

City Council of Peachtree City
Agenda
November 21, 2002
7:00 p.m.

- I. Pledge of Allegiance
- II. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Presentation of All Children's Playground Gold Level Plaque to Peachtree Civitans
 - Recognize Colleen Sugar, GRPA Volunteer of the Year
 - Recognize Scott Christopher, GRPA Maintenance Section Distinguished Professional
 - Proclamation for Bible Week
 - Proclamation for Shop Peachtree City Month
 - Recognize Employee of the Month
- III. Minutes
 - November 7, 2002 Regular Meeting Minutes
- IV. Consent Agenda
 - 1. Consider Ordinance Amendment Relative to Alcohol License Application
 - 2. Consider Ordinance Amendment Relative to Cart Path Littering Fines
 - 3. Resolution for Community Greenspace Trust Fund & Program
 - 4. Consider Drake Field Use Agreement for Lake Peachtree Silt Removal
 - 5. Consider Intergovernmental Agreement with Airport Authority for Deficit Reduction
 - 6. Consider Funding for LCI Master Plan
- V. Old Agenda Items
 - 10-02-01 Public Hearing – Rezoning – 355 Highway 74 North (Leach Property)
 - 10-02-02 Public Hearing – Rezoning – Stephens Tract, Highway 74 South
 - 04-02-06 Update on Traffic Calming Devices for Golf View Drive
- VI. New Agenda Items
 - 11-02-07 Alcoholic Beverage License – NEW – Hub's Birds & Brews
 - 11-02-08 Appoint City Attorney
 - 11-02-09 Appoint City Solicitor
 - 11-02-10 Consider Employee Dental Insurance Bid
 - 11-02-11 Consider Capital Project Prioritization/Consider Budget Amendment – Neely Station
 - 11-02-12 Consider Local Government Project Agreement with DOT for Utility Relocation
- VII. Council/Staff Topics
- VIII. Executive Session

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

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**City of Peachtree City
Minutes of Meeting
November 7, 2002
7:00 p.m.**

The City Council of Peachtree City met Thursday, November 7, 2002, 7:00 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, Dan Tennant, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown proclaimed Thursday, November 21, as Feed America Thursday and encouraged those attending the meeting to send the price of two meals to a charitable organization to help buy food for those in need.

Approval of Minutes

Tennant moved to approve the October 17, 2002, Regular Meeting Minutes as amended. McMenamin seconded. The motion carried unanimously.

McMenamin moved to approve the October 21, 2002, Special Meeting Minutes as written. Tennant seconded. The motion carried 4-0-1 (Rapson).

Consent Agenda

- 1. Alcoholic Beverage License – Change in License Representative – Planterra Ridge Golf Club**
- 2. Appointment to the Fayette County Public Library Board**
- 3. Consider Budget Amendment – Building Repairs at City Hall and Neely Fire Station Renovation**
- 4. Consider Bid – Building Repairs at City Hall – Exterior Wall Surfaces, Sealants, and Coatings**
- 5. Consider Bid – Neely Fire Station Renovation**
- 6. Consider External Marketing Agent for Sale of City Property**

McMenamin asked Fire Chief Lohr if he felt all of the firefighters' needs and the safety of the public were covered by the bids. Lohr said yes.

Brown noted there was a memo on the dais from staff regarding Item #4, the bid for building repairs at City Hall.

Rapson stated for the record that his mother-in-law was Marie Washburn, who had been recommended for the appointment to the Fayette County Public Library Board (Item #2). Rapson moved to pull Item #5 off the Consent Agenda. Tennant seconded. The motion carried unanimously.

Weed said he would abstain on Item #1. He said he knew all of the owners of Planterra Ridge Golf Club because they were all from his hometown, Lakeland, and one owner had contributed to his campaign.

Financial Services Director Paul Salvatore asked Council to also remove Item #3 from the Consent Agenda since it was related to Item #5.

Rapson moved to approve Consent Agenda Items #1, #2, #4, and #6, and that in conjunction with Item #4 that Council approve the bid for the City Hall exterior wall sealants and coating from Southeast Restoration and Fireproofing, Inc. in the amount of \$29,970. Rapson said Council could address how to pay for the work when they addressed #3 and #5. Tennant seconded. The vote on #1 carried 4-0-1 (Weed). The vote for #2, #4, and #6 carried unanimously.

Rapson said his concern with Item #5 was that there was a laundry list of other items and issues that had been identified as underfunded and unfunded. Rapson said he would like to see a list from staff of those items prioritized so he could look at the picture in total. Brown asked Rapson if he wanted to hold off on any action on these agenda items at this time. Rapson said yes.

McMenamin pointed out the Fire Department was unique and that the environment was needed so they could respond quickly. The improvements were not fluff, feel good improvements. She felt Council needed to look at other areas to cut since Chief Lohr had already trimmed his budget as much as possible. Rapson agreed, but said the list was needed so Council could prioritize the items. He said he wanted to prioritize the projects so they could live within the funding they had.

Brown said he saw the Fire Department renovations as something that needed to be done and that should have been done years ago. He said the Neely Station living quarters were in a state not fit for habitation. Rapson said the question was whether the fire station was the top priority. Rapson said he did not want to put off the renovations indefinitely, but pointed out they needed to finalize funding for TDK and were short on funding for Highway 54. He said Council needed to have the capital projects before them so they could prioritize them and make decisions.

McMenamin said Council needed to support Chief Lohr and the need was now considered critical for Neely Station. She moved that Council approved the funds for the renovation of Neely Fire Station as requested by staff and Chief Lohr. Brown seconded.

Tennant questioned what staff meant when they said New South's bid was "responsive" and if only one bid was received for the renovation. Tennant said he would not want to approve the bid based on that alone. He felt there should be more than one bid for the best interests of the taxpayer. McMenamin said seven companies attended the bid hearings and only two submitted bids. The other company did not include a price with the bid.

City Engineer Troy Besseche explained that staff decided to move forward with the bids after looking at how the bid was worded. New South had submitted a bid with everything that had been asked for and had submitted the bid on time. Tennant asked

how long it would take to re-bid the project. Besseche said it would take at least four weeks. Rapson suggested going back to the original seven companies that attended the bid hearing. Besseche and Financial Services Director Paul Salvatore noted the project fell under HB 1079.

Rapson said he understood there was only one good bid, but his concern was there were at least three critical projects coming up. He continued the building was workable and he wanted to make sure he had the financial information he needed to make the best decision.

McMenamin said New South put in a bid that followed the guidelines, and now Council was denying it because the other firms had decided not to bid on the project. She continued that New South's proposal was now public and that put the company at a disadvantage. She suggested that Council direct staff not to bring bids to them if only one bid was received.

Salvatore said the Neely renovations were originally budgeted at \$426,000 and was cut to \$200,000 during the budget process. Tennant agreed it was unfortunate for New South, but added there was a lot of money at stake.

Weed said the City had set up a fair system and the companies were unresponsive; however, if it took a week to get the information Rapson wanted then Weed said to get the information. Weed continued the system was fair and if only one bid came in then let the chips fall where they may.

Brown noted the bids went out properly and the results were in the meeting books. He asked if there had been any feedback from the companies that did not submit bids. Salvatore explained the project was a design/build, which added a twist and made the project more of a Request For Proposal (RFP) than a bid.

Brown said he agreed with the concerns on priorities, but felt they would get the same results if the project were bid again. McMenamin pointed out the disadvantage to re-bidding the project was that Council was not following the City's own guidelines for bids.

Salvatore pointed out the New South had spent time and money and put together a bid for both. He said they could bid out just the design work, then bid out the construction.

The motion failed 2-3 (Brown, McMenamin).

Rapson moved to approve the renovations in regard to the roofing, which were the critical needs for this project, and to have staff bring Council the critical projects so Council could make a decision on this project, as well as making a determination on rebidding the project. Salvatore said the roofing cost was \$24,000. Tennant seconded.

Brown said he would rather not bid on it at all until they got something back. Whether it was design/build or just the design, the roof could be altered somehow. Rapson said he understood the roof was critical and needed to be taken care of. Besseche said they had already waited a number of years.

Rapson withdrew his motion. Rapson moved to approve the immediate concerns, which were the renovations for City Hall, and to authorize staff to use the Bricks & Mortar loan proceeds from the facility buildout plan to implement those repairs. Weed seconded. The motion carried unanimously.

Rapson asked if a list of critical projects could be pulled together in a week. Salvatore said yes. Rapson said he would also like the directors' and chiefs' recommendations for the list. He asked that the vendor be contacted and told the matter had been tabled. Salvatore said they would find out if a written extension was required and would get that if necessary.

Old Agenda Items

09-02-08 Public Hearing – Charter Change Relative to City Attorney and City Solicitor Position

Tennant moved that Section 2.15 of the Peachtree City Code of Ordinances be modified to reflect the changes as outlined in the Council meeting book. Rapson seconded. The motion carried unanimously.

01-02-11 Consider Intergovernmental Agreement with the Airport Authority

Brown pointed out there were materials on the dais that were not included in the meeting books – the agreement signed by the Airport Authority and a legal opinion on the agreement from the City Attorney. McMenamin asked City Attorney Rick Lindsey if there were any changes from the agreement on the dais. Lindsey said no.

Rapson moved to approve the intergovernmental agreement for the Airport Authority before Council. Tennant seconded. The motion carried unanimously.

Rapson served on the agreement subcommittee and noted that it had been a pleasure working with Chairman Cathy Nelmes and the members of the Airport Authority.

New Agenda Items

11-02-01 Public Hearing – Variance – Lot 45, Wilshire Estates

11-02-02 Public Hearing – Variance – Lot 46, Wilshire Estates

11-02-03 Public Hearing – Variance – Lot 58, Wilshire Estates

McMenamin asked if the variances could be handled at the same time. Lindsey suggested they be handled at one time. Rapson said he had issues with two of the variances, but all three could be handled at the same time and then voted on with separate motions.

Andy Jones of Integrated Science & Engineering represented Centex Homes. Jones said this was the back phase of Wilshire and had 14 lots that fronted against a preserved area that was part of the creek with a stretch alongside it that was floodplain. Lots 45 and 46 were side-by-side in the northern cul-de-sac and Lot 58 was in the southern cul-de-sac. Jones said the variances for Lots 45 and 46 were for the difference between the floodplain marked on the FEMA map and what was found when the floodplain was field located. He continued the street was originally designed as a through street to Highway 74, but after discussing it with city staff the street became a cul-de-sac. When the street was reconfigured to put the lots around the cul-de-sac, the rear corner of the lot was impacted.

Jones said there were eight lots impacted by the field locations. They were able to work with some of the lots; however, they were unable to reconfigure things for these three lots. Jones noted that because these were cul-de-sac lots they were narrower to the front than the back and the houses could not be pushed forward. They also looked at putting custom houses on the lots, but would have to reduce the size of the homes to 2,000 square feet or less, which did not match the other homes in the community that were around 3,000 square feet.

Jones explained the FEMA maps and said the floodplain in the area was around 1,010 feet. The floodway was 830 feet. The total cross-sectional area of the floodway was 7,280 feet. The average cross-sectional area of the impact was less than 31 square feet. Jones said the impact was not outside of the property lines. The total amount of fill on each lot was a very small amount of dirt and was less than half an inch (.03 feet). He said flood plain analysis was very complicated and believed the impact would be less once the calculations were completed. He continued there would be minimal impact to the client and to the City and there would be no measurable problem downstream and upstream. All of the circumstances combined meant there was virtually no impact on the floodplain.

Tennant asked if there would be any downside, or negative, to the residents. Jones said no and that he could find no downside to any of this.

Besseche said they had worked for some time to get better survey information than what was provided by the original engineer for the project, and the applicant had reduced the impact to three lots. Building in the floodplain was prohibited by the flood control ordinance, so the variances could not be approved at staff level. Based on the information provided and the technical merits of the information, Besseche told Council staff recommended approval of the variances.

Brown asked if the house on Lot 46 could be brought forward toward the street to alleviate the fill. Jones said moving the house forward created other problems with the setbacks. Brown said Council could grant a variance to move the house forward and keep it out of the floodplain. He felt that was a better option.

Rapson said Lot 46 was the only lot that the plan would have minimal effect on. He said looking at the criteria for a variance, it look liked someone made a mistake and the houses should not be placed on the lots. He did not feel that generated a financial hardship or a special circumstance.

Weed asked Jones if he had considered Article 13 of the Appeals and Variances section and the standards Council had to use to make a decision. Jones said they had considered all aspects and both sides, but was not sure what was in Article 13. Jones told Weed there were 250 houses in the subdivision and three lots were under consideration for a variance.

Brown noted that the City had created somewhat of a hardship on Lot 58 because the original plan was to bring the road out to Highway 74 and the plan had to be altered for the cul-de-sac. Rapson said he walked all three lots and sank deep when he walked onto Lot 45. It looked like all of the water flowed down to Lot 58. Jones said the flow was perpendicular with the road. Rapson said it looked like a pond-type settlement with all the rain. Jones said everything was very flat and water flowed in all directions, which created some of the discrepancies.

Brown asked John Zadjura of Centex Homes what would keep the homeowner from disturbing the floodplain even more. Zadjura said the City required them to put concrete monuments on the lots to locate the floodplain and that was when they found the discrepancies. Brown asked if there would be anything in the deed to let homeowners know they could not alter the floodplain. Zadjura said the deeds referred to the City ordinance and the Homeowner Association documents.

Brown asked if there would be problems with settling because of the fill. Zadjura said they would get an engineer's certification and do what the soils engineer recommended.

Carol Fritz told Council that she was against putting houses in the floodplain. She cited problems with her home and said additional development that went in above the stream would impact these homes at some point. She said her home had all the engineers' certifications and they were still coming out to her house and trying to correct problems with the foundation. She said she knew it was not intentional and it was a sad mistake because the area could not be backfilled correctly.

Tennant said that in light of staff's recommendation and because there would be no negative impact, he was in favor of granting the variances. Brown said he would rather grant a variance to move the house on Lot 46. Rapson said he would favor tabling Lot 46 with direction to staff to work with the applicant. He said he was not in favor of approving a variance for Lots 45 and 58 and there were no special circumstances.

Besseche said Centex gained a lot by not putting the road through to Highway 74. Brown said he was trying to decide if the City had an impact on Lot 58 because of the design change. Besseche said the City did share in some of the problems with the lot.

McMenamin asked Besseche if it was policy to get local approval on the floodplain or did they have to get approval on all the requirements before it came to Council. Besseche answered that this was not something ordinarily done, but staff was working with FEMA on another project that predated the 1996 map revision. Jones said FEMA was less restrictive and the floodplain could be filled as long as the flow was not changed more than one foot. A permit was not needed from the Corps of Engineers. Weed asked if the reconfiguration of Lot 58 affected the floodplain or if the floodplain was already there. Besseche said the floodplain was already there.

Rapson moved to table Lot 46, 11-02-02, with the direction for developer to get with City staff and bring back a recommendation. Tennant seconded. Brown noted that it was a request for an alternative to backfilling the floodplain. Rapson said the clarification was for staff to bring back something other than what was before Council. The motion carried unanimously.

Tennant moved to grant a variance on Lot 45 subject to recommendations and stipulations as provided by City staff and presented in Council book by the position paper as a condition of approval. Brown seconded.

Brown said he felt Lot 45 was pushing it. He noted Wynn's Pond and other areas where there were problems with flooding. He did not want that situation in another subdivision. He felt there were several occurrences in the City where the floodplain had been maxed out. Besseche said each situation in the City was different and hydraulics were very complicated. The situation in Wynnmeade was substantially different with the spillway controlling the floodplain elevation. The amount of fill on Lot 45 was more than on the other lots. Besseche said the floodplain on Flat Creek was substantially wider than on Line Creek or Camp Creek. He said that made the variances unique since they were dealing with 1,000-foot widths, not situation where the lots were very close to the floodway. He felt that was an important distinction.

Tennant asked Besseche if he was comfortable with the information provided by Integrated. Besseche said it seemed accurate. He did not go over the calculations since most calculations were done by computer. He said he was comfortable with the certification letter that had been written.

Rapson said it was a matter of protecting the floodplain like the City protected its greenbelts.

The motion failed 1-4 (Tennant).

Brown moved to approve the variance for Lot 58, 11-02-03, with the conditions stated in the documents provided by City staff. Tenant seconded.

Brown said the City caused the realignment of the subdivision by not allowing the road to go through to Highway 74. He said he appreciated the road realignment. Weed stated "the floodplain was a floodplain was a floodplain." There was nothing the City did as far as floodplain. The floodplain was there and that was not the City's fault. Rapson said if the road had been there the houses would not, so it was a circular argument.

Lindsey suggested Council might also want to table Lot 58 if it might be possible to also move the house. Brown felt it was not an option for that lot.

The motion failed 2-3 (Brown, Tennant).

Weed asked staff to make sure the Article 13 standards were included in the meeting book every time.

Lindsey suggested Council set a specific date for consideration of Lot 46. Council agreed to the December 5, 2002.

11-02-04 Public Hearing – Reaffirm Multi-family Moratorium

Tennant moved to extend the multi-family moratorium beginning January 1, 2003 for one year. McMenamin seconded. The motion carried unanimously.

11-02-05 Public Hearing – Reaffirm Annexation Moratorium

McMenamin commented that moratoriums were sometimes seen as band-aids to reassure the public of Council's intentions. The moratorium did not shut the door on annexation since people had the right to approach City staff if they felt they had a viable plan. It did not shut the door, but sent a strong message. She moved to reaffirm the annexation moratorium for one year beginning January 1, 2003. Brown seconded.

Lindsey commented that moratorium did prevent staff from working on an annexation application, but gave the applicant the right to come to Council to lift the moratorium so staff could work on the application.

The motion carried unanimously.

11-02-06 Consider Ordinance Relative to Notifying Homeowners of Site Limitations

Brown moved to continue the agenda item until November 21 due to a major conference involving many local real estate agents. McMenamin seconded. The motion carried unanimously.

Council/Staff Topics

There were no Council/Staff topics.

There being no further business to discuss, Tennant moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 8:25 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Interim City Manager *OK*

FROM: Administrative Services Director/ City Clerk *JSM*

DATE: November 6, 2002

SUBJECT: Ordinance Amendment Relative to Alcohol License Application Fees

Council has adopted several changes to city fines and fees, including the Alcoholic Beverage fees. The approved alcoholic beverage application processing fee for 2002 is \$175, and the fee for 2003 will increase to \$200. To reflect these changes, staff is recommending the following housekeeping amendment to the Alcoholic Beverage Ordinance be adopted to eliminate the need to amend the ordinance each time fees change. The proposed change is noted below:

The application, when filed with the city clerk, shall be accompanied by a processing fee of ~~\$150.00~~ adopted by the Mayor and City Council. This processing fee is separate from and shall not be credited to the license fee. The processing fee will not be refunded if the requested license is not granted.

Staff recommends that Council adopt the change.

JSM/bt

ORDINANCE # _____

AN ORDINANCE TO AMEND ARTICLE II SECTION 6-37
OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR
ALCOHOL LICENSE APPLICATION FEES 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 Article II, Section
6-37 (c) be deleted in its entirety and replaced read as follows:

Section 6-37. Contents of application for license.

(c) The application, when filed with the city clerk, shall be accompanied by a processing fee adopted by the Mayor and City Council. This processing fee is separate from and shall not be credited to the license fee. The processing fee will not be refunded if the requested license is not granted.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their entirety. Done, Ratified, and Passed this 21st day of November 2002.

Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Interim City Manager 

FROM: Administrative Services Director/ City Clerk 

DATE: November 6, 2002

SUBJECT: Ordinance Amendment Relative to fines for littering on the Golf Cart Paths

Currently, the city imposes fines for littering on the golf cart paths that are double those for littering on the streets, as approved by the City Council and our Municipal Court Judge. This fine structure is provided for in Peachtree City's Golf Cart Ordinance. However, an older provision in the Ordinance on Streets, Sidewalks and Other Public Ways retained the old verbiage establishing the same fines for littering on the paths as for littering on the streets.

The proposed change to the Streets, Sidewalks and Other Public Ways Ordinance is noted below:

(4) d. Littering on the paths shall be subject to ~~the same~~ **twice the** fines and penalties as littering on the streets. All litter shall be deposited in the receptacles provided.

Staff recommends that Council adopt this housekeeping change to reflect the fine structure established in the Golf Cart Ordinance.

JSM/bt

ORDINANCE # _____

AN ORDINANCE TO AMEND ARTICLE II SECTION 70-36
OF THE PEACHTREE CITY CODE OF ORDINANCES TO PROVIDE FOR
FINES FOR LITTERING ON THE PATHS 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 Article II, Section
70-36 (4) (d) be deleted in its entirety and replaced read as follows:

Section 70-36. Use.

(4) d. Littering on the paths shall be subject to twice the fines and penalties as littering on the
streets. All litter shall be deposited in the receptacles provided.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed in their
entirety. Done, Ratified, and Passed this 21st day of November 2002.

Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Interim City Manager 

FROM: Director of Leisure Services 

DATE: Nov. 12, 2002

SUBJECT: Community Greenspace Program: Resolution

Staff requests that the Council approve the attached Resolution stating the mayor and council's support of the 2003/04 Community Greenspace Program. The Resolution also authorizes continued maintenance of the Community Greenspace Trust Fund, a special account within the city budget where the grant funding is deposited. In addition, the Resolution authorizes the mayor to sign Greenspace Grant Agreements. Attached also is the Fayette County application for state fiscal year 2003 prepared by County Planner Pete Frisina, in coordination with municipal greenspace coordinators from Peachtree City, Fayetteville and Tyrone. These documents must be forwarded to the Department of Natural Resources by Nov. 31 in order to be considered for this year's grant.

As you know, the city has participated in this program along with the County, Fayetteville and Tyrone since 2001. In those two years, Peachtree City has received just over \$500,000 in state grants that have augmented local funding to purchase Drake Field, which is being purchased in three phases. This is about one-third of the total allocation awarded to the county; the allocation from the state to the county and participating cities is based on population.

The first two parcels of Drake Field have been purchased. The funding we obtain from this application package, expected to be about \$250,000, will help fund purchase of the final parcel at Drake Field. This will place the entire 10-acre tract under permanent protection in accordance with the Greenspace Act. This means that, in perpetuity, it will be preserved as a natural setting, to be enjoyed by the public, will help protect the flood plain, and will contribute to the cleanliness of Lake Peachtree, a drinking water reservoir.

Attached, I have provided a summary of the City's Greenspace Program goals for your review. Because we are obligated to purchase the third parcel of Drake Field, that is obviously the goal for the grant this year. \$475,000 is earmarked in the city budget to augment the greenspace grant to complete that purchase. This amount may have to be amended, depending on the actual grant amount. Due to uncertainty of local budget resources and the myriad unfunded projects already identified in upcoming years, no local funding has been allocated for greenspace in the future. However, it should be pointed out that the Greenspace Grant does not have a matching requirement, so funds can be used without a local match if the purpose of expenditure is within the Community Greenspace Program guidelines.

It is our intent to permanently protect about 1,920 acres of land already owned by the city (buffers, greenbelts, open space) that have limited use under our ordinances, but are not permanently protected to the degree that the Greenspace Act affords. We will attempt to use the greenspace funding to pay legal and other associated fees for that process. We will also work to obtain donations of land from private and other public entities, and we have identified some attractive pieces of property in the city that, if purchased, would further the greenspace goals. However, purchase of those pieces is not our primary focus at this time.

You should also be aware that the state has changed the Greenspace Program allocation this year. In years past, participating counties received a total allocation, based on population. This total was then divided amongst the county and participating cities based on population. This year, counties will receive only 90 percent of their allocations, which will then be distributed to cities based on population.

The remaining 10 percent is being set aside for cities on a more competitive basis, under a new program called, "Supplemental Fund for Matching Grants," established by Senate Bill 438 of the 2002 Session. The state instituted this program to provide additional financial assistance to certain municipalities, and to encourage municipalities to generate local funds for greenspace purposes. This means that Peachtree City, Tyrone and Fayetteville will be competing for about \$90,000.

The basis for competition is how much local funding each city spent during the preceding state fiscal year directly on greenspace projects. The funds may have been spent on greenspace planning, acquisition or management of greenspace land. The sum of each city's expenditures will comprise that city's request for supplemental funds. Once applications for this grant from cities within a particular county are in, all city requests (within a particular county) will be totaled together and each city total will be divided into that grand total to derive a percentage. That percentage will then be applied to the total amount of supplemental funding the county is obtaining, and will derive each city's share.

We will be applying for the supplemental grant, which is due by March 31. Our preliminary figures show that in acquisition fees alone last year we expended \$250,000 for acquisition and \$7,490.43 in closing fees. We believe we merit a fair share of the supplemental funding. We still have not factored in the cost of staff planning time, which should yield a substantial figure.

Again, staff asks that the Council approve the attached Resolution supporting the Greenspace Program. This signed resolution will become part of the package that will be forwarded not later than Nov. 31 to the Department of Natural Resources for consideration by the Greenspace Commission.

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A COMMUNITY
GREENSPACE TRUST FUND AND ADOPTION OF A COMMUNITY GREENSPACE
PROGRAM FOR THE CITY OF PEACHTREE CITY.**

- WHEREAS:** The Georgia General Assembly enacted legislation creating a Georgia Greenspace Program to promote the permanent protection as greenspace of at least 20 percent of each eligible county's geographic area; and
- WHEREAS:** The Georgia General Assembly enacted legislation creating the Georgia Greenspace Trust Fund and provided appropriations to that fund for the purpose of awarding grants to eligible counties as provided for in the Georgia Greenspace Program; and
- WHEREAS:** The Georgia Greenspace Program statute requires that each county and each municipality electing to participate in the Georgia Greenspace Program establish a Community Greenspace Trust Fund; and
- WHEREAS:** The Georgia Greenspace Program requires that each county and each municipality that has received approval of its Community Greenspace Program by the Georgia Greenspace Commission shall sign a grant award agreement executed by the Georgia Department of Natural Resources; and
- WHEREAS:** The City of Peachtree City recognizes that the preservation of community greenspace is in the best interest of the citizens of our county; and
- WHEREAS:** The City of Peachtree City desires to participate in cooperation with Fayette County in the Georgia Greenspace Program; and
- WHEREAS:** The City of Peachtree City desires to receive grants from the Georgia Greenspace Trust Fund to assist the county in achieving the goal of permanently protecting greenspace; and
- WHEREAS:** The City of Peachtree City recognizes that the establishment of a Community Greenspace Trust Fund is in the best interest of its citizens

NOW THEREFORE, IT IS HEREBY RESOLVED, that the City of Peachtree City, in cooperation with Fayette County, has adopted the Community Greenspace Program described in the report attached to this resolution and by reference incorporated herein, and that said report sets forth Fayette County's greenspace protection goal and the methods and schedule this body intends to use to achieve that portion of the stated goal that is applicable to the City of Peachtree City

IT IS HEREBY FURTHER RESOLVED, that the City of Peachtree City will diligently pursue the implementation of that portion of the Community Greenspace Program applicable to the city as described in the attached report;

IT IS HEREBY FURTHER RESOLVED, that the City of Peachtree City has authorized and shall establish a Community Greenspace Trust Fund to accept grants from the Georgia Greenspace Trust Fund and to accept funds from any other sources consistent with the Georgia Greenspace Program; that such Community Fund shall be a special revenue fund as defined in O. C. G. A. Section 36-81-2; and that such Community Fund shall be consistent with the provisions of O. C. G. A. Section 36-22-4, 36-22-7 and 36-22-12 and with the Rules of the Georgia Department of Natural Resources Chapter 391-1-4 for administering the Georgia Greenspace Program.

IT IS HEREBY FURTHER RESOLVED, that the City of Peachtree City has described the sources of funding for greenspace that are available to the city other than the funds it will receive from the Georgia Greenspace Trust Fund; and

IT IS HEREBY FURTHER RESOLVED, that the City of Peachtree City will enter into a contractual agreement with the Georgia Department of Natural Resources to receive grant funds from the Georgia Greenspace Trust Fund, by authorizing Stephen D. Brown, Mayor, to sign the grant award agreement for the city.

This Resolution is adopted this 21st day of November 2002.

Stephen D. Brown, Mayor

City Council of Peachtree City

Jane S. Miller, City Clerk

ATTEST

Summary of Greenspace Goals:

Peachtree City: Peachtree City intends to meet its green space goal as follows:

1. Complete the three phase acquisition of Drake Field using leveraged greenspace funds in 2003. The City has earmarked funds to assist in this purchase, but will depend on greenspace funding to complete the transaction.
2. Provide permanent protection to 1,920 acres of land already owned by the city, largely along flood plains and streams, greenbelts and other open space. Permanent protection is to be achieved using permanent conservation easements. Other fee simple property acquisitions mentioned below could also be permanently protected with conservation easements.
3. Negotiate with other public agencies for land similar to, and in some cases contiguous with, that in number 2, to either have land donated to the city for permanent protection, or to have those agencies place permanent protection on it.
4. Negotiate with private interests to obtain about 250 acres of land through donation as part of requested rezoning action, as well as various site plan approval requests along creeks, tributaries or flood plains.
5. Acquire land south of Photocircuits (fee simple, by land donation and a below market value cash contribution) to provide permanent wetland protection and habitat preservation.
6. Acquire land in Wynnmeade subdivision, fee simple purchase, to provide stream protection and enhance the storm water runoff program in that area.
7. In working with other governments, the City anticipates being able to protect at least 157 acres of prime green space through negotiated conservation easements. This is to be a continuing process aimed mainly at wetlands and other publicly owned watershed protection areas.

FAYETTE COUNTY COMMUNITY GREENSPACE PROGRAM

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Fayette County Community Greenspace Program

1. Executive Summary

a. The purpose of the Fayette County Community Greenspace Program is to forward the goal set out in Senate Bill 399 of protecting a minimum of 20 percent of the land area within Fayette County as permanently protected greenspace. The preservation and protection of Fayette County's natural resources and character will enhance the quality of life for generations to come.

b. Participating with the County in the Fayette County Community Greenspace Program are the municipalities of Fayetteville, Peachtree City, and Tyrone. Each municipality has established a separate community greenspace trust fund. The municipalities of Brooks and Woolsey have elected to not participate in Georgia Greenspace Program with the county due to the small amount of grant funds they would receive.

c. For the purpose of the Georgia Greenspace Program, Fayette County is 126,881 acres in size. The 20 percent protection goal is 25,367 acres. The County and participating municipalities will strive to meet this goal by 2053. Fayette County's primary target for permanent protection will be stream corridors which contain watershed protection areas, flood plains, wetlands, and riparian areas. Fayetteville and Tyrone will utilize the program to maintain their small town character by protecting stream corridors and scenic vistas. Peachtree City will add additional acreage to its system of nearly 100 miles of recreational paths. Fayette County, including the municipalities, currently contains approximately 889 acres of permanently protected greenspace.

d. Fayette County and the participating municipalities will utilize fee simple purchases, donations of property, property rights, and local ordinances and regulations to achieve their 20 percent goals. Conservation easements and deed restrictions will be the primary tools employed to maintain permanent protection of greenspace areas.

e. The major legal barrier identified is ordinances and regulations which do not require permanent protection of property. The major structural barriers identified are the lack of funding and the reluctance of property owners to sell or relinquish property rights. The following solutions are proposed:

1. Amend various ordinances and regulation to require permanent protection which will comply with the intent of the Georgia Greenspace Program;
2. Explore additional funding sources;
3. Develop a public education program.

Fayette County Community Greenspace Program

2. Introduction

a . The purpose of the Fayette County Community Greenspace Program is to forward the goal set out in Senate Bill 399 of protecting a minimum of 20 percent of the land area within Fayette County as permanently protected greenspace. This permanently protected greenspace will be used to achieve to the greatest degree possible the goals outlined in Senate Bill 399. These goals are water protection, flood protection, wetlands protection, reduction of erosion, protection of riparian buffers, protection of archaeological and historic resources, provision of passive recreation and connection of existing or planned greenspace areas.

Fayetteville and Tyrone are participating because they are growing rapidly and losing greenspace to development. Their goals are to maintain their small town atmosphere, preserve natural resources, and provide a clean and adequate water supply to future residents. Peachtree City desires to participate for the purposes of permanently protecting wetlands and flood plains; buffering streams, ponds and lakes; protecting wildlife and areas of significant vegetation; and preserving areas of natural beauty.

b. The Fayette County Community Greenspace Program will be administered by the Fayette County Planning Department. All correspondence to Fayette County concerning the Fayette County Community Greenspace Program should be directed to:

Fayette County Planning Department
140 Stonewall Avenue West, Suite 202B
Fayetteville, GA 30214
Attn. Peter A. Frisina, AICP
Ofc: (770) 460-5730 Ext. 5160
Fax: (770)460-8663
E-mail: pfrisina@admin.co.fayette.ga.us

c. The municipalities of Fayetteville, Peachtree City, and Tyrone have elected to participate in a cooperative greenspace program with the county and each will establish a separate community greenspace trust fund. All correspondence to these municipalities concerning the Fayette County Community Greenspace Program should be directed to:

Don Easterbrook
City of Fayetteville
Director of Engineering
240 South Glynn Street
Fayetteville, GA 30214
Telephone: (770) 461-6029
Fax: (770) 460-4238
e-mail: deasterbrook@fayetteville-ga-us.org

Randy L. Gaddo
City of Peachtree City
Director of Leisure Services

Fayette County Community Greenspace Program

191 McIntosh Trail
Peachtree City, GA 30269
Telephone: (770) 631-2542
Fax: (770) 631-2541
e-mail: dls@peachtree-city.org

Barry G. Amos
Town of Tyrone
Town Manager
811 Senoia Road
Tyrone, GA 30290
Telephone: (770) 487-4038
e-mail: townmanager@tyrone.org

The municipalities of Brooks and Woolsey have elected to not participate in Georgia Greenspace Program with the county. However, Brooks and Woolsey will cooperate with Fayette County in the administration of its greenspace program by allowing appropriate areas within these two jurisdictions to be indicated on the future greenspace map.

