

City Council of Peachtree City
REVISED AGENDA
April 7, 2011
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Introduction of City Manager Jim Pennington
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
March 3, 2011, Special Called Meeting Minutes
March 17, 2011, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Stormwater Drainage Easements**
Drainage easements needed to correct flooding problems on various properties – additional easement has been added
 - 2. Consider Right-of-Entry Agreement**
Agreement with Wal-Mart to survey detention pond as part of rehabilitation plans for culvert systems under Wynnmeade Parkway
 - 3. Consider Appointment to Development Authority – Dan Adams**
Recommendation to reappoint Dan Adams for another term
- VIII. New Agenda Items**
 - 04-11-01 Public Hearing – Consider Amendments to Outdoor Display Ordinance Regulating the Use of Walking Advertising**
At the direction of Council, proposed amendment would regulate the use of hand-held or walking signage within the City
 - 04-11-02 Consider Bid – Sealing of City Hall**
Recommendation on bid for façade recoating of City Hall – Engineered Restoration, Inc.
 - 04-11-03 Consider Entering into Memorandum of Agreement for GATEway Grant Landscape Project for SR 74 South**
MOA required as a part of the documentation associated with grant program
- IX. Council/Staff Topics**
Hot Topics Update
- X. Executive Session**

projects should improve the most congested regional corridors as determined through the Atlanta Regional Commission's (ARC's) Congestion Management Process, Regional Strategic Transportation System and Regional Thoroughfare Network. The projects could be new roads, roadway widenings, interchanges, interstate improvements, and bridges.

Borkowski continued that the specific criteria for projects included roadway capital, roadway and bridge maintenance (asset management), safety and traffic operations, freight and logistics, aviation, bicycle and pedestrian, transit capital, and transit operation and maintenance.

The eligible City projects under A-Roadway Capital included MacDuff Parkway Extension Phase 2 (extension to Kedron Drive North), MacDuff Parkway Extension Phase 1 (extension to Kedron Drive south), Line Creek Drive/Circle (overlay and construction of curb and gutter of Line Creek Drive and Line Creek Circle to Huddleston Road to the east and MacDuff Crossings to the west), Northwest Collector (new street from the intersection of North Kedron Drive and MacDuff Parkway to Minix Road), SR 74 South interparcel connection (addition of new street from Sierra Drive to Dividend Drive), and Northeast Collector (new street connecting Sumner Road to Dogwood Trail).

The City had six projects under B-Road & Bridge Maintenance (asset management), bridges and culverts. All the projects were rated "fair" by the DOT. The projects included culverts under Peachtree Parkway over Flat Creek tributary, the bridge on Flat Creek Road over Flat Creek, the bridge on Smokerise Trace over Kedron Creek, the bridge on Smokerise Trace over Flat Creek, the culvert on Spear Road over Camp Creek, and the culvert on Crosstown Drive over Flat Creek.

There were also six projects under C-Safety & Traffic Operations, including intersection improvements on Robinson Road at Redwine, Crosstown, and SR 54; SR 54/Commerce Drive; Peachtree Parkway intersection improvements at Crosstown Drive, Braelinn Road, Georgian Park, Tinsley Mill, and Loring Lane; SR 74/Kedron Drive South; TDK Boulevard/Dividend Drive; and SR 54/Walt Banks Road.

Borkowski said there were no eligible projects under D-Freight & Logistics, and the airport had no projects they wanted to submit under E-Aviation. Learnard asked why there were no projects for a regional airport on the list. Borkowski said that, according to the airport manager, there were easier avenues for funding.

Under F-Bicycle & Pedestrian, the projects included adding a paved shoulder to portions of SR 54 between Peachtree City and Fayetteville, which was also in the ARC's bicycle and pedestrian plan, and path connections to the South Industrial Park, the Southeast Industrial Park, Wilshire Shopping Center/Rite-Aid tunnel, and SR 54 West and Gateway bridge.

The City had no eligible projects under G-Transit Capital or H-Transit Operations & Maintenance.

Borkowski said staff recommended the following projects be included on the project sheet submittal: A-Roadway Capital - MacDuff Parkway Extension Phase 2; C-Safety & Traffic

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the 30 day of March 2010.

WITNESSETH that Scott A. Brundrett and Linda B. Brundrett the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Lenox Road Drainage Improvements (hereinafter "the Project") and as set forth on the set of construction plans titled Lenox Road Drainage Improvements, (hereinafter "the Plans") which plans are maintained in the office of the Public Services Director, City of Peachtree City, 209 McIntosh Trail, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 156 of the 7th Land District, District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 396 square feet, more or less, as shown crosshatched on the plat of the property titled "Lenox Road Drainage Improvements, prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated 10/26/2010, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B begin incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

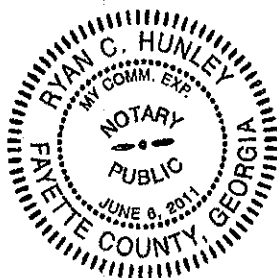
Signed, Sealed and Delivered
this 30th day of March
2011, in the presence of:

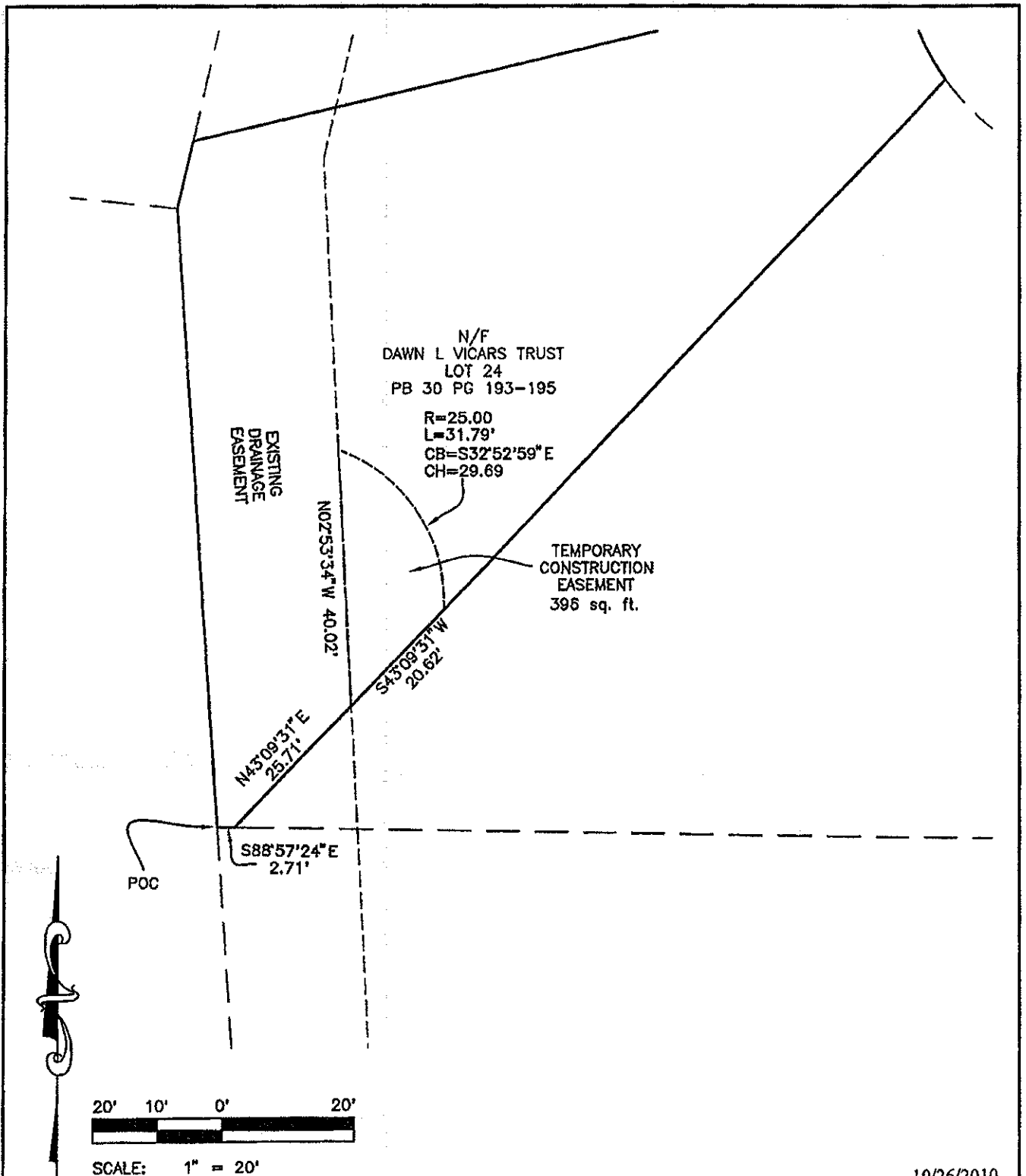
Pata Reiner
Witness

Ryan C. Hunley
Notary Public

[Signature] (L.S.)
Signature of Grantor

[Signature] (L.S.)
Signature of Grantor





10/26/2010

DAWN L VICARS TRUST
LOT 24 BEECHWOOD
PB 30 PG 193-195
LL 156 7TH DISTRICT
FAYETTE COUNTY, GA.

EXHIBIT A
CITY OF PEACHTREE CITY
LENOX ROAD DRAINAGE IMPROVMENTS



INTEGRATED
Science &
Engineering

800 CONSUMERS DRIVE, SUITE 100
PEACHTREE CITY, GEORGIA 30269
(404) 770-4611 (404) 770-4611 (404) 770-4611
ATLANTA/SAVANNAH

Exhibit "B"

Temporary Construction Easement

All that tract or parcel of land lying and being in Land Lot 156 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 24, Final Plat of Beechwood, as recorded in Plat Book 30 Pages 193 thru 195 Fayette County records, and being more particularly described as follows:

Commence at the southwest corner of said Lot 24

Thence along the southerly line of said lot, South 88 degrees 57 minutes 24 seconds East for a distance of 2.71 feet to the southeasterly corner of said lot;

Thence along the southeastern line of said lot, North 43 degrees 09 minutes 31 seconds East for a distance of 25.71 feet to The Point of Beginning;

Thence leaving said southeastern line, North 02 degrees 53 minutes 34 seconds West for a distance of 40.02 feet to a point;

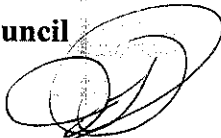
Thence along a curve to the right having a radius of 25.00 feet and an arc length of 31.79 feet, being subtended by a chord of South 32 degrees 52 minutes 59 seconds East for a distance of 29.69 feet to the southeastern line of said lot;

Thence along said southeastern line, South 43 degrees 09 minutes 31 seconds West for a distance of 20.62 feet to The Point of Beginning.

having an area of 396 square feet

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: April 7, 2011
SUBJECT: Consider Reappointment of Development Authority Member
Consent Agenda, April 7, 2011

Recommendation:

Reappoint Carl (Dan) Adams to a new term on the Development Authority beginning 4/1/2011 through 3/31/2015.

Discussion:

The Selection Committee, composed of Mayor Haddix, Development Authority Chairman, Todd Strickland and myself, re-appointed Dan to serve in this volunteer capacity. Dan had been fulfilling a term vacated by Grey Durham and had submitted his application for reappointment.

It is the recommendation of the Committee that Carl (Dan) Adams be reappointed to a term that would begin on 4/1/2011 and end on 3/31/2015.

A copy of his application is attached for your review.

Budget Impact:

This item should have no budgetary impact.

DEVELOPMENT AUTHORITY - PEACHTREE CITY

APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the Development Authority. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment. The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the first Monday of each month at 6:00 p.m in City Hall Council Chambers.

Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority. The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City. Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269.

The City will contact you within two weeks of the application closing date. If you have any questions, please call 770-487-7657.

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

NAME: Carl D. Adams, Jr. (Dan)

ADDRESS: 102 Sweetwater Oaks Peachtree City, GA 30269

TELEPHONE: Day – 770-960-2179; Evening – 770-486-6051; Fax - 770-960-2109

Email: dadams@claytoncrc.org

Signature Date:

How long have you been a resident of Peachtree City?

Since May, 2005 – lived in Fayetteville, GA – 1198 Redwine Road – since 1987

Why are you interested in serving on the Development Authority?

I have completed two economic development training programs through the state – November 2010 & February 2011. I now know how much I **DO NOT** know.

In these past few years I have kept asking myself what more can I do to make a difference in other people's lives – what can I do to assist my family, my friends, my church, my fellow-workers, my community.....- to make life better / easier.....

So back in 1993, I started my master program in education – received it in 1995 – was able to receive a state job as a state wide coordinator in the manufacturing training program. I traveled across the state implementation this training program in the local technical colleges.

While at Quick Start, I was able to complete the 18-month Certified Economic Developer Trainer Program. The CEDT candidates learn techniques for analyzing a company's business operations

and related training needs, preparing training plans, implementing training, evaluating training results and servicing existing industries.

In 2001, I was presented with an opportunity to assist veterans in seeking employment through the web. I designed / developed / delivered this online job assistance program for veterans across the US. It was shut down due to funding in early 2004.

Now, I work with the general public of Fayette, Clayton, and Henry County to assist unemployed and under-employed people in job training and job search.

Being appointed to the development authority would give me another avenue to continue this type of work through development and complete in my hometown of Peachtree City.

What qualifications and experience do you possess that would benefit the Development Authority?

- Worked the past 12 years with the State – Technical College System of GA – Quick Start Program – State Manufacturing Coordinator; Atlanta Regional Commission – Clayton / Fayette / Henry County Career Resource Center – WIA Program – Business Service Representative
- Prior to this 20 years in manufacturing with 14 years at Avery Dennison in PTC and 6 years in Houston, TX at Hydril Corporation.
- Through the Quick Start Program completed the **Certified Economic Developer Trainer Program** in 2000.
- Even though I do not have that much development experience, I can pull from what I learned from this CEDT program.

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

- **US Army Officer** – Captain, Infantry Airborne Ranger 1975 – 1980 – Germany, GA & South Carolina
- **General Foreman** – Hydril Corporation Houston, TX 1980 – 1985
- **1st Line Supervisor / Customer Service / HR / Training Manager** – Avery Dennison PTC, GA 1985 – 1998
- **State Manufacturing Coordinator** – Technical College System of GA – Quick Start Atlanta, GA 1998 – 2001
- **Smart Start Manager (Grant)** – Clayton State University Morrow, GA 2001 – 2004
- **Business Service Representative** – ARC / CSU Career Resource Center (WIA) – Morrow, GA 2004 - Present

Do you have any past experience relating to development? If so, describe.

Since April 2010, have attended the majority of the Development Authority meetings as an alternative. I was appointed in September 2010, to fulfill Mr. Durham's unexpired term.

Through the Quick Start program I have learned that a part of development is training / educating / developing a workforce – a learned / updated / workforce to accept today's challenge in the modern work day. Workers need to be certified – example – The Governor's Work Ready Certificate Program – open to any resident of GA – Fayette Co residents can call the local WIA office to set up an appointment for this exam (it's free) – Applied math, Locating information, & Reading for information.

Have you attended any Development Authority meetings in the past year and, if so, how many?

- Since April 2010, have attended a total of (19) – this includes the special called meetings.

Are you willing to take continuing education classes?

- Yes – Have completed two educational classes – Regional Economic & Leadership Development Training - November 18, 2010 (four month training program) and the DAT – Development Authority Training - (8) hours mandatory training by the state – February 24, 2011.

Would there be any possible conflict of interest between your employment and you serving on the Development Authority?

- No

Describe your current community involvement.

- Member - **Development Authority Peachtree City** – September, 2010 - Present
- Mentor / Secretary / Treasurer - **Leadership Fayette** - Fayette Chamber of Commerce – 2008 – Present.
- Active with **PTC United Methodist Church** with the youth program – on / off since 1986 – advisor / teacher / leader – mostly middle school children.
- Mentor / Secretary / Treasurer – **Leadership Clayton** - Clayton Chamber of Commerce – 2003 – 2008
- Conducted / organized / planned the **Clayton Co Chamber of Commerce Military Job Fair** – 2005 - 2007

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City Council of Peachtree City
Special Called Meeting Minutes
March 3, 2011
6:30 p.m.

The City Council of Peachtree City met Thursday, March 3, 2011, in the City Hall Conference Room. Mayor Don Haddix called the meeting to order at 6:30 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

The purpose was of the special called meeting was enter into executive session to threatened or pending litigation.

Imker moved to convene in executive session to discuss threatened or pending litigation. Sturbaum seconded. The motion carried unanimously.

Imker moved to reconvene in regular session at 6:56 p.m. Learnard seconded. The motion carried unanimously.

Learnard moved to approve the settlement agreement as discussed in executive session. Fleisch seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded. The motion carried unanimously. The meeting adjourned at 6:56 p.m.

Nikki Vrana, Interim City Manager

Don Haddix, Mayor

City Council of Peachtree City
Minutes of Meeting
March 17, 2011

The City Council of Peachtree City met Thursday, March 17, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Haddix proclaimed April as Paint the Town Purple Month for the American Cancer Society's Relay For Life, which would be held April 29 at Atlanta Regional Airport-Falcon Field, and also proclaimed April as Confederate History Month. Pam Dufresne was recognized for completing the certification for Deputy Municipal Clerk. Ashlee Koontz of the Fire Department was recognized as the Employee of the Month.

Minutes

Haddix noted there were additional documents on the dais – amendments to the March 3, 2011, regular meeting minutes from Fleisch and Imker. Sturbaum moved to approve the March 3, 2011, regular meeting minutes as amended by Fleisch and Imker. Fleisch seconded.

Imker referred to page 3 of the agenda packet, the March 3, 2011, minutes, agenda item 06-10-01 Public Hearing – Consider Rezoning, LUR-13 to GR, Newgate Road, that the zoning restriction for the apartments were for ages 62 and over. Imker said he wanted to clarify the age restriction of 62 and over was not a covenant or deed restriction that would expire, but a zoning restriction that was forever in force as long as Council desired. Imker said it had been included in the development agreement that all successive owners of the property had to abide by the age restriction. Imker asked City Attorney Ted Meeker to confirm his understanding. Meeker said that was correct, adding that the age restriction was a condition of the rezoning and was included in the ordinance and the development agreement. Meeker added that zoning conditions did not expire and could only be removed through a zoning ordinance amendment that would have to be approved by Council.

The motion carried unanimously.

Monthly Reports

Haddix noted that there were additional documents on the dais – the Building and Leisure Services reports. Imker had several questions about the Monthly Reports, noting that over \$2 million had been collected in court fines (averaging \$150,000 – \$175,000 per month) over the last year, but only \$1.1 million had been budgeted. Financial Services Director Paul Salvatore said the Monthly Report provided the gross amount of the fines that were assessed. A portion of the fines were pass-throughs for other agencies that went right back out to other agencies. Interim City Manager/Administrative Services Director Nikki Vrana further explained that approximately 33% of a fine was passed on to the state or other agencies. Salvatore added that, when cases were bound over to State Court, the fines were paid to State Court and the City might not see anything from them. Imker said he was looking for budgeted revenue in the reports.

