6. The portion of the Kedron Hills subdivision that is located immediately across Greenwood Lane from the proposed subdivision is zoned R-43 Residential. The subject tract has approximately 680 LF of frontage on Greenwood Lane.
7. The recent update to the Land Use Plan identifies the property's land use as single-family, low-density use with a minimum lot size of one acre.
8. The Applicant desires to rezone 9.012 acres of the overall 11.43-acre subdivision to R-22 Residential to accommodate a subdivision of thirteen (13) half-acre lots. The remaining 2.425 acres would remain zoned R-43 and contain no more than two (2) residential lots.
9. The proposed subdivision would include a new public street from Greenwood Lane to provide access to the thirteen (13) lots.
10. There would be a net gain of seven (7) lots in the overall subdivision if the rezoning were approved.
11. At their meeting on August 10, 2009, the Planning Commission voted unanimously to forward this request to City Council with a recommendation that it not be approved (Attachment "E").

Possible solutions:

1. Recommend that the property be rezoned as proposed.
2. Recommend that the property be rezoned subject to conditions.
3. Recommend that the rezoning request not be approved.

Greenwood Oaks tract

August 13, 2009

Page 3

4. Recommend that the project be tabled for further discussion and to allow the Applicant to research and address concerns.

Staff analysis:

While there are some merits to the subdivision as proposed, including the provision of a public street to provide access to the homes and reducing the total number of driveways onto Greenwood Lane, the proposed rezoning is not consistent with the recommendations within the city's Land Use Plan or Comprehensive Plan. Both of these documents encourage residential development that becomes less dense as you move away from the village retail center. The proposed rezoning to R-22 increases the density in this area.

It must be noted the former owners of the property tried to rezone the ER portion of the property to R-43 on two separate occasions, both of which were denied by City Council. The minutes of these meetings reflect one of the reasons given to deny the request was the fact the rezoning was inconsistent with the Land Use Plan. There was also a concern the rezoning could establish a precedent for the remaining tracts of land north of Greenwood Lane as well as other tracts throughout the city.

Recommendation:

Staff recommends that the proposed rezoning from ER and R-43 to R-22 not be approved. This recommendation is based on the following:

1. The surrounding parcels are zoned ER Estate Residential, which requires a minimum lot size of three (3) acres and R-43 Residential, which requires a minimum lot size of one acre. The proposed rezoning of this tract of land would be inconsistent with the zoning on the surrounding tracts of land.
2. The proposed rezoning is not consistent with the Land Use Plan or the Comprehensive Plan, both of which encourage residential development that becomes less dense as you move away from the village retail center.
3. There is no compelling reason to rezone the property, as the property can be developed as currently zoned. The overall tract has already been subdivided into eight (8) lots, one of which has already been developed.
4. The proposed rezoning would establish a precedent for other tracts of land within the city should they come forward with a similar zoning request. In this particular case, there are several tracts of land north of Greenwood Lane currently zoned ER and/ or R-43, each of which could come forward with a similar zoning request should this be approved.



Please use blue or black ink to fill out this form.

REZONING PERMIT APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Fee: \$250\acre
 Receipt # 153989
 Date Filed 5/29/09
 Case # 2009-07
 Office Use Only

SITE LOCATION	Address <u>GREENWOOD LANE</u> <u>KEDRON HILLS</u> Proposed Use: <u>SINGLE FAMILY RESIDENTIAL</u> Site in which Village: ☐ Aberdeen ☐ Braelinn ☐ Glenloch ☐ Kedron ☐ Wilksmoor ☐ Industrial	SITE INFORMATION	Parcel #(s) <u>072913002 - 006</u> <u>& 072913008</u> Existing Zoning <u>R-43 & ER</u> Proposed Zoning <u>R-22</u> Property Size: <u>1</u> <u>9.01</u> Square Feet Acres
APPLICANT	Name <u>JERRY PETERSON</u> Address <u>616 WINGSPRING</u> City, State, Zip <u>PEACHTREE CITY, GA 30269</u> Phone # <u>770 487-9124</u> Email <u>petersonjerry@bellsouth.net</u>	OWNER	Name <u>PIEDMONT HOMES</u> Address <u>86 SMOKERSE POINT</u> City, State, Zip <u>PEACHTREE CITY 30269</u> Phone # <u>404 597-9651</u> Email <u>john.higgins@comcast.net</u>

IMPACTED AREAS	Sq ft Acres Disturbed Area <u>96,300</u> <u>2.2</u> Square Feet Acres Impervious Area <u>91,500</u> <u>2.1</u> Square Feet Acres Open Space & Greenbelts <u>NA</u> <u>NA</u> Square Feet Acres	LAND USE & ZONING	Please record all surrounding property within 200ft of site <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;">Land Use</th> <th style="width: 60%; text-align: center;">Zoning</th> </tr> </thead> <tbody> <tr> <td>North</td> <td style="text-align: center;"><u>SF</u></td> <td style="text-align: center;"><u>AR (TYRONE)</u></td> </tr> <tr> <td>East</td> <td style="text-align: center;"><u>SF</u></td> <td style="text-align: center;"><u>ER</u></td> </tr> <tr> <td>South</td> <td style="text-align: center;"><u>SF</u></td> <td style="text-align: center;"><u>R-43</u></td> </tr> <tr> <td>West</td> <td style="text-align: center;"><u>SF & CHURCH</u></td> <td style="text-align: center;"><u>R-43 PTL</u> <u>ET TYRONE</u></td> </tr> </tbody> </table>		Land Use	Zoning	North	<u>SF</u>	<u>AR (TYRONE)</u>	East	<u>SF</u>	<u>ER</u>	South	<u>SF</u>	<u>R-43</u>	West	<u>SF & CHURCH</u>	<u>R-43 PTL</u> <u>ET TYRONE</u>
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West	<u>SF & CHURCH</u>	<u>R-43 PTL</u> <u>ET TYRONE</u>																

LOCATION OF	Entrance to Site: <u>GREENWOOD LANE</u> Tree Save and Landscape Buffers: <u>SAVE TREES ALONG GREENWOOD LANE</u> Other Buffers: _____ Greenbelts (to be dedicated to the city): <u>NA</u> Multi-Use Path Connections: <u>ALONG GREENWOOD LANE CONNECTING NEWBURY STREET</u> Historical Resources: <u>NA</u> Natural Features: <u>NA</u> Stormwater Retention: <u>S.E. LOW POINT TO EXISTING DRAIN</u>
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BUILDING INFORMATION	Building type: <u>SINGLE FAMILY</u> Hrs of operation: <u>NA</u> to _____ # of stories: <u>2</u> Building height: <u>35'</u> Floor Area (Sq ft) <u>NA</u> <u>3000</u> Existing Proposed # of dwelling units: <u>13</u> Units/acre: <u>1.4</u> # of employees: <u>NA</u> <u>NA</u> Existing Proposed	Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application) <u>13 HALF ACRE LOTS FOR SINGLE</u> <u>FAMILY HOMES. INCREASE OF</u> <u>7 FROM CURRENT 6 PLAT LOTS.</u> Parking: <u>NA</u> <u>NA</u> <u>NA</u> <u>NA</u> # Required # Existing # Proposed # Pervious
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TYPE OF CONSTRUCTION	Structural Material: ☒ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other _____ Roof Material: ☐ Metal ☐ Tar ☒ Shingles ☐ Slate ☐ Other _____ Interior Finish: ☒ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other _____ Exterior Finish: ☒ Wood ☐ Metal ☐ Concrete ☒ Brick ☒ Other <u>VARIOUS</u>	SETBACKS	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;">Required</th> <th style="width: 60%; text-align: center;">Proposed</th> </tr> </thead> <tbody> <tr> <td>Front (Building)</td> <td style="text-align: center;"><u>50</u> ft</td> <td style="text-align: center;"><u>50</u> ft</td> </tr> <tr> <td>Front (Parking)</td> <td style="text-align: center;"><u>NA</u> ft</td> <td style="text-align: center;"><u>NA</u> ft</td> </tr> <tr> <td>Side</td> <td style="text-align: center;"><u>15</u> ft</td> <td style="text-align: center;"><u>15</u> ft</td> </tr> <tr> <td>Rear</td> <td style="text-align: center;"><u>30</u> ft</td> <td style="text-align: center;"><u>30</u> ft</td> </tr> </tbody> </table>		Required	Proposed	Front (Building)	<u>50</u> ft	<u>50</u> ft	Front (Parking)	<u>NA</u> ft	<u>NA</u> ft	Side	<u>15</u> ft	<u>15</u> ft	Rear	<u>30</u> ft	<u>30</u> ft
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TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity ¹	Traffic volume (ADT) ²	Est. traffic generated (ADT) ³
		GREENWOOD LANE	1	50	26.13	2	Y		
	(7 ADDITIONAL LOTS)								
Estimated traffic generated by heavy vehicles:				¹ See GADOT Highway Capacity Manual ² See GADOT Traffic Survey Unit (ADT - Average Daily Traffic) ³ Base on Institute of Transportation Engineers ratios - ratio used for estimate (e.g., x trips per y sq)					
Types of vehicles(s): <u>HA</u>							ADT: _____		
(vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc)									

UTILITIES & SERVICES INFO	Solid waste collection: <u>VARIOUS</u>		** Please attach letters from utilities indicating that their services can support the proposed development **	
		Natural gas: <u>VARIOUS</u>		
	Electrical Service: <u>GA POWER</u>	Underground? ☒ Yes ☐ No	Water supply:	Estimated total water demand (gpd):
	Telephone Service: <u>VARIOUS</u>	Underground? ☒ Yes ☐ No	☐ Individual Well(s) ☐ Community System ☒ Municipal System: (Fayette County Water Dept)	<u>2600</u>
	Cable TV Service: <u>CUMCAST</u>	Underground? ☒ Yes ☐ No	Wastewater collection/treatment: <u>7 LOTS</u>	Estimated total wastewater discharge (gpd):
			☐ Individual Onsite ☐ Community System ☒ Municipal System: (Peachtree City WASA)	<u>2600</u>

FIRE INFORMATION	Automatic Fire Sprinklers:		Briefly describe daily operations:	
	☐ Yes	☒ No, why? <u>S.F. HUMES</u>	(A separate detailed report is still required to be attached to this application)	
Automatic Fire Alarm:		<u>S.F. HUMES</u>		
☒ Yes ☐ No, why? <u>S.F. HUMES</u>				
# of Fire Hydrants: <u>1 GREENWOOD</u> <u>2</u>				
Existing Proposed				
Hazardous Material On Site?				
(If yes, describe type and method of storage to the right:)				
☐ Yes ☒ No		Material(s): _____ Storage: _____		

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: [Signature] Date: 5-18-06

Property Owner Signature: [Signature] Date: 5-18-09

Please complete the attached checklist.

OFFICE ONLY

This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Rast Date: 05-29-09

Date & Time of Planning Commission Public Hearing: Workshop 06-08-09 / PH 07-13-09

Date of City Council Public Hearing: 08-06-09 Case Number: 2009-07

**WRITTEN NARRATIVE
GREENWOOD OAKS
9.0 ACRES, R-22 ZONING PROPOSAL**

The 9.0 acres are currently zoned R-43 for 5.0 acres, and ER for 4.0 acres. Both areas were included in a 2006 subdivision plat of 11.4 acres including 8 lots. One of these 8 lots was sold and has a house, along with other 2006 subdivision improvements including sewer extensions and water taps to all 8 lots and two long private driveways each serving two lots. The other 4 lots are to have direct driveway access to Greenwood Lane, making a total of 6 driveways onto Greenwood Lane.

The property is open fields, rolling topography with scattered trees. This rezoning is a result of comments from potential home buyers and the builder Piedmont Homes desire to provide an identifiable neighborhood rather than 8 homes scattered around an open field. A new neighborhood plan will eliminate the condition of having homes behind and in front of other homes and the shared driveways. The new plan will also provide a neighborhood park, homes fronting on a real street, and yards more the size people are looking for these days for maintenance and expenses.

Seven additional lots:

This proposal is to rezone the 9.0 acres to R-22, half acre lots, as is most of Kedron Hills. The two lots on the east border including the existing home will remain as R-43. This zoning will increase the number of lots on the 11.4 acres from 8 to 15 including the two existing R-43 lots. Thus the additional lots resulting from this zoning will be 7 lots.

1. LAND USE:

The Land Use Map designates this property as "Single Family Low". The attachments include correspondence from the neighboring home and Kedron Hills Association in support of this neighborhood plan rather than the existing scattered lot pattern that exists.

- a. Impact on public & education facilities: 7 additional homes will not have an impact on public, education facilities or utilities.
- b. Maximum number of dwelling units will be 13 on the 9.0 acres.
- c. Maximum height of structures will be two stories with some walk-out basements.
- d. Mitigation on neighboring properties: The existing line of trees along Greenwood Lane will remain as a buffer for the lots across the street. There will now be only two entries from Greenwood Lane rather than the 6 that exist with the current plan, which allows the tree buffer to remain intact. The two one acre lots on the east will remain as a transition to the existing home to the east. R-22 lots have a minimum width of 120', which is only 30' less than the minimum 150' for R-43. Therefore the resulting streetscape with homes is not notably different.
- e. Proposed special amenities: The proposed single entry for the 13 homes will have a "Peachtree City" type of entry with signage and landscaping.

This entry along with the neighborhood park close to the entry will give the neighborhood its identity and a "sense of place" missing from the current lot pattern.

- f. Phasing: This neighborhood will be developed as one phase.

2. COMMUNITY DESIGN:

The proposed zoning will allow a neighborhood plan with a single entry, feature entry park, paths, and a real street rather than private driveways. All the homes will front on a street rather than backs of other homes as the existing zoning.

- a. Village Concept: This will become a desirable "sub-neighborhood" of Kedron Hills with similar size lots, much as Regents Square is to The Point. This will provide quality options within the larger neighborhood. The internal park will provide an amenity much like the parks in Saranac and Blueberry Hill.
- b. Path connections: Kedron Hills is currently served by paths leading in multiple directions to other residential and retail areas. The plan proposes paths connecting the park to Greenwood Lane and the community pool.
- c. Crime prevention: A limited single entry, public park, and "eyes on the street" type of front yards help to avoid crime within the neighborhood.
- d. Commercial parking: NA
- e. Structures at street edge: 50' front yard setback required in R-22 zoning is the same as R-43.
- f. Parking lots: NA
- g. Natural resources on site: The site is mostly open fields with scattered trees. There are no wetlands or streams on the site.
- h. Storm water: Water quality/detention will be addressed at the low points as water leaves the site. This is generally the southeast and southwest corners. This is not a large enough site to have a wet pond.
- i. Protecting natural terrain, drainage and vegetation: The site is open fields with scattered trees and slopes generally in the 5% to 10% range. There is a small area of about .6 acres with a slope of 15%. The development avoids the 15% area for streets or homes. The existing natural ridge dividing the property about 1/3, 2/3 will remain so the overall drainage is unchanged. The existing scattered trees will be preserved as possible around the homes and street. The existing tree buffer along Greenwood Lane will be preserved with the exception of the new entry.
- j. Aligning new roads: The new street will enter from Greenwood Lane about where the western existing driveway is located. This is the flattest portion of the site thus works well for the park. The new street then proceeds north avoiding the crest of the hill as well as the steepest slope.
- k. Architecture, landscaping: The homes will be equal to existing Kedron Hills homes in the area in terms of size, quality, materials and price. Homes will be in the 2,500 to 4,000 square foot range.
- l. Open space: There will be a small neighborhood park at the entry.

