City Council of Peachtree City
Agenda
January 19, 2006
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Kiwanis Week Proclamation
Builder of the Year Awards – Tom Carty

IV. Minutes
January 5, 2006, Regular Meeting Minutes

V. Consent Agenda
1. Consider Ordinance Amendment to Codify Senior Homestead Exemption
2. Alcohol License – Change in Licensee and License Representative – The Famous Fish Company

VI. Old Agenda Items
09-05-09a Consider Amendments to Motorized Cart Ordinance (Registration)
09-05-15 Public Hearing – Consider Rezoning Wilks/Blocker Tracts, Old Senoia Road (AR to LUR)

VII. New Agenda Items
01-06-10 Consider Request for Funding from Fayette Senior Services
01-06-11 Consider Request for Funding from Promise Place
01-06-12 Select Council Representative to Peachtree City Tourism Association
01-06-13 Consider Franchise Agreement on Refuse Collection
01-06-14 Consider Amendment to Section 54-7 of the City Code of Ordinances (Alcohol in City Facilities)
01-06-15 Discussion of a Request for De-annexation, Rezoning, and Change to Land Use Map Designation
01-06-16 Consider Mowing and Maintenance Agreement for State Route 74 South

VIII. Council/Staff Topics
Recreation Commission Presentation on Update to Recreation Master Plan

IX. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
January 5, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, January 5, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

<u>Oath of Office</u>
Reverend George Dillard administered the oath of office to Mayor Harold Logsdon. Fayette County Chief Magistrate Charles Floyd administered the oath of office to Council Member Steve Boone. Reverend Jimmy Ellison administered the oath of office to Council Member Cyndi Plunkett.

<u>Election and Oath of Office of Mayor Pro-tem</u>
Rutherford moved to nominate and elect Kourajian as the Mayor Pro-tem. Boone seconded. The motion carried unanimously. Logsdon administered the oath of office to Kourajian.

<u>Announcements, Awards, Special Recognitions</u>
Mayor Logsdon recognized Carolyn Stanton as the Supervisor of the Year. Art Swahlen was recognized as the Employee of the Year. The McIntosh High School girl's cross-country team was recognized as the State 4A champion.

<u>Minutes</u>
Rutherford pointed out that she was the only member of Council in attendance at the December 15 meeting. City Attorney Ted Meeker advised that the abstentions of the other members (Kourajian was absent and Logsdon, Boone, and Plunkett were not in office) counted as votes in favor of the motion, according to Robert's Rules of Order. Rutherford moved to approve the December 15, 2005, regular meeting minutes as amended. Plunkett seconded. The motion carried 1 (Rutherford)-0-4.

<u>Reports</u>
Logsdon asked if there were any comments regarding the monthly reports. Rutherford asked if the City still had money in Peachtree National Bank. Financial Services Director Paul Salvatore confirmed this and explained that the funds were collateral funds.

<u>Consent Agenda</u>

1. **Annual Indemnification Resolution**
2. **Authorization of Legal Organ – *Today in Peachtree City***
3. **Alcohol License – Change in Licensee and License Representative – China Café 9**
4. **Alcohol License – Change in License Representative – Outback Steakhouse**
5. **Consider Budget Amendments**

Logsdon noted that China Café 9 (Consent Agenda Item #3) had requested to move their alcohol license to the February 2 agenda.

Rutherford moved to approve Consent Agenda items #1, #2, #4, and #5. Boone seconded. The motion carried unanimously.

New Agenda Items

01-06-01 Public Hearing – Consider Time Limit Requirements for Article VII, Section 704.5, Time Limit to Step 2 Annexation

City Planner David Rast addressed Council. He noted that the annexation ordinance had been modified last year to include a Step 1 and Step 2 process, which was similar to the process used by the Department of Community Affairs and Atlanta Regional Commission when they reviewed applications for Developments of Regional Impact. No time limit had been set for applicants to complete Step 2 after receiving Council approval for Step 1. The proposed amendment would give applicants 12 months to complete Step 2. The amendment would not set a 12 month-limit for approval of the proposal, but required applicants to be actively working on applications and submitting documentation to staff. There were also some housekeeping issues in Sections 704.6 and 704.7 that were also included in the proposed amendments. The Planning Commission and staff recommended approval.

No one spoke either for, or against, the proposed amendment.

Rutherford moved to approve the time limit requirement for Article VII, Section 704.5, Time Limit to Step 2 Annexation. Kourajian seconded the motion. The motion carried unanimously.

01-06-02 Public Hearing – Consider Amendment to LUC-19, Article X, Section 1006B.19

Rast explained that there were several Limited Use Commercial (LUC) districts, and each district pertained to specific sites zoned to LUC. There were currently 20 LUC districts; each district was zoned with certain limitations particular to the tract. The tract on the agenda was formerly known as "The Galleries" tract, which had a frame shop, several smaller tenants, and a residence. It had been a truly mixed-use development under one roof. There had been several amendments to the zoning through the years, including prohibiting a wall sign facing GA 74. Rast said he did not know why a wall sign had been prohibited, but speculated there might have been concern about a series of tenant signs on the building's exterior. There was now one owner with a single component. The proposed amendment would allow a wall sign facing GA 74. Rast pointed out that this was the only LUC district where a wall sign was prohibited. Staff recommended that a portion of the ordinance be amended to allow one wall sign facing GA 74 with the name of the main tenant only. The amendment included language that would keep the sign consistent with other signs in the area. The Planning Commission also recommended approval.

Cari Campanile, who represented Campanile's Casual Home Furnishings, told Council the business had been in the location for 10 months. There had been a lot of feedback from customers, sales people, and delivery people, and they felt wall signage would help due to the building's setback from GA 74.

Wayne Roberts asked what would happen if the building were to have several tenants again. He asked if each tenant would get a sign, which would not be fair. Rast said that they had considered that possibility, but the amendment would limit the signage to the main tenant rather than a series of signs or one sign with 15 different names.

Rutherford noted that window signs were not allowed in the original ordinance and asked if that would change. Rast said that verbiage remained. Rutherford asked if they would have to take down the hummingbird and flower located on the wall. Rast said they looked at covering them up with a panel, but the sign panel got bigger and bigger. The graphics were limited to what the sign ordinance allowed. Two members of the Planning Commission were to work with the owners and their sign company to come up with an aesthetically pleasing sign and identify the location. The window sign stipulation was still in line with the ordinance.

Kourajian asked Rast if the change would bring the ordinance in line with the other LUC districts. Rast said it would.

Rutherford moved to approve the amendment to LUC-19, Article X, Section 1006B.19, specifying one wall sign facing GA 74 identifying the name of the main tenant in the building only. Kourajian seconded. The motion carried unanimously.

01-06-03 Alcohol License – NEW – Katie's
Logsdon noted there was an additional document on the dais – a letter from some concerned citizens in the Lexington Park subdivision. He asked that a map of the area be put up for the discussion. Logsdon asked the applicants, John and Katie Thomas, to come forward. Logsdon noted that the proposed building would be located behind the Buckhead Brewery building. He asked if Lexington Park could be accessed from the front of the proposed building. Katie Thomas said the subdivision could be accessed from the back of the property.

Rast pointed out the site and gave an overview of the area. He said there was a 50-foot greenbelt separating the commercial area from the residential area. He said a schematic plan had been submitted for the tract in 2003, but had not been officially routed through staff or the Planning Commission. The property was eventually put on the market. Rast said staff had not seen a site plan for the tract, but had spoken with the applicant's architect. Staff should receive a plan in the next few weeks. A cart path was recently installed through the greenbelt between Buckhead Brewery and the homes. The path would ultimately extend down to Walt Banks Road. There were other developers looking at other properties, but nothing had been submitted.

Logsdon said this was not a public hearing, but he knew there were Lexington Park residents who wanted to speak and asked that one representative address Council. Lisa Stuart told Council that many residents were not able to attend the meeting. Stuart said that Katie's would be a standalone business, since "The Village" development was town homes. There were concerns about this particular business at this particular location. She asked Council to table the vote until they could visit the site. The homes were very close to the proposed business. She reiterated that a package store was not the correct type of business for the property.

Rutherford asked Rast if the property was zoned appropriately for a package store. Rast said it was. Rutherford said that she had driven to the site and was surprised there was not a building.

She asked the Thomases why they were asking for a license without a building. John Thomas indicated the purchase of the site was contingent on obtaining a license. Rutherford asked City Attorney Ted Meeker if Council could approve a license for a space that did not exist. Meeker said yes. There was a time limitation of six months on opening.

Logsdon clarified that there had been a previous plan with a three-story building for this site. Rast said yes. Logsdon said he understood this building would be one-story. John Thomas confirmed that. Logsdon asked if the plan met all the zoning requirements. Meeker said it did to his knowledge. Boone asked the Thomases if there were any building designs ready. John Thomas said their architect was at the meeting and had some preliminary sketches.

Joe Anglin said there was already a package store within 0.2 miles of the subdivision. There was no need for another one.

Kourajian asked Meeker if Council had any say in what type of business went in if it fell within the zoning requirements. Meeker said if the zoning allowed the use and the application met the requirements for an alcohol license, then Council really had no discretion to do anything other than to approve it.

Rutherford said she had received a call concerning the distance from the churches and asked if the site met the distance requirements. Katie Thomas said the survey showed the site met the requirements. Rutherford said she just wanted to verify the distance since she had been asked. Rast explained that the distance was measured from the buildings for churches (100 yards). He pointed to the locations of Carriage Lane Presbyterian Church and Holy Trinity Catholic Church. The distance for schools (200 yards from McIntosh High School) was measured from the property lines. The site was well outside the minimum distance requirements.

Michael Mahalik said there was a 50-foot greenbelt between the residents and the tract, and their backyards were about 25 feet in length, so the property was about 75 feet from the back of their homes.

Kourajian asked what businesses could go in the area and if they could be all-night types of businesses. Rast said there were a number of prohibited uses for the area, which was zoned LUC-16. None of the development documents prohibited a retail business that sold alcohol. He continued that a master plan had been adopted as part of the rezoning, and a schematic master plan had been approved. The plan had included an office supply store or a pet store, and a small to medium box with a large parking area. The City had encouraged street-level retail and offices with second-story lofts. A one-story building was not precluded on any of the tracts. The design guidelines had been adopted, and the City would work with the applicants and their architect on them. The design guidelines did not allow a building in the back with a huge parking lot in the front. Those details would be worked out during the site plan process.

John Thomas said the business would be a "mom and pop" business. He added the business would be respectable and would probably be better than a lot of other things in that location. Katie Thomas said they also wanted to put the building at the front of the property so it could be seen from GA 54. She added that the sale was contingent upon the license. She said they would do what the Planning Commission said was needed.

Kourajian told the Lexington Park residents their best course of action would be to provide input into the site plan. He continued that there was not anything Council could do but approve the application as long as they met the criteria. Meeker said he understood what the neighbors had said, but Council had no basis for denial from a legal standpoint. The application was valid and met the requirements. Logsdon added that there were also design guidelines for the area. Kourajian recommended that the Lexington Park residents attend the Planning Commission meeting when they considered the plan. He noted that was the best opportunity for them to give input. There was nothing else Council could do, and there was nothing to gain from tabling the application.

Rutherford questioned whether it was right for Council to deny something that was allowed by law. There were comments from the audience about the residents' rights. Rutherford said it was not Council's job to determine if something was economically viable. She agreed with Kourajian that the residents would have an opportunity to control the design at the Planning Commission level.

Rutherford moved to approve the liquor license for Katie's. She noted Council had the document from the Police Chief that the Thomases met the requirements for the background check. Kourajian seconded. The motion carried unanimously.

01-06-04 Alcohol License – NEW – J.R. Crickets

Debra Carthern, applicant for License Representative, addressed Council. The restaurant would be located in Braelinn Village.

Rutherford moved to approve the alcohol license for J.R. Crickets. Kourajian seconded. The motion carried unanimously.

01-06-05 Alcohol License – NEW – Grinds & Wines

Thomas Wukovits, the applicant for Licensee and License Representative, addressed Council.

Rutherford moved to approve the alcohol license for Grinds & Wines. Kourajian seconded. The motion carried unanimously.

01-06-07 Citizen Request to Address Landscaping on MacDuff Parkway

Council agreed to move this agenda item after Agenda Item 01-06-08 Appoint/Reappoint Ethics Board Members.

01-06-08 Appoint/Reappoint Ethics Board Members

Logsdon noted there was an additional document on the dais – the criminal history reports for the proposed board members. Logsdon read the list of proposed appointees – Ronald Hall, Beth Brooks, William Downing, James McCaughey, Karen Horlak, Susan Jones, and Brian Killory.

He also read the list of board members that needed to be reappointed – Charlie VanHecke, Charles Anderson, and Ed Wetherington.

Rutherford moved to appoint and reappoint the Ethics Board members. Kourajian seconded. The motion carried unanimously.

01-06-07 Citizen Request to Address Landscaping on MacDuff Parkway

Phil Jones addressed Council. He said he was a homeowner and a member of the Board of Directors for Chadsworth at Ashton Reserve subdivision, which is located off MacDuff Parkway. Jones noted that the center median stretch on MacDuff Parkway had been landscaped by the developer along the back portion of the parkway, but his concern was the section from Gatehouse Drive to GA 54. Jones showed Council photos of that portion of the parkway. He said he had spoken to City representatives a year ago and had been told either that the developer was to take care of the landscaping or that the City was waiting for the completion of the GA 54 widening. Another answer was that it was the wrong time of year to plant. Jones said the highway widening should have no bearing on the landscaping. He asked why their parkway could not look like the rest of the City.

Logsdon said he did not disagree with Jones. Plunkett asked if there was any interest in having the neighborhoods work with the City to keep up the medians.

City Manager Bernard McMullen told Council that redoing the medians was part of the SPLOST (Special Local Option Sales Tax). The design was in the list for this year, with the intention to work on the landscaping when the highway widening was complete. McMullen continued that staff was looking at starting the design process immediately so the work would be done during the planting time window. The actual construction should begin in about a year.

Plunkett asked if there was anything that could be done in the meantime to make the area look better. McMullen said that Assistant City Manager Colin Halterman reported some things had been done two or three times in the past.

Jones pointed out that every building in the City had turf put in. He asked why that could not be done. McMullen said that was normally done when there was either an irrigation system or someone that could water the new sod every day. The City did not have the capability to put sprinklers in the medians. The City planted at the optimum time to ensure the materials grew without having to water them on a continuous basis.

Logsdon asked if more commercial would be built at the intersection and if they could be required to put in some landscaping. McMullen said there were tracts on either side of the intersection. Jones said the median started further down the parkway.

Kourajian asked if the landscaping had always been planned for 2007. McMullen said he did not know. The rationale for the SPLOST timing was the GA 54 construction. Kourajian asked what would have happened if the SPLOST had not been approved. McMullen said that Rast had been working with the Cedarcroft and Summit Apartment developers, as well as John Wieland, to assist with funding and landscaping.

Jones asked if the subdivisions along Peachtree Parkway and other streets the landscaping in those areas. Rutherford said the City maintained them now, but the developers usually put in the original landscaping.

Logsdon said he understood the landscaping was in the plan. McMullen said it would not be done later than next spring, but could be as early as November/December of 2006.

Kourajian asked if the whole area was the City's responsibility to landscape. McMullen said it was City right-of-way. Wieland originally agreed to maintain his area for two years, but continued to maintain the landscaping. Kourajian asked who put in the road. Rast said a consortium of developers built the road. There had been some litigation. Rast continued that, typically, the developers who landscaped the medians and right-of-ways to help market their homes, installed the roads. In the case of MacDuff Parkway, the developers did not choose to landscape the median. There was nothing in the settlement agreement that required anything other than grass. Rast said the litigation made it difficult to approach the developers and ask them to landscape the road. Rast said he was still talking with Summit about the possibility of contributing to the landscaping. The City was continuing to talk to John Wieland. The Ashton Woods subdivision developer had the benefit of using Wieland's landscaping and chose not to contribute to the landscaping. Jones said the subdivision had agreed to landscape the entranceway, which was not their property, from the entrance to the subdivision to MacDuff Parkway, which was about 500 feet. Rast said a number of subdivisions in the City did the same thing.

Rast said staff had the final site plan for one of the tracts at the intersection of MacDuff/GA 54, and there would be landscaping to the access road. He continued that MacDuff Parkway was different from other roads in the City since the median was compacted, had no curbing, and people drove across the median, which was one of the difficulties in getting grass to grow. He said there would be some curbing around the noses of the turn areas to keep people from cutting across. It would take a lot to improve the soil so plants could grow. Kourajian asked if there were other areas with out the curbing. Rast said the road section changed midway through MacDuff Parkway. The City was looking at what was needed to correct that. The curbing and guttering might need to go into the capital plan. Rutherford asked how much the landscaping would cost. Rast said the design would be $15,000 and the cost could be $100,000 or more for implementation.

McMullen said money was not an issue. The request for proposal for the design should go out in about two weeks. Logsdon said it could not move much faster.

Kourajian asked when the road widening would be completed. McMullen said the published date was July, and there should be no problem meeting that date based on the progress.

01-06-09 Discuss Makeup of Board of Directors for Peachtree City Tourism Association

Rutherford said there had been a lot of discussion regarding the makeup of the Tourism Association (PCTA) when it was created. The Council decision had not been unanimous, and two council members, the city manager or his designee, the financial services director, the Recreation Commission chairman were placed on the board. There were really no general citizens on the board, although the City's other boards were made up of citizens. At the end of the first year, the council members were supposed to step down so more citizens could be included. At the end of the first year, one council member and the financial services director stepped off the board and were replaced by citizens.

Rutherford said she would like to remove the city manager and the remaining council member from the PCTA to make it like the City's other boards. There would be four citizens and the Recreation Commission chairman. Rutherford said it was important for the Recreation Commission to be involved. The City's finance officer and city manager, or his designee, would continue to serve on the PCTA's finance subcommittee, because the PCTA was the conduit for the hotel/motel tax and the City needed to keep track of that. Rutherford said a citizens' board should be citizens. It was time to remove politics from the board. With a council member on the board, the decisions could be political rather than business decisions. The makeup of the board also drew attention the board should not draw. People should look at what the board was doing, not who was doing it. She requested that the bylaws be amended. Kourajian said he supported Rutherford's request.

Rutherford moved that Council instruct the City Attorney to prepare amendments to the Articles of Incorporation and the bylaws of the Peachtree City Tourism Association so as to replace the City Council member and city manager from the Board of Directors with City residents, with the proviso that the Articles of Incorporation and bylaws be further amended to require monthly meetings between the city manager, City finance director, and Tourism Association so as to review the financial information of the Association. Kourajian seconded.

Plunkett asked for a point of information. She asked Meeker if Council could instruct the PCTA to change its bylaws. Meeker said the motion was to draft the changes. The changes would be presented to Council and the PCTA. Both bodies had to approve the changes. He said that the PCTA could not change the articles without Council's blessing, but did not have to change their articles because Council wanted them to do so. Rutherford said that Council would still make the appointments to the PCTA.

Stanley Phillips, a current member of the PCTA, told Council he had just completed his first year. The inclusion of a council member and the city manager had been invaluable to the PCTA and helped achieve a lot.

Rutherford agreed the board had been working hard, but she said more people like Phillips were needed. She said it was difficult for city staff to serve on a board with a council member. It put a tone in the group that made it difficult to be independent. The finance officer and the city manager would remain connected through the subcommittee.

The motion carried 4-1 (Plunkett).

Rutherford noted that a council member would be selected at the January 19 meeting to serve on the PCTA until the requested changes had been approved.

Council/Staff Topics
McMullen reminded Council that there was a stormwater workshop scheduled on Thursday, January 12, at 6 p.m.

McMullen reported there had been some progress on the Three Dollar Café, and they planned to open in March. The application for the traffic signal at GA 74/Georgian Park was in Atlanta. McMullen met with the TDK extension right-of-way property owners and additional meetings were planned. The City Clerk was polling Council on dates for Retreat.

Rutherford moved to convene in executive session for threatened or pending litigation. Kourajian seconded. The motion carried unanimously.

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

Rutherford moved to authorize the City Attorney to enter into settlement negotiations with Angela Rice as discussed in executive session. Plunkett seconded. The motion carried unanimously.

Rutherford moved to deny the claim of Guide One Insurance as such claim was presented. Kourajian seconded. The motion carried unanimously.

Rutherford moved to authorize the payment to Fincher Construction to close out the Satellite Auto Shop project as discussed in executive session. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn. Kourajian seconded the motion. Motion carried unanimously. The meeting adjourned at 9:30 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Administrative Services Director / City Clerk**

DATE: **January 9, 2006**

SUBJECT: **Ordinance Amendment – Codify Senior Homestead Exemption**
January 19, 2006, City Council Meeting

Recommendation:

Staff recommends that Council adopt the attached ordinance to codify the terms of the Senior Homestead Exemption authorized by the Georgia Legislature in 2005 and approved through voter referendum on November 8, 2005.

Discussion:

Last year, voters approved a $5,000 homestead exemption for seniors aged 65 and older whose federal adjusted gross income does not exceed $30,000. Codifying this exemption in the Taxation section of the Peachtree City Code of Ordinances will provide public access to the terms of the exemption, and assist staff in maintaining the appropriate records relating to the program.

Budget Impact:

Codifying the exemption in ordinance format will have minimal budgetary impact. Staff pays approximately $7,000 per year to Municipal Code Corporation to update and maintain our code books, based on a per page rate. This change will accrue less than $100.00 of total service, which has already been budgeted.

Ordinance No. __________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO CODIFY THE VOTER APPROVED SENIOR HOMESTEAD EXEMPTION; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Article VII, Senior Homestead Exemption, of Chapter 74, Taxation, of the Code or Ordinances of the City of Peachtree City, Georgia, hereby created as follows:

Section 74-1. Homestead Exemption Act

To provide for a homestead exemption from City of Peachtree City ad valorem taxes for municipal purposes in the amount of $5,000.00 of the assessed value of the homestead for residents of that city who are 65 years of age or over and whose income does not exceed $30,000.00; to provide for definitions; to specify the terms and conditions of the exemption and the procedures relating thereto; to provide for applicability; to provide for a referendum, effective dates, and automatic repeal; to repeal conflicting laws, and for other purposes.

(a) As used in this Act, the term:

(1) "Ad valorem taxes for municipal purposes" means all ad valorem taxes for municipal purposes levied by, for, or on behalf of the City of Peachtree City, except for any ad valorem taxes to pay interest on and to retire municipal bonded indebtedness.

(2) "Homestead" means homestead as defined and qualified in Code Section 48-5-40 of the O.C.G.A., as amended.

(3) "Income" means federal adjusted gross income determined pursuant to the Internal Revenue Code of 1986, as amended, for federal income tax purposes.

(4) "Senior citizen" means a person who is 65 years of age or over on or before January 1 of the year in which application for the exemption under subsection (b) of this section is made.

(b) Each resident of the City of Peachtree City who is a senior citizen is granted an exemption on that person's homestead from City of Peachtree City ad valorem taxes for municipal purposes in the amount of $5,000.00 of the assessed value of that homestead. The exemption granted by this subsection shall only be granted if that person's income together with the income of the spouse who also occupies and resides at such homestead does not exceed $30,000 for the immediately preceding year. The value of that property in excess of such exempted amount shall remain subject to taxation.

(c) A person shall not receive the homestead exemption granted by subsection (b) of this section unless the person or person's agent files an application with the governing authority of the City of Peachtree City, or the designee thereof, giving such information relative to receiving such exemption as will enable the governing authority of the City of Peachtree City, or the designee thereof, to make a determination as to whether such owner is entitled to such exemption. Such application shall be filed on an annual basis, and shall also include an affidavit of the age of the applicant.

(d) The governing authority of the City of Peachtree City, or the designee thereof, shall provide application and affidavit forms for the exemptions granted by this section which shall require such information as may be necessary to determine the initial and continuing eligibility of the owner for the exemption under subsection (b) of this section.

(e) The exemption under subsection (b) of this section shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A. The exemption under subsection (b) of this section shall be renewed each year unless the governing authority of Peachtree City, or the designee thereof, determines that such person is ineligible for that exemption. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the governing authority of the City of Peachtree City, or the designee thereof, in the event that person for any reason becomes ineligible for that exemption.

(f) The exemption granted by subsection (b) of this section shall not apply to or affect state ad valorem taxes, county ad valorem taxes for county purposes, or county or independent school district ad valorem taxes for educational purposes. The homestead exemption granted by subsection (b) of this section shall be in addition to and not in lieu of any other homestead exemption applicable to municipal ad valorem taxes for municipal purposes.

(g) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after January 1, 2006.

***Editor's note:** Printed in this article is Act 203 (H.B. 590) as adopted by the Georgia General Assembly and approved by the Governor on May 5, 2005. The Act was approved by voter referendum on November 8, 2005. Amendments to this act are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original act. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

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.

This _____ day of ___________ 2006.

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Harold Logsdon, Mayor

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Attest: ________________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager
Assistant City Manager

FROM: Deputy City Clerk

DATE: January 13, 2006

SUBJECT: Alcohol License – Change in Ownership, Licensee, and License Representative – The Famous Fish Company
January 19, 2006, Regular Meeting

Recommendation:
Staff recommends Council consider the attached application for a new alcohol license pending a satisfactory criminal history report.

Discussion:
The Famous Fish Company, a restaurant located at 300 City Circle, Suite 1520, has submitted a request for a new alcohol license. The state pulled the restaurant's previous license in October for failure to pay state taxes. Mr. Brett Quarmby has taken over the business and has requested he be appointed as the Licensee and License Representative. Because Mr. Quarmby has only lived in the United States for four years, the Police Department does not have a complete criminal history (the ordinance requires five years) to consider. The four-year history is satisfactory, but the remaining information is still pending from the United Kingdom. Staff recommends that Council approve the application pending a satisfactory criminal history report from the United Kingdom. Mr. Quarmby will attend the meeting on Thursday, January 19th, to answer any questions you may have.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for beer ($775) and wine ($575), plus Sunday Sales ($500).

JSM:pd

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: The Famous Fish Co.	**Business Location:** 300 City Circle, Suite 1520.	
Nature of Business: Restaurant.	**Mailing Address:** As Above.	**Business Phone Number:** 770 632 1880.
Name of Licensee: Brett Quarmby.	**Home Address:** 43 Prestwick Ct, PTC, GA 30269	**Home Phone Number:** 404 610 9624 (cell).
Name of License Representative: Brett Quarmby.	**Home Address:** As Above.	**Home Phone Number:**

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
x	Malt Beverage		Malt Beverage		Malt Beverage
x	Wine		Wine		Wine
	Distilled Spirits		Distilled Spirits		Distilled Spirits

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
Brett Quarmby.	43 Prestwick Court, PTC, GA 30269.	404 610 9624 cell
		770 632 1880 work.

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

If YES, Please Provide Name of Employee: ____________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager** **Assistant City Manager**

FROM: **Administrative Services Director / City Clerk** Jsm (BT)

DATE: **January 12, 2006**

SUBJECT: **Golf Cart Ordinance Amendments for registration program**
January 19, 2006, ***City Council Meeting***

Recommendation:

Staff recommends that Council adopt the attached ordinance amendments.

Discussion:

Staff presented the attached ordinance amendments at the September 15 and October 20 Council meetings. Last August, Council approved a timeline and fee for the replacement of golf cart decals in 2006 to address the growing problem of mis-registered carts. In August, the Police Department indicated that less than 50% of the golf carts they were involved with were registered to the correct owner, with some showing the third or fourth previous owner as the current registrant. The program is designed to be revenue neutral, with the registration fee paying for the implementation. Staff included the projected costs and the offsetting revenues in the FY 2006 budget in anticipation of moving forward with the program.

Based upon Council input in August, staff revised the decal fee from the maximum permitted $15.00 to $12.00 per decal. In October, some members of Council, as well as members of the public, expressed an interest in charging the fee only to cart owners who were not currently registered appropriately. Staff has looked at this possibility and found that this would probably require the program to be supplemented by the General Fund. The fee set for the decals was designed to be break-even, and the projected expenses and the offsetting revenues were included in the FY2006 budget. If 50% of the estimated 8,000 cart owners are properly registered, this would reduce the estimated revenue by $48,000.