Imker referred to page 27, which was the budgeted income portion of the Financial Services report. He noted that the Local Option Sales Tax (LOST) collected through the first five months of the fiscal year was at 41%, and with the nature of revenue, it should be at 42%, which showed the collections were on track, which was favorable. Imker said 62% of the budgeted amount for licenses and permits had been collected through 40% of the fiscal year, which was good news since most of the permits were pulled in the spring. The permit fee schedule had recently changed, and Imker encouraged residents to get their permits prior to April 1 when the new fees went into effect. Imker was concerned that only \$64,000 was budgeted and earned for investment income from the cash reserves, which he said was astoundingly low at 0.5%. He said he understood the security concerning the investments, but felt it should be invested in something that gave more interest. He asked that any ideas be sent to him or to staff, adding there had to be a better way to get some income from the City's money sitting in the bank.

Imker noted that \$25,000 had been budgeted for Litigation Services, and nearly \$45,000 had been spent to date. He asked what the anticipated year-end balance would be. Meeker said a number of the matters that were pending had been resolved, adding it was hard to predict, but the major things had been addressed at this point. Imker said the good news was that Tinsley Mill was not going to sue the City regarding its drainage problems.

Imker noted the donations received by the City for February included Walmart, \$2,500, for the Public Safety Education Bus; Peachtree City Dog Park Association, \$610, for the Dog Park; LaGrange, \$50, for the Explorer Fund; and Robert and Christine Faults, \$100, for the K-9 program.

Imker gave kudos to the Information Technology (IT) Department, noting that 100% of end user satisfaction with IT was either extremely satisfied (86%) or very satisfied (14%).

Imker pointed out that the Police Department had received 8,672 calls through the end of February 2010 compared to 12,281 calls through the end of February 2011, adding that was a 50% increase for just January and February as the Department's report was based on the calendar year.

Haddix asked Systems Administrator Matt Robinson if he had any recommendations for the proliferation of phishing and spoofing attempts. Robinson recommended residents ensure they do not provide personal information or click on links, especially if the e-mail had no subject. He also encouraged everyone to make sure anti-spyware software was up-to-date. If it looked too good to be true, it probably was. He encouraged a culture of caution and to always be suspicious.

Consent Agenda

- 1. Consider Alcohol License – NEW – The Beirut, 1025 N. Peachtree Parkway**
- 2. Consider FY11 Budget Amendment**

Sturbaum moved to approve the Consent Agenda as listed. Imker seconded. The motion carried unanimously.

New Agenda Items**03-11-19 Public Hearing – Consider Amendments to LUC Zoning, Establish Retail Caps for New Retail Development**

Haddix asked Meeker if the public hearing had to be held, pointing out that Council had denied the same amendments for General Commercial (GC) zoning, so he saw no reason to amend the Limited Use Commercial (LUC) zoning. Meeker said if Council wanted to continue it, there was no need to go through the protocol. Holding the public hearing gave Council the ability to deny the amendments. Council consensus was to go ahead with the public hearing.

Community Development Director/City Planner David Rast said a recommendation had been brought to Council at the March 3 meeting regarding establishing retail caps in GC zoning. Hearings had been scheduled for both GC and LUC zoning that night. There had been an error on the newspaper's part with the publication of the LUC legal notice, which was republished with the March 17 public hearing date. Staff's recommendation remained the same as for GC zoning, that the proposed amendment for retail caps not be enacted.

The public hearing opened and closed with no comment.

Imker said it was better to take the amendments off the books rather than continue it. Haddix said, if denied, the legislation would be preserved, so a continuation or denial added up to the same thing. He had no feelings either way because it was meaningless to change the LUC zoning without changing the GC zoning.

Imker moved to deny the amendments to the LUC zoning and the establishment of retail caps for new retail development. Fleisch seconded.

Haddix said he would vote to deny the amendments on the basis that, without the changes in the GC zoning, the amendments were pointless.

The motion carried unanimously.

03-11-20 Consider Amendment to Alcohol Ordinance – Change in Serving Hours

Public Information Officer/City Clerk Betsy Tyler addressed Council, noting that currently the sale of alcohol was permitted continuously between 12:01 a.m. Monday through 12:00 a.m. (midnight) Saturday. The Saturday hours were extended to 1:00 a.m. on New Year's Eve. The current ordinance permitted the sale of alcohol from 12:30 p.m. through midnight on Sunday. The sale of alcohol was permitted a total of 155.5 hours per week.

Tyler continued that the proposed ordinance would establish a standard 2:00 a.m. closing time every night, would require businesses serving after midnight to install video surveillance, and reduced the hours of sale and delivery of alcohol to 127.5, an 18% reduction. Tyler said the standardized serving times would provide clarity for establishments and patrons and provide consistency for Police enforcement. It also provided safer alternatives as impaired drivers within the City had more alternatives for transportation (taxi, local friends, family) than those returning to the City from other areas. She added that the Police Department enforced "over-serving" restrictions regardless of the time of day.

Tyler said that, according to some local businesses, the Saturday food and beverage sales were nearly 50% lower than Friday sales. The conference centers and hotels were also challenged in attracting Saturday evening wedding receptions and special events due to the midnight cut-off for serving alcohol. Coweta County establishments that stayed open until 2:00 a.m. on Saturday drew sales from Peachtree City.

Per data from the Nielson Claritas, Census of Retail Trade, and U.S. Bureau of Labor Statistics, the retail sales leakage for the food service/drinking industries in a six-mile radius of Peachtree City was \$12 million (\$136 million demand and \$124 million supply). The surplus within a six-mile radius of Newnan was \$13 million (\$119 million demand and \$132 million supply).

Tyler said that 50 establishments in the City with alcohol consumption licenses were surveyed, and 17 had video surveillance, six were regularly open past midnight (one until 3:00 a.m., and three of the six had video surveillance), and 41 (82%) supported the change (five were opposed, two had no opinion, and two could not be reached).

Tyler added that some members of Council had suggested a six-month trial period, but that could not be incorporated into the ordinance. However, an evaluation report could be scheduled for September.

Sturbaum said he would prefer the last call time of 1:55 a.m. be moved to 1:45 a.m. to prevent a mad rush to serve beverages and give customers more time to consume their beverage. Learnard said the "clear out" time was 2:30 a.m., which should be plenty of time. Haddix recalled that "binge drinking" before closing had been a concern when Council considered extending the hours in 2009, adding that Sturbaum's suggestion would provide more time so patrons did not have to drink as fast.

Imker said he was concerned about telling an establishment how to run its business. Council should establish the time to stop serving, then let the businesses handle everything else.

Fleisch said the amendments presented for consideration were basically the same ones presented to Council in 2009, which had been amenable to the establishments. Haddix said he did not remember the establishments being amenable to the proposed amendments, adding the discussion was long and there were several things they did not like at that time.

Learnard asked Police Chief H.C. "Skip" Clark his opinion. Clark said no matter what the time, it was up to an establishment not to over-serve, which opened them up to liability. Clark continued that he was used to an established closing time throughout the week, which was more consistent. The highest rate of Driving under the Influence (DUI) citations was Saturday night, even with alcohol sales stopping at midnight. Friday had the second highest rate, with Sunday being third. The Police Department would still enforce the hours and make arrests. Their concern was people driving back into the City. Haddix said those statistics showed Saturday night was still the most dangerous, even with alcohol sales stopping at midnight.

Fleisch said she had suggested the six-month trial period to see how things were working, with an evaluation in September. They would also have sales tax figures to look at to see if there was

a difference. She added that currently an establishment could stay open until 5:00 a.m. if it wanted to.

Tyler pointed out that staff recommended the ordinance go into effect on April 1 to give those businesses that wanted to stay open later the time to meet the other requirements.

Learnard said her concern was the economic development figures for lost business for no other reason than a randomly generated closing time on Saturday nights. She hated seeing that business go elsewhere. Haddix agreed, but added it was also incumbent upon Council to look at other issues, especially safety. Fleisch said that was the beauty of looking at it after six months, so Council could evaluate the impact of the change on the community.

Fleisch moved to approve the alcohol ordinance related to serving hours with direction to staff to provide a status report at the September 15 Council meeting. Imker seconded. The motion carried unanimously.

03-11-21 Consider Agreement with Fayette County for 2011 Municipal Election

Imker moved to approve the agreement with Fayette County for conducting the 2011 municipal election. Learnard seconded. The motion carried unanimously.

03-11-22 Consider Bid and Budget Amendment – Repair & Resurfacing of Tennis Center Courts

Leisure Services Director Randy Gaddo reported that the cold winter had affected the outdoor tennis courts more than he had ever seen. There were cracks in the Tennis Center courts, as well as all over the City. Even the hairline cracks were up to one and one-fourth inches wide. He asked Council to approve the bid of \$29,690 from Southeast Tennis Courts to clean and fill the cracks, then resurface and repaint the lines on the six outdoor courts at the Tennis Center. Gaddo reiterated the expense was unanticipated. Four courts had been resurfaced at the beginning of the year, and these were the remaining courts. The cracks made the courts unplayable, and the repairs fell within the scope of the City's contract with Canongate. There were five bidders. Southeastern was the lowest and they had worked with the Tennis Center before. The project was unfunded, and Gaddo requested the money come from the General Fund. He noted that Canongate paid the City a minimum of \$24,000 each year to cover this type of thing.

Haddix said he had discussed the issue with Tim Dunlap of Canongate, who explained to him that the tape method that would be used would allow tournament play and should extend the life of the courts five years before having to have a major resurfacing done.

Fleisch asked how much was budgeted for repairs on the Tennis Center courts. Gaddo said \$13,000 had been budgeted for four courts to fill the cracks, repaint, and re-line at the beginning of this year. The amount budgeted depended on the number of courts needing work. The courts throughout the City were evaluated every year, and until three to four years ago, the courts were replaced every three years, but the budget had not supported that for the last three years. Fleisch asked how much was budgeted for the other courts. Gaddo said nothing at this time, and that would be discussed at Council Retreat. Sturbaum said he understood Canongate was looking for grants for future projects, too.

Lernard said she understood the consequences with tournaments, asking what was happening with the other courts in the City that desperately needed repair. Gaddo said there were varying needs, adding that the City had never really faced the situation before where all the courts had huge cracks at the same time because the rotating maintenance cycle kept them in good shape. Lernard asked if the companies that submitted bids had looked at other locations, noting there were courts at Blue Smoke and Glenloch that needed repairs, suggesting the possibility of a quantity discount. Gaddo said there was a very short time to get the work done, so they had just put the Tennis Center courts out to bid. The estimate just to fill the cracks in the other courts was approximately \$6,000. Another \$30,000 would be needed to repaint and re-line the courts.

Haddix said it was a balancing act. The City had an agreement with Canongate. Prior to that agreement, the Tennis Center had operated in the red and now operated in the black. There was a drop dead date to get the tournaments lined up. Losing tournaments meant the City lost revenue. Sturbaum asked how long the work would take. Tennis Center Manager Ben Maes said it should take three weeks.

Imker had visited the Tennis Center to see the courts, noting the first four courts had been done in April 2010. He asked when they would need to be redone. Maes said there was a three-year guarantee on the cracks. The estimated cost for the work was \$5,000 per court. Imker said two courts were scheduled next year, and those were tentatively budgeted. He continued that Courts 14-19 were clay courts, but Canongate paid to refurbish those courts twice per year. Six courts were indoor courts, which were done five months ago, and they lasted five years. Maes confirmed Imker's statements.

Imker said he understood that Canongate had offered to fund \$152,000 in improvements at the Tennis Center, which they were not required to do. He was encouraged by the cooperative relationship between Canongate and the City. Imker said he had looked at several options to pay for the work. The first was to just patch them to get through the summer, so the work could be budgeted properly the next fiscal year. He asked Maes if a national tournament could be held at the Tennis Center if the courts were just patched and painted. Maes said that patching was never very even. A representative of the company that scheduled the tournaments had looked at the courts and said they would not come to the Tennis Center.

Imker said another option was to have the City pay for it. The third option was for the Convention & Visitors Bureau (CVB) to pay for it since the tournaments benefitted them. Tournaments were a CVB-type of function. The fourth option was to ask the CVB to put in \$20,000 of its expected surplus, and the City put in the other \$9,000, adding that the fourth option was a good compromise. If everyone felt it was not fair for the CVB to pay for it since it was not budgeted, then another option was for the City to pay for the work with the CVB reimbursing the City with any surplus they had at the end of the year. Imker said he supported option #4.

Haddix said he was struggling with whether the resurfacing was a CVB function, plus there were additional projects coming up that would use part of any surplus. Asking for additional funding for something that was the City's responsibility was something he would have to think through and discuss with the CVB board.

Sturbaum clarified that, per the agreement with Canongate, the City was not locked into the funding mechanism, just the capital expense cost. Meeker said it was the City's responsibility to make a capital repair, but the funding was the City's business.

Learnard asked where the money Sequoia paid the City each year went. Salvatore said the \$24,000 went into the General Fund to help offset the money that was budgeted for the courts and any other contingencies. Only \$13,000 of the \$24,000 had been budgeted, so the difference could soak up some of the cost. Salvatore added that this case was an unusual, unforeseen contingency due to the extreme weather during the winter. One of the authorized uses of the cash reserves was to pay for those expenses. If there was a problem using reserves, they could look closer at the revenues to see where more could be appropriated. There were some revenue line items that had more in them than was budgeted. They could make budget adjustment against one of those, but he would like to see how all the revenues came in first.

Fleisch said this had been an unforeseen situation. She felt it was best for the City to foot the bill. The City wanted to present itself as a first class organization. Anything short of that could keep the tournaments away for years to come. The CVB had been in business less than a year. The payment structure for the hotel/motel tax had already been changed. The CVB had to pay for the Fourth of July. Now, Council was considering taking another \$20,000. They were taking away their incentive to do good work. If Council wanted to discuss possible reimbursement, then it should take place after the new tax structure was in place when they could have a comprehensive discussion on the CVB funds and how they should be used. Haddix agreed, saying that the CVB had already landed some things that were good for the City and they did not want to stop the CVB's momentum. The CVB was not a piggy bank for the City.

Sturbaum said that the Tennis Center had done a good job of getting the tournaments back, noting that he and Maes had previously discussed how important it was to have a first class facility to attract the quantity and quality of tournaments that were held in the City. He did not have a problem funding the repairs, but there should be a discussion on alternate funding with all the parties. He was prepared to authorize the bid. Imker concurred that the work would get done, but there was time to discuss the funding mechanism.

Sturbaum moved to approve the bid from Southeast Tennis Courts, Inc., in the amount not to exceed \$29,690 for filling cracks, resurfacing, and repainting the lines on the six outdoor tennis courts at the Tennis Center and the associated budget amendment. Fleisch seconded. The motion carried unanimously.

**03-11-23 Discuss & Consider Possible Projects for HB 277 Unconstrained List for
Peachtree City**

City Engineer Dave Borkowski went over the project criteria for the Transportation Investment Act (HB 277) for the City's project list, noting the City's project list should support the performance goals of the Statewide Strategic Transportation Plan (SSTP), achieve specific outcomes, be guided by specific principles, and evaluated by specific criteria. All projects should be completed or underway in 10 years. He noted that projects that qualified under "roadway capital" must serve as origins or destinations of trips to/from and within major existing and proposed employment and activity centers throughout the region. Qualified roadway capital

projects should improve the most congested regional corridors as determined through the Atlanta Regional Commission's (ARC's) Congestion Management Process, Regional Strategic Transportation System and Regional Thoroughfare Network. The projects could be new roads, roadway widenings, interchanges, interstate improvements, and bridges.

Borkowski continued that the specific criteria for projects included roadway capital, roadway and bridge maintenance (asset management), safety and traffic operations, freight and logistics, aviation, bicycle and pedestrian, transit capital, and transit operation and maintenance.

The eligible City projects under A-Roadway Capital included MacDuff Parkway Extension Phase 2 (extension to Kedron Drive North), MacDuff Parkway Extension Phase 1 (extension to Kedron Drive south), Line Creek Drive/Circle (overlay and construction of curb and gutter of Line Creek Drive and Line Creek Circle to Huddleston Road to the east and MacDuff Crossings to the west), Northwest Collector (new street from the intersection of North Kedron Drive and MacDuff Parkway to Minix Road), SR 74 South interparcel connection (addition of new street from Sierra Drive to Dividend Drive), and Northeast Collector (new street connecting Sumner Road to Dogwood Trail).

The City had six projects under B-Road & Bridge Maintenance (asset management), bridges and culverts. All the projects were rated "fair" by the DOT. The projects included culverts under Peachtree Parkway over Flat Creek tributary, the bridge on Flat Creek Road over Flat Creek, the bridge on Smokerise Trace over Kedron Creek, the bridge on Smokerise Trace over Flat Creek, the culvert on Spear Road over Camp Creek, and the culvert on Crosstown Drive over Flat Creek.

There were also six projects under C-Safety & Traffic Operations, including intersection improvements on Robinson Road at Redwine, Crosstown, and SR 54; SR 54/Commerce Drive; Peachtree Parkway intersection improvements at Crosstown Drive, Braelinn Road, Georgian Park, Tinsley Mill, and Loring Lane; SR 74/Kedron Drive South; TDK Boulevard/Dividend Drive; and SR 54/Walt Banks Road.

Borkowski said there were no eligible projects under D-Freight & Logistics, and the airport had projects they wanted to submit under E-Aviation. Learnard asked why there were no projects for a regional airport on the list. Borkowski said that, according to the airport manager, there were easier avenues for funding.

Under F-Bicycle & Pedestrian, the projects included adding a paved shoulder to portions of SR 54 between Peachtree City and Fayetteville, which was also in the ARC's bicycle and pedestrian plan, and path connections to the South Industrial Park, the Southeast Industrial Park, Wilshire Shopping Center/Rite-Aid tunnel, and SR 54 West and Gateway bridge.

The City had no eligible projects under G-Transit Capital or H-Transit Operations & Maintenance.

Borkowski said staff recommended the following projects be included on the project sheet submittal: A-Roadway Capital – MacDuff Parkway Extension Phase 2; C-Safety & Traffic

Operations – Robinson Road intersection improvements, SR 54/Commerce Drive improvements, and Peachtree Parkway intersection improvements; F-Bicycle & Pedestrian – add paved shoulder to portions of SR 54 between Peachtree City and Fayetteville, South Industrial Park path connection, Southeast Industrial Park path connection, Wilshire Shopping Center/Rite-Aid tunnel path connections, and SR 54 West and Gateway bridge path connections.

Sturbaum noted that the projects under B-Road & Bridge Maintenance (asset management) were rated as “fair,” and asked what the life expectancy was of “fair.” Borkowski said the ratings were good, fair, and poor. There were several years of life left for “fair,” they needed painting and deck maintenance. However, the City needed to act on the maintenance to keep from spending more money down the road.