3. ECONOMIC DEVELOPMENT

The homes are proposed to be in the \$800,000 range. City tax base will increase by 7 homes: $7 \times \$800,000 = \$5,600,000 \times 40\%$ (accessed) $\times 5.533$ mill = \$12,394.

The entire neighborhood of 13 homes will provide city tax of:

$13 \text{ homes} \times \$800,000 = \$10,400,000 \times 40\%$ (accessed) $\times 5.533$ mill = \$22,173.

In addition to the increased taxes there will be permits, fees and other construction activities associated with 13 homes.

4. FIRE AND RESCUE:

- a. The additional 7 homes will not affect the established Level Of Service. Satterthwaite Fire & Rescue station is located at the corner of Peachtree Parkway and Highway 74 less than one mile from the site. Neely Station is about three miles south on Peachtree Parkway.
- b. Additional mitigation beyond typical residential construction not required.
- c. Access by an approved city street will provide better emergency access than the existing private driveways serving multiple homes.

5. POTABLE WATER:

All homes will be connected to Fayette County Water System.

- a. Water taps are already in place for the existing 8 lots connecting to a main in Greenwood Lane.
- b. Water main and taps will be constructed along with the new street. For lots that do not already have water taps.

6. SEWER:

- a. The existing 8 lots are already connected to Peachtree City sewer system. Comprehensive plan recommends sewer connections rather than septic whenever possible.
- b. The existing on site sewer lines will be extended to connect all 13 lots.

7. TRANSPORTATION:

- a. The additional 7 homes will have no effect on the Level Of Service for the adjacent streets. 7 homes will produce about 40 trips per day.
- b. A new city street about 800' long will be constructed providing access to 13 homes.
- c. Sidewalk and path will connect the new street to the existing driveway and Greenwood Lane. Kedron Hills is well connected to the City wide path system in several directions.

NORTH BASED ON
PLAT BOOK 29.

[illegible]

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

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 29,350 ft. and an angular error of 03" per angle point, and is UNADJUSTED. A GTS-313 was used to obtain linear and angular measurements.

In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP.
Map Number: 1313C0079F
Dated: SEPTEMBER 25, 2008



land surveyors - planners

150 GREENCASTLE ROAD SUITE B TY
GEORGIA 30290
PH. 770-486-7552 FAX 770-486-7552

LAND LOTS: 121 & 122

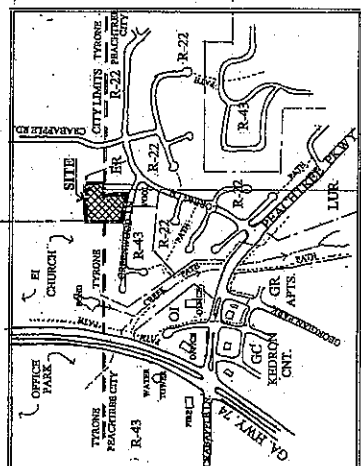
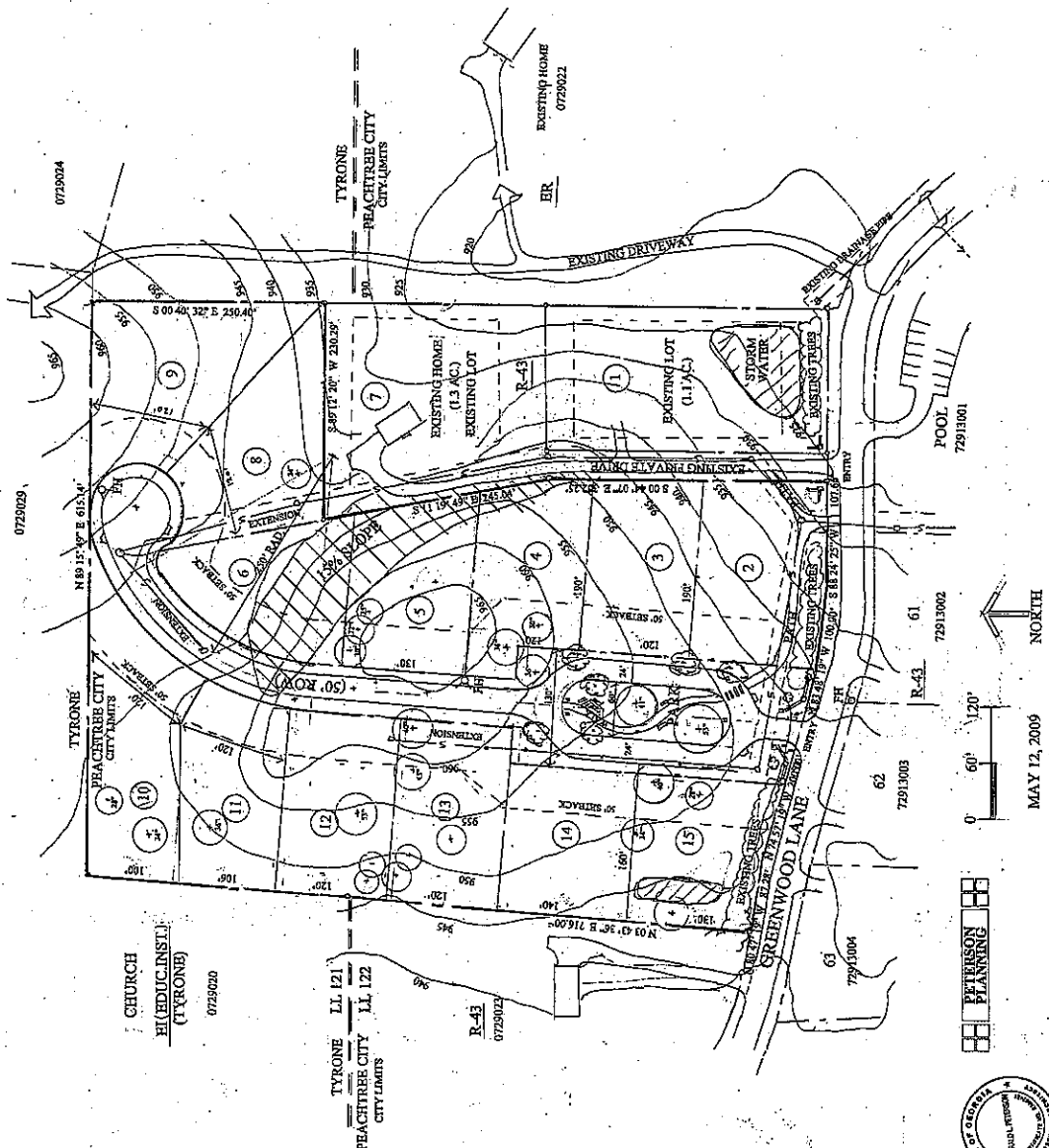
214 DISTRICT

FAYETTE COUNTY, GA.

SCALE: 1" = 60'

JOB NO. 0403027

JOB NO. 0403027



LOCATION MAP

GREENWOOD OAKS CONCEPT PLAN 9.0 ACRES 13 LOTS R-22 ZONING KEDRON HILLS PEACHTREE CITY, GEORGIA LL 121 & 122 7TH DISTRICT FAYETTE COUNTY

OWNER/DEVELOPER		INTERVIOUS	
JOHN HIGGINS	28,000 SF	STREET	60,000 SF
PIEDMONT HOMES	3,500 SF	13 HOMES	3,500 SF
86 SMOKEHOUSE POINT		PATHS	
PEACHTREE CITY		TOTAL	91,500 SF =
GEORGIA 30269			2.1 AC. OR 23%
TABULATION		SETBACKS	
STREET	1.3 AC.	FRONT	50'
13 LOTS	7.3 AC.	SIDE	15'
TOTAL	9.0 AC.	REAR	30'
2 EXISTING LOTS	2.4 AC.		
TOTAL	11.4 AC.		



PETERSON PLANNING

0 60' 120'
 MAY 12, 2009
 NORTH

CHURCH
HI (EDUC. INST.)
(TYRONE)

0729020

TYRONE LL 121
PEACHTREE CITY LL 122
CITY LIMITS

R-43
0729023

TYRONE
PEACHTREE CITY
CITY LIMITS

EXISTING HOME,
(1.3 AC.)
EXISTING LOT

R-43

EXISTING LOT
(1.1 AC.)

ER

EXISTING HOME
0729022

GREENWOOD LANE

POOL
72913001



PETERSON
PLANNING

0 60' 120'

MAY 12, 2009



5/13/2008

Rex and Michelle Humbard
272 Greenwood Lane
Peachtree City GA 30269

To whom it may concern:

Re: Greenwood Oaks, Peachtree City

We own a home in the Greenwood Oaks subdivision built by John Higgins of Piedmont Homes Inc. We have no objections to changing the zoning of Greenwood Oaks from R 43 and ER to R22.



Michelle Humbard

Rex and Michelle Humbard

770 632 9081

5/13/2008

Denise M. Care
263 Greenwood Lane
Peachtree City GA 30269

To whom it may concern:

Re: Greenwood Oaks, Peachtree City

My property adjoins Greenwood Oaks subdivision on Greenwood Lane. I have no objections to changing the zoning of Greenwood Oaks from R 43 and ER to R22.

Denise M. Care

A handwritten signature in cursive script that reads "Denise M. Care". The signature is written in dark ink and is positioned below the printed name.

5/13/2008

Jeff and Arlene Hankins
717 Greenwood Lane
Peachtree City GA 30269

To whom it may concern:

Re: Greenwood Oaks, Peachtree City

We live on Greenwood Lane. We have no objections to rezoning Greenwood Oaks from R 43 and ER to R22.

A handwritten signature in cursive script that reads "Jeff and Arlene Hankins". The signature is written in dark ink and is positioned above the printed name.

Jeff and Arlene Hankins

Kedron Hills Homeowner's Association
P.O. Box 276
Tyrone, GA 30290

April 22, 2009

John Higgins
Piedmont Homes

Dear John,

Thank you for coming to our board meeting on April 15, 2009 and allowing us to provide feedback on your new site plan for Greenwood Oaks.

The Kedron Hills BOD has no objection to your plan as presented. We only ask that the retention pond be carefully positioned and screened from Greenwood Lane, and that it be maintained by your association.

If you would like to discuss anything further, please feel free to contact me at any time.

Best regards,

Beth Puffias
President
Kedron Hills HOA

Note: this letter was initially provided to Mr. Higgins by the Kedron Hills HOA; then rescinded. Both letters are included for your review.
David

Kedron Hills Homeowner's Association
P.O. Box 276
Tyrone, GA 30290

August 5, 2009

John Higgins
Piedmont Homes
86 Smokerise Point
Peachtree City, GA 30269

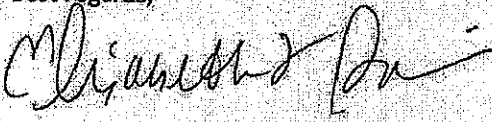
Dear John,

As a result of our board meeting tonight, and considerable input from neighbors, the Kedron Hills BOD has decided to retract the prior letter dated April 22, 2009 that did not oppose your proposed rezoning of Greenwood Oaks from R-43 to R-22.

In fact, we do oppose the rezoning request based on information that we did not have at the time of the original April 22 letter.

If you would like to discuss anything further, please feel free to contact me at any time.

Best regards,



Beth Pullias
President
Kedron Hills HOA
bethpull@bellsouth.net

**Resident Opposition to
Greenwood Oaks Rezone Application**

**Planning Commission
August 5, 2009**

This packet contains written statements from 11 residents out of the 14 residents on Greenwood Lane and Shallowford Lane in Kedron Hills. These residents are in direct proximity to the parcel in question.

Out of the 11 statements, 10 residents were against the rezoning, and only 1 confirmed in favor.

Please consider the viewpoint of these residents when rendering your decision on Mr. Higgins application.

Thank you,

**Beth Pullias
President
Kedron Hills HOA**

Kedron Hills HOA
Greenwood Lane Residents
Shallowford Lane Residents

August 4, 2009

Planning Commission
City of Peachtree City
Willowbend Rd
Peachtree City, GA 30269

Re: REZONE REQUEST FOR GREENWOOD OAKS TO R22

Dear Sirs/Madams,

We are against the rezoning of this property from R43 to R22 for the following reasons:

1. All of the adjacent property that surrounds the parcel is R43 or ER.
2. Does not fit the land use plan for this property, and would go against the concept of lower density zoning on the outskirts of the city, away from city centers.
3. Rezoning was attempted at least 2 previous times to R22 and the commission denied it both times.
4. Annexation of this parcel into PTC from Tyrone, back in 1999 was contingent upon it remaining R43 to buffer the Tyrone city limits.
5. Increased traffic both on Loring Lane and Greenwood lane in direct proximity to the pool at the intersection of Loring and Greenwood is a safety hazard.
6. There is a risk of encouraging more R43-R22 rezoning on the west side of Greenwood, which would further increase traffic and congestion, and change the character of our street, and Kedron Hills as a whole.

Please take our signatures below as a statement against this rezoning request by Piedmont Homes.

Thank you.

Name

Address

Signature

Gina Wilson	806 Shallowford Lane	Gina Wilson
Angela Ewers	808 Shallowford Lane	Angela E
John Hicks + GA	709 Greenwood Lane	John Hicks
Chris + Lakea Thornton	802 Shallowford Ln.	Chris Thornton
James Clare	804 Shallowford Lane	James Clare
Vanessa Birrell	707 Greenwood Lane	Vanessa Birrell
Raymond Ewers	808 SHALLOWFORD LANE	Raymond Ewers

Record and return to:
Glover & Davis, P.A.
200 Westpark Drive, Suite 130
Peachtree City, GA 30269
06P16483,

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

In consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, **Greenwood Lane, Inc.**, a Georgia Corporation, does hereby give, grant, sell, alien and convey unto **Piedmont Homes, Inc.**, a Georgia Corporation, its successors and assigns, the following property, to-wit:

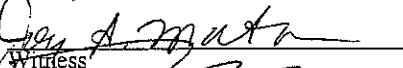
ALL THOSE TRACTS or parcels of land lying and being in Land Lots 121 and 122 of the 7th District of Fayette County, Georgia being Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Greenwood Oaks Subdivision as shown on that certain plat of said subdivision as recorded in Plat Book 43, Pages 99-100, Fayette County, Georgia Records, reference to which plat is hereby made for a more accurate description of the metes and bounds of said Lots 1, 2, 3, 4, 5, 6, 7 and 8.