The attached ordinance will allow staff to proceed with the decal replacement program in 2006, and reflects the $12.00 fee established by Council. The proposed ordinance provides for issuing decals every five years. Additionally, under Sec. 78-92.4, language has been added allowing golf cart dealers acquiring a registered cart for resale not to pay a transfer fee, but provides requirements for notification to the City about acquiring the cart and then providing sales information once the cart has been sold.

Staff also learned that state law does not provide the City with the authority to require inspection of golf carts, so those requirements for gasoline carts were removed from the ordinance.

The Police Chief and City Attorney have reviewed the proposed changes.

Budget Impact:

The funds for implementing the decal replacement program have been included in the FY2006 Budget. Revenues from the program should offset these costs, making this item revenue neutral. If excess revenues do materialize, they will be used exclusively for path maintenance.

Attachments

Golf Cart Decal Replacement Program

BILLING SCHEDULE:

Mail Notice Month	Payment Due Date	Renewal Decal # series	Max Number of decals/ payments
February	March	**Businesses**	1,000
March	April	1 through 5000	4,000
April	May	5001 through 7000	2,000
May	June	7001 through 8000	1,000
June	July	8001 through 9000	1,000
July	August	9001 through 10,000	1,000
August	September	10,001 through 11,000	1,000
September	October	11,001 through 12,000	1,000
	Total		**12,000**

PROJECTED REVENUE:

Minimum # of Registrations	Sales Price per decal	Total
8,000	$12	**$96,000**

PROJECTED COSTS:

Item	Hours/units	Unit Cost	Total
Decals	12,000	$4.00	$48,000
Storage Locker	1	$1,800	$1,800
IT Support	100	$30	$3,000
Notice Printing	12,000	$0.25	$3,000
Notice Envelopes	12,000	$0.06	$720
Postage (notices)	12,000	$0.39	$4,680
Staff time - notice mailings	100	$20	$2,000
Staff Time - payments receipting	300	$20	$6,000
Online Payments / Registration	8,000	$0.75	$6,000
Data entry	500	$20	$10,000
Computer	1	$1,500	$1,500
Receipt Printer	1	$500	$500
Startup Contingency	1	$10,000	$10,000
Postage (decal mail out)	6,000	$0.87	$5,220
Larger Envelopes (decal mailout)	6,000	$0.15	$900
Staff Time (decal mailout)	6,000	$0.25	$1,500
	TOTAL ESTIMATED COST		**$104,820**
	Total Budgetary Items		**$82,320**

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO PROVIDE FOR MOTORIZED CART REGISTRATION AND TRANSFERS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That Section 78-92of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by deleting it in its entirety and inserting in lieu thereof a new Section 78-92to read and to be codified as follows:

Sec. 78-92. Registration/~~inspection certification~~/transfer requirements.

(a) **Motorized carts**. It shall be the duty of every owner of an electric or gasoline-powered motorized cart that is operated over the recreation paths and streets and those areas accessible by the public to register the cart with the city within ten business days of the date of purchase. Two numerical decals shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner, shall be maintained by the ~~police department~~City Clerk's Office. The decals must be affixed to the sides of the cart in such a manner as to be fully visible at all times. The failure to have a current registration decal on a motorized cart shall be a violation of this Section and subject the owner of such cart to the penalties set forth in Section 1-11 of the Code of Ordinances of the City of Peachtree City.

1) **Resident Fee:** The registration fee for motorized carts owned by city residents shall be ~~$10.00~~$12.00, and the registration shall be effective ~~until such time as the cart is sold or otherwise disposed of~~ until the next regular registration period. Registration periods shall occur every five (5) years, beginning in 2006.

2) **Non-Resident Fee:** An annual registration/user fee of $60.00 shall be charged to nonresidents of the city. The nonresident fee is due by January 31 each year until such time as the cart is sold or otherwise disposed of. This nonresident registration/user fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership, unless the nonresident had previously paid the registration/user fee the same calendar year, in which case a one-time transfer fee of ~~$5.00~~ $17.00 would be applicable to transfer ownership of the old cart and to register and obtain decals for the new cart.

3) **Registration Deadline**: If the cart is not registered within ten business days of purchase, a $20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten business-day period.

4) **Transfers:** Upon occurrence of a sale of the cart to another person who shall operate the cart over the recreation paths and streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of $5.00, and if the new owner is not a city resident, the nonresident registration/user fee for the balance of the year shall be due from the new owner. If the registration is not transferred within ten business days, a $20.00 penalty will be applied in addition to the $5.00 transfer charge; and the cart shall be considered an unregistered cart after the ten business-day period. Dealers acquiring a registered cart exclusively for resale (non-rental) shall not be required to pay the transfer charge, but shall notify the city of the transfer within ten business days of receiving the cart, and of the ultimate disposition of the cart within ten business days of sale.

5) **Special tourism events**: Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.

(b) **Gasoline carts.**

(1) Every gasoline powered motorized cart shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:

a. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.

b. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.

c. The engine and powered mechanism of every cart shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.

(2) It shall be unlawful for the owner of any gasoline powered motorized cart to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a cart by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

~~(3) Every two years, the cart must be inspected by a city golf cart dealer holding a valid city business license, and the dealer must certify that the exhaust system meets the standards as stated in this article. This certification must be presented to the city within ten business days following the end of each two-year period, and the registration shall be renewed for an additional two-year period at no charge. If the certification is not presented within ten business days, the gasoline cart shall be considered an unregistered cart.~~

~~(4) All gasoline carts purchased on or after September 1, 1993, must have a dealer certification in order to be registered; and after September 1, 1995, no gasoline-powered cart may be registered, renewed or transferred without dealer certification.~~

(c) Rental carts. Cart dealers and distributors, as well as other commercial establishments, may rent carts to the public for use on the recreation paths and streets and those areas accessible by the public of the city. Each such establishment renting carts shall be required to register each such rental cart in accordance with subsections (a) and (b) of this section and shall maintain a written record of each person who rents each cart. Renters shall be required to furnish positive identification, shall be provided a copy of this article to read, and must be at least 16 years of age. The registration fee and transfer fees and regulations shall be the same as those in subsections (a) and (b).

(d) **Age, number of registrants limited**. Only those persons 18 years of age or older may register a motorized cart. Cart registration may be in one person's name only, and the registration form must be signed by that person.

(e) **LSMV**. No LSMV shall be operated on the paved recreational paths or streets located within the territorial boundaries of the city unless it is legally registered and insured according to laws of the state.

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

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This ________ day of ______________ 2006.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ________________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Developmental Services Director

FROM: **City Planner/ Zoning Administrator** David

DATE: **January 12, 2006**

SUBJECT: **Proposed Rezoning: Wilks/ Blocker tracts, Old Senoia Road**
January 19, 2006 City Council agenda

Recommendation:
Staff recommends that the proposed rezoning of the Wilks-Blocker tract be approved subject to the understandings and conditions identified within Staff's Position Paper.

Discussion:
On July 21, 2005, Chadwick Homes submitted an application to rezone two tracts of land on Old Senoia Road from AR Agricultural Reserve to LUR limited Use Residential. Both tracts are currently undeveloped (one contains a vacant home) and are located immediately north of the AMF Industrial Park. The Applicant is proposing to rezone the subject tracts in order to develop a single-family cluster residential subdivision with access from Old Senoia Road. The Land Use designation of the two parcels and the undeveloped parcel to the north is SFC Single-family, Cluster.

The initial submittal contained a total of 32 lots, with a density of 3.8 units per acre. The average lot size on this plan was 5,500 SF (50' x 110'). In comparison, the adjoining Ardenlee subdivision is zoned GR-4, which permits a maximum of 4 dwelling units per acre. The majority of the lots within Ardenlee average 8,400 SF (70' x 120').

At their meeting on August 22, 2005, the Planning Commission voted unanimously to recommend that the proposed rezoning be approved as submitted. The rezoning request was then presented to City Council on October 20, 2005; where there was considerable discussion about the proposed density, lot size, access and other issues. Rather than vote to deny the application, Council continued discussion on the request to give the Applicant additional time to work with City Staff to address these concerns and to modify their plan.

After several meetings with City Staff, the Applicant submitted a revised plan on December 2, 2005. The new site plan reduced the total number of lots from 32 to 23 and increased the average lot size from 5,500 SF to 7,500 SF (60' x 125'). The density of the overall subdivision was reduced to 2.7 dwelling units per acre. The buffer around the perimeter of the subdivision is similar to what was originally submitted and will be deeded to the city as greenbelt. The plan also includes an internal park, which will be owned and maintained by the Homeowner's Association, and dedicated parking spaces for guests.

In addition to these changes, the Applicant has selected a different style of home, which is similar to a product they are currently building within the SummerGrove development in Newnan. The Although the building elevations and material and color selections have not been finalized, the Applicant has provided typical floor plans and elevations of these homes for review (attached).

Budget impact:
The Applicant will be required to pay impact fees prior to approval of the final plat, which will generate $29,509 ($1,283 per lot x 23 lots) for the Kedron Service Area.

Attachments

The Cottages at Lake Shore is one of the most unique neighborhoods in SummerGrove. These homes are built with an emphasis on outdoor living. Courtyards featuring summer kitchens, water features and lots of plush landscaping will be viewed from your master-on-the-main, living areas and kitchen. Custom designed by Chadwick Homes, your home will be built with all quality features, including hardwood floors, vaulted ceilings, crown moldings, granite countertops and all the extras. You will find many upgrades to accommodate anyone's' lifestyle. Enjoy the cool breezes from Lake Summergrove which is within walking distance to all homes. These lake cottage style homes start in the low $300.000.

Chadwick
HOMES INC.

Chadwick Homes, Inc. is a family-owned and operated business and was founded by the Floyd family in 1969. Chadwick Homes, Inc. set a standard of providing value-built homes and excellent customer service. By taking pride in the finished product, Chadwick Homes has created quality homes that hundreds of families are proud to call their own. Each home reflects Chadwick's dedication to designing and building the very best living environments. In 1998, Dennis Floyd of Chadwick Homes was named "Builder of the Year" by the Home Builders Association of Midwest Georgia. In 2003, Chad Floyd continued the family tradition and was named "Builder of the Year" by the Home Builders Association. We wish to take this opportunity to thank you for visiting a Chadwick Homes community and hope that you become part of our beautiful neighborhood.

AGENT ON SITE DAILY

11 a.m. – 6:00 and Sunday 1:00 pm – 6:00 pm

Call Kit Tisdale
at 678-423-1073 for more Information

SUMMERGROVE
AT NEWNAN

THE COTTAGES AT LAKE SHORE

Chadwick Homes, Inc

ALL GOLF COURSE LOTS HAVE A $30,000 PREMIUM

PLAN	APROX. HEATED SQ.FT	BEDS	BATHS	*BASE $
THE PAUPACKAN	2309	3	3	$324,900
	+ 286 Bonus Rm (unfinished)			
THE CONEWAGO COURTYARD OR REAR MASTER	2235	3	2.5	$299,900
THE TAMARACK COURTYARD OR REAR MASTER	2682	3	2.5	$329,900
THE POCONO				
COURTYARD OR REAR MASTER	2830	3	3.5	$349,900
THE TIOGA				
COURTYARD REAR MASTER	2961	4	3.5	$359,900
SPEC HOMES FOR SALE Lot 27	Conewago			$299,900
Lot 8	Conewago on Golf Lot			$319,900
Lot 9	Pocono on Golf Lot			$369,900

Sales and Marketing by The Home Source Realtors – Builder Services Group
All information believed to be accurate but not warranted and varies per plan. Plans may show upgrades that are not part of the standard package. Prices, terms, and features subject to change without notice. Not responsible for errors or omissions.

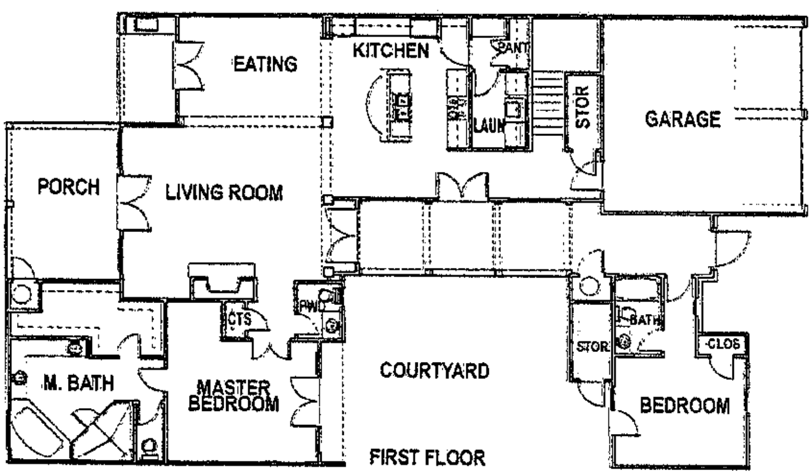
REVISED 11/07/05

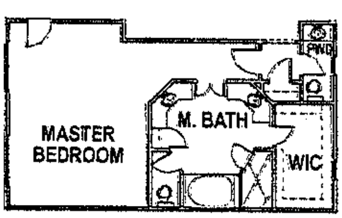
Equal Housing Opportunity

SUMMERGROVE AT NEWNAN

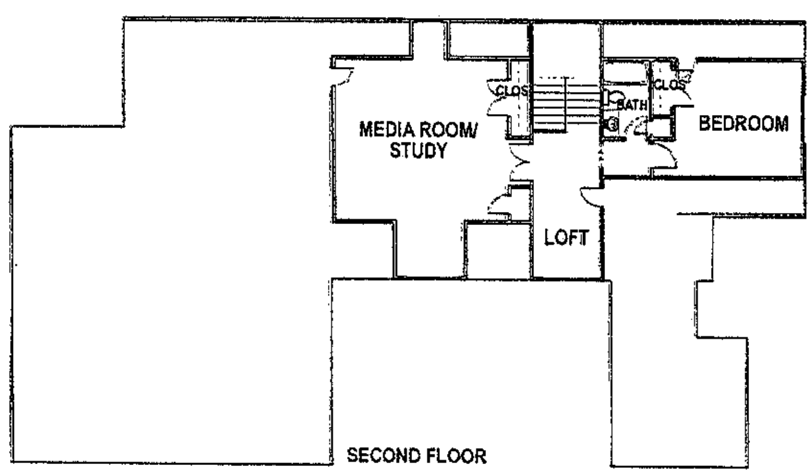
Chadwick
HOMES INC.

The TIOGA





OPTIONAL
MASTER BEDROOM



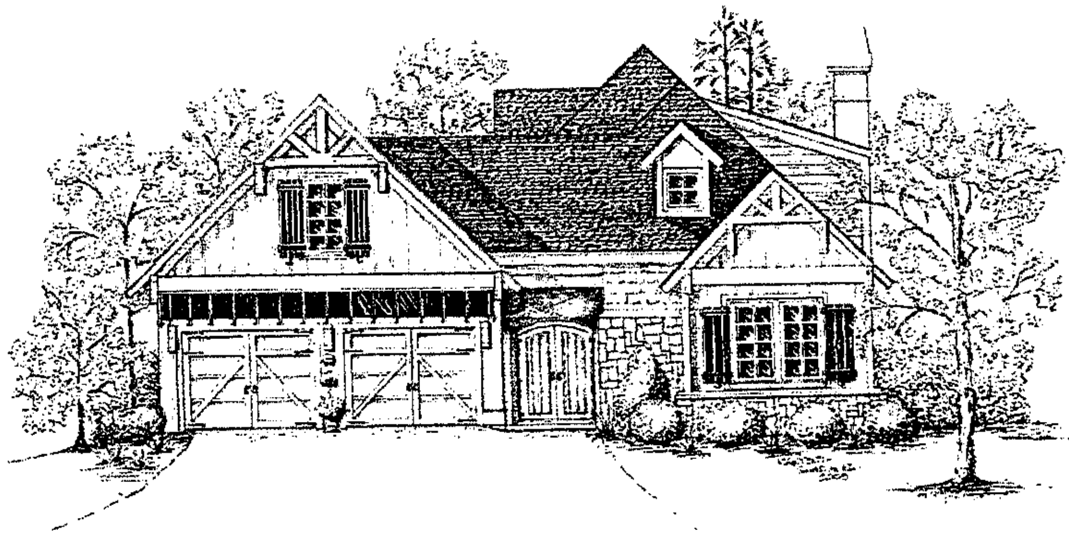
THE HOME SOURCE
REALTORS

Sales and Marketing by The Home Source Realtors - Builder Services Group. 10/18/05
All information believed to be accurate but not warranted and varies per plan. Prices, terms and features subject to change without notice. Not responsible for errors or omissions.

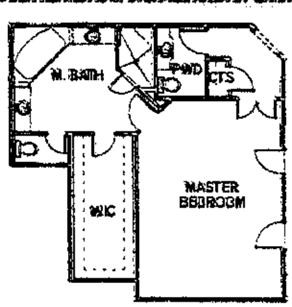
SUMMER GROVE
AT NEWNAN

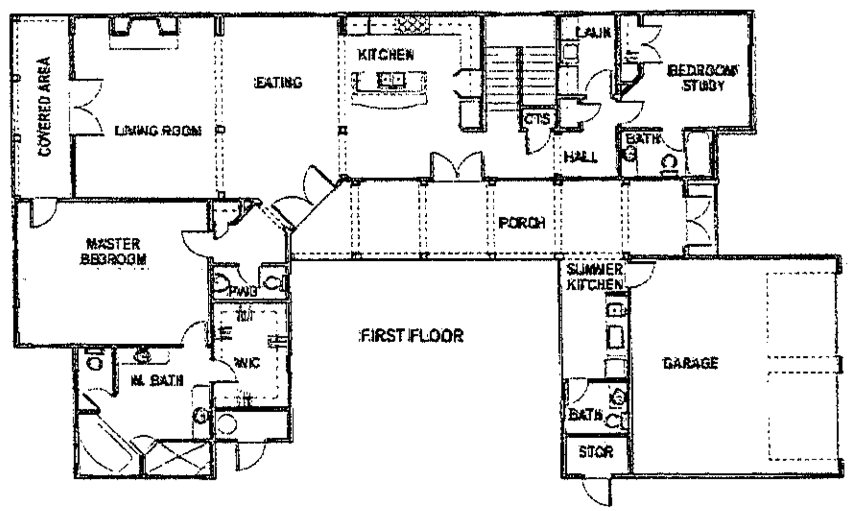
Chadwick HOMES INC.

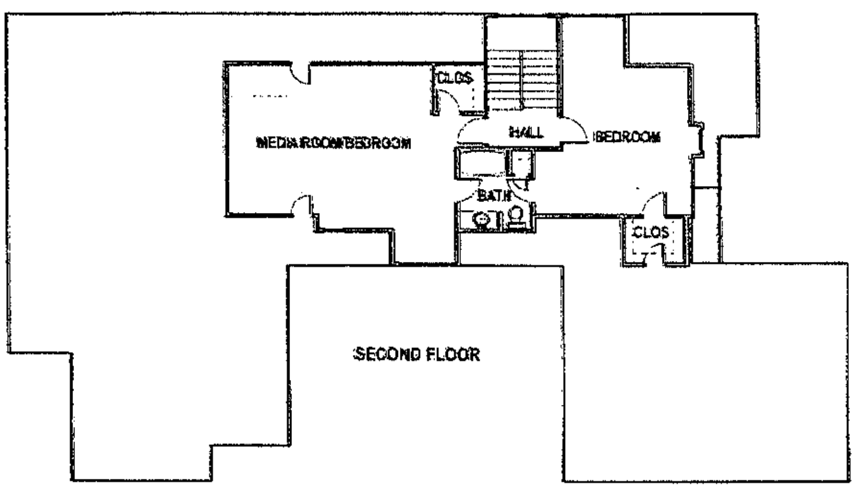
The POCONO



OPTIONAL MASTER BEDROOM
(WATER HEATER IS IN STORAGE AREA BY GARAGE)







THE HOME SOURCE REALTORS

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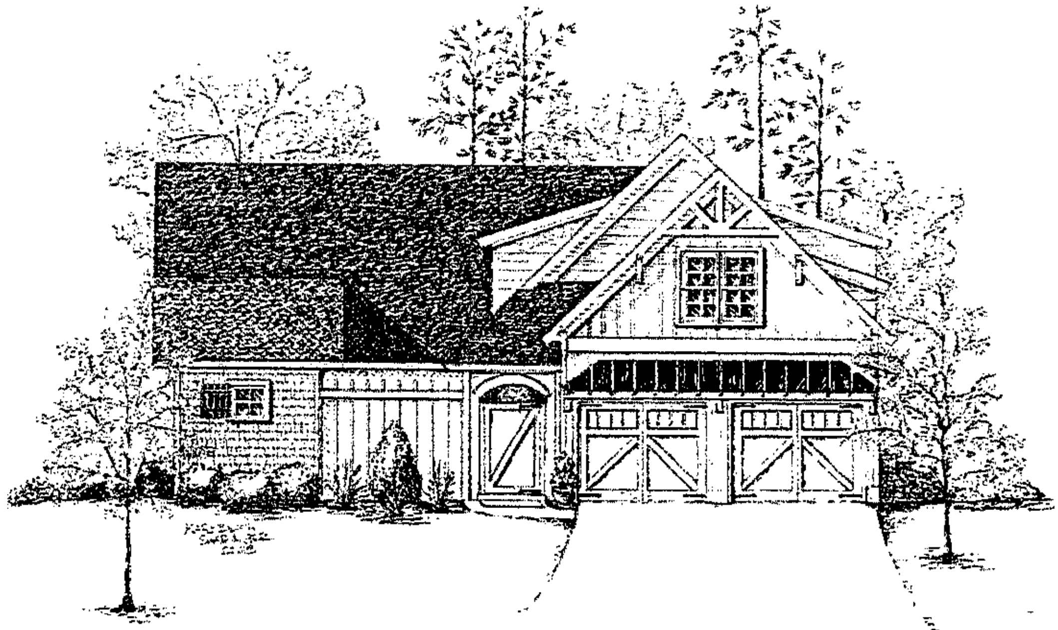
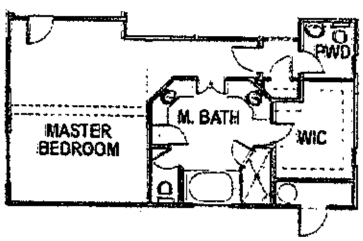
SUMMERGROVE AT NEWNAN

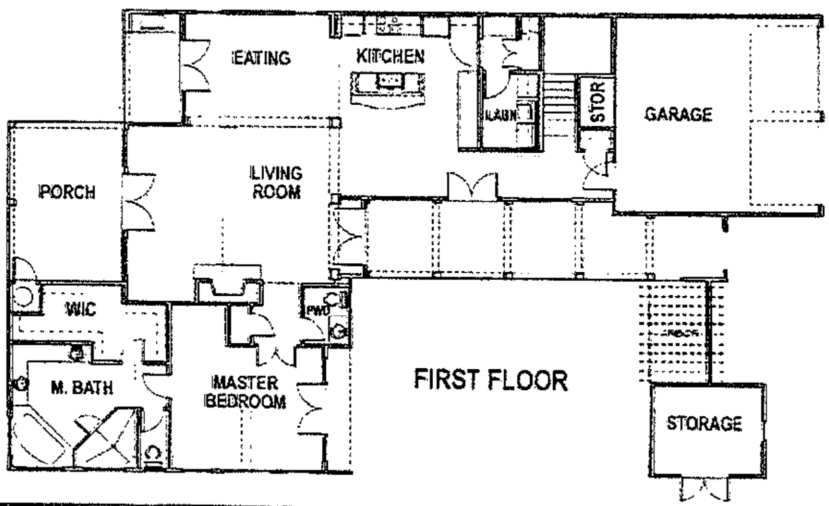
Chadwick HOMES INC.

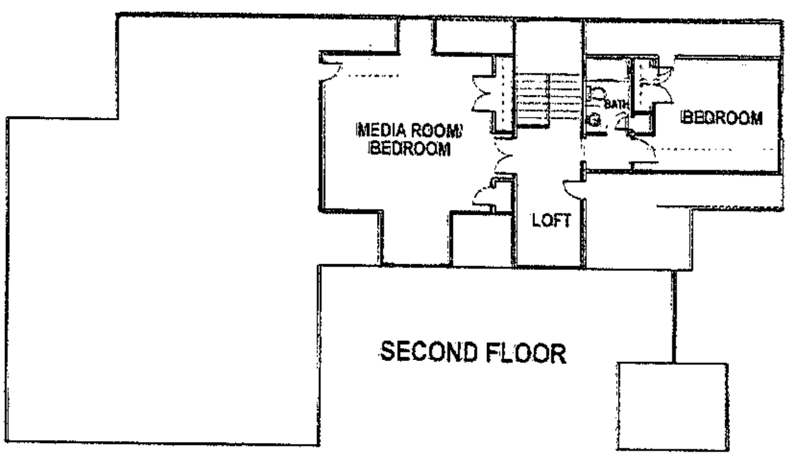
The TAMARACK





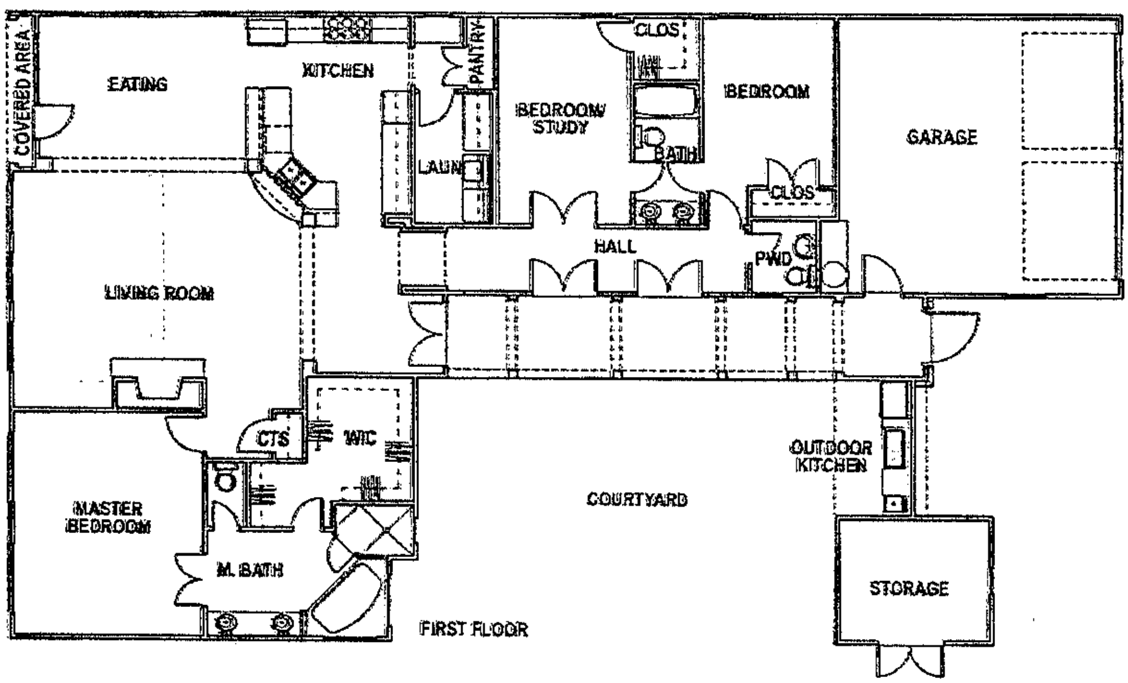
OPTIONAL MASTER BEDROOM
(WATER HEATER IN STORAGE BY GARAGE)

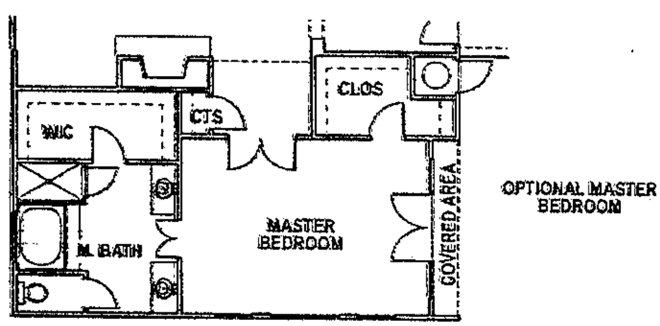




Chadwick
HOMES INC.