Imker asked Borkowski why staff was not recommending MacDuff Parkway Extension Phase 1 and the Northeast Collector, as well as other projects from the list. Borkowski said MacDuff Parkway Phase 1 was ranked lower because of cost and deliverability. The issues with Phase 1 and the at-grade crossing at the railroad were tremendous. A lot of coordination would have to take place between CSX and DOT, and there were also property and safety issues. Rast added that CSX was trying to close the crossing at the old Comcast site. The plan in Phase 2 was for a bridge to go over the railroad. Haddix said there were already issues with the subdivisions and train noise, so he did not believe there would be much public support for Phase 1.

Imker said the Northwest Collector also looked like a good project and would provide traffic relief. Borkowski said the project would be a good regional route to get Coweta County drivers for SR 54 to SR 74. In his mind, it was another TDK extension, and staff did not see a lot of public support for the project. Imker said he did not foresee the same problem on the north side of the City. Haddix said he could see the developers clustering homes along the road increasing the traffic. Haddix said the developers for that area were concerned about how it would change their plans. Salvatore said Minix Road was a rural residential road, and the proposed road would run parallel to Castlewood in Tyrone. Imker pointed out that it would not be the same environment as the TDK extension in that there would be only a few thousand homes at most compared to the 10,000 homes planned for the Coweta County side of TDK, and half of them would take the alternate route to Interstate 85 rather than SR 74.

Learnard asked what the philosophy was for the list. Borkowski said they wanted something that enhanced regional mobility. Vrana said that the Northwest Collector did meet that criteria, but staff made a “Council” decision as they did not see any citizen support for the road. Imker said it was still six years or more down the road, and Coweta County’s routes would also improve during that time. Borkowski said the route could be added.

Sturbaum said he would like to talk to Coweta County about the Northwest Collector and connection to Minix Road. Salvatore noted that Minix Road was considered rural residential and was a bike route. Sturbaum said he wanted Coweta’s feedback as a courtesy and to see whether they had any concerns. Haddix added that Coweta had recently removed projects from that section of the county from its transportation plan. Vrana said this was the last Council meeting before the March 25 deadline, asking Council if they supported the Northwest Collector if Coweta County supported it. Haddix said the project would disrupt all the plans for the West

Village area. Imker asked if the City could turn down money for the project. Haddix said once the constrained list was approved by the Regional Transportation Roundtable (RTR), it was done and the RTR would disband. Imker said someone would manage the money, and they could move it to another project. Haddix said a panel of citizens would ensure the plans were enforced and oversee the people managing the money, adding it was a strange law. Imker said he was not ready for a legal interpretation, asking whether Council wanted to include the project on the City's list. Borkowski said the project also might not make it to the next round of the constrained list.

Beth Pullias told Council she was not sure the road would benefit the City as much as Coweta County. She would hesitate to recommend a road unless it benefited the City.

Haddix said, based on past history, he did not want to include the Northwest Collector on the list. Learnard said she would leave it off. Sturbaum said that was also his concern and that as a courtesy, Coweta County and the property owners in the area should be contacted. Meeker reminded Council they were not talking location of the road, just the concept. Fleisch said it would be good to investigate the possibilities, but she agreed it should not go on the list. Imker said enough time had been spent on this, and they should move on.

Vrana noted that Fayette County Public Works Director Phil Mallon had e-mailed that afternoon the most recent draft master list of County projects to be submitted (a copy of the list is included in the meeting file). Council referred to Fayette County's draft master list of road projects, noting that #18 of the 20 projects on the County's list was for Line Creek Drive/Circle. Haddix noted that the secondary road on the north side of SR 54 West had proven beneficial, asking if it would be beneficial on the south side of the highway. Borkowski said he did not know if adding the road would take a lot of traffic off SR 54 West. It would benefit customers and residents, but it was not a very deliverable project. It would require wiping out businesses. There were also issues with drainage and a swale that connected to the Tennis Center detention pond.

Learnard asked how this road could meet the criteria. Borkowski said he could make a case for the level of service on SR 54. A traffic study could be done to see if it would help. It could possibly help with freight; getting the trucks off the road. There were cost benefit and deliverability issues. Borkowski did not know if all the necessary rights-of-way could be procured in six years. Vrana compared the frontage road to Phase 1 of the MacDuff Parkway extension, adding that the issues were very similar.

The consensus from Council was to remove the City projects from B-Road & Bridge Maintenance (asset management) and to eliminate the intersection improvements at SR 74/Kedron Drive South, TDK Boulevard/Dividend Drive, and SR 54/Walt Banks Road from C-Safety and Traffic on the County's project list.

Sturbaum moved to approve the staff's recommended project list based on slide #48 (A-Roadway Capital – MacDuff Parkway Extension Phase 2; C-Safety & Traffic Operations – Robinson Road intersection improvements, SR 54/Commerce Drive improvements, and Peachtree Parkway intersection improvements; F-Bicycle & Pedestrian – add paved shoulder to portions of SR 54 between Peachtree City and Fayetteville, South Industrial Park path

connection, Southeast Industrial Park path connection, Wilshire Shopping Center/Rite-Aid tunnel path connections, and SR 54 West and Gateway bridge path connections). Learnard seconded. The motion carried unanimously.

03-11-24 Consider Resolution for HB 277 Transportation Investment Act

Vrana gave a synopsis of the resolution, adding that the County and its municipalities were submitting the projects as one unified document.

Learnard moved to approve the resolution to support the Transportation Investment Act of 2011 project submittal. Fleisch seconded. The motion carried unanimously.

03-11-25 Consider Covenant Not to Sue Agreement with Southside Ministries

Borkowski explained that the Southside Church was expanding, and the new wing would be built over an existing storm drain line, which was not a standard engineering practice. Staff had asked them to move the storm drain, relocating it around the building expansion, which would have significantly impacted the tree buffer on Robinson Road. The church counter proposed leaving the storm drain where it was. There was no City ordinance against building over the storm drain line. Borkowski said he would not condone it, but as there was nothing in the ordinance or design manual to specifically prevent it, the City Attorney had recommended the City and church enter into an agreement that indemnified the City so the church could not sue the City in the event something happened.

Meeker said their engineer had signed off on the agreement. It was not the first time that someone had not technically violated the City's ordinance, but had done something not everyone would do, then had come back claiming that the City had negligently allowed something to happen. None of those had been successful, but given the past history, Meeker said it would be helpful to have something in the deed record that would shut down the argument at the beginning.

Fleisch asked who would pay if the system failed. Meeker said it would be the church, and their successors and assigns, subsequent people in the chain of title, who would be bound by the agreement as well.

Imker asked for a map of the church site to be shown. Imker said there would be wings constructed on the Robinson Road and Ebenezer Road sides of the building, asking where the drain line was located. Rast said it was located 12 feet from the edge of the building. Imker noted the trees in the buffer, saying it was his understanding there was an agreement or promise made when the church, or the original owner, was built that it would not encroach past the original line it was built on. Imker said it seemed as though they were taking back the original promise, asking if anyone knew about it. Meeker said that when the issue first arose, staff had also heard that promises had been made and certain conditions had been imposed. When looking at what had been approved when the church building was originally approved, there was nothing listed as a condition in the minutes that could be enforced. Meeker said they had gone through every set of minutes, hoping to find something to uphold the buffer. Unfortunately, there might have been discussions, but nothing was carried forward in the minutes or the approval letters.

Imker noted that two of the Planning Commissioners were members of the church, which seemed awkward to him. Although they had a legal right to vote on the matter, Imker said he wished they had recused themselves. He noted that, with the expansion, it would be more expensive to fix the stormwater drain should it ever fail. As long as the church took full responsibility to do that, he was fine with the agreement. Meeker said that was the purpose of the agreement.

Fleisch asked how much of the buffer would be affected. Rast clarified that the current buffer was over 60 feet wide, and a condition of the approval of the conceptual site plan and the final site plan stipulated a 50-foot tree save and landscape buffer along Robinson and Ebenezer Roads, which was required by the City's tree save and landscape ordinance. The building would be 62 feet from the property line. There would be smaller vegetation at the edge of the tree line, but they were not going into the tree line. The expansion would have very little impact on the buffer.

Learnard moved to enter into the agreement not to sue with Southside Ministries. Fleisch seconded. The motion carried unanimously.

03-11-16 (Should be 03-11-26) Consider GDOT Title VI Documents

Imker moved to approve the GDOT Title VI documents. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Hot Topics Update

MacDuff tunnel – Vrana reported that the plans had been revised, and staff had met with the regional manager. The plans had been forwarded up to their national manager. A conference call was scheduled the next day with Camden Apartments regarding which option they preferred.
Lake McIntosh – Vrana said the rain had prevented the burning for Lake McIntosh from taking place, but the process was moving along.

Vrana continued that CSX would be replacing ties along the railroad from Monticello to Atlanta, and there would be road closures at Dividend Drive, Kelly Drive, and Paschall Road. The railroad was being very proactive and would run radio spots on the closures. The City would also send out press releases, and notices would be included in the *Updates*.

The City's local legislation requesting a change in the hotel/motel tax distribution as well as an increase in the hotel/motel tax had been approved by the House and had been forwarded to the Senate. The legislation for the Public Facilities Authority was moving along. The local legislation would not be affected by crossover day.

Path connection #803 to K-mart was closed for reconstruction. Path users could access the shopping center via other connections. Path #1184 (Peachtree Parkway, Bridlepath) was completed and open. There would be intermittent closures affecting access to Rite-Aid and Whitlock due to the Walgreen's construction.

Assistant Fire Chief Joe O'Connor said the Department would begin pressure washing, then repainting, all the fire hydrants. The paint scheme would change due to new standards, but would still represent the gallons per minute.

Public Services Director Mark Caspar said they had taken three more beavers out of Lake Peachtree during the last week, and the closure of Drake Field was completed.

Caspar continued there would be a City-wide path clean-up, in conjunction with Keep Peachtree City Beautiful (KPTCB) and the Great American Cleanup, on May 7, 9:00 a.m. – noon, the same day as the City's annual Spring Clean-up at the Recycling Center. Volunteers could sign up by calling Public Works. Fleisch said there would be drop-off areas with KPTCB representatives. Caspar said there would be a drop-off in each of 14 zones where people could take items. If the volunteers found items such as tires or refrigerators in the woods, they could identify the area at the drop-off location so Public Works could pick up the items.

Sturbaum moved to convene in executive session for pending or threatened litigation at 9:45 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 9:55 p.m. Imker seconded. The motion carried unanimously.

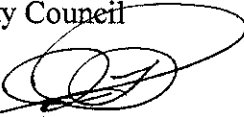
There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded. The motion carried unanimously. The meeting adjourned at 9:57 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Public Services Director 
DATE: March 22, 2011
SUBJECT: Stormwater Drainage Easement
April 7, 2011 Council Meeting

Recommendation:

Staff recommends that City Council accept the attached easements for stormwater maintenance.

Discussion:

The City is currently seeking to establish drainage easements to correct flooding problems. As such staff needs to modify or replace the existing pipe to eliminate the flooding. Because the City does not currently have an easement large enough to complete this work, one was requested from the homeowners. Therefore Staff recommends acceptance of this easement.

Budget Impact:

There is no budget impact for this particular agreement.

Attachment

cc: City Engineer

After recording, return to:

City of Peachtree City
Engineering Department
151 Willowbend Road
Peachtree City, GA 30269

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

^{LTE}
_{CAE} THIS INDENTURE, made and entered into this 25 day of JANUARY in the year 2010, between Lawton Terry Enzor and Cindy A. Enzor as parties of the first part, hereinafter referred to collectively as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described consisting of approximately 0.153 acres in area as shown on the plat survey titled "Lot 9 Smokerize Estates Phase II", prepared by W.D. Gray and Associates, Inc. for the City of Peachtree City, Georgia, dated 09/10/09, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNERS:

Lawton Terry Enzor
Lawton Terry Enzor

Cindy A. Enzor
Cindy A. Enzor

Signed sealed and delivered,
In the presence of

Sandra Whitten
Witness

NOTARY:

Susan K Anderson
Printed name

Susan K Anderson
Signature

My Commission expires:

3-23-13
SEAL

EXHIBIT "B"

Drainage Easement Description

All that tract or parcel of land lying and being in Land Lot 91 of the 7th District, Fayette County GA, City of Peachtree City, and being more particularly described as follows;

To find the TRUE POINT OF BEGINNING, begin at the intersection of the Northerly Right-of-Way of Brown Road (50' Right-of-Way) and the Easterly Right-of-Way of Ashley Way (50' Right-of-Way); Thence Northerly along the Easterly Right-of-Way of Ashley Way 371.09 feet to a 1/2" rebar found; Thence continue along said Right-of-Way North 01 degrees 45 minutes 51 seconds West a distance of 149.94 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 88 degrees 17 minutes 37 seconds East a distance of 10.96 feet to a point and the TRUE POINT OF BEGINNING; Thence North 88 degrees 17 minutes 37 seconds East a distance of 81.03 feet to a point; Thence South 74 degrees 12 minutes 30 seconds East a distance of 46.32 feet to a point; Thence South 73 degrees 47 minutes 07 seconds East a distance of 18.16 feet to a point; Thence South 76 degrees 33 minutes 06 seconds East a distance of 23.91 feet to a point; Thence South 82 degrees 58 minutes 42 seconds East a distance of 23.08 feet to a point; Thence South 77 degrees 36 minutes 14 seconds East a distance of 28.36 feet to a point; Thence North 45 degrees 48 minutes 44 seconds East a distance of 18.24 feet to a point; Thence North 40 degrees 51 minutes 12 seconds East a distance of 29.72 feet to a point; Thence North 69 degrees 35 minutes 31 seconds East a distance of 6.13 feet to a point; Thence North 88 degrees 17 minutes 37 seconds East a distance of 28.82 feet to a 1/2" rebar found; Thence South 01 degrees 45 minutes 08 seconds East a distance of 15.52 feet to a point; Thence South 85 degrees 24 minutes 48 seconds West a distance of 14.49 feet to a point; Thence South 69 degrees 35 minutes 31 seconds West a distance of 9.40 feet to a point; Thence South 40 degrees 51 minutes 12 seconds West a distance of 25.47 feet to a point; Thence South 45 degrees 48 minutes 44 seconds West a distance of 9.22 feet to a point; Thence South 64 degrees 12 minutes 48 seconds East a distance of 17.01 feet to a point; Thence South 48 degrees 53 minutes 36 seconds East a distance of 32.35 feet to a point; Thence South 45 degrees 11 minutes 30 seconds East a distance of 12.54 feet to a point; Thence South 01 degrees 45 minutes 08 seconds East a distance of 29.09 feet to a point; Thence North 45 degrees 11 minutes 30 seconds West a distance of 33.02 feet to a point; Thence North 48 degrees 53 minutes 36 seconds West a distance of 29.02 feet to a point; Thence North 41 degrees 31 minutes 13 seconds West a distance of 9.82 feet to a point; Thence North 78 degrees 32 minutes 31 seconds West a distance of 15.32 feet to a point; Thence North 77 degrees 36 minutes 14 seconds West a distance of 35.61 feet to a point; Thence North 82 degrees 58 minutes 42 seconds West a distance of 23.27 feet to a point; Thence North 75 degrees 25 minutes 02 seconds West a distance of 25.25 feet to a point; Thence North 75 degrees 20 minutes 42 seconds West a distance of 18.81 feet to a point; Thence North 74 degrees 12 minutes 30 seconds West a distance of 34.29 feet to a point; Thence North 77 degrees 00 minutes 30 seconds West a distance of 89.35 feet to a point and the TRUE POINT OF BEGINNING; being a drainage easement located on Lot 9, Smokerise Estates, Phase II, said tract containing 0.153 acres more or less as shown on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated September 10th, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.

Return to:
Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, Georgia 30263

Re: Security Deed recorded in Deed Book 3523,
Page 258, Fayette County records

QUIT CLAIM DEED OF RELEASE

GEORGIA, FAYETTE COUNTY

THIS INDENTURE, made this 14th day of January, 2010, between MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., party of the first Part (hereinafter "Grantor"), and the CITY OF PEACHTREE CITY, GEORGIA, hereinafter referred to as the "CITY."

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), cash, in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the CITY, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the easement granted to the City of Peachtree City on that certain parcel of land described as follows:

"SEE DECSRIPTION ATTACHED HERETO AS EXHIBIT 'A'"

The purpose of this deed is to release easement granted to the City of Peachtree City on the above described property from operation, lien and effect of the following: that certain Security Deed dated May 13, 2009, from Lawton Terry Enzor and Cindy A. Enzor to Grantor and Branch Banking & Trust Company, as recorded in Deed Book 3523, Page 258, in the Office of the Clerk of the Superior Court of Fayette County, Georgia.

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD, the said described premises unto the said CITY and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the part of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the part of the first part has hereunto set his hand and affixed his seal the day and year first above written.

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Signed, Sealed and Delivered

This 11th day of January,
2010, in the presence of:

Angela S Sargee
Witness

Vickie Childs
Notary Public (SEAL)

Commission expires: 6/26/17

BY: [Signature] (L.S.)
Vice President Title

Attest: Marcia L. Fudge (L.S.)
ASA Vice President Title

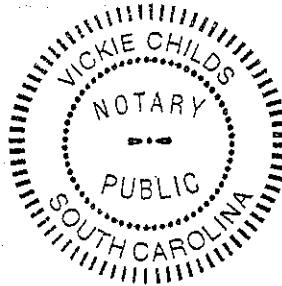


EXHIBIT B

Drainage Easement Description

All that tract or parcel of land lying and being in Land Lot 91 of the 7th District, Fayette County GA, City of Peachtree City, and being more particularly described as follows;

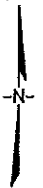
To find the TRUE POINT OF BEGINNING, begin at the intersection of the Northerly Right-of-Way of Brown Road (50' Right-of-Way) and the Easterly Right-of-Way of Ashley Way (50' Right-of-Way); Thence Northerly along the Easterly Right-of-Way of Ashley Way 371.09 feet to a 1/2" rebar found; Thence continue along said Right-of-Way North 01 degrees 45 minutes 51 seconds West a distance of 149.94 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 88 degrees 17 minutes 37 seconds East a distance of 10.96 feet to a point and the TRUE POINT OF BEGINNING; Thence North 88 degrees 17 minutes 37 seconds East a distance of 81.03 feet to a point; Thence South 74 degrees 12 minutes 30 seconds East a distance of 46.32 feet to a point; Thence South 73 degrees 47 minutes 07 seconds East a distance of 18.16 feet to a point; Thence South 76 degrees 33 minutes 06 seconds East a distance of 23.91 feet to a point; Thence South 82 degrees 58 minutes 42 seconds East a distance of 23.08 feet to a point; Thence South 77 degrees 36 minutes 14 seconds East a distance of 28.36 feet to a point; Thence North 45 degrees 48 minutes 44 seconds East a distance of 18.24 feet to a point; Thence North 40 degrees 51 minutes 12 seconds East a distance of 29.72 feet to a point; Thence North 69 degrees 35 minutes 31 seconds East a distance of 6.13 feet to a point; Thence North 88 degrees 17 minutes 37 seconds East a distance of 28.82 feet to a 1/2" rebar found; Thence South 01 degrees 45 minutes 08 seconds East a distance of 15.52 feet to a point; Thence South 85 degrees 24 minutes 48 seconds West a distance of 14.49 feet to a point; Thence South 69 degrees 35 minutes 31 seconds West a distance of 9.40 feet to a point; Thence South 40 degrees 51 minutes 12 seconds West a distance of 25.47 feet to a point; Thence South 45 degrees 48 minutes 44 seconds West a distance of 9.22 feet to a point; Thence South 64 degrees 12 minutes 48 seconds East a distance of 17.01 feet to a point; Thence South 48 degrees 53 minutes 36 seconds East a distance of 32.35 feet to a point; Thence South 45 degrees 11 minutes 30 seconds East a distance of 12.54 feet to a point; Thence South 01 degrees 45 minutes 08 seconds East a distance of 29.09 feet to a point; Thence North 45 degrees 11 minutes 30 seconds West a distance of 33.02 feet to a point; Thence North 48 degrees 53 minutes 36 seconds West a distance of 29.02 feet to a point; Thence North 41 degrees 31 minutes 13 seconds West a distance of 9.82 feet to a point; Thence North 78 degrees 32 minutes 31 seconds West a distance of 15.32 feet to a point; Thence North 77 degrees 36 minutes 14 seconds West a distance of 35.61 feet to a point; Thence North 82 degrees 58 minutes 42 seconds West a distance of 23.27 feet to a point; Thence North 75 degrees 25 minutes 02 seconds West a distance of 25.25 feet to a point; Thence North 75 degrees 20 minutes 42 seconds West a distance of 18.81 feet to a point; Thence North 74 degrees 12 minutes 30 seconds West a distance of 34.29 feet to a point; Thence North 77 degrees 00 minutes 30 seconds West a distance of 89.35 feet to a point and the TRUE POINT OF BEGINNING; being a drainage easement located on Lot 9, Smokerise Estates, Phase II, said tract containing 0.153 acres more or less as shown on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated September 10th, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.