This conveyance is made subject to any restrictions of record, together with all privileges and appurtenances thereto in anywise belonging in fee simple.

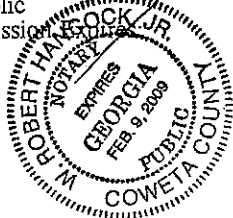
And the said vendor(s) will, and its successors and assigns shall, the said property to the said vendee(s), its successors and assigns, forever warrant and defend against the lawful demands of all persons whatsoever.

IN WITNESS WHEREOF, The said Greenwood Lane, Inc. has hereunto set its hand(s), affixed its seal(s) and delivered these presents this 28th day of November, 2006.

Signed, sealed and delivered
in the presence of:


Notary Public

My Commission Expires
(SEAL)



By:

Greenwood Lane, Inc.


Richard L. Simms, III, President

(SEAL)

(SEAL)

Record and return to:
Glover & Davis, P.A.
200 Westpark Drive, Suite 130
Peachtree City, GA 30269
06P16483,

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

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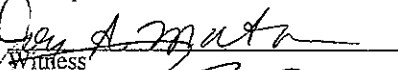
This conveyance is made subject to any restrictions of record, together with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said vendor(s) will, and its successors and assigns shall, the said property to the said vendee(s), its successors and assigns, forever warrant and defend against the lawful demands of all persons whatsoever.

IN WITNESS WHEREOF, The said Greenwood Lane, Inc. has hereunto set its hand(s), affixed its seal(s) and delivered these presents this 28th day of November, 2006.

Signed, sealed and delivered
in the presence of:

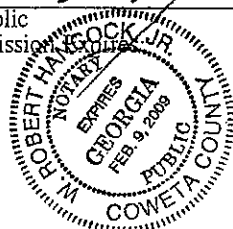
Greenwood Lane, Inc.


Notary Public

By:


Richard L. Simms, III, President

My Commission Expires
(SEAL)



(SEAL)

GREENWOOD OAKS
PLAT FOR REZONING:
FROM ER AND R-43 TO R-22

Property Description

All that tract or parcel of land lying and being in Land Lots 121 and 122 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a point on the north right-of-way of Greenwood Lane (right-of-way varies) that is 386.75 feet westerly from the intersection of the northeasterly right-of-way of Greenwood Lane and the northwesterly right-of-way of Loring Lane (50' right-of-way) as measured along the northeasterly then north right-of-way of Greenwood Lane; THENCE along the north right-of-way the following courses and distances: South 88 degrees 24 minutes 25 seconds West a distance of 107.66 feet to a point; THENCE North 83 degrees 48 minutes 19 seconds West a distance of 100.00 feet to a point; THENCE North 74 degrees 57 minutes 19 seconds West a distance of 200.00 feet to a point; THENCE North 80 degrees 47 minutes 19 seconds West a distance of 87.28 feet to a 1/2" rebar; THENCE leaving the right-of-way of Greenwood Lane North 03 degrees 43 minutes 36 seconds East a distance of 433.96 feet to a 1/2" rebar; THENCE North 03 degrees 43 minutes 36 seconds East a distance of 282.04 feet to a 1/2" pipe; THENCE North 89 degrees 15 minutes 49 seconds East a distance of 615.14 feet to a 1/2" rebar; THENCE South 00 degrees 40 minutes 32 seconds East a distance of 250.40 feet to a 1/2" rebar; THENCE South 89 degrees 12 minutes 20 seconds West a distance of 230.29 feet to a 1/2" rebar; THENCE South 11 degrees 19 minutes 49 seconds East a distance of 245.04 feet to a 1/2" rebar; THENCE South 00 degrees 44 minutes 07 seconds East a distance of 302.26 feet to the POINT OF BEGINNING, and containing 9.012 acre(s) of land, more or less.



Peachtree City Water and Sewerage Authority

May 13, 2009

Jerry Peterson
Peterson Planning
616 Wingspread
Peachtree City, GA 30269

RE: Greenwood Oaks Subdivision Lot Additions

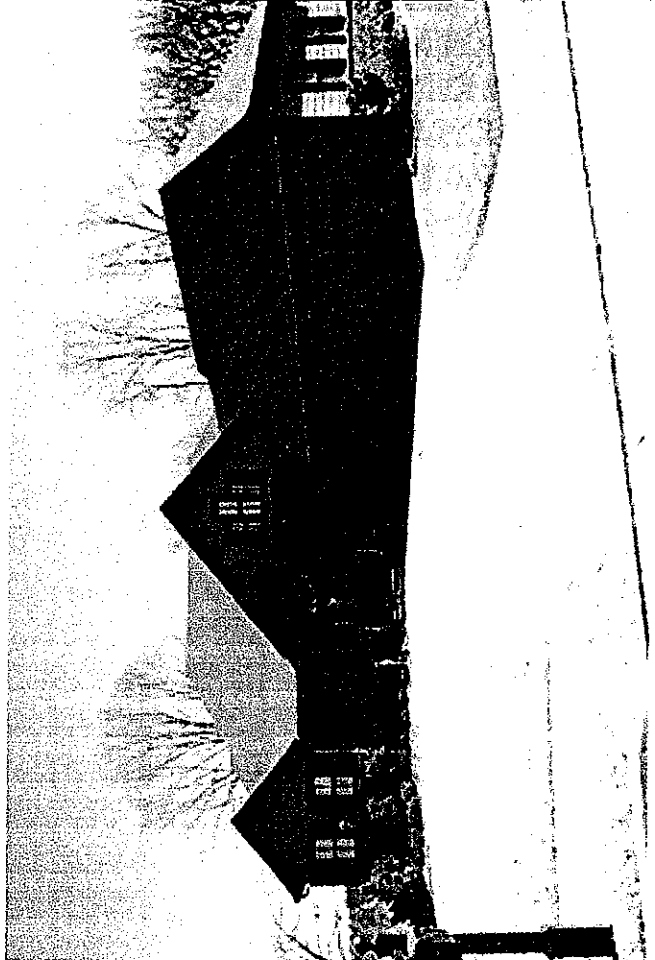
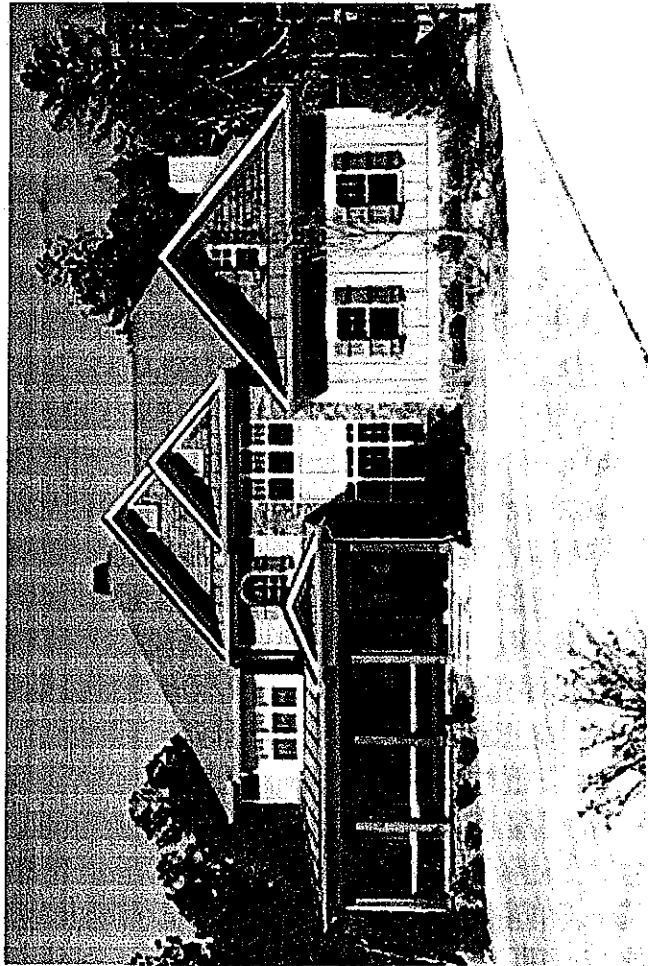
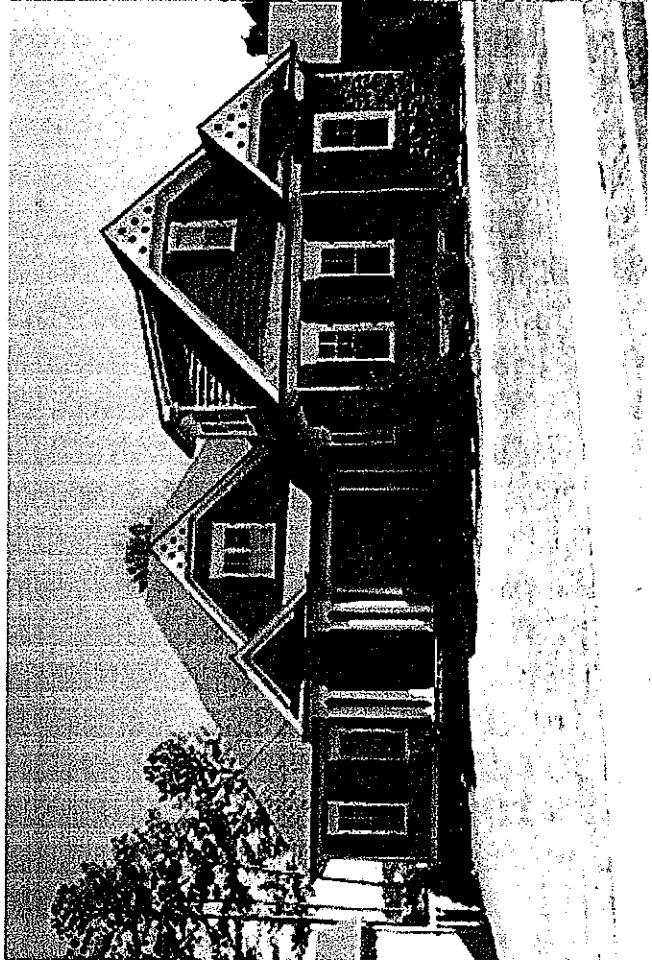
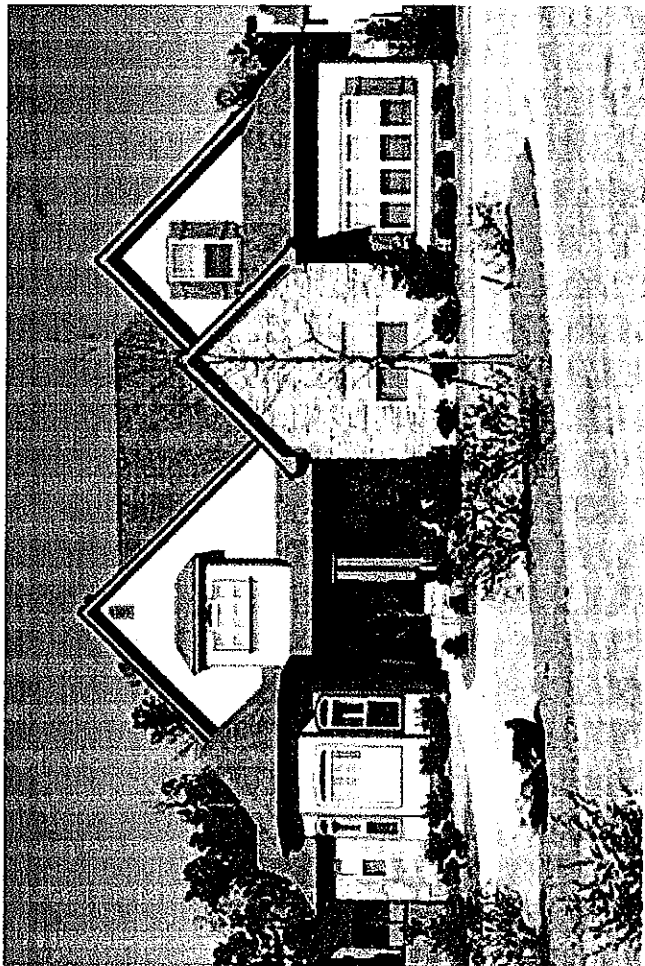
Dear Mr. Peterson