3. County Description

a. Physical Characteristics

Unincorporated Fayette County: Unincorporated Fayette County is divided into three major drainage basins, Line Creek, Whitewater Creek, and the Flint River. Each of these basins are utilized as water supplies for the Fayette County and the City of Fayetteville Water Systems. The Fayette County Water System is the major water supplier in Fayette County serving the unincorporated county, Brooks, Peachtree City, Tyrone, and Woolsey.

The topography of Fayette County consists of gently rolling terrain. The highest elevations are approximately 1,000 feet above sea level. These areas are located in the north and northwestern portions of the county. The lower elevations along streams range from 740 to 760 feet above sea level.

Vegetative cover ranges from heavily wooded to farm fields and pasture lands. Most heavily wooded areas are associated with streams corridors. Agricultural landscapes are scattered throughout the county with the majority located in the southern portion of the county.

Historical resources in Fayette County consist of residential structures of historical architectural significance. These structures have been inventoried in the Architectural Survey of Fayette County. Groups of these structures exist within the Brooks, Fayetteville, Tyrone and Woolsey. In the unincorporated county, these structures are generally scattered. However, there are three areas where concentrations of these historic structures exist. These areas are the Hopeful area along S.R. 92 north, the Kenwood area in the vicinity of S.R. 85 north, and the Inman area along S.R. 92 south.

For the most part, the unincorporated area is developing in a low density residential land use pattern. The municipalities of Fayetteville, Peachtree City and Tyrone are more urban in nature

Fayette County Community Greenspace Program

than the unincorporated county and as a result contain a greater ratio of nonresidential to residential development.

The unincorporated area generally falls into two categories: a suburban area and a rural area. The suburban area consists of single-family residential subdivisions with lot sizes ranging from one up to five acres which have been developed over the last 30 years. The rural area consists of large agricultural tracts of land, some single-family residential subdivisions and scattered single-family residences.

Fayetteville: The City of Fayetteville is the county seat for Fayette County, and is comprised of approximately 6,610 acres. The 2000 Census population for City of Fayetteville was 11,148, which is 12.22% of the total county population.

Throughout the history of Fayette County, the City of Fayetteville has been not only the political seat of the county, but also the commercial center for the county, as well as parts of neighboring counties. The intersections of S.R. 85 with S.R. 54, S.R. 314 and S.R. 92 also help identify Fayetteville as an important center. The core of the city is the courthouse square, at the intersection of S.R. 85 and S.R. 54, with historic commercial and institutional structures defining three of the four sides of the square.

The Whitewater Creek basin is the major City water supply. It also supplies a portion of the County's water supply.

Preservation of the small town atmosphere is a major goal of the City as evidenced by its certification as a Georgia Main Street City. Preservation of greenspace helps achieve this goal.

Peachtree City: Peachtree City, Georgia, established in 1959, is a master-planned community situated approximately 35 miles southwest of Atlanta. The city features a host of amenities including three golf courses, two lakes and many smaller ponds, a 2,200 seat amphitheater, a state-of-the-art tennis center, a year-round swimming and fieldhouse complex and numerous other recreational facilities. Pedestrians, cyclists and golf cart riders enjoy Peachtree City's unique system of nearly 100 miles of recreational paths. The path system connects neighborhoods, retail centers, churches, schools and recreation areas, using tunnels and bridges to safely cross major thoroughfares.

The city encompasses 15,435 acres, or approximately 24 square miles. The population (as of 2000 census) of 31,580 is roughly one-third of the county population.

Tyrone: Many of Tyrone's residents moved to Tyrone because they wanted to live in a scenic, private and quiet small town with access to urban jobs and activities. They want to retain the natural beauty of the community for the future, especially the scenic views along Highway 74. Yet the natural resources in Tyrone are not just scenic views. The land and streams in Tyrone, including Line Creek and Flat Creek, provide valuable habitats for plants and animals. Line Creek forms the western boundary of Tyrone and is used for a public water supply. This creek has a clean water quality and scenic rocky and wetland banks. Its tributaries provide natural drainage for the area. North of Castlewood Road, Line Creek's flood plain broadens into extensive forested wetlands. The eastern half of Tyrone lies at the headwaters of Flat Creek,

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which is also a water supply for the area. The soils in Tyrone do not support extensive crops, however, grazing and small farm activities do take place. The pastures are scenic assets and support small-scale economic and recreational activities. The oldest mixed hardwood forests in Tyrone are located primarily in the floodplains and wetlands where land was never cleared for farming. A large forest surrounds Lake Tyrone and remains on both banks of Line Creek.

The Town of Tyrone is a small, semi-rural community located in northwestern Fayette County and is comprised of approximately 8,040 acres. Growth of the town has accelerated in the past 20 years, with the population increasing from 270 in 1970 to 1,038 in 1980 and 2,724 by 1990. The 2000 Census population is 3,916 residents, with a projected Year 2020 population of 8,000.

Tyrone has developed primarily as a bedroom community and, since community goals seek to preserve a low-density character, growth is expected to stabilize as areas planned for residential development are built out. A significant amount of land is dedicated to industrial use and limited industrial expansion is planned. Controlled growth in the commercial and office sectors is also planned to create a balanced economy offering more diverse shopping and employment opportunities.

b. Rapid Growth Areas

Unincorporated Fayette County: The northeastern portion of the county surrounding the City of Fayetteville is an area which has experienced a good deal of development in the form of single-family residential subdivisions. The majority of these subdivisions contain one acre minimum lots.

An area along the southeastern boundary of Peachtree City has also experienced development in the form of single-family subdivisions. While these subdivisions contain one acre minimum lots, the density of many of these subdivisions is one lot per two acres of gross area. As a result, a number of these subdivisions contain open space in the form of a golf course in one subdivision and recreation areas, both active and passive, in the others.

Fayetteville: The City of Fayetteville has experienced a good deal of development in the form of single-family residential subdivisions and commercial development. The proximity to Atlanta, the availability of public water and sewer, as well as high quality public schools make Fayetteville an attractive community for families.

Commercial growth in Fayetteville has been largely centered along the aforementioned routes, with S.R. 85 experiencing the majority of non-residential development. State Routes 54 and 314 have experienced commercial growth of less intensity, however, office/institutional and medical office developments have come to define these corridors.

Peachtree City: Peachtree City is about 92 percent built out residentially, 74 percent commercially and 65 percent industrially. As a result, the areas within the city that are most rapidly growing or redeveloping are commercial and industrial. Approximately 100 acres in the northwest sector of the city, west of S.R. 74 was recently rezoned from industrial to residential, with a planned density of 350 homes.

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Peachtree City's industrial park is situated along the city's western boundaries. Of the 2,161 acres set aside for industrial use, approximately 684 acres are still available for future industrial growth. Significant buffer zones and setbacks, especially along highways or protected watershed areas ensure the preservation of more than average greenspace.

Tyrone: Significant development pressure is evident on S.R. 74, the gateway to Tyrone and Peachtree City and a well-traveled commuter route. Commercial developments are planned and more are proposed on former farmland. A substantial portion of this development is low intensity office development. S.R. 74, Joel Cowan Parkway, features many scenic vistas worthy of protection.

Residential development is occurring along Highway 74 and in subdivisions primarily on the Town's west side, near the Coweta County line. Future industrial development will be restricted to two industrial parks, one located in the extreme southwest portion of the town and the other around the rock quarry adjoining S.R. 74.

c. Population

Table 1
Population of County and Grantee Municipalities

Jurisdiction	2000 Census	Percent of Total (2000 Census)
Unincorporated Fayette County*	44,619	48.89%
Fayetteville	11,148	12.22%
Peachtree City	31,580	34.60%
Tyrone	3,916	4.29
Total	91,263	100.00%

* Includes the Towns of Brooks and Woolsey

Source: US Census

Processing: Fayette County Planning Department

d. Future Land-Use Plan

Unincorporated Fayette County: Approximately 85 percent of the unincorporated county is designated for a residential land use. The residential land uses are divided into three categories with minimum lots sizes of one acre, two acres and five acres. Generally, the northern portion of the county contains the one acre area, the middle portion contains the two acre area, and the southern portion contains the five acre area.

Nonresidential land uses comprise approximately three percent of the unincorporated county. The major concentration of nonresidential land uses are located on the S.R. 85 North Corridor. Otherwise, nonresidential areas are generally located at some major intersections.

Approximately 12 percent of the unincorporated county is designated as Parks and Open

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Space and Conservation Areas. These land use areas indicate county owned parks and stream corridors with associated wetlands and flood plains.

Fayetteville: The SR 85 corridor has intense commercial and residential development. The S.R. 54 and S.R. 314 and Jeff Davis Drive corridors have less intense commercial and office development. The remainder of the City is generally single-family detached residential with lot sizes varying from one quarter acre to one acre in size. The population density is generally highest at the City core and lowest at the outskirts of the City.

Peachtree City: The City recently completed a detailed analysis of the existing Land Use Plan and recommended several changes to existing land use throughout the community. Each parcel was analyzed to determine if the current zoning met the use of the property. In addition, all undeveloped property was studied to determine if the existing land use was consistent with growth patterns in the area.

The end result was several recommended changes to the existing and proposed land use. These recommendations were approved by both the Planning Commission and City Council and were incorporated into the Land Use Plan Update.

In an effort to coordinate the City's Land Use and Zoning Maps, several parcels were recommended for rezoning. In many cases, this was considered a 'house-keeping' exercise. The main component of these rezonings was to take City-owned property and rezone the property to OS Open Space. This is a restrictive zoning and limits the types of activities permitted within a particular piece of property.

In an effort to provide additional protection to these parcels. Staff has been asked to re-draft the OS Open Space zoning specifications. Additionally, staff will research the creation of a new CON Conservation overlay district for various parcels throughout the community. These new ordinances will incorporate many of the items contained within the Governor's Greenspace Program and provide further protection for the natural environment within the community.

Tyrone: The Town of Tyrone is a small town with a community center on Senioa Road where a school, businesses, homes, and churches have stood since the early 1900's. In the last decade, population has seen an increase of 150%. The Future Land Use Plan's top priority is the conservation of the existing small town character in the face of development pressure by balancing new development and the preservation of its existing working farms, scenic rural views, and natural resources. To achieve this end, Tyrone has proposed to overlay zones as outlined in the Future Land Use Map: the Town Center and Conservation Residential. Future residential development will be directed in the following manner: conservation areas, with at least half of the area permanently conserved as open space or farm land and owned by the owners of the residential lots; single family subdivision with minimum 5 acre lots; town center with single family residences on small lots, supplemented small attached multi-family; the mobile home park in its current location. Commercial and office development and redevelopment will take place in the Town Center with buffers contiguous to residential development, minimum impervious surfaces, and retention of runoff. Industrial uses will be located in Shamrock Industrial Park and the quarry in the northwestern section of the city. Institutional uses is encouraged in the town center, along thoroughfares (with significant landscaped buffers) and near existing schools. Existing working farms are encouraged to

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remain farms and are to be included in the Conservation overlay area.

4. Statement of Visions and Goals

a. Through the actions described in this program submittal, Fayette County and the municipalities of Fayetteville, Peachtree City and Tyrone commit to promote, to the best of their abilities, the permanent protection of 25,376 acres of greenspace, which constitutes 20 percent of the geographic area (126,881 acres) of the county. It is proposed that this overall goal will be achieved by 2053. In contributing to the county's 20 percent goal, the municipalities of Fayetteville, Peachtree City and Tyrone will endeavor to the best of their abilities permanently protect 1,322, 3,087, and 1,608 acres within their jurisdiction, respectively.

b.

Table 2

Calculation of County's Greenspace Goal

Factor	Acres
Total county acreage	127,671
Less military bases	0
Less lakes larger than 500 acres	790
Less area of coastal marshlands	0
Less area of coastal waters	0
Remaining base acreage for greenspace goal calculation	126,881
Fayette County greenspace goal acreage (20% of 126,881 acres)	25,376
Unincorporated Fayette County* (20% of 96,795 acres)	19,359
Fayetteville (20% of 6,610 acres)	1,322
Peachtree City (20% of 15,435 acres)	3,087
Tyrone (20% of 8,040 acres)	1,608

* Includes the Towns of Brooks and Woolsey

Source: Fayette County Planning Department

c. **Unincorporated Fayette County:** Within unincorporated Fayette County the goal is to permanently protect 20 percent of the land area or a total of 19,359 acres in the next 30 to 50 years. This permanently protected greenspace will be used for watershed protection, flood protection, wetlands protection, preservation of agricultural landscapes and historic resources, provision of passive recreation and connection of existing or planned greenspace areas.

The primary areas targeted for permanent protection in the unincorporated county are stream corridors. These areas would total approximately 18,259 acres. The protection of these stream corridors will advance the goals of watershed protection, flood protection, wetlands protection,

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protection of riparian buffers, provision of passive recreation and connection of existing or planned greenspace areas. Protection mechanisms would consist of conservation easements and deed restrictions. Some of these stream corridors are also identified as potential greenspace areas in adjacent Clayton, Coweta, and Fulton Counties. All three of these counties are participating in the Georgia Greenspace Program. Specifically, these common stream corridors are Camp Creek (north), Flint River, Line Creek, Morning Creek, Trickum Creek, and Whitewater Creek. These common corridors present an opportunity for inter-county connections and joint cooperation.

Agricultural tracts and tracts suitable for passive parks are located throughout the county. These areas would total approximately 1,000 acres. Protection mechanisms would consist of conservation easements and deed restrictions. Many of the aforementioned stream corridors are within or adjacent to these tracts. In addition, many of the previously discussed historic structures are located on these tracts. The utilization of these tracts and historic structures will preserve the scenic character and historic heritage of Fayette County and advance the goal of providing passive recreation.

A Norfolk and Southern rail line passes through the southern portion of the unincorporated county running east and west through the Town of Brooks. This area would total approximately 100 acres. Protection mechanisms would consist of conservation easements and deed restrictions. To the west the line runs to Senoia in Coweta County and to the east the line runs to Griffin in Spalding County. If this line is abandoned and becomes available, it would provide an opportunity to create a passive recreational greenway connecting Senoia, Brooks, and Griffin through the three aforementioned counties. The protection of this area would advance the goal of providing passive recreation.

Fayetteville: Permanently protected greenspace will be used for water protection, flood protection, wetlands protection, reduction of erosion, protection of riparian buffers, protection of archaeological and historic resources, provision of passive recreation and connection of existing or planned greenspace areas.

Land targeted for the City of Fayetteville's Greenspace Program will be primarily of two types: flood plain and upland passive recreation areas. The flood plain will naturally follow stream corridors, especially Whitewater Creek and Ginger Cake Creek, and will cover approximately 594 acres. It will advance several Greenspace Program goals including water quality protection, flood protection, wetlands protection, reduction of erosion, protection of riparian buffers and scenic protection. The upland passive recreation areas will cover approximately 728 acres. It will advance the goals of water quality protection, scenic protection, provision for recreation, and connective trails linking multiple greenspace areas.

The City will actively pursue the purchase of easements and greenspace which will serve multiple purposes, such as mitigation credits for municipal projects. Conservation easements will be used as the primary protection method to ensure that the greenspace will remain permanently protected. In order to promote the Conservation Easement program, the City will offer attractive tax incentives to qualifying donors

Peachtree City: The city will endeavor to permanently protect approximately 1,920 acres it already owns, which includes open space, greenbelts, stream buffers and flood plains. This

Fayette County Community Greenspace Program

land already has very limited use thanks to local ordinances and regulations; however, the permanent protection required under the Greenspace Program would afford it a desirable perpetual protection. At the same time, there are large, contiguous pieces of property along flood plains and streams that are already publicly or privately owned, which the city would like to obtain by donation or other means for permanent protection. There are also key pieces of non-contiguous property throughout the city that further the Greenspace Program goals. The city wishes to permanently protect all these lands by the year 2033.

Tyrone: The Town of Tyrone has established a goal of permanently protecting 20 percent of the town's geographic area, a total of 1,608 acres, based on preservation of rural character and low-density lifestyle as well as natural resource protection. The Town's greenspace program focuses on preserving rural vistas along Highway 74, protection of flood plain areas and preservation of environmentally sensitive areas. The program objective is to "establish and continue a mechanism whereby Georgia's local governments can permanently protect at least 20 percent of their lands as greenspace. These lands, to the extent possible, will be utilized as open and connected greenspace for the protection of Georgia's natural, archaeological and historic resources, and scenic beauty, and for pedestrian pathways and informal recreation. This approach, particularly flood plain protection, will achieve greenspace program goals by linking protected areas through creation of passive, linear park networks. The town of Tyrone proposes to use fee simple acquisition, conservation easements, and deed restrictions as methods for permanently protecting open space.

Preservation of the town's rural character is of paramount importance and is consistent with the Town's participation in the Fayette County Greenspace Program. Protection of scenic vistas, particularly along Highway 74, and preservation of active agricultural activities represent opportunities for permanent protection of greenspace. Importantly, significant portions of Tyrone contain environmentally sensitive areas, including floodplains, wetlands, groundwater recharge areas, rock outcrops and water supply watersheds that must be protected and also offer preservation opportunities.

Table 3
Land to Receive Permanent Protection

Land Type	Acres	Statutory Goals	Tools for Protection
Stream Corridors which include watershed protection areas, flood plains, wetlands, lakes, and riparian buffers (Fayette County, Fayetteville, Peachtree City and Tyrone)	18,265	A, B, C, D, E, F, G, H, I	Deed restriction, conservation easement
Lands suitable for passive parks which include agricultural and historic areas (Fayette County, Fayetteville, Peachtree City and Tyrone)	4,941	F	Deed restriction, conservation easement

Fayette County Community Greenspace Program

Land to Receive Permanent Protection Continued

Land Type	Acres	Statutory Goals	Tools for Protection
Norfolk & Southern Rail Line (Fayette County)	100	F	Deed restriction, conservation easement
City Owned Greenbelts (Peachtree City)	1,920	F	Deed restriction, conservation easement
Scenic views along State Route 74 (Town of Tyrone)	150	F	Deed restriction, conservation easement
Total	25,376		

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

5. Existing Tools

a. Unincorporated Fayette County: The Conservation Subdivision Zoning District allows the clustering of lots to preserve open space within a residential subdivision. The zoning district requires that 40 percent of the site be permanently protected as open space with a conservation easement. The open space can be deeded to the County, a land trust organization or a mandatory homeowners association. Uses within the open space area parallel to the greatest degree possible the uses indicated in the Use of Greenspace Property section in the Grant Award Agreement.

The Fayette County Flood Plain Regulations regulate development within flood hazard areas as identified by the Federal Emergency Management Agency (FEMA). The purpose of these regulations is to prevent development in flood prone areas. Flood hazard areas in the entire county as identified by FEMA constitute approximately 17,688 acres as derived from the county's digital base map. The Fayette County Flood Plain Regulations conserve that portion of the flood plain area in the unincorporated county.

The Fayette County Watershed Protection Ordinance identifies and classifies streams for the purpose of ensuring the preservation and improvement of water quality. This ordinance classifies streams into three categories: water supply streams, named tributaries and minor streams. Each stream classification has a required natural buffer and setback from the stream bank or flood plain, whichever is greater. The development regulations define a natural buffer "as an area which provides a separation between the uses on a parcel and a stream through the use of natural vegetation." The vegetation within the natural buffer may not be disturbed except for approved access and utilities. The setback addresses the distance from the stream for all structures, septic tanks, and impervious surfaces.

The Fayette County Flood Plain Regulations and the Fayette County Watershed Protection Ordinance regulate the same basic areas. However, the Fayette County Watershed Protection Ordinance would conserve a slightly greater area due to buffers and setbacks which are measured from the flood plain in certain situations.

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The Planned Unit Development-Planned Residential Development Zoning District (PUD-PRD) requires a minimum of 2,500 square feet of open space per dwelling lot. The zoning ordinance defines open space as "lands within and related to a development, not individually owned or dedicated for use by the general public that is intended for the common use of the residents of the development and may include structures and improvements as appropriate." One of the stated intents of the Planned Unit Development Zoning District is to preserve the natural amenities of the land by encouraging scenic and functional open spaces. This required open space may not be located in street rights-of-way, 100 year flood plain, water impoundments or lands proposed to be dedicated to a governing authority. The open space must be deeded to and maintained by the property owners association.

The Flood Plain Regulations, Watershed Protection Ordinance and PUD-PRD zoning district offer temporary protection of potential greenspace areas. These regulations will be discussed later in Chapters 6 and 7.

The Community Facilities Element of the Fayette County Comprehensive Growth Management Plan was amended in December of 2001 to recognize Fayette County's participation in the Georgia Greenspace Program. The amendment included a map indicating potential greenspace areas.

Fayetteville: At this time the City of Fayetteville does not have any ordinances or regulations which require the permanent protection of property as stipulated by the Georgia Greenspace Program. The Zoning Ordinance was amended in 2001 to add an Open Space Zoning District. The zoning classification mirrors the Georgia Greenspace Program goals and requirements for the protection of open space. The Open Space Zoning will be applied to those lands purchased fee simple, and to those lands that have granted open space easements, and agree to the zoning change. The zoning district restricts use of the land to only those uses allowed under the Georgia Greenspace Program.

The City's Zoning Ordinance, through the Planned Residential Development section, allows conservation subdivisions. There is a minimum common open space requirement of 700 square feet of open space per residential unit. However, in most of the City's PUDs, the open space provided exceeds the minimum requirement. This is because the PUD ordinance allows conservation subdivisions. After subtracting the undevelopable land (infrastructure, floodplain, wetlands) from residentially zoned property, the developable land is calculated. The zoning of the property indicates the number of lots that would be allowed on the developable land. The number of lots allowed is called the lot yield. After the allowable number of lots is determined, the developer may reduce the lot size and increase the open space from the required 700 square feet per unit. This reduces infrastructure costs and increases the amount of open space. There is no specific limit on how much lot sizes may be reduced, except that minimum house sizes, setbacks and impervious surface limits must be met. Sometimes this can increase the open space in a subdivision to as much as 50 percent of the area.

The Planned Community District (PCD) requires a minimum of 20% of the total area of a proposed PCD to be dedicated open space. The zoning ordinance defines open space as "lands within and related to a development, not individually owned or dedicated for use by the general public that is intended for the common use of the residents of the development and

Fayette County Community Greenspace Program

may include structures and improvements as appropriate." The open space must be deeded to and maintained by the property owners association.

Staff will recommend that the City of Fayetteville Comprehensive Plan, scheduled for updating by December 30, 2003 incorporates the city's and county's community Greenspace program and is consistent with said program.

Peachtree City: The City currently maintains several ordinances that assist in protecting the natural environment within the community. The City's Buffer Ordinance requires tree save and landscape buffers along most roads throughout the City. The Watershed Protection Ordinance was recently updated and includes buffer requirements for perennial and intermittent streams, wetland areas, lakes, water supply reservoirs, etc. The Soil Erosion and Sedimentation Control Ordinance deals with stormwater runoff and maintaining proper erosion control through out the development process.

Additionally, the Tree Protection ordinance provides stringent protection for existing vegetation within the city. Staff is currently enhancing this ordinance, which will include regulations for tree removal on residential property and stronger measures to preserve vegetation on commercial and industrial property.

Tyrone: The Town of Tyrone is currently using fee simple acquisition and deed restrictions to permanently protect desired open space. The town is also exploring the use of TE-21 (transportation enhancement) funds and impact fees to supplement greenspace funds.

The following regulatory tools are established to help protect and enhance its natural resources within the Town of Tyrone:

Vegetation, Tree Preservation and Landscape Ordinance: This ordinance regulates the removal of vegetation and trees and provides standards for new vegetation. This ordinance helps maintain the visual greenspace quality evident in Tyrone today.

Quality Growth District: This regulation protects the visual quality of the S.R. 74 corridor through a 60 foot landscaped buffer and by requiring that all development be designed to protect scenic views and utilize natural features of the site.

Greenspace buffers: A greenspace buffer area shall be reserved and dedicated to the Town of Tyrone between the right-of-way and property lines in accordance with the following: 60 feet along arterial thoroughfares and major collector thoroughfares; 25 feet along minor collectors.

Zoning Ordinance requires a minimum of 10% non-impervious area on each lot.

Flood Protection Ordinance: Controls the alteration of natural flood plains, stream channels, and natural protective barriers by restricting development to three feet above the 100 year floodplain, and the restriction of any new development within floodways.

In addition, the Town of Tyrone has adopted the minimum standards as established by the State of Georgia including the Part Five Environmental Standards as detailed by the

Fayette County Community Greenspace Program

Department of Community Affairs, which protect water supply watersheds, groundwater, and wetlands; and the Erosion and Sedimentation Control Act.

Table 4
Permanent and Temporary Protection Tools

Jurisdiction	Permanent Tool	Temporary Tool	Strategy for Acquisition/Protection
Unincorporated Fayette County	Conservation easement, deed restriction	Flood Plain Regulations Watershed Protection Ordinance Zoning Districts	Explore the feasibility of amending the Watershed Protection Ordinance and applicable zoning districts to require permanent protection of undisturbed areas through the development process.
Fayetteville	Conservation Easement	Open Space Zoning Required buffer Fee simple purchase or donation	Development regulations - PRD (PUD Zoning) Tax incentives for donations
Peachtree City	Conservation easement, deed restriction	Local Ordinances and Regulations, negotiations with developers & land owners	Fee Simple purchase, donations, restrictive covenants, conservation easements
Tyrone	Conservation Easement	Zoning and development ordinance Purchase of land with supplemental funds	Developing a conservation easement to coincide with regulatory controls Set aside land purchased with supplemental funds to a Land Conservation Fund

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

b. Fayette County and the municipalities of Fayetteville, Peachtree City, and Tyrone hereby commit to use the existing tools described above in this Community Greenspace Program to

Fayette County Community Greenspace Program

give permanent protection to greenspace within their respective jurisdictional boundaries, to the best of their abilities.

c. Table 5
Permanently Protected Greenspace

Facility Name	Ownership	Acreage	Public Access
Old Fire Station Property on S.R 314	Fayette County	1	No
Greenspace Property in Kenwood Area	Fayette County	44	Yes
Brooks Creek at Grant Road	Fayette County Water System	101	No
Whitewater Creek Tributary at Sandy Creek Road	Fayette County Water System	71	No
Morning Creek at Wilkins Road	Georgia D.O.T.	11	No
Perry Creek at Old Senoia Road	Southern Conservation Trust	56	Yes
Drake Field	Peachtree City	2.6	Yes
Flat Creek Nature Preserve	Peachtree City	513	Yes
Line Creek Nature Preserve	Peachtree City	88	Yes
The Triangle	Tyrone	1.532	Yes
Total Acres		889	

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

d. Table 6
Publically Owned Greenspace to Receive Permanent Protection

Facility Name	Ownership	Acreage	Public Access
Greenbelts, open space, buffers (Peachtree City)	Peachtree City	1920	Yes

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

Fayette County Community Greenspace Program

e. Table 7

Unprotected Private Land Types to Receive Permanent Protection

Land Type	Estimated Acreage	Protection Methods	Jurisdiction and Date to Achieve
Steam Corridors which include watershed protection areas, flood plains, wetlands, lakes, and riparian buffers	17,425	Deed restriction, conservation easement	Fayette County 2003-2053 Fayetteville 2003-2053 Peachtree City 2003-2033 Tyrone 2003-2053
Lands suitable for passive parks which include agricultural and historic areas	4,892	Deed restriction, conservation easement	Fayette County 2003-2053 Fayetteville 2003-2053 Peachtree City 2003-2033 Tyrone 2003-2053
Norfolk & Southern Rail Line	100	Deed restriction, conservation easement	Fayette County 2003-2053
Scenic views along State Route 74 (Town of Tyrone)	150	Deed restriction, conservation easement	Tyrone 2003-2053
Total	22,567		

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

f. Table 8

Summary of Greenspace Protection

Current Ownership	Type of Long-Term Protection			Raw Totals	
	Existing Permanent	Currently Designated for Permanent	Proposed for Permanent	Acreage	% of County
Federal					
State	11.0			11.0	.009%
Local	822.0	324.6	1,920.0	3,066.6	2.417%
Private	56.0		22,242.4	22,298.4	17.574%
Total	889.0	324.6	24,162.4	25,376.0	20.000%

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

Fayette County Community Greenspace Program

6. Barriers to Achieving the Goal for Greenspace Protection

a. Legal Barriers

Unincorporated Fayette County: Only the Conservation Subdivision Zoning District requires the protection of greenspace to the degree stated in the Georgia Greenspace Program. The Flood Plain Regulations and the Watershed Protection Ordinance conserve land in a form which will be conducive to the Fayette County Community Greenspace Program in that it restricts development along streams associated with water supplies. These two ordinances would regulate approximately 21,000 acres in the unincorporated county. This 21,000 acres would be within the stream corridors the county is targeting for permanent protection.

Fayetteville: A major barrier to creating permanently protected greenspace is the lack of ordinances that require permanent protection of greenspace. City ordinances meet the spirit of protecting greenspace, but not to the legal detail of the Georgia Greenspace Program.

Peachtree City: Existing ordinances and regulations in Peachtree City afford significant limitations to use of open space, buffers and greenbelts. However, none of them places permanent protection on the land to the degree required by the Georgia Greenspace Program. Much of the temporarily protected land, whether public or private, is along streams, in flood plains or otherwise satisfies the sort of areas intended for protection by the Greenspace Program. Another legal barrier is the lack of property tax breaks for private and non-profit organizations desiring to permanently protect key greenspace areas.

Tyrone: The current ordinances and regulations promote and protect open space as defined in the zoning ordinance and protect natural buffer areas as defined in the development regulations. However, there are no existing ordinances, policies, or regulations which require the protection of greenspace to the degree stated in the Georgia Greenspace Program. Of the current regulations, only the Flood Plain regulations and the Watershed Protection Ordinance conserve land in a form which will be conducive to the Fayette County Community Greenspace Program in that it restricts development along streams associated with water supplies. These two ordinances would conserve approximately 1,000 acres in the Town of Tyrone. These 1,000 acres fall entirely within the conservation areas targeted for permanent protection.

b. Structural Barriers

Unincorporated Fayette County: The lack of funding will be a barrier to achieving the County's greenspace goal of protecting 20 percent of its total area. As a result, the amount of greenspace area that the County will be able to purchase in fee-simple will be quite low.

Another barrier to creating permanently protected greenspace will be the reluctance of property owners to sell or restrict the use of their property. Factors such as the loss of privacy, loss of property rights and perceived loss of property values could contribute to this barrier.

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Fayetteville: A barrier is the lack of funding. With the increase in demand for tax dollars for mandated programs like NPDES Phase II, greenspace will have to compete with other City priorities.

Another barrier to creating permanently protected greenspace will be the refusal of property owners to sell or restrict the use of their property. Factors such as the loss of privacy, loss of property rights and perceived loss of property values could contribute to this barrier

Peachtree City: The City has identified the following barriers to permanently protecting greenspace within its jurisdiction:

Unwillingness of some private property owners to donate key greenspace tracts or accept conservation easements on those tracts.

Shortage of public funds to acquire all the areas necessary to adequately protect the community's greenspace networks.

Property tax liabilities for private and non-profit organizations desiring to permanently protect key greenspace areas.

Tyrone: The Town has identified the following barriers to permanently protecting greenspace within its jurisdiction:

Unwillingness of some private property owners to donate key greenspace tracts or accept conservation easements on those tracts.

Shortage of public funds to acquire all the areas necessary to adequately protect the community's greenspace networks.

7. Ten-Year Strategy to Remove or Mitigate Legal and Structural Barriers

a. Legal Barriers

Unincorporated Fayette County: Staff will explore the feasibility of requiring permanent protection of watershed protection buffers and associated flood plains through the watershed protection ordinance. Permanent protection would be achieved with conservation easements and/or deed restrictions. Staff will also develop a strategy to seek permanent protection of flood plains and watershed protection buffers on already developed property.

Staff will review the zoning ordinance to determine if any zoning district which requires open space can be amended to require permanent protection of the open space. Permanent protection would be achieved with conservation easements and/or deed restrictions.

Fayetteville: To address legal barriers, the City of Fayetteville will pursue new or revisited ordinances that provide for permanent protection of greenspace by amending the Open Space Zoning District and the Planned Residential Development and Planned Community Developments Sections of the Zoning Ordinance.

Fayette County Community Greenspace Program

Peachtree City: Peachtree City intends to meet its greenspace goal as follows:

1. Complete the three phase acquisition of Drake Field using leveraged greenspace funds in 2003. The City has earmarked funds to assist in this purchase, but will depend on greenspace funding to complete the transaction.
2. Provide permanent protection to 1,920 acres of land already owned by the city, largely along flood plains and streams, greenbelts and other open space. Permanent protection is to be achieved using permanent conservation easements. Other fee simple property acquisitions mentioned below could also be permanently protected with conservation easements.
3. Negotiate with other public agencies for land similar to, and in some cases contiguous with, that in number 2, to either have land donated to the city for permanent protection, or to have those agencies place permanent protection on it.
4. Negotiate with private interests to obtain about 250 acres of land through donation as part of requested rezoning action, as well as various site plan approval requests along creeks, tributaries or flood plains.
5. Acquire land south of Photocircuits (fee simple, by land donation and a below market value cash contribution) to provide permanent wetland protection and habitat preservation.
6. Acquire land in Wynnmeade subdivision, fee simple purchase, to provide stream protection and enhance the storm water runoff program in that area.
7. In working with other governments, the City anticipates being able to protect at least 157 acres of prime greenspace through negotiated conservation easements. This is to be a continuing process aimed mainly at wetlands and other publicly owned watershed protection areas.