Drainage Easement Description

All that tract or parcel of land lying and being in Land Lot 91 of the 7th District, Fayette County GA, City of Peachtree City, and being more particularly described as follows;

To find the TRUE POINT OF BEGINNING, begin at the intersection of the Northerly Right-of-Way of Brown Road (50' Right-of-Way) and the Easterly Right-of-Way of Ashley Way (50' Right-of-Way); Thence Northerly along the Easterly Right-of-Way of Ashley Way 371.09 feet to a 1/2" rebar found; Thence continue along said Right-of-Way North 01 degrees 45 minutes 51 seconds West a distance of 149.94 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 88 degrees 17 minutes 37 seconds East a distance of 10.96 feet to a point and the TRUE POINT OF BEGINNING; Thence North 88 degrees 17 minutes 37 seconds East a distance of 81.03 feet to a point; Thence South 74 degrees 12 minutes 30 seconds East a distance of 46.32 feet to a point; Thence South 73 degrees 47 minutes 07 seconds East a distance of 18.16 feet to a point; Thence South 76 degrees 33 minutes 06 seconds East a distance of 23.91 feet to a point; Thence South 82 degrees 58 minutes 42 seconds East a distance of 23.08 feet to a point; Thence South 77 degrees 36 minutes 14 seconds East a distance of 28.36 feet to a point; Thence North 45 degrees 48 minutes 44 seconds East a distance of 18.24 feet to a point; Thence North 40 degrees 51 minutes 12 seconds East a distance of 29.72 feet to a point; Thence North 69 degrees 35 minutes 31 seconds East a distance of 6.13 feet to a point; Thence North 88 degrees 17 minutes 37 seconds East a distance of 28.82 feet to a 1/2" rebar found; Thence South 01 degrees 45 minutes 08 seconds East a distance of 15.52 feet to a point; Thence South 85 degrees 24 minutes 48 seconds West a distance of 14.49 feet to a point; Thence South 69 degrees 35 minutes 31 seconds West a distance of 9.40 feet to a point; Thence South 40 degrees 51 minutes 12 seconds West a distance of 25.47 feet to a point; Thence South 45 degrees 48 minutes 44 seconds West a distance of 9.22 feet to a point; Thence South 64 degrees 12 minutes 48 seconds East a distance of 17.01 feet to a point; Thence South 48 degrees 53 minutes 36 seconds East a distance of 32.35 feet to a point; Thence South 45 degrees 11 minutes 30 seconds East a distance of 12.54 feet to a point; Thence South 01 degrees 45 minutes 08 seconds East a distance of 29.09 feet to a point; Thence North 45 degrees 11 minutes 30 seconds West a distance of 33.02 feet to a point; Thence North 48 degrees 53 minutes 36 seconds West a distance of 29.02 feet to a point; Thence North 41 degrees 31 minutes 13 seconds West a distance of 9.82 feet to a point; Thence North 78 degrees 32 minutes 31 seconds West a distance of 15.32 feet to a point; Thence North 77 degrees 36 minutes 14 seconds West a distance of 35.61 feet to a point; Thence North 82 degrees 58 minutes 42 seconds West a distance of 23.27 feet to a point; Thence North 75 degrees 25 minutes 02 seconds West a distance of 25.25 feet to a point; Thence North 75 degrees 20 minutes 42 seconds West a distance of 18.81 feet to a point; Thence North 74 degrees 12 minutes 30 seconds West a distance of 34.29 feet to a point; Thence North 77 degrees 00 minutes 30 seconds West a distance of 89.35 feet to a point and the TRUE POINT OF BEGINNING; being a drainage easement located on Lot 9, Smokerise Estates, Phase II, said tract containing 0.153 acres more or less as shown on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated September 10th, 2009.

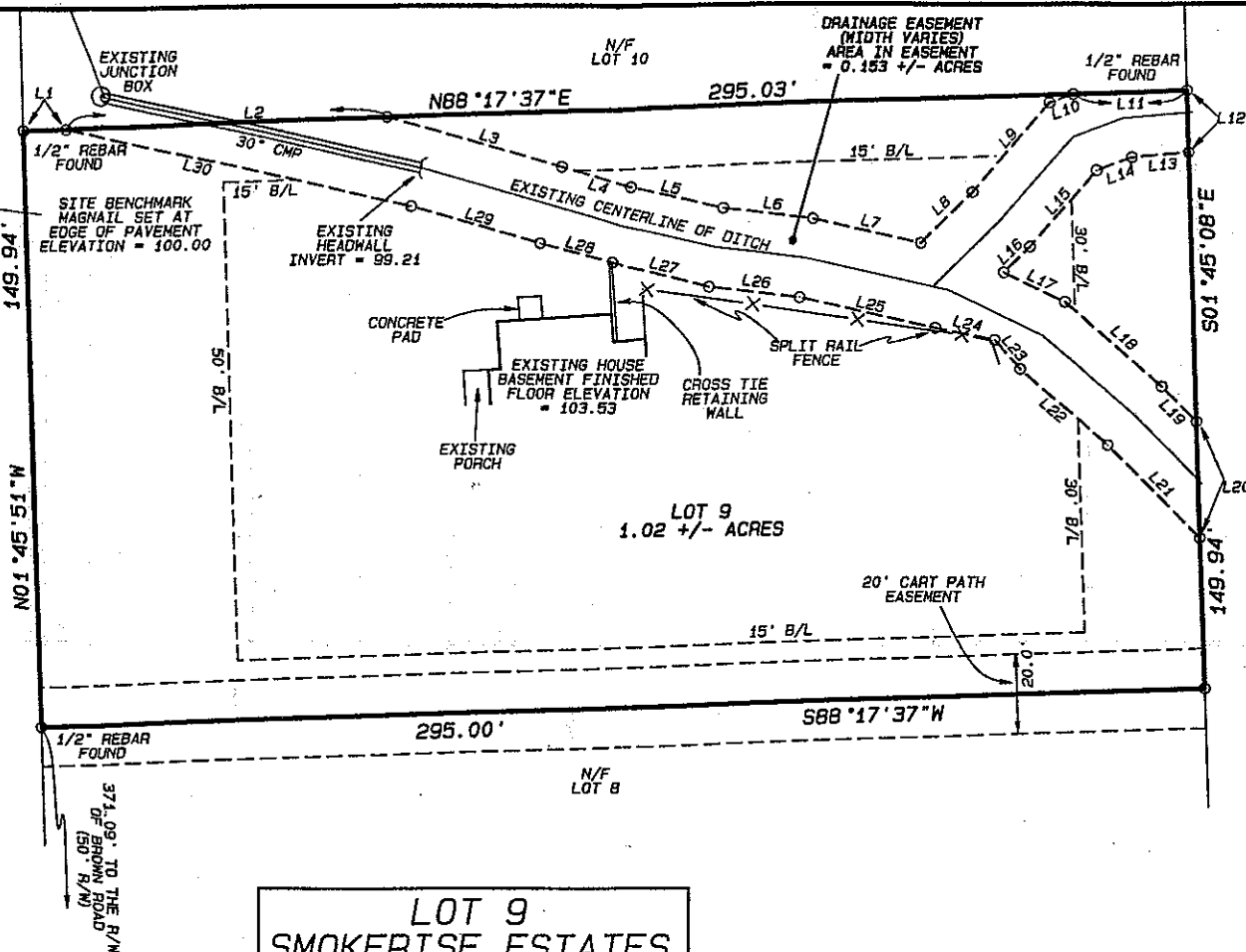
NORTH BASED ON
SUBDIVISION PLAT
PLAT BOOK 24, PAGES 174-175



ASHLEY WAY (50' RIGHT-OF-WAY)

EASEMENT LINE
TABLE

LINE	BEARING	DISTANCE
L1	N88°17'37"E	10.96'
L2	N88°17'37"E	81.03'
L3	S74°12'30"E	46.32'
L4	S73°47'07"E	18.16'
L5	S76°33'06"E	23.91'
L6	S82°58'42"E	23.08'
L7	S77°36'14"E	28.36'
L8	N45°48'44"E	18.24'
L9	N40°51'12"E	29.72'
L10	N69°35'31"E	6.13'
L11	N88°17'37"E	28.82'
L12	S01°45'08"E	15.52'
L13	S85°24'48"W	14.49'
L14	S69°35'31"W	9.40'
L15	S40°51'12"W	25.47'
L16	S45°48'44"W	9.22'
L17	S64°12'48"E	17.01'
L18	S48°53'36"E	32.35'
L19	S45°11'30"E	12.54'
L20	S01°45'08"E	29.09'
L21	N45°11'30"W	33.02'
L22	N48°53'36"W	29.02'
L23	N41°31'13"W	9.82'
L24	N78°32'31"W	15.32'
L25	N77°36'14"W	35.61'
L26	N82°58'42"W	23.27'
L27	N75°25'02"W	25.25'
L28	N75°20'42"W	18.81'
L29	N74°12'30"W	34.29'
L30	N77°00'30"W	89.35'



LOT 9
SMOKERISE ESTATES
PHASE II

PLAT BOOK 24, PAGES 174-175

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

In my opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP.

No: 13113C 0091E
Dated: SEPTEMBER 26, 2008

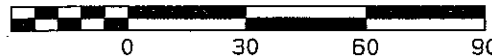
PREPARED FOR:
THE CITY OF PEACHTREE CITY

LAND LOT 91, 7TH DISTRICT
FAYETTE COUNTY, GA.
CITY OF PEACHTREE CITY

SCALE: 1" = 30'
DATE OF DRAWING: 09/10/09

GRAPHIC SCALE

1"=30'



Land Surveyors - Planners
160 GREENCASTLE ROAD SUITE B TYRONE, GA 30290
PH. 770-486-7552
FAX 770-486-0496



AND ASSOCIATES, INC.

Job No: 0908010

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the 10th day of NOVEMBER 2010.

WITNESSETH that Jennifer L. Bowen and John W. Bowen the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Lenox Road Drainage Improvements (hereinafter "the Project") and as set forth on the set of construction plans titled Lenox Road Drainage Improvements, (hereinafter "the Plans") which plans are maintained in the office of the Public Services Director, City of Peachtree City, 209 McIntosh Trail, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 157 of the 7th Land District, District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 377 square feet, more or less, as shown crosshatched on the plat of the property titled "Lenox Road Drainage Improvements, prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated 10/26/2010, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B begin incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER:

John W. Bowen
John W. Bowen

Jennifer L. Bowen
Jennifer L. Bowen

Signed sealed and delivered,
In the presence of

Theresa A. DeCarmet
Witness

NOTARY:

Faye B. Beale
Printed name

Faye B. Beale
Signature

My Commission expires: 10/31/11
Reg # 190032

SEAL

After recording, return to:

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

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered in to this 10th day of November in the year 2010, between John W. Bowen and Jennifer L. Bowen, as parties of the first part, hereinafter referred to collectively as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over through, under and across certain properties consisting of approximately 1,907 square feet in area as shown crosshatched on the plat of survey titled "Lot 4 Honeysuckle Ridge, PB 23, PG 80-81, LL 157, 7th District", prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, said plat attached hereto and made a part of this deed as Exhibit "A", said easements being more particularly described in the Legal Description attached hereto as Exhibit "B", which Exhibits area incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject properties. The permanent easement herein granted shall be perpetual in duration.

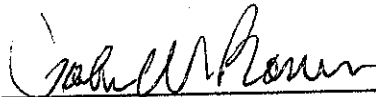
The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

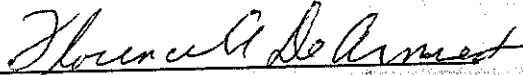
In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 10 day of November
2010, in the presence of:

 (L.S.)
Signature of Grantor

 (L.S.)
Signature of Grantor


Witness


Notary Public My commission expires 10/31/11
Reg # 190032

After recording, return to:

**City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269**

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered in to this ____ day of _____ in the year 2010, between William L. Jr. and Carol D. Mitchell, as parties of the first part, hereinafter referred to collectively as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over through, under and across certain properties consisting of approximately 221 square feet in area as shown crosshatched on the plat of survey titled "Lot 23, Beechwood Subdivision PB 30 PG 193-195, LL 156, 7th District", prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, said plat attached hereto and made a part of this deed as Exhibit "A", said easements being more particularly described in the Legal Description attached hereto as Exhibit "B", which Exhibits area incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject properties. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER:

William L. Mitchell Jr.
William L. Mitchell Jr. 3/1/11

Carol D. Mitchell
Carol D. Mitchell

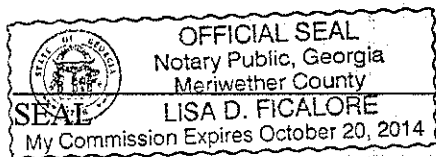
Signed sealed and delivered,
In the presence of

Susan Garcia
Witness

NOTARY:

Lisa D. Ficalore
Printed name
Lisa D. Ficalore
Signature

My Commission expires: 10/20/2014



After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the ____ day of _____ 2010.

WITNESSETH that Carol D. Mitchell and William L. Mitchell Jr. the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Lenox Road Drainage Improvements (hereinafter "the Project") and as set forth on the set of construction plans titled Lenox Road Drainage Improvements, (hereinafter "the Plans") which plans are maintained in the office of the Public Services Director, City of Peachtree City, 209 McIntosh Trail, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 156 of the 7th Land District, District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 88 square feet, more or less, as shown crosshatched on the plat of the property titled "Lenox Road Drainage Improvements, prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated 10/26/2010, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B begin incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

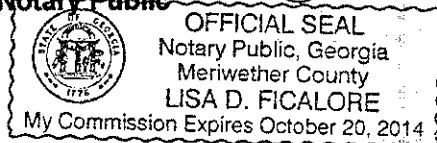
Signed, Sealed and Delivered
this 11 day of March
2010, in the presence of:

William L. Mitchell Jr. (L.S.)
Signature of Grantor

Carol D. Mitchell (L.S.)
Signature of Grantor

James Garcia
Witness

Lisa D. Ficalore
Notary Public



Lot 23 Drainage Easement

Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 156 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 23, Final Plat of Beechwood, as recorded in Plat Book 30 Pages 193 thru 195 Fayette County records, and being more particularly described as follows:

Commence at the southwest corner of said Lot 23

Thence along the southerly line of said lot, South 88 degrees 57 minutes 24 seconds East for a distance of 17.36 feet to The Point of Beginning;

Thence leaving said southerly line, North 03 degrees 44 minutes 41 seconds West for a distance of 17.64 feet to the northwesterly line of said lot;

Thence along said northwesterly line, North 43 degrees 09 minutes 31 seconds East for a distance of 2.02 feet to a point;

Thence leaving said northwesterly line, South 47 degrees 53 minutes 34 seconds East for a distance of 29.03 feet to the southerly line of said lot;

Thence along said southerly line North 88 degrees 57 minutes 24 seconds West for a distance of 21.77 feet to The Point of Beginning.

having an area of 221 square feet

Lot 23 Temporary Construction Easement

All that tract or parcel of land lying and being in Land Lot 156 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 23, Final Plat of Beechwood, as recorded in Plat Book 30 Pages 193 thru 195 Fayette County records, and being more particularly described as follows:

Commence at the southwest corner of said Lot 23

Thence along the southerly line of said lot, South 88 degrees 57 minutes 24 seconds East for a distance of 17.36 feet to a point;

Thence leaving said southerly line, North 03 degrees 44 minutes 41 seconds West for a distance of 17.64 feet to the northwesterly line of said lot;