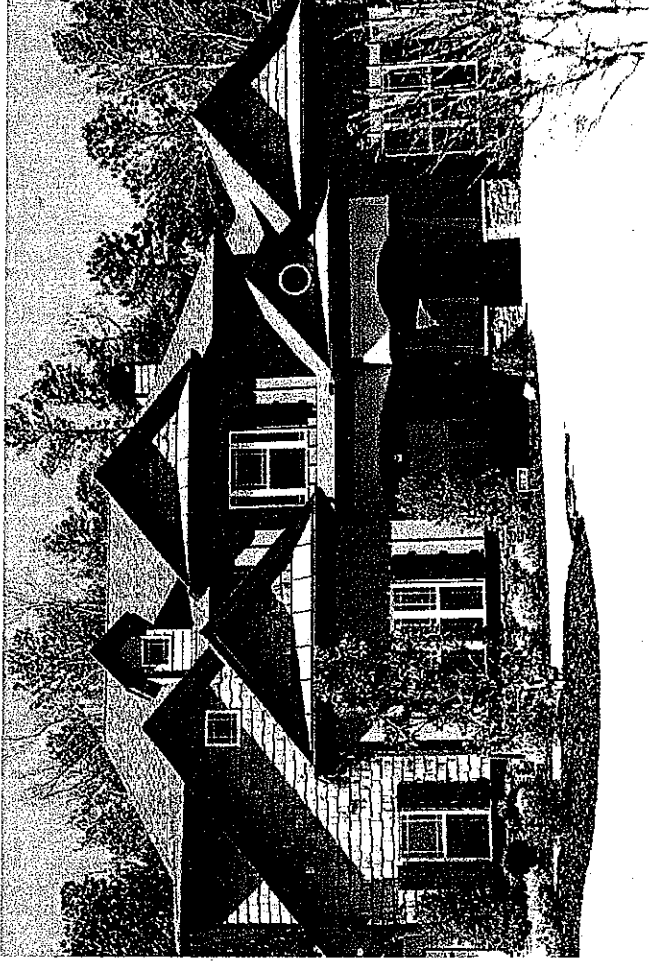
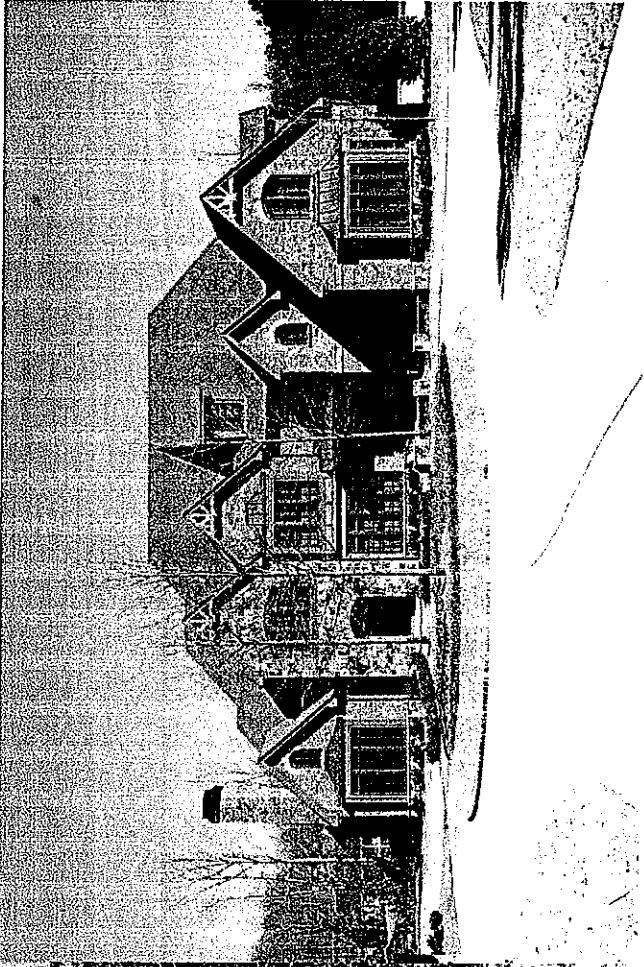
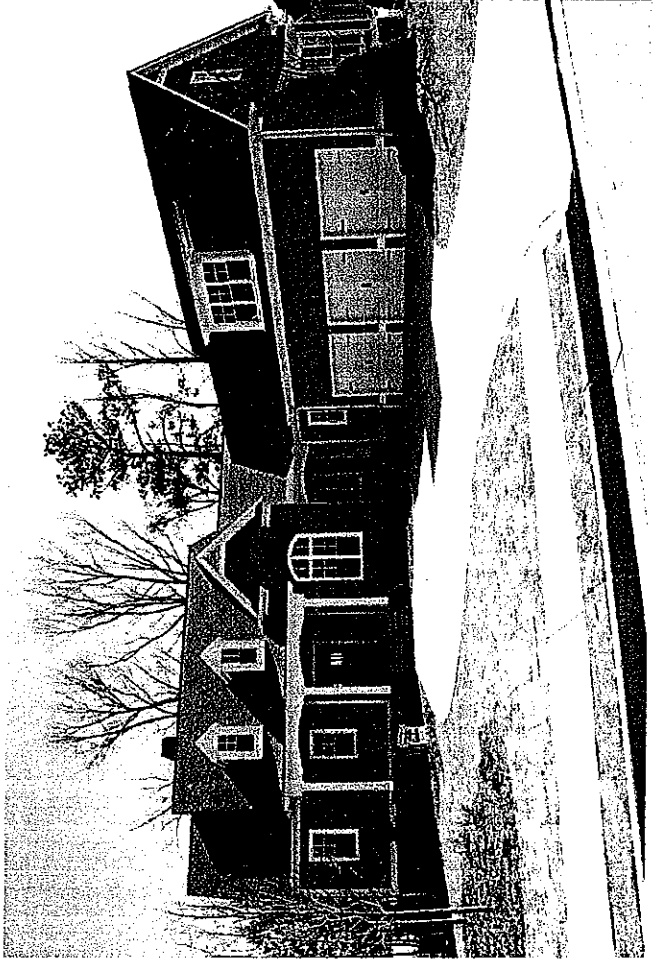
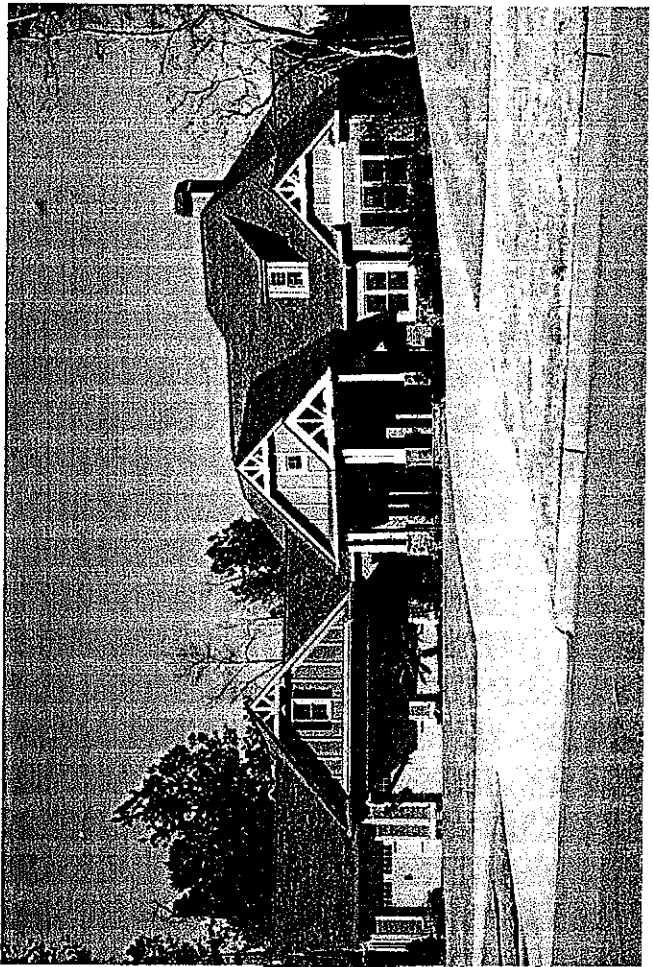
There is adequate capacity in the receiving sanitary sewer system and treatment plants for the additional lots proposed for the existing subdivision. If you have any questions or comments, please feel free to contact me at (770) 487-7993.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan B. Brooks", is written over a horizontal line.

Nathan B. Brooks
Construction Coordinator
Peachtree City Water & Sewerage Authority





**EXCERPT FROM APPROVED MEETING MINUTES
CITY COUNCIL
June 17, 1999**

03-99-07 Public Hearing - Annexation & (Re)Zoning - Greenwood Lane

McMenamin called the public hearing to order. Jim Williams addressed Council and explained that on March 18, 1999, Council heard requests from the Hughes, Sanders, Care, and King families to annex property into the City and rezone other adjoining property that was already located in the City. At that time, Council agreed to annex the property after Tyrone acted to de-annex it, and Council tabled the matter until final action could be taken. Williams said that all administrative steps had been completed, and the Tyrone Council had scheduled a public hearing to decide on the de-annexation requests to become effective on July 1, 1999.

Williams recommended that a proposed annexation ordinance be adopted and the following actions be taken:

1. Annex the Hughes Tract consisting of 3.7 acres and zone it ER Estate Residential.
2. Annex the Sanders Tract consisting of 3.9 acres and zone it ER Estate Residential.
3. Rezone the portion of the Sanders Tract within Peachtree City, consisting of 7.6 acres, from AR Agricultural to R-43 Residential.
4. Annex the Care Tract consisting of 1.3 acres and zone it ER Estate Residential.
5. Rezone the portion of the Care Tract within Peachtree City, consisting of 4.1 acres, from AR Agricultural to ER Estate Residential.
6. Annex the King Tract consisting of 2.7 acres and zone it ER Estate Residential.
7. Rezone the portion of the King Tract within Peachtree City, consisting of 4.6 acres, from AR Agricultural to ER Estate Residential.

Williams recommended that the above annexations and rezonings become effective on July 1, 1999, to correspond with the de-annexation action of the Tyrone Council.

Phyllis Aguayo spoke in favor of the rezoning/annexation and said she was pleased that the zoning would be R-43 and ER.

Hearing no one else to speak in favor of the annexation/zoning, McMenamin asked to hear from those wishing to speak in opposition. Hearing none, McMenamin called the hearing to a close and opened the floor for council debate.

Brooks made a motion to adopt the annexation ordinance and zone the property as described by Mr. Williams. Pace seconded the motion. Motion carried unanimously.

RESOLUTION

WHEREAS, the City of Peachtree City ("City") has been approached by the Sanders, the Hughes, the Cares, and the Kings requesting that the City annex certain of their properties (as described on the attached survey and identified hereinafter as "Property") into the city limits of City; and,

WHEREAS, the Property lies partly within the city limits of the City of Tyrone and partly within the city limits of City but access to the Property is from City; and,

WHEREAS, the City has learned that the City of Tyrone is proceeding through de-annexation procedures to de-annex Property at the request of the Applicants; and

WHEREAS, it is in the best interest of the City, the City of Tyrone, and the Applicants to annex the Property into the City for the more efficient provision of municipal and emergency services; and

WHEREAS, the Applicants have requested the City consider zoning the Property Estate/Residential, if the Property is annexed.

BE IT RESOLVED, that the Mayor and Council of Peachtree City hereby inform Applicants that should the Property be de-annexed from the City of Tyrone, the City will promptly annex the Property into the City and the Property will be zoned Estate/Residential.

ADOPTED this 18th day of March, 1999.

READ AND CONSENTED TO BY:

Robert L. Lenox
Robert L. Lenox, Mayor

Robert S. Brooks
Robert S. Brooks, Council Member

Annie W. McMenamin
Annie W. McMenamin, Council Member

James I. Pace, Jr.
James I. Pace, Council Member

Carol A. Fritz
Carol A. Fritz, Council Member

**MINUTES
TYRONE TOWN COUNCIL
JUNE 17, 1999**

The Tyrone Town Council held their regularly scheduled meeting on Thursday, June 17, 1999 at Town Hall. Mayor Sheryl Lee called the meeting to order at 7:30 PM.

PRESENT: Mayor Lee, Council members Lisa Richardson, Ronnie Cannon, Ray Bogenschutz, and Paul Letourneau; Town Manager Barry Amos, Town Attorney John Mrosek, Town Clerk Valerie Fowler, and Police Chief Roger Spencer.

Father Holleran of St. Matthews Catholic Church gave the invocation which was followed by the pledge.

Mayor and Council presented service pins to the following employees: Kathy Bright – 10 years; Tammie Brock – 11 years; Virginia Cook – 10 years; Valerie Fowler – 11 years; and Sybyl Stanek 13 years.

PUBLIC COMMENTS – None

PUBLIC HEARING ON SIMS REZONING – Mr. Amos explained that the adoption of the June 1997 Zoning Ordinance had rendered the uses at the Sims property located at the southwest corner of Castlewood Road and Senoia Road, non-conforming. He stated this rezoning had been initiated by Council in order to bring this property into conformance with the Land Use Map as well as the Zoning Ordinance. He reported Planning Commission and Staff recommended approval. As there was no one present to speak either in favor, or opposition, Mayor Lee closed the Public Hearing. Councilman Cannon stated the Town had created this hardship by virtue of the adoption of the new ordinance, and was now instituting the rezoning and waiving all fees in order to bring this property into compliance. He stated that the property was zoned C-1, but by Council rezoning to C-2 it would expand the allowable uses at that location. ~~Motion was made by Councilman Bogenschutz to approve rezoning of the southwest corner of Senoia Road and Castlewood Road from C-1 to C-2, seconded by Councilman Cannon and was unanimously approved. ORD # 371.~~

PUBLIC HEARING ON LAND USE MAP AMENDMENT AND REZONING FILED BY S.M. BISHOP – Mayor Lee stated that no recommendation was made by the Planning Commission and that body had continued this item pending receipt of additional information. As such, ~~motion was made by Councilman Letourneau to continue this item to the July 13th meeting, seconded by Councilwoman Richardson and was unanimously approved.~~

PUBLIC HEARING ON DE-ANNEXATION REQUEST OF CERTAIN CRABAPPLE LANE RESIDENTS – Mr. Mrosek stated that this petition had been around since November of last year and it had been hoped the issue would have been addressed by the legislature in their recent session. He stated that four property owners made these requests for de-annexation on Crabapple Lane which were within a subdivision where the remainder of the lots within the subdivision were wholly within the corporate limits of Peachtree City. Mr. Mrosek stated the requests were made based upon service delivery concerns. He stated that the ordinance presented would de-annex property on Crabapple owned by Mr. and Mrs. James D. Care - 263 Greenwood Lane, Mr. and Mrs. John King - 101 Greenblade Point, Mr. and Mrs. Harry Sanders - 287 Greenwood Lane, and Mr. and Mrs. James Hughes - 265 Greenwood Lane, contingent upon simultaneous annexation into Peachtree City to be effective at 12:01 AM on July 1, 1999. Mr. Mrosek stated that he had received correspondence from the legislative counsel indicating this method of de-annexation could be utilized in lieu of action by the General Assembly. With no one present to speak either in favor, or opposition to the matter, Mr. Amos gave a reading of the proposed ordinance. ~~Motion was made by Councilman Letourneau to approve the de-annexation of properties on Crabapple Lane contingent upon the simultaneous annexation by Peachtree City. This motion was seconded by Councilwoman Richardson and was unanimously approved. ORD # 372~~

ADOPTION OF GENERAL FUND AND CAPITAL IMPROVEMENT BUDGETS FOR FISCAL YEAR 1999-2000 – Mr. Amos presented an overview of the budgets, pointing out a significant increase over the current budget. He stated the majority of the increase was attributable to capital improvements, and enumerated the capital improvements projected within the budget. He stated that of these capital improvements, \$180,000 had been allocated for land acquisition, and should the budget be adopted, the Mayor will appoint a Land Acquisition Committee. Mr. Amos reported this was a balanced budget, however it had been balanced with the reserve fund, which reduced the amount of reserve by returning it to the citizens through capital improvement projects. He stated, however, the Town's reserve fund was still within the State recommended guidelines. There being no discussion, ~~motion was made by Councilman Letourneau to approve the general fund and capital improvement budgets for fiscal year 1999-2000 as presented, seconded by Councilwoman Richardson and was unanimously approved.~~

ADOPTION OF ORDINANCE ESTABLISHING FIVE YEAR VESTING FOR TOWN EMPLOYEES – Mr. Amos reported that federal law requires private sector employers to provide either five or seven year vesting. He stated that Fayetteville had gone to five year vesting. He also stated that Peachtree City had changed their vesting requirements to five years and that change would become effective October 1, 1999. Following a reading of the proposed ordinance by Mr. Amos, ~~motion was made by Councilwoman Richardson to approve the proposed ordinance as read, seconded by Councilman Bogenschutz and was unanimously approved. ORD # 373.~~

ADOPTION OF CONSENT AGENDA – Motion was made by Councilman Letourneau to adopt the Consent Agenda as presented, seconded by Councilwoman Richardson and was unanimously approved. Items approved:

- ❖ Minutes of meeting of 06/03/99
- ❖ Authorization to purchase mower from Sunbelt Outdoor Products at a cost of \$6,399
- ❖ Transfer of \$6,399 from 11-778 to 11-910
- ❖ Appointment of Weyman Maxon as Public Works Employee at Grade 11 Step 1
- ❖ Authorization for memory upgrade of server at a cost of approximately \$1,600

PUBLIC COMMENTS – None

STAFF COMMENTS – Mr. Amos reported the summer reading program was very well received this year. He stated the Town received \$250 in funding for the program from Flint River Regional Library. Mr. Amos stated that CSX had installed the crossing arms at Senoia Road and Dogwood Trail. He reported he was awaiting the third bid for clearing work on Swanson Road and that the necessary pipe had already been delivered. Mr. Amos stated that the County would continue with the resurfacing of Tyrone Road in approximately two weeks, according to Zack Taylor of the County Road Department. He also stated that patching had begun on Brooks Drive. Librarian Sybyl Stanek reported that the first summer reading program had an attendance of 153 and nearly three hundred children had enrolled in the summer program.