Money has already been earmarked in the 5-Year Public Improvement Program for the fee simple acquisitions; and ordinances are already in place to help secure many of the desired private conservation easements. However, the success of the greenspace program overall will depend on an effective and continuing education program for all concerned participants. This program will be launched during the next 6 months.

Tyrone: These barriers may be overcome by introduction of local ordinances that either empower the Town to accept such dedication or to enter into agreements with non-profit agencies involved in such protection, for example, the Southern Conservation Trust. The Town is reviewing community goals and objectives related to residential development and density. The town will also review the possibility of amending the new conservation residential zoning district to allow development outside of public sewer service areas. Provisions contained in the Comprehensive Plan aimed at protecting sensitive areas through dedication of 50 percent of the development as open space may be incorporated into the Zoning Ordinance as well. The Town will pursue the aforementioned ordinances within the next two years.

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b. Structural Barriers

Unincorporated Fayette County: As a SPLOST may be needed in the near future to implement recommended improvements from a transportation study and a recreation study, Staff will explore the feasibility of a portion of the SPLOST to generate funds for the support of the greenspace program.

Staff will inventory and monitor the availability of various state and federal grants which would further the Georgia Greenspace Program in Fayette County. Most of these grant programs will require a local match for funding. Georgia Greenspace Program funds could be used as the matching portion.

A public education effort catered to Fayette County will be further pursued. Citizens would be informed of the economic benefits of permanently protecting their property. Most benefits are derived from a reduction in taxes.

In conjunction with the public education process, Staff will investigate the creation of a program to promote the donation or sale of property or property rights to attain the County's greenspace goal. Individuals or families participating in the program would achieve various levels of recognition. Those donating property would be recognized at the highest level. Commemoration could include recognition on a permanent plaque or a greenspace area named after the benefactor.

Fayetteville: To overcome the lack of funding, the City is in the process of evaluating the feasibility of a stormwater utility. If adopted, this will help provide funding for the acquisition of greenspace property. The City is also applying to the Corps of Engineers for a Section 206 grant to work on projects along Ginger Cake Creek that could result in protected greenspace. The City has adopted impact fees for parkland acquisition for each of the next five years. To overcome property owners reluctance to donate property, the City will offer tax incentives.

Peachtree City: To combat the reluctance to participate in the program, the City intends to initiate at once a continuing education program for all prospective private and public participants.

The City hopes to supplement its already allocated land acquisition funds through participation in the Georgia Greenspace Program. It also is firmly committed to preserving as much land as possible through donations and through voluntary easements, in addition to permanently protecting land it already owns.

As an extremely high priority, the City is going to work with the Fayette County tax officials in an effort to reclassify all permanently protected greenspace in the County to a tax-exempt status. This would provide a major new stimulus for participation by private and non-profit individuals and agencies. Hopefully, this reclassification can be implemented within the current tax year.

Tyrone: The Town of Tyrone will continue to use and explore the possible use of all tools delineated by the Georgia Department of Natural Resources to achieve its greenspace goal including: acquiring land in fee simple or acquiring a conservation easement on privately owned land; placing a conservation easement on property currently owned by the town; entering into a

Fayette County Community Greenspace Program

contractual agreement to ensure that, if the protected status is discontinued, such land will be replaced by other greenspace of equal or greater value; creating a restrictive covenant in favor of the state or federal government; or using any method which ensures that the property will forever maintain the goals of the Georgia Greenspace program. The town will also identify other sources of funds such as a stormwater utility, impact fees, receiving donations of property in fee simple or in conservation easements and identifying private, state and federal sources of funds.

c. Table 9
Barriers, Strategies and Timeline for Accomplishment

Barrier	Strategy to Remove Barrier	Jurisdiction and Date to Implement
Regulations that require undisturbed areas do not require permanent protection of these areas.	Explore the feasibility of amending the Watershed Protection Ordinance and applicable zoning districts to require permanent protection of undisturbed areas through the development process.	Fayette County, 2003 - 2004
Developed properties contain required undisturbed areas that are not permanently protected.	Develop a strategy to seek permanent protection of undisturbed areas in developed properties through donations, fee-simple purchases, or purchase of conservation easements.	Fayette County, 2003 - 2008
Lack of designated funds to support the Georgia Greenspace Program.	Explore the feasibility of a portion of future a SPLOST to support greenspace program efforts and seek state and federal grants to support the Fayette County Community Greenspace Program.	Fayette County, 2003 - 2008
Reluctance of property owners to sell or restrict the use of their property.	Develop a public education program and a program to recognize citizens who donate or sell property or property rights to further the Georgia Greenspace Program	Fayette County, 2003 - 2008
Funding	Stormwater utility	Fayetteville, 2003
Funding	Section 206 grant	Fayetteville, 2003
Funding	Impact Fees	Fayetteville, 2003-2007

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Barriers, Strategies and Timeline for Accomplishment Continued

Barrier	Strategy to Remove Barrier	Jurisdiction and Date to Implement
Reluctance to participate by potential private and public participants	Education process, explaining benefits of participation	Peachtree City, 2003
Limited local ordinances and regulations	Implement changes to local ordinances and regulations that would support greenspace goals	Peachtree City, 2003-2005
Limited public funding	Stress Importance of Program to local legislators to allocate required funding	Peachtree City, 2003
Tax Liability Issues	Work with County tax officials to gain tax exempt status	Peachtree City, 2003-2004
Unwillingness of some private property owners to donate key greenspace tracts or accept conservation easements on those tracts.	Education program that demonstrates the value and need for protected greenspace.	Tyrone, 2003
Shortage of public funds to acquire all the areas necessary to adequately protect the community's greenspace networks.	Identification of other federal, state, and private funding sources for the acquisition of greenspace.	Tyrone, 2003

Source: Fayette County, Fayetteville, Peachtree City and Tyrone

8. Funding

a. Three municipalities (Fayetteville, Peachtree City and Tyrone) within Fayette County have elected to participate in a cooperative program with the County and to establish independent trust funds for FY2003. The following table identifies the grantee jurisdictions and the percentages of the county's greenspace grant allocation which each will receive.

Fayette County Community Greenspace Program

Table 10
FY-03 Grant Award Shares for Participating Jurisdictions

Jurisdiction	2000 Census	Percent of 2000 Census
Unincorporated Fayette County	44,619	48.89%
Fayetteville	11,148	12.22%
Peachtree City	31,580	34.60%
Tyrone	3,916	4.29%
Total	91,263	100.00%

Source: US Census

Processing: Fayette County Planning Department

b. To estimate future land acquisition costs various assumptions were utilized. Land costs are projected for only the next five years. The projection of costs over the duration of the 50 year program is impractical due to the high probability of inaccuracy. Acquisitions will consist of property purchased in fee simple or the purchase of development rights through a legal means such as a conservation easement.

Land acquisition costs were broken down into two categories: low and high. The low category represents land with low development potential. This would be land that would contain only single family residential development. The high category represents land with high development potential. This would be land that could contain uses such as commercial, industrial, high density residential development such as apartments or town homes, or a mixed use development of residential and nonresidential uses.

These land prices were based on recent purchases of greenspace properties by Fayette County, Fayetteville, Peachtree City and Tyrone. Based on two fee-simple purchases of low development potential land the average cost per acre was \$8,500. Based on two fee-simple purchases of high development potential land the average cost per acre was \$104,000. A five percent per year increase in the cost of these land categories was factored in as well. The percentage of lands acquired from each land price category had was assumed independently for each jurisdiction. The purchase of development rights only through a legal means such as a conservation easement was valued at 25 percent of the land value. Acquisition services (appraisals, surveys, title work, closing and attorney's fees) were estimated at 10 percent of total acquisition costs.

As has been previously mentioned, the goal of the Georgia Greenspace Program is to permanently protect 20 percent of a participating jurisdiction's total land area. However, given the cost of land, it is not practical for a community to purchase in fee-simple and by easement the entire 20 percent. Therefore, a community must achieve the goal through other means such as the donation of property and property rights, and through ordinances which require permanent protection. Table 11 provides a breakdown of protection acres proposed to be gained in the next five years through purchase (fee-simple and easement), donation and ordinance by jurisdiction.

Fayette County Community Greenspace Program

Table 11
Breakdown of Protection Acres by Jurisdiction, 2003 to 2007

	Fayette County	Fayetteville	Peachtree City	Tyrone	Total
Fee-Simple Acres	100	20	17	20	157
Easement Acres	1,102	44	36	22	1,204
Donation Acres	323	40	29	64	456
Ordinance Acres	1,667	22	13	47	1,749
Total	3,192	126	95	153	3,566

Approximately \$8,052.965 will be needed by the County and participating municipalities to acquire proposed property interests from 2003 to 2007(see Table 12).

Table 12
Estimated Total Costs for County & Municipalities to Acquire Property Interests, 2003 to 2007

Dollars	
Fee-simple purchases	\$3,512,091
Easement purchases	\$3,808,786
Acquisition services (appraisals, surveys, title work, closing and attorney's fees)	\$732,088
Total estimated cost to protect lands totaling the program goal	\$8,052,965

Fayette County Community Greenspace Program

To achieve a program as extensive as the Georgia Greenspace Program, local communities will have to utilize numerous sources of funds. Table 13 summarizes the sources of funds which are proposed by the County and participating municipalities from 2003 to 2007.

Table 13

Estimated Total Sources of Funds for County & Municipalities, 2003 to 2007

Dollars	
State Greenspace Funds:	\$3,425,000
Other State grant Funds: Governor's Discretionary Grant Fund, Local Development Funds, Recreational Trails Program, Recreational Assistance Fund, Urban & Community Forestry Grant	\$1,197,128
Local Governmental Funds: General Revenues, SPLOST/Bond, Impact fees, Stormwater Utility Fees, Round-up Program	\$1,519,589
Federal Grant Funds: Flood Hazard Mitigation Grant Program, Section 206 Grant, Land and Water Conservation, TEA-21, CDBG Block Grants, Farmland Protection Program, Wetlands Protection Program	\$1,911,239
Total estimated sources to protect lands totaling the program goal	\$8,052,965

c. The County and the participating municipalities will utilize existing staff to plan and implement the Fayette County Community Greenspan Program. If additional staff or outside planning support is needed it will be funded by the participating jurisdiction's general funds as Georgia Greenspace Program grants funds cannot be used for this purpose.

d. Given that this is a new program and that the County and the participating municipalities have not finalized plans for improvements to greenspace properties, no specific costs amounts are available at this time. Funding sources for these improvements will come from the participating jurisdiction's general funds or state and federal grant programs as Georgia Greenspace Program grants funds cannot be used for this purpose.

e. Given that this is a new program and that the County and the participating municipalities have not finalized conditions for stewardship activities for greenspace properties, no specific costs amounts are available at this time. Funding sources for these improvements will come from the participating jurisdiction's general funds as Georgia Greenspace Program grants funds cannot be used for this purpose.

Fayette County Community Greenspace Program

9. Summary of Implementation Strategy and Schedule

- a. Fayette County and the participating municipalities propose to achieve their overall goal of greenspace protection in 2053. Some participants may achieve their individual goals earlier.
- b. Table 14 summarizes the ownership of the lands permanently protected when the goal is achieved.

Table 14

Summary of Total Greenspace Ownership Upon Attaining the Goal

Ownership	Acreage	Percent of County
Federal	.	.
State	11	.009%
Local	8,593	6.773%
Private	16,772	13.218%
Totals	25,376	20.000%

- c. Table 15 summarizes the lands currently owned by local governments which are permanently protected or will be permanently protected and in what year.

Table 15

Permanent Protection of Lands Currently Owned by Local Governments

Tool for Protection	Acreage	Year to Provide Protection
Grants under contractual arrangements for permanent protection:		
Georgia Greenspace Program	48.132	In place
Hazard Mitigation Program		
Land and Water Conservation Fund		
Wetlands Mitigation Program	228.000	In place
Placement of permanent deed restrictions or conservation easements	2,839.000	2003 - 2033
Total	3115.132	

- d. Table 16 summarizes the new lands to meet the 20 percent goal in terms of acres of fee-simple purchases, easement purchases, donations or acquisition by ordinances and the year when they will be achieved.

Fayette County Community Greenspace Program

Table 16
Acquisition of New Lands by Local Governments

Tool for Protection	Acreage	Year to Provide Protection
Fee-simple acquisition		
Purchase	1,100	2003 to 2053
Donation	1,246	2003 to 2053
Conservation easement		
Purchase	7,846	2003 to 2053
Donation	1,907	2003 to 2053
Acquisition by action of development ordinance	10,748	2003 to 2053
Total	22,486	

e. Table 17 indicates the policies and ordinances the County and municipalities propose to use to achieve the 20 percent goal and when these policies and ordinances are proposed for implementation.

Table 17
Use of Policies and Ordinances for Greenspace Protection

Tool for Protection	Year to Implement
Incorporating the community greenspace program into the jurisdiction's comprehensive plan	2003 (Fayetteville) 2007 (Peachtree City)
Adopting a conservation subdivision ordinance	2004 (Tyrone)
Amend the Watershed Protection Ordinance and applicable zoning districts to require permanent protection of undisturbed areas through the development process.	2003 - 2004 (Fayette County)
Providing for linkages of greenspace	2003 to 2008 (Tyrone)

Appendix A. Letter of Intent



August 29, 2002

Georgia Greenspace Commission
c/o Georgia Department of Natural Resources
2 Martin Luther King, Jr. Drive, SE
Suite 1454-East Tower
Atlanta, GA 30334-9000

Subject: Fayette County Greenspace Program Letter of Intent

Dear Commission Members,

It is the intent of Fayette County to participate in the Georgia Greenspace Program pursuant to Senate Bill 399 and apply for grant funds available to Fayette County for greenspace acquisition. A public meeting, as required by SB 399, will be held on Wednesday, September 18, 2002, at 6:00 P.M. at the Fayette County Administrative Complex, 140 Stonewall Avenue West, First Floor, Public Meeting Room, Fayetteville, Georgia. Attached is an agenda and a list of those who have received a notice of this public meeting.

Thank you for your consideration and if you have any questions please contact me in the Fayette County Planning Department at (770) 460-5730 ext. 5160.

Sincerely,

Peter A. Frisina, AICP
Fayette County Greenspace Coordinator
140 Stonewall Avenue West
Fayetteville, GA 30214

List of Individuals Invited to Attend the Public Meeting

J. Tom Coleman, Jr., Commissioner
Georgia Department of Transportation
#2 Capital Square, Room 102
Atlanta, Georgia 30334

Fred Allen, Director
Georgia Forestry Commission
5645 Riggins Mill Road
Dry Branch, Georgia 31020

Catherine Ross, Executive Director
GA Regional Transp. Authority
245 Peachtree Center Avenue
Suite 900
Atlanta, Georgia 30303

Leonard Jordan
Natural Resources Conservation Svc.
Federal Bldg., STOP 207
355 E. Hancock Avenue
Athens, Georgia 30601

BG Peter T. Madsen, Commander
U. S. Army Corps of Engineers
South Atlantic Division
60 Forsyth Street, S.W.
Room 10M12
Atlanta, Georgia 30303-8801

John H. Hankinson, Regional Dir.
U.S. Environmental Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-3104

Sam Hamilton, Regional Director
U.S. Fish & Wildlife Service
1875 Century Boulevard, Suite 410
Atlanta, Georgia 30345-3319

Tommy Irvin, Commissioner
Georgia Dept. of Agriculture
19 Martin Luther King Jr. Dr., S.W.
Atlanta, Georgia 30334

Laura Meadows, Commissioner
GA Dept. of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329

R. K. Sehgal, Commissioner
Georgia Department of Industry,
Trade and Tourism
285 Peachtree Center Avenue, N.E.
Suite 1100
Atlanta, Georgia 30303-1230

T. Jerry Jackson, Commissioner
Georgia Department of Revenue
270 Washington Street
Atlanta, Georgia 30334

Carleton Williams, President
Fayette Biking For Life
P. O. Box 134
Fayetteville, GA 30214

Jerry Peterson, President
Southern Conservation Trust, Inc.
201 McIntosh Trail
Peachtree City, Georgia 30269

Elissa Hall, President
Fayette Co. Chamber of Commerce
200 Courthouse Square
Fayetteville, Georgia 30214

Mayor Robert Butler
Town of Brooks
186 Butler Road
Brooks, Georgia 30205

Mayor Kenneth Steele
City of Fayetteville
640 Glynn Street
Fayetteville, Georgia 30214

Mayor Steve Brown
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Mayor Sheryl Lee
Town of Tyrone
881 Senoia Road
Tyrone, Georgia 30290

Mayor Gary Laggis
Town of Woolsey
117B Hill Avenue
Fayetteville, Georgia 30215

Mickey Littlefield, Chair
Fayette County Bd. of Education
210 Stonewall Avenue West
Fayetteville, Georgia 30269

Crandle Bray, Chairman
Clayton Co. Bd. of Commissioners
112 Smith Street
Jonesboro, Georgia 30236

James E. McGuffey, Chairman
Coweta Co. Bd. of Commissioners
22 East Broad Street
Newnan, Georgia 30263

Mike Kenn, Chairman
Fulton Co. Bd. of Commissioners
Fulton County Government Center
141 Pryor Street S.W.
Suite 10032
Atlanta, Georgia 30303

Johnny McDaniel, Chairman
Spalding Co. Bd. of Commissioners
P. O. Box 1087
Griffin, Georgia 30224

Charles C. Krautler, Director
Atlanta Regional Commission
40 Courtland Street, N.E.
Atlanta, Georgia 30303

Legal Notice Number: 8321

**PUBLIC NOTICE
FAYETTE COUNTY
GREENSPACE PROGRAM**

Please be advised that a public meeting will be held on Wednesday, September 18, 2002, at 6:00 P.M. to obtain public input regarding the Fayette County Greenspace Program. Said public meeting will be held at the Fayette County Administrative Complex, 140 Stonewall Avenue West, First Floor, Public Meeting Room, Fayetteville, Georgia.

The public is invited to attend.

Appendix B. Summary of Public Meeting

**SUMMARY OF GEORGIA GREENSPACE PROGRAM
PUBLIC MEETING FOR FAYETTE COUNTY
September 18, 2002
Fayette County Administrative Complex
Public Hearing Room**

A public meeting was held on September 18, 2002, in the Fayette County Public Hearing Room for the purpose of public information and input to fulfill the requirements of the Georgia Greenspace Program.

The following is a summary of the public meeting:

Pete Frisina, Fayette County Senior Planner, presented the following information to the public in attendance:

The purpose of the Georgia Greenspace Program is to encourage rapidly developing counties to permanently protect a minimum of 20% of their total area as green space. These areas must be permanently protected via a legal mechanism such as a conservation easement or deed restriction. These areas can only be utilized for passive recreation.

The goals of the Georgia Greenspace Program include, protection of water quality, wetland areas, riparian buffers, scenic areas and archaeological and historic resources, protection from flooding, reduction of soil erosion, provision of passive recreation and connecting these green space areas.

Fayette county submitted its first grant application in 2000. Fayetteville, Peachtree City and Tyrone participated in the program. Brooks and Woolsey did not elect to individually participate in the program. In the last two years Fayette County as a whole has received approximately 1.4 million dollars from this program. The approximate grant fund allocation per jurisdiction is as follows: Unincorporated Fayette County - \$707,600, Fayetteville - \$150,600, Peachtree City - \$501,100 and Tyrone - \$60,200. These amounts do not include end of fiscal year disbursements of unclaimed grant funds. To date, with these funds, Fayette County has purchased a 44 acre tract, Peachtree City has purchased a 3.4 acre tract (one third of a 10.26 acre to be purchased over three years) and Tyrone purchased a 1.532 acre tract.

The share of future grant funds among Unincorporated Fayette County (48.9%), Fayetteville (12.2%), Peachtree City (34.6%)and Tyrone (4.3%) will be based on the 2000 Census.

The target acreage for permanent protect for each jurisdiction is Unincorporated Fayette County (19,359 acres), Fayetteville (1,322 acres), Peachtree City (3,087 acres)and Tyrone (1,608 acres).

The public posed the following questions:

1. Is there any discussion in your program of these greenways extending into or connecting with greenways in south Fulton County?

**Summary of Georgia Greenspace Program
Public Meeting for Fayette County
September 18, 2002**

Reply: No, however an ad-hoc committee of Greenspace Program coordinators are now meeting at the Atlanta Regional Commission (ARC) and the coordination of the various county plans will be addressed through this committee.

2. Does your plan set protection priorities for the various stream corridors indicated on the proposed greenspace map?

Reply: No, the plan is very general. However, at the staff level we are looking at the relationship between property currently owned by the County and their proximity to these stream corridors.

3. Have you received any donations of property?

Reply: No.

4. Does your plan set a required distance from a stream that the County will permanently protect.

Reply: No, the protection of each stream corridor will be handled on a case by case basis and based on whether the area will be protection only or protection with public access and facilities.

5. Has the unincorporated County targeted roadway buffers like the Town of Tyrone has done?

Reply: No, the unincorporated County has targeted stream corridors primarily.

6. Is State funding for this program guaranteed for the foreseeable future?

Reply: The funding for this program has to be approved annually by the State Legislature.

7. Has the County coordinated its plan along Line Creek with Coweta County?

Reply: No.

8. Does the County have a conservation subdivision ordinance?

Reply: Yes, it was created as a objective of our first greenspace grant application.

The meeting ended at this point.

Fayette County Community Greenspace Program

Appendix C. Resolutions

Appendix D. Letters from Non-participating Municipalities

Town of Brooks

**P. O. BOX 96
BROOKS, GEORGIA 30205**

**MAYOR
ROBERT P. BUTLER**

September 9, 2002

**COUNCILMEN
FRAN BAUER
JACQUELINE CARSON
MIKE HANSON
LEWIS B. HARPER
DANIEL C. LANGFORD, JR.**

Fayette County Commissioners
140 Stonewall Avenue West
Fayetteville, Georgia
30215

In Re: Georgia Greenspace Program 2002

Dear Commissioners:

The Town of Brooks does not plan to individually participate in the Greenspace Program. The reasons for our non-participation are the small amount of funds the town is eligible to receive based on its percentage of total county population and the fact that the town does not have the staff to administer the program. However, the town requests that the Commission investigate the possibility of combining funds and purchasing or leasing the Norfolk Southern Railroad R/W that runs thru Brooks. The R/W could be made into a walking/riding trail and park area. I have contacted the Railroad concerning the lease of the R/W and their initial response was, "why not". From additional information received it may be best to attempt to purchase the land since the State may be provide better financial assistance if the land is owned by the local governments. I have discussed this issue with Mr. Pete Frisina of your Planning Department and he has the preliminary information. The town will cooperate with the County anyway possible to make the Greenspace Program successful.

If further information is needed please contact me at 770-719-8574, e-mail rpbutler@bellsouth.net.

Sincerely,

Robert P. Butler

Cc: Mr. Pete Frisina,

File: Greenspace 2002

TOWN of WOOLSEY

1178 Hill Avenue
Fayetteville, Georgia 30215

Telephone 770-461-2320

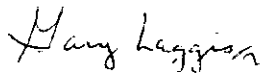
Gary Laggis, Mayor
Councilmen:
Frank Carden
Jack Gilson
Jerry Carpenter

October 15, 2002

To Whom It May Concern:

The Town of Woolsey will not individually participate in the Georgia Greenspace Program. The reasons for our non-participation are based on the small amount of funds the Town is eligible for in regards to its percentage of total county population, and that the Town does not have a full-time staff to administer the program. The Town of Woolsey will cooperate with Fayette County in the administration of its greenspace program in those areas within the Town of Woolsey that are indicated on the future greenspace map in the Fayette County Greenspace Program.

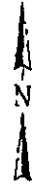
Sincerely,


Gary Laggis
Mayor

Fayette County Community Greenspace Program

Appendix E. Current Future Land Use Plans

FULTON COUNTY



CLAYTON COUNTY

TYRONE

FAYETTEVILLE

PRACHTREE CITY

COWETA COUNTY

WOOLSTON

LEGEND

- Agricultural Residential
- Low Density Agricultural
- Low Density
- Low Medium Density
- Medium Density
- High Density
- Mobile Homes
- Commercial
- Office/Institutional
- Light Industrial/Reserve
- Heavy Industrial
- Limited Commercial
- Public Facilities
- Conservation Areas
- Transportation Communication Utilities
- Parks and Open Space
- Transportation Corridor/Overlay

BROOKS

SPALDING COUNTY



**FAYETTE COUNTY
LAND USE PLAN**

Ordinances of Amendments through 5/12/00

MA Moreland Altobelli Associates, Inc.
2000 Peachtree Industrial Blvd., Suite 200
Atlanta, Georgia 30329
Phone: 404.525.1100
Fax: 404.525.1101
E-mail: info@maia.com

LAND USE MAP LEGEND

CITY OF FAYETTEVILLE

RESIDENTIAL:

AGRICULTURAL RESIDENTIAL

LOW DENSITY SINGLE FAMILY

MEDIUM DENSITY SINGLE FAMILY

HIGH DENSITY SINGLE FAMILY

MULTI-FAMILY

CONVENTIONAL

ADAPTIVE MIXED USE

COMMUNITY COMMERCIAL

EXECUTIVE COMMERCIAL

BUSINESS PARK

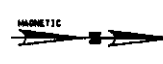
OFFICE

INDUSTRIAL

TRANSPORTATION, COMMERCIALS & UTILITIES

PUBLIC / INSTITUTIONAL

PARK / RECREATION / CONSERVATION

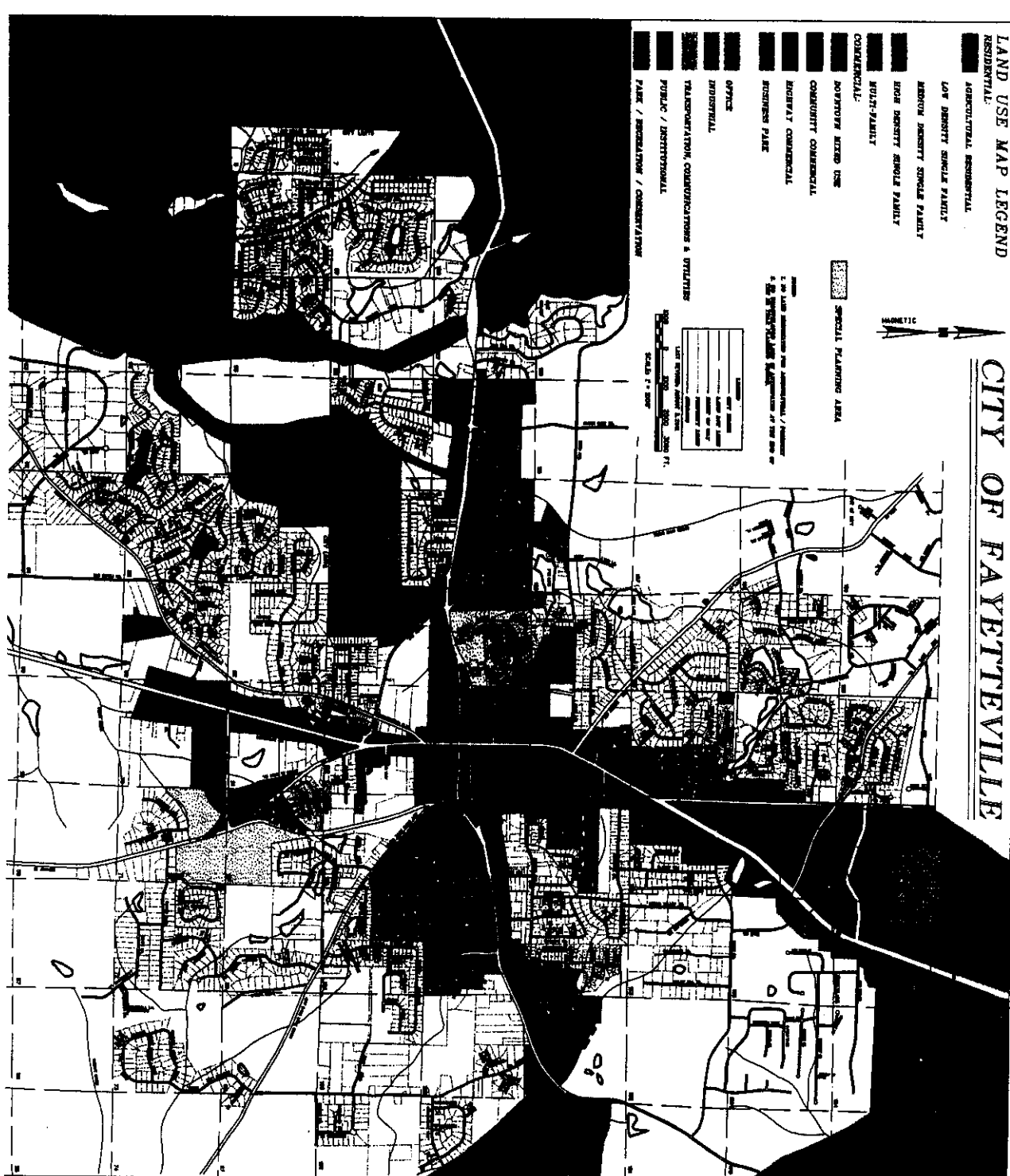


SPECIAL PLANNING AREA

1. To be used in conjunction with the City of Fayetteville Comprehensive Zoning Ordinance
2. The City of Fayetteville is the owner of the land shown on this map.