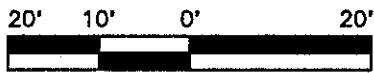
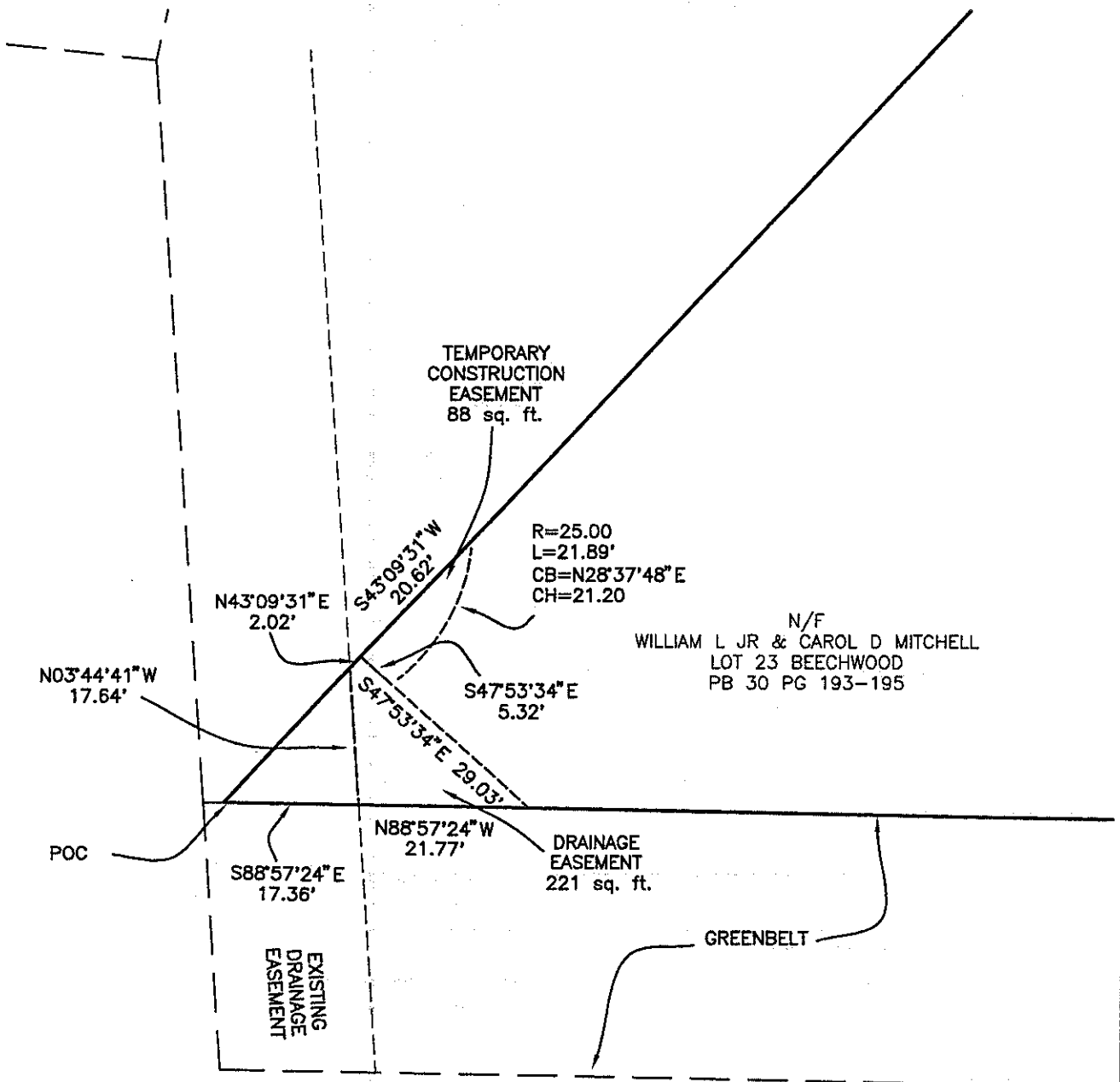
Thence along said northwesterly line, North 43 degrees 09 minutes 31 seconds East for a distance of 2.02 feet to The Point of Beginning;

Thence leaving said northwesterly line, South 47 degrees 53 minutes 34 seconds East for a distance of 5.32 feet to a point;

Thence along a curve to the left having a radius of 25.00 feet and an arc length of 21.89 feet, being subtended by a chord of North 28 degrees 37 minutes 48 seconds East for a distance of 21.20 feet to the northwesterly line of said lot;

Thence along said northwesterly line, South 43 degrees 09 minutes 31 seconds West for a distance of 20.62 feet to The Point of Beginning.

having an area of 88 square feet



SCALE: 1" = 20'

10/26/2010

N/F
WILLIAM L JR & CAROL D MITCHELL
LOT 23 BEECHWOOD
PB 30 PG 193-195
LL 156 7TH DISTRICT
FAYETTE COUNTY, GA.

EXHIBIT A
CITY OF PEACHTREE CITY
LENOX ROAD DRAINAGE IMPROVMENTS



INTEGRATED
Science & Engineering

800 COMMERCE DRIVE, SUITE 100
PEACHTREE CITY, GEORGIA 30269
(P) 770.461.4292 (F) 770.461.4801
ATLANTA/SAVANNAH

After recording, return to:

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

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 28 day of JAN in the year ~~2010~~ 2011, between Charles Thomas Goedtke, as party of the first part, hereinafter referred to as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain properties described consisting of approximately 183.7 square feet in area and 81.1 square feet in area as shown crosshatched on the plat of survey titled "Easement Exhibit for 306 Preston Chase Drainage Improvements", prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated August 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easements being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

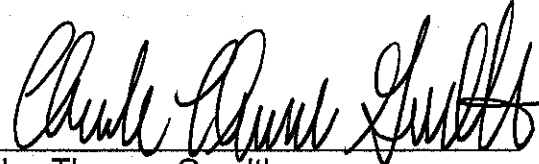
The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject properties. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER:

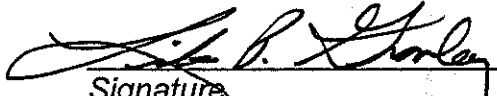

Charles Thomas Goedtke

Signed sealed and delivered,
In the presence of

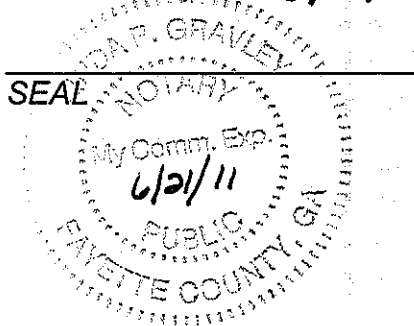

Witness

NOTARY:

Linda P. Grayley
Printed name


Signature

My Commission expires: 6/24/11



After recording, please return to:

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

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the 28 day of JAN 2010.

WITNESSETH that Charles Thomas Goedtko the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as 306 Preston Chase Drainage Improvements (hereinafter "the Project") and as set forth on the set of construction plans titled 306 Preston Chase Drainage Improvements, dated 8/17/09, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 131 of the 7th Land District, District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 2,718.7 square feet, more or less, as shown crosshatched on the plat of the property titled "306 Preston Chase Drainage Improvements", prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated August 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B being incorporated herein and made a part

EXHIBIT "B"

LOT 4 PERMANANT DRAINAGE EASEMENT #1

All that tract or parcel of land lying and being in Land Lot 158 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 4 Preston Chase Subdivision, Phase One, as per Plat recorded at Plat Book 23, Pages 138-141, and being more particularly described as follows:

COMMENCE at the northwest corner of said Lot 4; thence along the northerly line of said lot South 85 degrees 29 minutes 08 seconds East for a distance of 20.16 feet to THE POINT OF BEGINNING;

THENCE South 85 degrees 29 minutes 08 seconds East for a distance of 8.15 feet to a point;

THENCE leaving said lot line South 20 degrees 13 minutes 18 seconds West for a distance of 20.69 feet to a point;

THENCE North 02 degrees 45 minutes 40 seconds West for a distance of 20.08 feet to THE POINT OF BEGINNING;

Said tract containing 81.1 square feet, more or less, as shown on a plat titled Easement Exhibit for 306 Preston Chase Drainage Improvements prepared for The City of Peachtree City by Integrated Science and Engineering, Inc., dated August, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.

Collectively with

LOT 4 PERMANANT DRAINAGE EASEMENT #2

All that tract or parcel of land lying and being in Land Lot 158 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 4 Preston Chase Subdivision, Phase One, as per Plat recorded at Plat Book 23, Pages 138-141, and being more particularly described as follows:

COMMENCE at the northwest corner of said Lot 4; thence along the northerly line of said lot South 85 degrees 29 minutes 08 seconds East for a distance of 20.16 feet to a point;

THENCE leaving said northerly line South 02 degrees 45 minutes 40 seconds East for a distance of 76.76 feet to THE POINT OF BEGINNING;

THENCE South 43 degrees 30 minutes 22 seconds East for a distance of 9.98 feet to a point;

THENCE South 76 degrees 02 minutes 57 seconds East for a distance of 22.65 feet to a point;

THENCE South 13 degrees 57 minutes 03 seconds West for a distance of 3.51 feet to a point;

THENCE North 85 degrees 29 minutes 08 seconds West for a distance of 27.42 feet to a point;

THENCE North 02 degrees 45 minutes 40 seconds West for a distance of 13.97 feet to THE POINT OF BEGINNING;

Said tract containing 183.7 square feet, more or less, as shown on a plat titled Easement Exhibit for 306 Preston Chase Drainage Improvements prepared for The City of Peachtree City by Integrated Science and Engineering, Inc., dated August, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.

hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 28 day of JAN
2010, in the presence of:

2011

James A. Nichols

Witness

[Signature]
Notary Public

[Signature] (L.S.)

Charles Thomas Goedke

(L.S.)

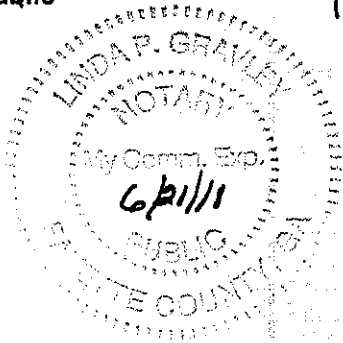


Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 158 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 4 Preston Chase Subdivision, Phase One, as per Plat recorded at Plat Book 23, Pages 138-141, and being more particularly described as follows:

COMMENCE at the northwest corner of said Lot 4; thence along the northerly lot line of said Lot 4 run South 85 degrees 29 minutes 08 seconds East a distance of 20.16 feet to a point and THE POINT OF BEGINNING; thence continuing along said lot line run South 85 degrees 29 minutes 08 seconds South a distance of 9.85 feet to a point; thence leaving said lot line run South 04 degrees 20 minutes 04 seconds East a distance of 32.82 feet to a point; thence run South 24 degrees 29 minutes 36 seconds East a distance of 24.50 feet to a point; thence run South 06 degrees 29 minutes 38 seconds West a distance of 17.58 feet to a point; thence run South 43 degrees 54 minutes 27 seconds East a distance of 19.17 feet to a point; thence run South 82 degrees 30 minutes 27 seconds East a distance of 56.39 feet to a point; thence run North 07 degrees 22 minutes 17 seconds East a distance of 21.46 feet to a point; thence run South 83 degrees 10 minutes 16 seconds East a distance of 22.34 feet to a point; thence run South 04 degrees 30 minutes 52 seconds West a distance of 23.44 feet to a point; thence run North 85 degrees 29 minutes 08 seconds West a distance of 89.45 feet to a point; thence run North 13 degrees 57 minutes 03 seconds East a distance of 3.51 feet to a point; thence run North 76 degrees 02 minutes 57 seconds West a distance of 22.65 feet to a point; thence run North 43 degrees 30 minutes 22 seconds West a distance of 9.98 feet to a point; thence run North 02 degrees 45 minutes 40 seconds West a distance of 56.66 feet to a point; thence run North 20 degrees 13 minutes 18 seconds East a distance of 20.69 feet to a point and the POINT OF BEGINNING.

Said tract or parcel consists of 2,718.7 square feet, more or less, and is more particularly shown as a "2,718.7 SF Temporary Construction Easement" on a plat of survey titled "Easement Exhibit for 306 Preston Chase Drainage Improvements," dated August, 2009, for the City of Peachtree City, prepared by Integrated Science & Engineering, a copy of which is attached to this Temporary Construction Easement as Exhibit "A" and which is incorporated herein by express reference.

N/F
PEACHTREE HOUSING LTD

2,718.7 SF TEMPORARY
CONSTRUCTION EASEMENT

CHASE COURT
50' R/W

44
N/F
SCHULTZ

N/F
AMIL

SCALE: NTS

LOT 4
EXHIBIT A



INTEGRATED
Science &
Engineering

ATLANTA • DAYTON

310 NORTH LAS STRAIT, FAYETTEVILLE, GEORGIA
907.770.401.4395 907.770.401.4001

EASEMENT EXHIBIT
FOR
306 PRESTON CHASE
DRAINAGE IMPROVEMENTS



IF YOU ENCOUNTER
CALL US FIRST
BEFORE YOU
PROCEED WITH
YOUR WORK

NO.	REVISIONS	DATE

PROJECT NUMBER
01098.87
DRAWN BY
HRM
CHECKED BY
RG
DATE
AUGUST 2009

N/F
PEACHTREE HOUSING LTD

183.7 SF PERMANENT
DRAINAGE EASEMENT (#2)

81.1 SF PERMANENT
DRAINAGE EASEMENT (#1)

N/F
GOEDTKE

PRESTON CHASE
50' R/W

CHASE COURT
50' R/W

44
N/F
SCHULTZ

N/F
AMIL



INTEGRATED
Science &
Engineering

ATLANTA - SAVANNAH

315 NORTH SAN STREET, SUITE 100, ATLANTA, GEORGIA
404.525.1100, 404.525.1101

EASEMENT EXHIBIT
FOR
306 PRESTON CHASE
DRAINAGE IMPROVEMENTS



ALL MEASUREMENTS
CALL TO FIELD
FOR VERIFICATION
AND CORRECTION
OF ANY DISCREPANCIES
10% TOLERANCE

NO	REVISIONS	DATE

SCALE: NTS

LOT 4
EXHIBIT A

PROJECT NUMBER
01098.87

DRAWN BY
MRM

CHECKED BY
RG

DATE
AUGUST 2009

Return to:
Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, Georgia 30263

Re: Security Deed recorded in Deed Book 3097,
Page 546, Fayette County records

QUIT CLAIM DEED OF RELEASE

GEORGIA, FAYETTE COUNTY

THIS INDENTURE, made this 16 day of March, 2010, between BRANCH BANKING AND TRUST COMPANY, party of the first Part (hereinafter "Grantor"), and the CITY OF PEACHTREE CITY, GEORGIA, hereinafter referred to as the "CITY."

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), cash, in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the CITY, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the easements, both permanent and temporary, granted to the City of Peachtree City on that certain parcel of land described as follows:

"SEE DECSRIPTION ATTACHED HERETO AS EXHIBIT 'A'"

The purpose of this deed is to release permanent easement granted to the City of Peachtree City on the above described property, and to release the temporary construction easement granted to the City for the duration of said temporary construction easement, from operation, lien and effect of the following: that certain Security Deed dated August 25, 2006, from Charles Thomas Goedtko to Grantor and Mortgage Electronic Registration Systems, Inc., as recorded in Deed Book 3097, Page 546, in the Office of the Clerk of the Superior Court of Fayette County, Georgia.

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD, the said described premises unto the said CITY and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the part of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

#6613134830

306 Preston Chase Peachtree City Ga

EXHIBIT B

LOT 4 PERMANANT DRAINAGE EASEMENT #1

All that tract or parcel of land lying and being in Land Lot 158 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 4 Preston Chase Subdivision, Phase One, as per Plat recorded at Plat Book 23, Pages 138-141, and being more particularly described as follows:

COMMENCE at the northwest corner of said Lot 4; thence along the northerly line of said lot South 85 degrees 29 minutes 08 seconds East for a distance of 20.16 feet to THE POINT OF BEGINNING;

THENCE South 85 degrees 29 minutes 08 seconds East for a distance of 8.15 feet to a point;

THENCE leaving said lot line South 20 degrees 13 minutes 18 seconds West for a distance of 20.69 feet to a point;

THENCE North 02 degrees 45 minutes 40 seconds West for a distance of 20.08 feet to THE POINT OF BEGINNING;

Said tract containing 81.1 square feet, more or less, as shown on a plat titled Easement Exhibit for 306 Preston Chase Drainage Improvements prepared for The City of Peachtree City by Integrated Science and Engineering, Inc., dated August, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.

Collectively with

LOT 4 PERMANANT DRAINAGE EASEMENT #2

All that tract or parcel of land lying and being in Land Lot 158 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 4 Preston Chase Subdivision, Phase One, as per Plat recorded at Plat Book 23, Pages 138-141, and being more particularly described as follows:

COMMENCE at the northwest corner of said Lot 4; thence along the northerly line of said lot South 85 degrees 29 minutes 08 seconds East for a distance of 20.16 feet to a point;

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THENCE South 13 degrees 57 minutes 03 seconds West for a distance of 3.51 feet to a point;

THENCE North 85 degrees 29 minutes 08 seconds West for a distance of 27.42 feet to a point;

THENCE North 02 degrees 45 minutes 40 seconds West for a distance of 13.97 feet to THE POINT OF BEGINNING;

Said tract containing 183.7 square feet, more or less, as shown on a plat titled Easement Exhibit for 306 Preston Chase Drainage Improvements prepared for The City of Peachtree City by Integrated Science and Engineering, Inc., dated August, 2009, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by express reference.

LOT 4 TEMPORARY CONSTRUCTION EASEMENT

All that tract or parcel of land lying and being in Land Lot 158 of the 7th Land District of Fayette County, Georgia, being a portion of Lot 4 Preston Chase Subdivision, Phase One, as per Plat recorded at Plat Book 23, Pages 138-141, and being more particularly described as follows:

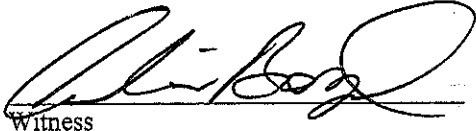
COMMENCE at the northwest corner of said Lot 4; thence along the northerly lot line of said Lot 4 run South 85 degrees 29 minutes 08 seconds East a distance of 20.16 feet to a point and THE POINT OF BEGINNING; thence continuing along said lot line run South 85 degrees 29 minutes 08 seconds South a distance of 9.85 feet to a point; thence leaving said lot line run South 04 degrees 20 minutes 04 seconds East a distance of 32.82 feet to a point; thence run South 24 degrees 29 minutes 36 seconds East a distance of 24.50 feet to a point; thence run South 06 degrees 29 minutes 38 seconds West a distance of 17.58 feet to a point; thence run South 43 degrees 54 minutes 27 seconds East a distance of 19.17 feet to a point; thence run South 82 degrees 30 minutes 27 seconds East a distance of 56.39 feet to a point; thence run North 07 degrees 22 minutes 17 seconds East a distance of 21.46 feet to a point; thence run South 83 degrees 10 minutes 16 seconds East a distance of 22.34 feet to a point; thence run South 04 degrees 30 minutes 52 seconds West a distance of 23.44 feet to a point; thence run North 85 degrees 29 minutes 08 seconds West a distance of 89.45 feet to a point; thence run North 13 degrees 57 minutes 03 seconds East a distance of 3.51 feet to a point; thence run North 76 degrees 02 minutes 57 seconds West a distance of 22.65 feet to a point; thence run North 43 degrees 30 minutes 22 seconds West a distance of 9.98 feet to a point; thence run North 02 degrees 45 minutes 40 seconds West a distance of 56.66 feet to a point; thence run North 20 degrees 13 minutes 18 seconds East a distance of 20.69 feet to a point and the POINT OF BEGINNING.

Said tract or parcel consists of 2,718.7 square feet, more or less, and is more particularly shown as a "2,718.7 SF Temporary Construction Easement" on a plat of survey titled "Easement Exhibit for 306 Preston Chase Drainage Improvements," dated August, 2009, for the City of Peachtree City, prepared by Integrated Science & Engineering, a copy of which is attached to this Temporary Construction Easement as Exhibit "A" and which is incorporated herein by express reference.

IN WITNESSETH WHEREOF, the part of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered

This 6th day of May
2010, in the presence of:


Witness

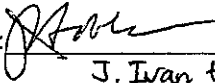
Vickie Childs

Notary Public

(SEAL)

Commission expires: 6/26/17

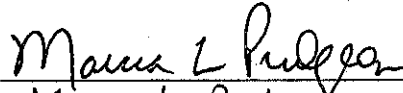
BRANCH BANKING AND TRUST COMPANY

BY: 

J. Ivan Hobbs, Jr.



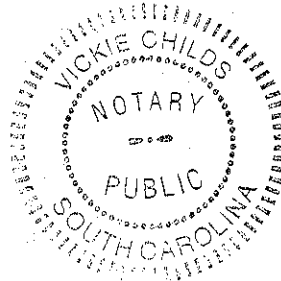
Attest:



Marcia L. Pridgen

(L.S.)