COUNCIL COMMENTS – Councilman Letoruneau expressed his gratitude for the thoughts and prayers received for his nephew.

There being no further business, motion to adjourn was made by Councilman Bogenschutz, seconded by Councilman Letourneau and was unanimously approved. 8:00 PM

Valerie C. Fowler, Town Clerk

STATE OF GEORGIA
TOWN OF TYRONE

ORDINANCE NO. 312

AN ORDINANCE TO DEANNEX CERTAIN PROPERTIES FROM THE TOWN OF TYRONE; TO PROVIDE FOR THE SIMULTANEOUS ANNEXATION BY THE CITY OF PEACHTREE CITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, James D. and Denise M. Care (263 Greenwood Lane, Peachtree City, Georgia 30269), James and Rebecca Hughes (265 Greenwood Lane, Peachtree City, Georgia 30269), John and Patricia King (101 Greenblade Point, Peachtree City, Georgia 30269) and Harry C. & Doris Sanders (287 Greenwood Lane, Peachtree City, Georgia 30269) (hereinafter collectively referred to as "Howeowners") have requested by written petition that their homes be totally deannexed from the Town of Tyrone for purposes of annexation into the City of Peachtree City; and

WHEREAS, it appears that certain public policy purposes would be served by the deannexation from Tyrone and the annexation into Peachtree City of these homes including, without limitation, the elimination of confusion with respect to public safety service requests; and

WHEREAS, the Legislative Counsel to the Georgia General Assembly has issued a written opinion indicating that the simultaneous enactment of ordinances by the Town of Tyrone and the City of Peachtree City, with the simultaneous effective date of July 1, 1999, will properly and legally complete the process of deannexation and annexation,

NOW, THEREFORE, the Mayor and Council of the Town of Tyrone, Georgia, hereby ordain that the Official Map for the Town of Tyrone, Georgia, be modified to deannex the following properties as shown on the attached Exhibit "A" and that this Ordinance have the full effect of law so as to ordain and authorize a deannexation of the following properties from the municipal limits of the Town of Tyrone as follows:

263 Greenwood Lane, Peachtree City, Georgia 30269

265 Greenwood Lane, Peachtree City, Georgia 30269

101 Greenblade Point, Peachtree City, Georgia 30269

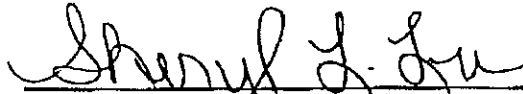
287 Greenwood Lane, Peachtree City, Georgia 30269

Effective at 12:01 a.m. on July 1, 1999, all of the property presently owned by Mr. & Mrs. James D. Care, Mr. & Mrs. John King, Mr. & Mrs. Harry Sanders, and Mr. & Mrs. James Hughes - all of which front on or are accessible from Greenwood Lane, Peachtree City and which are depicted on the attached Exhibit "A" (consisting of two [2] pages) shall be deannexed from the Town of Tyrone, the deannexation being expressly conditioned on the enactment of an ordinance by the City of Peachtree City providing for the annexation of the same properties into the municipal limits of the City of Peachtree City at 12:01 a.m. on July 1, 1999. This deannexation shall have no force and effect if the City of Peachtree City fails to timely enact a similar, simultaneous ordinance for annexation of the referenced properties.

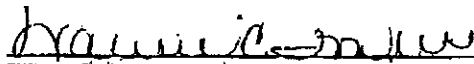
All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED, this 1th day of June, 1999.

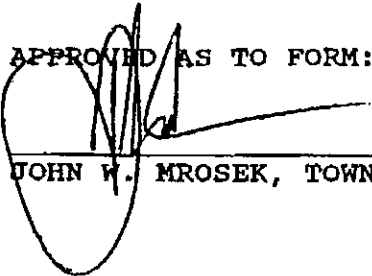
MAYOR AND COUNCIL
TOWN OF TYRONE

By: 
SHERYL L. LEE, MAYOR

ATTEST:


VALERIE C. FOWLER, TOWN CLERK

APPROVED AS TO FORM:


JOHN W. MROSEK, TOWN ATTORNEY



Sheryl Lee
Mayor

Town of Tyrone

Incorporated 1911

February 10, 2005

Mr. Harry Sanders
1208 Davis Lake Road
Locust Grove, GA 30248

Dear Mr. Sanders:

I have received your letter concerning the potential rezoning of an 11.4-acre tract of property located in Peachtree City that was de-annexed from Tyrone in 1999. When the Town of Tyrone de-annexed this property the only stipulation placed by the Mayor and Council was a requirement for Peachtree City to annex the property. Any development of this property will be under the discretion and control of the City of Peachtree City. While the Town of Tyrone has no jurisdiction over this property we do wish to advise you that the Town has property located near this site that is zoned E-I and will be the future site of Braelinn Baptist Church. The Town has the remainder of the property in this area land use planned for residential use.

If you have any questions, please give me a call.

Sincerely,

TOWN OF TYRONE

Barry G. Amos, P.E.
Town Manager

Cc: Mayor and Town Council

Attachment "F"

Town Manager
Barry G. Amos

881 Senoia Road • Tyrone, GA 30290
Phone (770) 487-4038 • Fax (770) 487-4529
www.tyrone.org

Assistant Town Manager
Town Clerk
Valerie C. Fowler

EXCERPT FROM APPROVED MEETING MINUTES
CITY COUNCIL
April 21, 2005

04-05-01 Public Hearing – Consider Rezoning – Sanders/Cash Tract, 287 Greenwood Lane, ER to R-43

Brown noted there were additional documents on the dais – a letter from Rosenzweig, Jones & MacNabb to City Clerk Jane Miller dated April 21, 2005, regarding the rezoning request; an e-mail from the City Manager to Mayor and Council dated April 20, 2005, with the subject "Section of 5/20/94 Minutes;" a site map of the Sanders/Cash tract; an e-mail dated April 13, 2005, from Fire Chief Stony Lohr to Harry Sanders with the subject "Traffic Concerns;" a letter dated April 12, 2005, to Richard Simms from Doug Warner related to the rezoning; and a letter dated April 20, 2005, to Mayor and Council from Adrian Brooks.

Melissa Griffis of Rosenzweig, Jones & MacNabb addressed Council on behalf of the property owners. She noted that the letter from her law firm would be made part of the record and was a requirement by Georgia law to put the City on notice that denying the process would deny the property owner of rights. The total acreage of the tract was 11.437 acres. Griffis noted that the request pertained only to the rear portion of the tract, which was 4.034 acres. The front portion was currently zoned R-43. She continued that the future Land Use Plan showed the area as residential with low-density, and the City defined low-density as one-acre to three-acre tracts. The Planning Commission unanimously recommended approval of the rezoning request, and staff recommended approval. Griffis added that the neighbors directly across the street from the property had written letters in support of the rezoning.

Griffis said the proposed rezoning was consistent with the designation identified on the Land Use Plan. The City's Comprehensive Plan encouraged less dense residential development as development moved out from the village center. She said that was what they were looking for with the proposed rezoning.

Griffis continued that Council had questions about Tyrone's position on the proposed rezoning. She said Council had a copy of the Tyrone Council minutes and a letter from Tyrone City Manager Barry Amos. There was nothing in the minutes regarding any promises made to Tyrone. In his letter, Amos verified that no promises had been made regarding zoning and the City had the right to address zoning of the property as appropriate. She noted that the property owners had agreed to the five conditions listed in the April 13, 2005, position paper. Griffis said they were aware that some of the Kedron Hills homeowners were opposed to the rezoning, but noted that they lived on lots zoned R-22, ½ acre, which was more dense than the proposed rezoning.

Paul Fink told Council he had addressed this issue during the previous rezoning request last year. He said there was high-density traffic around the playground/pool area. Brown asked Fink to point out the playground/pool area on the map. Rapson asked Griffis to point to where the road from the property would come out.

Russ Walter noted that if this rezoning were approved, then the other property owners would request rezonings. One of the other property owners noted that at the Planning Commission hearing. He added that the property directly across the street from the tract belonged to the homeowners' association and the association was not in favor of the rezoning. He asked Council to deny the rezoning and stop the stepping stone effect.

Brown closed the public hearing.

Griffis addressed the high-density traffic issue. She noted there was a large parking lot on the Greenwood Lane side of the area. She said the entrance to the tract would not go into the pool parking area, but would face the parking lot. She added there were sidewalks and that signage could be put up to indicate it was a pool/playground area. If traffic became a problem, the developer would address it at that time.

Griffis noted the concerns about future rezoning requests, but pointed out that they had no control over any other properties. The land behind the Hughes tract was in the Town of Tyrone.

Weed said that the site map they were referring to would be Exhibit A and was the map shown on the screen. Weed referred to the Comprehensive Plan. He asked if E-R zoning was less dense than R-43. Griffis said yes. Weed noted the zoning around the tract. Weed said Griffis' statement that the rezoning would reflect the "growth, redevelopment, and outreach" the City was looking for was an assumption on Griffis' part. Griffis said she was not quoting that comment, but she had read her prior comment from the Comprehensive Plan. The portion was "residential development that becomes less dense as you move away from the village center."

Griffis continued that R-43 was less dense than R-22. Kedron Hills had both R-43 and R-22 lots. She clarified that R-43 was one-acre lots and tracts zoned ER were one-three acres. R-43 would still be step-down zoning. Griffis reiterated that 7.403 acres of the tract was already zoned R-43. If approved, the rezoning would make the entire tract R-43.

Weed asked Griffis if there was any R-22 zoning contiguous to the Sanders/Cash tract and to indicate it on Exhibit A. Griffis said she did not prepare Exhibit A; it was a City document. Weed said they could get a zoning map to make sure. Griffis said she did not say the R-22 parcels were touching the Sanders/Cash tract, but that R-22 lots were in Kedron Hills. She agreed there were no lots marked R-22 on Exhibit A, but she could not answer the question without a zoning map of the City.

Rapson said the Land Use Plan clearly designated the area as low-density residential. Either the R-43 or ER zoning met those criteria. Rapson said Griffis was trying to allude that R-43 was just as good as ER. He said leaving the tract in its current condition was also in compliance with the Land Use Plan. Griffis reiterated that the City's definition of low-density tracts was one- three acre tracts.

Brown closed the public hearing.

Weed asked City Planner David Rast for an official zoning map to be introduced into the record to show that R-22 zoning was not contiguous to the tract in question. Weed told Griffis she could waive that, or the map would be included in the record. Griffis said she had already agreed that R-22 zoning was not contiguous, but was within the Kedron Hills subdivision.

City Planner David Rast read the two paragraphs in the residential section of the Land Use Plan.

Provide opportunities for an appropriate mix of dwelling types, sizes and prices in order to meet the current and projected needs of city residents of all socio-economic groups in accordance with their financial capabilities, mobility and preferences.

Low-density single-family usage should continue to be developed along the eastern and northern border of Peachtree City; as well as in the extreme northwest corner of the city. That area along the eastern border is probably economically unfeasible to sewer. Low-density development in this area will promote the step-down theory, in that these uses are located physically further away from existing and future village centers. This type development is conducive to independent, potentially self-sufficient homesteads.

Rast noted there were other areas in Kedron Hills, Smokerise and Stoneybrook, along the City's boundaries that were zoned R-43. In those areas, the theory was that R-43 zoning met the definition of a step-down. Rast continued that the zoning often depended on whether the home was on sewer or septic. Sewer was not available in Stoneybrook and Smokerise. The lots were zoned R-43 and were on septic. The rear portion of Kedron Hills was the Kedron Estates subdivision, which abutted Tyrone and the unincorporated County. Those lots were zoned R-43 and were all on septic.

Rast continued that the owners of the properties north of Greenwood Lane had asked that their portion of their parcels, located in Tyrone, be annexed into the City several years ago. The properties were zoned both ER and R-43. The section of the Sanders/Cash property located next to Greenwood Lane was zoned R-43 and the rear portion of the property was zoned ER. The Hughes tract was located immediately adjacent and to the north of the Sanders/Cash tract. The Hughes tract was zoned ER and was not under consideration. Neither were the King, Care, nor Stephan tracts. Rast said he talked to staff in Tyrone and asked for the minutes of the meeting when the Town Council voted to de-annex the parcels. Rast said he could find nothing in the minutes regarding rezoning of the property. He said staff's position was that the proposal was consistent with the Land Use Plan and was consistent with some of the other rezonings that had occurred along the fringes of Kedron Hills, and other subdivisions. The tract abutted property that was zoned R-43. The Planning Commission's recommendation was unanimous to forward the request to Council for approval. Rapson noted that the recommendation had been the same when the property owners requested a rezoning last year. Rast concurred.

Brown said he had attended the meetings in 1999 when the property had been annexed into the City. He said it had been an unusual situation. The Hughes had requested that the City annex their tract, which could not be done unless the Sanders/Cash property was also annexed, because their tract did not share a common border. Brown said he had listened to the tape of the March

18, 1999, meeting and had transcribed portions of the tape. Brown quoted statements from former Developmental Services Director Jim Williams.

Jim Williams: *"That would cause both annexed properties [Hughes (3.705-acre) and Sanders (3.9-acre)] to come into the city at Estate Residential and [in] this particular area that is the preferred zoning district."*

Jim Williams: *"They [Sanders] have no objection to their 3-acre site being zoned Estate Residential. They would prefer that their 7.6-acre site be rezoned to R-43."*

Brown said that, at the time of the discussion, the Sanders were looking at R-43 because they wanted to subdivide the property to allow their children to live on the property.

Jim Williams (re: 7.6-acre Sanders site): *"As you go down Greenwood Lane, to the west, there are several other parcels [Stephan property] that are Agricultural. But our plan is, and has been for some time, for those properties, eventually, to come to be rezoned to R-43 to match the zoning of all of the rest of all of the property fronting on Greenwood Lane, the portion that's a part of the Kedron Hills subdivision."*

Brown noted that the Stephan property and the front parcel of the Sanders/Cash tract fronted Greenwood Lane. The Sanders/Cash parcel was zoned R-43.