Color	Land Use
Light Green	Low Density Single Family
Medium Green	Medium Density Single Family
Dark Green	High Density Single Family
Light Blue	Multi-Family
Light Yellow	Conventional
Light Orange	Adaptive Mixed Use
Light Purple	Community Commercial
Light Brown	Executive Commercial
Light Grey	Business Park
Light Pink	Office
Light Tan	Industrial
Light Blue-Grey	Transportation, Commercial & Utilities
Light Green-Grey	Public / Institutional
Light Yellow-Grey	Park / Recreation / Conservation

SCALE 1" = 100'



LEGEND

-  COMMERCIAL
-  OFFICE
-  MULTI-FAMILY
-  SINGLE FAMILY CLUSTER
-  MEDIUM DENSITY RESIDENTIAL
-  LOW DENSITY RESIDENTIAL
-  COMMUNITY SERVICE
-  RECREATION
-  OPEN SPACE
-  WATER
-  AIRPORT
-  INDUSTRIAL



LAND USE MAP PEACHTREE CITY

JULY 1997

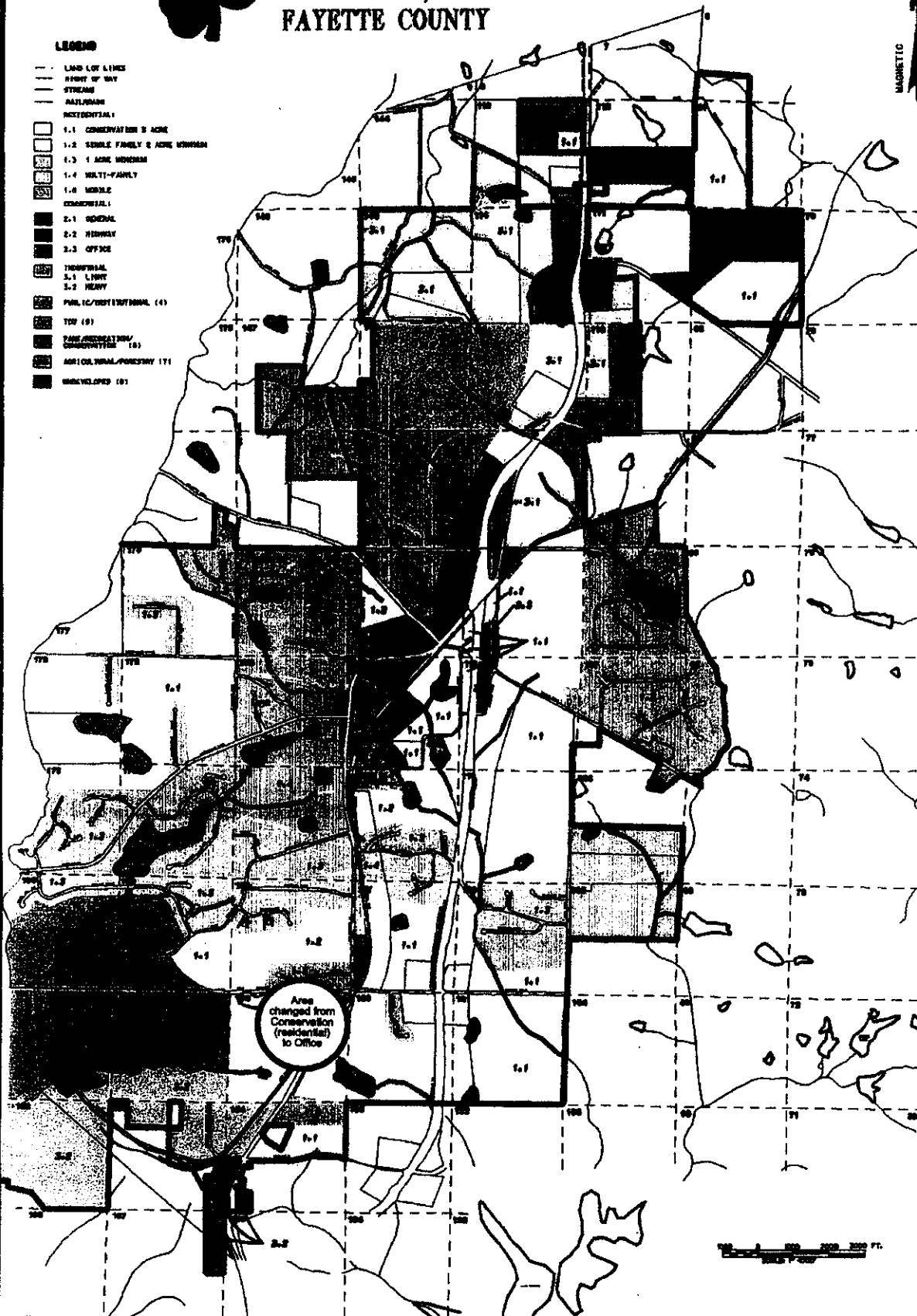
0 800 1600 3200
SCALE 1:28400 (1" = 3200')



TOWN OF TYRONE, GEORGIA FAYETTE COUNTY

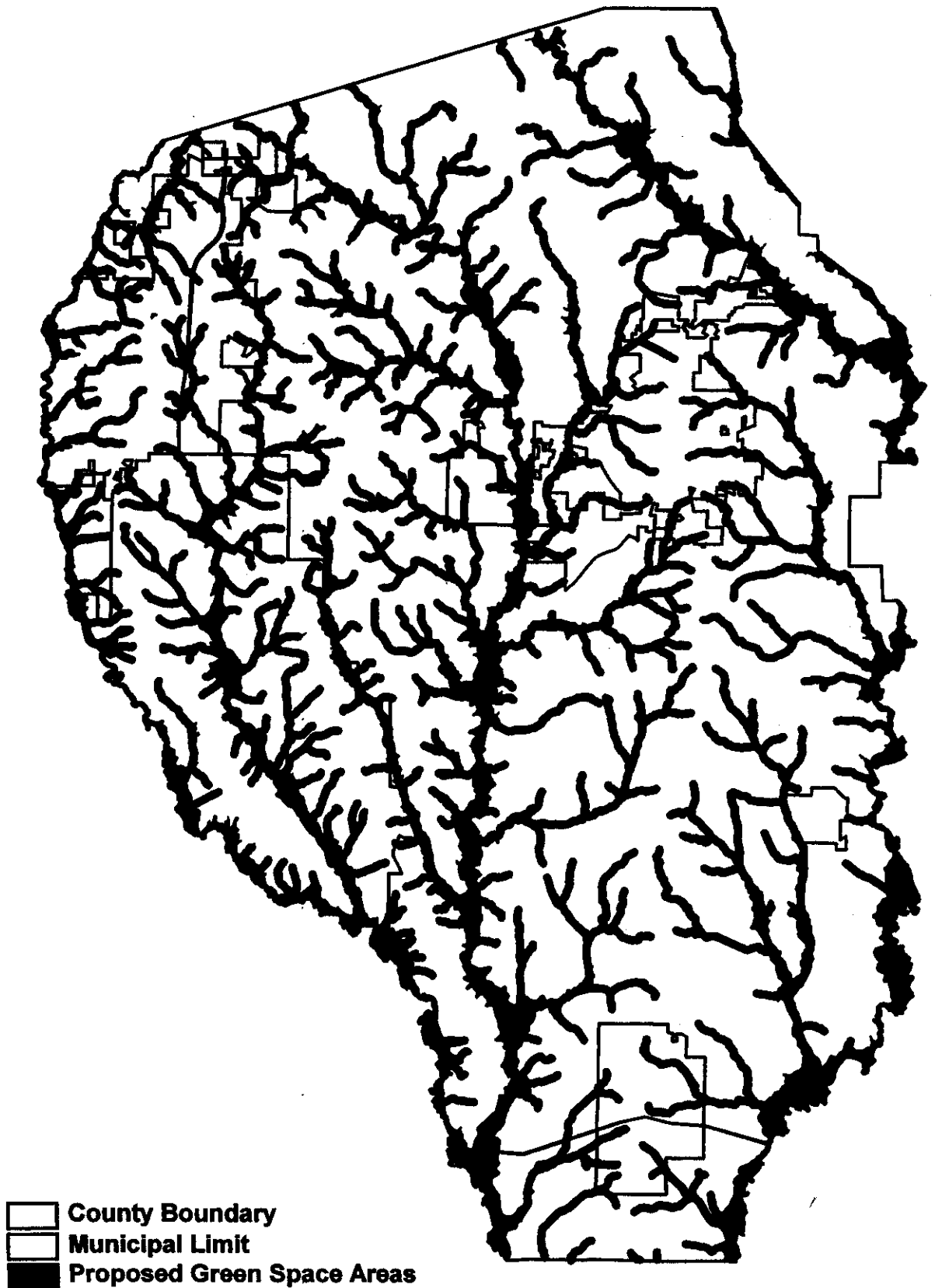
LEGEND

- LAND USE LINES
- BOUNDARY OF TOWN
- STREAM
- RAILROAD
- RESIDENTIAL:
 - 1-1 CONSERVATION 2 ACRE
 - 1-2 SINGLE FAMILY 2 ACRE MINIMUM
 - 1-3 1 ACRE MINIMUM
 - 1-4 MULTI-FAMILY
 - 1-5 MOBILE
- COMMERCIAL:
 - 2-1 GENERAL
 - 2-2 HIGHWAY
 - 2-3 OFFICE
- INDUSTRIAL:
 - 3-1 LIGHT
 - 3-2 HEAVY
- PUBLIC/UTILITY (4)
- TOW (5)
- PARK/RECREATION/CONSERVATION (6)
- AGRICULTURAL/FORESTRY (7)
- UNDEVELOPED (8)



Appendix F. Community Greenspace Program Vision Map

Proposed Green Space Areas



**Appendix G. Summaries of County and Municipal Policies, Rules and Regulations
Used to Protect Greenspace**

Unincorporated Fayette County: The Conservation Subdivision Zoning District requires permanent protection of greenspace to the degree stated in the Georgia Greenspace Program. The required legal mechanism to maintain permanent protection is a conservation easement.

The Flood Plain Regulations and the Watershed Protection Ordinance conserve land in a form which will be conducive to the Fayette County Community Greenspace Program in that they both restrict development along streams corridors. Both of these ordinances provide temporary protection. It is proposed that the Watershed Protection Ordinance be amended to require permanent protection of natural buffers along streams.

The Planned Unit Development-Planned Residential Development Zoning District (PUD-PRD) requires a minimum of 2,500 square feet of open space per dwelling lot. This ordinance provides temporary protection. It is proposed that the Planned Unit Development-Planned Residential Development Zoning District (PUD-PRD) be amended to require permanent protection of open space.

Fayetteville: At this time the City of Fayetteville does not have any ordinances or regulations which require the permanent protection of property as stipulated by the Georgia Greenspace Program. Some existing ordinances and regulations do however offer temporary protection.

The Zoning Ordinance was amended in 2001 to add an Open Space Zoning District. The zoning classification mirrors the Georgia Greenspace Program goals and requirements for the protection of open space. The Open Space Zoning will be applied to those lands purchased fee simple, and to those lands that have granted open space easements, and agree to the zoning change. The zoning district restricts use of the land to only those uses allowed under the Georgia Greenspace Program.

The City's Zoning Ordinance, through the Planned Residential Development section, allows conservation subdivisions. There is a minimum common open space requirement of 700 square feet of open space per residential unit.

The Planned Community District (PCD) requires a minimum of 20% of the total area of a proposed PCD to be dedicated open space. The open space must be deeded to and maintained by the property owners association.

Peachtree City: There are no existing ordinances, policies, or regulations which require the protection of greenspace to the degree stated in the Georgia Greenspace Program. Current ordinances such as the Watershed Protection Ordinance and Flood Plain Regulations provide temporary protection.

Tyrone: There are no existing ordinances, policies, or regulations which require the protection of greenspace to the degree stated in the Georgia Greenspace Program. The Flood Plain regulations and the Watershed Protection Ordinance provide temporary protection as they restrict development along streams.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Interim City Manager 

FROM: City Engineer 

DATE: November 11, 2002

SUBJECT: Lake Peachtree Sediment Removal Project - Drake Field Use Agreement

Attached is a copy of an agreement regarding the use of Drake Field by the Fayette County Water System for work associated with the sediment removal project. The City Attorney and I have reviewed the agreement and have provided comments which are incorporated into this final version. Therefore, I recommend that City Council approve the use of Drake Field according to the provisions and conditions stipulated in the agreement and authorize the Mayor to sign it on behalf of the City.

Attachment

cc: City Attorney
file

AGREEMENT

This Agreement is entered into on the date of the last signature by and between Fayette County, Georgia ("County"), a political subdivision of the State of Georgia; Peachtree City, Georgia ("City"), a municipal corporation duly created by the State of Georgia; and The Development Authority of Peachtree City ("Development Authority"), a government authority created by Peachtree City pursuant to the general law of the State of Georgia.

WITNESSETH

WHEREAS, the City and Development Authority separately own parcels of land located in Peachtree City along Highway 54 between Lake Peachtree and City Hall commonly known as "Drake Field"; and

WHEREAS, the City owns Lake Peachtree and under a separate agreement granted to the County the right to withdraw water for public use; and

WHEREAS, under said separate agreement, the County is responsible for and is removing some of the silt from the bottom of Lake Peachtree; and

WHEREAS, the County would like to use Drake Field in its operations to remove the silt; and

WHEREAS, the City and the Development Authority agree to allow the County to use Drake Field in these operations.

NOW, THEREFORE, for and in exchange of one dollar (\$1.00) in hand paid, from the County to each of the City and the Development Authority, the sufficiency of which is acceptable, the parties agree as follows:

1. **Use of Drake Field.** For a period of six (6) months, beginning on a date established by the County, but ending no later than June 30, 2003, the County or its designee shall have the full authority to use that portion of Drake Field as shown in Exhibit "A" for purposes of removing, drying, loading and unloading silt from Lake Peachtree; for the purposes of storing equipment and supplies involved in such activities; and for all other lawful purposes associated with the removal of silt from Lake Peachtree.
2. **Ingress and Egress to Drake Field.** The County and its designees shall obtain access to Drake Field via a drive to be constructed by the County as shown on Exhibit "A."
3. **Restoration of Drake Field.** Within sixty (60) days following the conclusion of the removal of silt from Lake Peachtree, the County, at its expense, shall restore and repair Drake Field to its present condition. The County shall also remove the driveway described in Paragraph 2 within said time.
4. **Compliance with City Ordinances.** The County and its designees shall comply with all of the ordinances of the City relative to construction and building projects and soil erosion.
5. **Indemnification.** The County shall indemnify and protect the City and the Development Authority from all claims of third parties relating to the use of Drake Field by the County or its designee as discussed herein.

6. **Hold Harmless.** The County has had the opportunity to inspect Drake Field and shall hold harmless the City and the Development Authority for any damages it, or its designees, may suffer from the use thereof.
7. **Arbitration.** All issues relating to this Agreement which cannot be resolved by the parties shall be submitted to arbitration conducted by a certified arbitrator in the Griffin Judicial Circuit or by a person selected by the Chief Judge of the Griffin Judicial Circuit.
8. **Entire Agreement.** This Agreement encompasses the entire agreement between the parties. No modifications shall be binding unless such are reduced to a writing executed by all of the parties.
9. **Severability.** Should any portion of this Agreement be found by the arbitrator or court of competent jurisdiction to be invalid, the offending portion shall be struck and the remaining Agreement shall be read as if the offending portion was never included.
10. **Multiple Counterparts.** This Agreement may be written in multiple counterparts, each of which shall be regarded as an original.

IN WITNESS WHEREOF, the parties, by and through their representatives who have been properly authorized to enter into this Agreement, hereby affix their hands and seals on the date written below.

FAYETTE COUNTY

By:

Greg Dunn, Chairman

Date

CITY OF PEACHTREE CITY

By:

Steve Brown, Mayor

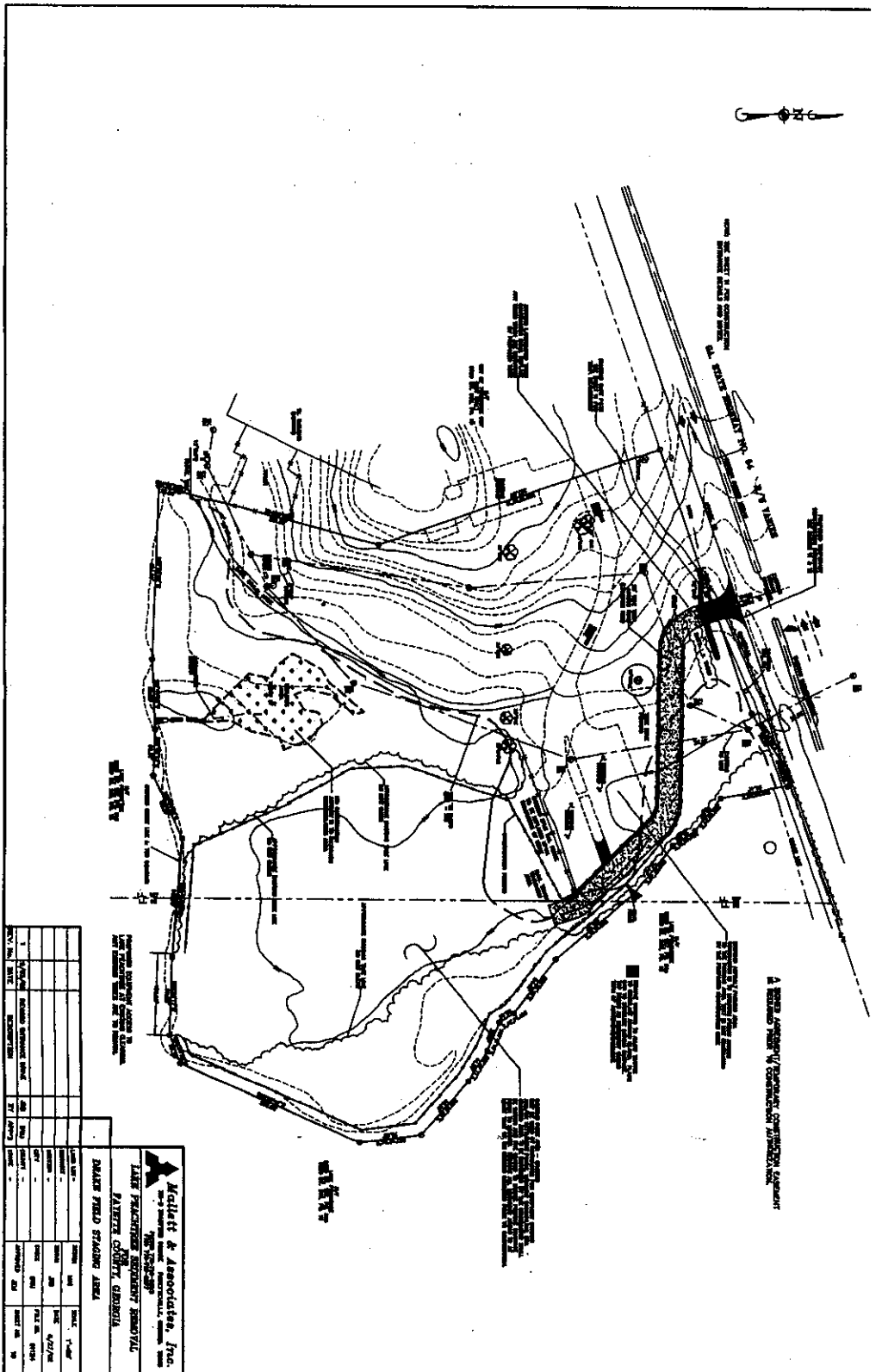
Date

DEVELOPMENT AUTHORITY OF
PEACHTREE CITY

By:

Tate Godfrey, Chairman

Date





Peachtree City

Georgia

TO: Mayor and Councilmembers

VIA: Interim City Manager *[Signature]*
Interim Director of Developmental Services

FROM: City Planner *[Signature]*

DATE: November 15, 2002

SUBJECT: GA 54 West Corridor Study

As you are aware, City Staff and the GA 54 West Advisory Board have been actively working on several projects identified within the recently completed Livable Centers Initiative (LCI) study of the GA 54 West activity center/ transportation corridor. One of the critical components of this study was the development of an overall master plan to guide existing, proposed and future development within the area. Another component was the establishment of cohesive design guidelines to promote aesthetically pleasing architectural design, building materials, color selection, signage and landscaping. It is envisioned that both of these, among other items, will be included in a detailed zoning overlay district for the GA 54 West Corridor.

To assist the Advisory Board with this process, RAM Development hired Roberto Parades of ASD to begin the initial development of the master plan. In an effort to assist in funding this exercise, Staff prepared and submitted grant applications to the Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC). Unfortunately, these requests were not funded.

Due to enthusiasm and progress being generated by this process, Mr. Parades continued to work with the Advisory Board and has now completed the master plan and schematic elevations for several of the buildings. RAM Development paid the initial fee for design services (\$10,000.00) to ASD on August 19, 2002 and has requested funding assistance from the City for the remainder of the master planning effort.

Since there are operational efficiencies continuing our relationship with ASD, Staff recommends that Council authorize the use of "brand name" and allow us to process payment to ASD. Staff has requested a detailed scope of work and an invoice for all work performed to date from Mr. Parades, and anticipates receiving this information no later than Monday, November 18. We have also requested that Mr. Parades separate design and planning work for the individual parcels, as this is above and beyond the master planning efforts and would be the responsibility of RAM Development.

GA 54 West Corridor Study

November 15, 2002

Page Two

Staff is also continuing to pursue grant opportunities to fund this and additional work identified within the LCI study. We recently applied for \$30,000 in funding (\$15,000 local match) through the DCA's Quality Growth Grant Program to assist us with the master planning and design efforts. We have also requested that ARC release planning and engineering funds in the amount of \$60,000 (\$12,000 local match) to allow us to fund the design of additional projects within the corridor.

In addition, Staff has learned that the Atlanta Regional Commission has identified in excess of 39.3 million dollars in LCI implementation funds for FY 04-05. Applications for these funds will be due within the next 2-3 months. Also, the next round of TEA-21 grant applications will be due after the first of the year. Staff will continue pursue these and other grant opportunities as applicable.

Please remember that the majority of the planning efforts for this project thus far have been generated by City Staff and the GA 54 West Advisory Board. We continue to receive positive feedback from ARC, DCA, GA DOT and other local and regional officials. We are at a critical juncture in this project, as the GA 54 West road-widening project will soon be underway. We also anticipate receiving development plans for several of the outparcels within the corridor after the first of the year, and it is imperative that we have design guidelines in place in order to facilitate these projects.

Staff is available to present additional information if necessary.



PEACHTREE CITY AIRPORT AUTHORITY

Catherine M. Nelmes
Chairman

H.E. Buffington
Secretary/Treasurer

Douglas B. Warner
Attorney

James H. Savage
Airport Manager

Jerry R. Cobb
Member

Douglas A. Fisher
Member

Mark H. Harris
Member

November 15, 2002

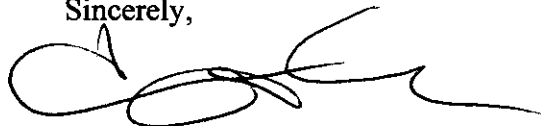
The Honorable Stephen D. Brown
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Mayor Brown:

At the Airport Authority's November 13, 2002, meeting, we voted to approve the enclosed agreement to help with the fiscal year 2002 shortfall in anticipated Hotel/Motel Taxes. This agreement is essentially the same as the one previously brought to City Council by the Airport Authority.

We are pleased to be able to do our share to help with this shortfall. Thank you for your cooperation in resolving this matter. Please call me at 770-632-9806 if you have any questions or comments.

Sincerely,



Cathy Nelmes
Chairman

INTERGOVERNMENTAL AGREEMENT FOR DEFICIT REDUCTION

This Agreement, entered into on _____, 2002, by and between the City of Peachtree City ("City") and Peachtree City Airport Authority ("Airport Authority") as follows:

WHEREAS, the City charges a tax on certain receipts received by the hotels and motels located within its boundaries ("hotel/motel tax"); and,

WHEREAS, because of a significant slump in the hospitality industry, the City increased the hotel/motel tax to six (6%) percent effective February 1, 2002; and,

WHEREAS, even with the increased rate of the hotel/motel tax, the City experienced a shortfall between the income received from the hotel/motel tax and that budgeted of approximately nine (9%) percent; and,

WHEREAS, the City provides the Airport Authority with a certain percentage of the funds stemming from the hotel/motel tax; and,

WHEREAS, the City has requested that the Airport Authority assist the City by sharing in the reduction of the deficit created by such shortfall; and,

WHEREAS, the Airport Authority has agreed to cooperate with the City in this deficit reduction as more fully described herein below.

NOW, THEREFORE, for and in consideration of One (\$1.00) dollar in hand paid, the receipt of which is hereby acknowledged, the Airport Authority and City have agreed as follows:

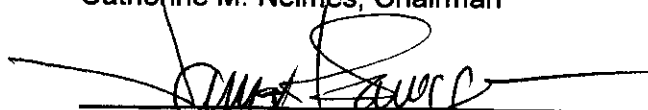
1. Based on a shortfall in the hotel/motel tax of \$84,862, and the original pro rata calculations provided by Councilman Steve Rapson which showed the Airport Authority's share of the deficit reduction as 20%, the Airport Authority hereby agrees to provide the City with a \$16,972, lump sum payment to assist in said deficit reduction. Payment to be made at the time of execution of this agreement by the parties hereto.

2. For this consideration, the City agrees to repay the Airport Authority \$16,972, in full, with no accumulated interest or carrying charges, by a date no later than September 30, 2003.

IN WITNESS WHEREOF, the parties have affixed their hands the date first set forth above.

PEACHTREE CITY AIRPORT AUTHORITY

By: 
Catherine M. Nelmes, Chairman


Witness

CITY OF PEACHTREE CITY

By: _____
Stephen D. Brown, Mayor

Witness



Peachtree City

Georgia

TO: Mayor and Councilmembers

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

FROM: City Planner/ Zoning Administrator *David*

DATE: November 15, 2002

SUBJECT: Leach Tract Rezoning Request

The Applicant for the proposed rezoning, Southeast Properties, Inc., initially submitted a Request for Rezoning on July 16, 2002. After Staff review and the submittal of all information necessary to move forward with this request, Staff accepted the Application on August 12. A Public Hearing was scheduled for the Planning Commission meeting on August 26, and another at the City Council meeting on September 19 to hear this request.

Rather than conduct the initial Public Hearing, Staff recommended that the project be discussed in a workshop format prior to consideration. Two workshops were held at the Planning Commission meetings on August 26 and September 9. The Planning Commission did hear the rezoning request at the September 23 meeting, and voted unanimously to forward the rezoning request to City Council with the recommendation that it not be approved. A copy of the minutes of the September 23 Public Hearing are attached to this memorandum.

Following that meeting, Staff discovered that the September 23 Public Hearing was not properly advertised, therefore making the Planning Commission's recommendation null and void. The Applicant agreed to bring their request back to the Planning Commission and revised the site plan in accordance with several concerns raised during the previous Public Hearing.

Following proper advertising and notification procedures, another Public Hearing was held at the October 28 Planning Commission meeting. At that meeting, the Planning Commission voted to recommend that the project be forwarded to City Council with a recommendation that it be approved.

related items that would be incorporated into the road construction plans. Staff learned that construction might begin as early as June 2003.

6. The following documents were distributed:

- *Peachtree City Building Report for the month of August 2002*
- *Fayette County Building Report for the month of August 2002*
- *Abbreviated Minutes of September 19, 2002, City Council Meeting*

In response to a question from Mr. Ames relative to the circulation in Lexington Circle, Mr. Rast stated that because Mr. Lassiter was not developing his property at this time, he objected to the road connection proposed on his property and shown on the master plan. He added that the parties involved were continuing to work with him about this.

APPROVAL OF MINUTES

A motion was made by Mr. Ames, seconded by Mr. Buckley, and unanimously adopted to approve the minutes of the regular Planning Commission meeting of July 8, 2002.

PUBLIC HEARINGS

The Chairman called the public hearings to order. He explained the rules for conducting a public hearing and informed the people in the audience that printed copies of the rules were available at the entrance.

PH-02-05 Proposed Rezoning, Leach Tract, 355 Highway 74 North, AR to LUC.

The Chairman opened the public hearing at 7:18 p.m.

Mr. Josh Bonner of Southeast Properties was in attendance to represent Dalton West Carpets, Inc. They were requesting that the 2.35-acre tract owned by Mrs. Helen Leach be rezoned to allow construction of a freestanding carpet and flooring showroom and a freestanding office and retail building.

Mr. Bonner said a conceptual site plan had been included in their application which identified a carpet showroom facility totaling approximately 11,400 square feet and an

additional building totaling approximately 10,200 square feet of office and retail space on the remainder of the property. He added that the architectural design would be residential in nature and would blend with the surrounding developments. He also stated that there would be restrictions on the property to prohibit transportation terminals, self-storage facilities, package stores, gas stations, restaurants, etc.

Mr. Bonner further stated that, in response to the workshops that had been conducted, this site plan eliminated the drives on the north and south portions of the property and increased the amount of greenspace not only along Highway 74 but also between the Fulton property to the north and the Ergle property to the south. The site plan also included a concept for the remaining property between the Leach Tract and Wisdom Road, as well as an access easement across the rear of the property, which would ultimately connect Park Place to Wisdom Road. However, Mr. Bonner noted that his client only had control over the 2.35 acres that were identified within the rezoning request; and the other properties were shown at the request of the Planning Commission. In response to concerns expressed about the appearance of the rear of the buildings, Mr. Bonner added that both buildings would have a multi-storefront appearance.

Mr. Rast stated that Staff felt a Limited Use Commercial zoning on this tract, and potentially the adjoining Ergle tract, would provide an opportunity to develop a cohesive plan for that portion of GA 74 and would provide a logical transition between the existing OI Office Institutional zoning to the north and the GC General Commercial zoning south of Wisdom Road.

Mr. Rast and the Planning Commission expressed their disappointment in the site plan presented for the Leach tract. It was noted that the site plan had been discussed at two public workshops, several meetings with individual Planning Commission members, and numerous meetings with City Staff. Additionally, Staff had met with the property owners from the adjoining Fairfield subdivision, and their concerns were provided to the Applicant. It was felt the Applicant had shown little, if any, flexibility in responding to the recommendations or discussions that had taken place.

In response to these concerns, Mr. Brent Moyer of Site Design Services stated that a continuous 10-foot wide landscaped area between Fairfield and the access drive would be difficult to provide because of the 40' tree save and landscape buffer required adjacent to GA 74. He indicated they would be willing to discuss this issue, but they saw it as a problem. He added that if consideration were given to reducing the width of this buffer, they would be glad to provide a 10-foot landscape strip along the rear property line. Mr.

Ames felt the 10 feet could be provided if the footprint of the buildings and the site layout were reconfigured, and Dr. Schumacher noted that reconfiguring the building was also discussed at the workshop sessions.

Mr. Ray Green, a concerned citizen, questioned the need for a curb cut from GA 74, and felt the existing curb cuts on the Leach and Ergle tracts should be combined into one curb cut serving both parcels. Mr. Saunders explained that GA DOT had approved both curb cuts, and each curb cut provided access to two individual parcels. Since the Ergle tract was not being reviewed at this time, the City could not eliminate one of the curb cuts.

Ms. Sandra Harp, the realtor representing the seller, thought that a variance might be appropriate for this property. She said that other properties on Highway 74 had received variances to the Buffer Ordinance because of the impact of DOT's widening of Highway 74. Mr. Rast clarified that the City had not issued any variances for tree save and landscape buffers for the existing properties along GA 74. Rather, the City had included specific language within the Buffer Ordinance addressing those lots on Highway 74 whose depth was less than 200 feet. He indicated the Leach tract was over 200 feet deep and required a minimum 60-foot tree save and landscape buffer, with the understanding it could be reduced to no less than 40 feet with enhanced landscaping.

The Chairman closed the public hearing at 7:40 p.m.

Mr. Buckley did not feel the proposed rezoning could be approved without an acceptable site plan.

Other items of concern to the Planning Commission included protecting the residents of the adjoining Fairfield Subdivision; utilizing cross-easements through the parking lots to connect to the adjoining developments; and providing a transition between the surrounding office and commercial developments.

Mr. Bonner felt they had been responsive to the concerns that had been expressed and had changed the site plan appropriately.

After discussion, a motion was made by Mr. Ames, seconded by Dr. Schumacher, and unanimously adopted to forward the proposed rezoning to City Council with a recommendation for denial. Mr. Saunders noted that this item would be on the City Council agenda for October 17. **See attached Addendum.**

ADDENDUM

MINUTES OF PLANNING COMMISSION MEETING

September 23, 2002

**PH-02-05 Proposed Rezoning, Leach Tract, 355 Highway 74 North, AR to
LUC.**

It was later determined by the City Attorney that this public hearing had not been properly advertised so the action taken at this meeting was null and void. A public hearing was rescheduled for the October 28, 2002, Planning Commission meeting.

POSITION PAPER

Proposed Rezoning: Leach Tract, GA Highway 74 North
City Planner/ Zoning Administrator
November 15, 2002

David

Situation:

Mrs. Helen Leach owns the property at 355 GA Highway 74 North. The property contains a single-family home and has driveway access onto GA 74. Southeast Properties, LLC, desires to rezone the 2.35-acre tract from its current designation of AR Agricultural Reserve to LUC-19 Limited Use Commercial. The purpose of the rezoning is to allow the prospective purchaser of the property, Dalton West Carpets, Inc., to construct a freestanding carpet and flooring showroom and a freestanding office and retail building. Because the property is not currently zoned for commercial 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 tract is 2.35 acres in area and is currently zoned AR Agricultural Reserve. The owner of the property, Mrs. Helen Leach, has lived on the property for many years.
2. The Applicant is requesting that the property be rezoned to LUC-19 Limited Use Commercial to accommodate a carpet and flooring showroom facility and a separate office and retail building. The recent update to the Land Use Plan recommended that the property be redeveloped as an office use.
3. The property adjoins the Fulton Realty tract on its north side, which is zoned OI Office/Institutional.
4. The property adjoins the Fairfield Subdivision on its east side, which is zoned GR-12 Residential. A 25' landscape buffer was required along the rear of the lots within the subdivision to provide a separation between the homes and future use of the adjoining properties.
5. The property adjoins the Ergle (Clyde Leach) Tracts to the south, which are zoned AR Agricultural Reserve. The recent update to the Land Use Plan recommended that the parcel adjacent to Highway 74 North be redeveloped as commercial (Limited Use Commercial) and the property adjacent to Wisdom Road be redeveloped as single-family cluster residential (Limited Use Residential).
6. The Applicant has submitted a schematic site plan identifying two freestanding buildings and associated parking (Attachment "B"). The plan proposes a 40' tree save and landscape buffer adjacent to GA 74, which meets the requirements set forth within the Buffer Ordinance. Due to the fact this area is void of any vegetation, the Applicant

- is proposing to install a shallow stormwater detention facility within this buffer with extensive landscaping.
7. The LUC Limited Use Commercial zoning district requires a minimum rear-building setback of 75' if the property adjoins a residential zoning lot (Attachment "C"). The schematic site plan indicates the Dalton West building would be located 92' and the office/ retail building would be located 39' from the rear property line. The site plan meets or exceeds all other building setbacks specified within the LUC Limited Use Commercial zoning district.
 8. The site plan indicates a 6' high wooden privacy fence would be installed along the rear property line. Additionally, a 10' wide landscape strip would be provided in front of this fence between the property line and the access road.
 9. Existing access to the property from GA 74 will be maintained. Additionally, the site plan identifies an access road along the rear of the property that would connect the subject parcel to the Fulton Realty Tract to the north and the Ergle Tracts to the south. This road connection has been discussed for many years and will eventually provide access between Wisdom Road and the Whitlock Place commercial subdivision to the north. No other vehicular access points are proposed.
 10. On October 28, 2002, the Planning Commission voted to recommend approval of the proposed rezoning with the following conditions (Attachment "D"):
 - (a) *The proposed rezoning applies to the 2.35-acre Leach Tract only. The overall parcel must be developed as one, cohesive development.*
 - (b) *The schematic site plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process.*
 - (c) *The site must be developed so that the office/ retail building is adjacent to the Fulton Tract and the Dalton West building is adjacent to the Ergle Tract.*
 - (d) *Permitted uses shall include the following:*
 - (1) *Retail business involving the sale of merchandise on the premises.*
 - (2) *Business involving the rendering of a personal service on the premises.*
 - (3) *Office for governmental, business, professional, or general purposes.*
 - (e) *Buildings on the site shall be limited as to types of use with the following uses being excluded:*
 - (1) *Transportation facility or terminal.*
 - (2) *Self-service storage facilities, i.e., mini-warehouses.*
 - (3) *Adult bookstores.*
 - (4) *Package stores.*

- (5) Restaurants and any business involving the sale of food or beverage on the premises.*
- (6) Gas stations.*
- (7) Off-street auto parking facility.*
- (8) Massage parlors.*
- (9) Open yard for the sale, rental, and/or storage of materials or equipment, including junk or salvage materials.*
- (10) Convenience-type stores.*
- (f) The total square footage of all buildings located on the subject parcel must not exceed 19,000 SF. All building setbacks identified within the LUC Limited Use Commercial zoning guidelines must be adhered to, including the 75' rear building setback.*
- (g) Parking on the site shall be limited to only that necessary to accommodate the proposed businesses. Dumpster, loading, and service areas shall not be located within any building setback and shall be properly screened from view.*
- (h) The site plan must be developed in accordance with a unified architectural concept that must be approved by the Planning Commission as a part of the conceptual site plan review process. In addition to an architectural concept, a complete landscape concept, a site lighting plan, and a sign program must be submitted to and approved by the Planning Commission at that time.*
- (i) The architectural design of all buildings must be residential in character and must blend in with the scale and design of surrounding developments. All sides of each building must include architectural detailing and similar building materials. Additionally, no wall-packs or other external lighting sources will be permitted on the rear and sides of the building without Staff approval.*
- (j) Lights must be directed away from the adjoining residential subdivision and placed on a timer. The level of illumination within all parking and service areas must not exceed 3 foot-candles.*
- (k) The site plan must provide for a fully landscaped entrance off of GA 74, including substantial landscaping within the detention and buffer areas adjacent to GA 74. Additionally, the teardrop island within the site entrance must include landscaping rather than concrete.*
- (l) The 10-foot wide landscaped area along the rear property line must be heavily landscaped to assist in providing a visual separation between the proposed development and the adjoining subdivision. All landscaped areas within the site, including the GA 74 right-of-way, must be irrigated.*
- (m) The site plan will be limited to one right-in/ right-out access drive from GA 74. The Applicant must also agree to allow the adjoining property owners to connect to the access road along the rear property line.*

- (n) The property must be connected to the sanitary sewer system, and the existing septic system must be removed.*
 - (o) All of the existing outbuildings on the site must be removed. In addition, all existing overhead utility lines that traverse the site must be relocated underground.*
11. The Applicant agreed to these conditions. The Applicant also agreed to continue working with City Staff, the Planning Commission, and representatives from the adjoining Fairfield subdivision during the preparation of the conceptual site plan.