Title AP



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Community Development Director *David*
Financial Services Director P.S.
City Engineer *David A. Brinkley*

FROM: Civil Engineer *Kenneth Collier*

DATE: March 24, 2011

SUBJECT: Wynnmeade Parkway Culvert Design – Right-of-Entry Agreement for Wal-Mart
April 7, 2011 City Council Meeting

Recommendation:

That City Council authorizes the Mayor to sign the attached Right of Entry Agreement with Wal-Mart in order to survey their detention pond.

Discussion:

Integrated Science & Engineering Inc. (ISE) has been working with the city staff to develop rehabilitation plans for two culvert systems located under Wynnmeade Parkway (Figure 2). As part of the scope of work, ISE will develop a hydrologic and hydraulic analysis of the existing drainage system to determine the Level of Service provided by the existing drainage pipes. In order to complete this task, a survey must be prepared of the detention ponds on the Wal-Mart property. This survey is necessary to measure pond elevations and volumes to enter into the hydrologic model.

Wal-Mart and staff have worked out the details of the Right-of-Entry agreement and it is attached. Staff and the City Attorney have reviewed the document and concur as to form. This document grants a Right-of-Entry permit which allows for the surveying of the ponds on the property (Figure 1). The permit took effect on March 11, 2011 and expires on April 11, 2011.

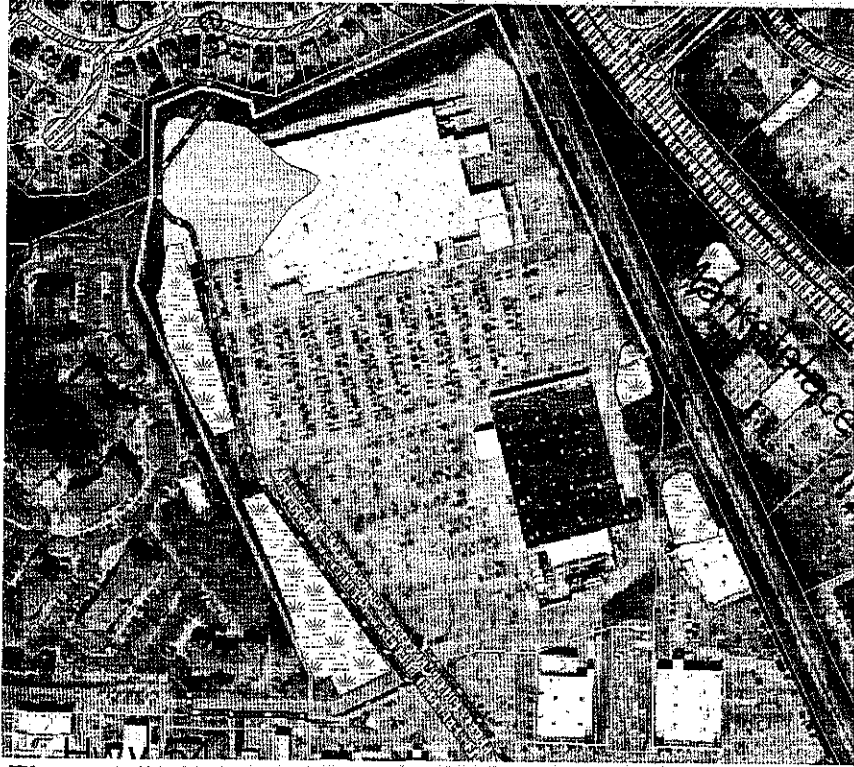


Figure 1. Wal-Mart Property Delineation

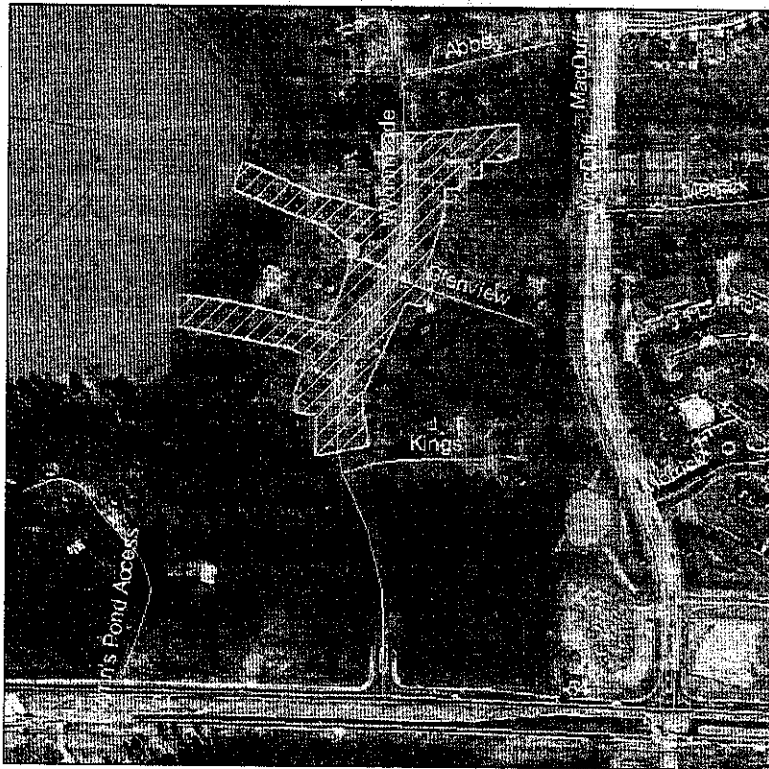


Figure 2. ISE survey area delineation

Budget Impact:

This project is budgeted in the FY11 Engineering budget

Attachment

cc: City Engineer's File

RIGHT-OF-ENTRY PERMIT AGREEMENT

The undersigned, Wal-Mart Real Estate Business Trust, a Delaware Statutory trust, (hereinafter, "Grantor"), located at 702 S. W. 8th Street, Bentonville, Arkansas 72716, with notices sent to Wal-Mart Real Estate Business Trust, attn: Realty Management Dept. #44-9384 at 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550 does hereby grant permission to The City of Peachtree City located at 153 Willowbend Road, Peachtree City, GA 30269 (hereinafter, "Permittee") and/or its employees, agents, affiliates, consultants, contractors or subcontractors, onto the property located at Wal-Mart Store #3641 in Peachtree City, GA (hereinafter, "Property").

WHEREAS, Grantor is the owner of that certain real property commonly referred to as Wal-Mart Store #3641, as more particularly described in Exhibit "A" attached and incorporated herein ("the Property").

WHEREAS, Permittee desires to obtain Grantor's permission to enter onto the Property on a temporary basis to perform the action(s) listed below.

NOW THEREFORE, the parties do hereby agree as follows:

1. The Property surface will be returned to the same, or better, condition it was in immediately prior to entry at the sole cost and expense of the Permittee. If Permittee fails to restore the Property within ten (10) business days after the date of expiration or termination, Grantor may proceed with restoration and bill Permittee for actual expenses associated with such restoration.
2. Permittee shall give the Grantor's store manager at this location 24 hours notice prior to entering the Property. Work shall be conducted during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday only. Work shall be prohibited through the periods of October through December.
3. Permittee's work will consist of site observation for downstream analysis of Grantor's storm water ponds (1-3) located on Grantor's Property as shown on the diagram attached hereto as Exhibit "A".
4. Permittee, at its own expense, shall comply with all applicable laws, regulations, rules, ordinances, plans, policies and orders and shall obtain any and all permits which may be required with respect to its use of and its activities to be conducted on the Property pursuant to this agreement.
5. This permit shall take effect on the date of execution of the agreement and shall terminate thirty (30) days from the date of execution. Notwithstanding anything herein to the contrary, this agreement may be terminated by either party upon one (1) day prior written notice. In cases of emergency or breach of the terms of this agreement, the permit may be terminated immediately by either party.
6. To the extent permitted by Georgia law, Permittee agrees to indemnify, protect, defend and hold harmless Wal-Mart and its affiliates and its and their respective directors, stockholders, members, managers, officers, employees, agents,

consultants, representatives, successors, transferees and assigns (collectively, the "Wal-Mart Indemnified Parties") from and against any and all liabilities, liens, losses, rights, demands, damages, expenses, causes of action, suits, fees, claims, fines, penalties, judgments, awards, injuries, sanctions, deficiencies, settlement payments, liabilities, remediation expenses, corrective action costs, and other costs (including, but not limited to, attorneys fees and costs of investigations and litigation) arising from, relating to or associated with any actual or alleged injury or damage to any person or property occurring on or in the Premises caused by the actions or omissions of Permittee, its agents or servants or anyone under its direction or control and, notwithstanding any provisions of this Lease to the contrary, this indemnity shall survive any termination or expiration of this Lease.

7. Permittee shall not permit any mechanics, environmental, or other liens to be filed against the Property for any reason, including, but not limited to, labor or materials furnished to the Property at Permittee's instance or request. If any such lien is filed against the Property, Permittee shall cause the same to be discharged of record, by immediate payment of the claim or by posting an appropriate bond. Permittee shall indemnify, hold harmless and defend Grantor and the Property from and against any such lien.

8. While this Permit is in effect, Permittee shall, at its expense, maintain insurance written through an insurance company licensed to do business in the State of Georgia and require each contractor of Permittee's performing all or a portion of the work contemplated under this Permit to maintain and furnish evidence of insurance written through an insurance company licensed to do business in State of Georgia meeting the requirements stated below in form reasonably satisfactory to Grantor, for each of the following types of insurance:

A. Commercial general liability insurance on an occurrence basis, with limits of \$1,000,000 or more combined single limits per occurrence, and in the aggregate per location, which provides for the following:

- (i.) Such insurance is primary, without right of contribution from other insurance which may be in effect.
- (ii.) Such insurance shall not be invalidated by the acts or omissions of other insureds.
- (iii.) Such insurance shall not be modifiable or cancelable without 30 days prior written notice to Grantor (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least 10 days notice has been given to Grantor). This provision is hereinafter referred to as "Notice of Modification or Cancellation."
- (iv.) Grantor shall be named as an additional insured.
- (v.) Blanket contractual liability.
- (vi.) Premises, products/completed operations, broad form property damage and personal injury endorsements.

B. Automobile liability insurance, each with limits of \$1,000,000 or more combined single limits per occurrence covering owned, non-owned, and hired vehicles, which provides for the following:

- (i.) Such insurance is primary, without right of contribution from other insurance which may be in effect.
- (ii.) Such insurance shall not be invalidated by the acts or omissions of other insureds.
- (iii.) Notice of Modification or Cancellation.
- (iv.) Severability of interest clause.

C. Workers' compensation insurance which shall cover all persons employed by Permittees in the conduct of its operations on the Property; and Employer's Liability Insurance with limit of \$500,000.00 endorsed to provide for Notice of Modification or Cancellation.

D. Any umbrella or excess liability insurance that will provide that if the underlying aggregate is exhausted, the excess coverage will be in following form and will drop down as primary insurance.

E. A properly completed certificate of insurance approved by Wal-Mart and executed by an authorized representative of the insurer or insurers, or a certified copy of the policy or policies, will be satisfactory evidence of such insurance

9. Notification Disclosure and Reporting.

A. Copies. Permittee agrees to provide Grantor with copies as soon as reasonably possible (not to exceed three (3) business days) after receipt of each study, report, permit, releases (if obtained) from subcontractors upon the subcontractors' completion of work, data or other written information which Permittee may prepare, receive, or cause to be prepared. Copies of any reports, data, or other documents submitted to the Governmental Agencies shall be submitted simultaneously to Wal-Mart.

B. Notice. Notices in writing to Grantor shall be addressed to:
Realty Manager
Wal-Mart Realty Management
2001 S. E. 10th Street,
Bentonville, Arkansas 72716-0550.

10. Payment. Any receivable due Wal-Mart under the terms of this agreement should be sent to either of the following addresses:

(Regular Mail)
Wal-Mart Stores, Inc.
P.O. Box 500620
St. Louis, MO 63150-0620

OR

(Overnight Mail)
Wal-Mart Stores, Inc.
800 Market St., 4th Floor
Lockbox # 500620
St. Louis, MO 63101

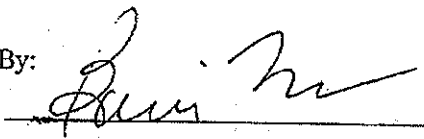
11. No Waiver. It is expressly agreed and understood that this permissive occupancy shall not constitute a waiver of any of the legal rights afforded under the laws of eminent domain of the City of Peachtree City, GA including the right to payment of just compensation.
12. Not Real Property Interest. It is expressly understood that this agreement does not grant or convey any permanent interest in the Property to and is not exclusive to the Permittee.
13. Attorneys' Fees. In the event of a dispute between the parties with respect to this agreement, the prevailing party shall be entitled to collect its reasonable attorneys' fees from the other.
14. Continuing Liability. Expiration or termination of this agreement shall not release Permittee from any liability or obligation hereunder.
15. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
16. Entire Agreement. This agreement contains the entire understanding and agreement among the parties with respect to the activities contained in this agreement. This instrument may be modified only by a writing signed by both Permittee and Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
11 day of March, 20 11.

(Signature Page Follows)

WAL-MART REAL ESTATE BUSINESS TRUST

By:



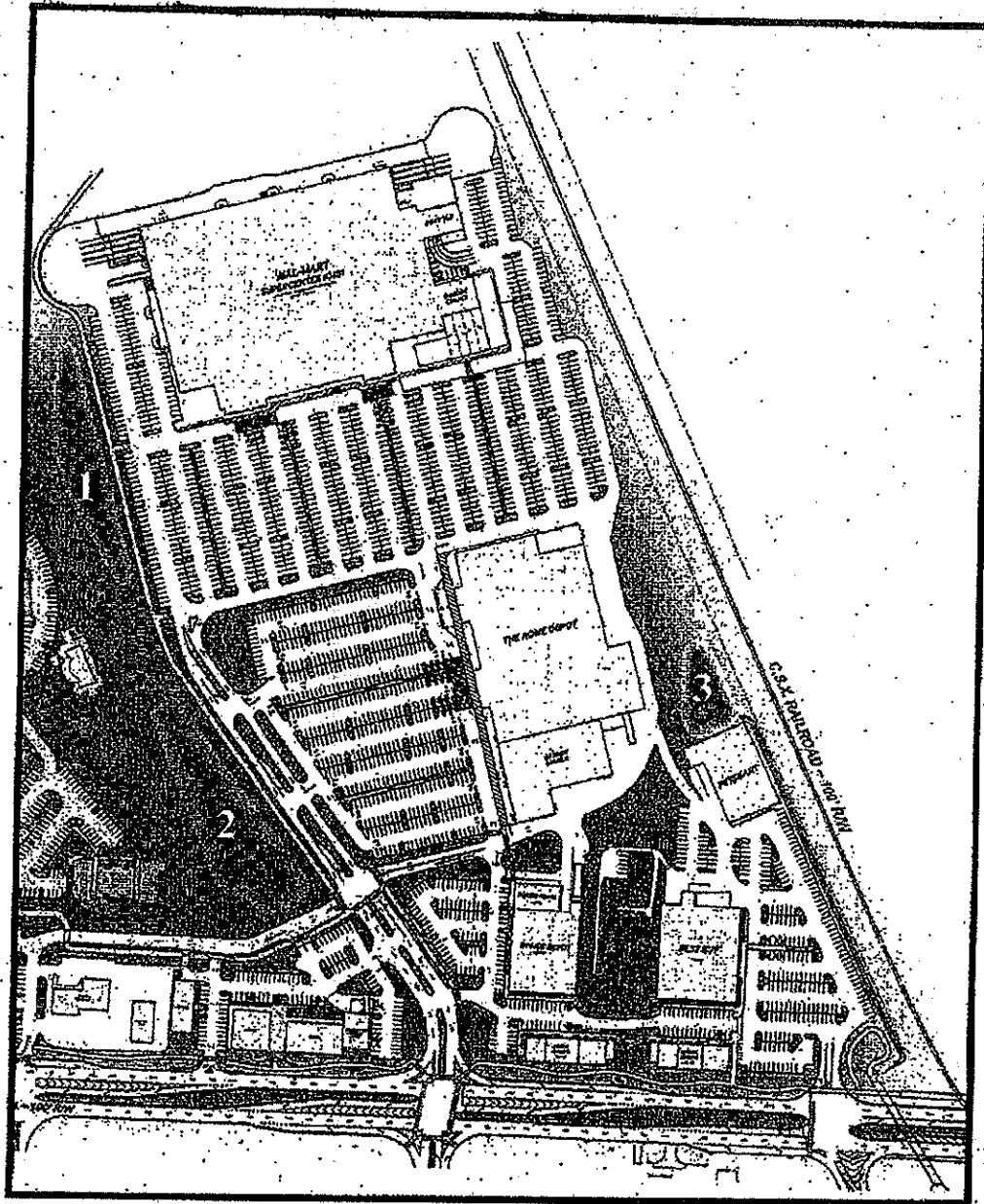
Barri Tulgetske
Sr. Business Unit Manager

The City of Peachtree City

By:

Dan Haddix
Mayor

EXHIBIT "A"





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic General Underwriters, Inc 101 Devant Street Suite 503 P O Box 143208 Fayetteville GA 30214		CONTACT NAME: John Young or Jackie Milam PHONE (A/C No. Ext.): (770) 692-2629 E-MAIL ADDRESS: jackie@atlgen.net PRODUCER CUSTOMER ID #: 00000048	
INSURED Integrated Science & Engineering Inc. 800 Commerce Dr. Suite 100 Peachtree City GA 30269		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance Company INSURER B: Lloyd's INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL113100321

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	20 SBA US5922	3/2/2011	3/2/2012	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.		
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC							
	A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	20 UECI19483	3/2/2011	3/2/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		A	☒ UMBRELLA LIAB ☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE	X	20 SBA US5922	3/2/2011	3/2/2012
DEDUCTIBLE								
RETENTION \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	20WECRT8544	3/2/2011	3/2/2012	WC STATUTORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$2,000,000.Limit of Liability \$100,000.Ded. \$2,000,000.Aggregate		
B	Professional Liability		ANE1008265-10	9/27/2010	9/27/2011			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Walmart Is Shown As Additional Insured ATIMA

CERTIFICATE HOLDER**CANCELLATION**

Walmart
2001 SE 10th Street
Bentonville, AR 72716-5525

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Community Development Director *David*

DATE: March 22, 2011

SUBJECT: Proposed amendments to Section 908.7 outside display standards establishing regulations for hand-held signs and/ or costumes.
April 7, 2011 City Council Meeting

Recommendation

That Council adopt the amendments to Section 908.7 of the city's outside display standards ordinance to establish guidelines regulating the use of hand-held signage and walking advertising.