The CONEWAGO





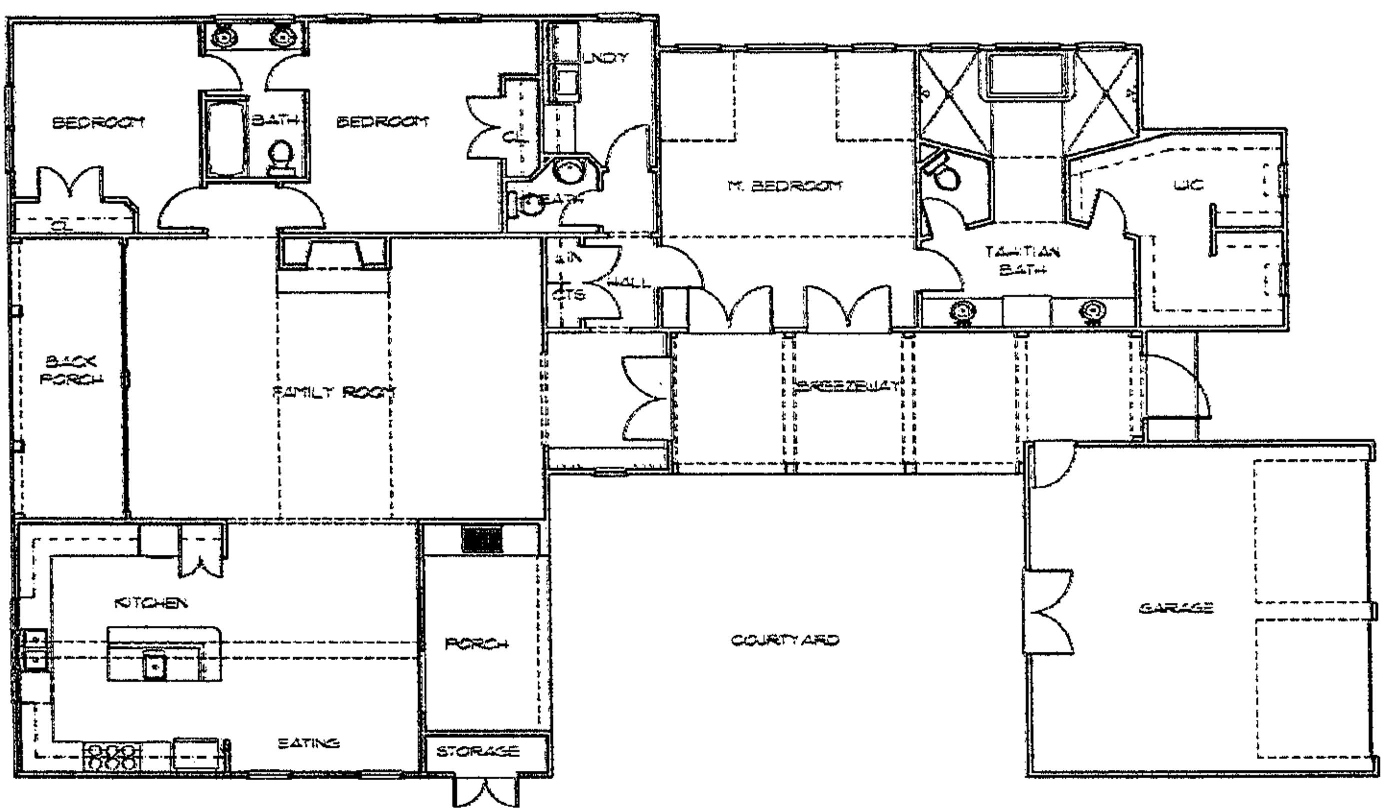
THE HOME SOURCE REALTORS

Sales and Marketing by The Home Source Realtors - Builder Services Group. 10/18/05

SUMMERGROVE AT NEWNAN

Chadwick HOMES INC.

The PAUPAKAN



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SUMMERGROVE AT NEWNAN

POSITION PAPER

Proposed Rezoning: Wilks/ Blocker tracts, Old Senoia Road
City Planner/ Zoning Administrator
January 12, 2006 David

Situation:

Mr. D. Chadwick Floyd of Chadwick Homes has acquired an interest in the 4.567-acre Wilks tract and the 3.884-acre Blocker tract on Old Senoia Road. Both parcels are currently zoned AR Agricultural Reserve. Mr. Floyd is proposing to combine both parcels and rezone the entire 8.451-acre tract to LUR Limited Use Residential to accommodate the development of a 23-lot single-family cluster subdivision. Because the property is not currently zoned for residential use, the Applicant is requesting that it be rezoned to an appropriate classification. A copy of the application is included as Attachment "A".

Facts:

1. The subject parcels are bordered on the south by the AMF Industrial Park, to the east by a 25'-wide City-owned greenbelt separating these tracts from the Ardenlee subdivision, to the north by the 6.2-acre Jones tract, and to the west by Old Senoia Road. An active CSX rail line is located immediately west of Old Senoia Road.

2. The industrial development to the south is zoned LI Limited Industrial, the Ardenlee subdivision is zoned GR-4 General Residential (4 units/ acre), and the Jones tract to the north is zoned AR Agricultural Reserve.

3. The recent update to the City's Land Use Plan reaffirmed the previous land use designation for these tracts, as well as the adjoining Jones tract to the north, as SFC Single Family, Cluster (Attachment "B").

4. The Land Use Plan update adopted by City Council on November 2, 1995 recommended that a new Land Use designation be developed for SFC Single-Family, Cluster residential, with the following stipulations: 1) No single cluster should exceed 12 acres in area; 2) Clusters should be separated from themselves and from other land uses with an undisturbed greenbelt buffer no less than 35 feet in width; 3) There should be an undisturbed greenbelt along major thoroughfares of at least 75 feet in width (some of this greenbelt can be on the right-of-way itself); 4) There should be an undisturbed greenbelt buffer along minor thoroughfares of at least 50 feet in width (some of this greenbelt can be on the

right-of-way itself); and 5) Individual home sites within a cluster project should be subject to the City's Landscape Ordinance.

5. The subject property could be developed in accordance with the GR-4 General Residential standards, with a maximum of four dwelling units per gross acre. This zoning would be similar to the adjoining Ardenlee subdivision and would yield a maximum of 32 lots. However, the City would be unable to assign site-specific zoning restrictions or increased buffering if the parcel was rezoned to GR-4.

6. The Applicant is proposing to develop the tracts under the LUR Limited Use Residential zoning criteria and has developed a concept plat for the overall site. The plat proposes to develop the site as a single-family detached cluster project with lots of approximately 7,500 SF in size and generous buffers around the perimeter of the site.

7. The entrance to the proposed subdivision would be located close to an existing driveway which has provided access to the property for many years. A new multi-use path would interconnect this subdivision to the existing multi-use path system within the Ardenlee subdivision through an existing greenbelt. Additionally, the Applicant has committed to constructing the tot lot on the parcel between Lots 25 and 29 within the Ardenlee subdivision.

8. At their meeting on August 22, 2005, the Planning Commission voted unanimously to recommend that the proposed rezoning be approved as submitted (Attachment "C").

9. At their meeting on October 6, 2005, City Council recommended that the project be continued to give the Applicant additional time to address a number of concerns they had with the proposed development (Attachment "D"). Since that time, the Applicant has revised the schematic layout to better address these concerns (Attachment "E").

Recommendation:

City Staff recommends that the proposed rezoning of the Wilks/ Blocker tracts on Old Senoia Road from AR Agricultural Reserve to LUR Limited Use Residential be forwarded to City Council with a recommendation that it be approved subject to the following understandings and conditions:

1. *The proposed rezoning applies to both the 4.567-acre Wilks tract and the 3.884-acre Blocker tract. A plat, which combines both parcels into one 8.451-acre tract, must be prepared and recorded prior to submittal of the concept plat.*
2. *The concept plat is intended only to suggest a concept and shall not be considered the final approved development plat. That plat must be prepared and approved as part of the regular plat approval process.*
3. *There shall be no more than 23 residential lots within the overall subdivision.*
4. *In addition to the 50' greenbelt adjacent to Old Senoia Road required by the City's Buffer Ordinance, all portions of the site identified on the concept plat as buffer area shall be deeded to the City and designated as greenbelt.*
5. *The Applicant shall provide colored renderings of the typical elevations of the homes, including exterior building materials, for review and approval as a part of the concept plat submittal process.*
6. *The side elevations of the homes on Lots 1, 22 and 23 visible from the internal roads shall include architectural detailing to avoid creating a blank wall facing the public streets.*
7. *All internal streets shall conform to current city design guidelines and standards for public streets. Additionally, the multi-use path connection shall be constructed to City standards.*
8. *Equipment for the proposed tot lot shall be submitted to and approved by the City's Recreation Department prior to installation.*
9. *The City Engineer shall approve the location of the entrance off of Old Senoia Road to assure adequate sight distance and other necessary safety considerations.*
10. *The developer shall be responsible for paying the Kedron service area impact fee in addition to the above additional project costs.*

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property: All that tract or parcel of land lying and being in Land Lot 155 of the 7th district of Fayette County and bounded by Easterly right of way of Old State Route No 74 (80' R-o-w); East along Jones property South along the western boundry of Ardenlee and West along the boundry of Big Chief Investments meetin back to Old State Rd 74.

This property is presently zoned: A-R

The proposed zoning classification is: ~~G-R~~ LVR

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

Signature: [signature]

Owner: (print) 3 F, LLC D. CHADWICK FLOYD (MEMBER)

Agent: (print)

Address: P.O. BOX 3590 P.T.C. GA. 30269

Phone: 770-~~719-9177~~ 487-2432 Date: 7-07-05

****

25x8=200 = $800.00

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

Signature: David E. Rast

Title: City Planner / Zoning Administrator

Date: 07-21-05

Request Number: 2005-05

Date of Planning Commission Public Hearing: August 8 2005

Date of City Council Public Hearing: September 1, 2005

07/01/01

RECEIVED JUL 8 2005

Jun 29 05 09:55a Tyler Morris 770-254-9380 p.3

Attachment "A"

Received
JUL 19 2005
Office of City Planner
Peachtree City, GA

WILKS & BLOCKER PROPERTY

LUR ZONING REQUEST

View From Old Senoia Road
(Looking North East)

RECEIVED JUL 1 9 2005

A Zoning Request For
Wilks & Blocker Properties

8.451 Acres on Old Senoia Road (AKA Old Highway 74)
Peachtree City, Georgia

CONTENTS:

Submitted By:
Chadwick Homes
PO Box 3590
Peachtree City, Georgia
770/719-9117

Prepared By:

Becky B. Morris
Landscape Architect
Planner
July, 2005

1.Introduction

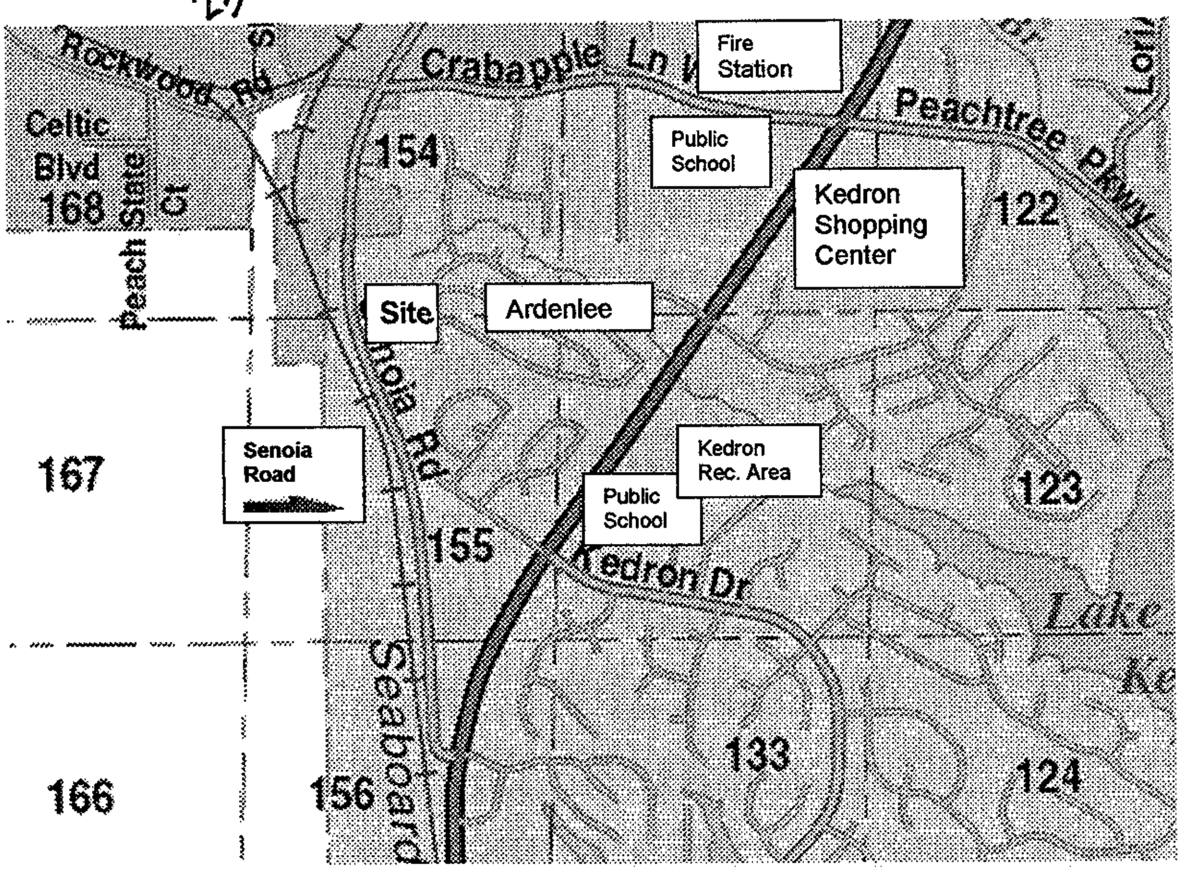
The existing properties near Georgia Highway 74 in the upper most northern quadrant of Peachtree City (Kedron Village area) are going through final land development. Activity in this area has occurred over the last several years, subdivisions built, shopping areas developed, public services improved, and new schools near by. Located on the western backside of the Ardenlee subdivision and facing Senoia Road, sits 8.45acres that is being requested for rezoning.

This area of land is currently two parcels, owned by the Wilks family at 4.567 acres and the Blocker parcel at 3.884 acres . The existing zoning is AR (Agricultural Reserve) which is the interim holding zoning category.

3.8

The request is to combine the two properties and rezone them to LUR (Limited-Use Residential) at a unit of ~~4~~ lots to the acre. The concept plan shows a total of ~~32~~ home lots This proposed zoning is consistent with the existing surrounding neighborhood Ardenlee, zoned GR4.

27



2. Proposal

Combining the two parcels into one neighborhood of 8.45 acres and rezoning from AR (Agricultural Reserve) to LUR (Limited-Use Residential) at 4 units per acre will allow for ~~32~~ 22 lots. The proposed concept plat illustrates the ~~32~~ 22 lots nested into the site with a total of 2.6 acres of dedicated city-owned greenbelt consisting of a 50' greenbelt along Senoia Road and 20' wide greenbelt that expands in many places along the sides and back. A storm water detention system will be designed in the southeast quadrant of the subdivision that is proposed to facilitate the most current standards for erosion control, storm water handling and will provide extra buffering between the lots (15 through 20) that back up to it. The development is oriented internally utilizing the outermost existing vegetation that can remain in the greenbelt. This is a concept that the City of Peachtree City has promoted and has been very successful in years past.

The homes along the west side of the neighborhood behind the 50' green belt, shall be designed with the knowledge that the railroad is across Old Senoia Road and extra insulation will be implemented into each home to aid in the reduction of noise from the passing train. The homes along the east side will have the proposed greenbelt of this subdivision and back up to the existing city owned greenbelt buffer from Ardenlee Subdivision, separating the lots by a minimum of 45 feet.

Approximately in the center and eastside of this neighborhood, the cart path connection is proposed. It will extend into Ardenlee Subdivision and through its connection this developer will construct, the tot lot in Ardenlee that was designated in this subdivision between lots 129 and 125 as shown on the proposal. This passive recreation will be an asset for both subdivisions to enjoy.

The entrance way is positioned carefully into the neighborhood for the best possible site distance and there will be no driveways accessed onto Senoia Road.

3. Analysis

Layout: The frontage of the combined properties along Senoia Road is about 640' long and about 526' deep in the center of the property. The combined parcels equal about 8.45 acres that are located in the upper northwest side of Peachtree City as a part of the Kedron Village.

The Land: The topography indicates that the property has its highest elevation about 933' on the Wilks tract about 200 feet from the northwest corner and continues sloping downward to the east and southeast across the Blocker parcel toward Big Chief Investments property and the southeast corner of Ardenlee. The storm water detention area is proposed along the southeast corner of the Blocker parcel to take advantage of this natural drainage pattern.

The Wilks site is totally vegetated with a mix of hardwood and pine trees. It is evident by the observation of berms or small ridges running parallel to the slope, this land was once farm land. There are no existing buildings on this parcel.

The Booker land is a home site that has the remains of a front yard, abandoned home with driveway and a wooded back yard. Both native and ornamental vegetation exist in an overgrown condition. There are a number of trees along the property line of both parcels that will be preserved to help buffer the back yards Ardenlee and the north and south side of the subdivision..

The Utilities: Utilities can be accessed through the connection into Ardenlee and at the entrance onto Old Senoia Road.

The Taxes: The taxes generated from the addition of 32 homes will generate more than the current housing situation. An example of the taxes could be:

32 New Homes X $250,000. = $8,000,000. X 40% (accessed) X 5.28 mils= <u>$16,896 PTC tax</u>

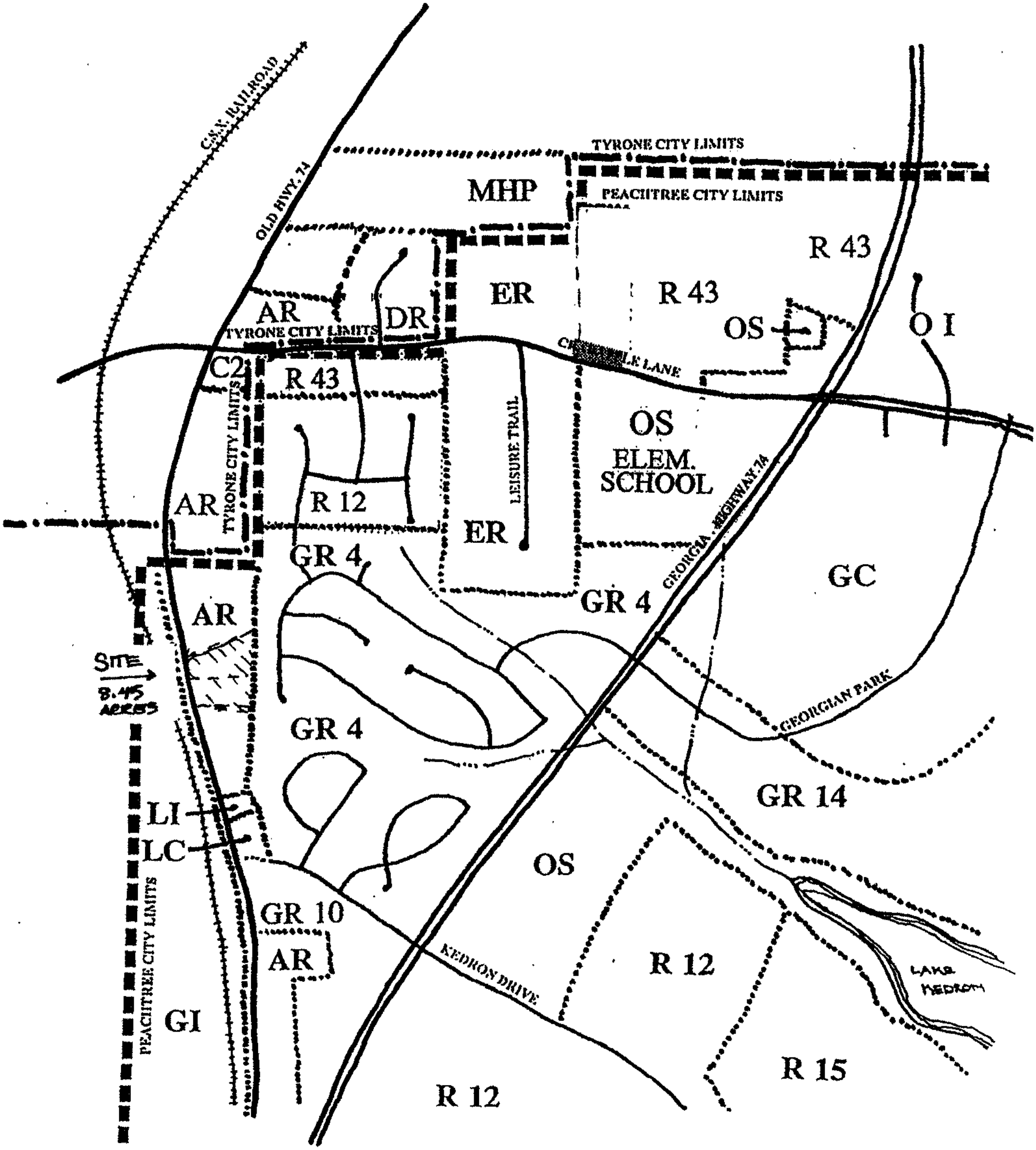
Police/Fire & EMS: The Emergency services are provided by the Sally Satterthwaite Fire Station #84. located on Crabapple Road and Highway 74.

Public Education: The Fayette County School system has two schools near the subdivision that can be accessed by the cart path system.

Recreation Program: The addition 32 homes will contribute to the Kedron impact fee that is in place. These moneys cover their share of the recreation program.

Environmental Protection: By building the home lots internally and preserving the greenbelt, the impact will be reduced then if each lot were clear cut. All water quality issues with the development will be in accordance with the most current requirements set by the City and the State.

Transportation: The opportunities of Peachtree City's cart path system are readily available to the residences of this subdivision for recreational and shopping travel. The traffic signal at GA Highway 74 and Crabapple will facilitate vehicular travel heading north on to Highway 74 and the intersection of Senoia Road and GA Highway 74 south can provide an access for the residences heading South on Highway 74.



EXISTING ZONING MAP

AR AGRICULTURAL RESERVE

NORTH BASED ON
D.B. 117, PG. 67

GEORGIA
REGISTERED
No. 2343
LAND SURVEYOR
LARRY C. SHIMSHACK

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 36,775 ft. and an angular error of .01" per angle point, and is UNADJUSTED. A GTS-211D was used to obtain linear and angular measurements.
It is my professional opinion, that this plat is true and correct representation of the land platted, has been prepared to meet the minimum standards and requirements of law, and has been computed for closure and has been found to be accurate within one foot in 100,000 ft.

LEGEND

A/C = AIR CONDITIONER
APF = ALUMINUM PIPE FOUND
B/L = BUILDING LINE
BOC = BACK OF CURB
CATV = CABLE TV BOX
CB = CATCH BASIN
C/L = CENTERLINE
CMF = CONCRETE MONUMENT FOUND
CO = CLEAN OUT
D.E. = DRAINAGE EASEMENT
DI = DROP INLET
FES = FLARED END SECTION
FH = FIRE HYDRANT
G/L = GAS LINE
G/T = GREASE TRAP
GV = GAS VALVE
HW = HEADWALL
IPS = IRON PIN SET (1/2" REBAR)
JB = JUNCTION BOX
L/P = LIGHT POLE
OH/P = OVERHEAD POWER
OH/P-T = OVERHEAD POWER & TELEPHONE
OH/T = OVERHEAD TELEPHONE
P.B. = POWER BOX
P/L = PROPERTY LINE
P.M. = POWER METER
P.O.B. = POINT OF BEGINNING
PP = POWER POLE
S.S.E. = SANITARY SEWER EASEMENT
S.M.H. = SANITARY SEWER MANHOLE
T/B = TELEPHONE BOX
WM = WATER METER
WV = WATER VALVE

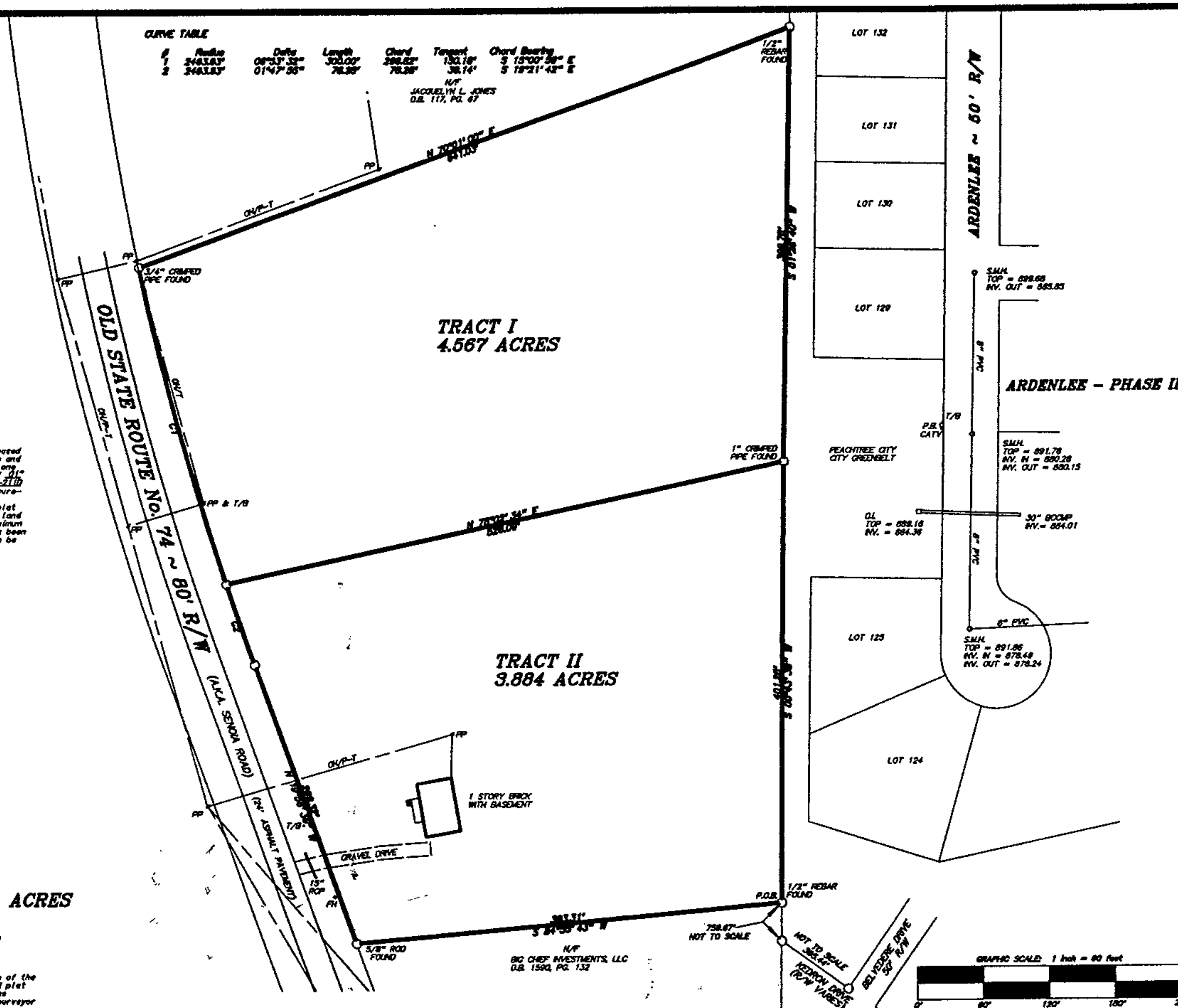
TOTAL AREA = 8.451 ACRES

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

This 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.