Recommendation:

Staff joins the Planning Commission in recommending that the rezoning be approved to LUC-19 Limited Use Commercial.

Although the proposed rezoning is somewhat inconsistent with the recent update to the Land Use Plan, Staff feels there is merit to rezoning the subject parcel to LUC Limited Use Commercial. This zoning classification will provide a reasonable transition between the OI Office/ Institutional zoning to the north and the probable commercial development to the south. In addition, the proposed zoning restrictions can be easily adapted when the property to the south is redeveloped.

The LUC Limited Use Commercial zoning category allows the City to adopt stringent site, building, and aesthetic design guidelines as a part of the zoning process. Also, certain use restrictions may be included as a part of the rezoning. The Applicant has expressed their willingness to abide by these conditions as the property is developed.

Attachments "A" – "D"

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:

355 Highway 74 N, PEACHTREE CITY, GEORGIA 30269
LEACH TRACT, 2.35 ACRES.

This property is presently zoned: A-1

The proposed zoning classification is: LUC

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

Signature: [Signature]

Owner: (print) _____

Agent: (print) JOSH BONNER

Address: 110 HADERSHAM DR. SUITE 121 FAYETTEVILLE, GA 30214

Phone: (770) 460-7013

Date: 7/16/02

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. Rost

Title: City Planner / Zoning Administrator

Date: August 12, 2002

Request Number: _____

Date of Planning Commission Public Hearing: August 26, 2002

Date of City Council Public Hearing: September 19, 2002

I, Helen C. Leach, do hereby grant Chris Kemp, or any agent acting on behalf of Dalton West Carpets, Inc., the right to submit a re-zoning application to the city of Peachtree City, on my behalf.

Signed: Helen C. Leach

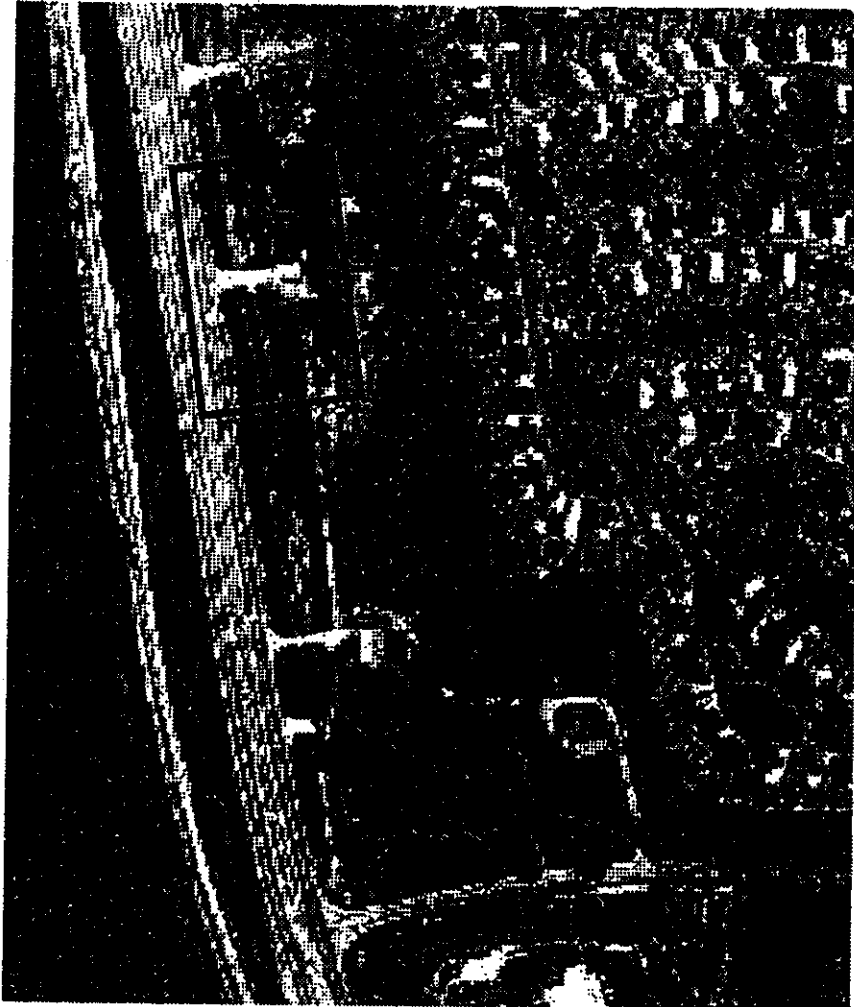
Helen C. Leach

Date: 7-15-02

Notary: Andrea Bunn-Hays

NOTARY PUBLIC, FAYETTE COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 31, 2003

Rezoning Request for
355 Highway 74 North
Peachtree City, Georgia 30269

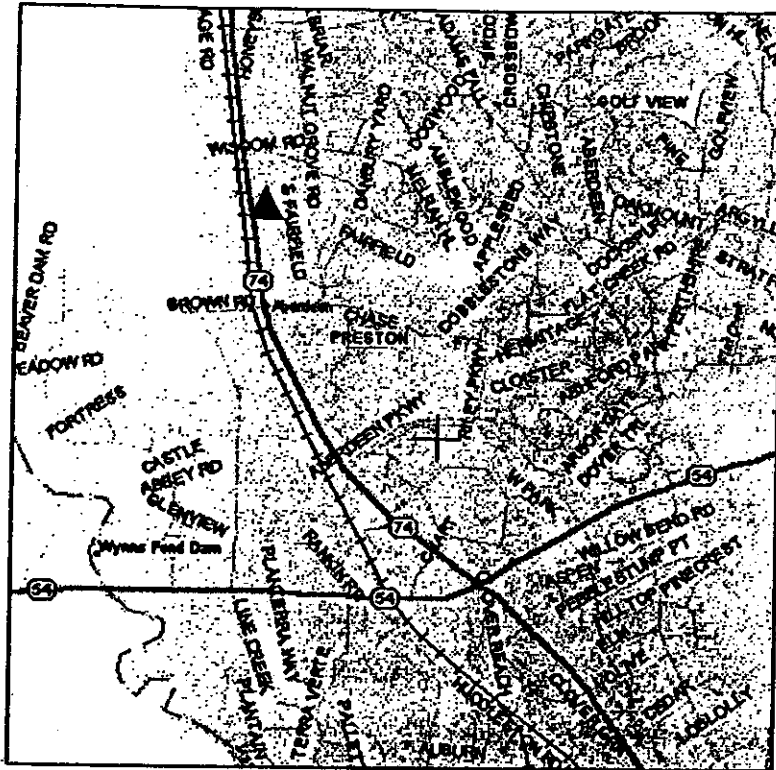


Submitted By:
Dalton West Carpets, Inc.
7 Jefferson Parkway
Newnan, Georgia 30263

REVISED - received Oct. 25, 2002

General

Property: 355 Highway 74 North
Peachtree City, Georgia 30269



Legal:

All that tract of land lying and being in land lot 158 of the 7th district of Fayette County, Georgia, being more particularly described as follows: To find the point of beginning, commence at the intersection of the centerline of Wisdom Road and the eastern right-of-way line of State Route 74; thence running along said eastern right-of-way line of State Route 74 in a northerly direction, 500.86 feet to an axle found and the true Point of Beginning; thence running, North 8°41'14" West, 446.90 feet to a point; thence leaving said eastern right-of-way line of State Route 74 and running, North 88°32'14" East, 233.85 feet to a point; thence, South 08°18'02" East, 441.89 feet to a point; thence, South 87°23'26" West, 230.31 feet to an axle found on the aforesaid eastern right-of-way line of State Route 74 and the true Point of Beginning. Said tract contains 2.3525 acres (102,473 square feet), more or less, as per survey prepared for Helen Leach by Delta Surveyors, Inc. dated September 12, 1998.

Current Zoning: A-R

Owner: Helen C. Leach

Dalton West Carpets, Inc.

Dalton West Carpets, Inc. is a family owned, family operated carpet and flooring business operating within West Park Walk in Peachtree City, and in free standing buildings in Newnan and LaGrange. The Kemp family has been in the business for over 35 years, and offers a full line of flooring products including carpet, carpet tiles, ceramic tile, hardwood, laminate and padding, as well as full installation and maintenance.

Between the Newnan and Peachtree City locations, Dalton West generates an excess of \$500,000.00 in retail sales per month, with 50% of the business in Peachtree City (sales & installation) being conducted out of the Newnan location. This is due in large part to the lack of adequate and affordable retail space needed in order to accommodate a showroom facility. Dalton West intends the new location to be their premiere carpet and flooring showroom facility.

Proposal

Dalton West Carpets, Inc. requests that the parcel identified herein as 355 Highway 74 North, Peachtree City, Georgia, be rezoned from Agricultural Reserve (AR), to a Limited Use Commercial (LUC) designation.

The subject property lies south of the Fulton property, zoned O & I, north of the Ergle property, zoned A-R, and west of Fairfield Subdivision, zoned GR-12. This request is in response to the recent and long term trends of continued growth and development along the Highway 74 corridor and will yield the highest and best use of the property.

The intended use of the property is a development consisting of a carpet and flooring showroom facility for Dalton West Carpets, Inc. totaling approximately 10,000 square feet, with an additional building on the remaining portion of the property totaling approximately 9,000 square feet dedicated to office space and limited retail sales. The architectural design of the buildings will be residential in nature, with architectural detailing and similar building materials on front and rear.

Buildings on the development will be limited as to types of use, with the following being excluded:

- 1) Transportation facility or terminal.
- 2) Self-service storage facilities; i.e. mini-warehouses.
- 3) Adult book stores.
- 4) Package stores.
- 5) Dine-in Restaurants
- 6) Gas stations.
- 7) Off-street auto parking facility.
- 8) Massage parlors.
- 9) Open yard for the sale, rental and/or storage of materials or equipment, including junk or salvage materials.

The proposed development includes a 40' building setback along the front portion, with the north and south setbacks consisting of 23' of landscaped green space. The rear setback area consists of a 10' wide landscaped buffer with a 6' high privacy fence to provide a visual separation between the proposed development and the adjoining subdivision. In addition, a 24' access easement is provided along the rear of the property to provide access from the extension of Park Place to Wisdom Road.

The landscape plan calls for a fully landscaped entrance off of GA 74, including substantial landscaping within the detention and buffer areas adjacent to GA 74. Additional landscaping is provided within the interior of the development throughout the designated parking areas.

Analysis

A Limited Use Commercial designation based upon the proposed concept will allow a transition between the O & I designation in the current land use plan and the General Commercial zoning on the Ergle property. Dalton West Carpets' use as a showroom facility has the ability to act as a buffer between the office and retail properties along the Highway 74 corridor. Based upon an analysis of the proposed site in conjunction with input from the city of Peachtree City, the following has been determined:

1. Tax Base.

Dalton West Carpets currently generates an excess of \$500,000.00 in retail sales per month between the Newnan and Peachtree City locations. Sales projections for the proposed location are in excess of \$200,000.00 per month alone, thereby increasing the sales tax revenue by 60%. The addition of the office/retail building to the equation has the potential to increase the tax revenue by another 20% – 30%. This is a significant increase from the current tax participation generated by the subject property.

2. Public education. No impact.

3. Police and fire protection. Police service is provided by the station located at 350 Highway 74 South and fire and emergency services are provided by the Leach Station on Paschall Road.

4. Transportation.

- a) Located along the Highway 74 corridor, the proposed use for the subject property should not increase the flow of traffic. Businesses operating within the development will conduct operations during off-peak traffic hours.
- b) The proposed development will make use of the current accel lane from Wisdom Road.
- c) Dalton West will provide access and an access easement along the rear portion of the property in order to facilitate the completion of access from Park Place to Wisdom Road.

5. Utilities.

- a) Electricity is currently run to the subject property.
- b) Water is available via a 20" running along the eastern right-of-way of 74
- c) Sewer is available via a line at the intersection of West Manor and Park Place through an easement along the rear portion of the Fulton property. Mr. Jim Fulton has agreed to grant the easement and has forwarded a letter in support of the project.

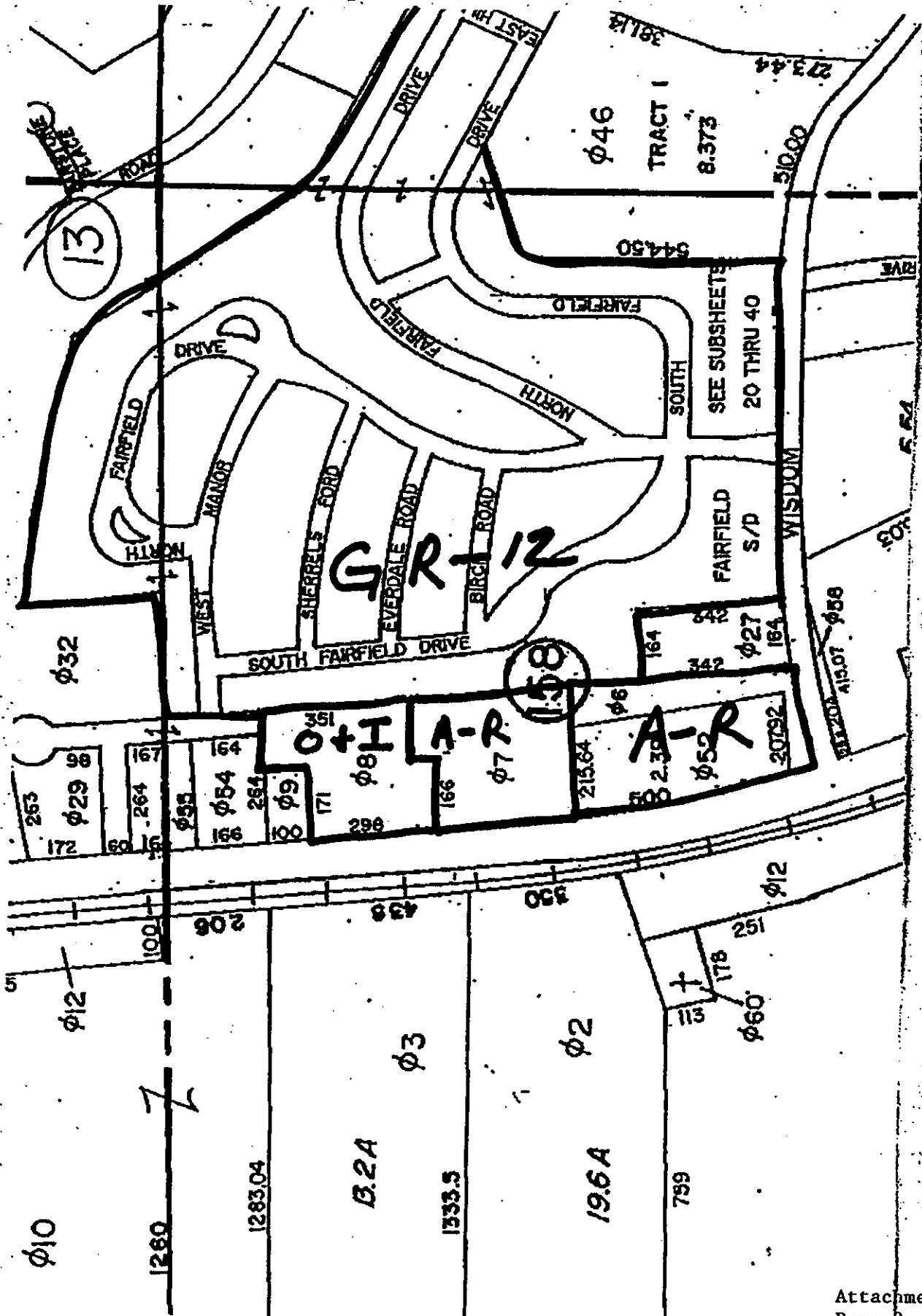
6. Environmental protection. No impact.

7. Recreation Program. No impact.

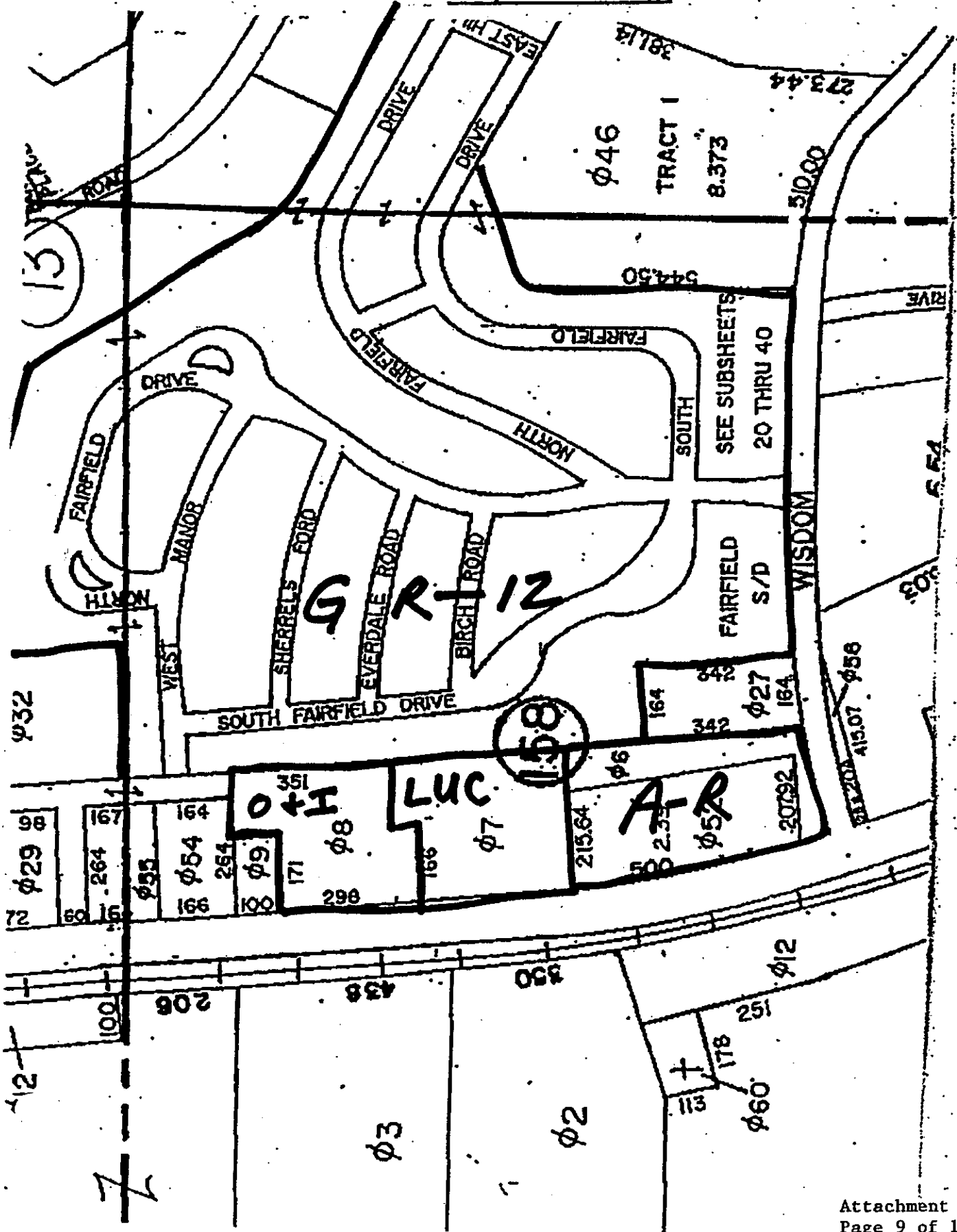
8. Implementation of the Overall Development Plan.

The subject property is currently designated as O & I, as annotated in the 2002 Land Use Update, and lies adjacent to the property owned by James Fulton, which also has an O & I zoning and to the Ergle property on the corner, designated as General Commercial. The intended use as a carpet and flooring showroom with the majority of retail situated adjacent to property already projected as general commercial, has the opportunity to provide a suitable transition between the two uses established in the Land Use Plan.

Existing Zonings



Proposed Zonings



**Property Owners
Within 200 Feet of Subject Property**

Lot / Parcel #	Name	Address	City	State	Zip
Lot 12	Michael Caudle	340 Ridgmont Drive	Fayetteville	GA	30215
Lot 13	Iris Murphy	124 S Fairfield Drive	Peachtree City	GA	30269
Lot 14	Chris & Karen Sellers	230 Lakemont Drive	Fayetteville	GA	30214
Lot 15	Catherine & Edward Stoner	394 Callaway Road	Fayetteville	GA	30214
Lot 16	Veronica Salcedo	130 S Fairfield Drive	Peachtree City	GA	30269
Lot 17	David & Yvonne Kohout	132 S Fairfield Drive	Peachtree City	GA	30269
Lot 18	Sylvia Flesher	134 S Fairfield Drive	Peachtree City	GA	30269
Lot 19	Geraldine Holt	136 S Fairfield Drive	Peachtree City	GA	30269
Lot 20	Janice Frey	138 S Fairfield Drive	Peachtree City	GA	30269
Lot 21	Gail Hall	140 S Fairfield Drive	Peachtree City	GA	30269
Lot 22	David Monsour	142 S Fairfield Drive	Peachtree City	GA	30269
Lot 23	James Robert	144 S Fairfield Drive	Peachtree City	GA	30269
Lot 24	John M Trimbach	40 Parkgate Lane	Peachtree City	GA	30269
Lot 25	Steve C. & Tracey A Harrelson	302 Everdale Road	Peachtree City	GA	30269
Lot 39	Dennis & Darlene Elliot	303 Everdale Road	Peachtree City	GA	30269
Lot 40	Donald Smith	767 Ebenezer Road	Peachtree City	GA	30269
Lot 41	Brenda Godfrey	135 S Fairfield Drive	Peachtree City	GA	30269
Lot 155	Su-Lin	155 Kraftwood Park	Peachtree City	GA	30269
Lot 156	David & Sharon Hamon	108 Lakeside Drive	Peachtree City	GA	30269
Lot 157	Jimmy S. Halligan	101 S Fairfield Drive	Peachtree City	GA	30269
Lot 158	Bobby A & Tommy H Gray	202 Frendale	Peachtree City	GA	30269
Lot 159	Julia M Jumbelic	129 Woodside Drive	Peachtree City	GA	30269
Lot 160	Janet R. Kuhn	100 Watergate Cove	Fayetteville	GA	30214-7015
Lot 161	Loya D English	146 S Fairfield Drive	Peachtree City	GA	30269
Lot 162	Gail Dixon	2226 Dockyface Circle	Dalton	GA	30720
Lot 163	Patricia A Kirk	417 Sherrel's Ford	Peachtree City	GA	30269
Parcel 6	Estate of Clyde Leach	105 Wisdom Road	Peachtree City	GA	30269
Parcel 7	Helen Leach	355 Hwy 74 N	Peachtree City	GA	30269
Parcel 8	James Fulton	308 Hwy 74 N	Peachtree City	GA	30269
Parcel 27	Sylvia & Virgil Ergle	105 Wisdom Road	Peachtree City	GA	30269
Parcel 52	Annette & Virgil Leach	105 Wisdom Road	Peachtree City	GA	30269

Sec. 1006A. LUC limited-use commercial district.*

***Editor's note--Specific LUC districts are set out in § 1006B.**

(1006A.1) *Intent of district:* It is intended that the LUC zoning district be established and reserved for restricted commercial business purposes. Recognizing that a commercial district with its variety of land uses could cause a detrimental impact on neighboring lands, the regulations which apply within this district are designed to encourage the formation and continuance of a stable, economically healthy and compatible environment for businesses to serve city and regional commercial needs and to promote the interests of the particular neighbors and the public welfare at large. These regulations are intended for use only when a commercial district, in its unrestricted form, would be an isolated district, unrelated and detrimental to the surrounding area. These regulations are also intended to reduce traffic congestion, provide for adequate off-street parking, prohibit the development of "strip" type business areas, and prohibit encroachment by other uses capable of adversely affecting the character of the district.

(1006A.2) *Permitted uses:* Any one or more of the following uses may be permitted in any LUC zoning district. (The specific use and any related activity anticipated by the party requesting the rezoning must be delineated in the zoning request.) The property will be rezoned for one or more specific uses only to the exclusion of all other listed permitted uses. The limits of permitted uses of the property, density or intensity of use, and height and size restrictions must have a reasonable relation to the rezoning, and must be in the best interest of public safety, welfare and convenience.

- (a) Retail business involving the sale of merchandise on the premises.
- (b) Business involving the rendering of a personal service on the premises.
- (c) Office for governmental, business, professional or general purposes.
- (d) Commercial recreation facility located entirely within a building on the premises.
- (e) Publicly owned building, facility or land.
- (f) Building, facility or land for the distribution of utility services.
- (g) Building, facility, or land for noncommercial park, recreation, thoroughfare or open space purposes.
- (h) Private or semiprivate club, lodge or social center.
- (i) Building, facility or land for off-street automobile parking.
- (j) Hotel or motel.
- (k) Restaurant/lounge.
- (l) Commercial trade or vocational school.
- (m) Radio and/or television station, not including a transmission tower.

- (n) Wholesale business involving the sale of merchandise on the premises.
- (o) Newspaper publishing facility.
- (p) Accessory use: See section 908.

(1006A.3) *Conditional uses:* The following uses shall be permitted in any LUC zoning district on a conditional basis. (The specific use and any related activity anticipated by the party requesting the rezoning must be delineated in the zoning request.) The city council may, in its discretion, approve a zoning request subject to additional conditions so long as those conditions are reasonable and are imposed for the protection or benefit of neighboring land owners to ameliorate the effects of the zoning change. (The property will be rezoned for one or more specific uses only to the exclusion of all other listed permitted uses.)

- (a) All conditional uses permitted in section (1005.3) for LC zoning districts, subject to the same conditions.
- (b) Dwelling in combination with any use permitted in this district, provided all dwelling units have direct access to a street or other public area.
- (c) All uses permitted in section (1004.2) for GR zoning districts, subject to the same requirements.
- (d) All conditional uses permitted in section (1004.3) for GR zoning districts, subject to the same conditions.
- (e) Open yard for the sale, rental and/or storage of materials or equipment, excluding junk or salvage materials, provided that the area is entirely screened from the street and adjoining properties by a suitable fence or wall at least six feet in height above finished grade. The above required fence or wall must provide for a reasonable visual separation between the use and adjoining properties.
- (f) Commercial recreation facility or land where the use is not located entirely within a building on the premises, on the following conditions:
 - (1) The zoning lot is not less than one acre in area.
 - (2) The zoning lot is not adjacent to or across the street from any residential zoning lot.
- ~~(g)~~ Transportation facility or terminal, provided service is primarily for passenger transportation rather than freight transportation.
- (h) Community hospital, including customary accessory functions, provided the zoning lot is not less than ten acres in area.
- (i) Self-service storage facilities (mini-warehouses), permitted subject to the following conditions:
 - (1) Storage facilities shall be limited to dead storage use only.
 - (2) No activities other than rental of storage units and pick-up and deposit of dead storage shall be allowed on the premises. (Ord. No. 419, 12-18-1986)

(1006A.4) *Other requirements:* Unless otherwise specified in this ordinance, uses permitted in LUC zoning districts shall conform to the following standards:

- (a) Minimum zoning lot area: 30,000 square feet.
- (b) Minimum lot width: 150 feet.
- (c) Minimum front setback depth:
 - (1) Building: 40 feet.
 - (2) Driveway/parking: 20 feet.
- (d) Minimum side setback depth: Ten feet. (If adjoining a residential zoning lot, the building setback shall be 75 feet.)
- (e) Minimum rear setback depth: 20 feet. (If adjoining a residential zoning lot, the building setback shall be 75 feet.)
- (f) Maximum building height: Ten stories, but if over 35 feet, it must be approved by the fire department.
- (g) Parking: See section 909.
- (h) Signs: See Peachtree City sign ordinance.

Cross reference(s)—Sign ordinance, § 66-1 et seq.

- (i) Storage: No storage will be permitted on the zoning lot outside a fully enclosed building unless the storage area is entirely screened from the street and adjoining properties by a suitable fence or wall at least six feet in height above the finished grade. The required fence or wall must provide for a reasonable visual separation between the storage area and any adjoining property.
- (j) All zoning lots shall have direct access onto a major thoroughfare, or have access to a major thoroughfare via an access street.
- (k) No automobile parking or service areas will be permitted within the required front setback depth or within 30 feet of the property line of any adjoining residential zoning lot.
- (l) All parking and service areas must be separated from adjoining residential zoning lots by a suitable planting screen, fence or wall at least six feet in height above finished grade. The above required screen, fence or wall must provide for a reasonable visual separation between the properties.
- (m) No outside loudspeaker systems shall be utilized.
- (n) All lights or lighting arrangements used for purposes of advertising, security or night operations must be directed away from adjoining or nearby residential zoning lots.
- (o) A landscape plan is required for the site, and must be reviewed by a registered landscape architect to be designated by the city and by the planning commission prior to issuance of occupancy permit. If no action

is taken or time extended within 30 days from filing, such request shall be considered approved.

The landscape plan shall be fully implemented prior to occupancy and if not completed an occupancy permit will not be issued. If it is infeasible to complete the landscaping due to weather conditions or other extenuating circumstances then the owner shall post a performance bond or other acceptable security in an amount equal to 110 percent of the cost of the landscaping improvements which remain incomplete. The owner shall have a one year period in which to complete the required improvements in a satisfactory manner.

The owner shall provide adequate maintenance of the landscaping improvements for a minimum of one year from implementation. The city shall inspect special screening at least once during this period to ensure that the approved plan has been fully implemented and maintained. If it is found that the landscaping, as stated in this section has died within the one-year period such landscaping shall be replaced by the owner.

- (p) The limits of permitted usage and/or any conditional uses must be clearly defined. A complete description of each district created, its location, its permitted uses, conditional uses, related activities and special restriction must appear in the appendix of the zoning ordinance. LUC districts shall be listed in this appendix in a numerical sequence related to the order in which they were created. This numerical suffix shall also be shown on the official zoning map, affixed to each district so created.

(Ord. No. 262, 4-8-1982; Ord. No. 366, § 19, 5-22-1985)

- 10. All disturbed areas of the site must be seeded, sodded or mulched prior to the issuance of a Certificate of Occupancy. All seeded areas must have germination and a significant stand of grass must be in place to qualify for stabilization.*

The Applicant agreed to the conditions.

PUBLIC HEARING

The Chairman called the public hearing to order. He explained the rules for conducting a public hearing and informed the people in the audience that printed copies of the rules were available at the entrance.

PH-02-05 Proposed Rezoning, Leach Tract, 355 Highway 74 North, AR to LUC.

The Chairman opened the public hearing at 8:01 p.m.

Mr. Josh Bonner of Southeast Properties was in attendance to represent the prospective buyer of this property, Dalton West Carpets, Inc. This rezoning request was discussed in a workshop format at the August 26 and September 9 Planning Commission meetings and was also considered at the September 23 meeting. At that meeting, the Planning Commission voted unanimously to forward a recommendation against the proposed rezoning to City Council. Following that meeting, Staff realized that the Public Hearing had not been properly advertised and notified the Applicant that the project would need to be presented to the Planning Commission once again prior to forwarding their recommendation to City Council. Mr. Bonner indicated that the site plan being considered was revised in accordance with the Planning Commission's comments from the previous meeting. He also felt they had addressed most, if not all, of the concerns identified at that meeting.

Mr. Chris Kemp, one of the owners of Dalton West Carpets, Mr. Brent Moye of Site Design Services, and Mr. Bill Bonner of Southeast Properties were also in attendance.

Mr. Josh Bonner reviewed the revisions that had been incorporated into the site plan since the last Planning Commission meeting. He stated that they felt the carpet showroom would have less impact than a development that was purely office or retail, and would provide a better transition from the current OI Office Institutional zoning to

the north and the commercial zoning that was anticipated on the Ergle Tract to the south. He added that Mr. Jim Fulton, who owned the property to the north, was agreeable to providing an easement on his property for the access road and was in favor of this project. Mr. Josh Bonner stated that the permitted uses had been revised so that only take-out restaurants would be permitted.

No one else spoke in favor of the proposed rezoning.

Mr. Rast noted that the site plan as drawn would not be approved as a part of the rezoning. It was intended only to suggest a concept that would be possible on this property if it were rezoned. However, Staff had addressed some of the changes they would like to see before the site plan went through the review process.

Mr. Rast stated that Staff viewed this rezoning as a logical transition from the existing office development to the north and the potential commercial development to the south. Staff preferred that the property be developed into an LUC Limited Use Commercial project that would require continuity of architectural design, building materials, landscaping, signage, and other aesthetic features.

Mr. Rast added that the orientation of the buildings would probably warrant more discussion during the site plan review process. He pointed out that it was important for the LUC zoning to guide the development and use of this property. He felt there was some merit to the way the buildings were sited and noted that it was not strip commercial.