Discussion

During the past several months, the city has seen an increase in the use of hand-held signs and/ or costumes along the city's major thoroughfares promoting local businesses within the area. Because this type of advertising is not regulated by our sign ordinance, City Council requested that staff research this type of advertising as well as coordinate with the City Attorney and Planning Commission to determine how best to regulate and/ or enforce this type of advertising.

At the October 25, 2010 Planning Commission meeting, Staff presented two versions of a proposed ordinance related to this type of advertising, the purpose of which would be to limit the use of walking advertising along the city's thoroughfares, sidewalks and other public places. One version of the ordinance would ban the use of hand-held signs and/ or costumes entirely and the other would establish guidelines for this type of advertising and would be similar to our Special Events Permit ordinance. Staff was proposing to adopt the proposed ordinance as an amendment to the existing Outside Display Ordinance.

The minutes from this meeting (Attachment "A") indicate the Planning Commission favored regulating walking advertising through the use of a temporary special use permit as opposed to an outright ban. Staff also reviewed the proposed ordinance with the city's Economic Development Coordinator and revised the ordinance in accordance with his comments.

Proposed Amendments to Section 908.7

March 22, 2011

Page 2

Staff presented the amended ordinance to the Planning Commission at their meeting on March 14, at which time they voted to forward the ordinance to City Council with a recommendation that it be approved. The proposed ordinance (Attachment "B") includes changes recommended by the Planning Commission as a part of their motion.

City Staff and the Planning Commission are recommending that the use of hand-held signage and walking advertising be regulated through the use of a temporary special events permit. Highlights of the proposed ordinance include:

- A temporary special events permit must be obtained from the City Planner.
- Written approval from the property owner where the sign will be displayed must be provided.
- Fees would be established within the Schedule of Fees.
- All signage shall not exceed six (6) square feet in size.
- Persons holding signs cannot be located within city or state-owned rights-of-way and must be no less than twenty-five (25) feet behind the back of curb or edge of pavement.
- Permits shall be issued for no more than five (5) consecutive days. A minimum of thirty (30) days is required between issuance of permits.
- Only one (1) permit per property/ business shall be permitted at any one time.
- No more than four (4) permits shall be issued each calendar year for individual tenants and/ or businesses.
- Regulations would apply to non-profit and civic clubs.

Should Council determine to ban the use of hand-held signage and walking advertising entirely, Staff has provided an ordinance with this regulation (Attachment "C").

Attachments

EXCERPT FROM APPROVED MEETING MINUTES
PLANNING COMMISSION
October 25, 2010

PH-10-12

Consider Amendments to Outdoor Display Ordinance to establish regulations for the use of hand-held signs and/ or costumes.

Mr. Rast reviewed the background of this ordinance which had previously been brought to the Planning Commission. The intent was to address the issue of hand-held signs and the use of costumes for advertising. City Council had asked Staff to take a look at this and bring something to them. He had spent a lot of time working with the City Attorney. He noted there did not seem to be as much walking signage as there had been in late spring and early summer. However, there were a number of businesses around the city who were utilizing people to hold signs, sign spinners, costumes, etc., to generate exposure for that business.

Mr. Rast went on to explain that City Staff had received complaints from citizens who wondered if something could be done to stop this type of activity. The Police Department was concerned that some of the people doing this were too close to the road. They were concerned about their safety as well as the impact of people taking their eyes off the road to look at the people while driving by.

Since that time, Staff had been looking at some different regulations to address this and some interim policies had been enforced by Code Enforcement and the Police Department:

- The person holding the sign and the person in costume had to be on private property and not on city right-of-way.
- They must obtain permission from the property owner.

This would not totally preclude them from being in front of the business advertising.

Mr. Rast presented two versions of the proposed ordinance for the Commissioners to consider:

- One was a total ban on the use of hand-held signs, costumes, and walking advertising.
- The other would allow them on a limited basis with time frames established as to when they could be on the property. Approval would be similar to what was currently allowed for special use permits. Other restrictions could still be enforced and would allow hand-held signage but not every day.
 - Permits would be required to hold the signs or be in costume and would require the property owner's approval. Some businesses were employing people to hold signs on property that was a mile away from where the business was located. The ordinance would require they be on the property of the business being advertised.
 - There would be a fee that would have to be paid.
 - Signage would be restricted to six square feet.
 - They could not stand in a city, county, or state-owned right-of-way, easement or city-owned greenbelt.

**Excerpt of Approved Minutes
Planning Commission Meeting
October 25, 2010
Page 2**

- Permits would allow signage for no longer than seven consecutive days, up to four times a year, and there would have to be a 30-day window between each permit that was issued.
- This ordinance would also apply to non-profit organizations, i.e., weekend bake sales and car washes, etc., primarily because the Police Department and City Staff had expressed concerns about students who were not acting in a safe manner, i.e., standing in the middle of Highway 74, standing on the curb, etc. The ordinance would allow Code Enforcement or the Police Department to stop and remind them where they could and could not stand.

Mr. Staples did not see a fine for non-compliance in the ordinance. Mr. Rast said it would be referenced in the fine schedule. In cases where the ordinance was violated, the first step would be a notice of violation and, if repeated, they would be issued a citation.

Mr. Staples stated that a significant amount of time had been spent on this issue, and the general consensus was not for an outright ban but for some type of compromise. He thought Mr. Rast's proposal was pretty reflective of what was discussed previously.

No one else spoke in favor of the proposal, and no one was opposed to it.

The Commissioners' comments were as follows:

Ms. Wojcik:

- Was pretty happy with the proposal.
- Wondered whether the Commissioners would be in favor of offering an avenue where business owners would be allowed to advertise on someone else's property. She remembered that this had been an issue when this item was discussed last year.
- Was leaning toward a total ban but wondered if instead of four permits per year, it should be limited to two per business.
- Would like to see the time period reduced from seven days. She preferred twice in a calendar year with no more than person.

Mr. Batiste:

- Asked how "property owner" was defined. Was it the owner of the development or the business who was leasing? Mr. Rast said it would be the owner of the property, not the tenant.
- Was worried how this would affect the weekend fund raiser car washes.
- His greatest and only concern was for the kids doing car washes and small fundraisers.

**Excerpt of Approved Minutes
Planning Commission Meeting
October 25, 2010
Page 3**

Mr. Conner:

- Was in favor of a total ban. He did not think this was something that belonged in Peachtree City regardless of how much it was limited.
- One of the biggest things the Planning Commission should do was protect the Sign ordinance.
- Wondered if the ordinance should only apply to non-profit car washes.
- Loved the Americana of the weekend car washes and other non-profits, but to him walking advertising was a whole different ballpark.
- Thought two permits were two too many.

Mr. Staples:

- Did not like Ms. Wojcik's suggestion because of the potential for too many side deals.
- Thought the City should make it easy to enforce the ordinance and suggested there be a space on the sign for the certification that allowed the person to be on that property.
- Thought property owners should be allowed to stand on their own property to solicit business.

Mr. Frazar:

- Did not think non-profit organizations should be required to pay a fee because the law already required that the money that was raised be turned back into the community.
- Thought the ordinance should be tried and if there were problems, it could be brought back to the drawing board.
- The Commission's concerns were safety and the aesthetics of the city without destroying the business environment for fundraisers and small businesses.

Mr. Rast stated that the issue of collecting donations on a public road was addressed in the Solicitors and Peddlers ordinance.

There were no business owners in the audience to voice their opinions on this ordinance.

Ms. Giles did not come to the microphone to make her comments so they were inaudible. In response, Mr. Staples stated that the issue she mentioned was not contemplated and was not mentioned in the proposed ordinance. He was certain it would be in the next version.

**Excerpt of Approved Minutes
Planning Commission Meeting
October 25, 2010
Page 4**

After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Conner, and unanimously adopted to continue PH-10-12 to give Staff time to work on the verbiage and consult with the City Attorney.

The Chairman closed the public hearings at 8:33 p.m.

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
March 14, 2011**

PUBLIC HEARING

**PH-11-01 Consider Proposed Amendments to Article IX, Section 908.7,
Outside display standards of the Zoning Ordinance, regulating
the use of hand-held signage and walking advertising.**

Mr. Rast provided an overview of this proposal which item was originally discussed in a workshop format at the Planning Commission meeting of August 9, 2010. At the November 29, 2010, Planning Commission meeting, Staff presented two versions of a proposed ordinance related to hand-held signs and/or costumes within the city. The purpose of this ordinance amendment would be to limit the use of walking advertising along the city's thoroughfares, sidewalks, and other public places.

The proposed ordinance would be adopted as an amendment to the existing Outside Display Ordinance. One version of the ordinance would ban the use of hand-held signs and/or costumes entirely and the other would establish guidelines for this type of advertising and would be similar to our Special Events Permit ordinance. Based on the minutes from this meeting, it was evident the Planning Commission favored regulating walking advertising through the use of a temporary special use permit as opposed to an outright ban.

At the Planning Commission meeting of November 29, the public hearing to consider these amendments was continued until the newly hired Economic Development Coordinator was in place. This occurred in January.

Since that time, Staff had reviewed the proposed ordinance with the City Attorney and Mr. Joey Grisham, the city's new Economic Development Coordinator, and had revised the ordinance accordingly. The ordinance being presented was very similar to the ordinance presented at the October 25 Planning Commission meeting.

Staff's recommendation was that the Planning Commission forward the proposed amendment to the Outdoor Display Ordinance, which would regulate walking advertising through the use of a temporary special use permit, to City Council with a recommendation that it be approved. The definitions of hand-held signage and costumes had been identified within the ordinance.

Mr. Rast explained some of the items that were being proposed as a part of this ordinance:

1. An application would be issued to cover all of the signs for that particular permit.
2. The property owner's approval would be required to ensure they were aware and approved of the location.
3. A fee would be required.
4. There would be language regarding the size of the signage which would go back to the size restrictions in the sign ordinance (Chapter 66). The sign itself could not exceed six square feet and could not be thrown, tossed, spun, or maneuvered on the site.
5. The person permitted to display the sign could not stand within the city-, county-, or state-owned right-of-way, easement, or greenbelt. They would be limited to the property where the business being advertised was located.
6. The person holding the sign would be required to stand a certain distance from a street or driveway.
7. Time frame requirements would stipulate that the permit be issued for no more than seven consecutive days and that there be at least a 30-day window between events where the sign was permitted. Only four permits would be permitted each year.

Mr. Rast noted that these requirements would not apply to non-profit organizations.

Mr. Rast further stated that Ms. Mary Giles, who had attended the October 25 Planning Commission meeting, had sent an e-mail regarding some of the discussion items in October. Specifically, she mentioned the dialogue about limiting the number of people who could display signage on a property at one time, i.e., one sign per business. If the Planning Commission was comfortable with this provision, it could be part of the motion to be taken to City Council.

The Chairman opened the public hearing at 7:10 p.m.

Ms. Debbie Sanders, the owner of Curves and The Picnic Basket on Kelly Drive, explained that she had opened Curves seven years ago and The Picnic Basket in May of 2010. Her comments included the following:

- Because of her location, her businesses were very difficult to find.
- She had tried several different types of advertising but the most successful had been the live signs.
- The signs were professionally made.

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Planning Commission Meeting
March 14, 2011
Page 3

- Jamison, the young man who held her sign did not move around or dance with the sign. When the light changed, he made sure he was not distracting anyone.
- She had permission from the owners of the Hella property for him to stand on their property
- When he was not there, there was a difference of 25 to 30 customers who came in.
- She had struggled through January and February and was on the brink of closing.
- Making this decision to limit this to four times a year would extraordinarily hurt her business.
- There were only about four businesses that were using this tool. Most of them were close to their locations.
- Her situation was different in that this was the only way she could get people to know where she was located.
- She had not been able to put out a sign that told people where to turn for the Kelly Drive shops.
- Jamison had been working for her during her peak times since May. He was "a clean cut kid and a hard worker."
- Who was this hurting? She did not think it was not hurting anyone nor was it hurting aesthetics. The sign was not prominent or offensive.
- Her husband lost his job last July and she had been doing everything in her power to feed her 4 year old.
- Curves was struggling because there were so many work-out facilities in Peachtree City. When people had limited incomes, one of the first things to go was the work-out budget.
- She had to do things that were out of the ordinary to get people to stay in her club and come to her restaurant.
- Peachtree City was a unique, little town that needed businesses like her Picnic Basket that were "boutiquey," fresh, different, and not national restaurants.
- She begged the Commissioners not to pass this amendment to the ordinance and suggested the proposal be taken to a referendum so the citizens could vote on it.

Ms. Phyllis Aguayo, a resident of Stoneybrook, was truly sorry about the hardships Ms. Sanders was facing. Her concerns included the following:

- Ms. Sanders' situation was unfortunate but activities could not be restricted for one person without restricting them for everyone.

- For years, Peachtree City had ordinances to protect our aesthetics and safety.
- There was a sign ordinance for a reason. Walking signs were in many cases used to bypass the sign ordinance and use signs that normally would not be allowed.
- Walking signs were a distraction to drivers and in many cases some of the signs and costumes were aesthetically unpleasing and gave a bad impression.
- There had been many requests through the years to cut down trees so a business' sign was more visible.
- Peachtree City was a close community and good businesses thrived by word of mouth.
- Advertising also worked.
- She did not think one person standing outside with a sign would make all the difference in a business' success.
- She did think that one person standing outside with a sign because he was allowed to opened the door for all the other signs, costumes, and uses that had been seen around the town.
- Despite her feelings for Ms. Sanders, she did object to the City not having a strict ordinance and would like to see the Commission work on making sure the four times per year would be in good taste, limited, and could not be abused.
- She agreed with Ms. Sanders that Peachtree City was a unique town, and it was so unique because of the restrictive ordinances.

Ms. Mary Giles, a resident in Braelinn Village, said she had listened to this discussion since last summer. She felt even stronger now than she did then and wished the Planning Commission would pass a total ban on walking signs; she did not feel they fit our community.

Ms. Maria Knott, the regional buyer for Southeast Gold Buyers (We Buy Gold) on SR Highway 54 West, spoke in favor of the sign holders. They employed Mr. Frederick Wright, Jr., who was in the audience. Their sign holders drew 70 percent of their business, 30 percent was from direct mail advertising. Their purpose was to draw attention to the store and bring in business.

Ms. Knott explained that they had been in this area for two years, originally in a space near the Salad Express. They had voluntarily moved from their original location to allow Mattress Firm to occupy that space and to fill in empty gaps so people would not see empty office suites. However, they did not want people to think they had left which was

the reason they wanted a sign holder. They had not done anything unethical or unprofessional.

Ms. Knott further stated that she would hate to be the person to tell this man who had been working for them for two years that they would have to fire him. He had worked very hard and had a family of five children. She thought it would be very unethical and un-American to tell him he did not have a job because it was not a fit for this type of community. These were hardworking individuals who were taking steps to get a job and successfully doing it rather than collecting Unemployment or Welfare. There were not that many businesses who used this form of advertising but the ones that did used it professionally.

Jamison, the sign holder for The Picnic Basket, addressed the Commission and explained that he stood still and held the sign and did not walk up and down the street. He had the permission of the property owner and Code Enforcement had told him where he could and could not stand. He did not stand on any cart paths, in the right-of-way, or on a city- or state-owned easement or city-owned greenbelt. He had not had any complaints from citizens about where he was standing.

Sally from Southeast Gold Buyers worked with Ms. Knott. She pointed to the nail salon, Sprint, Athena's, and other businesses in their complex and noted how they shared customers. All of them benefitted from the customers who came in as a result of their sign holder. Without him, she was not sure any of them would get any new customers and in time this would affect the businesses who could continue to operate in this area. Seventy percent of their current customers were brought into the store by their sign holder; they could not survive on 30 percent. Even though their one-year lease had not yet expired, Sally noted that e-Clips had already closed after only being open four months.

The Chairman closed the public portion of the public hearing at 7:33 p.m.

At the Chairman's request, Mr. Rast explained the addition to the amendment Ms. Giles had mentioned in her e-mail. Essentially, one permit would be issued for one business and it would be limited to one sign holder.

Mr. Batiste:

- He was somewhat surprised at the number of people who had come out on this issue.

- When originally discussed, the majority of the Planning Commission was not in favor at all of having any type of sidewalk signage.
- This proposal was a compromise so as not to completely kill the walking signs.
- He wanted people to understand the Commission's original position was to ban walking signs completely, primarily due to concerns about public safety; this was a compromise to that.
- His heart went out to the two gentlemen who were sign holders, as well as to their families, but his position basically had not changed.
- Their efforts and what they wanted to achieve were far from un-American especially in light of the economic conditions in our country.
- He was also sorry that Ms. Sanders' businesses were located in an area that did not allow her to have the type of vehicular and foot traffic that would allow her businesses to thrive. Peachtree City needed all businesses.

Ms. Wojcik:

- She felt really bad that this particular type of advertising had helped these businesses.
- The whole issue of walking signs began with citizens complaining to City Hall. They would not complain to the business owners because they felt the place to stop it would be at the City.
- There had been accidents because people were reading the signs and did not notice the traffic light had changed.
- Drivers were distracted every day with cell phones, etc., but this was just one more thing. This was something the City could do something about.
- She originally was very much in favor of a ban. After listening to the business owners, she thought a compromise might be good.
- This particular compromise was more lenient than her inclination which was to have only two permits per year for three to four days in one week.
- Non-profits should be held to the same standard and not be an exclusion from the rules.
 - No more than four times per year.
 - Stand 25' away.
 - They were the same distraction and were more of a danger to themselves.
- She wished she could tell them she was in favor of their signs.
- She truly understood the reasons The Picnic Basket was using this form of advertising and did not find their signs offensive.

- She thought there should be discussion about how the City could do something to make it easier for small businesses to advertise for no or little charge. There needed to be a vehicle that did not cost an arm and a leg to let people know your location.
- She would like to be even more restrictive than this proposal.

Mr. Staples noted that Mr. Grisham had a lot to tackle

Mr. Conner:

- This was an aesthetic issue and was bringing Riverdale much closer to Peachtree and he did not think that was what Peachtree City was about.

Mr. Conner asked whether this provision would be attached to the sign ordinance. Mr. Rast stated that it would be tied to the Outside Display ordinance because that ordinance dealt with storage of materials outside of buildings.

- He considered himself a layman when it came to this, a lowly city resident who drove by these things and saw them just like your average citizen. To him, it was a poor aesthetic choice for Peachtree City. We were Peachtree City and there were a few specific things that made Peachtree City, Peachtree City. Our Sign Ordinance was one of those. This might not be specifically under the Sign Ordinance but to him, it was basically the Sign Ordinance to the average citizen. If we were going to allow this, we could "whore out our Sign Ordinance" and start allowing neon signs, etc. He just did not think it was appropriate.
- He liked a lot of the language in the proposed ordinance but saw a few things he would want to change.
- He would like to see this apply only to non-profits and did not think it should be an option for the for-profit businesses.
- He preferred a total ban but he would like to see some kind of outlet for things such as high school car washes, Girl Scouts cookie sales, etc.
- This fell back to the core values and virtues of Peachtree City and would be a disservice to the 50 years Peachtree City had been here.