Jim Williams: *"The other two pieces of property that are involved in this are owned by the Care family and the King family respectively. They own rather large tracts of land that are within the city and then some additional pieces of the same property outside the city. The request here is that those parcels outside the city be annexed in at Estate Residential, the same as the Sanders [3.9-acre tract] and the Hughes, and in addition, that the portion within the city be rezoned to Estate Residential from Agricultural. So that as you come around the cul-de-sac [on Greenwood Lane] with the R-43 lots [heading east], you come to the Sanders property [7.6-acre tract] which is proposed for R-43 and then the property would step down to the Estate Residential on around to the city limits as you wrap around Greenwood Lane and Loring Lane and Crabapple [East]. So we feel that the entire pattern out there makes sense from a land use and zoning standpoint. We feel it is consistent with the development patterns that are out there and that it does appear to solve a number of problems."*

Brown's conclusion: *The future plan was for (1) R-43 at the road frontage on Greenwood Lane; (2) Estate Residential step down on the 3.9-acre Sanders tract and the Hughes tract; (3) and a lateral step down zoning to Estate Residential on the Care tract and King tract.*

Brown said there was a lateral step down going towards the Care and King tracts, out toward the City of Tyrone. Brown said the deannexation and annexation would not have been done if the City had not made a commitment via resolution to let the actions take place. The resolution was sent to the Town of Tyrone and to the State Legislature.

Mayor Lenox (reading from the resolution agreement for the State Legislature for the de-annex/annex legislation): *"Whereas, it is in the best interest of the City [Peachtree City], the*

City of Tyrone and the applicants to annex the property into the City for the more efficient provision of municipal and emergency services and; Whereas the applicants have requested the city consider zoning the property Estate Residential if the property is annexed. Be it resolved that the Mayor and Council of Peachtree City hereby inform applicants that should the property be de-annexed from the City of Tyrone, the City will promptly annex the property into the City and the property will be zoned Estate Residential."

Brown said that essentially the resolution was the City's confirmation to Tyrone and the State Legislature that the property would be zoned ER if the property was deannexed. Brown added that without the resolution, there would have been no deannexation and no annexation. The resolution confirmed what they were trying to do. Brown said that Williams' methodology was consistent with creating the R-43 barrier using the road as a demarcation. Brown said it made sense in 1999 and made sense today.

Rapson also noted for the record the e-mail from the Kedron Hills Homeowners Association, which opposed the rezoning. The reasons cited included safety issues with traffic in the pool area, a single entrance served the subdivision and the addition of homes could increase safety risks in event of emergency, increased difficulty getting to and from homes due to construction, and granting the rezoning could lead to further rezonings. Rapson said the bigger issue was the City's boundaries and following the City's Land Use Plan. He said the area was consistent with the Land Use Plan.

Rapson moved to deny the rezoning request. Weed seconded.

Brown pointed out that any property owner had the right to request a rezoning. The City would never deny a property owner's right under the law. The Land Use Plan was a living document that could be altered. In this case, it had worked well.

The motion carried unanimously.

GREENWOOD OAKS
CONCEPT PLAT
 GREENWOOD LANE
 PEACHTREE CITY, GA.

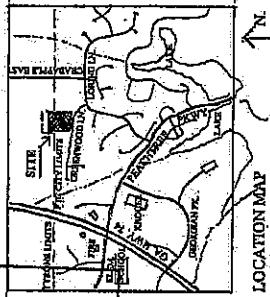
1 LOT 4.03 AC. LL 121 ZONED ER (3 AC. MIN.)
 7 LOTS 7.40 AC. LL 122 ZONED R-43 (1 AC. MIN.)
 8 LOTS 11.43 AC. TOTAL



JUNE 30, 2005

OWNER:
 RICHARD SIMMS
 2936 PACES LAKE COURT
 ATLANTA, GEORGIA 30339

SETBACKS R-43:
 F. 50'
 S. 15'
 R. 30'

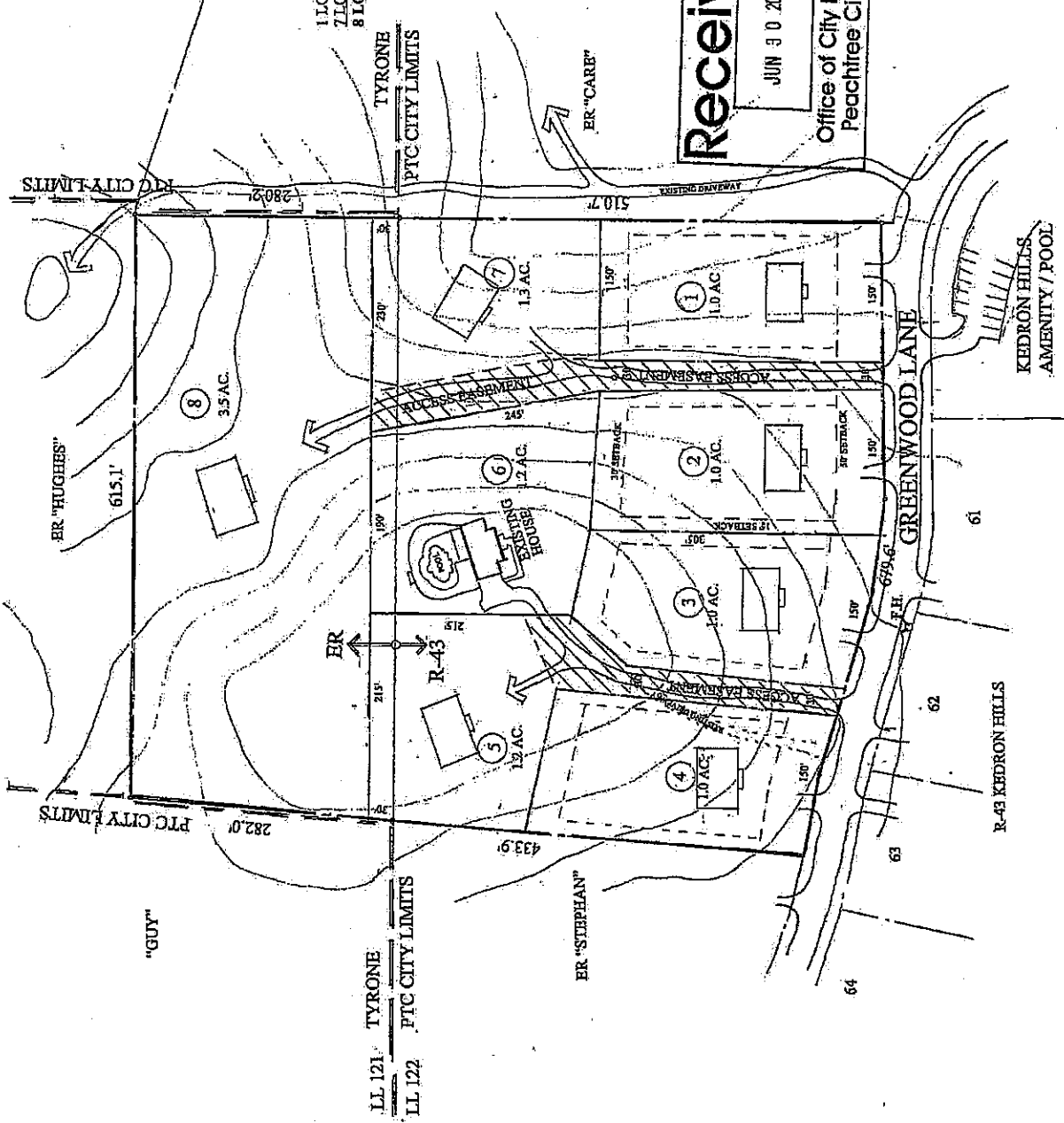


PETERSON
 PLANNING

Received

JUN 30 2005

Office of City Planner
 Peachtree City, GA



RECEIVED JUN 30 2005

SYNOPSIS
PLANNING COMMISSION MEETING
August 10, 2009

PH-09-09 Consider request to rezone nine (9) acres within the previously platted Greenwood Oaks subdivision. The subject tract is currently zoned ER Estate Residential (4 acres) and R-43 (5 acres) and is approved for a total of six (6) lots. The Applicant is proposing to rezone the property to R-22 Residential and develop a total of 13 lots on the 9-acre tract, which would create a net gain of seven (7) lots. The Applicant is Piedmont Homes, Inc.

A public hearing was held to present the subject request for rezoning.

Mr. Rast provided the background information and noted that additional information from the Kedron Hills Homeowners Association (e-mail correspondence) had been provided on the dais. Mr. Jerry Peterson of Peterson Planning was in attendance to represent the owner of the property, Mr. John Higgins of Piedmont Homes, who was in the audience.

Mr. Rast provided information explaining that the Applicant desired to rezone the undeveloped portion of the property (9.012 acres) from ER and R-43 to R-22 to accommodate a 13-lot subdivision of half-acre lots with access via a public street connection to Greenwood Lane. The remaining acreage (2.425 acres) would accommodate a total of two (2) lots.

Mr. Peterson described the property which was located on Greenwood Lane in the Kedron Hills neighborhood, most of which was zoned R-22. He said that some distance to the east of this property, the R-22 zoning went right up to the northern limits of Peachtree City. He also stated that wherever there was sewer, the property was zoned R-22.

Immediately across from this property was a community swimming pool; the property adjacent to it was zoned R-43 and ER Estate Residential. The ER sites on either side were fairly small, 2 to 5 acres. He said there were no large parcels along the other side of Greenwood Lane. Mr. Peterson described the site as an open, rolling, grassy meadow with some wonderful, large oak trees. There were no creeks or wetlands. Mr. Higgins purchased this property in 2006 and had built one house on lot 7.

Mr. Peterson stated that when Mr. Higgins spoke to potential buyers about these lots, they had concerns about the existing plat. Some of those concerns included the following:

- The common driveways and who would be using and maintaining them as well as how secure they would be;
- The proximity that some houses had to other houses, i.e., in front of them, behind them, and sometimes on both sides of them;
- There was no sense of place and no identity; and
- The design was viewed as eight houses scattered around an open meadow.

Mr. Higgins had the same concerns, especially after looking at other neighborhoods in Kedron. What started this rezoning application was a desire to address these concerns and make the plan better.

Mr. Peterson pointed out that the plat had been approved for another developer in 2006 and provided eight lots. Four of the lots fronted on Greenwood Lane with driveways on Greenwood Lane; the other four lots were on two private drives. This totaled six driveways coming out on Greenwood Lane.

Mr. Peterson pointed out that, from the street, there was not a lot of difference between R-22 and R-43. The difference was the half-acre back yard, and a lot of people did not want a large back yard. The homes would be 2500 to 4000 SF in size and would be priced in the \$600,000 to \$800,000 price range. He noted that this was larger than the minimum square footage in the R-43 zoning.

Mr. Peterson said this would provide a whole new look in this area. The proposed plan would provide a public street on which all of the houses would front, some identity at the entrance, a park, and a sense of place. There would be two driveways on Greenwood Lane instead of six. He noted that sewer had already been extended to this area by the previous developer and they would extend it a little further. They would also try to work around the large trees on the site.

Mr. Peterson stated that the neighbors who supported the project had provided letters. He added that there also was a letter of support from the Kedron Hills Homeowners Association but it had since been retracted. He and Mr. Higgins felt this subdivision would be a good addition to Peachtree City and a good product. It would only add seven lots to what was already permitted.

Approximately 20 homeowners were in attendance to voice both their opposition and their support of the proposed plan.

Those who supported the plan gave the following reasons:

- This was an extremely favorable plan for everyone – the city and the homeowners. Many homeowners had not taken the time to evaluate the proposed plan and did not attend the meeting Mr. Higgins held to present the facts of the plan and answer any questions.
- Research showed that people were moving away from big lot sizes.
- This product would be more marketable than the existing plan.
- Earthcraft homes would be the standard for the residential market.
- This property should be developed. The area was an eyesore to the Kedron Hills area and invited undesirable activity.

- Kedron Hills had a tendency to fight against things that would actually be good for them, i.e., subdivisions such as this one and Kedron Estates. An informed decision would be good for the surrounding area and Peachtree City.

Those who were in opposition to the plan gave the following reasons:

- The City's Comprehensive Plan mandated (?) that the zoning of property that abutted the city borders be lower density. The zoning was to step down.
- A precedent would be set if this rezoning request was approved. There had been basis to deny other rezoning requests, but if this one was approved, that basis would be eliminated.
- Ms. Beth Pullias explained how the Kedron Hills Homeowners Association Board of Directors had originally voted in favor of this plan and then changed their vote to oppose it. They erred in not speaking directly to the Greenwood Lane homeowners and in not speaking to the Kedron Hills homeowners prior to making a decision. She said she had received about 60 e-mails, 10 of them were in favor of the proposed subdivision. Most homeowners had not been contacted by Mr. Higgins and were adamantly opposed to the rezoning. All contiguous property was not R-22 or ER. Other concerns were the traffic on Greenwood Lane and security at the pool.
- There was concern about the impact this rezoning would have on adjacent properties and whether they might be rezoned to a higher density. This could have a huge impact on this area.
- All the problems had not been addressed or brought forward.
- Mr. Higgins purchased this property understanding what could be developed on it. Residents bought their property but at this point could not change their lots or anything about their homes.
- There already was a real traffic problem in this area. This development would further impact the traffic. Loring Lane was the only paved road in that area. Mr. Higgins would maximize this property and then leave. The city or the homeowners would have to solve any problems that would be created.
- There were other ways to make one or two drives for eight houses. The homeowners were not asking Mr. Higgins not to build, just not to build so many houses.
- One homeowner specifically bought her home because of the open space of the property and did not consider it an eyesore.
- Current property owners bought with the understanding the zoning would remain.

Mr. Rast presented Staff's position on this proposal and in so doing reviewed the background of this proposal. He stated that there had been various distortions of its history. He did not want any of the residents to make a decision based on information that was not accurate.

Mr. Rast emphasized that there was no written agreement between Peachtree City and the Town of Tyrone that these tracts of land could never be brought forward for rezoning if they were annexed into Peachtree City.

Mr. Rast stated that Staff was trying to provide facts to the Planning Commission and to base their decisions on the facts. Because of the Land Use Plan, the fact that this property was on the border of the city, and the access into Kedron Hills, Staff did not feel that adding this number of lots would be in keeping with the Land Use Plan. This was the primary reason Staff did not recommend approval of the rezoning request.

The Planning Commission's discussion included the following points:

- In response to a statement by one of the homeowners as to the city's notification process, Mr. Rast confirmed that Staff had met all advertising requirements.
- It was not the city's responsibility to ensure the developer turned a profit on his investment.
- The current condition of the housing market should not affect the city's decision on the rezoning.
- The plan could be redone to increase the size of the lots to meet the lot size required by the current zonings.
- The issue was density; this was too radical a change.
- This was a lose/lose plan for the developer, the residents, and the city. The longer the property sat vacant, the worse it was for everyone.