CURVE TABLE

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	2463.83'	06°53'32"	300.00'	299.82'	150.18'	S 15°00'58" E
2	2463.83'	01°47'55"	76.36'	76.36'	38.14'	S 19°21'42" E



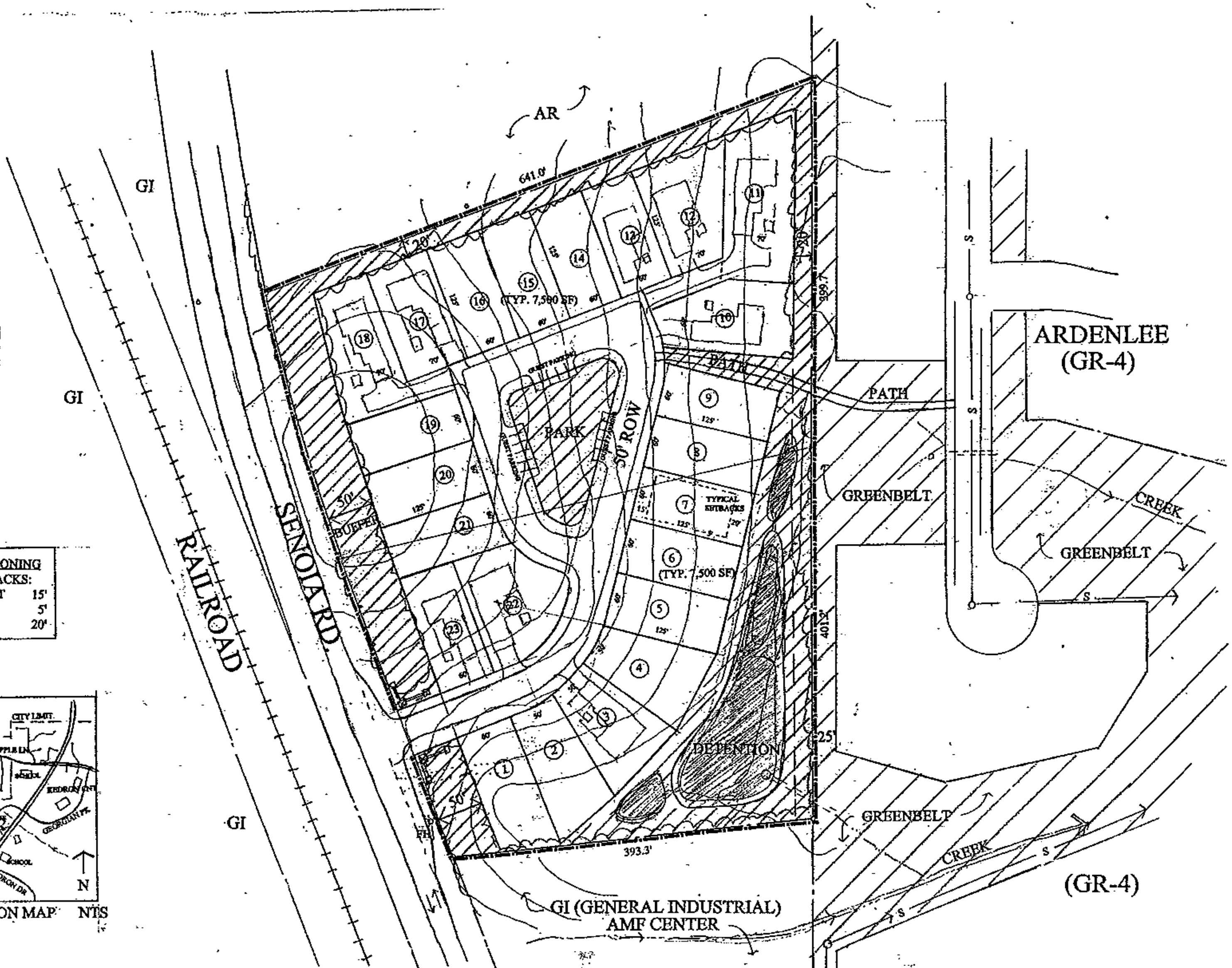
W.D. Gray and Associates, Inc.	PREPARED FOR: CHADWICK HOMES	LAND LOT: 155	DATE OF SURVEY: 05/18/05
land surveyors - planners		7th DISTRICT	DATE OF DRAWING: 07/07/05
103 WESTPARK DRIVE SUITE C PEACHTREE CITY GEORGIA 30269		FAYETTE COUNTY, GA.	REF:
PH. 770-486-7552 FAX 770-486-0496		SCALE: 1" = 60'	JOB NO. 0505040

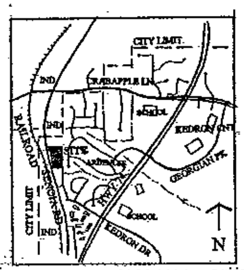
Received

DEC 2 2005

Office of City Planner
Peachtree City, GA

LUR ZONING
SETBACKS:
FRONT 15'
SIDE 5'
REAR 20'





LOCATION MAP NTS

PETERSON PLANNING

OWNER/DEVELOPER
CHADWICK HOMES, INC.
PO BOX 3590
PEACHTREE CITY, GA 30269

SENOIA ROAD
SINGLE FAMILY NEIGHBORHOOD
LL 35 7 TH DISTRICT
PEACHTREE CITY, GEORGIA

CONCEPTUAL PLAN
LUR ZONING
23 LOTS (TYPICAL 60' X 125')
8.45 ACRES

0 50' 100'

NOVEMBER 30, 2005

NORTH

Legal Description

All that tract or parcel of land lying and being in Land Lot 155 of the 7th District of Fayette County and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Northwesterly right-of-way of Belvedere Drive (50' right-of-way) and the North-easterly right-of-way of Kedron Drive (right-of-way varies); THENCE in a North-westerly direction along the Northeasterly right-of-way of Kedron Drive a distance of 395.44 feet to a point on the west line of a Peachtree City City Greenbelt; THENCE leaving the right-of-way of Kedron Drive in a Northerly direction along the West line of said City Greenbelt a distance of 759.67 feet to a 1/2" rebar and the POINT OF BEGINNING; THENCE leaving said City Greenbelt South 84 degrees 55 minutes 43 seconds West a distance of 393.31 feet to a 5/8" rod on the Easterly right-of-way of Old State Route No. 74 (80' right-of-way); THENCE along said right-of-way the following courses and distances: North 19 degrees 56 minutes 39 seconds West a distance of 269.32 feet to a point on a curve; THENCE along a curve to the right having a radius of 2,493.93 feet, a delta of 08 degrees 41 minutes 27 seconds, an arc length of 378.28 feet, and a chord which bears North 15 degrees 54 minutes 56 seconds West having a chord distance of 377.92 feet to a 3/4" crimped pipe;THENCE leaving the right-of-way of Old State Route No. 74 North 70 degrees 01 minutes 00 seconds East a distance of 641.03 feet to a 1/2" rebar; THENCE South 01 degrees 26 minutes 40 seconds West a distance of 399.78 feet to a 1" crimped pipe; THENCE South 00 degrees 43 minutes 39 seconds West a distance of 401.28 feet to a 1/2" rebar and the POINT OF BEGINNING, and containing 8.451 acre(s) of land, more or less.

Adjacent Property Owners

Michael Chang, 178 Ardenlee Peachtree City, GA 30269
Kevin& Sonya Snyder, 176 Ardenlee, Peachtree City, GA 30269
Debra Wigner , 174 Ardenlee, Peachtree City, GA 30269
Stephen & Laura Jones, 172 Ardenlee, Peachtree City, GA 30269
Alen & Maria Cordeiro, 168 Ardenlee, Peachtree City, GA 30269
Geo & Kathern DeLa Torre, 166 Ardenlee , Peachtree City, GA,30269
Dave Archbold, 164 Ardenlee, Peachtree City, GA, 30269
Martin & Maria Giorgi, 162 Ardenlee, Peachtree City, GA30269

Eric Scheulin, 500 Dunnella Lane Peachtree City, GA 30269
Joseph Maskery, 260 Clifton Lane Peachtree City, GA 30269

Big Chief Investments, 802 London Lane Peachtree City, GA 30269

Martha Lee, 13177 Panhandle Road, Hampton, GA 30228

City of Peachtree City, 300 Willowbend Road, Peachtree City, GA 30269

KEDRON K-VIII					KEDRON NORTHWEST NEIGHBORHOOD
	Tract	Existing Land Use	Proposed Land Use	Existing Zoning	Notes
1.000	Carmichael Funeral Home	OFF	OFF	OI	
2.000	Senoia Road Residential Tracts:				
2.001	Grantham	OFF	OFF	AR	Potential Limited Use
2.002	Robinson	OFF	OFF	AR	Potential Limited Use
2.003	McGill	OFF	OFF	AR	Potential Limited Use
2.004	Wilson	OFF	OFF	AR	Potential Limited Use
3.000	Amli Apartments	MF	MF	GR-10	
4.000	Undeveloped, Pathway	COM	COM	LC	
5.000	Industrial Tract	IND	IND	LI	
6.000	Senoia Road Residential Tracts:				
6.001	Residence	SFC	SFC	AR	Potential Limited Use
6.002	Residence	SFC	SFC	AR	Potential Limited Use
7.000	Ardenlee Park	SFM	REC	GR-4	Adjust Zoning to OS
8.000	St. Paul's Lutheran Church/School	MF	CS	GR-4	Adjust Zoning to OS
9.000	Ardenlee S/D	SFC	SFC	GR-4	
10.000	Sagamore S/D	SFC	SFC	GR-4	
11.000	Belvedere S/D	SFC	SFC	GR-4	

Attachment "B"

EXCERPT OF MINUTES

OF PLANNING COMMISSION MEETING

August 22, 2005

PH-05-07 Proposed Rezoning, Wilks / Blocker Tracts, Old Senoia Road.

Mr. Chad Floyd was in attendance to represent Chadwick Homes. He was interested in the 4.567-acre Wilks tract and the 3.883-acre Blocker tract on Old Senoia Road. Mr. Floyd was proposing the combination of both parcels and rezoning the entire 8.451-acre tract to LUR Limited Use Residential from the current zoning of AR Agricultural Reserve. The subdivision would include 32 lots.

Mr. Rast stated the City's Land Use Plan designated both tracts as SFC single-family cluster, and that the proposed subdivision was in conformance with this designation. One benefit of utilizing the LUR Limited Use Residential zoning classification would be the ability to impose site-specific restrictions on the subdivision. He indicated this would not be possible if the property was zoned GR-4 or GR-12, which was the zoning of the adjoining Ardenlee and Sagamore subdivisions.

Mr. Rast presented a PowerPoint presentation showing the tracts of land and the schematic layout of the subdivision. The plat provided a 25-foot greenbelt to separate the tracts from the Ardenlee subdivision. He also identified an existing 25'-wide greenbelt behind the existing lots in Ardenlee, which would allow for a 50' greenbelt separating the two subdivisions. The schematic plat identified additional green space around the perimeter of the subdivision, and Mr. Rast recommended that all areas not platted as residential lots be dedicated to the City as greenbelt. He pointed out that the Town of Tyrone had recently zoned property immediately adjacent to the Crabapple Woods subdivision for industrial uses, and that warehouses were being constructed adjacent to these homes.

Mr. Rast further stated that the Applicant was proposing a single-access drive off of Old Senoia Road, as well as a multi-use path connection to the existing path system within Ardenlee. The Applicant had committed to installing a tot lot on the City-owned tract within Ardenlee that had been designated as a tot lot location for some time.

Mr. Payton inquired as to where lots 1, 6, 29 and 32 were located. Mr. Rast showed where the lots were and stated that the lots were multiple frontage lots and Staff would like for the sides of these homes to include additional architectural detailing rather than a blank wall adjacent to the street.

Mr. Rast stated that impact fees for the Kedron service area would apply when the final plat was recorded. Mr. Johnson asked that the impact fee be explained. Mr. Rast stated that Peachtree City adopted impact fees in the early to mid 90's, and service areas were established within the City and specific projects were identified. In Kedron some of the fees were used for road improvements, recreation, the police station, the library and others. The fee for each lot was $1,283.00.

No one else spoke in favor of or in opposition to the proposed rezoning.

Mr. Floyd stated that they were still investigating the noise infiltration from the railroad, and would most likely utilize soundproof windows and cellulose type insulation. He also noticed that the train did go by, but it did not blow the horn near the proposed neighborhood.

Mr. Mullin inquired as to who determined the length of the deceleration lanes. Mr. Rast responded that would be reviewed by the City Engineer as a part of the plat review process, and he would be working closely with the Civil Engineer for Chadwick Homes to ensure this was a safe intersection. Mr. Mullin also asked what the industrial setback was next to a subdivision. Mr. Rast responded that there was a 75-foot building setback. He also stated that there was a 20-foot buffer for residential use.

Mr. Mullin also asked what size the homes would be, and Mr. Floyd responded the homes would range from 2,200 SF to 2,900 SF. Mr. Mullin also asked if there was a minimum size requirement for homes within the City. Mr. Rast stated he was not certain this was identified, and Mr. Mullin said the City should develop guidelines for minimum size requirements. After reviewing the Zoning Ordinance, Mr. Rast confirmed that minimum size requirements were indeed included in each zoning district. For detached single-family homes within the GR-4 zoning district, the minimum size requirement was 800 SF and within the LUR zoning district the minimum size requirement was 1,000 SF.

After discussion, a motion was made by Mr. Green, seconded by Mr. Johnson, and unanimously adopted to forward to City Council the proposed rezoning of the Wilks / Blocker Tracts on Old Senoia Road from AR to LUR with a recommendation for approval subject to the following conditions:

1. *The proposed rezoning applies to both the 4.567-acre Wilks tract and the 3.884-acre Blocker tract. A plat, which combines both parcels into one 8.451-acre tract, must be prepared and recorded prior to submittal of the concept plat.*

2. *The concept plat is intended only to suggest a concept and shall not be considered the final approved development plat. That plat must be prepared and approved as part of the regular plat approval process.*
3. *There shall be no more than 32 residential lots within the overall subdivision.*
4. *In addition to the 50' greenbelt adjacent to Old Senoia Road required by the City's Buffer Ordinance, all portions of the site identified on the concept plat as buffer area shall be deeded to the City and designated as greenbelt.*
5. *The Applicant shall provide colored renderings of the typical elevations of the homes, including exterior building materials, for review and approval as a part of the concept plat submittal process.*
6. *The side elevations of the homes on Lots 1, 6, 29 and 32 visible from the internal roads shall include architectural detailing to avoid creating a blank wall facing the public streets.*
7. *All internal streets shall conform to current city design guidelines and standards for public streets. Additionally, the multi-use path connection shall be constructed to City standards.*
8. *Equipment for the proposed tot lot shall be submitted to and approved by the City's Recreation Department prior to installation.*
9. *The City Engineer shall approve the location of the entrance off of Old Senoia Road to assure adequate sight distance and other necessary safety considerations.*
10. *The developer shall be responsible for paying the Kedron service area impact fee in addition to the above additional project costs.*

EXCERPT FROM MINUTES

CITY COUNCIL MEETING

October 6, 2005

Old Agenda Items

09-05-15 Public Hearing – Consider Rezoning Wilks/Blocker Tracts, Old Senoia Road, (AR to LUR)

Becky Morris represented the applicant, Chad Floyd of Chadwick Homes. She noted that the property was located in the upper most quadrant of the City in the Kedron Village area. The site faced Old Senoia Road and was located on the western backside of the Ardenlee subdivision. The 8.45-acre parcel was two tracts, the 4.5-acre Wilks tract and the 3.8-acre Blocker tract. The request was to combine the tracts and rezone the entire parcel from Agricultural Reserve (AR) to Limited Use Residential (LUR) at a density of four lots to the acre. The concept plan showed 32 home lots. Morris said the proposed rezoning was consistent with Ardenlee, which was zoned General Residential-4 (GR-4). She continued that 2.6 acres would be dedicated to the City consisting of a 50-foot greenbelt along Old Senoia Road, and a 20-foot wide greenbelt that expanded in some areas along the sides and rear of the property.

Morris continued that a stormwater detention area would be in the southeast corner and would be designed to meet the most current standards for erosion control and water quality, as well as provide extra buffering between the subdivision and Ardenlee. The homes along the westside would have knowledge of the railroad tracks across Old Senoia Road. She noted that extra insulation would be added to homes in that area to aid in noise reduction. There would be a minimum 45-foot separation between the lots and the adjacent homes in Ardenlee. The proposed path connection would be on the center east side, which would also follow the utility access into Ardenlee. The developer would also construct the tot lot in Ardenlee. The passive recreation would be an asset for both subdivisions. There would be no driveway access directly onto Old Senoia Road. The land north of the parcel was designated AR and was land used multi-family. The land to the south was Limited Use Industrial. The land in the City to the west was zoned Industrial. Morris continued that the proposed rezoning would be a nice step-down land use category. It would also guarantee some green along Old Senoia Road.

Brown asked what would block the noise from the train. Morris said there were lots of large pines and smaller understory growth such as dogwoods and sweetgums. She pointed out that the railroad track was lower than the grade of the street in the area, which provided a natural berm.

Phyllis Aguayo asked about the lot size. She pointed out that once 2.6 acres, roads, and tot lot was removed from the total for greenbelt, that the lot size would be a lot less than ¼ acre each for 32 houses. She also questioned how the property was addressed in the Land Use Plan. She asked how actual step-down zoning was addressed, and added that the City's borders were supposed to be less dense.

Attachment "D"

City Planner David Rast addressed Council. He said the parcels had been undeveloped for years. He showed the location on an aerial map and noted the surrounding uses. The parcels had been addressed when the Land Use Plan was updated. He continued that a rezoning request was in the works for the AMF industrial park, but the application had not been received. The Land Use Plan designated the parcels as single-family cluster with the potential to rezone to limited use, which was what the applicant was proposing. The applicant's proposal was consistent with the Land Use Plan. The plan was modified based on comments from the Planning Commission. The proposed homes were similar to those in Ashton Park, which was a very successful development.

Rast continued that a 50-foot buffer was required along Old Senoia Road that would be deeded to the City. The developer also planned to increase the buffer along the rear anywhere from 25 to 40 feet. Those areas would be deeded to the City as greenbelt. There would be a natural buffer around the subdivision. There would be a 50-foot wide greenbelt between the proposed subdivision and Ardenlee. Some of the homeowners in Ardenlee had cleared some of their 25-foot greenbelt area. Rast said the property owners were being notified about the violation. The northern tract was heavily wooded. The southern tract had an existing structure that would be removed, and was also wooded. The southern tract's curb cut would be removed. There would be a single access to the subdivision at the crest of the hill. The developer had agreed to work on the homes in the area of the railroad tracks to baffle the sound.

Rast said staff recommended approval of the request with the conditions listed. The rezoning would stop the industrial growth from Tyrone and would provide a nice entrance to the City. Rast continued that the original proposal had been for GR-4 zoning, but the LUR designation was a better fit. The LUR designation provided the opportunity for additional greenbelt. The parcels were zoned AR and land used for cluster residential. Rapson said that cluster could mean anything from GR-4 to ER (Estate Residential). Anyone of those would fall under single family. Rast said the definition of cluster lots included three to five lots per acre. Rapson added that when people heard the word, "cluster," they heard density. Rutherford noted that the purpose of the cluster was to pull the houses together. The lots would be small. Rapson said it would be the same density as GR-4. Rast added there would be no buffers. Rapson said they could zone it GR-4 and place conditions that would get back to the same plan.

Brown asked if the stormwater drainage would cause problems on the back end of Ardenlee. City Engineer Dave Borkowski said the plan would have to comply with the Georgia Stormwater Management Plan, which was very restrictive. Staff would ensure it complied when reviewing the site plan. Rast said the greenbelt was wide with flowing streams. The current state guidelines required there be no impact on those downstream. Rapson said the detention pond looked bigger than the cul-de-sac. Rast said he did not know how big the pond would be. The drawings showed the general location and shape for the detention pond, but the engineering had not been done to determine how large or what shape was needed. A lot of things could be done to soften the impact of the pond. Borkowski added there were a lot of things to look at, and he would to look at the engineering for the detention pond.

Rutherford said there had been attention paid to the tot lot, but not to the egress. There would be only one way in and out on Old Senoia Road. Brown expressed concern over the sight lines on

Old Senoia Road with the two bends on the road. He said there could be a problem with cars coming from Tyrone at a fast clip, especially if traffic on the road increased. Rast explained that staff had asked them to show the road coming in at the highest point of the parcel, which was the crest of the curve. With the two tracts combined, the entrance location was the best for sight lines and engineering-wise. Rast said they had discussed a connection to Ardenlee. The developer had talked with the Ardenlee Homeowners Association, but Ardenlee was not interested. Rutherford said a connection between the two subdivisions would provide both with an alternative. If there was a disaster, there would be no way out.

Floyd said the lots would be 5,500 square feet, and houses would start at 2,000 square feet to about 3,200 square feet.

Rapson said they were not just talking about these two lots, but the entire length of the road. The parcels were bordered by AR lots to the north and south. The area included in the proposed annexation was to the west. The lots were adjacent to GR-4. Rapson said he understood the reasoning behind the LUR, but said R-43 would be more appropriate. There would be eight homes, not 32. For him, it was a question of density. Depending on whether the remaining tracts in the area (approximately 20 acres) were developed as GR-4 or R-43, there could be another 22 to 90 homes.

Morris pointed out that the zoning on the adjacent property in Tyrone was AR. Rutherford said there was step-down zoning in Kedron, where the developer wanted much higher density. Step-down meant fewer homes, not 32 homes. Rapson said either Council followed the land use plan principals or not.

Brown said he was also concerned about the bends in the road from a safety standpoint. He said residents that lived off similar roads were complaining they could not get out of their subdivisions safely, and this development would just exacerbate the problem. More people would be trying to get in and out. He said it would be a better option to hook into Ardenlee so there would be another way out with a light.

Weed noted that he was a resident of Ardenlee. He had spoken to the City Attorney regarding a possible conflict, and he did not have a conflict so he would vote on the issue.

Brown asked Morris if she had read and agreed with the 10 staff recommendations. Morris said yes. Morris showed Council a sketch that showed the topographical measurements with a cut-through road into Ardenlee. Brown asked Morris how that scenario would work. Morris explained that the topography gently leveled off, so it would be easy to bring a road through and still have greenbelt on either side since there would not be much grading. Morris continued that the detention area flowed directly into the greenbelt between Ardenlee and the subdivision to the south. The drainage would not go between or beside anyone's lot, but directly into the greenbelt.

Rapson said the parcel was a tough piece of land, but he could not support what was in front of him. He wanted the developer to cut a road through to Ardenlee and increase the buffering. He said R-22 might be palatable, but not GR-4, just because of the density.

Weed reminded everyone that the Ardenlee residents needed to be consulted before Council had the developer put a road through the subdivision. He said Harrell v. Lil' Pup was a similar situation. The cul-de-sac neighbor sued to keep the same thing from happening. He would only support a road if the density were less in the area. The proposal was simply too dense for step-down zoning.

Brown said the City needed to get out of the collector into the cul-de-sac mode. Rapson said the road was a deal breaker for him. Brown noted that there had been a similar situation with Cardiff Park and Planterra. The road was tied into Planterra Way. The people in the proposed subdivision would have a problem in 10 years as the population grew in Tyrone. Morris asked if the proposed bridge over the railroad track would end at Old Senoia Road. Brown and Rapson said it would go over to 74. Morris said if that happened she did not see how the traffic would be such an impact. The traffic was very light. The road was not heavily traveled. Weed said the plan would bring at least 64 cars. The tentative OI application coming in would become residential, and the traffic would increase. Morris said the traffic would increase, but it was still not heavily traveled. The curve was gentle and the sight distance was good. Brown said there was a lot changing in the traffic patterns. He wanted to see less density and another egress. Rapson said he was not in favor of changing the character of the Ardenlee subdivision just because the City owned the land. He also did not want the developer to work on something that would not happen. Most people thought that area would be office-institutional, not residential. Morris said they were just following the Land Use Plan.

Rapson moved to deny the rezoning request as presented. Rutherford seconded.

Kourajian asked how many ways there were to get out of Ardenlee. Weed said there was a back way out to Crabapple and GA 74, where there was a traffic signal.

Rast asked if Council could continue the rezoning, rather than deny it, to give the developer time to explore the larger lots and possible connection to Ardenlee. Rapson withdrew his motion.

Rapson moved to continue the rezoning request for at least 90 days. Rutherford seconded. The motion carried unanimously.