In response to a question about how the Fairfield Subdivision would be impacted, Mr. Josh Bonner stated the plan had been revised to provide a 10'-wide landscape strip along the rear property line of this development. In addition, they were proposing to install a 6' high wooden fence along the property line. He stated there was a 25'-wide planted buffer at the rear of the lots in Fairfield, which would ultimately provide a 35'-wide buffer between the two developments.

Mr. Wayne Roberts, a Peachtree City resident, asked about stormwater run-off. In light of the proximity to the Fairfield Subdivision, he wondered about the percentage of impervious surface and which direction the water would drain. Mr. Josh Bonner stated that, as currently drawn, 61 percent of the site was impervious surface. Mr. Ames thought it looked like it was more than 61 percent.

No one spoke in opposition to the proposed rezoning.

In response to a question from Dr. Schumacher about restricting dine-in restaurants, Mr. Josh Bonner stated that a take-out facility would be allowed, but a drive-thru would not.

Dr. Schumacher confirmed that it was clearly understood the plan presented was not an approved site plan.

The Chairman closed the public hearing at 8:20 p.m.

Dr. Schumacher was concerned about traffic from Wisdom Road that was currently using the acceleration lane to enter GA 74. Mr. Josh Bonner said they would be willing to look at making that area safer as a part of this development. Dr. Schumacher asked that, before the final site plan submittal, the Applicant talk to DOT regarding their requirements for a deceleration lane at the entrance to this property.

Mr. Saunders reviewed the Staff recommendations.

Mr. Bill Bonner asked whether both buildings would have to be constructed at the same time. Mr. Rast stated they would not, but they would have to appear as one cohesive development.

Mr. Ames said it would be important for the Applicant to provide an architectural rendering of the buildings with the site plan submittal. He also wondered how the setbacks would be affected by the access road.

There was some discussion about the orientation of the building, and the general consensus was that changing the layout so that the office/retail building would be on the north side of the property and the carpet showroom on the south side was a more sensible transition. Mr. Josh Bonner stated that they had no problem making a change in the layout of the buildings. He also noted that the carpet showroom generated fewer trips than a building that was purely office or retail.

There was also considerable discussion about the uses that would be allowed.

In general, the Commissioners agreed that restaurants should be included in the restricted tenants because of the building's proximity to the Fairfield Subdivision. Mr. Josh Bonner suggested that instead of restricting restaurants all together, a compromise might include a limitation on the size or number of take-out restaurants that would be permitted.

Mr. Payton stressed the importance of specifying times that would be acceptable for dumpster service. It was agreed that this would be addressed in the conditions of conceptual site plan approval.

In response to a question from Dr. Schumacher, Mr. Josh Bonner stated that although there had not been any further discussions with the residents of Fairfield, this plan addressed the concerns that were mentioned when they did meet with them.

Mr. Ames stated that he would be voting against this proposal because he felt it was inconsistent with the Land Use Plan and that it would set an unfavorable precedent. Dr. Schumacher agreed; he felt this would upset the long-range plan for this area. Mr. Saunders agreed with their reasoning, but he felt this was a reasonable transition for this corridor.

After discussion, a motion was made by Mr. Buckley and seconded by Mr. Payton that the proposed rezoning of the Leach Tract at 355 Highway 74 North from AR to LUC-19 be forwarded to City Council with a recommendation for approval with the following conditions:

1. *The proposed rezoning applies to the 2.35-acre Leach Tract only. The overall parcel must be developed as one, cohesive development.*
2. *The schematic site plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process.*
3. *The site must be developed so that the office/ retail building is adjacent to the Fulton Tract and the Dalton West building is adjacent to the Ergle Tract.*
4. *Permitted uses shall include the following:*
 - a. *Retail business involving the sale of merchandise on the premises.*
 - b. *Business involving the rendering of a personal service on the premises.*
 - c. *Office for governmental, business, professional, or general purposes.*
5. *Buildings on the site shall be limited as to types of use with the following uses being excluded:*
 - a. *Transportation facility or terminal.*
 - b. *Self-service storage facilities, i.e., mini-warehouses.*
 - c. *Adult bookstores.*
 - d. *Package stores.*
 - e. *Restaurants and any business involving the sale of food or beverage on the premises.*
 - f. *Gas stations.*

- g. Off-street auto parking facility.*
 - h. Massage parlors.*
 - i. Open yard for the sale, rental, and/or storage of materials or equipment, including junk or salvage materials.*
 - j. Convenience-type stores.*
- 6. The total square footage of all buildings located on the subject parcel must not exceed 19,000 SF. All building setbacks identified within the LUC Limited Use Commercial zoning guidelines must be adhered to, including the 75' rear building setback.*
 - 7. Parking on the site shall be limited to only that necessary to accommodate the proposed businesses. Dumpster, loading and service areas shall not be located within any building setback and shall be properly screened from view.*
 - 8. The site plan must be developed in accordance with a unified architectural concept that must be approved by the Planning Commission as a part of the conceptual site plan review process. In addition to an architectural concept, a complete landscape concept, a site lighting plan, and a sign program must be submitted to and approved by the Planning Commission at that time.*
 - 9. The architectural design of all buildings must be residential in character and must blend in with the scale and design of surrounding developments. All sides of each building must include architectural detailing and similar building materials. Additionally, no wall-packs or other external lighting sources will be permitted on the rear and sides of the building without Staff approval.*
 - 10. Lights must be directed away from the adjoining residential subdivision and placed on a timer. The level of illumination within all parking and service areas must not exceed 3 foot-candles.*
 - 11. The site plan must provide for a fully landscaped entrance off of GA 74, including substantial landscaping within the detention and buffer areas adjacent to GA 74. Additionally, the teardrop island within the site entrance must include landscaping rather than concrete.*
 - 12. The 10-foot wide landscaped area along the rear property line must be heavily landscaped to assist in providing a visual separation between the proposed development and the adjoining subdivision. All landscaped areas within the site, including the GA 74 right-of-way, must be irrigated.*
 - 13. The site plan will be limited to one right-in/ right-out access drive from GA 74. The Applicant must also agree to allow the adjoining property owners to connect to the access road along the rear property line.*
 - 14. The property must be connected to the sanitary sewer system, and the existing septic system must be removed.*
 - 15. All of the existing outbuildings on the site must be removed. In addition, all existing overhead utility lines that traverse the site must be relocated underground.*

The motion passed by a vote of 3 to 2 with Mr. Ames and Dr. Schumacher voting against it. The Applicant agreed to the conditions.

It was agreed that before the Planning Commission's recommendation was forwarded to City Council, Mr. Rast should meet with a member of the Commission to ensure all of their concerns were addressed in the conditions of approval.

ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

A motion was made by Dr. Schumacher, and seconded by Mr. Payton, to elect Mr. Ames Chairman of the Planning Commission for the term ending September 30, 2002. The motion passed by a vote of 4-0-1 with Mr. Ames abstaining from the vote.

A second motion was made by Mr. Ames and seconded by Mr. Buckley to elect Dr. Schumacher Vice-Chairman of the Planning Commission for the term ending September 30, 2002. The motion passed by a vote of 4-0-1 with Dr. Schumacher abstaining from the vote.

Dr. Schumacher felt that, especially because of the shortage of City Staff and the City Planner's workload, the Chairman should assign specific tasks to the Commissioners to lessen both the Chairman's and Staff's workload.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 9:46 p.m.

Robert Ames, Chairman

Attest: _____
Jennis Rice, Recording Secretary



Peachtree City

Georgia

TO: Mayor and Councilmembers

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

FROM: City Planner/ Zoning Administrator *David*

DATE: November 15, 2002

Re: **Stephens Tract rezoning request**
Overview of rezoning submittal

The Planning Commission held a Public Hearing on September 23, 2002 to discuss the Request for Rezoning for the Stephens Tract. At that time, a motion was made and unanimously adopted to forward this request to City Council with a recommendation that it be approved. A copy of the minutes of this Public Hearing are attached to this memorandum.

Following the Planning Commission meeting, Staff received a letter from Bob Adams Homes indicating he was concerned with the presumption that the project would be marketed to empty nesters (copy attached). He wanted to make it clear that he had not decided what type of product would be built within the subdivision.

Additionally, due to a variety of reasons, the information provided by the Board of Education as a part of the initial rezoning application was formulated on the notion that the subdivision would be an empty nester community. Also, the Mayor requested that Staff forward his Educational Impact Statement to the Board of Education, and the information provided appeared to be inaccurate.

Most importantly, Staff discovered shortly before the previous City Council meeting that we had neglected to properly advertise for the rezoning, as the subject parcel was not posted as required.

For these reasons, the Request for Rezoning for the Stephens Tract was reheard by the Planning Commission at their meeting on November 11. The Applicant provided additional information within his application; we received updated and accurate information from the Board of Education (attached); and Staff revised their Position Paper and recommendations based on previous input by the Planning Commission.

PH-02-06 Proposed Rezoning, Stephens Tract, Highway 74 South, GI to LUR and GC.

The Chairman opened the public hearing at 7:59 p.m.

Mr. Marvin Isenberg of Piedmont Properties, Inc., was in attendance to present the proposed rezoning of the 125.367-acre tract owned by Mrs. Cathryn Redwine Stephens. This parcel was located on GA 74 South immediately north of and adjoining the city's recycling facility and Rockaway Road. The purpose of the rezoning from its current designation of GI General Industrial to GC General Commercial and LUR Limited Use Residential was to develop a 124-lot single-family detached subdivision and a small retail center. Mr. Isenberg stated that he had contracted with Bob Adams Homes and another homebuilder to develop the 124 lots on approximately 37 acres of the site, and the development would be similar to the Lexington Park Subdivision. He added that approximately 80 acres of the tract would be donated to the City for use as a nature preserve with hiking trails, golf cart paths, etc.

Mr. Isenberg stated that although the realignment of Rockaway Road was included within GA DOT's plans for widening GA 74, the time frame for that realignment was unknown. Consequently, he was going to design and complete the realignment as a part of this development. He would then submit documentation to GA DOT in Thomaston for reimbursement of the wholesale cost of materials and labor. Mr. Isenberg indicated he would request that the City assist him in completing the paperwork that would need to be filed in order for him to be reimbursed, which would be the City's only expense with this project.

In addition, Mr. Isenberg stated that Georgia Power was in the process of enhancing several major transmission lines between Fairburn and south metro Atlanta and had agreed to realign the lines to go along the new alignment of Rockaway Road. Due to the fact that Rockaway Road would be realigned, Mr. Isenberg also indicated he would construct a new entrance to the Meade Field Softball Complex and the City's recycling center. Since he was donating a portion of his property as right-of-way to accommodate the relocation of Rockaway Road, Mr. Isenberg stated he would be approaching City Council and requesting that a portion of the existing right-of-way of Rockaway Road be donated to him for development.

In reference to Staff's recommended conditions of approval, Mr. Isenberg stated that this property was not within the flight pattern of Falcon Field. Mr. Jim Savage, the Airport

Manager, had sent a letter (attached) outlining the Airport Authority's concerns regarding this subdivision. Mr. Isenberg stated that this subdivision would be over two miles from the airport. He thought the noise would be minimal because of the size of the airport, the size of the planes, and the time of day they would be flying. Mr. Rast recommended that a statement relative to the subdivision's proximity to the airport be included on the final plat and within the restrictive covenants. He would consult the City Attorney to determine the exact language that should be used.

Mr. Andrew Bolton was in attendance to represent the airport. He stated that although there was a voluntary curfew for jets to land only during the day, there would be significant noise with jets and other planes approaching and landing at the airport. Mr. Bolton added that the Airport Authority did not oppose the rezoning; they just had concerns about how a residential development in that area would be affected by the anticipated future growth of the airport since FAA planned to double their operations by 2020. They wanted to be a good neighbor and ensure the citizens were aware of this information.

Mr. Rast presented the Staff position and stated that Staff had been working on this plan with Mr. Isenberg for over a year; and during that time, it had undergone many changes. Staff felt the result was a good plan with many benefits for both the subdivision and the City. He pointed to the realignment of Rockaway Road as one major advantage.

In addition, Mr. Rast noted that citizens had complained for many years about the safety of the transmission lines at Meade Field and their proximity to the fields. The fact that the developer was willing to relocate those lines off of the City's property was another plus for this development.

Mr. Rast felt the 80 acres of the overall site that would be donated to the City and the small amount of commercial development adjacent to GA 74 were further advantages to this proposal. It was also pointed out that Staff understood the homes proposed for this site would be marketed to "empty nesters" so the impact on the school system would be minimal.

Overall, the plan met the Land Use Plan, and the benefits to the City outweighed the negatives of putting residential development in this area. The Airport Authority had not taken a position on this rezoning, but they had expressed their concerns. Mr. Rast felt these concerns could be satisfied by a statement on the plats or in the covenants so that

prospective and future property owners would know they were buying property in close proximity to an airport.

In response to a question from Mr. Ames, Mr. Rast stated that the entrance to the recycling center would have to be reconfigured. Dr. Schumacher wondered what the cost to the City would be to take over the donated land. Mr. Rast stated that some maintenance would be involved in repairing the path, removing trees from the path, etc.; but he did not think the cost would be significant. The land would then be maintained as part of the City's routine path maintenance program.

In response to a question from Mr. Ames, Mr. Besseche stated that he felt this was a good plan; and it was a win-win situation for the City.

Dr. Schumacher and Mr. Saunders thought the Fayette County Board of Education should provide an updated letter about the impact this development would have on the schools. Mr. John Dufresne of Preston Circle said he could not speak for the School Board, but he knew they understood the growth patterns of the county and were looking ahead. It was his understanding that another elementary school, middle school, and a high school in the southern part of the county could possibly be used to ease overcrowding at the Starr's Mill complex.

For the record, Dr. Schumacher noted that the submitted drawing showed access off of Highway 74 into the commercial area. It was agreed that this access would be deleted.

After discussion, a motion was made by Dr. Schumacher, seconded by Mr. Buckley, and unanimously adopted that the proposed rezoning of the Stephens Tract to GC General Commercial and LUR Limited Use Residential be forwarded to City Council with a recommendation for approval subject to the following conditions:

1. The conceptual development plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process. The total number of residential lots must not exceed 124.
2. All internal streets must meet City standards for public streets.
3. All costs associated with the design and construction of Rockaway Road must be paid by the Applicant.
4. All costs associated with the relocation of the existing transmission lines adjacent to Rockaway Road must be paid by the Applicant.

5. All costs associated with the design and construction of the new entrance road into Meade Field Softball Complex and Recycling Center must be paid by the Applicant.
6. A 50'-wide City-owned greenbelt must be provided on either side of the new alignment of Rockaway Road. A landscape plan must be prepared and implemented in those areas where there is no vegetation or those areas underneath the new transmission line to provide a substantial buffer between the road and the adjoining subdivision.
7. Access to all commercial parcels will be limited to Rockaway Road. No access to these parcels will be permitted from GA 74.
8. The architectural style, building materials, and color selection of the commercial development must be similar to that of the Wilshire Pavilion retail development across GA 74.
9. The Applicant must construct a paved cart path in a similar manner as shown on the conceptual development plan.
10. A statement that addresses the proximity of the subdivision to the airport shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Airport Authority, and the developer. This statement shall appear on the final development plat and in the subdivision covenants.
11. The developer shall be responsible for paying the Braelinn impact fee in addition to the above additional project costs.
12. Before presentation to City Council, the Applicant must obtain an updated letter from the Fayette County School Board relative to the impact the proposed subdivision would have on the school population.

The Applicant agreed to the conditions.



BOB ADAMS

H O M E S

October 4, 2002

David E. Rast, ASLA
Peachtree City Land Planner
151 Willowbend Drive
Peachtree City, GA 30269

Dear David,

I know you're aware that we have the Isenberg parcel at the corner of Rockaway Road and State Hwy. 74 in Peachtree City under contract. It has come to my attention through news articles that the City may be under the impression that Bob Adams Homes is going to be building empty-nester product on that property. This may not be the case. I have never been asked that question. I think people have presumed that that's what we'll be building because we normally do. That is not a given for this piece of property. I wouldn't want the City to think I misled them in any way by my silence. Our intentions are to build what the market calls for in that area, which is yet to be decided by Bob Adams Homes.

Sincerely yours,

Bob Adams

Educational Impact Statement

Please use the following worksheet so that the Planning Commission and the City Council can properly evaluate the applicant's request in relation to its impact on the school system.

As our citizens have a great appreciation of the quality of education offered in our city, we ask that you take the time necessary to answer all questions on this worksheet.

Subject of application STEPHENS TRACT ON ROCKAWAY ROAD/GA. HWY. 74

1. Number of students allowed under current zoning of property 0

2. Number of additional students generated by applicant's request 123

3. What schools would the new children most likely attend? (below)

3 (A). Elementary PEEPLS

Total student capacity of the school (minus trailers)? 657

Total current school enrollment on site? 763

How many trailers are on the school site? 0

What is the currently proposed number of students that would be generated from the other non-developed land in this district? ?

Would the additional students created by the applicant's request burden the physical plant of the school beyond its normal functioning capacity? NO

Would the additional students created by the applicant's request create the need for new or expanded facilities at this school? YES

What is the total cost (Question # 2) to the school system and the taxpayers for the new students in this elementary school? 518,591.16

REVISED-REC'D: 11-07-02

3 (B). Middle RISING STARR

Total student capacity of the school (minus trailers)?	<u>989</u>
Total current school enrollment on site?	<u>1187</u>
How many trailers are on the school site?	<u>16</u>
What is the currently proposed number of students that would be generated from the other non-developed land in this district?	<u>?</u>
Would the additional students created by the applicant's request burden the physical plant of the school beyond its <u>normal</u> functioning capacity?	<u>NO</u>
Would the additional students created by the applicant's request create the need for new or expanded facilities at this school?	<u>YES</u>
What is the total cost (Question # 2) to the school system and the taxpayers for the new students in this middle school?	<u>134,449.56</u>

3 (C). High School STARR'S MILL

Total student capacity of the school (minus trailers)?	<u>1725</u>
Total current school enrollment on site?	<u>1862</u>
How many trailers are on the school site?	<u>7</u>
What is the currently proposed number of students that would be generated from the other non-developed land in this district?	<u>?</u>
Would the additional students created by the applicant's request burden the physical plant of the school beyond its <u>normal</u> functioning capacity?	<u>NO</u>
Would the additional students created by the applicant's request create the need for new or expanded facilities at this school?	<u>YES</u>
What is the total cost (Question # 2) to the school system and the taxpayers for the new students in this high school?	<u>134,449.56</u>

4. What is the total financial impact to the school system and the taxpayers for new or expanded facilities and enrollment of the elementary, middle and high schools students (Question # 2)? 787,490.28

If new or expanded facilities are needed, please explain:

ADDITIONAL TRAILERS MAY BE NEEDED AT EACH SITE.

POSITION PAPER

Proposed Rezoning: Stephens Tract, GA Highway 74 South
City Planner/ Zoning Administrator
November 15, 2002

David

Situation:

Mrs. Cathryn Redwine Stephens owns the property on GA 74 South immediately north of and adjoining the city's recycling facility and Rockaway Road. Piedmont Properties, Inc., desires to rezone the 125.367-acre tract from its current designation of GI General Industrial to GC General Commercial and LUR Limited Use Residential. The purpose of the rezoning is to develop a 124-lot single-family detached subdivision and a small retail center. Because the property is not currently zoned for this type of development, the Applicant is requesting that it be rezoned to an appropriate classification. A copy of the application is included as Attachment "A".

Facts:

1. The tract is 125.367 acres in area and is currently zoned GI General Industrial. The property owner, Mrs. Cathryn Redwine Stephens, has owned the property for many years.
2. The property adjoins the floodplain associated with Flat Creek to the north, which is zoned GI General Industrial; a similar floodplain in Coweta County to the west, which is zoned AG Agricultural; and the City's recycling center and Meade Field Softball Complex to the south, which are zoned GI General Industrial.
3. The recent update to the Land Use Plan recommended that the property be developed as single-family cluster residential.
4. The Applicant has provided a conceptual development plan for the overall tract, which identifies a retail and commercial component, a 124-lot subdivision, the realignment of Rockaway Road, the relocation of the existing transmission lines, a new entrance into the Meade Field Softball Complex, a new entrance into the City's recycling center and approximately 80 acres of floodplain (Attachment "B").
5. The Applicant is requesting that 6.196 acres of the overall tract be rezoned to GC General Commercial to accommodate a small retail center and other commercial uses.
6. The Applicant is requesting that 37.263 acres of the overall tract be rezoned to accommodate a 124-lot single-family detached subdivision. The Applicant has entered into a contract with Bob Adams Homes to develop 88 of the 124 lots (Attachment "C"). At present, Bob Adams Homes has not determined if the homes will be marketed to empty nesters or single-family residential.

Proposed Rezoning: Stephens Tract

November 15, 2002

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7. The Applicant has indicated his willingness to donate to the City at no cost 79.173 acres of the existing floodplain and 2.735 acres of right-of-way to accommodate the realignment of Rockaway Road. In addition, the Applicant will construct a new access road to Meade Field and a new entrance to the recycling center at no cost to the City.
8. The Applicant will pay all costs associated with the design and relocation of Rockaway Road, all costs associated with the design and relocation of the existing transmission lines adjacent to Rockaway Road, all costs associated with the design and construction of the new access road to Meade Field, and all costs associated with the design and construction of a new entrance into the City's recycling center.
9. The Applicant has indicated he will request that the City deed to him approximately 750' of the existing right-of-way of Rockaway Road to accommodate a portion of the subdivision south of the new Rockaway Road.
10. The average lot size within the subdivision will be 6,000 SF, and the lots will vary in width from 60-70'. This lot size is consistent with other single-family cluster subdivisions within the City.
11. At their meeting on November 11, 2002, the Planning Commission voted unanimously to recommend approval of the proposed rezoning with the following conditions (Attachment "D"):
 - (a) *The conceptual development plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process. There shall be no more than 124 residential lots within the overall subdivision.*
 - (b) *All internal streets must meet City standards for public streets.*
 - (c) *All costs associated with the design and construction of Rockaway Road must be paid by the Applicant.*
 - (d) *All costs associated with the relocation of the existing transmission lines adjacent to Rockaway Road must be paid by the Applicant.*
 - (e) *All costs associated with the design and construction of the new entrance road into Meade Field Softball Complex and the new entrance to the recycling center must be paid by the Applicant.*
 - (f) *A 50'-wide City-owned greenbelt must be provided on either side of the new alignment of Rockaway Road. A landscape plan must be prepared and implemented in those areas where there is no vegetation or those areas*

Proposed Rezoning: Stephens Tract

November 15, 2002

Page 3

underneath the new transmission line to provide a substantial buffer between the road and the adjoining subdivision.

- (g) Vehicular access to the commercial parcels will be limited to Rockaway Road and one right-in/ right-out driveway from GA Highway 74. No access to the residential subdivision shall be permitted from Highway GA 74.*
- (h) The architectural style, building materials and color selection of the commercial development must be similar to that of the Wilshire Pavilion retail development across GA 74.*
- (i) The Applicant must construct a paved cart path in a similar manner as shown on the conceptual development plan.*
- (j) A statement that addresses the proximity of the subdivision to the Falcon Field Airport must be included on the final plat and within the Deed Covenants of the subdivision. The intent of this statement shall be to notify prospective purchasers of real estate that the subdivision is within the flight pattern of Falcon Field.*
- (k) The developer shall be responsible for paying the Braelinn impact fee in addition to the above additional project costs.*

12. The Applicant agreed to these conditions.

Recommendation:

The proposed rezoning is consistent with the recent update to the City's Land Use Plan. Additionally, the Applicant will be donating approximately 65% of the overall tract to the City as open space; paying all costs associated with the design and construction of the realignment of Rockaway Road, new entrances to the Meade Field Softball Complex and the Recycling Center; and paying all costs associated with relocating the existing transmission lines in the area. The rezoning and subsequent development appears to be a "win-win" situation for both the developer and the City.

City Staff recommends that the proposed rezoning be approved to LUR Limited Use Residential and GC General Commercial as recommended by the Planning Commission. In addition, Staff recommends that appropriate language be adopted when the open space is dedicated to the City that conforms to the guidelines of the Governor's Greenspace program.

Attachments "A" – "D"

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:

APPROXIMATELY 123.9 ACRES LYING IN LANDLOTS 29 AND 30, lies
6th DISTRICT, FAYETTE COUNTY, GEORGIA, SUBJECT PROPERTY ON
GA. HWY. 74 AND BOTH SIDES OF ROCKAWAY ROAD,

This property is presently zoned: INDUSTRIAL,

The proposed zoning classification is: GC AND LUR,

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

Signature: Marvin S. Isenberg

Owner: (print) CATHRYN REDWINE STEPHENS

Agent: (print) MARVIN S. ISENBERG

Address: 8097 RASWELL RD., BLDG. A, SUITE 101, ATLANTA, GA. 30350

Phone: (770) 595-6336; (770) 399-9959 Date: _____

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

Signature: David E. Rant

Title: Zoning Administrator

Date: August 30, 2002

Request Number: 2002-03

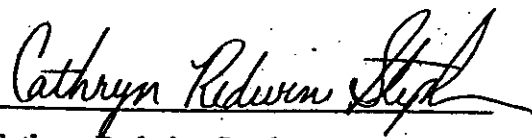
Date of Planning Commission Public Hearing: September 23, 2002

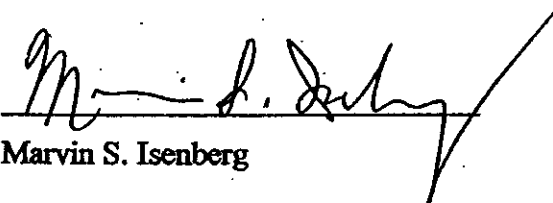
Date of City Council Public Hearing: October 17, 2002

AGREEMENT

This Agreement entered into this 16th day of October, 2001, between Cathryn Redwine Stephens and Marvin S. Isenberg as an individual and in his capacity as President of Piedmont Properties, Inc., and Palisades Realty, Inc.

Cathryn Redwine Stephens as owner of that certain tract of land of 125 acres more or less located in District 6, Land Lots #29 and #30, in Fayette County, Georgia, at the intersection of Georgia Highway #74 and Rockaway Road does hereby authorize Marvin S. Isenberg, Piedmont Properties, Inc., and Palisades Realty, Inc., to act on her behalf in the effort to rezone and develop said property and to negotiate with any future potential tenants and builders interested in either leasing or building on said property.


Cathryn Redwine Stephens


Marvin S. Isenberg

OK
10/15/01

LEGAL DESCRIPTION

TRACT 1

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

BEGINNING at an axle at the northwest corner of Land Lot 30; THENCE North 86 degrees 17 minutes 37 seconds East a distance of 661.55 feet to a nail in the top of a fence post; THENCE North 00 degrees 36 minutes 14 seconds East a distance of 673.25 feet to a 1/2" rebar on the southerly right-of-way of State Route No. 74 (100' right-of-way); THENCE along said southerly right-of-way the following courses and distances: North 76 degrees 32 minutes 17 seconds East a distance of 271.39 feet to a point on a curve; THENCE along a curve to the right having a radius of 2,369.98 feet a delta of 08 degrees 44 minutes 38.7 seconds, an arc length 361.69 feet and a chord which bears North 80 degrees 32 minutes 40 seconds East having a chord distance of 361.34 feet to a point on a line; THENCE North 85 degrees 21 minutes 28 seconds East a distance of 951.45 feet to a 5/8" rebar; THENCE leaving State Route No. 74 South 00 degrees 36 minutes 28 seconds West a distance of 711.27 feet to a 1" pipe on the northwesterly right-of-way of Rockaway Road (right-of-way varies); THENCE along said right-of-way the following courses and distances: along a curve to the right having a radius of 31,642.26 feet a delta of 00 degrees 52 minutes 45.8 seconds, an arc length 485.66 feet and a chord which bears South 36 degrees 38 minutes 13 seconds West having a chord distance of 485.65 feet to a point on a line; THENCE South 37 degrees 14 minutes 32 seconds West a distance of 364.75 feet to a 5/8" rebar; THENCE North 52 degrees 33 minutes 58 seconds West a distance of 30.00 feet to a concrete right-of-way monument; THENCE South 37 degrees 26 minutes 02 seconds West a distance of 749.44 feet to a concrete right-of-way monument; THENCE North 52 degrees 36 minutes 52 seconds West a distance of 199.74 feet to a concrete right-of-way monument; THENCE South 37 degrees 20 minutes 29 seconds West a distance of 199.93 feet to a concrete right-of-way monument; THENCE South 38 degrees 25 minutes 23 seconds East a distance of 205.76 feet to a concrete right-of-way monument; THENCE South 37 degrees 26 minutes 02 seconds West a distance of 178.96 feet to a point in the centerline of Line Creek; THENCE along the centerline of Line Creek the following courses and distances: North 85 degrees 00 minutes 55 seconds West a distance of 5.56 feet to a point; THENCE North 54 degrees 29 minutes 43 seconds West a distance of 66.94 feet to a point; THENCE North 41 degrees 02 minutes 47 seconds West a distance of 60.24 feet to a point; THENCE North 38 degrees 45 minutes 59 seconds West a distance of 21.61 feet to a point; THENCE South 48 degrees 09 minutes 40 seconds West a distance of 66.62 feet to a point; THENCE South 53 degrees 54 minutes 36 seconds West a distance of 50.27 feet to a point; THENCE South 72 degrees 27 minutes 47 seconds West a distance of 58.71 feet to a point; THENCE South 73 degrees 59 minutes 36 seconds West a distance of 77.02 feet to a point; THENCE South 65 degrees 53 minutes 26 seconds West a distance of 46.12 feet to a point; THENCE South 78 degrees 45 minutes 27 seconds West a distance of 51.92 feet to a point; THENCE South 39 degrees 25 minutes 55 seconds West a distance of 43.13 feet to a point; THENCE South 03

degrees 40 minutes 30 seconds West a distance of 57.90 feet to a point; THENCE South 46 degrees 17 minutes 52 seconds West a distance of 25.95 feet to a point; THENCE South 33 degrees 57 minutes 01 seconds West a distance of 79.99 feet to a point; THENCE South 11 degrees 25 minutes 49 seconds East a distance of 68.76 feet to a point; THENCE South 60 degrees 32 minutes 19 seconds East a distance of 65.09 feet to a point; THENCE South 23 degrees 28 minutes 49 seconds East a distance of 45.96 feet to a point; THENCE South 06 degrees 03 minutes 02 seconds West a distance of 155.86 feet to a point; THENCE South 27 degrees 13 minutes 12 seconds West a distance of 22.87 feet to a point; THENCE South 69 degrees 47 minutes 20 seconds West a distance of 75.16 feet to a point; THENCE South 52 degrees 34 minutes 14 seconds West a distance of 58.63 feet to a point; THENCE South 41 degrees 07 minutes 19 seconds West a distance of 54.77 feet to a point; THENCE South 11 degrees 40 minutes 53 seconds West a distance of 68.45 feet to a point; THENCE South 21 degrees 56 minutes 07 seconds West a distance of 62.75 feet to a point; THENCE South 47 degrees 53 minutes 20 seconds West a distance of 86.87 feet to a point; THENCE South 74 degrees 36 minutes 11 seconds West a distance of 96.80 feet to a point; THENCE South 87 degrees 44 minutes 05 seconds West a distance of 75.78 feet to a point; THENCE North 74 degrees 05 minutes 28 seconds West a distance of 120.65 feet to the point of intersection of the centerline of Line Creek with the west line of Land Lot 30; THENCE along said land lot line North 00 degrees 33 minutes 31 seconds East a distance of 2,208.28 feet to the POINT OF BEGINNING, and containing 87.074 acre(s) of land, more or less.

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

BEGINNING at a point on the southeasterly right-of-way of Rockaway Road (right-of-way varies) at the centerline of Line Creek; THENCE along the southeasterly right-of-way of Rockaway Road the following courses and distances: North 37 degrees 26 minutes 02 seconds East a distance of 1,060.33 feet to a concrete right-of-way monument; THENCE North 52 degrees 33 minutes 58 seconds West a distance of 35.00 feet to a 5/8" rebar; THENCE North 37 degrees 14 minutes 32 seconds East a distance of 364.62 feet to a point on a curve; THENCE along a curve to the left having a radius of 31,722.26 feet a delta of 00 degrees 40 minutes 33.4 seconds, an arc length 374.24 feet and a chord which bears North 36 degrees 49 minutes 41 seconds East having a chord distance of 374.23 feet to a 1" pipe; THENCE leaving said right-of-way South 00 degrees 37 minutes 53 seconds West a distance of 2,842.41 feet to a 1" pipe on the south line of Land Lot 30; THENCE along said Land Lot line North 89 degrees 20 minutes 04 seconds West a distance of 792.14 feet to a point in the centerline of Line Creek; THENCE along the centerline of Line Creek the following courses and distances: North 01 degrees 54 minutes 44 seconds East a distance of 43.19 feet to a point; THENCE North 09 degrees 04 minutes 50 seconds East a distance of 272.94 feet to a point; THENCE North 08 degrees 54 minutes 14 seconds East a distance of 103.24 feet to a point; THENCE North 16 degrees 14 minutes 41 seconds East a distance of 95.33 feet to a point; THENCE North 29 degrees 22 minutes 14 seconds East a distance of 392.53 feet to a point; THENCE North 01 degrees 15 minutes 03 seconds East a distance of 152.68 feet to a point; THENCE North 13 degrees 24 minutes 12 seconds East a distance of 205.86 feet to a point; THENCE North 01 degrees 57 minutes 34 seconds West a distance of 98.50 feet to a point; THENCE North 42 degrees 04 minutes 00 seconds West a distance of 31.76 feet to a point; THENCE North 38 degrees 37 minutes 58 seconds West a distance of 44.77 feet to a point; THENCE North 56 degrees 48 minutes 05 seconds West a distance of 105.20 feet to a point; THENCE North 85 degrees 30 minutes 34 seconds West a distance of 73.80 feet to a point; THENCE South 83 degrees 36 minutes 09 seconds West a distance of 41.04 feet to a point; THENCE South 01 degrees 59 minutes 02 seconds East a distance of 86.90 feet to a point; THENCE South 03 degrees 44 minutes 20 seconds East a distance of 40.07 feet to a point; THENCE South 13 degrees 41 minutes 20 seconds West a distance of 33.14 feet to a point; THENCE North 66 degrees 36 minutes 57 seconds West a distance of 73.35 feet to a point; THENCE North 28 degrees 02 minutes 48 seconds West a distance of 35.77 feet to a point; THENCE North 54 degrees 11 minutes 53 seconds West a distance of 57.14 feet to a point; THENCE North 54 degrees 51 minutes 27 seconds West a distance of 136.78 feet to a point; THENCE South 53 degrees 49 minutes 49 seconds West a distance of 86.09 feet to the POINT OF BEGINNING, and containing 36.831 acre(s) of land, more or less.