Mr. Higgins said they had discussed other options but this seemed the best one because of the way the property lent itself to being divided. His intention was to make a better product that would look better for the neighborhood.

Mr. Peterson noted that Mr. Higgins currently had six lots. He did not think he could go to the expense of building a city street, a park, and extending sewer for six lots which he noted would be odd-sized. He wanted to add a few lots so he could build the amenities and the sense of place and identity. He also noted that step down zoning did not apply to the eastern, southern, or western boundaries of the city, and he did not think it applied to the northern border either.

None of the Commissioners objected to the plan; it was the rezoning they did not favor. They felt a compromise was possible and could not support rezoning the property because of the precedent that would be set.

The Commissioners urged Mr. Higgins to ask Mr. Peterson to come up with a plan that would fit this zoning.

Synopsis of Planning Commission meeting
August 10, 2009
Page 5

After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Sussberg, and unanimously adopted to forward the proposed rezoning of the Greenwood Oaks subdivision to City Council with a recommendation that it not be approved.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
City Clerk 

FROM: Interim Community Development Director *David*

DATE: August 11, 2009

SUBJECT: Proposed amendments to Article X., Section 1008, GI General Industrial District, adding "automobile repair and maintenance facilities" as a permitted use.
August 20, 2009 City Council Agenda

Recommendation:

Adopt the proposed amendments to the GI General Industrial zoning ordinance, adding "automobile repair and maintenance facilities" as a permitted use (Attachment "A").

Discussion:

When the amendments to the GI General Industrial zoning district were presented for approval several months ago, we erroneously left out automobile repair as a permitted use. This came to light a few weeks ago when we were meeting with a prospective new business that desired to locate an automobile repair facility within the industrial park.

In reviewing our files, we have permitted several automobile repair businesses, including Body Magic, Peachtree Paint & Body, McWilliams Collision Center and Earl's Quality Car Care/ More Storage within the GI zoning district.

To correct this situation, Staff is proposing to amend the GI zoning ordinance and add "automobile repair and maintenance facilities" as a permitted use. At their meeting on July 13, 2009, the Planning Commission voted unanimously to forward this amendment to City Council with a recommendation that it be approved (Attachment "B").

Budget impact:

There is no budget impact associated with this request.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF PEACHTREE CITY, AS AMENDED, SPECIFICALLY ARTICLE X, REQUIREMENTS BY DISTRICT, SECTION 1008, GI GENERAL INDUSTRIAL ZONING DISTRICT, SUBSECTION 1008.2, TO PROVIDE FOR "AUTOMOBILE REPAIR AND MAINTENANCE FACILITY" AS A PERMITTED USE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City that:

Section 1. Article X, Requirements by District, Section 1008.2, Permitted uses, be amended as follows:

(1008.2) *Permitted uses:* The following uses shall be permitted in any GI zoning district:

(a)	Accessory uses;	
(b)	Agriculture and forestry;	
(c)	Aircraft hangar and maintenance facility;	
(d)	Automobile repair and maintenance facility;	
(e)	Aviation facility;	Deleted: d
(f)	Building contractor and related construction;	Deleted: e
(g)	Building material sales and service (wholesale, no sales to the general public);	Deleted: f
(h)	Commercial greenhouse or plant nursery (wholesale);	Deleted: g
(i)	Distribution facility;	Deleted: h
(j)	Electrical, cable, telephone or other public utility;	Deleted: i
(k)	Manufacturing and assembly;	Deleted: j
(l)	Offices, professional;	Deleted: k
(m)	Outdoor storage facilities, excluding junk, salvage yards or wrecked vehicles;	Deleted: l
(n)	Printing services;	Deleted: m
(o)	Public government buildings, facilities and utilities;	Deleted: n
(p)	Radio, television, recording and/ or rehearsal studio facility;	Deleted: o
(q)	Ready-mix concrete plants and pre-cast concrete manufacturing and sales;	Deleted: p
(r)	Recovered materials processing facility;	Deleted: q
(s)	Recycling collection centers;	Deleted: r
(t)	Research and development facility;	Deleted: s
(u)	Research laboratories, including medical and dental labs;	Deleted: t
(v)	Self-storage warehouse facility;	Deleted: u
(w)	Sewage treatment facility;	Deleted: v
(x)	Telecommunications towers and associated equipment;	Deleted: w
(y)	Trade or vocational school;	Deleted: x
(z)	Transportation equipment storage and maintenance facility;	Deleted: y
(aa)	Truck fleet maintenance shop;	Deleted: z
(bb)	Warehouse and storage facility;	Deleted: aa

(cc) Wholesale trade and distribution facility, including office showrooms and display areas.

Deleted: bb

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 _____ 2009.

Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Benjamin M. Muller*

FROM: Community Development Director *David A. Borkowski for D.E.R.*

DATE: August 14, 2009

SUBJECT: LUR-7 Zoning Changes
August 20, 2009 City Council Meeting

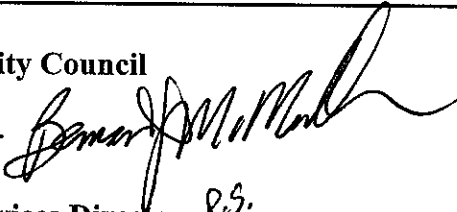
Staff is proposing some changes to the LUR-7 zoning ordinance that are basically housekeeping items. In order to make sure all affected property owners are notified, Staff is postponing this item to the September 3rd Agenda.

cc: File

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Financial Services Director P.S.
Administrative Services Director NV

DATE: July 28, 2009

SUBJECT: Solicitation of Donations & Sponsorships
August 20, 2009 City Council Meeting

Recommendation:

Approve attached city administrative regulation CAR 9-9 regarding the solicitation of donations and sponsorships.

Discussion:

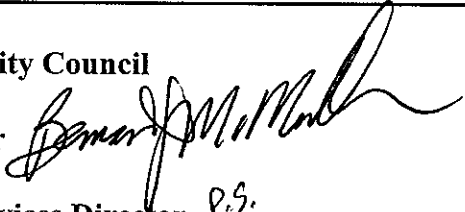
Currently, city staff and other agents of the city lack a formal policy that provides guidance on the subject of solicitation of donations and sponsorships. Therefore, staff is proposing the attached policy to establish parameters under which the City of Peachtree City and its agents (elected officials, appointed officials, employees, and volunteers) may solicit donations or sponsorships on behalf of the City. It also identifies the responsible parties to such transactions, and includes a sample format for the acknowledgement of donations to the City.

Budgetary Impact:

N/A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director P.S.
Administrative Services Director RV
DATE: July 28, 2009
SUBJECT: Solicitation of Donations & Sponsorships

August 20, 2009 City Council Meeting

Recommendation:

Approve attached city administrative regulation CAR 9-9 regarding the solicitation of donations and sponsorships.

Discussion:

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Budgetary Impact:

N/A

CAR 9-9 SOLICITATION OF DONATIONS AND SPONSORSHIPS

CAR 9-9

OPR: Finance
(PENDING COUNCIL APPROVAL)

Purpose	Section	I	Donations	Section	IV
Policy		II	Responsibility		V
Sponsorships		III			

I. Purpose

The purpose of this policy is to establish parameters under which the City of Peachtree City and its agents (elected officials, appointed officials, employees, and volunteers) may solicit donations or sponsorships on behalf of the City.

II. Policy

It is the policy of the City of Peachtree City to accept donations and sponsorships only under conditions that do not violate the Constitution of the State of Georgia, the State Ethics Code, or the City Code of Ethics.

Agents of the City of Peachtree City may solicit, receive, and accept voluntary loans, gifts, grants, donations, or contributions of property, facilities, or services, with or without consideration, from any person, firm, or corporation on behalf of the City of Peachtree City, through fund raising or other promotional techniques under the following conditions:

Agents of the City of Peachtree City **shall not:**

1. Solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality, or services from any person, association, or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the agent's or department's official duties;
2. Imply or practice any form of retaliatory action due to a person, association, or corporation declining to participate.
3. Imply or practice the forgiveness of any debt or obligation owing to the public as a result of the donation or sponsorship.

III. Sponsorships

Sponsorships of specific events (such as the Amphitheater Series) shall be governed by written contract outlining the amount of the sponsorship and the benefits, if any, to be awarded to the sponsor.

IV. Donations

1. Donations of real property to the City of Peachtree City shall be accepted and approved by the City Council.
2. Monetary Donations may be accepted by staff if they are unconditional and are consistent with the ongoing programs and policies of the City of Peachtree City. Such donations shall be immediately reported to the Financial Services Division.
3. Personal Property Donations valuing \$250.00 or more, or that would require ongoing maintenance costs (such as a vehicle) shall be accepted and approved by the City Council. Personal property donations valuing less than \$250 shall be unconditional.
4. Conditional donations of money or personal property in support of new policies or programs must be accepted and approved by the City Council.
5. All donations and sponsorships shall be made voluntarily and shall not result in any additional consideration on behalf of the donor. An acknowledgement of donations, expressing appreciation for the gift and noting that it shall not result in any additional consideration, shall be forwarded to the donor to serve as a receipt.

V. Responsibility

Division Directors and Chiefs are responsible for acceptance of any of the above types of donations by any member of their staff. Directors and Chiefs should ensure they have a system in place to track and approve acceptance of any donation by their staff. It will be at the discretion of Directors and Chiefs whom within their division can solicit and accept donations.

It shall be the responsibility of the Division Director or Chief receiving any sponsorship or donation to notify the Financial Services Director of such sponsorship or donation.

It shall be the responsibility of the Financial Services Division to notify the City Clerk in a timely manner of any donations they have been made aware of requiring City Council approval.

It shall be the responsibility of the Administrative Services Division to ensure that any donations they have been made aware of that require Council approval are placed on the next available meeting agenda.

It shall be the responsibility of the Financial Services Division to record all monetary sponsorships and donations, or the cash value of any donated property, in the City's accounting system and to forward the acknowledgement/receipt for donations.

APPROVED:

Financial Services Director
City Manager
Mayor & Council

DONATIONS ACKNOWLEDGEMENT FORMAT

(Date)

Donor Name
Address
City, ST Zip

Dear _____:

Thank you for your donation of _____ to the City of Peachtree City (, which the City Council approved on _____ for the specific use of _____). The (item/funds) will be used _____ (to supplement the operating expenses of the City).

While the City of Peachtree City and its agents and departments cannot give special consideration to donors as a result of their contributions, please know that your generosity is appreciated.

The City is a qualified organization to receive deductible contributions under IRS tax code pertaining to charitable contributions (refer to IRS Publication 526 – Charitable Contributions)). Please retain this letter as your receipt.

Again, thank you for your support of our great City.

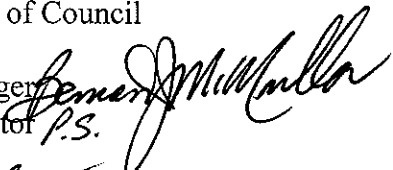
Sincerely,

Bernard J. McMullen
City Manager

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernie McMullen, City Manager 
Paul Salvatore, Finance Director *P.S.*

FROM: Edwin Eiswerth, Fire Chief 

DATE: August 20, 2009

SUBJECT: Recommend Acceptance of FEMA SAFER Grant

Recommendation: The Fire Department recommends City Council accept FEMA SAFER (Staffing Adequate Fire and Emergency Response) Grant EMW-2008-FF-00819.

Discussion: The Fire Department has submitted applications, over the past four years, to FEMA for this Grant. The SAFER Grant is given to fire departments all over the United States so they may increase their staffing to provide adequate manpower for emergency responses.

The Fire Department requested 6 additional firefighters under the FY2008 grant program. We have been notified of the award for our grant request (Attachment #1). The grant's performance period is from 24 Oct. 2009 to 23 Oct. 2014. During this time frame, the federal government will provide up to \$650,280 for the costs of the six personnel.

The additional six firefighters will increase the on-duty manning to 19 firefighters divided among the four fire stations. This will help us move toward our goal of two firefighters per apparatus including the ambulances.

The six firefighters will provide an additional two firefighters per shift. This will provide one firefighter for Rescue 8 and one firefighter for Tower 8. Presently, these vehicles are cross-manned with personnel from medic units. With the two additional firefighters per shift these vehicles will be manned by one firefighter regardless of the availability of the medic crews.

The Fire Department's intention is to hire all six firefighters so they start on 24 Oct. 2009. Over the next 90-day "recruiting" period we will interview and decide on the new personnel.

Budget Impact: The total estimated budget impact for the next five years is presented in Attachment #2. It should be noted that the length of this grant is for five years, which means the city is obligated to provide increased funding over the length of the grant. The cost estimates are based on hiring of all paramedics. In reality, we do not anticipate filling all six positions as paramedics. The city staff has calculated the first year costs at \$50,238 for the city's portion of the expenses. The fire department will reallocate FY10 funds to provide the necessary funding

for the city's portion for the additional six firefighters. This includes items that can be delayed for a year; such as purchasing station cleaning supplies, firefighting foam, yard chemicals, Dive Team Equipment, Swift Water Rescue Equipment, training props, and some Uniforms. The Training Division is reallocating money from some conferences for one year. The Department is reallocating some money from Professional Services; this includes money for drug screening, medical physicals, and vaccines. The Finance Department will include the additional funding requirements in the FY11-FY14 budgets.

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Edwin Eiswerth
Peachtree City Fire Department
105 Peachtree Parkway, North
Peachtree City, Georgia 30269-1732

Re: Grant No.EMW-2008-FF-00819

Dear Mr. Eiswerth:

On behalf of the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. The DHS Federal Emergency Management Agency's National Preparedness Directorate, in consultation with the U.S. Fire Administration, carry out the Federal responsibilities of administering your grant. The approved project costs total to \$1,674,623.00. The Federal share is \$650,280.00 of the approved amount and your share of the costs is \$1,024,343.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.**

The first step in requesting your grant funds is to confirm your correct Direct Deposit Information. Please go on-line to the AFG eGrants system at www.firegrantsupport.com and if you have not done so, complete and submit your SF 1199A, Direct Deposit Sign-up Form. Please forward the original, completed SF 1199A, Direct Deposit Sign-up Form, signed by your organization and the banking institution to the address below:

Department of Homeland Security
FEMA, National Preparedness Directorate
Grants Management Branch
500 C Street, SW, Room 334
Washington, DC 20472

Attn: Staffing Adequate Fire and Emergency Response (SAFER)

After your SF 1199A is reviewed and you receive an email indicating the form is approved, you will be able to request payments online. Awardees will draw the Federal Share of the awarded amount on a reimbursement basis no more frequently than quarterly. If you have any questions or concerns regarding the process to request your grant funds, please call 1-877-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Ross Ashley, III".