REVISED CONCEPT PLAN COMPARISON
SENOIA ROAD
CHADWICK HOMES, INC.
November 30, 2005

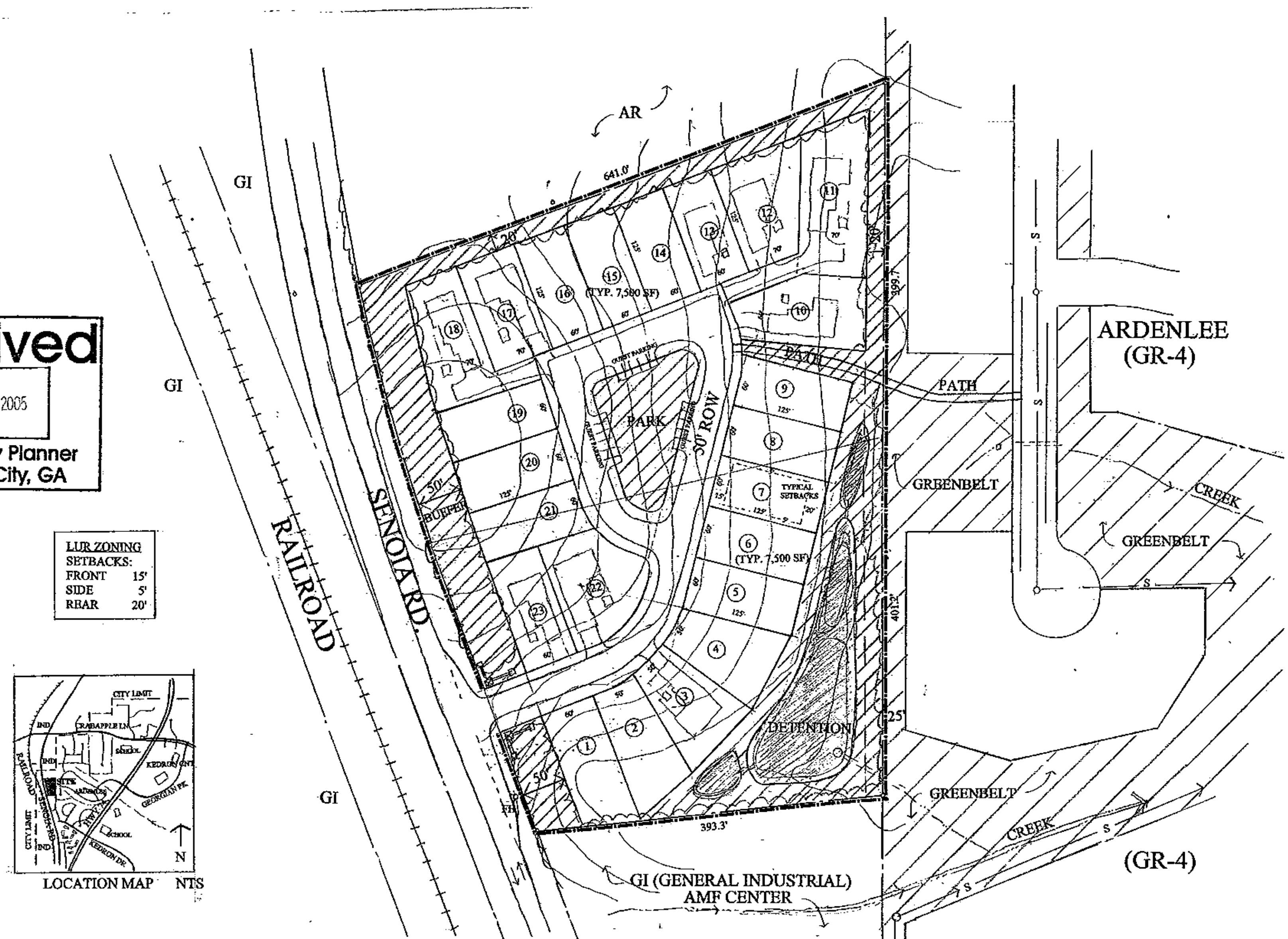
	PROPOSAL	OLD PLAN
Acres	8.4 Ac.	8.4 Ac
Lots	23	32
Lot Width	60'	50'
Lot Depth	125'	110'
Density	2.7 Du/Ac	3.8 Du/Ac
Park, Buffer, Detention and Streets	3.6 Ac.	3.6 Ac.
House size (Average)	2,600 SF	1,800 SF
Setbacks	Front 15'	15'
	Side 5'	5'
	Rear 20'	20'

Attachment "E"

Received

DEC 2 2005

Office of City Planner
Peachtree City, GA



"Proposed"

PETERSON PLANNING

OWNER/DEVELOPER
CHADWICK HOMES, INC.
PO BOX 3590
PEACHTREE CITY, GA 30269

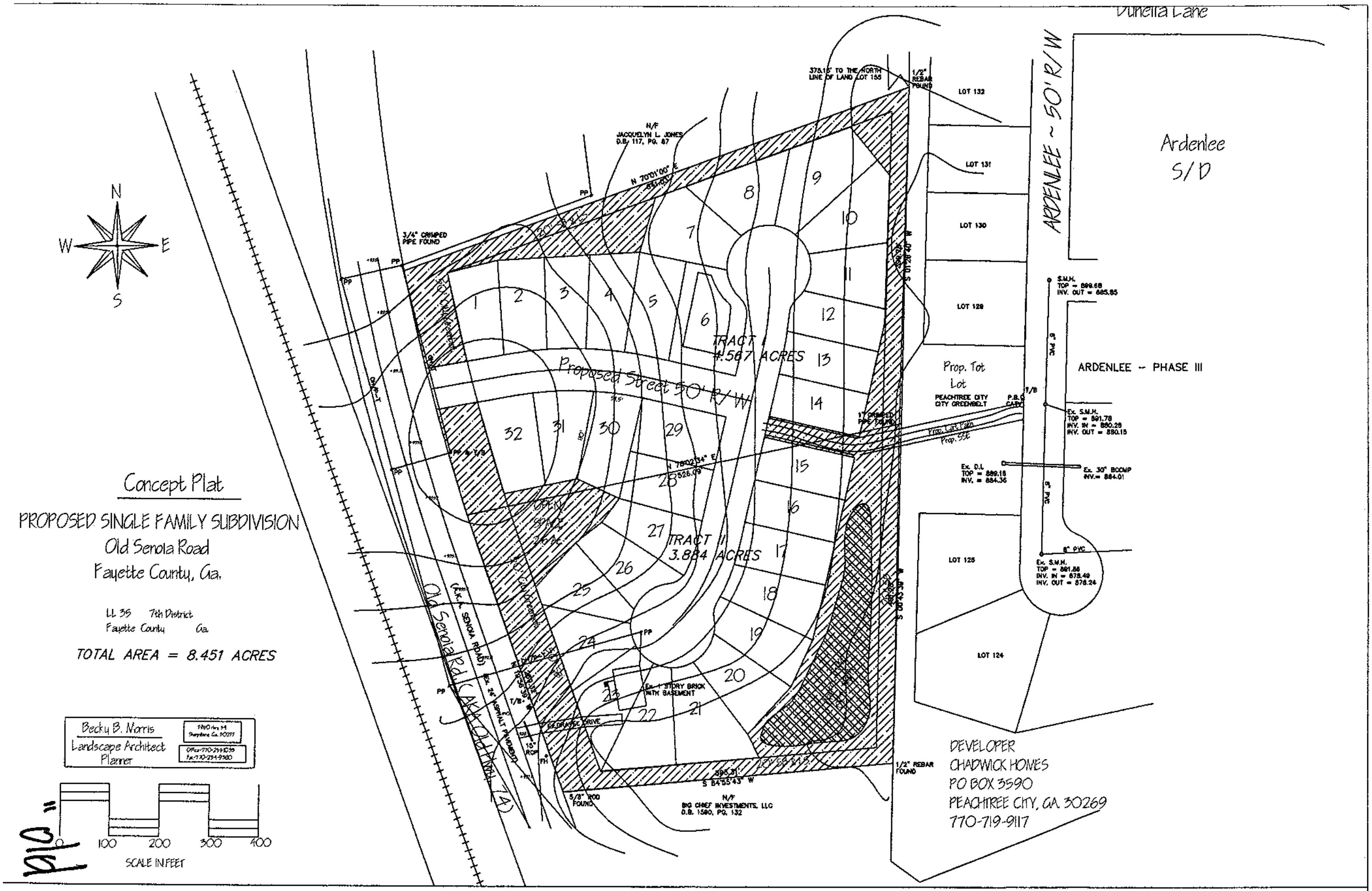
SENOIA ROAD
SINGLE FAMILY NEIGHBORHOOD
LL 35 7 TH DISTRICT
PEACHTREE CITY, GEORGIA

CONCEPTUAL PLAN
LUR ZONING
23 LOTS (TYPICAL 60' X 125')
8.45 ACRES

0 50' 100'

NOVEMBER 30, 2005

NORTH



Dunella Lane
ARDENLEE ~ 50' R/W
Ardenlee S/D
ARDENLEE ~ PHASE III
LOT 132
LOT 131
LOT 130
LOT 129
LOT 125
LOT 124
N
W
E
S
N/F JACQUELYN L. JONES D.B. 117, PG. 87
3/4" CRIMPED PIPE FOUND
1/2" REBAR FOUND
Proposed Street 50' R/W
TRACT I 4.567 ACRES
TRACT II 3.884 ACRES
OPEN SPACE
Prop. Tot Lot
PEACHTREE CITY CITY GREENBELT
Prop. Cart Path
Ex. 1 STORY BRICK WITH BASEMENT
EX GRAVEL DRIVE
5/8" ROD FOUND
N/F BIG CHIEF INVESTMENTS, LLC D.B. 1580, PG. 132
Old Senoia Rd (AKA Old Hwy 74)
Concept Plat
PROPOSED SINGLE FAMILY SUBDIVISION
Old Senoia Road
Fayette County, Ga.
LL 35 7th District
Fayette County Ga.
TOTAL AREA = 8.451 ACRES
Becky B. Norris
Landscape Architect
Planner
0
100
200
300
400
SCALE IN FEET
DEVELOPER
CHADWICK HOMES
PO BOX 3590
PEACHTREE CITY, GA 30269
770-719-9117

"old plan"

Ordinance Number ________ (LUR-12)

AN ORDINANCE TO AMEND THE PEACHTREE CITY ZONING ORDINANCE TO REZONE THE 4.567-ACRE WILKS TRACT AND THE 3.885-ACRE BLOCKER TRACT ON OLD SENOIA ROAD FOR A SINGLE-FAMILY DETACHED CLUSTER NEIGHBORHOOD, AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that a 4.5669-acre parcel and an adjoining 3.8845-acre parcel on Old Senoia Road be rezoned from their current designation of AR Agricultural Reserve to LUR Limited Use Residential by amending Section 1013A Specific limited-use residential districts and adding Section 1013A.12 as follows:

Two tracts of property described below shall be rezoned from their present classification of AR Agricultural Reserve to LUR Limited Use Residential. Said properties are more particularly described as follow

Wilks tract:

All that tract or parcel of land lying and being in Land Lot 155 of the 7th District of Fayette County and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Northwesterly right-of-way of Belvedere Drive (50' right-of-way) and the Northeasterly right-of-way of Kedron Drive (right-of-way varies); THENCE in a Northwesterly direction along the Northeasterly right-of-way of Kedron Drive a distance of 395.44 feet to a point on the west line of a Peachtree City City Greenbelt; THENCE leaving the right-of-way of Kedron Drive in a North direction along the West line of said City Greenbelt a distance of 759.67 feet to a 1/2" rebar; THENCE continuing along said City Greenbelt North 00 degrees 43 minutes 39 seconds East a distance of 401.28 feet to a 1" crimped pipe and the POINT OF BEGINNING; THENCE leaving said City Greenbelt South 78 degrees 02 minutes 34 seconds West a distance of 526.09 feet to a point on the Easterly right-of-way of Old State Route No. 74 (80' right-of-way); THENCE along said right-of-way along a curve to the right having a radius of 2,493.93 feet, a delta of 06 degrees 53 minutes 32 seconds, an arc length of 300.00 feet, and a chord which bears North 15 degrees 00 minutes 59 seconds West having a chord distance of 299.82 feet to a 3/4" crimped pipe; THENCE leaving the right-of-way of Old State Route No. 74 North 70 degrees 01 minutes 00 seconds East a distance of 641.03 feet to a 1/2" rebar on the west line of a Peachtree City Greenbelt; THENCE along said City Greenbelt South 01 degrees 26 minutes 40 seconds West a distance of 399.78 feet to a 1" crimped pipe and the POINT OF BEGINNING, and containing 4.567 acre(s) of land, more or less.

Blocker tract:

All that tract or parcel of land lying and being in Land Lot 155 of the 7th District of Fayette County and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Northwesterly right-of-way of Belvedere Drive (50' right-of-way) and the Northeasterly right-of-way of Kedron Drive (right-of-way varies); THENCE in a Northwesterly direction along the Northeasterly right-of-way of Kedron Drive a distance of 395.44 feet to a point on the west line of a Peachtree City City Greenbelt; THENCE leaving the right-of-way of Kedron Drive in a North direction along the West line of said City Greenbelt a distance of 759.67 feet to a 1/2" rebar and the POINT OF BEGINNING; THENCE leaving said City Greenbelt South 84 degrees 55 minutes 43 seconds West a distance of 393.31 feet to a 5/8" rod on the Easterly right-of-way of Old State Route No. 74 (80' right-of-way); THENCE along said right-of-way the following courses and distances: North 19 degrees 56 minutes 39 seconds West a distance of 269.32 feet to a point on a curve; THENCE along a curve to the right having a radius of 2,493.93 feet, a delta of 01 degrees 47 minutes 55 seconds, an arc length of 78.28 feet, and a chord which bears North 19 degrees 21 minutes 42 seconds West having a chord distance of 78.28 feet to a point; THENCE leaving the right-of-way of Old State Route No. 74 North 78 degrees 02 minutes 34 seconds East a distance of 526.09 feet to a 1" crimped pipe on the west line of a Peachtree City City Greenbelt; THENCE along said City Greenbelt South 00 degrees 43 minutes 39 seconds West a distance of 401.28 feet to a 1/2" rebar and the POINT OF BEGINNING, and containing 3.884 acre(s) of land, more or less.

A survey of both parcels is shown as Exhibit "A" and a general development concept is shown as Exhibit "B", both of which are included with this ordinance as attachments.

The overall development of the tract is subject to the following conditions:

1. The proposed rezoning applies to both the 4.567-acre Wilks tract and the 3.884-acre Blocker tract. A plat, which combines both parcels into one 8.451-acre tract, must be prepared and recorded prior to submittal of the concept plat.
2. The concept plat is intended only to suggest a concept and shall not be considered the final approved development plat. That plat must be prepared and approved as part of the regular plat approval process.
3. There shall be no more than 23 residential lots within the overall subdivision.
4. In addition to the 50' greenbelt adjacent to Old Senoia Road required by the City's Buffer Ordinance, all portions of the plat identified on the

concept plat as buffer area shall be deeded to the City and designated as greenbelt.

5. The Applicant shall provide colored renderings of the typical elevations of the homes, including exterior building materials, for review and approval as a part of the concept plat submittal process.

6. The side elevations of the homes on Lots 1, 22 and 23 visible from the internal roads shall include architectural detailing to avoid creating a blank wall facing the public streets.

7. All internal streets shall conform to current city design guidelines and standards for public streets. Additionally, the multi-use path connection shall be constructed to City standards.

8. Equipment for the proposed tot lot shall be submitted to and approved by the City's Recreation Department prior to installation.

9. The City Engineer shall approve the location of the entrance off of Old Senoia Road to assure adequate sight distance and other necessary safety considerations.

10. The developer shall be responsible for paying the Kedron service area impact fee in addition to the above additional project costs.

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

Done, Ratified, and passed this ___th day of ____________, 2006.

____
Harold Logsdon, Mayor

____

____

____

____

Attest: ______________________
City Clerk

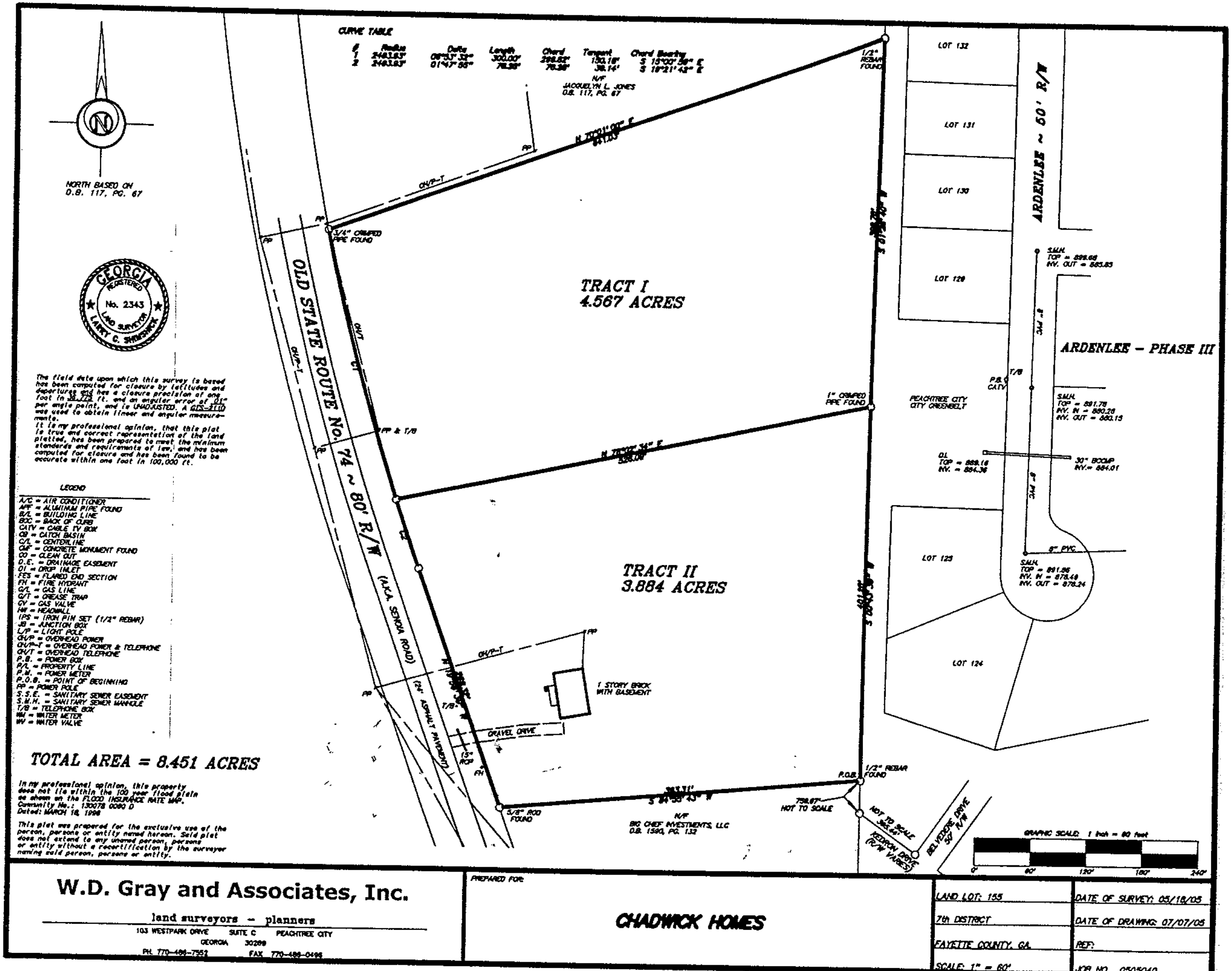

CURVE TABLE
Radius Delta Length Chord Tangent Chord Bearing
1 2463.83' 06°53'32" 300.00' 298.82' 150.18' S 15°00'58" E
2 2463.83' 01°47'55" 76.35' 76.36' 38.14' S 18°21'42" E
NORTH BASED ON D.B. 117, PG. 67
N/F JACQUELYN L. JONES D.B. 117, PG. 67
GEORGIA REGISTERED No. 2343 LAND SURVEYOR LARRY C. SHIMSHICK
OLD STATE ROUTE No. 74 ~ 80' R/W (A.K.A. SENOIA ROAD)
TRACT I 4.567 ACRES
TRACT II 3.884 ACRES
TOTAL AREA = 8.451 ACRES
1 STORY BRICK WITH BASEMENT
GRAVEL DRIVE
1/2" REBAR FOUND
3/4" CRIMPED PIPE FOUND
1" CRIMPED PIPE FOUND
5/8" ROD FOUND
P.O.B.
758.67' NOT TO SCALE
N/F BIG CHEF INVESTMENTS, LLC D.B. 1590, PG. 132
LOT 132
LOT 131
LOT 130
LOT 129
LOT 125
LOT 124
ARDENLEE ~ 50' R/W
ARDENLEE - PHASE III
PEACHTREE CITY CITY GREENBELT
BELVEDERE DRIVE 50' R/W
KEDRON DRIVE (R/W VARIES)
The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 38,775 ft. and an angular error of 01" per angle point, and is UNADJUSTED. A GTS-211D was used to obtain linear and angular measurements.
It is my professional opinion, that this plat is true and correct representation of the land platted, has been prepared to meet the minimum standards and requirements of law, and has been computed for closure and has been found to be accurate within one foot in 100,000 ft.
LEGEND
A/C = AIR CONDITIONER
APF = ALUMINUM PIPE FOUND
B/L = BUILDING LINE
BOC = BACK OF CURB
CATV = CABLE TV BOX
CB = CATCH BASIN
C/L = CENTERLINE
CMF = CONCRETE MONUMENT FOUND
CO = CLEAN OUT
D.E. = DRAINAGE EASEMENT
DI = DROP INLET
FES = FLARED END SECTION
FH = FIRE HYDRANT
G/L = GAS LINE
G/T = GREASE TRAP
GV = GAS VALVE
HW = HEADWALL
IPS = IRON PIN SET (1/2" REBAR)
JB = JUNCTION BOX
L/P = LIGHT POLE
OH/P = OVERHEAD POWER
OH/P-T = OVERHEAD POWER & TELEPHONE
OH/T = OVERHEAD TELEPHONE
P.B. = POWER BOX
P/L = PROPERTY LINE
P.M. = POWER METER
P.O.B. = POINT OF BEGINNING
PP = POWER POLE
S.S.E. = SANITARY SEWER EASEMENT
S.M.H. = SANITARY SEWER MANHOLE
T/B = TELEPHONE BOX
WM = WATER METER
WV = WATER VALVE
In my professional opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP. Community No.: 130078 0080 D Dated: MARCH 16, 1996
This plat was prepared for the exclusive use of the person, persons or entity named hereon. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.
GRAPHIC SCALE: 1 inch = 60 feet
0' 60' 120' 180' 240'
W.D. Gray and Associates, Inc.
land surveyors - planners
103 WESTPARK DRIVE SUITE C PEACHTREE CITY GEORGIA 30269
PH. 770-486-7552 FAX 770-486-0496
PREPARED FOR:
CHADWICK HOMES
LAND LOT: 155
7th DISTRICT
FAYETTE COUNTY, GA.
SCALE: 1" = 60'
DATE OF SURVEY: 05/18/05
DATE OF DRAWING: 07/07/05
REF:
JOB NO. 0505040

Exhibit "A"

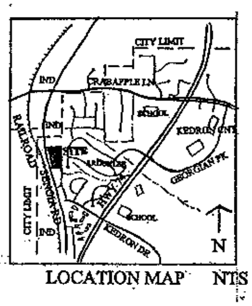
Received

DEC 2 2005

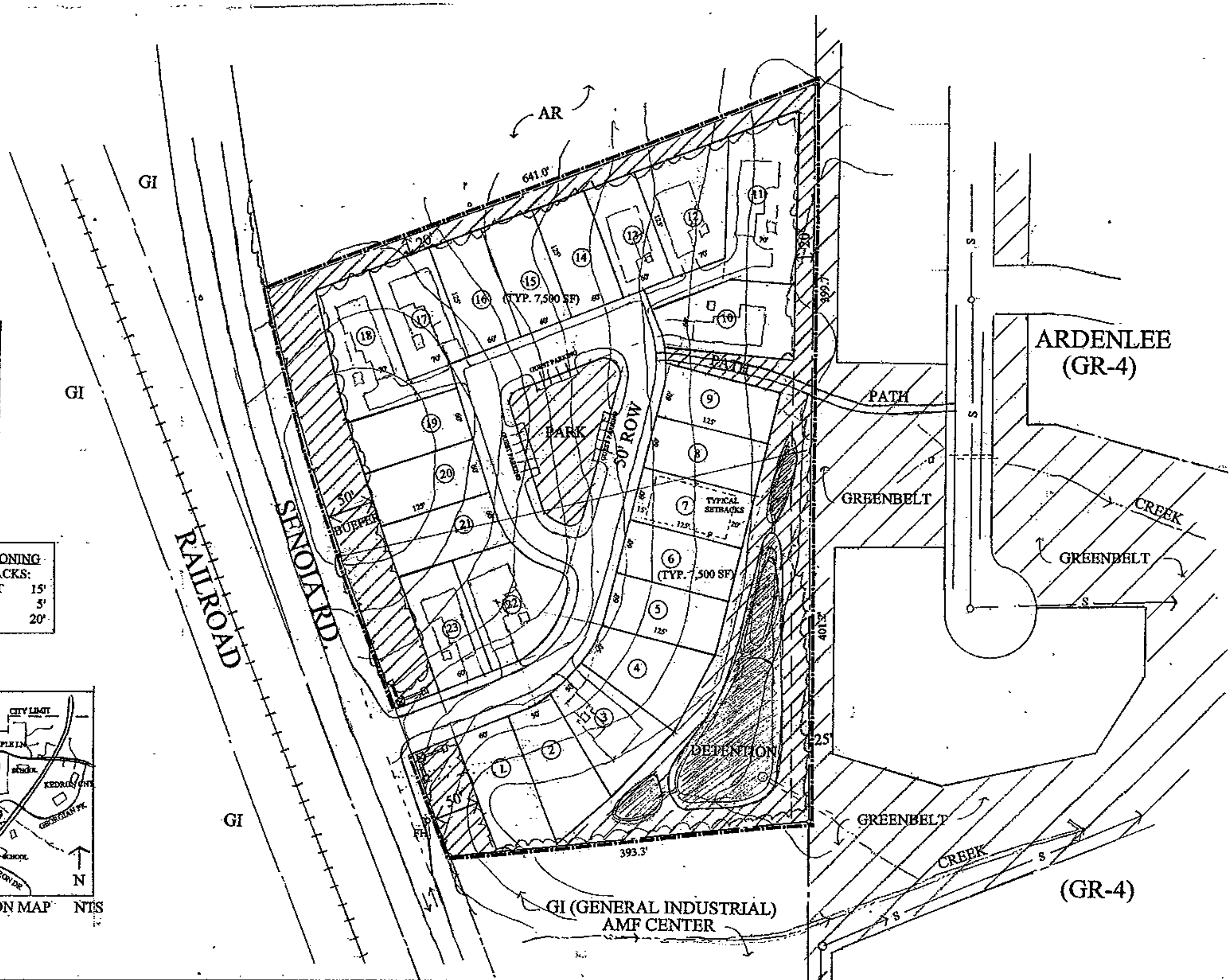
Office of City Planner
Peachtree City, GA

LUR ZONING
SETBACKS:

FRONT	15'
SIDE	5'
REAR	20'



LOCATION MAP NTS



PETERSON PLANNING

OWNER/DEVELOPER
CHADWICK HOMES, INC.
PO BOX 3590
PEACHTREE CITY, GA 30269

SENOIA ROAD
SINGLE FAMILY NEIGHBORHOOD
LL 35 7 TH DISTRICT
PEACHTREE CITY, GEORGIA

CONCEPTUAL PLAN
LUR ZONING
23 LOTS (TYPICAL 60' X 125')
8.45 ACRES

0 50' 100'

NOVEMBER 30, 2005

NORTH

"Proposed"

Exhibit "B"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager** **Assistant City Manager**
FROM:	**Administrative Services Director / City Clerk**
DATE:	**December 19, 2005**
SUBJECT:	**Request for Funding from Fayette Senior Services** **January 19, 2006 Council Agenda**

Recommendation:

Consider approval of the request from Fayette Senior Services for $7,500 in City funding.

Discussion:

Fayette Senior Services has submitted the attached request for $7,500 in funding assistance from the City of Peachtree City (attachment 1). As required in CAR 8-3 (attachment 2), Fayette Senior Services has included with their request a copy of the latest completed Form 990 tax filing. The City has, for the past several years, provided $7,500 in annual funding to Fayette Senior Services and this amount has been included in the City's FY05 budget. Andy Carden, Executive Director, will be at the Council meeting to answer any questions you may have. Should Council approve this request, both the City and Fayette Senior Services must sign an agreement indicating what services are provided (attachment 3).

Budget Impact:

The budget impact to the City would be $7,500.

Attachments

RECEIVED
DEC - 8 2004
PEACHTREE CITY
CITY HALL

ATTACHMENT 1

PEACHTREE CITY

Funding Request
For Non-Profit Organizations

Organization Information:

Fayette Senior Services Inc.
390 Lee Street
Fayetteville, GA 30214

Organization Name: ______

Address: ______

Phone #: (770) 461 - 0813 Fax #: (770) 461-2448

Contact Person. Andy Carden

Title: Executive Director

Financial Information:

Total Annual Budget: 721,000

Total Clients Served Annually: 1507

Peachtree City Residents Served Annually: 26% // 391 individuals

Funding Request Information.

Funding Amount Requested: $7,500

Funding Use(s): Operational Expenses mainly directed at Transportational Expenses-

Additional Information on Organization/Services: ______

SEE Web Page: fayss.org

REQUIRED ATTACHMENTS. 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date Submitted: ______ *Council Approval Date:* ______ *Amount Approved.* ______

ATTACHMENT 2

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2003

Open to Public Inspection

A For the 2003 calendar year, or tax year beginning JUL 1, 2003 and ending JUN 30, 2004

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return ☐ Amended return ☐ Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization: Fayette Senior Services, Inc.

Number and street (or P.O. box if mail is not delivered to street address): 390 Lee Street | Room/suite

City or town, state or country, and ZIP + 4: Fayetteville, GA 30214-2056

D Employer identification number: 58-1364158

E Telephone number: (770) 461-0813

F Accounting method: ☐ Cash [X] Accrual ☐ Other (specify) ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations.

H(a) Is this a group return for affiliates? ☐ Yes [X] No

H(b) If "Yes," enter number of affiliates ▶

H(c) Are all affiliates included? N/A ☐ Yes ☐ No (If "No," attach a list.)