November 7, 2002

Mr. David E. Rast, ASLA
City of Peachtree City
151 Willowbend Road
Peachtree City, GA

Re: **Stephens Tract Rezoning**
Letter of Intent

Dear David:

This Letter of Intent is written on behalf of M.S. Investments, LLC for the purpose of describing the proposed development of 125.367-acres at the intersection of GA Highway 74 and Rockaway Road. This property is currently owned by Kathryn Redwine Stephens and presently under contract to M.S. Investments, LLC.

The development will consist of one hundred and twenty four (124) single-family residential lots and approximately six (6) acres of commercial land that will be developed when the intersection of Holly Grove Road and Rockaway Road is created by the realignment of Rockaway Road through Mrs. Stephens and M.S.II Investments, LLC.

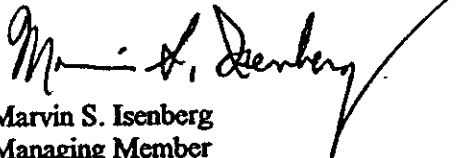
Enclosed with this Letter of Intent is a copy of the letter received from the Georgia Department of Transportation agreeing to the proposed realignment. In addition, it has been agreed that the City of Peachtree City to abandon the existing right-of-way of Rockaway Road that presently lies within the boundaries of Mrs. Stephens' property, and deed same in exchange for the new Rockaway Road right-of-way.

Furthermore, an agreement has been reached with the Georgia Power to move the existing transmission lines adjacent to Rockaway Road to the new right-of-way that will be along the new, realigned Rockaway Road.

It is our intent to donate approximately 80-acres of wetlands and flood plain to the City of Peachtree City for a nature preserve as shown on our site plan. In addition, there will be access points from the subdivision and commercial area to the adjacent soccer and baseball fields as well as the nature preserve itself.

A contract has been signed with Bob Adams Homes to build single-family unattached homes on the one hundred and twenty four (124) residential lots shown on our site plan. Although the size of the residential lots will vary, it is the intent that each lot will contain a minimum 50' by 40' building pad, 5' side setbacks and 15' separation between homes. These homes will be "market driven" and contain a mixture of single-family residential and empty nesters. Covenants and Restrictions will be in existence prior to final plat approval.

Yours truly,



Marvin S. Isenberg
Managing Member
M.S. II Investments, LLC

1. Introduction

The tract of land for which we are requesting rezoning is located in the city limits of Peachtree City. The property is located on the northeast corner of the intersection of Rockaway Road and GA. Highway 74. Peachtree City currently has this parcel zoned GI for industrial use.

The 125.367-acre tract is bordered on the north by the Publix anchored shopping center which is zoned GC; to the east by the Meade Field Softball Complex, which is owned by the City of Peachtree City and zoned GI; to the south by a vacant parcel (floodplain) within Coweta County which is zoned AG; and to the west by the floodplain of Flat Creek, which is owned by the City and zoned GI.

2. Proposed Zoning

The proposed zoning for the 125.367-acre tract is LUR and GC. The current zoning is GI with the surrounding zonings ranging from GI to the north, east and west and AG to the south.

Reasons why this parcel should be LUR and GC zoning classifications:

1. In order to maximize green space and have a network of golf cart paths and nature trails, the LUR classification allows more flexibility to achieve this goal. Approximately 80 acres of the overall tract will be donated to the City of Peachtree City as greenbelt/ nature preserve.
2. The LUR and commercial classifications will help offset the costs incurred in moving the transmission lines and, most importantly, realigning Rockaway Road so that it forms a safe intersection with GA 74 at the existing traffic signal on GA Highway 74 at Holly Grove Road.
3. The 124 lots under the LUR classification disturbs less land, is a 50% reduction of lots from the site plan originally submitted, and works out to be a density of less than 1 unit per acre based upon the entire 125.367-acre.
4. There would be a single entrance to the proposed development at the existing traffic light on GA Highway 74. The entrance into the Meade Field Softball Complex would be relocated to the realigned Rockaway Road and would separate the proposed commercial area from the residential subdivision. Additionally, the existing entrance to the Peachtree City Recycling Center would be relocated.

3. Existing Land

The 125.367-acre tract consists of approximately 80 acres of floodplain and wetlands and approximately 43.5 acres of developable land, which for the most part is void of vegetation.

4. The Plan

The main access to the commercial and residential portion of the development will be from the realigned Rockaway Road. In addition, a single right-in/ right-out drive will provide vehicular access to one commercial parcel. No vehicular access will be provided to the residential subdivision from GA Highway 74.

The proposed 124-lot subdivision would be zoned LUR with the density of 1 unit per acre based upon the total tract of 125.367-acres. We propose having a minimum lot size of 6,000 sq. ft. and a minimum width of 60 to 70 ft. wide.

The projected housing prices would start around \$250,000.00.

The commercial development will consist of approximately 6.2 acres of retail use and could possibly contain a bank, small retail center, etc.

5. Public Facilities

Emergency Services:

Fire Station #83 is located at 450 Peachtree Parkway and is approximately three miles from the site. This station would provide primary response for the development.

Utilities:

This site is in the service area of Peachtree City Water & Sewerage Authority, the Fayette County Water System, Coweta-Fayette EMC, and Atlanta Natural Gas.

Tax Base:

The tax revenues for this subdivision would be created by the 124 homes, with a projected average value of \$275,000. A \$275,000 average value x 40% assessed x 34.65 mills x 124 homes = \$472,626.00 per year in collected taxes.

Additional tax revenue would be generated by the commercial development. An anticipated value of \$16,500,000 x 40% assessed x 4.06 mills = \$26,796 per year in collected taxes.

Education:

The Fayette County Board of Education has indicated that the Starr's Mill School Complex (Peeples Elementary, Rising Starr Middle School and Starr's Mill High School) would serve the subdivision. In an effort to provide accurate numbers pertaining to the projected impact this subdivision would have on the Starr's Mill school complex, the Board of Education assumed that one-half of the homes would be occupied by empty-nesters and the other half would be occupied by single-family residential. The Board of Education has also indicated that additional elementary, middle and high schools currently under construction will require re-districting, which would alleviate overcrowding within this complex.

Environment:

Erosion and water quality control features, as well as any necessary detention facilities will be installed as required by city ordinances to preserve the quality of the existing environment. These facilities will be submitted as a part of the normal engineering and construction plan approval process.

Implementation:

Rockaway Road Partners, LLC will be the Developer of this property. Infrastructure is projected to commence in 2003 with housing under construction in late 2003.

30269

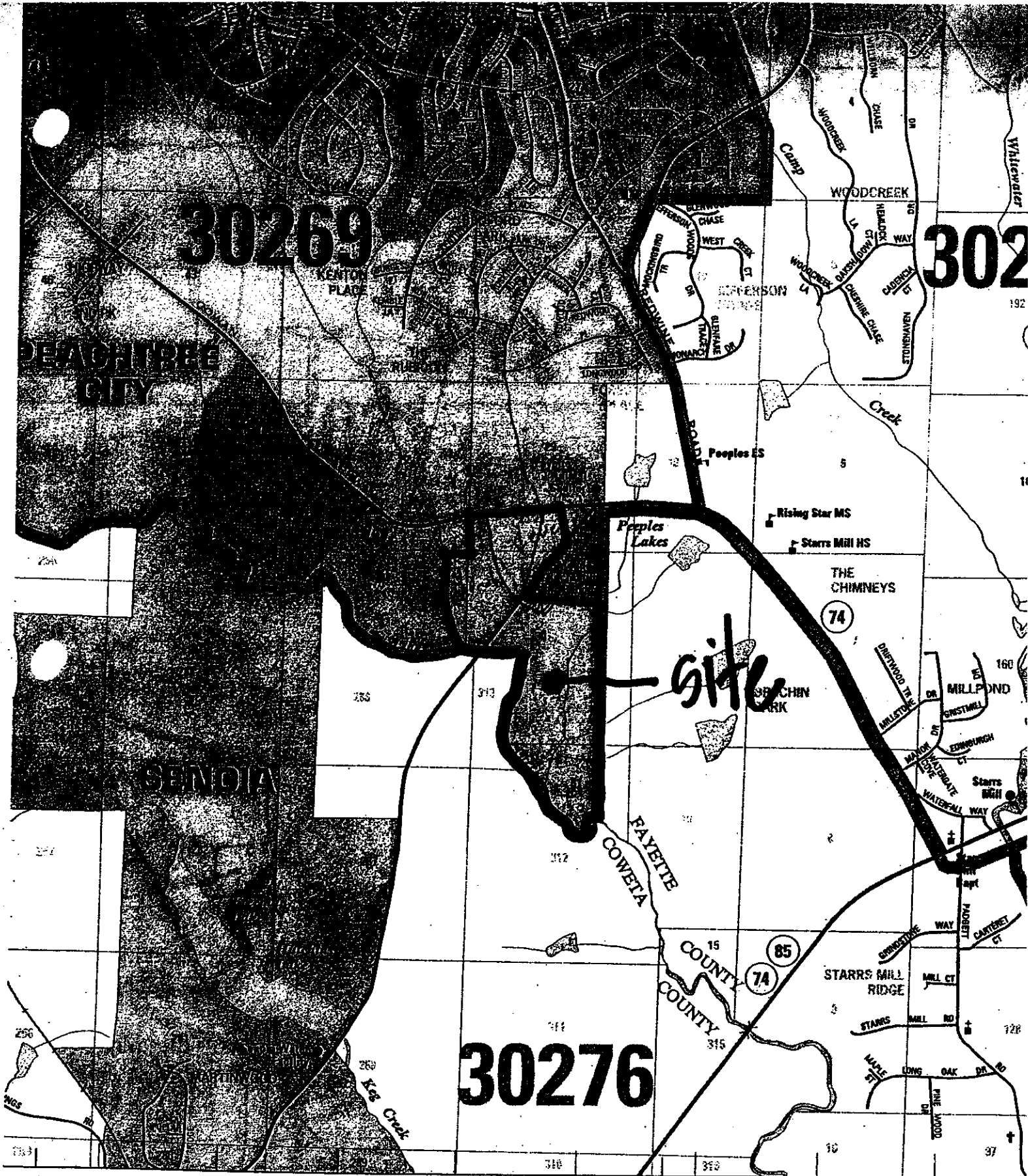
302

DEACHTREE CITY

SENDIA

30276

site



15' 0 FT B 84°33'00" C D 84°32'15" E Joins Map 1257 84°31'30" F 84°30'45" G H J OAL

Attachment "A"

100 00002

Coweta-Fayette
Electric Membership Corporation
Post Office Box 488
Newnan, Georgia 30264

Telephone 770-502-0226
Facsimile 770-251-9788
<http://www.utility.org>

September 21, 2001



Ms. Laura Hart
Lowe & Associates, Inc.
1395 S. Marietta Parkway
Building 400, Suite 200
Marietta, Georgia 30067

RE: Electric Availability for the Stephens Tract Project

Dear Ms. Hart:

Please be advised that electric service is available for the following parcels on the Stephens Tract Project in Peachtree City at Land Lots 29 and 30 in the 6th District in Fayette County: Parcel 1; Parcel 2; Parcel 3 - Lots 1-7, 58, and 59; and Parcel 5. Georgia Power Company territorial boundaries contain the remaining portions of Parcel 3, Parcel 4, and Parcel 6. If you have any questions, please feel free to contact our Engineering Department at (770) 502-0226.

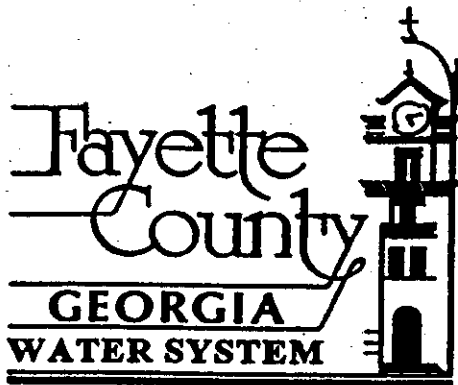
Sincerely,

A handwritten signature in cursive script, appearing to read "Jimmy Adams".
Jimmy Adams
Major Account Coordinator

Attachment "A"
Page 11 of 15

A Touchstone Energy Partner The logo for Touchstone Energy, featuring a stylized sunburst or starburst graphic.

Officers Thomas C. Parker, Chairman F. S. Lipford, Vice Chairman Elwood Thompson, Secretary-Treasurer Michael C. Whiteside, President & CEO
Directors W. L. Clements, W. E. Farr, Alice J. Mallory, J. Neal Shepard, Jr., K. M. Spaller, Mildred A. Winkles



Tony V. Parrott, Director

August 11, 2001

Lowe and Associates
Laura Hart
1395 S. Marietta Parkway
Building 400 suite 200
Marietta Georgia 30067

Dear Ms. Hart:

The Fayette County Water System has water available to serve the Stephens Tract Highway 74, Peachtree City. The Water System has two water lines in permanent easements along Highway 74. Any relocation of these water lines would be at the developer's expense.

If you need additional information, please call me at 770-460-1146 ext. 6101.

Sincerely,

Tony V. Parrott
Director

cc: Water Committee

Attachment "A"
Page 12 of 15



Atlanta Gas Light Company

P.O. Box 698
Newnan, GA 30263

September 19, 2001

Ms. Laura Hart
Lowe & Associates, Inc.
Bldg. 400 - Suite 200
1395 S. Marietta Parkway
Marietta, GA 30067

Re: State Route 74 and Rockaway Road
Peachtree City, Fayette County, Georgia

Dear Ms. Hart,

This letter will serve to certify that according to the drawings received natural gas is available at the proposed location for your L/A Project # 744 at State Route 74 and Rockaway Road in Peachtree City, Fayette County, Georgia.

Natural gas service may be made available and all main and service extensions will be made at the time of construction in accordance with the Rules and Regulations of Atlanta Gas Light Company as are on file with the Georgia Public Service Commission in Atlanta, Georgia.

Should you need anything further, please contact me at (770) 253-2752, ext. 109.

Sincerely,

H. DeWayne Taylor, Distribution Supervisor
Newnan-Griffin Service Area



BellSouth Telecommunications, Inc.
Network Engineering
485 Oak Place
336
Atlanta, GA 30349

September 19, 2001

Ms. Laura Hart
Lowes & Associates, Inc.
1395 S Marietta St
Marietta, Georgia 30067

Dear Ms. Hart:

Please be advised with this letter that BellSouth Corporation no longer provides letters of availability of telecommunications service. As a publicly regulated entity in the State of Georgia, BellSouth is required to provide basic telecommunications service to any and all customers requesting service. Therefore, individual letters regarding service provisioning to individual properties are no longer necessary.

Please keep this letter on file for future reference. It may be provided to lending institutions that continue to request such letters.

Sincerely,

A handwritten signature in dark ink, appearing to read "Harold McDonell", written over a horizontal line.

Harold McDonell
Area Manager Engineering - South Division

FAYETTE COUNTY BOARD OF EDUCATION



210 STONEWALL AVENUE WEST
P.O. BOX 879
FAYETTEVILLE, GEORGIA 30214-0879
PHONE: (770) 460-3535
FAX: (770) 460-8191

"Where Excellence Counts"
November 7, 2002

BOARD MEMBERS:
MICKEY LITTLEFIELD, CHAIR
GREG POWERS, VICE-CHAIR
MARION KEY
TERRI SMITH
JANET SMOLA

DR. JOHN D. DECOTIS, EdD
SUPERINTENDENT

David E. Rast, ASLA
City Planner
151 Willowbend Road
Peachtree City, Georgia 30269

Subject: Stephens Tract, request to rezone 123.9 acre tract at the intersection of GA 74 and Rockaway Road from GR General Residential with 196 lots to 124 lots with one half of the homes being marketed to "Empty Nesters" and one half to regular single family housing units.

The Fayette County Board of Education Facilities Planning Division has reviewed the above listed request for rezoning and is providing the information listed below.

If this application is approved, school system data shows it will impact the schools listed below as follows:

School	Facility Capacity	Current Enrollment	Building lots now available	This rezoning will increase Students by	Trailers currently on site
Peoples Elementary	657	763	679	81	0
Rising Starr Middle	989	1187	733	21	16
Starr's Mill High	1725	1862	947	21	7

The Fayette County Board of Education expends an average of \$6,402.36 annually educating each student in the system, not including construction cost. If this application is approved it will result in an additional cost of **\$787,490.28** to the school system. Previous rezoning requests for this attendance area will result in an additional cost to the Fayette County School System of:

Elementary School Students	679	\$4,347,202.44
Middle School Students	183	\$1,171,631.88
High School Students	237	\$1,517,359.32
This rezoning request will add	<u>123</u>	<u>\$ 787,490.28</u>
	1222	

Total additional funds needed for this district only **\$7,823,683.92**

I hope this information will be beneficial in your deliberations for this rezoning request and I ask that you notify me of the decision on this zoning request.

Sincerely,

A handwritten signature in cursive script, reading "John D. DeCotis".

Dr. John D. DeCotis

Attachment "A"
Page 15 of 15

LOT/LAND PURCHASE AND SALE AGREEMENT



2002 Printing

Date: August 9, 20 02

1. **Purchase and Sale.** The undersigned buyer ("Buyer") agrees to buy and the undersigned seller ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land lying and being in Land Lot _____ of the _____ District, _____ Section of Fayette County, Georgia, and being known as Address _____ (See Exhibit C) City Peachtree City Zip Code 30269, according to the present system of numbering in and around this area, being more particularly described as Lot _____ Block _____ Unit _____ Phase/Section _____ of _____ subdivision as recorded in Plat Book _____ Page Fayette County, Georgia, records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Agreement by reference.

2. **Purchase Price.** Buyer warrants that Buyer will have sufficient cash at closing, which when combined with the loan(s), if any, referenced herein, will allow Buyer to complete the purchase of the Property. Buyer does not need to sell or lease other real property in order to complete the purchase of the Property. The purchase price of the Property to be paid by Buyer at closing is:

[Select one. The other is not a part of this Agreement.]:

A. ☒ See Special Stipulations U.S. Dollars, \$ _____
OR

B. ☐ shall have a survey made of the Property by a registered Georgia Surveyor; if said survey is not mutually acceptable, the parties agree to resolve that issue in accordance with the provisions of the "Survey Resolution Exhibit" attached and made a part hereof by reference thereto. The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-hundredth of an acre determined by survey, by \$ _____ per acre.

3. **Method of Payment.** The purchase price of the Property shall be paid by the buyer at closing subject to the following:

[Select sections A, B, C, and/or D below. The sections not marked are not a part of this Agreement]:

☐ A. All Cash At Closing: At closing, Buyer shall pay the purchase price to Seller in cash, or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Buyer shall pay all closing costs.

☐ B. Loan To Be Assumed, see Exhibit "_____".

☒ C. New Loan To Be Obtained: This Agreement is made conditioned upon Buyer's ability to obtain a loan (except if the loan is denied because of Buyer's lack of sufficient cash to close excluding the amount of the loan and/or because Buyer has not sold or leased other real property) in the principal amount of 90 % of the purchase price listed above, with an interest rate at par of not more than _____ % per annum on the unpaid balance, to be secured by a first lien security deed on the Property; the loan to be paid in consecutive monthly installments of principal and interest over a term of not less than years. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. The loan shall be of the type selected below. [The sections not marked are not a part of this Agreement.]

(1) Loan Type: ☐ Conventional; ☐ FHA (see attached exhibit); ☐ VA (see attached exhibit); ☐ Other (see attached exhibit)

(2) Rate Type: ☐ Fixed Rate Mortgage Loan; ☐ Adjustable Rate Mortgage ("ARM") Loan;

(3) Closing Costs and Discount Points: Seller shall, at the time of closing, contribute a sum not to exceed \$ _____ to be used by Buyer to pay for: (a) preparation of the warranty deed and owner's affidavit by the closing attorney; (b) at Buyer's discretion, closing costs, loan discount points, survey costs, and insurance premiums (including flood insurance, if applicable) relating to the Property or loan; and (c) at Buyer's discretion, other costs to close including escrow establishment charges and prepaid items, if allowed by lender. Buyer shall pay all other costs, fees, and amounts for the above referenced items and to fulfill lender requirements to otherwise close this transaction.

(4) Closing Attorney: This transaction shall be closed by the law firm of _____, provided the firm is approved to close loans for the Buyer's lender.

(5) Loan Obligations: Buyer agrees to: (a) make application for the loan within _____ days from the Binding Agreement Date; (b) immediately notify Seller of having applied for the loan and the name of the lender; and (c) pursue qualification for and approval of the loan diligently and in good faith. Should Buyer not timely apply for the loan, Seller may terminate the Agreement if Buyer does not within five days after receiving written notice thereof cure the default by providing Seller with written evidence of loan application. Buyer agrees that a loan with terms consistent with those described herein shall satisfy this loan contingency. Buyer may also apply for a loan with different terms and conditions and close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved. In the event any application of Buyer for a loan is denied, Buyer

shall promptly provide Seller with a letter from the lender denying the loan stating the basis for the loan denial. From the Binding Agreement Date until closing, Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain a loan. In the event any application of Buyer for a loan is denied, Buyer shall promptly provide Seller with a letter from the lender denying the loan stating the basis for the loan denial.

☐ D. Second Loan to be Obtained, see Exhibit "_____".

4. **Earnest Money.** Buyer has paid to Johnson & Voytes, Attorneys at Law ("Holder") earnest money of \$ 10,000 check, OR \$ _____ cash, which has been received by Holder. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within five banking days from the Binding Agreement Date and shall be applied toward the purchase price of the Property at the time of closing. In the event any earnest money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three banking days thereafter to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this Agreement upon written notice to the Buyer. Holder shall disburse earnest money only as follows: (a) upon the failure of the parties to enter into a binding agreement; (b) at closing; (c) upon a subsequent written agreement signed by all parties having an interest in the funds; (d) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (e) upon a reasonable interpretation of this Agreement by Holder. Prior to disbursing earnest money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Holder prior to the end of the fifteen day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (1) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (2) disburse the earnest money and so notify all parties; and/or (3) interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this earnest money paragraph. If Buyer breaches Buyer's obligations or warranties herein, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

5. **Closing and Possession.**

A. **Property Condition:** Seller warrants that at the time of closing or upon the granting of possession if at a time other than at closing, the Property will be in the same condition as it was on Binding Agreement Date, except for normal wear and tear, and changes made to the condition of the Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of debris at time of possession. If the Property is destroyed or substantially damaged prior to closing, Seller shall promptly notify Buyer of the amount of insurance proceeds available to repair the damage and whether Seller will complete repairs prior to closing. Buyer may terminate this Agreement not later than five days after receiving such notice by giving written notice to Seller. If Buyer does not terminate this Agreement, Buyer shall receive at closing such insurance proceeds as are paid on the claim which are not spent to repair the damage.

B. **Taxes:** Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing. Seller shall pay State of Georgia property transfer tax.

C. **Closing Date and Possession:** This transaction shall be closed on See Special Stip., or on such other date as may be agreed to by the parties in writing, provided, however, that: (1) the loan described herein is unable to be closed on or before said date; or (2) Seller fails to satisfy valid title objections, Buyer or Seller may by notice to the other party (which notice must be received on or before to the closing date) extend this Agreement's closing date and the date for surrender of possession if later than the closing date up to seven days from the above-stated closing date. Buyer agrees to allow Seller to retain possession of the Property through: ☒ A, the closing; or ☐ B, _____ hours after the closing; or ☐ C, _____ days after the closing at _____ m. o'clock

D. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof, Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or other similar warranties which by their terms may be transferable to Buyer.

E. **Prorations:** Seller and Buyer agree to prorate all utility bills between themselves, as of the date of closing (or the day of possession of the Property by the Buyer, whichever is the later) which are issued after closing and include service for any period of time the Property was owned/occupied by Seller or any other person prior to Buyer.

F. **Closing Certifications:** Buyer and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of the lender and of federal and state law.

6. **Seller's Property Disclosure.** The Lo/Land Disclosure Statement is attached hereto and incorporated herein. Seller warrants that to the best of Seller's knowledge and belief the information contained therein is accurate and complete as of the Binding Agreement Date.

7. **Title.**

A. **Warranty.** Seller warrants that at the time of closing, Seller will convey good and marketable title to said Property by limited warranty deed, subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record on the Acceptance Date upon which the improvements do not encroach; (3) subdivision and/or condominium declarations, covenants, restrictions, and

easements of record on the Acceptance Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.

B. **Examination.** Buyer may, prior to closing, examine title and furnish Seller with a written statement of objections affecting the marketability of said title. If Seller fails to satisfy valid title objections prior to closing or any extension thereof, then Buyer may terminate the Agreement upon written notice to Seller, in which case Buyer's earnest money shall be returned. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

C. **Survey.** Any survey of the Property attached hereto by agreement of the parties prior to the Binding Agreement Date shall be a part of this Agreement. Buyer shall have the right to terminate this Agreement upon written notice to Seller if a new survey performed by a surveyor licensed in Georgia is obtained which is materially different from any attached survey with respect to the Property, in which case Buyer's earnest money shall be returned. The term "materially different" shall not apply to any improvements constructed by Seller in their agreed-upon locations subsequent to Binding Agreement Date. Matters revealed in said survey shall not relieve the warranty of title obligations of Seller referenced above.

8. **Inspection.** Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to thoroughly inspect, examine, test, and survey the Property. Seller shall cause all utility services, if any, to be operational so that Buyer may complete all inspections under this Agreement. The Buyer agrees to hold the Seller and all Brokers harmless from all claims, injuries, and damages arising out of or related to the exercise of these rights. *(Select section A. or B. below. The section not marked shall not be part of this Agreement.)*

☒ **A. Inspection Procedure.** Buyer shall have the right and responsibility to review and inspect all aspects of the Property in accordance with the attached "Lot/Land Special Stipulations Exhibit" which is made a part hereof.

OR

☐ **B. Property Sold "As Is".** All parties agree that the Property is being sold "as is", with all faults. The Seller shall have no obligation for repairs or replacements noted in any inspection(s) made by or for Buyer, except as may be otherwise herein. Such repairs or replacements shall be the sole responsibility of Buyer.

9. **Other Provisions.**

A. **Binding Effect, Entire Agreement, Modification, Assignment:** This Agreement shall be for the benefit of, and be binding upon, Buyer and Seller, their heirs, successors, legal representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification or assignment of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. **Survival of Agreement:** All conditions or stipulations not fulfilled at time of closing shall survive the closing until such time as the conditions or stipulations are fulfilled.

C. **Governing Law:** This Agreement may be signed in multiple counterparts, is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws of the State of Georgia.

D. **Time of Essence:** Time is of the essence of this Agreement.

E. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

F. **Responsibility to Cooperate:** All parties agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.

G. **Notices:** Except as otherwise provided herein, all notices, including offers, counteroffers, acceptances, amendments and demands, required or permitted hereunder shall be in writing signed by the party giving the notice and either: (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX) (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same) or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. The parties agree that a faxed signature of a party constitutes an original signature binding upon that party. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation with the date, time and telephone number to which the notice was sent. Receipt of notice by the Broker representing a party as a client shall be deemed to be notice to that party for all purposes herein, except in transactions where the broker is practicing designated agency, in which case, receipt of notice by the designated agent representing a party as a client shall be required to constitute notice. All notice requirements referenced herein shall be strictly construed.

10. **Disclaimer.** Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the Property; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Property; any condition(s) existing off the Property which may affect the Property; the terms, conditions and availability of financing; and the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer further acknowledges that in every neighborhood there are conditions which different buyers may find

objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off site conditions which could affect the Property.

11. Agency and Brokerage.

A. Agency:

- (1) In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.
- (2) Seller and Buyer acknowledge that if they are not represented by a Broker they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (3) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is ☐ OR, is not ☒ representing the Seller;
- (4) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Broker", and said Broker is ☐ OR, is not ☒ representing the Buyer; and
- (5) If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency ☐ OR, dual agency ☐ shall exist.

(a) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

- 1 - In serving as a dual agent the Broker is representing two clients whose interests are or at times could be different or even adverse;
- 2 - The Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
- 3 - The Buyer and Seller do not have to consent to dual agency; and
- 4 - The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements.
- 5 - Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

(b) **Designated Agency Assignment.** *[Applicable only if the designated agency has been selected above]*

The Broker has assigned _____ to work exclusively with Buyer as Buyer's Designated Agent and _____ to work exclusively with Seller as Seller's Designated Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other Designated Agent.

(c) **Material Relationship Disclosure.** The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____

(A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

B. Brokerage: The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker their respective portion of said commission. In the event the sale is not closed because of Buyer's and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission.

12. Time Limit of Offer. This instrument shall be open for acceptance until 6:00 o'clock P. M. on the 9th day of August, 2002.

13. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

Exhibit A - Special Stipulations Exhibit (Lot/Land)

Exhibit B - Lot/Land Seller's Property Disclosure Statement Exhibit

Exhibit C - Legal Description and Plat

Exhibit D - Buyer's Design Specifications

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph, shall control.

1. Closing shall occur no later than 30 days after Seller has completed the following:
 - a. Recorded final plat with the City of Peachtree City, GA, with lots that comply with Seller's Design Specifications in Exhibit D.
 - b. All utilities (power, sewer and water) are available at each lot.
 - c. The lots are established per NPDES requirements for erosion control.
2. The Sales Price shall be \$55,560 per platted lot, complying with the Purchaser's Development Design Specifications and agreed to by Seller. This Purchase Agreement is for lots #1-88 on Exhibit C.
3. This Purchase Agreement is contingent upon Purchaser's written approval of the engineering drawings. Seller will build the community according to engineering drawings. Where Purchaser's Design Specifications conflict with engineering drawings, Design Specifications shall prevail unless said designs are economically prohibitive to Seller.
4. Additional Earnest money of \$30,000 will be deposited with Escrow Agent upon all contingencies in Exhibit A removed.

☒ (Mark if additional pages are attached.)

Bob Adams Realty, Inc. ()
Selling Broker MLS Office Code

By: [Signature]
Broker or Broker's Affiliated Licensee

Print or Type Name: J. Robert Adams, Jr., Its President

Bus. Phone: _____ FAX # _____

Multiple Listing # _____

N/A ()
Listing Broker MLS Office Code

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name: _____

Bus. Phone: _____ FAX # _____

Buyer's Signature: _____ SS/FEI # _____

Print or Type Name Bob Adams Homes, Inc.

Buyer's Signature: [Signature] SS/FEI # _____

Print or Type Name: J. Robert Adams, Jr., Its President

Seller's Signature: _____ SS/FEI # _____

Print or Type Name MSII Investments, LLC

[Signature]
Seller's Signature: _____ SS/FEI # _____

Print or Type Name: Marvin S. Isenberg

Acceptance Date

The above proposition is hereby accepted, 11:00 o'clock A. M. on the 9th day of August, 2002

Binding Agreement Date

This instrument shall become a binding agreement on the date ("Binding Agreement Date") when notice of the acceptance of this Agreement has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

**UNAPPROVED EXCERPT OF MINUTES
OF PLANNING COMMISSION MEETING
OF NOVEMBER 11, 2002**

PH-02-06 Proposed Rezoning, Stephens Tract, Highway 74 South, GI to LUR and GC.

Note: Additional background information is available on this proposed rezoning in the minutes of the September 23, 2002, Planning Commission meeting.

The Chairman opened the public hearing at 7:23 p.m.

Mr. Rast explained that a public hearing to discuss this Request for Rezoning was held on September 23, 2002. At that time, the Planning Commission voted unanimously to forward this request to City Council with a recommendation that it be approved. Prior to being heard by City Council, City Staff learned that the sign advertising the rezoning had not been posted on the property as required. That was the reason this item was again on the Planning Commission agenda, and all advertising requirements had been fulfilled.

Mr. Rast also stated that one of the conditions of the previous approval was that the Applicant get a revised letter from the Board of Education. He and Mr. Isenberg had met with Mr. Jerry Whitaker of the Fayette County Board of Education to discuss any concerns the Board might have. Mr. Whitaker provided a revised letter as well as a revised Educational Impact Statement as requested by Mayor Steve Brown.

Mr. Whitaker explained to Mr. Rast and Mr. Isenberg his formula for determining the impact this rezoning would have on the school system. His calculation assumed that 50 percent of the homes would be single families with children, and 50 percent would be empty nesters. This assumption showed that all three schools at Starrs Mill would receive additional students from this subdivision. Mr. Whitaker noted that the taxes that would be generated by the homes in this subdivision made this increase almost negligible.

Mr. Jim Savage, Manager of the Peachtree City Airport, was in attendance to represent the Peachtree City Airport Authority. He stated that they did not oppose the rezoning, but they had sent a letter expressing their concerns about the proximity of the subdivision to the airport.

Mr. Marvin Isenberg of Piedmont Properties was the applicant and was in attendance to present the rezoning. He said that one of the prospective tenants, a bank, had requested

that a right-in/right-out access drive be added within the commercial tracts adjacent to GA 74. Mr. Rast said he did not see a problem with doing this and noted that there was a similar entrance to the Wilshire Pavilion across the highway. The main concern was to maintain access to the residential development off of the realigned Rockaway Road rather than GA 74.