W. Ross Ashley, III, Assistant Administrator
Grant Programs Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING ADEQUATE FIRE AND EMERGENCY RESPONSE - Hiring program

GRANTEE: Peachtree City Fire Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2008-FF-00819

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Requests for Advances or Reimbursements
Article VI	Budget Changes
Article VII	Financial Reporting
Article VIII	Performance Reports
Article IX	DHS Officials
Article X	Other Terms and Conditions
Article XI	General Provisions
Article XII	Audit Requirements

Article I - Project Description

The grantee shall perform the work described in the approved grant application's Program Narrative. That narrative is made a part of these grant agreement articles by reference. The SAFER Program is to award grants directly to volunteer, combination, and career fire departments to help the departments increase their cadre of firefighters.

After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval. Any material deviation from the approved program narrative will result in the grantee being in default of the grant agreement. This may result in requiring the recipient to return a portion or the entire grant

funding.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **24-OCT-09 to 23-OCT-14**.

Grantees under the Hiring of Firefighters Activity must agree to a five-year commitment during which the Federal contribution toward the costs of the salaries and benefits will diminish over the course of the performance period. Grantees under the Recruitment and Retention Activity will have a period of performance up to four years depending on the scope of work outlined in their original grant application.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. A "recruitment period" of ninety (90) days will be provided for all grantees under both activities. Under the Hiring of Firefighters Activity as well as the Recruitment and Retention Activity, the five-year period of performance will start after this recruitment period. Under the Hiring of Firefighters Activity, if an awardee fills their awarded firefighter positions during the 90-day recruiting period, they will be afforded credit toward the final 12 months of the grant performance period, when the grantee must fund the entire salary. There will be no extensions to any SAFER grants. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds or assets purchased with grant funds to other agencies or departments without prior written approval from DHS.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus applicable grantee match):

Personnel	\$1,213,495.00
Fringe Benefits	\$461,128.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$1,674,623.00

Article V - Requests for Advances or Reimbursements

Grant payments under the SAFER grants are made on a reimbursable basis only. Awardees will draw the Federal share of the awarded amount on a reimbursable basis, i.e., grant funds will reimburse the grantee for actual expenses incurred in the previous quarter. When the grantee needs grant funds, the grantee fills out the on-line Request for Reimbursement which is in the Manage Grant module of the on-line grant application.

Article VI - Budget Changes

Occasionally, due to successful competitive bid processes, breaks in service etc, some grantees have funds remaining after the completion of their obligations outlined above. Grantees awarded under the Hiring of Firefighters Activity that completes the approved scope of work and still has grant funds available must return all excess funds to the grants program office. Grantees awarded under the Recruitment and Retention Activity that have completed the approved scope of work and still has grant funds available may use the excess funds to continue with recruitment or retention activities consistent with the original scope of work, as long as it is within the originally approved period of performance. No extensions to the period of performance will be granted.

Article VII - Financial Reporting

The Request for Reimbursement mentioned above, will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must provide periodic performance reports in conjunction with the quarterly payment requests to the AFG program office. Performance reports must be submitted after each quarter even if funds are not requested. In the fifth and final grant year for grants involving the Hiring of Firefighters, grantees will have to submit a performance report at the mid-point of the year and then at grant closeout. All grantees will be required to produce a final report on how grant funding was used and the benefits realized from the award. An accounting of the grant funds must also be included in the performance reports. The quarterly reports are due within 30 days of the end of each quarter (every three months) of the performance period.

Article IX - DHS Officials

Program Officer: Tom Harrington is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. Any member of the SAFER program staff may be contacted at 1-866-274-0960.

Grants Assistance Officer: Sheila Parker-Darby is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please contact Sheila Parker-Darby at 1-866-274-0960.

Grants Management Branch POC: Ramon Bush is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call 202-786-9738.

Article X - Other Terms and Conditions

Pre-award costs are not allowable in the Hiring of Firefighters Activity. Pre-award costs are allowable in the Recruitment and Retention of Volunteer Firefighters Activity on a case by case basis as approved by the program office.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs

Part 13 Uniform administrative requirements for grants and cooperative agreements to state and local governments

Part 17 Government-wide Debarment and Suspension (Non-procurement)
and Government-wide Requirements for Drug-free Workplace
(Grants)

Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-122 Cost Principles for Non-Profit Organizations

Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend \$500,000.00 or more in Federal funds in one year (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years upon the official closeout of your grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

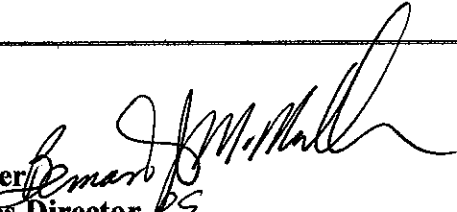
Additional Requirements if applicable (max 4000 characters)

Budget Matrix						
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Fourth 12-Month Period	Fifth 12-Month Period	Total
<u>Personnel</u>	219,612	230,592	242,122	254,228	266,939	1,213,493
<u>Fringe Benefits</u>	83,452	87,625	92,006	96,606	101,437	461,126
<u>Travel</u>	0	0	0	0	0	0
<u>Equipment</u>	0	0	0	0	0	0
<u>Supplies</u>	0	0	0	0	0	0
<u>Contractual</u>	0	0	0	0	0	0
<u>Other</u>	0	0	0	0	0	0
<u>Indirect Charges</u>	0	0	0	0	0	0
Federal Share	234,090	208,050	130,020	78,120	0	650,280
Applicant Share	68,974	110,167	204,108	272,715	368,376	1,024,340
Total:	303,064	318,217	334,128	350,835	368,376	1,674,620

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director 
Janet Camburn, Assistant Financial Services Director 
Angela Egan, Purchasing Agent 

FROM: Tom Corbett, Public Services Director 

DATE: August 7, 2009

SUBJECT: Bids for Road Re-Striping
August 20, 2009 City Council Meeting

Recommendation: Staff recommends executing a contract for the restriping of traffic lines and markings on City streets with Mid State Construction & Stripeing, Inc. of Perry Georgia, in the amount of \$107,020.85, on the condition that the second phase of the project is funded in the FY2010 budget.

Discussion: On June 23, 2009, the solicited bids for the restriping of center lines, edge line, STOP lines, and a number of other traffic markings on City streets. About 95% of these markings will be done in THERMOPLASTIC, a material which has a 7 to 10 year life, where conventional traffic paint generally lasts about a year. Two bids were received, with the following results:

Mid State Construction & Stripeing, Inc.	(Perry, GA)	\$107,020.85
Peek Pavement Marking, LLC	(Columbus, GA)	\$113,956.26

Mid State was the low bidder for this project, and has submitted all the required documentation and supporting materials. All of their listed references were contacted, and the bidder received excellent reviews from all of them.

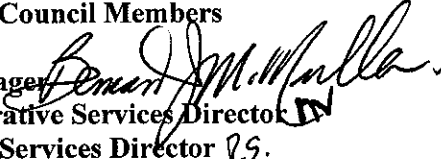
Budget Impact: The work will be done in two phases. Approximately half (\$55,080.00) will be done during FY2009 (September), and there is sufficient funding in account #4100-53-1110 to cover the cost. The balance (\$51,940.85) will be done in FY2010 (October). The FY2010 budget for Public Works contains sufficient funding in this same account to cover these costs.

Attachments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

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

FROM: Public Information Officer/ City Clerk 

DATE: August 13, 2009

SUBJECT: Consider Acceptance of Commission of Art – Founders Sculpture
August 20, 2009, City Council Meeting

Recommendation:

That Council accept the commission of art for a Founders Sculpture by Andy Davis, pending the funding from patrons, and authorize staff to collect and disburse donations for the project in an amount up to \$25,000.

Discussion:

Mayor Logsdon and City Staff have been approached by Metro Atlanta sculptor Andy Davis about the commission of busts of Peachtree City Founding Fathers Joel Cowan and Floy Farr to commemorate Peachtree City's 50th Anniversary. Davis, of McDonough, created the life-sized sculpture of Ray Charles for the Albany, Georgia, River Walk; the sculpture of Truett Cathy at the Truett's Grille in Griffin; and a larger-than-life bronze of General Lawrence Griffin, founding father of the City of Griffin. A brief slide show of some of Mr. Davis' work will be provided at the meeting.

Staff envisions the busts of Mr. Cowan and Mr. Farr located in the Plaza beside City Hall, with a dedication recognizing both men, as well as the hundreds of volunteers and businesses, who made Peachtree City what it is today, at 50 years of age. County Historian Carolyn Cary has agreed to serve on the advisory board for the project.

Funding for the busts would be through sponsorships. Mr. Davis would undertake the fundraising of the \$25,000, with \$20,000 being paid to him for the commission and his supplies, and an additional \$5,000 to fund the pedestals, landscaping, and commemorative plaques. Funding for the project would be held in an account by the City, with payments made to Mr. Davis as funds are raised and his corresponding expenses incurred. Mr. Davis has also agreed to make his studio available for local art classes and scout troops to learn about the sculpting project as it progresses.

Budget Impact:

The only budgetary impact would be the limited staff time in monitoring the donations account.

Andy Davis American Sculptor

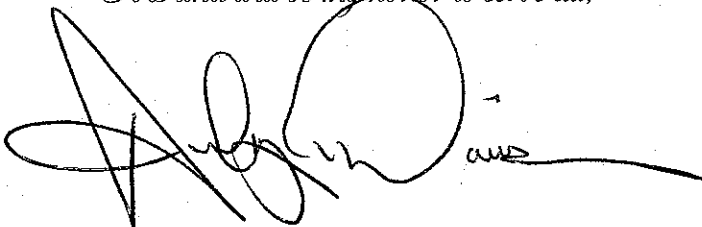
261 Griffin Street
McDonough, Georgia
30253
404.429.7708
adsculpt@bellsouth.net
www.andydavisgallery.com

Let it be known to all that Artist Andy Davis being a commissioned sculptor is proposing to create two life-size cold cast bronze sculptures of Joel Cowan and Floyy Farr, being two pioneers of Peachtree City, Georgia.

The sculptures will be gifted to the city of Peachtree City, being funded privately by the patrons of the artist who will use all skills, talents, and finest materials in the industry - Giving the citizens; two sculptures all can be proud to show - and to serve as a Historical Marker for many generations to come.

Let it to be known that Andy Davis claims no oversight as to where the sculptures are to be permanently installed. But that the sculptures will be prominently and respectably displayed in a place of honor and public accessibility.

It is and will be my honor to serve all,

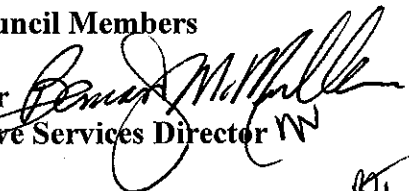
A stylized, handwritten signature in black ink, appearing to read 'Andy Davis'.

Andy Davis, Sculptor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director 

FROM: Public Information Officer/City Clerk 

DATE: August 13, 2009

SUBJECT: Consider Request from Wyndham for Lake Use for a 2010 Conference
August 20, 2009, City Council Meeting

Recommendation:

Staff recommends that Council grant usage rights for Lake Peachtree to the Wyndham for a Kayak Users Conference in July 2010 and allow staff to work with Wyndham on a designated launching site if the existing sites are not appropriate.

Discussion:

The Wyndham Peachtree Conference Center borders the northern lagoon of Lake Peachtree. The center has been approached about a kayaking conference in July 2010, held by an outdoor equipment manufacturer and attended by equipment users. The conference has been held in Stone Mountain for the past 10 years, but the organizer is interested in moving the annual event to Peachtree City if he can demonstrate the kayaks in the lake.

Peachtree City ordinances governing Lake Peachtree are as follows:

Sec. 54-46. Who may use.

Lake Peachtree can be used only by city residents and their accompanied guests.

Sec. 54-47. Access.

Access to and use of Lake Peachtree shall be only through specifically designated areas, to be designated by the mayor and council; however, lakefront property owners may continue to use the lake through their own property.

The conference is proposing to put 120 kayaks (non-motorized) on Lake Peachtree for one day of the conference. This usage is compatible with Peachtree City's active, outdoor amenities and could highlight these types of features for future such events.

The Wyndham is a longstanding resident of Peachtree City, paying property taxes and generating hotel/motel taxes and alcohol taxes as part of its daily operation. Their request for usage of the City-owned lake is for a specific, lake-related conference, and not for year-round usage by guests. Per section 54-47, it is also within Council's ability to designate alternate access points from the Battery Way and Pinecrest boat ramps if so needed.

The Peachtree City Tourism Association has also provided a letter of support for the request, estimating that the event could generate over \$3,000 in hotel/motel taxes from attendees, as well as additional sales tax revenues within the community.

Budget Impact:

Estimated impact of \$3,000 in hotel/motel taxes.



WYNDHAM
PEACHTREE
CONFERENCE CENTER

August 8, 2009

Dear City Council,

I would like to request special permission to use Lake Peachtree for a client who is looking to bring their meeting to Peachtree City in July 2010. The conference is for a corporation that makes outdoor equipment and this event is a "Users Conference" which means their clients are attending. The corporation wants to showcase their product during the conference to their clients which is why they need to put 120 Kayaks on the lake. This conference has taken place for the past 10 years in Stone Mountain Park and they will only consider moving the conference to Peachtree City with access to the lake. They will only need the lake for 1 day and it is expected to be a weekday (Tuesday - Thursday). This conference is expected generate a minimum of \$3000 in occupancy tax and they are looking at possibly using other services from our Peachtree City companies such as Golf Cart rentals

If you need any additional information or have any questions, please don't hesitate to ask.

Thank you for our consideration,

Jessica Cannon
Wyndham Peachtree Conference Center



August 13, 2009

Mayor and City Council:

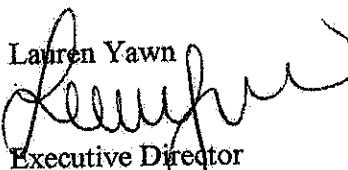
The Wyndham notified the Tourism Association about a group that is interested in moving their conference to Peachtree City. For the past 10 years, the conference has taken place in Stone Mountain Park. They are interested in coming to Peachtree City only if they have access to Lake Peachtree.

This conference is for a corporation that makes outdoor equipment. It is a "User Conference," which means their clients are attending. The corporation wants to showcase their product during the meeting to their clients. This would involve putting 120 kayaks on Lake Peachtree. They will only need the lake for 1 day and it is expected to be a weekday (Tuesday-Thursday). This is expected to generate a minimum of \$3000 in occupancy tax and they are looking at possibly using other services from our Peachtree City companies such as golf cart rentals.

The goal of the Peachtree City Tourism Association (PCTA) is to attract, stimulate and develop tourism in Peachtree City, marketing Peachtree City as a tourist destination. We look to work with the hotels to assist conferences, such as this one, in filling hotel rooms and overall hosting out of town guests in the city. The PCTA supports the idea of this conference and thinks it is beneficial to the community.

Thank you for your consideration,

Lauren Yawn



Executive Director

Peachtree City Tourism Association