H(d) Is this a separate return filed by an organization covered by a group ruling? ☐ Yes [X] No

I Group Exemption Number ▶

G Website: ▶www.fayss.org

J Organization type (check only one) ▶ [X] 501(c) (3) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Check here ▶ ☐ if the organization's gross receipts are normally not more than $25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. **Some states require a complete return.**

M Check ▶ ☐ if the organization is **not** required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 683,478.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances

Revenue	1	Contributions, gifts, grants, and similar amounts received:				
	a	Direct public support	1a	24,184.		
	b	Indirect public support	1b	68,155.		
	c	Government contributions (grants)	1c	508,279.		
	d	Total (add lines 1a through 1c) (cash $ 600,618. noncash $)			1d	600,618.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)			2	26,053.
	3	Membership dues and assessments			3	
	4	Interest on savings and temporary cash investments			4	15,098.
	5	Dividends and interest from securities			5	22,977.
	6 a	Gross rents	6a			
	b	Less: rental expenses	6b			
	c	Net rental income or (loss) (subtract line 6b from line 6a)			6c	
	7	Other investment income (describe ▶)			7	
	8 a	Gross amount from sales of assets other than inventory — (A) Securities / (B) Other	8a			
	b	Less: cost or other basis and sales expenses	8b			
	c	Gain or (loss) (attach schedule)	8c			
	d	Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	
	9	Special events and activities (attach schedule). If any amount is from gaming, check here ▶ ☐				
	a	Gross revenue (not including $ 0. of contributions reported on line 1a)	9a	18,732.		
	b	Less: direct expenses other than fundraising expenses	9b			
	c	Net income or (loss) from special events (subtract line 9b from line 9a) See Statement 2			9c	18,732.
	10 a	Gross sales of inventory, less returns and allowances	10a			
	b	Less: cost of goods sold	10b			
	c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)			10c	
	11	Other revenue (from Part VII, line 103)			11	
	12	Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)			12	683,478.
Expenses	13	Program services (from line 44, column (B))			13	562,127.
	14	Management and general (from line 44, column (C))			14	48,644.
	15	Fundraising (from line 44, column (D))			15	7,800.
	16	Payments to affiliates (attach schedule)			16	
	17	Total expenses (add lines 16 and 44, column (A))			17	618,571.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)			18	64,907.
	19	Net assets or fund balances at beginning of year (from line 73, column (A))			19	1,229,768.
	20	Other changes in net assets or fund balances (attach explanation) See Statement 1			20	<24,453.>
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)			21	1,270,222.

Fayette Senior Services, Inc. 58-1364158

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others.

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) cash $ noncash $	22				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25 Compensation of officers, directors, etc.	25	36,000.	27,540.	3,060.	5,400.
26 Other salaries and wages	26	183,059.	164,753.	18,306.	
27 Pension plan contributions	27				
28 Other employee benefits	28				
29 Payroll taxes	29	16,990.	15,291.	1,699.	
30 Professional fundraising fees	30				
31 Accounting fees	31				
32 Legal fees	32				
33 Supplies	33	21,666.	19,499.	2,167.	
34 Telephone	34	5,039.	4,535.	504.	
35 Postage and shipping	35	3,120.	2,808.	312.	
36 Occupancy	36	19,136.	17,222.	1,914.	
37 Equipment rental and maintenance	37	6,319.	5,687.	632.	
38 Printing and publications	38	1,474.	1,327.	147.	
39 Travel	39				
40 Conferences, conventions, and meetings	40				
41 Interest	41				
42 Depreciation, depletion, etc. (attach schedule)	42	7,427.	6,684.	743.	
43 Other expenses not covered above (itemize):					
a	43a				
b	43b				
c	43c				
d	43d				
e See Statement 3	43e	318,341.	296,781.	19,160.	2,400.
44 Total functional expenses (add lines 22 through 43) Organizations completing columns (B)-(D), carry these totals to lines 13-15	44	618,571.	562,127.	48,644.	7,800.

Joint Costs. Check ▶ [X] if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ [ ] Yes [X] No

If "Yes," enter (i) the aggregate amount of these joint costs $ ______ ; (ii) the amount allocated to Program services $ ______ ;

(iii) the amount allocated to Management and general $ ______ ; and (iv) the amount allocated to Fundraising $ ______

Part III Statement of Program Service Accomplishments

What is the organization's primary exempt purpose? ▶ See Statement 4

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

	Program Service Expenses (Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)
a Elderly care services - Program provides information and referral services, congregate meals, home delivered meals, transportation, community care and in-home services for elderly persons in the community. (Grants and allocations $)	562,127.
b (Grants and allocations $)	
c (Grants and allocations $)	
d (Grants and allocations $)	
e Other program services (attach schedule) (Grants and allocations $)	
f Total of Program Service Expenses (should equal line 44, column (B), Program services) ▶	562,127.

323011 12-17-03

Part IV Balance Sheets

Note: *Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.*			(A) Beginning of year		(B) End of year
Assets					
45 Cash - non-interest-bearing			150,317.	45	119,871.
46 Savings and temporary cash investments				46	
47 a Accounts receivable	47a				
b Less: allowance for doubtful accounts	47b			47c	
48 a Pledges receivable	48a	205,961.			
b Less: allowance for doubtful accounts	48b	6,000.	178,940.	48c	199,961.
49 Grants receivable				49	
50 Receivables from officers, directors, trustees, and key employees				50	
51 a Other notes and loans receivable	51a				
b Less: allowance for doubtful accounts	51b			51c	
52 Inventories for sale or use				52	
53 Prepaid expenses and deferred charges				53	
54 Investments - securities Stmt 5 ▶ ☐ Cost ☒ FMV			633,810.	54	681,155.
55 a Investments - land, buildings, and equipment: basis	55a				
b Less: accumulated depreciation	55b			55c	
56 Investments - other				56	
57 a Land, buildings, and equipment: basis	57a	382,226.			
b Less: accumulated depreciation	57b	101,916.	275,474.	57c	280,310.
58 Other assets (describe ▶)				58	
59 **Total assets** (add lines 45 through 58) (must equal line 74)			1,238,541.	59	1,281,297.
Liabilities					
60 Accounts payable and accrued expenses			8,773.	60	11,075.
61 Grants payable				61	
62 Deferred revenue				62	
63 Loans from officers, directors, trustees, and key employees				63	
64 a Tax-exempt bond liabilities				64a	
b Mortgages and other notes payable				64b	
65 Other liabilities (describe ▶)				65	
66 **Total liabilities** (add lines 60 through 65)			8,773.	66	11,075.
Net Assets or Fund Balances					
Organizations that follow SFAS 117, check here ▶ ☒ and complete lines 67 through 69 and lines 73 and 74.					
67 Unrestricted			523,534.	67	552,266.
68 Temporarily restricted			706,234.	68	717,956.
69 Permanently restricted				69	
Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 70 through 74.					
70 Capital stock, trust principal, or current funds				70	
71 Paid-in or capital surplus, or land, building, and equipment fund				71	
72 Retained earnings, endowment, accumulated income, or other funds				72	
73 **Total net assets or fund balances** (add lines 67 through 69 or lines 70 through 72; column (A) must equal line 19; column (B) must equal line 21)			1,229,768.	73	1,270,222.
74 **Total liabilities and net assets / fund balances** (add lines 66 and 73)			1,238,541.	74	1,281,297.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

323021
12-17-03

Part IV-A Reconciliation of Revenue per Audited Financial Statements with Revenue per Return

a	Total revenue, gains, and other support per audited financial statements	a	671,025.
b	Amounts included on line a but not on line 12, Form 990:		
(1)	Net unrealized gains on investments $ <24,453.>		
(2)	Donated services and use of facilities $ 12,000.		
(3)	Recoveries of prior year grants $		
(4)	Other (specify): $		
	Add amounts on lines (1) through (4)	b	<12,453.>
c	Line a minus line b	c	683,478.
d	Amounts included on line 12, Form 990 but not on line a:		
(1)	Investment expenses not included on line 6b, Form 990 $		
(2)	Other (specify): $		
	Add amounts on lines (1) and (2)	d	0.
e	Total revenue per line 12, Form 990 (line c plus line d)	e	683,478.

Part IV-B Reconciliation of Expenses per Audited Financial Statements with Expenses per Return

a	Total expenses and losses per audited financial statements	a	630,571.
b	Amounts included on line a but not on line 17, Form 990:		
(1)	Donated services and use of facilities $ 12,000.		
(2)	Prior year adjustments reported on line 20, Form 990 $		
(3)	Losses reported on line 20, Form 990 $		
(4)	Other (specify): $		
	Add amounts on lines (1) through (4)	b	12,000.
c	Line a minus line b	c	618,571.
d	Amounts included on line 17, Form 990 but not on line a:		
(1)	Investment expenses not included on line 6b, Form 990 $		
(2)	Other (specify): $		
	Add amounts on lines (1) and (2)	d	0.
e	Total expenses per line 17, Form 990 (line c plus line d)	e	618,571.

Part V List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred compensation	(E) Expense account and other allowances
Andy Carden 390 Lee Street Fayetteville, GA 30214-2056	Executive Director 40	36,000.	0.	0.
Board of Directors - See attached		0.	0.	0.

75 Did any officer, director, trustee, or key employee receive aggregate compensation of more than $100,000 from your organization and all related organizations, of which more than $10,000 was provided by the related organizations? If "Yes," attach schedule. ▶ ☐ Yes ☒ No

Part VI Other Information

				Yes	No
76	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity		76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.		77		X
78 a	Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?		78a		X
b	If "Yes," has it filed a tax return on Form 990-T for this year?	N/A	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement		79		X
80 a	Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?		80a		X
b	If "Yes," enter the name of the organization ▶ ______ and check whether it is ☐ exempt or ☐ nonexempt.				
81 a	Enter direct or indirect political expenditures. See line 81 instructions	81a 0.			
b	Did the organization file Form 1120-POL for this year?		81b		X
82 a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?		82a	X	
b	If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.)	82b 12,000.			
83 a	Did the organization comply with the public inspection requirements for returns and exemption applications?		83a	X	
b	Did the organization comply with the disclosure requirements relating to quid pro quo contributions?		83b	X	
84 a	Did the organization solicit any contributions or gifts that were not tax deductible?	N/A	84a		
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	N/A	84b		
85	*501(c)(4), (5), or (6) organizations.* a Were substantially all dues nondeductible by members?	N/A	85a		
b	Did the organization make only in-house lobbying expenditures of $2,000 or less?	N/A	85b		
	If "Yes" was answered to either 85a or 85b, **do not** complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.				
c	Dues, assessments, and similar amounts from members	85c N/A			
d	Section 162(e) lobbying and political expenditures	85d N/A			
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices	85e N/A			
f	Taxable amount of lobbying and political expenditures (line 85d less 85e)	85f N/A			
g	Does the organization elect to pay the section 6033(e) tax on the amount on line 85f?	N/A	85g		
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?	N/A	85h		
86	*501(c)(7) organizations.* Enter: a Initiation fees and capital contributions included on line 12	86a N/A			
b	Gross receipts, included on line 12, for public use of club facilities	86b N/A			
87	*501(c)(12) organizations.* Enter: a Gross income from members or shareholders	87a N/A			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	87b N/A			
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX		88		X
89 a	*501(c)(3) organizations.* Enter: Amount of tax imposed on the organization during the year under: section 4911 ▶ 0. ; section 4912 ▶ 0. ; section 4955 ▶ 0.				
b	*501(c)(3) and 501(c)(4) organizations.* Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction		89b		X
c	Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958	▶ 0.			
d	Enter: Amount of tax on line 89c, above, reimbursed by the organization	▶ 0.			

90 a List the states with which a copy of this return is filed ▶ Georgia

b Number of employees employed in the pay period that includes March 12, 2003 — 90b 21

91 The books are in care of ▶ Andy Carden Telephone no. ▶ (770) 461-0813

Located at ▶ 390 Lee Street, Fayetteville, GA ZIP + 4 ▶ 30214-2056

92 *Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of* Form 1041- Check here ▶ ☐

and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 92 N/A

Part VII Analysis of Income-Producing Activities (See page 33 of the instructions.)

Note: *Enter gross amounts unless otherwise indicated.*	Unrelated business income (A) Business code	(B) Amount	Excluded by section 512, 513, or 514 (C) Exclusion code	(D) Amount	(E) Related or exempt function income
93 Program service revenue:					
a See Statement 6					26,053.
b					
c					
d					
e					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments			14	15,098.	
96 Dividends and interest from securities			14	22,977.	
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events					18,732.
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))		0.		38,075.	44,785.

105 Total (add line 104, columns (B), (D), and (E)) ▶ 82,860.

Note: *Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.*

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See page 34 of the instructions.)

Line No. ▼	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93	All activities are directly related to the organization's exempt
101	purpose, which is providing programs to improve the quality of life
	for older residents of Fayette County, Georgia including those who may
	be handicapped.

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See page 34 of the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
	%			
N/A	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See page 34 of the instructions.)

(a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: *If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).*

Please Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

▶ Andy Carden — Signature of officer | 5/13/05 Date | ▶ Andy Carden, Executive Directo — Type or print name and title.

Paid Preparer's Use Only

Preparer's signature ▶ C. Wayne Nelliam	Date 5/13/05	Check if self-employed ▶ ☐	Preparer's SSN or PTIN P00294425
Firm's name (or yours if self-employed), address, and ZIP + 4 ▶ BKR Metcalf Davis, CPAs 3340 Peachtree Road, NE, Suite 2600 Atlanta, Georgia 30326-1089	EIN ▶ 58-1729751 Phone no. ▶ (404) 264-1700	

323161 12-17-03

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _______ day of __________________, 2006, by and between FAYETTE SENIOR SERVICES, INC., (hereinafter "FSS"), and the CITY OF PEACHTREE CITY, GEORGIA, (hereinafter "City").

WHEREAS, FSS provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia, who are senior citizens including, but not limited to, transportation, providing meals, and social functions; and

WHEREAS, FSS has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, FSS is a qualified non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by FSS to the City and residents of the City, the City hereby agrees to pay the sum of $______________ for the period October 1, 2005, through and including September 30, 2006.

Executed the day and date first above mentioned.

FAYETTE SENIOR SERVICES, INC.	CITY OF PEACHTREE CITY, GEORGIA
______________________________	______________________________
BY: President	BY: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Administrative Services Director / City Clerk**

DATE: **December 19, 2005**

SUBJECT: **Request for Funding from Promise Place**
January 19, 2006 Council Agenda

Recommendation:

Consider approval of request from Promise Place (formerly Fayette County Council on Domestic Violence) for $7,500 in City funding.

Discussion:

Promise Place has submitted the attached request for $7,500 in funding assistance from the City of Peachtree City (attachment 1). As required in CAR 8-3, Promise Place has included with their request a copy of their latest completed Form 990 (attachment 2). The City has, for the past several years, provided $7,500 in annual funding to this non-profit organization and this amount has been included in the City's FY05 budget. Ms. Sonja Strickland, Executive Director, will be at the Council meeting to answer any questions you may have. Should Council approve this request, both the City and Promise Place must sign an agreement indicating what services are provided (attachment 3).

Budget Impact:

The budget impact to the City would be $7,500

Attachments

Funding Request
For Non-Profit Organizations

Organization Information:

Organization Name: Fayette County Council on Domestic Violence dba Promise Place

Address: P.O. Box 854 Fayetteville, GA 30214

Phone #: (770) 460-1604 Fax #: (770) 460-6591

Contact Person: Sonja Strickland

Title: Executive Director

Financial Information:

Total Annual Budget: $170,077.00

Total Clients Served Annually: 3,182; Direct Services 523, Prevention 2659

Peachtree City Residents Served Annually: 1,457; Direct Svcs - 127, Prevention - 1330

Funding Request Information.

Funding Amount Requested: $7,500

Funding Use(s): To Enhance Our Legal Advocacy Services to Clients including Assistance with Emergency Protective Orders.

Additional Information on Organization/Services: We operate a transitional housing program for women and their children. We provide 24 hour crisis services for domestic violence victims, women's support groups, legal advocacy services, and a food pantry. We have a teen dating violence prevention program that we present to all Fayette County 9th grade students each year and a speaker's bureau that provides community awareness/prevention presentations. (See Attached)

REQUIRED ATTACHMENTS. 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date Submitted: ______	*Council Approval Date:* ______	*Amount Approved.* ______

Promise Place

P.O. Box 854 • Fayetteville, GA 30214 • Telephone (770) 460-1604 • Fax (770) 460-6591

December 12, 2005

Ms. Jane S. Miller
Director of Administrative Services
151 Willowbend Rd.
Peachtree City, GA 30269

Dear Ms. Miller:

Promise Place (formerly known as Fayette County Council on Domestic Violence, Inc) wishes to take this opportunity to thank Peachtree City for its continued support of our organization. Last year Promise Place provided direct services to 523 individual clients (representing 619 children). Of those clients, 295 were Fayette County residents and 127 lived in Peachtree City. An additional 59 clients were from Fayette County residents but did not identify their city of residence. Seventy-eight women attended our support group and we assisted 112 clients in obtaining emergency protective orders. Our Teen Dating Violence Prevention Program reached 1,658 high school students in Fayette County and our domestic violence awareness talks were presented to 1,001 community members.

The breakdown of our services by city is as follows:

Direct Services	No. of Clients	% of F.C.	% of Total
Brooks	9	2%	2%
Fairburn	11	2%	2%
Fayetteville/Unincorp.F.C.	183	53%	35%
Peachtree City	127	39%	24%
Tyrone	16	4%	3%
Unknown F.C.	59		11%
Out of County	118		23%

Prevention/Awareness Services	Participants	No. of PTC
Teen Dating Violence Prevention Program	1,658	989
Community Awareness Presentations	1,001	418

Additionally, we collaborate with the Peachtree City Police Department as well as the other law enforcement agencies in Fayette County to ensure that domestic violence victims are given our information at the time of a violent incident and that police officers are able to contact us for assistance. We believe that this is an important service because when we are able to assist DV victims in escaping violent homes, we help reduce the number of 911 calls to officers, alleviating their volume of calls and reducing the danger to them in responding to DV calls.

Promise Place

P.O. Box 854 • Fayetteville, GA 30214 • Telephone (770) 460-1604 • Fax (770) 460-6591

Promise Place recognizes that more services need to be provided for the secondary victims of domestic violence. In recognition of this, Promise Place has received an opportunity grant from United Way to start support services for the children of domestic violence victims. In September, Promise Place will start having a children's support group and offer additional individual counseling for children as needed. Promise Place is very excited to have the opportunity to provide more services for children.

Because of your continuing support, Promise Place is making a difference in the lives of abused women and their children in Fayette County. To help continue this much needed service, we are requesting $7,500.00 from the FY 2005 Annual Budget's designated funds for nonprofit organizations. Our cost in this past fiscal year to provide direct services and prevention services was $44.92 per person. Your donation would help defray the $64,235.60 cost of providing direct and prevention services to Peachtree City residents.

We hope that the Peachtree City Council will continue to support us in our work and will grant our request for the amount of $7,500.00.

Sincerely,

Sonja Strickland

Sonja Strickland
Executive Director

ATTACHMENT 2

Form **990** | **Return of Organization Exempt From Income Tax** | OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2004 Open to Public Inspection

Department of the Treasury Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2004 calendar year, or tax year beginning JUL 01, 2004, and ending JUN 30, 2005

B Check if applicable: [ ] Address change [X] Name change [ ] Initial return [ ] Final return [ ] Amended return [ ] Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization, number and street, city, town, street, and ZIP code

FAYETTE CTY COUNCIL DOMESTIC VIOL.
PROMISE PLACE
PO BOX 854
FAYETTEVILLE GA 30214

D Employer identification number 58-1826445

E Telephone number 770-460-1604

F Acctg. method: [X] Cash [ ] Accrual [ ] Other (specify) ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations.

H(a) Is this a group return for affiliates? [ ] Yes [X] No

H(b) If "Yes," enter number of affiliates ▶

H(c) Are all affiliates included? (If "No," attach a list. See instructions.) [ ] Yes [ ] No

H(d) Is this a separate return filed by an organization covered by a group ruling? [ ] Yes [X] No

I Group Exemption Number ▶

G Website: ▶ PROMISEPLACE@BELLSOUTH.NET

J Organization type (check only one) ▶ [X] 501(c)(3) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

K Check here ▶ [ ] if the organization's gross receipts are normally not more than $25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

M Check ▶ [ ] if organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 188,339.

Part I — Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)

Revenue	1	Contributions, gifts, grants, and similar amounts received:				
		a Direct public support	1a	81,506.		
		b Indirect public support	1b	18,625.		
		c Government contributions (grants)	1c	53,833.		
		d Total (add lines 1a through 1c) (cash $ 153,964. noncash $)			1d	153,964.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)			2	22,862.
	3	Membership dues and assessments			3	
	4	Interest on savings and temporary cash investments			4	35.
	5	Dividends and interest from securities			5	
	6	a Gross rents	6a			
		b Less: rental expenses	6b			
		c Net rental income or (loss) (subtract line 6b from line 6a)			6c	
	7	Other investment income (describe ▶)			7	
	8	a Gross amount from sales of assets other than inventory — (A) Securities / (B) Other	8a			
		b Less: cost or other basis & sales expenses	8b			
		c Gain or (loss) (attach schedule)	8c			
		d Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	
	9	Special events and activities (attach schedule). If any amount is from gaming, check here ▶ [ ]				
		a Gross revenue (not including $ of contributions reported on line 1a)	9a	11,478.		
		b Less: direct expenses other than fundraising expenses	9b	1,108.		
		c Net income or (loss) from special events (subtract line 9b from line 9a)			9c	10,370.
	10	a Gross sales of inventory, less returns and allowances	10a			
		b Less: cost of goods sold	10b			
		c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)			10c	
	11	Other revenue (from Part VII, line 103)			11	
	12	**Total revenue** (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)			12	187,231.
Expenses	13	Program services (from line 44, column (B))			13	59,285.
	14	Management and general (from line 44, column (C))			14	115,842.
	15	Fundraising (from line 44, column (D))			15	
	16	Payments to affiliates (attach schedule)			16	
	17	**Total expenses** (add lines 16 and 44, column (A))			17	175,127.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)			18	12,104.
	19	Net assets or fund balances at beginning of year (from line 73, column (A))			19	113,741.
	20	Other changes in net assets or fund balances (attach explanation)			20	
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)			21	125,845.

Form 990 (2004) FAYETTE CTY COUNCIL DOMESTIC VIOL. 58-1826445 Page 2

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See the instructions.)

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) (cash $ ____ noncash $ ____)	22				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25 Compensation of officers, directors, etc.	25	107990.	37240.	70750.	
26 Other salaries and wages	26				
27 Pension plan contributions	27				
28 Other employee benefits	28				
29 Payroll taxes	29	7882.		7882.	
30 Professional fundraising fees	30				
31 Accounting fees	31	900.		900.	
32 Legal fees	32				
33 Supplies	33				
34 Telephone	34	3937.	588.	3349.	
35 Postage and shipping	35	998.		998.	
36 Occupancy	36	22624.	10667.	11957.	
37 Equipment rental and maintenance	37				
38 Printing and publications	38				
39 Travel	39	931.	931.		
40 Conferences, conventions, and meetings	40				
41 Interest	41				
42 Depreciation, depletion, etc. (attach schedule)	42	5977.	5394.	583.	
43 Other expenses not covered above (itemize): a SEE STMT	43a	23888.	4465.	19423.	
b	43b				
c	43c				
d	43d				
e	43e				
44 Total functional expenses (add lines 22 through 43). Organizations completing columns (B)-(D), carry these totals to lines 13-15	44	175127.	59285.	115842.	

Joint Costs. Check ▶ ☐ if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs $ ____ ; (ii) the amount allocated to Program services $ ____ ;

(iii) the amount allocated to Management and general $ ____ ; and (iv) the amount allocated to Fundraising $ ____

Part III Statement of Program Service Accomplishments (See the instructions.)

What is the organization's primary exempt purpose? ▶ All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)	Program Service Expenses (Required for 501(c)(3) & (4) orgs., & 4947(a)(1) trusts; but optional for others.)
a ASSESSMENT OF REFERRED INDIVIDUALS AND INTERVENTION WHERE APPROPRIATE. REFERRALS ARE ALSO MADE TO OTHER MENTAL & PHYSICAL WELFARE AGENCIES. EDUCATION AND SUPPORT AS NEEDED TO BECOME SELF SUFFICIENT. (Grants and allocations $ 53833.)	59285.
b (Grants and allocations $)	
c (Grants and allocations $)	
d (Grants and allocations $)	
e Other program services (attach schedule) (Grants and allocations $)	
f Total of Program Service Expenses (should equal line 44, column (B), Program services) ▶	59285.

Part IV Balance Sheets (See the instructions.)

	Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.			(A) Beginning of year		(B) End of year
Assets	45 Cash - non-interest-bearing			486.	45	17,157.
	46 Savings and temporary cash investments				46	
	47 a Accounts receivable	47a				
	b Less: allowance for doubtful accounts	47b			47c	
	48 a Pledges receivable	48a				
	b Less: allowance for doubtful accounts	48b			48c	
	49 Grants receivable				49	
	50 Receivables from officers, directors, trustees, and key employees (attach schedule)				50	
	51 a Other notes and loans receivable (attach schedule)	51a				
	b Less: allowance for doubtful accounts	51b			51c	
	52 Inventories for sale or use				52	
	53 Prepaid expenses and deferred charges				53	
	54 Investments - securities (attach schedule) ▶ ☒ Cost ☐ FMV			329.	54	329.
	55 a Investments - land, buildings, and equipment: basis	55a	187,709.			
	b Less: accumulated depreciation (attach schedule)	55b	79,332.	114,353.	55c	108,377.
	56 Investments - other (attach schedule)				56	
	57 a Land, buildings, and equipment: basis	57a				
	b Less: accumulated depreciation (attach schedule)	57b			57c	
	58 Other assets (describe ▶)				58	
	59 **Total assets** (add lines 45 through 58) (must equal line 74)			115,168.	59	125,863.
Liabilities	60 Accounts payable and accrued expenses			1,427.	60	18.
	61 Grants payable				61	
	62 Deferred revenue				62	
	63 Loans from officers, directors, trustees, and key employees (attach schedule)				63	
	64 a Tax-exempt bond liabilities (attach schedule)				64a	
	b Mortgages and other notes payable (attach schedule)				64b	
	65 Other liabilities (describe ▶)				65	
	66 **Total liabilities** (add lines 60 through 65)			1,427.	66	18.
Net Assets or Fund Balances	**Organizations that follow SFAS 117, check here** ▶ ☒ and complete lines 67 through 69 and lines 73 and 74.					
	67 Unrestricted			113,741.	67	125,845.
	68 Temporarily restricted				68	
	69 Permanently restricted				69	
	Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 70 through 74.					
	70 Capital stock, trust principal, or current funds				70	
	71 Paid-in or capital surplus, or land, building, and equipment fund				71	
	72 Retained earnings, endowment, accumulated income, or other funds				72	
	73 **Total net assets or fund balances** (add lines 67 through 69 or lines 70 through 72; column (A) **must** equal line 19; column (B) **must** equal line 21)			113,741.	73	125,845.
	74 **Total liabilities and net assets/fund balances** (add lines 66 and 73)			115,168.	74	125,863.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

Part IV-A Reconciliation of Revenue per Audited Financial Statements with Revenue per Return (See the instructions.)

a	Total revenue, gains, and other support per audited financial statements ▶	a	N/A
b	Amounts included on line a but not on line 12, Form 990:		
(1)	Net unrealized gains on investments $		
(2)	Donated services & use of facilities $		
(3)	Recoveries of prior year grants $		
(4)	Other (specify): $		
	Add amounts on lines (1) through (4) ▶	b	
c	Line a minus line b ▶	c	
d	Amounts included on line 12, Form 990 but not on line a:		
(1)	Investment expenses not included on line 6b, Form 990 $		
(2)	Other (specify): $		
	Add amounts on lines (1) and (2) ▶	d	
e	Total revenue per line 12, Form 990 (line c plus line d) ▶	e	

Part IV-B Reconciliation of Expenses per Audited Financial Statements with Expenses per Return

a	Total expenses and losses per audited financial statements ▶	a	N/A
b	Amounts included on line a but not on line 17, Form 990:		
(1)	Donated services & use of facilities $		
(2)	Prior year adjustments reported on line 20, Form 990 $		
(3)	Losses reported on line 20, Form 990 $		
(4)	Other (specify): $		
	Add amounts on lines (1) through (4) ▶	b	
c	Line a minus line b ▶	c	
d	Amounts included on line 17, Form 990 but not on line a:		
(1)	Investment expenses not included on line 6b, Form 990 $		
(2)	Other (specify): $		
	Add amounts on lines (1) and (2) ▶	d	
e	Total expenses per line 17, Form 990 (line c plus line d) ▶	e	

Part V List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated; see the instructions.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred comp.	(E) Expense account and other allowances
SEE STMT				

75 Did any officer, director, trustee, or key employee receive aggregate compensation of more than $100,000 from your organization and all related organizations, of which more than $10,000 was provided by the related organizations? ▶ ☐ Yes ☒ No
If "Yes," attach schedule - see the instructions.

Part VI Other Information (See the instructions.)