Mr. Destadio:

- The whole purpose of the signs was to draw attention but not to be a distraction.
- We needed to limit the things that would be distractions while driving.

Mr. Staples:

- He agreed with Mr. Batiste's comment about this having begun as a total ban even though he had been a proponent of doing something on a measured basis.
- This proposal was about as liberal as he would endorse.
- He noted that advertising worked, but he also felt advertising was like an arms race. Whatever gap there was would be filled.
- He felt horrible about the situation with Fred and Jamison who would be so personally affected. However, although a job might be displaced in one venue, with a more restrictive sign ordinance, more advertising dollars were invested in other venues. This ultimately created more jobs whether in print, radio, or telemarketing. That was the way things worked.
- One of the reasons he was in favor of limited usage was because he was a big believer in the initial marginal benefit and did not think it was beneficial to see the same thing every day. In terms of effectiveness, he did not think the business owners were giving up that much with this.
- He recommended that perhaps this language be adopted as proposed and that staff consider some subsequent language for the not-for-profits. He thought there would be substantial discussion relative to this proposal as well.

Mr. Conner agreed these were two separate issues but noted that he still would not support the commercial side of it.

Mr. Batiste pointed out that we could not show more favor for one side than another. He did not know the legal ramifications of that.

Mr. Staples pointed out that if this was an issue, it was an issue right now in the current language.

Mr. Batiste thought the City Attorney should look at the proposed ordinance to be sure the language was correct.

Ms. Wojcik noted that the ordinance as currently written applied to both commercial and not-for-profit. Mr. Batiste would prefer to have it the same for both. Ms. Wojcik added that she still would like to reduce the number of days and the number of times. Mr. Destadio felt the signs were just as distracting whether or not they were not-for-profit. Mr. Staples did not disagree with that. Ms. Wojcik thought they were worse because it was not as regulated. Mr. Conner felt the commercial walking signs would be the "tackier" ones.

Mr. Staples summarized the options:

1. Segregate the not-for-profit discussion.
2. Keep the language as Mr. Rast originally proposed without adding the not-for-profits, meaning it would apply to both.
3. Modify the ordinance for further restrictions.
4. Modify the ordinance for a complete elimination and ban.

Mr. Conner wondered about splitting this ordinance into two, even if they were worded the same, with the intent of having the City Attorney look at it from a legal standpoint. City Council could then keep them separate or combine them and then either vote to approve or deny.

Ms. Wojcik did not want to separate the ordinances. She thought both the profits and not-for-profits should be under the same rules. If anything, she would suggest having higher restrictions for the not-for-profits under age 18.

Regardless of how the Commission ended up voting, Mr. Staples thought the City Attorney should look at this ordinance.

Mr. Rast thought the wording in the ordinance applied to both profits and non-profits and was as the City Attorney had recommended. He would verify this.

In response to a question from Mr. Conner, Ms. Wojcik said she really did not want to see this type of signage in Peachtree City at all. Mr. Staples thought businesses should have the limited right on a measured basis to do this. Mr. Conner felt the businesses already had so many opportunities to advertise and to choose where to locate their businesses. He did not want to see this signage on our street corners.

Mr. Staples respectfully disagreed and noted that this proposal was as liberal as he wanted to see it. He agreed with Mr. Batiste that the same rules should apply to the not-

for-profits and felt Ms. Giles' language about one permit, one sign, one person should also be included.

After discussion, a motion was made by Ms. Wojcik and seconded by Mr. Batiste that the proposed amendments to Article IX, Section 908.7, Outside display standards of the Zoning Ordinance, regulating the use of hand-held signage and walking advertising, as modified below, be forwarded to City Council with a recommendation for approval:

(1) Change the number of consecutive days to five (5):

- Timeframe. Each permit for hand-held signage and/ or costumes shall be issued for no more than five (5) consecutive days. There shall be no less than thirty (30) consecutive days between the issuance of a subsequent permit for the use of hand-held signage and/ or costumes for the same tenant and/ or business.

and

(2) Limit the number of people in an area to one:

- No more than one hand-held sign and/ or costume shall be permitted as a part of each temporary special events permit. There shall be no more than one hand-held sign and/ or costume used to advertise a business or retail center at any one time.

Mr. Batiste asked Mr. Grisham if he could speak with the owner of The Picnic Basket. He wondered if it would be possible to develop some type of signage plan for people in the Kelly Drive area and offered his help with any signage design, if needed. Ms. Wojcik suggested Huddleston Road also be included. Mr. Staples asked Mr. Grisham to make himself available after the meeting for anyone who might have questions.

This item would be considered at the April 7 City Council meeting.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO ESTABLISH REGULATIONS FOR HAND-HELD SIGNAGE AND WALKING ADVERTISING; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City has determined that to serve the needs of the community, certain revisions to the City Code of Ordinances are needed; and

WHEREAS, the Charter of the City of Peachtree City grants the City Council the power to define, regulate and prohibit any act, practice, conduct or use of property which is detrimental, or likely to be detrimental, to the health, morals, safety, security, peace, convenience or general welfare of inhabitants of the City; and

WHEREAS, based on the recommendations of City staff, the Mayor and City Council find that there are adverse primary effects of advertising and solicitation on or adjacent to sidewalks and other public ways upon the safety of pedestrians and occupants of motor vehicles; and

WHEREAS, the Mayor and City Council find that such adverse secondary effects of advertising and solicitation on or adjacent to sidewalks and other public ways also include a negative impact on the overall aesthetic environment of the city, taking into account the strict regulations imposed on signage within the City and the overall quality of the public rights-of-way maintained by the City; and

WHEREAS, it is the finding of the Mayor and City Council of the City that regulations must be adopted in order to establish guidelines for the use of advertising and solicitation on or adjacent to sidewalks and public streets to protect safety and security issues for pedestrians and occupants of motor vehicles and to maintain the aesthetic environment of the City; and

WHEREAS, the Mayor and City Council therefore find that it is in the best interest of the health, safety, welfare and morals of the community to establish regulations to minimize the adverse impact of advertising and solicitation on sidewalks and other public ways.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

Section 1. Article IX, Section 908.7, Outside display standards, of the Peachtree City Zoning Ordinance, as amended, be further amended to add subparagraph 908.7(h) as follows:

(h) Use of hand-held signage and/ or costumes.

(a) As used in this Section 908.7(h), the terms "hand-held signage" and "costume" shall be defined as follows:

- (1) *Hand-held signage* shall mean any poster, display or device that contains any wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity and is to be held or displayed by a person and not affixed, either permanently or temporarily, to the ground; provided, however, that the term "hand-held signage" shall not include articles of clothing worn by a person including, and limited to, a shirt, coat, hat, sweatshirt, vest, pants, shoes, or socks, and shall also not include any sign that is affixed to a motor vehicle.
- (2) *Costume* shall mean an outfit worn to create the appearance or characteristics of a particular period, person, place, or thing and which is worn by a person to advertise or call attention to a business, product, or service or commercial activity.

(b) In addition to signs otherwise permitted in this chapter, properties in commercial, office and industrial districts wishing to utilize hand-held signage and/ or costumes may do so only by obtaining a permit under the following conditions and requirements:

- (1) **Application.** Prior to display and/ or use of any hand-held signage and/ or costumes, an application for a temporary special events permit shall be filed with the city planner. One permit shall be issued to cover all signs and devices during the period of permit coverage. All signs and devices to be covered by the permit shall be specifically described as to their size, color and wording as well as location on the premises.
- (2) **Approval of property owner.** As a part of the application process, a letter must be provided from the owner of the property where the hand-held signage and/ or costumes will be utilized indicating they are aware that hand-held signage and/ or costumes will be utilized to advertise a business located on their property.

- (3) Fees. Fees shall be as adopted by City Council in the Schedule of Fees and kept on file in the City Clerk's office.
- (4) Size. The total size of all hand-held signage permitted under this section shall not exceed six (6) square feet. Hand-held signage shall not be thrown, tossed, spun, or otherwise maneuvered while being displayed.
- (5) Location. Individuals utilizing hand-held signage and/ or costumes shall not stand within a city, county or state-owned right-of-way, easement or greenbelt. The use of hand-held signage and/ or costumes shall be limited to the property where the business being advertised is located (no exceptions). Individuals utilizing hand-held signage and/ or costumes shall be located a minimum of twenty-five (25) feet from a street or driveway intersection as measured from the back of curb or the edge of pavement if no curb exists.
- (6) Timeframe. Each permit for hand-held signage and/ or costumes shall be issued for no more than five (5) consecutive days. There shall be no less than thirty (30) consecutive days between the issuance of a subsequent permit for the use of hand-held signage and/ or costumes for the same tenant and/ or business.
- (7) Number of permits. Each tenant and/ or business shall be permitted no more than four (4) permits each calendar year for the use of hand-held signage and/ or costumes. Should hand-held signage and/ or costumes be used for more than one (1) tenant and/ or business, a separate permit will be required for each tenant and/ or business being advertised.
- (8) No more than one (1) hand-held sign and/ or costume shall be permitted as a part of each temporary special events permit. There shall be no more than one (1) hand-held sign and/ or costume used to advertise a business or retail center at any one time.
- (9) Non-profit organizations. These regulations shall apply to civic, not-for-profit, and other organizations holding special events and/ or conducting events within the city.

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 _____ 2011.

Don Haddix, Mayor

Attest:

City Clerk

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO ESTABLISH REGULATIONS FOR HAND-HELD SIGNAGE AND WALKING ADVERTISING; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City has determined that to serve the needs of the community, certain revisions to the City Code of Ordinances are needed; and

WHEREAS, the Charter of the City of Peachtree City grants the City Council the power to define, regulate and prohibit any act, practice, conduct or use of property which is detrimental, or likely to be detrimental, to the health, morals, safety, security, peace, convenience or general welfare of inhabitants of the City; and

WHEREAS, based on the recommendations of City staff, the Mayor and City Council find that there are adverse primary effects of advertising and solicitation on or adjacent to sidewalks and other public ways upon the safety of pedestrians and occupants of motor vehicles; and

WHEREAS, the Mayor and City Council find that such adverse secondary effects of advertising and solicitation on or adjacent to sidewalks and other public ways also include a negative impact on the overall aesthetic environment of the city, taking into account the strict regulations imposed on signage within the City and the overall quality of the public rights-of-way maintained by the City; and

WHEREAS, it is the finding of the Mayor and City Council of the City that advertising and solicitation on or adjacent to sidewalks and public streets results in safety and security issues for pedestrians and occupants of motor vehicles and to maintain the aesthetic environment of the City; and

WHEREAS, the Mayor and City Council therefore find that it is in the best interest of the health, safety, welfare and morals of the community to prevent or reduce the adverse impact of advertising and solicitation on sidewalks and other public ways.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

Section 1. Article IX, Section 908.7, Outside display standards, of the Peachtree City Zoning Ordinance, as amended, be further amended to add subparagraph 908.7(h) as follows:

(h) Use of hand-held signs and/ or costumes.

(1) As used in this Section 908.7(h), the terms "hand-held sign" and "costume" shall be defined as follows:

(A) *Hand-held sign* shall mean any poster, display or device that contains any wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity, and is to be held or displayed by a person and not affixed, either permanently or temporarily, to the ground; provided, however, that the term "hand held sign" shall not include articles of clothing worn by a person including, and limited to, a shirt, coat, hat, sweatshirt, vest, pants, shoes, or socks, and shall also not include any sign that is affixed to a motor vehicle.

(B) *Costume* shall mean an outfit worn to create the appearance or characteristics of a particular period, person, place, or thing and which is worn by a person to advertise or call attention to a business, product, service or commercial activity.

(b) No person shall hold or otherwise display a hand held sign, as such term is defined in Section 908.7(h)(1)(A), which is visible from any portion of a public street or right-of-way.

(c) No person shall wear a costume, as such term is defined in Section 908.7(h)(1)(B), which is visible from any portion of a public street or right-of-way.

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 _____ 2011.

Don Haddix, Mayor

Attest:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *[Signature]*
Financial Services Director P.S.
Assistant Financial Services Director *[Signature]*
Purchasing Agent *[Signature]*
Community Development Director *AS FOR DER*

FROM: City Engineer *[Signature: David A. Bolkowski]*

DATE: March 28, 2011

SUBJECT: City Hall Façade Recoating Bid
April 7, 2011 City Council Meeting

Recommendation:

Staff's recommendation is that City Council award the contract for recoating the exterior of City Hall to Engineered Restoration, Inc., for their lump sum bid amount not to exceed amount of \$54,476.00.

Discussion:

On February 18, 2011, the City of Peachtree City solicited bids from qualified contractors for the City Hall Façade Recoating project. In addition to e-mail solicitations, the City advertised the Invitation to Bid on the City web site and in the City's legal organ. Thirteen contractors attended the mandatory pre-bid meeting. Six bids were received, opened, and reviewed on March 17, 2011. The bid results from the lowest, most responsive bid to the highest were as follows:

<u>COMPANY NAME</u>	<u>ALTERNATE 1</u>	<u>ALTERNATE 2</u>
Engineered Restorations	\$ 54,476.00	\$ 43,794.00
Brian Bros	\$ 66,210.00	\$ 54,950.00
JJ Morley Enterprises	\$ 72,264.00	\$ 64,866.00
Western Waterproofing	\$ 91,761.66	\$ 81,898.43
Holbrook Waterproofing	\$ 97,436.00	\$ 94,374.00

Alternate 1 is for: one application of primer and two coats

Alternate 2 is for: excluding application of primer and including two coats

The actual lowest bid received was from Midwest Maintenance, Inc. However, after extensive review and consideration, staff has rejected their bid. They do not meet the required qualifications.

Staff has reviewed Engineered Restorations' bid documents and they are in order. The City of Peachtree City has used Engineered Restorations in the past on pressure grouting and waterproofing projects and were pleased with the results. In addition they have similar project experience with coating buildings and they appear to meet all the required qualifications. Their references are solid. Therefore Staff recommends awarding the project to Engineered Restorations.

If this bid is approved by City Council, Staff will proceed with finalizing all the Purchasing Department paperwork and schedule the wall testing with the contractor. Should the testing prove that there is no need for the primer, then the lower, "Alternate 2", price can be used.

Budget Impact:

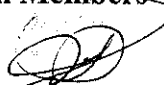
If approved by City Council, funds totaling \$76,489 are available for this project in the 2009 PIP Fund from the 2009 Bricks and Mortar loan proceeds.

cc: File

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director *ps.*

FROM: Community Development Director *David*

DATE: March 22, 2011

SUBJECT: Consider Memorandum of Agreement for GATEway grant for SR 74S
landscaping enhancements
April 7, 2011 City Council Agenda

Recommendation:

That Council authorize the Mayor to sign the Memorandum of Agreement (MOA) for the GATEway grant project and authorize Staff to submit this information to the Georgia Department of Transportation (GDOT).

Discussion:

As a part of the submittal requirements for Phase 1 of the SR 74 S landscape enhancement project, the City is required to enter into an MOA with GDOT stipulating the City agrees to provide, install and maintain the landscape enhancements as approved by GDOT, and that GDOT agrees to reimburse the City up to \$50,000 for the referenced work.

Staff has revised the landscape plans based on comments from GDOT and resubmitted these plans for approval. GDOT will then issue a Special Encroachment Permit and provide a Mowing and Maintenance Agreement that must be signed by the City stipulating that we will maintain the landscaping once installed. These documents will be brought before City Council as they are received.

Budget impact:

GDOT will reimburse the City up to \$50,000 for these landscape enhancements. The selected landscape contractor would be required to maintain the landscaping for no less than two (2) years from date of final acceptance. The City would assume maintenance responsibilities at that time.

Attachment

Georgia Department of Transportation

And

Peachtree City

Memorandum of Agreement

THIS AGREEMENT is entered into the ____ day of _____, 2009, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, (hereinafter referred to as the "Department"), and Peachtree City (hereinafter referred to as the "Grantee"). All obligations of the Grantee under this Agreement will be performed by the Grantee or the subcontractor of the Grantee.

WITNESSETH:

WHEREAS, the Grantee desires to obtain grant funding for a landscape enhancement and beautification project, (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the Department desires to provide funding for roadside landscape enhancement and beautification projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Project: The Grantee agrees to provide, install and maintain the landscape Project as approved in the Department's Special Encroachment Permit. A Scope of Project, including a copy of the Department's Special Encroachment Permit and Mowing & Maintenance Agreement, is attached as Appendix A and incorporated herein by reference.

The GRANTEE agrees to accept and abide by the following guidelines as it relates to the Project:

- USDOT/FHWA, A Manual on Uniform Traffic Control Devices – current edition;
- GDOT Standard Specifications for Construction of Transportation Systems;
- GDOT Special Provision Sections 202, 700 and 702;
- ANSI Z 60.1 American Standard for Nursery Stock – current edition;
- GDOT Scenic Byway Program and Corridor Management Plan Guidelines and Requirements
- The American with Disabilities Act

Landscape Guidelines for the Project shall follow the policy established for *Landscaping on the DOT Right of Way* (TOPPS 6755-9) and/or as established by the Landscape Architecture unit of the Department's State Office of Maintenance.

The undersigned, hereby certifies that all requirements of the grant program are understood, and that all information provided in this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.

2. Term of Agreement: A Proposed Budget is attached as Appendix B and incorporated herein by reference. This project must be completed by the Grantee within thirty (30) months from the date of the signed Agreement. Failure to meet this deadline will subject these funds to reallocation.

3. Compensation: The Department agrees to pay the Grantee a maximum amount of \$50,000.00 (Fifty thousand and 00/100 dollars) as a one-time grant in order to facilitate this work. Payment will be made to assist the Grantee in costs incurred for landscaping on the Project on a reimbursement basis. In addition, the Grantee agrees that no part of these funds will be used to pay indirect costs. The intent of this grant is to pay for plant material and associated installation costs. If the Grantee completes the work for less than the maximum amount established in Appendix B, the

Department is only obligated to reimburse the actual amount expended for the Project, but in no instances shall the Department be obligated to pay in excess of the maximum amount.

4. Usage: The Grantee agrees that the Department may photograph, display, or use any information submitted by the Grantee on the Project without the payment of any other fees, except for what is set forth in paragraph 3 herein.

5. Notices: Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department:

Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, GA 30308

Contact Person for Department:

Bill Wright

If to the Grantee:

Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Contact Person for Grantee:

David E. Rast, ASLA, City Planner

6. Indemnification: The undersigned shall be responsible for any and all damages to property or persons and shall save harmless the Department, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the undersigned in the performance of work under this Grant Application.

The undersigned hereby indemnifies and holds harmless the Department, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the undersigned's negligent acts, errors or omissions in the performance of this Agreement.

These indemnities shall not be limited by reason of the listing of any insurance coverage.

7. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

8. Amendment: The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law: This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF TRANSPORTATION:	ON BEHALF OF THE PEACHTREE CITY:
By: _____ COMMISSIONER	By: _____ Title: _____
ATTEST:	ATTEST: _____ Title: _____
_____ Treasurer	FEI #: _____

APPENDIX A
SCOPE OF PROJECT

APPENDIX B

BUDGET