			Yes	No
76	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity	76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77		X
78	a Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?	78a		X
	b If "Yes," has it filed a tax return on Form 990-T for this year?	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79		X
80	a Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a	X	
	b If "Yes," enter the name of the organization ▶ FAYETTE THRIFT SHOP and check whether it is [X] exempt or [ ] nonexempt.			
81	a Enter direct or indirect political expenditures. See line 81 instructions — 81a			
	b Did the organization file Form 1120-POL for this year?	81b		X
82	a Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a		X
	b If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.) — 82b			
83	a Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X	
	b Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	83b	X	
84	a Did the organization solicit any contributions or gifts that were not tax deductible?	84a		X
	b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	84b		
85	501(c)(4), (5), or (6) organizations. a Were substantially all dues nondeductible by members?	85a		
	b Did the organization make only in-house lobbying expenditures of $2,000 or less? If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.	85b		
	c Dues, assessments, and similar amounts from members — 85c			
	d Section 162(e) lobbying and political expenditures — 85d			
	e Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices — 85e			
	f Taxable amount of lobbying and political expenditures (line 85d less 85e) — 85f			
	g Does the organization elect to pay the section 6033(e) tax on the amount on line 85f?	85g		
	h If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?	85h		
86	501(c)(7) orgs. Enter: a Initiation fees and capital contributions included on line 12 — 86a			
	b Gross receipts, included on line 12, for public use of club facilities — 86b			
87	501(c)(12) orgs. Enter: a Gross income from members or shareholders — 87a			
	b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) — 87b			
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX	88		X
89	a 501(c)(3) organizations. Enter: Amount of tax imposed on the organization during the year under: section 4911 ▶ ; section 4912 ▶ ; section 4955 ▶			
	b 501(c)(3) and 501(c)(4) orgs. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction	89b		X
	c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶			
	d Enter: Amount of tax on line 89c, above, reimbursed by the organization ▶			

90 a List the states with which a copy of this return is filed ▶ GA

b Number of employees employed in the pay period that includes March 12, 2004 (See instructions.) 90b

91 The books are in care of ▶ JENNIFER MICHEL Telephone no. ▶ 770-460-1604

Located at ▶ PO BOX 854, FAYETTEVILLE GA ZIP + 4 ▶ 30214

92 Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041 - Check here ▶ [ ]

and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 92 —

Form 990 (2004) FAYETTE CTY COUNCIL DOMESTIC VIOL. 58-1826445 Page 6

Part VII Analysis of Income-Producing Activities (See the instructions.)

Note: Enter gross amounts unless otherwise indicated.	Unrelated business income (A) Business code	(B) Amount	Excluded by section 512, 513, or 514 (C) Exclusion code	(D) Amount	(E) Related or exempt function income
93 Program service revenue:					
a PROGRAM SERV FEES			512		13,585.
b					
c VICTIM LIASON FEES			512		9,277.
d					
e					
f Medicare/Medicaid payments					
g Fees & contracts from govt. agencies					
94 Membership dues & assessments					
95 Interest on savings and temporary cash investments			514	35.	
96 Dividends & interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events			512	10,370.	
102 Gross profit or (loss) from sales of inventory					
103 Other revenue: a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))				10,405.	22,862.
105 Total (add line 104, columns (B), (D), and (E))					33,267.

Note: Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See the instructions.)

Line No. ▼	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93A	FEES ARE COLLECTED TO HELP DEFRAY THE COST OF PROVIDING SUPPORT SERVICES TO CLIENTS UNTIL THEY CAN MAKE OTHER ARRANGEMENTS TO PROVIDE FOR THEMSELVES.
93C	COUNTY FUNDS COLLECTED/DONATED PROVIDES LEGAL ASSISTANCE & ADVOCACY

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership int.	(C) Nature of activities	(D) Total income	(E) End-of-year assets
	%			
	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See Specific Instructions.)

(a) Did the organization, during the yr., receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer — Date

SONJA STRICKLAND EXECUTIVE DIRECTOR

Type or print name and title.

Paid Preparer's Use Only

Preparer's signature — Date 09/15/2005 — Check if self-employed ☐ — Preparer's SSN or PTIN (See Gen. Inst. W) P00004352

Firm's name (or yours if self-employed), address, and ZIP + 4: PAUL C ODDO JR PC CPAS, PO BOX 68, FAYETTEVILLE GA 30214-

EIN ▶ 58-1373025

Phone no. ▶ 770-461-7627

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _______ day of ___________________, 2006, by and between FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC., D/B/A PROMISE PLACE (hereinafter "PROMISE PLACE"), and the CITY OF PEACHTREE CITY, GEORGIA, (hereinafter "City").

WHEREAS, PROMISE PLACE provides services to residents of Fayette County, Georgia, including residents of Peachtree City, Georgia, who are victims of domestic violence; and

WHEREAS, in providing such services, PROMISE PLACE assists the Police Department of the City; and

WHEREAS, PROMISE PLACE has requested funding assistance from the City so as to continue to provide such services to residents of Fayette County and the City; and

WHEREAS, PROMISE PLACE is a qualified non-profit corporation pursuant to Section 501(c) (3) of the Internal Revenue Code.

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

In exchange for the services provided by PROMISE PLACE to the City and residents of the City, the City hereby agrees to pay the sum of $_______________ for the period October 1, 2005, through and including September 30, 2006.

Executed the day and date first above mentioned.

FAYETTE COUNTY COUNCIL ON DOMESTIC VIOLENCE, INC.
D/B/A PROMISE PLACE

____
BY: President

CITY OF PEACHTREE CITY, GEORGIA

____
BY: Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **January 13, 2006**

SUBJECT: **Select Council Representative to Peachtree City Tourism Association**
January 19, 2006, City Council Meeting

Recommendation:

That Council appoint one of its members to serve on the Peachtree City Tourism Association (PCTA) until such time as the bylaws are changed and citizen representatives have been selected.

Discussion:

Section 3.3 of the PCTA bylaws, which were approved by Council, stipulates that one member of the Board of Directors "shall be a member of the City Council and shall be appointed by a majority of the Council at the first scheduled Council meeting following the appointment of newly elected Council members."

Although Council directed the City Attorney to draft changes to the bylaws removing the Council member and the City Manager from the board at the January 5, 2006, Council Meeting, the PCTA needs to have a fully operational board until such time as the bylaws have been amended and the citizen representatives appointed.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: **Mayor and Council Members**

VIA: **Bernard J. McMullen, City Manager**

FROM: **Colin W. Halterman, Assistant City Manager**
Betsy Tyler, Public Information Officer/Deputy City Clerk
Janet I. Camburn, Assistant Finance Director
Angela R. Egan, Purchasing Agent

DATE: **January 13, 2006**

SUBJECT: **Consider Franchise Agreement on Refuse Collection**
January 19, 2005 City Council Agenda

Recommendation:

That the City award an exclusive contract (franchise agreement) to Republic Services of Georgia, LP (DBA AllSouth Robertson Sanitation) for the purpose of providing refuse collection/disposal and recyclable materials collection for all residential units in the City of Peachtree City, Georgia; that City Council direct the City Attorney to review and propose changes to the City Ordinances to accommodate this agreement; and that City Council direct the City Attorney to draft a contract (franchise agreement) with Republic Services.

Discussion:

At the March 2005 Council Retreat, City staff was directed to review the options of entering into an exclusive agreement with a contractor to provide residential refuse collection/disposal and residential recyclable materials collection. The purpose of this request was to provide services for City residents at the best possible rates and to reduce the sanitation truck traffic on City streets. On November 14, 2005, requests for proposals (RFP) were mailed to several solid waste disposal firms in the greater Atlanta area. The RFP was also placed on the City's web site. Two pre-proposal meetings, attended by representatives from four firms, were held at City Hall in December, with the proposal due on Friday, January 6, 2006.

Proposals were received from Republic Services of Georgia, LP, currently doing business as AllSouth Robertson Sanitation in Peachtree City, and from Allied Waste (the City's current preferred provider). City staff reviewed the proposals as to references, experience with comparable size cities, equipment capability, and price. Staff feels that both firms have the capability to perform the required services; however, Republic's price proposal was the most favorable for the residents of Peachtree City (see attachment).

Council will note that both proposals are higher than the current preferred provider rate for once weekly service offered through Allied. However, Allied is eligible for a rate increase based on the Consumer

Price Index, which they have postponed while the City completed the RFP process. Under the terms of the contract, Allied also has the option to cancel the preferred provider contract and implement a completely new rate structure. Republic's proposal offers a rate that is lower than the rate currently provided to their estimate 2,100 Peachtree City customers. The Republic proposal offers significant savings over current rates for backdoor service, yard waste collection, bulky waste pickup, and recycling services, which the City wishes to encourage.

The franchise agreement also enhances City Staff's ability to impact customer service in that the RFP requires a $25,000 cash bond and outlines a process for leveling penalties for lack of service.

Although the City requested and both vendors provided a cost for twice a week residential collection and disposal services, it is City staff's recommendation that only once a week service is offered to all residents with an option of two containers. This will limit the sanitation truck traffic to once each week on City streets for refuse collection and once each week for recyclable collection. As part of the proposal, Republic will provide all billing services and collection services to the residents and will provide free dumpster service to all City facilities.

City staff met again with representatives from Republic on Friday, January 13, to discuss a transition program, fleet expansion, service levels, route plans, etc. At this time, City staff recommends that City enter into an agreement with Republic Services of Georgia, LLP.

Budget Impact:

The City will save $22,082 annually in city dumpster costs and the additional dumpsters provided for the annual Spring Clenaup.

PRICE PROPOSALS
QUOTED ON A MONTHLY BASIS

	CURRENT PREFERRED PROVIDER RATE *	ALLIED PROPOSAL	REPUBLIC/ ROBERTSON PROPOSAL
Once per week collection	$ 11.00	$ 13.69	$ 11.40
Once per week collection (2 carts)	N/A	18.69	17.10
Twice per week collection **	17.60	24.68	17.10
Once per week back door collection	30.75	35.00	22.50
Once per week recycling collection ***	5.50	10.40	2.75
Once per week yard trimmings	11.60	21.23	3.50
Bulky waste by request	25.00	25.00	15.00

* Presently eligible for CPI rate increase.
** Not recommended.
*** Allied offered an alternative price of $2.90 if all residents were required to participate.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Administrative Services Director / City Clerk**

DATE: **January 9, 2006**

SUBJECT: **Consider Amendment to Section 54-7 of the Code of Ordinances (Alcohol in City Facilities)**
January 19, 2006, Council Agenda

Recommendation:

Adopt the proposed changes to Section 54-7 of the City Code of Ordinances.

Discussion:

Section 54-7 of the Code of Ordinances prohibits alcohol in City parks or recreation facilities, but contains some exceptions for the Frederick Brown, Jr. Amphitheater and the Peachtree City Tennis Center. Currently, the ordinance references the city development authority that used to manage the venues. The proposed change replaces the development authority with the Peachtree City Tourism Association since they now manage the facilities. The other modifications are just clarifications and not substantive changes to the ordinance.

Budget Impact:

There would be no budgetary impact.

Attachment

Ordinance No. ________

AN ORDINANCE TO AMEND THE PEACHTREE CITY PARKS AND RECREATION ORDINANCE TO PROVIDE CONDITIONS FOR THE AUTHORIZED CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE FREDERICK BROWN, JR. AMPHITHEEATER AND PEACHTREE CITY TENNIS CENTER, AND FOR OTHER PURPOSES.

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

Section 1: Article 1, Section 54, of the Peachtree City Code of Ordinances, as amended, is hereby further amended to read as follows:

Sec. 54-7. Intoxication; noise, disorderly or lewd behavior.

It shall be unlawful for any person to:

(1) Drink or possess any alcoholic beverages in or within the vicinity of any of the parks or recreation facilities of the city with the exception of the Frederick Brown, Jr. Amphitheater, where alcoholic beverages may be permitted during shows, plays, concerts and performances primarily for persons 21 years of age or older, and at any city-owned restaurant at the Peachtree City Tennis Center. ~~, and~~ Additionally, alcoholic beverages may be served at certain events at the Peachtree City Tennis Center (hereinafter referenced as "activity") so long as all of the following conditions are met:

a. The activity is primarily for people 21 years of age and older;
b. The police chief has determined that the activity does not have a history that indicates an unreasonable risk of riotous, tumultuous or disorderly conduct;
c. A security plan is approved by the police chief or his designee; and
d. ~~The~~ A request to serve alcoholic beverages is submitted by the Peachtree City Tourism Association and is approved by the chief administrative officer or mayor based on recommendations from ~~the city development authority, the facility manager and~~ the police chief.

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

Section 3. This ordinance shall be in full force and effect upon its official adoption by the City Council.

Done, Ratified, and Passed this ________ day of __________________ 2006.

____
Mayor

____

____

____

____
City Council

_________________________Attest
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

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

FROM: **City Planner/ Zoning Administrator** David

DATE: **January 12, 2006**

SUBJECT: **Discussion of a request to de-annex a 28.74-acre tract from Peachtree City to unincorporated Fayette County; to rezone a 49.05-acre tract within Peachtree City from ER Estate Residential to OS Open Space; and to change the Land Use Map designation from SFL Single-family Low Density to OS Open Space as a part of the Platinum Ridge subdivision being developed within unincorporated Fayette County off of Spear Road.**
January 19, 2006 City Council Agenda

Recommendation:
Staff recommends that Council authorize Staff to process the application from Peach State Land Development Company and move forward with this request.

Discussion:
Mr. Rod Wright of Peach State Land Development Company submitted a letter to City Staff on December 23, 2004 requesting that a portion of a subdivision he is developing along the eastern border of Peachtree City be "de-annexed" from Peachtree City into unincorporated Fayette County. The overall subdivision consists of approximately 249.69 acres, with 201.06 acres located within unincorporated Fayette County and 48.64 acres located within Peachtree City (Attachment "A").

Three lots within the overall 50-lot subdivision are located within Peachtree City. As currently designed, these lots would be located at the end of a cul-de-sac approximately 6,000 linear feet from Spear Road and 4,000 linear feet from Ebenezer Road. The property within Peachtree City is currently zoned ER Estate Residential, which requires a minimum of three acres per lot. The remainder of the property is located within the County and is zoned and being developed for five-acre lots.

Through the years, the city has tried to utilize the centerline of Camp Creek to define the eastern boundary separating Peachtree City from unincorporated Fayette County. The three lots mentioned above (within Peachtree City) straddle Camp Creek, and include extensive floodplain on both sides of the creek.

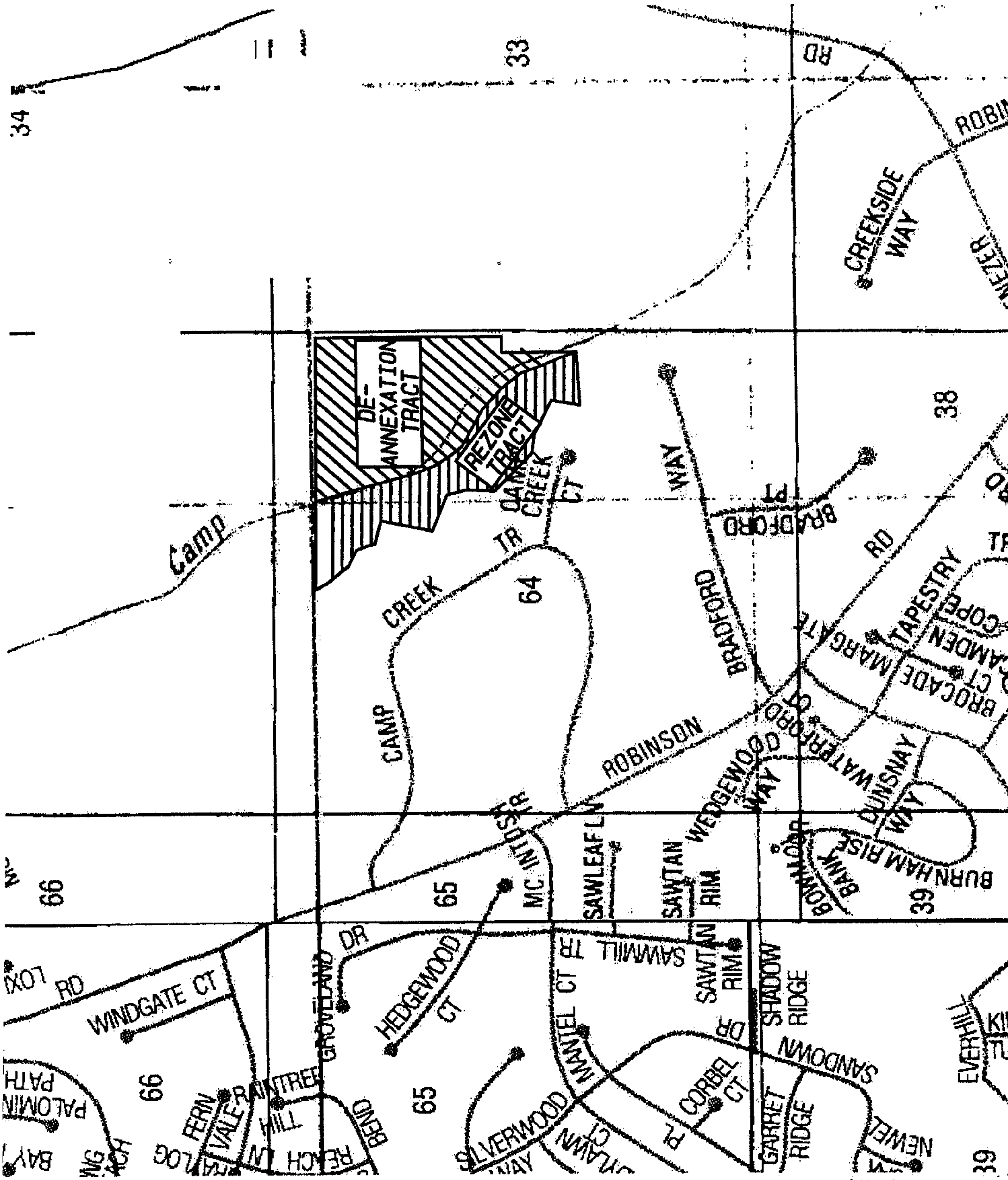
The Applicant is proposing to de-annex the portion of this subdivision on the eastern side of Camp Creek from Peachtree City into unincorporated Fayette County and to rezone this acreage to comply with county standards. Additionally, the Applicant is proposing to rezone that portion of the property currently within Peachtree City from ER Estate Residential to OS Open Space, and to change the Land Use Designation of this tract from SFL Single-family Low Residential to OS Open Space.

Due to the complexity of this request, the Applicant has been coordinating with the Fayette County Planning Department and the Fayette County Board of Commissioners as well as City Staff. On November 10, 2005, the County Commission passed a Resolution consenting to the proposed de-annexation (Attachment "B"), as long as specific items were addressed by the Applicant and by Peachtree City. To meet these requirements, we must officially accept the Application for De-annexation from Peach State Land Development Corporation and begin the process of de-annexation. It is our plan to process the request to rezone and change the Land Use designation of the remaining portion of the property at the same time.

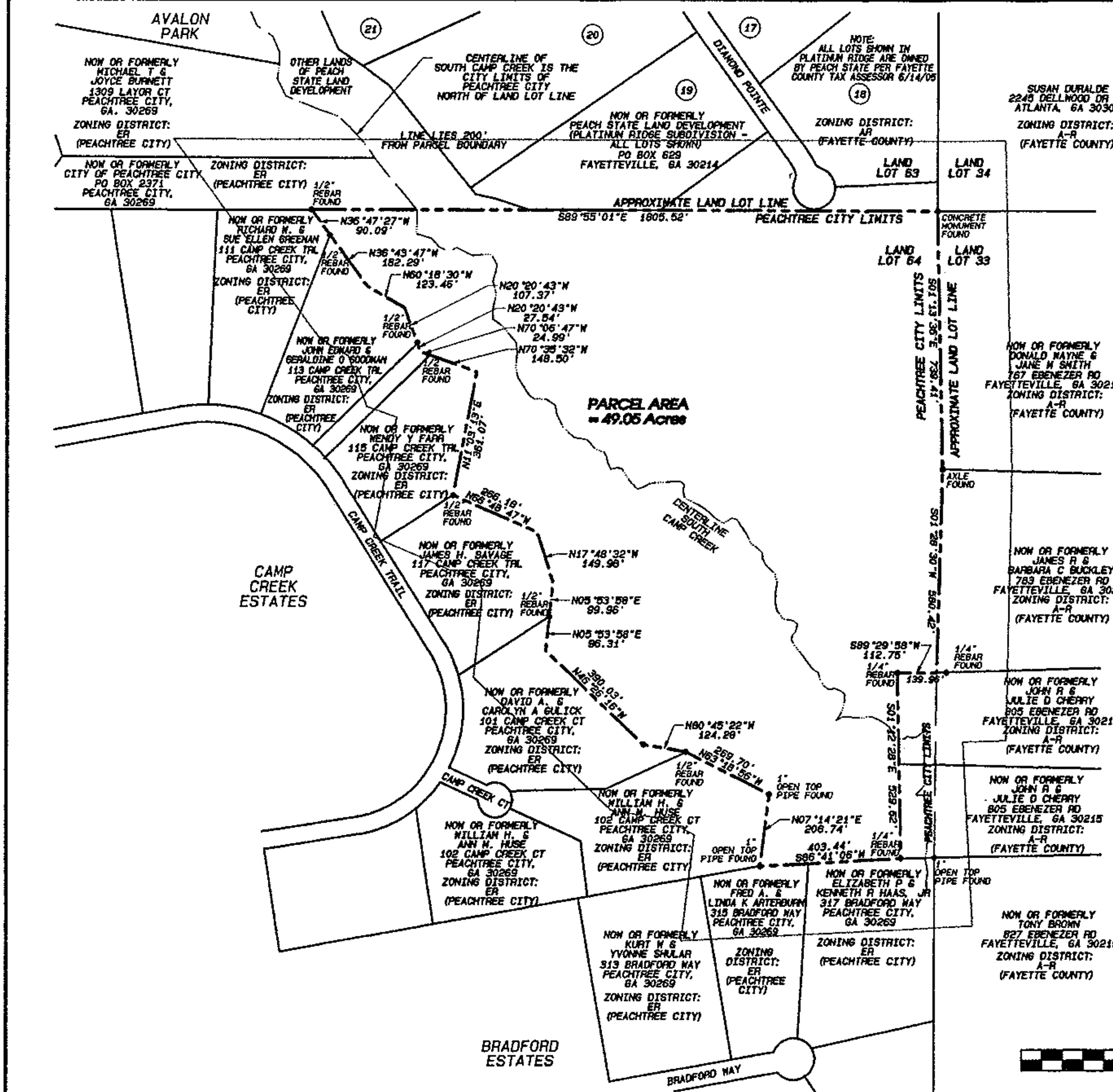
Budget impact:

Budget impacts associated with this request include the loss of impact fees and property taxes for three lots.

Attachments



Attachment "A"



THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT AND 770214 FEET.

ANGULAR AND LINEAR MEASUREMENTS WERE OBTAINED BY USING A TOPCON GTS-303 TOTAL STATION.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLUSURE PRECISION OF ONE FOOT IN 45200 FEET AND AN ANGULAR ERROR OF 1 SECOND PER ANGLE POINT AND WAS NOT ADJUSTED.

DATE FIELD SURVEY COMPLETED: JUNE 3, 2005

SURVEY REFENCES:
1. PLAT BOOK 32, PAGE 179 AVALON ESTATES
2. PLAT BOOK 7, PAGE 182 CAMP CREEK ESTATES
3. PLAT BOOK 20, PAGE 154 BRADFORD ESTATES
4. PLAT BOOK 32, PAGE 199 CHERRY PROPERTY
5. PLAT BOOK 11, PAGE 94 SMITH PROPERTY
6. PLAT BOOK 40, PAGE 97 PLATINUM RIDGE
7. DEED BOOK 267, PAGE 379 BUCKLEY PROPERTY
8. BOUNDARY SURVEY FOR PEACH STATE LAND DEVELOPMENT BY S.J. REEVES & ASSOCIATES

REFERENCES 1 THRU 7 FOUND ON FILE AT THE CLERK OF THE SUPERIOR COURT OF FAYETTE COUNTY.

THIS IS A REDUCTION OF A CERTIFIED SURVEY AND, AS SUCH, DOES NOT MEET STANDARDS CONTAINED WITHIN THE GEORGIA PLAT ACT. THIS DRAWING SHOULD NOT BE USED AS A LEGAL INSTRUMENT FOR THE TRANSFER OF LAND AND MAY NOT BE RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT.

GRAPHIC SCALE 1"=300'

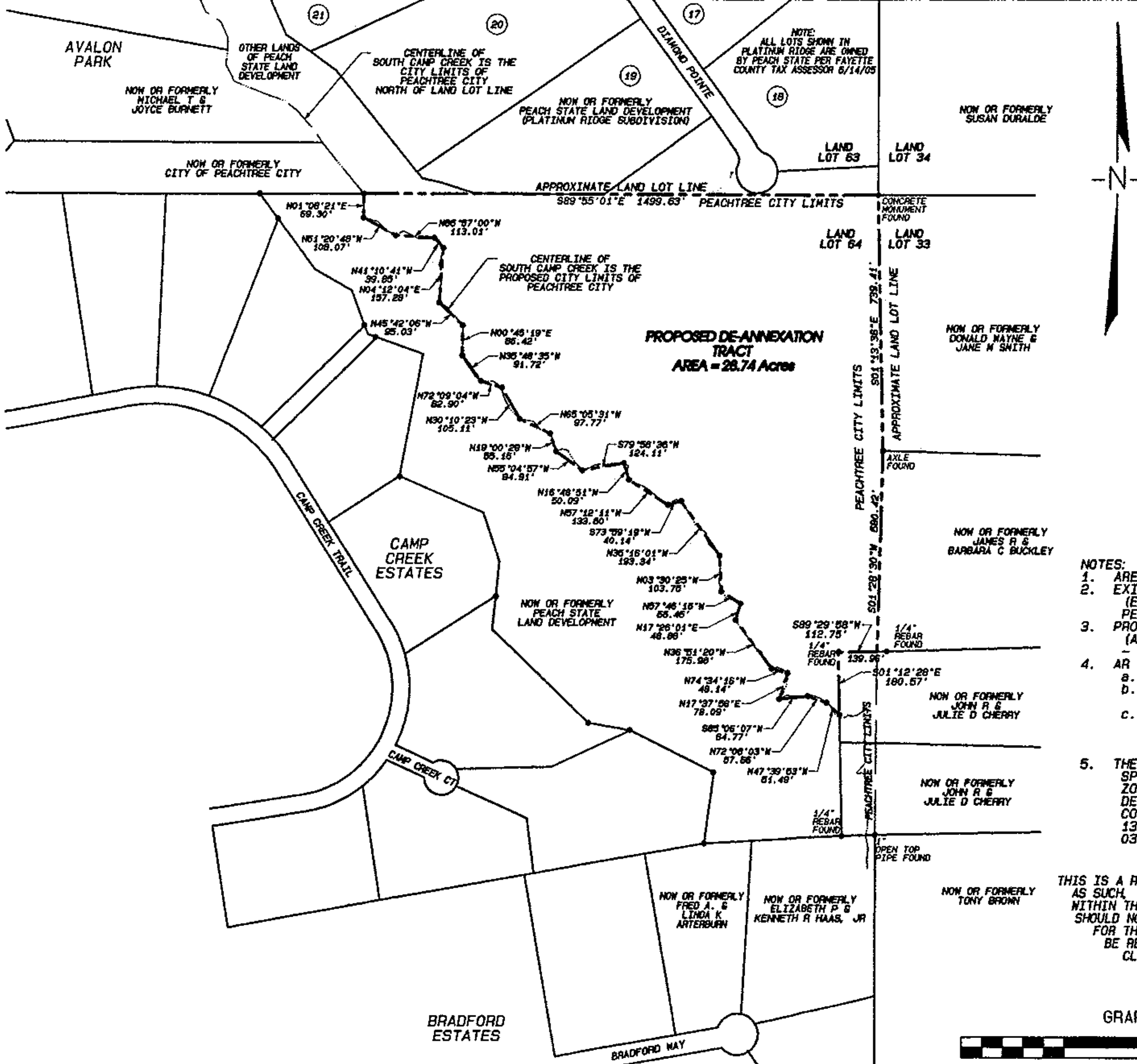
0 300 600 900

Robison Stanley & Company, Inc.
Land Planners, Land Surveyors, Engineers
4521 FAYETTEVILLE ROAD, GRIFFIN, GA 30223
(770) 228-6890, FAX (770) 228-6979

BOUNDARY DRAWING FOR PEACH STATE LAND DEVELOPMENT

LOCATED IN LAND LOT 64
7TH DISTRICT, CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA

Jun 14, 2005



NOTES:

1. AREA OF TRACT: 28.74 ACRES
2. EXISTING ZONING: ER (ESTATE RESIDENTIAL - PEACHTREE CITY)
3. PROPOSED ZONING: AR (AGRICULTURAL-RESIDENTIAL, DISTRICT - FAYETTE COUNTY)
4. AR ZONING DISTRICT REQUIREMENTS:
   a. MINIMUM LOT SIZE: 5 ACRES
   b. MINIMUM LOT WIDTH: 250' (AT FRONT SETBACK)
   c. SETBACKS
      FRONT: 75'
      SIDE: 50'
      REAR: 75'
5. THE PROPERTY LIES WITHIN SPECIFIC FLOOD HAZARD AREAS, ZONE AE AND FLOODWAY, AS DETERMINED BY F.I.R.M. COMMUNITY PANEL NUMBERS 13113C0080 D & 13113C0090 D, 03/18/96 EFFECTIVE DATE.

THIS IS A REDUCTION OF A CERTIFIED SURVEY AND, AS SUCH, DOES NOT MEET STANDARDS CONTAINED WITHIN THE GEORGIA PLAT ACT. THIS DRAWING SHOULD NOT BE USED AS A LEGAL INSTRUMENT FOR THE TRANSFER OF LAND AND MAY NOT BE RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT.

GRAPHIC SCALE 1"=300'

0 300 600 900

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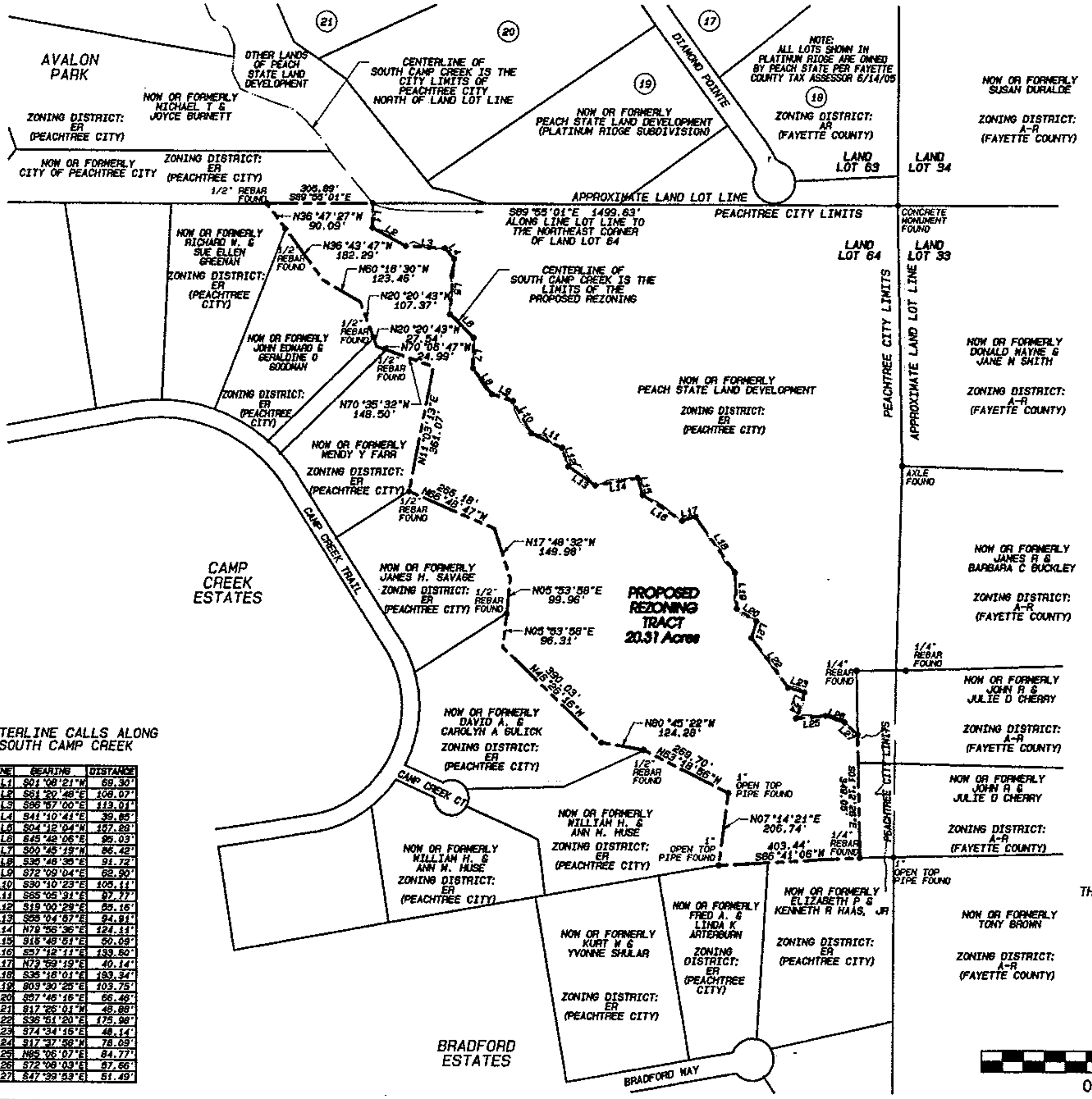
4521 FAYETTEVILLE ROAD, GRIFFIN, GA 30223
(770) 228-6890, FAX (770) 228-6979

DE-ANNEXATION DRAWING
FOR
PEACH STATE LAND DEVELOPMENT

LOCATED IN LAND LOT 64
7TH DISTRICT, CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA

Jun 14, 2005



-N-

CENTERLINE CALLS ALONG SOUTH CAMP CREEK

LINE	BEARING	DISTANCE
L1	S01°08'21"W	69.30'
L2	S61°29'48"E	108.07'
L3	S86°57'00"E	113.01'
L4	S41°10'41"E	39.85'
L5	S04°12'04"W	157.28'
L6	S45°42'06"E	95.03'
L7	S00°45'19"W	86.42'
L8	S35°46'35"E	91.72'
L9	S72°09'04"E	62.90'
L10	S30°10'23"E	105.11'
L11	S65°05'31"E	97.77'
L12	S19°00'29"E	85.16'
L13	S55°04'57"E	94.91'
L14	N79°56'36"E	124.11'
L15	S15°48'51"E	50.09'
L16	S57°12'11"E	133.80'
L17	N73°59'19"E	40.14'
L18	S35°18'01"E	193.34'
L19	S03°30'25"E	103.75'
L20	S57°45'16"E	66.46'
L21	S17°26'01"W	48.88'
L22	S36°51'20"E	175.98'
L23	S74°34'15"E	48.14'
L24	S17°37'58"W	78.09'
L25	N85°06'07"E	84.77'
L26	S72°08'03"E	87.66'
L27	S47°39'53"E	51.49'

NOTES:
1. AREA OF TRACT: 20.31 ACRES
2. EXISTING ZONING: ER (ESTATE RESIDENTIAL)
3. PROPOSED ZONING: OS (OPEN SPACE) AND CONSERVATION
4. THE PROPERTY LIES WITHIN SPECIFIC FLOOD HAZARD AREAS, ZONE AE AND FLOODWAY, AS DETERMINED BY F.I.R.M. COMMUNITY PANEL NUMBERS 13113C0080 D & 13113C0090 D, 03/16/96 EFFECTIVE DATE.

THIS IS A REDUCTION OF A CERTIFIED SURVEY AND, AS SUCH, DOES NOT MEET STANDARDS CONTAINED WITHIN THE GEORGIA PLAT ACT. THIS DRAWING SHOULD NOT BE USED AS A LEGAL INSTRUMENT FOR THE TRANSFER OF LAND AND MAY NOT BE RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT.

GRAPHIC SCALE 1"=300'

0 300 600 900

Robison Stanley & Company, Inc.
Land Planners, Land Surveyors, Engineers
4521 FAYETTEVILLE ROAD, GRIFFIN, GA 30223
(770) 228-6840, FAX (770) 228-6479

REZONING DRAWING FOR PEACH STATE LAND DEVELOPMENT

LOCATED IN LAND LOT 64
7TH DISTRICT, CITY OF PEACHTREE CITY,
FAYETTE COUNTY, GEORGIA

Jun 14, 2005

STATE OF GEORGIA
COUNTY OF FAYETTE

RESOLUTION
NO. 2005- 12

A RESOLUTION CONSENTING TO THE DEANNEXATION OF CERTAIN PROPERTY WHICH CURRENTLY LIES WITHIN THE INCORPORATED LIMITS OF THE CITY OF PEACHTREE CITY, GEORGIA AND UPON DEANNEXATION SHALL BE REMOVED FROM SAID INCORPORATED LIMITS AND LIE EXCLUSIVELY WITHIN THE JURISDICTION OF UNINCORPORATED FAYETTE COUNTY AND TO DECLARE THE COUNTY'S INTENTION; TO PROVIDE FOR ANY NECESSARY EXTENSION OF SERVICE TO THE SUBJECT AREA.

WHEREAS, a deannexation of certain property was requested by Mr. Rod Wright on behalf of Peachstate Land Development Corporation and all successors in interest thereto pursuant to the requirements of Section 36-36-22 of the Official Code of Georgia Annotated; and

WHEREAS, the County of Fayette, Georgia has determined that such deannexation, upon satisfaction of the below mentioned conditions, will meet the requirements of said law; and

WHEREAS, the Board of Commissioners for the County of Fayette has determined that the deannexation would be in the best interest of the property owners of the area deannexed and of the citizens of Fayette County, Georgia if said deannexation is conditioned upon appropriate action being taken by Peachtree City, Georgia, and the execution of a deannexation agreement by the County of Fayette and Mr. Rod Wright on behalf of Peachstate Land Development Corporation and all successors in interest thereto. Said agreement shall be attached to this Resolution and pertain to development and appropriate zoning in the subject area.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Fayette

Attachment "B"

County hereby consent to the deannexation of the area described below:

All that tract or parcel of land lying and being in Land Lot 64 of the 7th Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows "Begin at a concrete monument found at the northeast corner of Land Lot 64, 7th District; Thence proceed South 01 degrees 13 minutes 36 seconds East along the east line of Land Lot 64, a distance of 739.41 feet to an axle found; Thence continuing South 01 degrees 28 minutes 30 seconds West along the east line of Land Lot 64, a distance of 580.42 feet to a point; Thence proceed South 89 degrees 29 minutes 58 seconds West, a distance of 112.75 feet to a 1/4" rebar found; Thence proceed South 01 degrees 12 minutes 58 seconds East, a distance of 180.57 feet to a point located in the center of South Camp Creek; Thence proceed in a generally northerly and westerly direction following the meanderings of the centerline of South Camp Creek the following courses and distances: North 47 degrees 39 minutes 53 seconds West, a distance of 51.49 feet; North 72 degrees 08 minutes 03 seconds West, a distance of 57.66 feet; South 85 degrees 06 minutes 07 seconds West, a distance of 84.77 feet; North 17degrees 37 minutes 58 seconds East, a distance of 78.09 feet; North 74 degrees 34 minutes 16 seconds West, a distance of 48.14 feet; North 36 degrees 51 minutes 20 seconds West, a distance of 175.98 feet; North 17 degrees 26 minutes 01 seconds East, a distance of 48.88 feet; North 57 degrees 46 minutes 16 seconds West, a distance of 66.46 feet; North 03 degrees 30 minutes 25 seconds West, a distance of 103.75 feet; North 35 degrees 16 minutes 01 seconds West, a distance of 193.34 feet; South 73 degrees 59 minutes 19 seconds West, a distance of 40.14 feet; North 57 degrees 12 minutes 11 seconds West, a distance of 133.60 feet; North 16 degrees 48 minutes 51 seconds West, a distance of 50.09 feet; South 79 degrees 56 minutes 36 seconds West, a distance of 124.11 feet; North 55 degrees 04 minutes 57 seconds West, a distance of 94.91 feet; North 19 degrees 00 minutes 29 seconds West, a distance of 55.16 feet; North 65 degrees 05 minutes 31 seconds West, a distance of 97.77 feet; North 30 degrees 10 minutes 23 seconds West, a distance of 105.11 feet; North 72 degrees 09 minutes 04 seconds West, a distance of 62.90 feet; North 35 minutes 48 minutes 35 seconds West, a distance of 91.72 feet; North 00 degrees 45 minutes 19 seconds East, a distance of 86.42 feet; North 45 degrees 42 minutes 06 seconds West, a distance of 95.03 feet; North 04 degrees 12 minutes 04 seconds East, a distance of 157.28 feet; North 41 degrees 10 minutes 41 seconds West, a distance of 39.85 feet; North 86 degrees 57 minutes 00 seconds West, a distance of 113.01 feet; North 61 degrees 20 minutes 48 seconds West, a distance of 108.07 feet; North 01 degrees 08 minutes 21 seconds East, a distance of 69.30 feet to the intersection of the centerline of South Camp Creek and the north line of Land Lot 64; Thence proceed South 89 degrees 55 minutes 01 seconds East along the north line of Land Lot 64, a distance of 1499.63 feet to a concrete monument found at the northeast corner of Land Lot 64 and the Point of Beginning. Containing 28.74 acres, more or less.

The Board of Commissioners hereby agrees that upon satisfaction of all conditions stated below, the area shall be removed from the City of Peachtree City, Georgia, and henceforth shall lie in unincorporated Fayette County. The consent of the Board of Commissioners is conditioned upon the following events. One, the proper execution of the deannexation agreement attached hereto by the County of Fayette and Mr. Wright on behalf of Peachstate Land Development Corporation and all known successors in interest to any portion, parcel or part of the subject area. Two, the recording of said agreement and a copy of this Resolution in the Deed Records of Fayette County. Three, appropriate legal action by the City of Peachtree City to effect the deannexation.

RESOLVED FURTHER, that pursuant to Official Code of Georgia Annotated Section 36-36-2, this annexation shall not become effective until the first day of the month following completion of all actions upon which this deannexation is conditioned. Deannexation shall not be complete until satisfaction of all foregoing conditions.

FURTHER RESOLVED, that upon the effective date of deannexation, all necessary and appropriate government services shall be provided by the County of Fayette to the deannexed area.

SO RESOLVED this 10th day of November, 2005.

FAYETTE COUNTY GEORGIA

(Seal)

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: [signature]
GREGORY M. DUNN, Chairman

ATTEST:

Carol Chandler

~~Deputy~~ Clerk

DEANNEXATION AGREEMENT

This Deannexation Agreement is entered into this 10th day of November, 2005, by and between the County of Fayette, Georgia, acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County", and Peach State Land Development Corp., hereinafter referred to as "Owner", for the purpose of addressing several issues of concern which arise as a result of the deannexation of certain property.

WITNESSETH:

WHEREAS, the County must consent pursuant to O.C.G.A. § 36-36-22 with the deannexation of property into the County consistent with the parameters of law; and

WHEREAS, the County has chosen to implement conditions to address any concerns with the Deannexation; and

WHEREAS, Peach State Land Dev Corp is the owner of certain property which is adjacent to the County and which Owner desires to be deannexed from the City of Peachtree City and into the County; and

WHEREAS, said desire to deannex property from the City of Peachtree City has caused Owner to submit an application to deannex certain property from the City of Peachtree City, hereinafter "City".

NOW, THEREFORE, for and in consideration of the within promises and covenants, the receipt and sufficiency of which is hereby acknowledged by all parties, the County agrees to accept certain property described in Exhibit "A" attached hereto and hereby incorporated as follows:

1.

The relationship commenced by this Agreement between the County and Owner is contractual, pertaining to the real property which is the subject of this Agreement as more particularly described in Exhibit "A" attached hereto. No party hereto is an agent of any other party.

2.

It is the intent of the County and Owner to be bound by the terms of this Agreement concerning certain aspects of the development of the real property described in Exhibit "A" attached hereto and hereby incorporated herein, to effect the deannexation of property out of the City and into unincorporated County.

3.

Owner will benefit from the deannexation of the subject property through the ability to develop as desired and through the receipt of services from the County which are more appropriate for the proposed development than those available in the City. As a consequence, Owner will be required to pay taxes to the County. The County will benefit from the deannexation through the influx of new residential activity as a result of development by Owner, that is consistent with the language of this Agreement and all applicable laws, ordinances, and regulations. The County will be required to provide the same level of service to the area as it provides to all other areas of the County, if the deannexation is accomplished. This will result in an increased usage of County resources.

4.

Owner and the County agree that as a portion of the consideration for the deannexation, Owner will develop the area deannexed, in such a way as it conforms to all zoning requirements currently and/or hereafter in place for the subdivision known as Platinum Ridge [for which a Final Plat has been approved by Fayette County, Georgia which is dated December 1, 2004, a copy of said plat being attached hereto as Exhibit "B" and hereby incorporated herein] and in such a way as it conforms to all other county or state rules and procedures which, subsequent to the County's acceptance of the deannexation, are applicable to any development of the area described in Exhibit "A".

5.

Owner agrees that no development, land disturbance or similar activity shall occur on the area deannexed, as described in Exhibit "A", until Owner has sought and received zoning of the area described in Exhibit "A"which conforms to the Final Plat of Platinum Ridge Subdivision to which the area described in Exhibit "A" is to be added and which is within the Fayette County Zoning scheme and Owner has otherwise remained in compliance with all state and county rules and procedures which are applicable to development in the area described in Exhibit "A". Owner agrees that should such activity be attempted prior to approval of appropriate zoning, this will be a material violation of this Agreement. Fayette County will thereafter refuse issuance of any permit for further development or land disturbance in the deannexed area as further described in paragraph 6.

6.

Owner agrees that should any portion of the development of this deannexed area be constructed in such a way as to fail to comply with the minimum standards set forth in this Agreement, that Owner would be in violation of this Agreement. Owner further agrees that any such failure shall constitute a material violation and Owner recognizes that in the event that such a material violation occurs, no additional permits for land disturbance, building, certificates of occupancy, or similar activity shall be issued by the County for development in the subject area unless and until the material violation has been cured.

7.

Owner agrees that for so long as Owner has an ownership interest in the subject property, Owner is responsible for the construction of each structure in any development of the deannexed area whether Owner actually constructs said structures or not. Owner further agrees that any transfer of ownership in the subject property by Owner will include a reference to this Agreement as a condition running with the land. This Agreement shall be cross referenced by Owner with any record deed for the subject property to ensure that any future purchaser of the subject property is aware of, and agrees to be bound by the terms and conditions of this Agreement as if said purchaser were an original party to this Agreement. If said cross reference is properly made by Owner and/or said future purchaser is actually aware of this Agreement and the terms hereof, all responsibility and liability under this Agreement for construction on the transferred property shall shift to the purchaser, and away from Owner. The County will enforce the minimum standards of this Agreement regardless of the transfer of ownership, as if the transferee were an original party to the contract. It is the intent of Owner and the County to cause any future purchaser of the subject property to be bound by the same duties applicable to Owner via this Agreement.

8.

This Agreement represents the entire agreement between the parties. No other representations, whether written or oral, have been relied upon to induce any of the parties to enter this Agreement.

9.

Should any provision of this Agreement be found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

(SEAL)

FAYETTE COUNTY GEORGIA

BOARD OF COMMISSIONERS
COUNTY OF FAYETTE, GEORGIA

By: ____________________
Gregory M. Dunn, Chairman

ATTEST:

Carol Chandler
County Clerk

APPROVED AS TO FORM:

By: W. R. McNally
County Attorney

Sworn to and subscribed before
me this 29 day of Nov., 2005

Karen Morley
Notary Public

KAREN MORLEY NOTARY PUBLIC COMM. EXP. DEC. 12TH 2006 FAYETTE COUNTY, GA

PEACHSTATE LAND DEVELOPMENT
CORPORATION

(Corporate Seal)

By: Rod Wright
Rod Wright, President

ATTEST:

____
Secretary

Sworn to and subscribed before
me this 14 day of Nov., 2005

Karen Morley
Notary Public

KAREN MORLEY NOTARY PUBLIC COMM. EXP. DEC. 12TH 2006 FAYETTE COUNTY, GA

October 31, 2005

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 64 of the 7th Land District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows "Begin at a concrete monument found at the northeast corner of Land Lot 64, 7th District; Thence proceed South 01 degrees 13 minutes 36 seconds East along the east line of Land Lot 64, a distance of 739.41 feet to an axle found; Thence continuing South 01 degrees 28 minutes 30 seconds West along the east line of Land Lot 64, a distance of 580.42 feet to a point; Thence proceed South 89 degrees 29 minutes 58 seconds West, a distance of 112.75 feet to a 1/4" rebar found; Thence proceed South 01 degrees 12 minutes 58 seconds East, a distance of 180.57 feet to a point located in the center of South Camp Creek; Thence proceed in a generally northerly and westerly direction following the meanderings of the centerline of South Camp Creek the following courses and distances: North 47 degrees 39 minutes 53 seconds West, a distance of 51.49 feet; North 72 degrees 08 minutes 03 seconds West, a distance of 57.66 feet; South 85 degrees 06 minutes 07 seconds West, a distance of 84.77 feet; North 17degrees 37 minutes 58 seconds East, a distance of 78.09 feet; North 74 degrees 34 minutes 16 seconds West, a distance of 48.14 feet; North 36 degrees 51 minutes 20 seconds West, a distance of 175.98 feet; North 17 degrees 26 minutes 01 seconds East, a distance of 48.88 feet; North 57 degrees 46 minutes 16 seconds West, a distance of 66.46 feet; North 03 degrees 30 minutes 25 seconds West, a distance of 103.75 feet; North 35 degrees 16 minutes 01 seconds West, a distance of 193.34 feet; South 73 degrees 59 minutes 19 seconds West, a distance of 40.14 feet; North 57 degrees 12 minutes 11 seconds West, a distance of 133.60 feet; North 16 degrees 48 minutes 51 seconds West, a distance of 50.09 feet; South 79 degrees 56 minutes 36 seconds West, a distance of 124.11 feet; North 55 degrees 04 minutes 57 seconds West, a distance of 94.91 feet; North 19 degrees 00 minutes 29 seconds West, a distance of 55.16 feet; North 65 degrees 05 minutes 31 seconds West, a distance of 97.77 feet; North 30 degrees 10 minutes 23 seconds West, a distance of 105.11 feet; North 72 degrees 09 minutes 04 seconds West, a distance of 62.90 feet; North 35 minutes 48 minutes 35 seconds West, a distance of 91.72 feet; North 00 degrees 45 minutes 19 seconds East, a distance of 86.42 feet; North 45 degrees 42 minutes 06 seconds West, a distance of 95.03 feet; North 04 degrees 12 minutes 04 seconds East, a distance of 157.28 feet; North 41 degrees 10 minutes 41 seconds West, a distance of 39.85 feet; North 86 degrees 57 minutes 00 seconds West, a distance of 113.01 feet; North 61 degrees 20 minutes 48 seconds West, a distance of 108.07 feet; North 01 degrees 08 minutes 21 seconds East, a distance of 69.30 feet to the intersection of the centerline of South Camp Creek and the north line of Land Lot 64; Thence proceed South 89 degrees 55 minutes 01 seconds East along the north line of Land Lot 64, a distance of 1499.63 feet to a concrete monument found at the northeast corner of Land Lot 64 and the Point of Beginning. Containing 28.74 acres, more or less.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council Members**

VIA: **City Manager**
Interim Director of Developmental Services OWK

FROM: **City Engineer**

DATE: **January 12, 2006**

SUBJECT: **Georgia Department of Transportation**
Mowing and Maintenance Agreement for State Route 74
January 19, 2006 City Council Agenda

Recommendation:

That Council authorizes the Mayor to sign the Georgia Department of Transportation (GDOT) Mowing and Maintenance agreement for State Route 74 (SR 74) South between SR 54 and City Limits. (Agreement attached)

Discussion:

This agreement will be forwarded to GDOT's Preconstruction Design Department to have the center island (median) grassed instead of fill with concrete. This will allow the City to landscape the center median at a future date after the construction is completed. After the construction is completed, a landscaping plan for medians will be submitted to the GDOT for approval. The Public Works Department has been mowing the rights-of-ways on SR 54 and SR 74 since 1985 and maintaining the landscaped areas on SR 54 and SR 74 since1990. The City Attorney has reviewed the agreement.

Budget Impact:

There will be an operational cost to the Public Works Department Operating Budget in the future after the landscaping of the medians is completed.

Department of Transportation

HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404) 656-5277

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

January 11, 2006

City Engineer
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269
Attention: David A. Borkowski, P.E.

RE: Mowing and Maintenance Agreement; State Route 74; Peachtree City, Fayette County

Dear Mrs. Brown:

In order to accommodate the proposed future landscaping along State Route 74 the attached Mowing and Maintenance Agreement should be signed and sent back to this office. A copy of the Agreement will be forwarded to our Preconstruction Design Department so that they will have the center island grassed instead of concrete. This will acknowledge Peachtree City's intent to perform mowing and maintenance in the landscaped area following the project. After the project is completed, if landscaping is desired, a landscaping plan should be submitted to this office for review and approval.

Should you need any further assistance, please feel free to contact David Castleberry at (706) 646-6566.

Sincerely,
Mike England
District Traffic Engineer

By: Dan E. Woods
District Access Management Supervisor

Received
JAN 1 2 2006
Office of City Engineer
Peachtree City, G

ME:DW:dc
Cc: Thomas B. Howell

Rev. 04-01-2002

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

____

THIS AGREEMENT made and entered into this _____ day of _____________, 20____ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as **"DEPARTMENT"** or **"LICENSOR"**, and ______________________________________ hereinafter referred to as **"LICENSEE"**.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to mowing and trimming within **DEPARTMENT'S** right of way, hereinafter called the **"PROJECT"**, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The **PROJECT** location and concept as well as the duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI **WORK PLAN** of this Agreement, and further enumerated and described in Exhibit A – Application and Permit for Special Encroachment. This document is attached hereto and incorporated by reference as if fully set out herein. The required Special Encroachment permit is to be approved and issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI **WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II

EXECUTION OF CONTRACT AND AUTHORIZATION

TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within ten (10 days) after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement within thirty days after receiving a signed and executed copy of the Agreement.

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, trim, and maintain that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be indefinite unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the

DEPARTMENT. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV

ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE VI

INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

(a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence, or proof of self insurance.

(c) Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

Insurance shall be maintained in full force and effect during the life of the **PROJECT**. The **LICENSEE** shall furnish annually to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII

COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the review of the **DEPARTMENT'S** Legal Affairs Administrator, and must be approved in writing by the **DEPARTMENT**. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX

TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

The covenants herein contained shall, except as other wise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XI

WORK PLAN

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

Signed, Sealed, and Delivered this ______day of ____________, 20____.

GEORGIA DEPARTMENT OF TRANSPORTATION

____

Commissioner or designee
ATTEST:

____

Earl L. Mahfuz
Treasurer

LICENSEE:

____

(Title)

Sworn to before me this

_______day of ________________, 20____.

____

NOTARY PUBLIC
My commission expires ____________, ______.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

FROM: **Director of Leisure Services**

DATE: **Jan. 12, 2006**

SUBJECT: **Recreation Commission Presentation**
January 19, 2006, City Council Agenda

Recommendation: That the Mayor and Council consider, on an informational basis, the material provided during this presentation.

Discussion: The Chairman of the Recreation Commission, David Ring, will present an overview of activities and accomplishments that the Recreation Department and Commission have executed during calendar year 2005. The 20-minute presentation will include an introduction of current Recreation Commission members and staff structure, an overview of current recreational assets, a year in review, upcoming challenges and a sneak preview of the update to the Master Recreation Plan.

Budget Impact: None