Mr. Rast also explained that after the Planning Commission meeting, Staff received a letter from Bob Adams Homes indicating he was concerned with the presumption that the project would be marketed to empty nesters. He wanted to make it clear that he had not decided what type of product would be built within the subdivision. It could be empty-nester, single-family, or a combination of the two.

In response to a question from Mr. Ames as to whether there were any changes in the Staff recommendation for approval, Mr. Rast stated that there were no significant changes. He stated that at the last meeting a recommendation was made to provide a new entrance into the recycling center along with the new entrance into Meade Field, and this had been added to the conditions of approval. The other conditions remained the same. Mr. Rast added that criteria such as minimum lot size, width, building pad, setbacks, and separation between the homes would be incorporated into the actual zoning document for the subdivision.

Mr. Buckley recalled that the Planning Commission's recommendation for approval of this rezoning included a requirement that, prior to the City Council meeting, the Board of Education provide additional information relative to the educational impact of the rezoning. Consequently, he did not feel their recommendation had been based on whether the homes would be marketed to empty-nesters.

There was some confusion about the two Educational Impact forms. Mr. Rast explained that both are completed by the Board of Education, but one of them was generated by the City at Mayor Brown's request. That form asked for the "currently proposed number of students that would be generated from the other non-developed land in this district," which would require a prediction of how property might be rezoned.

Mr. Rast went on to explain that Mr. Whitaker stated that a school's overcrowding was based on the physical plant which included the cafeteria, the library, and the main functions of the internal core of the school. Although the design capacity of the three schools within the Starrs Mill complex was larger, the physical plant would still be able to accommodate additional students. In addition, a new elementary school and a new middle school would be opened in the next school year; and a new high school was also planned. These new schools would ease the load on Starrs Mill.

Mr. Buckley thought the School Board should indicate how the additional space could be provided. He felt their impact statement appeared to be negative; but, in reality, plans were in progress to accommodate the increased school population.

Mr. Ames suggested that a letter be sent to the Board of Education asking for more information about their future plans. The Commission agreed that it would be very helpful to have this information.

Dr. Schumacher wanted the record to show that the numbers provided by the Board of Education were based on assumptions that could not be supported by known facts.

No one else spoke in favor of the proposed rezoning. No one spoke to oppose the proposed rezoning. The Chairman closed the public hearing at 7:41 p.m.

Mr. Saunders clarified that there was considerable discussion about the possibility of this development being marketed to empty-nesters, but wanted to reconfirm that the previous recommendation was not based on the fact that the property would be marketed entirely to empty-nesters. Dr. Schumacher agreed.

Mr. Saunders stated that his position had not changed; he felt this was reasonable development for this part of the City. He was not particularly in favor of the right-in/right-out, but he thought this would be part of the site plan review process, not the rezoning. Mr. Rast noted that if this was included in the conditions of rezoning, it would allow the developer to have one right-in/right-out onto Highway 74.

Mr. Buckley said his position also had not changed, but he still felt more information was needed from the Board of Education.

Mr. Rast explained that the numbers provided by the Board reflected the actual number of students at a particular school. In this particular case, the increases were based on the assumption that 50 percent of the homes would be occupied by empty-nesters.

Mr. Ames pointed out that it was the Board of Education's responsibility to evaluate all of the activity in the county and to plan accordingly.

Dr. Schumacher was concerned about the number of trailers on site, but he did not think that should interfere with this rezoning application.

The Commissioners agreed that the situation that occurred with this rezoning should be used as a springboard to develop a better system of response from the Fayette County Board of Education.

Mr. Rast thought this would probably be a major item of discussion for City Council. He suggested to Mr. Isenberg that he contact someone from the Board of Education and request that they be present at that meeting to clarify this statement and to explain their enrollment projections. The Commissioners thought this was a reasonable request.

Mr. Rast noted for Mr. Savage that at the last Planning Commission meeting it was agreed that a member of the Planning Commission, the Airport Authority, and City Staff would meet to develop the appropriate wording for the statement to be included on the final plat and Deed Covenants for the new subdivision.

After discussion, a motion was made by Mr. Buckley, seconded by Dr. Schumacher, and unanimously adopted to forward to City Council the proposed rezoning to GC General Commercial and LUR Limited Use Residential with a recommendation for approval subject to the conditions listed below. This recommendation was dependent upon the Planning Commission's understanding that the educational needs created by this rezoning would be met by the Fayette County Board of Education. It was further dependent upon the Commission's anecdotal understanding of what facilities would open in the near future. The Planning Commission suggested that a member of the Board of Education or their appropriate staff be present during City Council deliberations and that a meeting/process be developed whereby the City and the Board of Education would work more efficiently on such items in the future.

- 1. The conceptual development plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular site plan review process. There shall be no more than 124 residential lots within the overall subdivision.*
- 2. All internal streets must meet City standards for public streets.*
- 3. All costs associated with the design and construction of Rockaway Road must be paid by the Applicant.*
- 4. All costs associated with the relocation of the existing transmission lines adjacent to Rockaway Road must be paid by the Applicant.*
- 5. All costs associated with the design and construction of the new entrance road into Meade Field Softball Complex and the new entrance to the recycling center must be paid by the Applicant.*
- 6. A 50'-wide City-owned greenbelt must be provided on either side of the new alignment of Rockaway Road. A landscape plan must be prepared and implemented in those areas where there is no vegetation or those areas underneath the new transmission line to provide a substantial buffer between the road and the adjoining subdivision.*
- 7. Vehicular access to the commercial parcels will be limited to Rockaway Road and one right-in/ right-out driveway from GA Highway 74. No access to the residential subdivision shall be permitted from Highway GA 74.*
- 8. The architectural style, building materials and color selection of the commercial development must be similar to that of the Wilshire Pavilion retail development across GA 74.*

9. *The Applicant must construct a paved cart path in a similar manner as shown on the conceptual development plan.*
10. *A statement that addresses the proximity of the subdivision to the Falcon Field Airport must be included on the final plat and within the Deed Covenants of the subdivision. The intent of this statement shall be to notify prospective purchasers of real estate that the subdivision is within the flight pattern of Falcon Field.*
11. *The developer shall be responsible for paying the Braelinn impact fee in addition to the above additional project costs.*

The Applicant agreed to the conditions.

PEACHTREE CITY AIRPORT AUTHORITY

Catherine M. Nelmes
Chairman

H.E. Buffington
Secretary/Treasurer

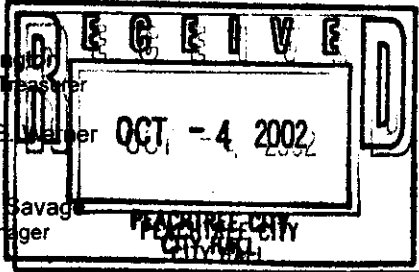
Douglas B. Warner
Attorney

James H. Savage
Airport Manager

Jerry R. Cobb
Member

Douglas A. Fisher
Member

Mark H. Harris
Member



October 3, 2002

Mr. Colin Halterman, Interim City Manager
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Mr. Halterman:

Attached is a letter I addressed to Mr. Jim Williams, then Director of Developmental Services, on April 26, 2002.

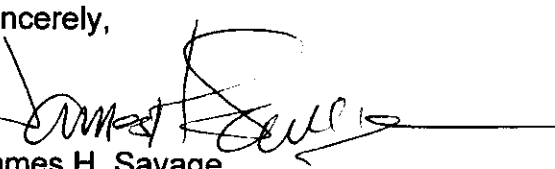
The purpose of the original letter was to outline the Peachtree City Airport Authority's concerns regarding the re-zoning of what is usually defined as the Black-Stevens Property located at State Highway 74 and Rockaway Road.

It is the Authority's understanding that the Planning Commission has reviewed this re-zoning request and has forwarded it to the City Council with a recommendation for approval. We understand that it will be considered at the October 17, 2002, City Council meeting.

Please provide the City Council with a copy of the April 26th letter for their review. The Authority will have a representative at the Council meeting to answer any questions that might arise.

Thank you.

Sincerely,


James H. Savage
Airport Manager



PEACHTREE CITY AIRPORT AUTHORITY

Catherine M. Nelmes
Chairman

H.E. Buffington
Secretary/Treasurer

Douglas B. Warner
Attorney

James H. Savage
Airport Manager

Jerry R. Cobb
Member

Douglas A. Fisher
Member

Mark H. Harris
Member

April 26, 2002

Mr. Jim Williams
Director of Developmental Services
City of Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Dear Mr. Williams,

The Peachtree City Airport Authority has expressed several concerns regarding the new subdivision being proposed on the western side of State Route 74 at Rockaway Road. Chief among those is the possible negative impact building homes under the departure path for Runway 13 and the final approach course to Runway 31, will have on the airport and the community.

First, some basic information as we understand it:

- The western edge of the proposed subdivision would be approximately 9,400 feet from the approach end of Runway 31.
- The southwestern edge of the subdivision would be located 1,500 feet northeast of the final approach course to Runway 31.
- The property is currently zoned for general industrial uses.
- The property is shown as low density residential on the current land use plan.
- The current proposal calls for 121 homes on forty acres.
- An informal noise abatement procedure has been in effect since 1990, which requests that jets and large aircraft departing on Runway 13 fly runway heading until reaching 3,000 feet before turning on course, and that departures from Runway 31 turn west until reaching 3,000 feet and turning on course. Please see the attached photo of our noise abatement procedure.
- The southern most part of Planterra Ridge subdivision is approximately 4,900 feet from the approach end of Runway 31, and is approximately 1,400 northeast of the final approach course to that runway.

Please consider the following information when you evaluate the proposed subdivision:

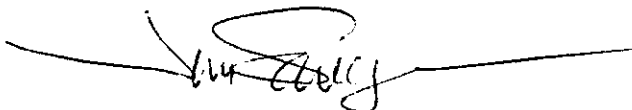
- Our normal flight patterns have jets, and other aircraft flying under instrument flight rules that are departing Runway 31 turn westerly – away from Planterra Ridge. In contrast, those departing Runway 13, fly straight ahead, or when required by air traffic control, turn easterly, which could cause them to regularly fly over the proposed subdivision.
- Departures from Runway 13, flying under visual flight rules normally turn to the southwest, which is away from the proposed subdivision. However, in the summer months, southerly winds and high temperatures could cause departing aircraft to drift over the proposed subdivision before the aircraft reaches an altitude of 400 feet and it begins its turn to the southwest.
- As noted before, the proposed subdivision is very close to the final approach course for Runway 31. Aircraft, including jets, will routinely pass just to the west of the proposed subdivision at approximately 600 feet above the ground. These planes will be in a landing configuration which can be particularly loud.
- Our master plan includes the installation of a more sophisticated precision approach system that could increase the amount of air traffic to Runway 31 during periods of bad weather.

Peachtree City-Falcon Field Airport currently has 165 based aircraft and our master plan forecasts that we will have over 300 based aircraft by 2020. We want to be a good neighbor in the community. To achieve this, we must ensure that development in the vicinity of the airport is compatible with airport operations. Any hindrance or curtailing of our operation could adversely affect our ability to maintain economic viability and to achieve our goal of self-sufficiency.

We request that you consider our concerns when reviewing the rezoning request for this proposed subdivision. If this property is rezoned for residential use, it is imperative that as a condition of that rezoning, the deed covenants to the rezoned property have notification of its proximity to the airport and the noise associated with the location. The notification should also address the anticipated increase in noise as the airport continues to grow. If the property is rezoned, the Airport Authority would like to be involved in developing the information to be included in the deed covenants.

Thanks for your help with this issue. Please give me a call if you need additional information.

Sincerely,



James H. Savage
Airport Manager

cc: Mayor and City Council, Peachtree City Airport Authority

**PLEASE FOLLOW NOISE
ABATEMENT PROCEDURES
AND AVOID LOW FLIGHT
OVER POPULATED AREAS.**

TYRONE

FAYETTEVILLE

SHOAL CREEK

WHITE OAK

PEACHTREE CITY

INMAN

SHARPSBURG

TURIN

STARRS FIELD

MOOLSEY

OPERATING RULES - ALL AIRCRAFT
AVOID LOW FLIGHT OVER POPULATED AREAS.
TRAFFIC PATTERN ALTITUDE - 1800' MSL
RUNWAY 13 - RIGHT HAND TRAFFIC ONLY
RUNWAY 31 - LEFT HAND TRAFFIC ONLY

SENOIA

BROOKS

VFR NOISE ABATEMENT PROCEDURES - TURBOJET & LARGE AIRCRAFT
RUNWAY 13 - FLY RUNWAY HEADING UNTIL 3,000' MSL BEFORE TURNING ON COURSE.
RUNWAY 31 - FLY HEADING 270° UNTIL 3,000' MSL BEFORE TURNING ON COURSE.

IFR NOISE ABATEMENT PROCEDURES - ALL AIRCRAFT
ENTER CONTROLLED AIRSPACE ON HEADING ASSIGNED BY ATC.

RECOMMENDED NOISE TRACTS

POPULATED AREAS

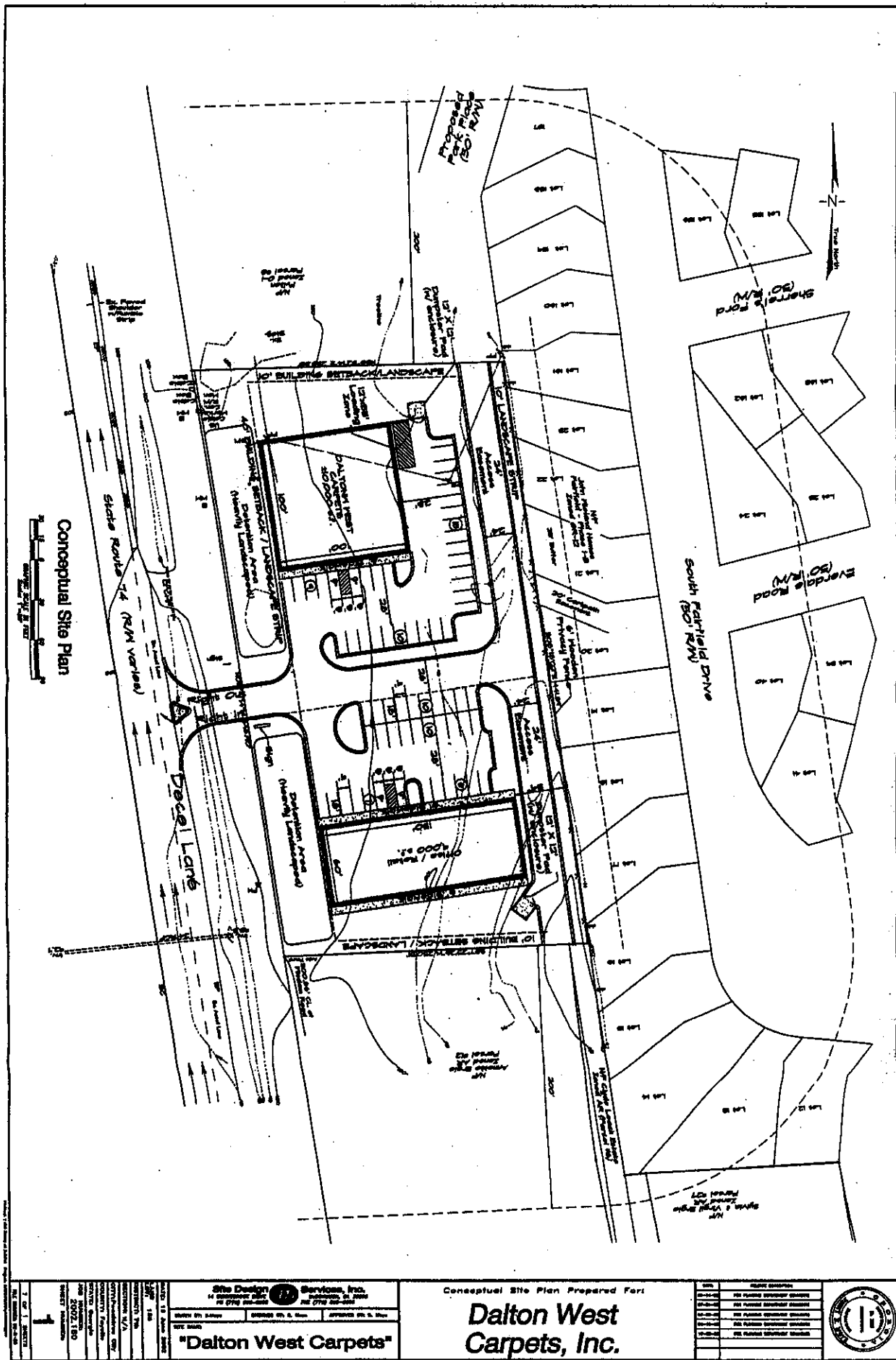
TRAFFIC PATTERN AREA

Scale: 1 inch = 1 statute mile

N

FALCON FIELD FLIGHT PATTERNS

Prepared by Peachtree City Airport Authority & Approved by Federal Aviation Administration. Photo made 4/7/90



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
VIA: Interim City Manager *WVA*
FROM: City Engineer *JO*
DATE: November 14, 2002
SUBJECT: Neighborhood Traffic Calming – Golf View Drive Update

Since the second phase of traffic-calming installations on Golf View, we have received a voluminous number of comments, complaints and observations from residents of the Golf View neighborhood and greater Kedron area. Some of the residents even presented objections to the traffic-calming program at a special called meeting in September.

Subsequently, city staff sought a legal opinion from the City Attorney on several objections related to the legality of what was installed. The traffic-calming plan was upheld in that opinion. I also pursued an opinion from the Georgia Department of Transportation's Traffic Engineer in the district office at the request of Councilwoman McMenamin. Mr. Keith Rohling provided the attached letter in response indicating his concerns with the installations.

After much research into the matter, city staff has agreed to the recommendation of Councilman Tennant and Mayor Brown to:

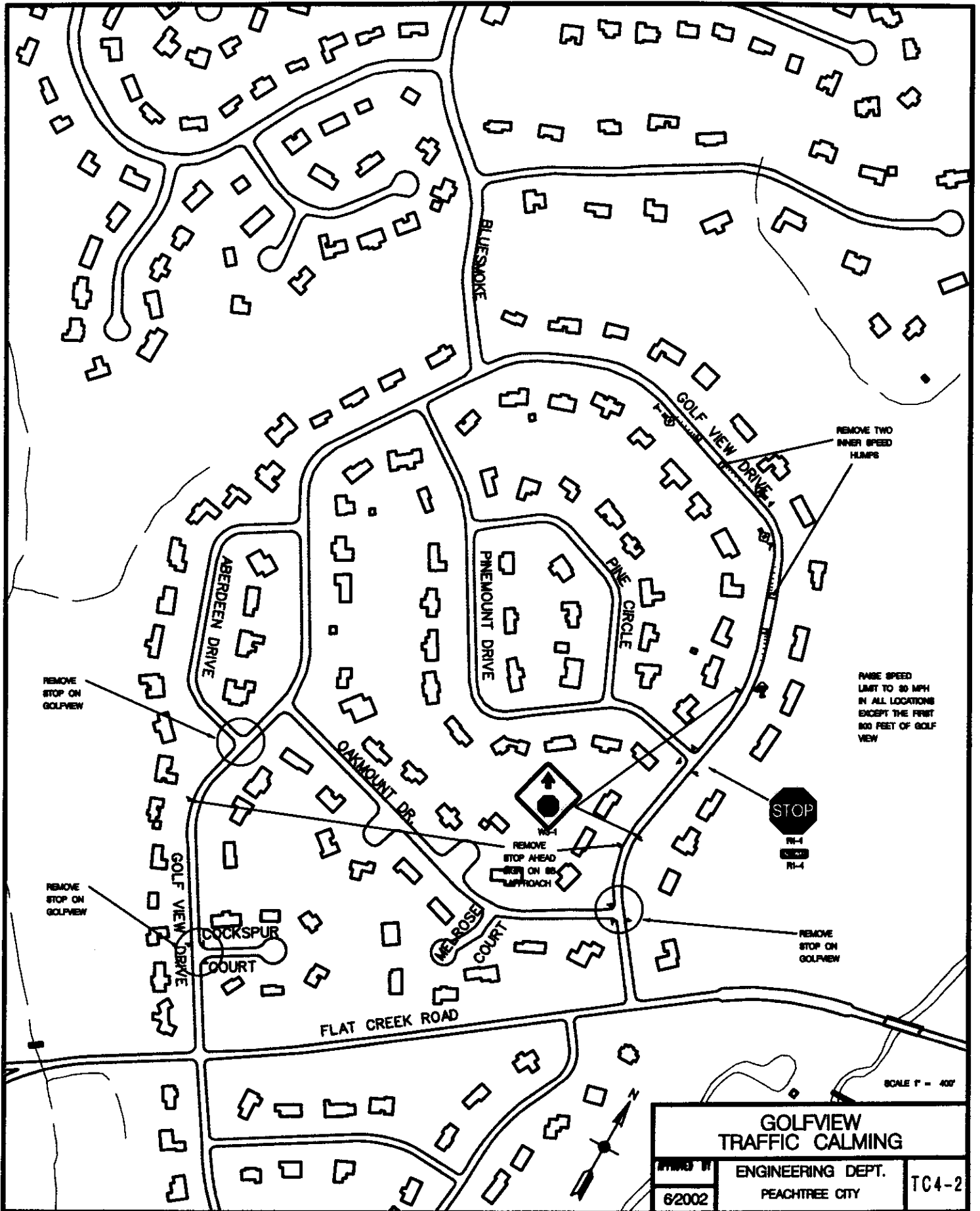
1. Remove the stop signs on Golf View at Aberdeen South.
2. Remove the stop signs on Golf View at Cockspur Court.
3. Remove the stop signs on Golf View at Oakmount.
4. Raise the speed limit to 30mph except at the hill.
5. Remove the two middle speed humps to provide better spacing.

Public works personnel will be able to do most, if not all, of the work for these changes so no additional funds will be required at this time. In the future, it will be important that we look into a more permanent solution for the hill on the east side of Golf View and that we consider some modifications to the profiles of the speed humps that will better accommodate emergency vehicles.

Attachments

- *Updated Traffic Calming Plan*
- *Letter, October 30, 2002 – Traffic Calming on Golf View Drive, Keith Rohling*

cc: *Fire Chief*
Police Chief
Public Services Director
file





Department of Transportation

State of Georgia

Thomaston District Office

October 30, 2002

Mr. Troy Besseche, City Engineer
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Re: Traffic Calming on Golfview Drive,
Peachtree City, Fayette County

Dear Mr. Besseche:

The traffic-calming plan along with the other data you provided has been reviewed and a site visit conducted along with accident data gathered. My observations and conclusions are as follows:

1. The existing speed limit of 25 MPH appears to be set below what is normal for this type of roadway. A speed limit of 30 MPH for a residential collector road is more appropriate. The list of roads for speed detection device enforcement has Golf View Drive from Flat Creek Road to Blue Smoke Trail at 30 MPH.
2. The accident data did not indicate a speed problem. All but two of the accidents involved intersections.
3. The traffic volumes gathered by the Stealth Radar are inconstant with normal traffic patterns. Why did the count go up so drastically from April 1 to April 8?
4. There is a vertical-horizontal curve combination on the east side of the loop that has some sight distance limitations. This is in the Pinemount Drive - Oakmont Drive area.
5. The all way stop condition at Blue Smoke appears to come closest to being warranted according to the MUTCD.
6. Stop signs are placed at several intersections along Golf View Drive where it is obvious that none of the warrants for all way stop conditions are met.

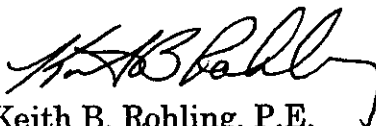
Mr. Troy Besseche, City Engineer
City of Peachtree City
October 30, 2002

It is my opinion that the measures considered traffic calming are excessive in their application. All way stop conditions are not true traffic calming measures. The speed humps are well designed and installed. They do what is intended. It is recommended that the following measures be taken:

1. The speed limit should be posted such that it can be enforced using the radar.
2. The list of roads should be updated in order to include the entire length of the roadway.
3. Other treatments such as roundabouts could be used in place of the all way stop conditions as traffic calming measures.
4. The intersection of Blue Smoke Trail could be made right in right out in order to organize traffic through the area.
5. Remove the all way stop conditions at the locations where the MUTCD warrants are not close to being met.

I am not available for the Friday meeting due to a training program. If you desire, I would be happy to review the roadway with you and discuss these issues. If you have any questions, please feel free to call me at 706-646-6557.

Sincerely,
Thomas B. Howell, P.E.
District Engineer


By: Keith B. Rohling, P.E.
District Traffic Operations Engineer

KBR

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: Interim City Manager 
FROM: City Clerk 
DATE: November 14, 2002
SUBJECT: Alcohol License – NEW – Hub's Birds and Brews

Hub's Birds and Brews located at 1003 Georgian Park has submitted an application to sell alcoholic beverages. Mr. Joel Michael Hubbard has asked to be appointed as the Licensee. Mr. Charles Lee Wagner has asked to be appointed as the License Representative. Mr. Hubbard and Mr. Wagner will be present at the meeting on Thursday, November 21, to answer any questions you may have. The Police Department has not received a complete criminal history on Mr. Wagner at this time. Staff recommends approval pending a satisfactory criminal history report from Chief Murray.

:pd

Attachments



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

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: <i>Hub's Birds and Bees</i>	Business Location: <i>1003 Georgian Park</i>	
Nature of Business: <i>Food & Beverage</i>	Mailing Address: <i>1003 Georgian Park PTC</i>	Business Phone Number: <i>770-486-6005</i>
Name of Licensee: <i>Joel Michael Hubbard</i>	Home Address: <i>60 Linger Drive PTC</i>	Home Phone Number: <i>770-487-9487</i>
Name of License Representative: <i>CHARLES LEE WAGNER</i>	Home Address: <i>FAYETTEVILLE 110 GROUSE POINT GA 30215</i>	Home Phone Number: <i>770-716-5298</i>

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the Individuals listed:	Please provide Home and Business Phone Numbers for Individuals listed:
<i>Joel Michael Hubbard</i>	<i>60 Linger Drive Peachtree City 30269</i>	<i>770-486-6005 404-316-1382</i>

Is any person who owns an interest in the license an employee of the City of Peachtree City? _____



**AFFIDAVIT AND CRIMINAL HISTORY CONSENT FORM
FOR ALCOHOLIC BEVERAGE LICENSE APPLICATION
WITH THE CITY OF PEACHTREE CITY**

I, JOEL Michael Hubbard (PRINT FULL NAME), swear that I am at least 21 years of age and am competent to provide this affidavit.

My address is: 610 LONGER DR Peachtree City GA 30269. I have resided at this address for: 4 years and 10 months. My previous addresses for the last 10 years are as follows: 420 Walnut Grove Dr. PTC GA 30269 3yr 6m 05

174 Saultan Way PTC GA 30269, 36 Cobblestone Way PTC 30269

Social Security #: 257-80-1439 Driver's License #/State: 257-80-1439

Date of Birth is: 7/20/56 Race: W Sex: M

I have/have not, within 5 years prior to this application, been convicted of, (or entered a plea of nolo contendere to) any felony or misdemeanor relating to the sale/use of alcoholic beverages or illegal drugs.

I have/have not ever been ever arrested for a crime. If so, details below and the disposition of the arrest are listed below. I understand that failure to disclose any arrest (including DUI's) may result in denial of the application.

(Attach a separate sheet if necessary.)

I have/have not ever had beneficial interest in any other alcoholic beverage business in this or any other state in which the alcohol license was denied, revoked or other disciplinary action taken. (Beneficial interest here means when a person holds the license in his own name or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest, or derives any economic benefit from, or has control over a business.) If so, please describe in detail. Attach a separate sheet if necessary:

I am/am not the applicant for license representative. If so, I swear that I am a manager of the business and a resident of the State of Georgia.

I have read the Peachtree City Ordinance regarding the sale of alcoholic beverages and I understand and will comply with the rules and regulations. I hereby authorize the PEACHTREE CITY POLICE DEPARTMENT to receive any criminal history record information pertaining to me, which may be in the files of any state or local criminal justice agency. I solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for city license for sale of alcoholic beverages are true, and no false or fraudulent statement or answer is made herein to procure the granting of said license.

Joel Michael Hubbard
SIGNATURE OF APPLICANT

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered to me, has sworn that said statements and answers are true.

NOTARY PUBLIC: Pamela P. Dufren This 2nd day of October, 2002



**AFFIDAVIT AND CRIMINAL HISTORY CONSENT FORM
FOR ALCOHOLIC BEVERAGE LICENSE APPLICATION
WITH THE CITY OF PEACHTREE CITY**

I, CHARLES LEE WAGNER III (PRINT FULL NAME), swear that I am at least 21 years of age and am competent to provide this affidavit.

My address is: 110 GROUSE POINT FAYETTEVILLE, GA 30215. I have resided at this address for: 2 years and 1 months. My previous addresses for the last 10 years are as follows: 320 C.L. WAGNER RD LEXINGTON, NC 27295

Social Security #: 244-84-1146 Driver's License #/State: 049948216 GEORGIA

Date of Birth is: 05-11-52 Race: W Sex: M

I have have not within 5 years prior to this application, been convicted of, (or entered a plea of nolo contendere to) any felony or misdemeanor relating to the sale/use of alcoholic beverages or illegal drugs.

I have have not even been ever arrested for a crime. If so, details below and the disposition of the arrest are listed below. I understand that failure to disclose any arrest (including DUI's) may result in denial of the application. LATE '70'S OR EARLY '80'S COLUMBUS, GA APPEARED IN FRONT OF JUDGE JOHNSON RELATED TO DRIVING WHILE IMPAIRED CASE DROPPED AND DISMISSED.
(Attach a separate sheet if necessary.)

I have have not even had beneficial interest in any other alcoholic beverage business in this or any other state in which the alcohol license was denied, revoked or other disciplinary action taken. (Beneficial interest here means when a person holds the license in his own name or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest, or derives any economic benefit from, or has control over a business.) If so, please describe in detail. Attach a separate sheet if necessary:

I am am not the applicant for license representative. If so, I swear that I am a manager of the business and a resident of the State of Georgia.

I have read the Peachtree City Ordinance regarding the sale of alcoholic beverages and I understand and will comply with the rules and regulations. I hereby authorize the PEACHTREE CITY POLICE DEPARTMENT to receive any criminal history record information pertaining to me, which may be in the files of any state or local criminal justice agency. I solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for city license for sale of alcoholic beverages are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

[Signature]
SIGNATURE OF APPLICANT

I do hereby certify that the foregoing applicant is personally known to me, that he/she signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered to me, has sworn that said statements and answers are true.

NOTARY PUBLIC: Pamela F. Defreese This 25th day of October, 2002

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Colin Halterman *CH*

DATE: November 15, 2002

SUBJECT: Appointment of City Attorney/City Solicitor

Council member Weed and Financial Services Director Paul Salvatore met last week to review the RFPs for City Attorney and City Solicitor. Attached is a financial analysis of the firms that submitted an RFP for City Attorney and City Solicitor. Council member Weed will make a presentation at the council meeting and make is recommendations for each position.

CWH/jsm

Attachment

City Attorney - Estimated Hours:

FY 2002 total fees charged: **\$197,812**
Less \$750/mo. Retainer: **\$9,000**
Total Billed (by the hour): **\$188,812**
Total hours @ \$130 per hour: **1,452**

Hours covered by retainer:

Council Meetings: 24 @ 3 hrs. **72**
Council Retreat: 2 days @ 8 hrs. **16**
Total hours covered by retainer: **88**

Total Hours- City Attorney: **1,540**

City Solicitor - Estimated Hours:

FY 2002 total fees charged: **\$105,572**
Total hours @ \$110 per hour: **960**

Preferred Choices - Attorney & Solicitor:

City Attorney - Estimated Costs

Sanders, Haugen, Sears & Meeker, P.C.
Annual Retainer: **\$0**
Est. 1,540 hours @ \$110 per hour **\$169,400**
Total Estimated Annual Cost: **\$169,400**
Total Savings from FY 2002 Costs:

City Solicitor - Estimated Costs

Warren A. Sellers, P.C.
\$4000 per month x 12 months: **\$48,000**
Est. 150 hrs. appeals @ \$100/hr. **\$15,000**
Total Estimated Annual Cost: **\$63,000**
Total Savings from FY 2002 Costs: **\$42,572**

Atty & Solicitor Grand Totals	
Est. Cost	Savings
\$232,400	\$70,984

Second & Third Choice Attorneys:

Caryl Sumner Black, P.C.
Annual Retainer: **\$16,000**
Est. 1,452 hours @ \$120 per hour (blended) **\$174,240**
Total Estimated Annual Cost: **\$190,240**
Total Savings from FY 2002 Costs: **\$7,572**
Grand Total Savings- w/Sellers as Solicitor: **\$50,144**

Second Choice Solicitor:

Smith, Welch & Brittain
Est. 960 hrs. @ \$130/hr. * **\$124,800**
Total Increase from FY 2002 Costs: **(\$19,228)**
* average of \$125 & \$135/hr. rates quoted

Hancock, Story & Dempsey, LLC

Annual Retainer: **\$12,000**
Est. 1,452 hours @ \$125 per hour (blended) **\$181,500**
Total Estimated Annual Cost: **\$193,500**
Total Savings from FY 2002 Costs: **\$4,312**
Grand Total Savings- w/Sellers as Solicitor: **\$46,884**

Evaluation of Firms Proposing on both City Attorney & City Solicitor

Grand Total Billed (by the hour)-FY 2002:	\$294,384	
Annual Retainer Costs- FY2002:	\$9,000	
Total FY 2002 Cost- Atty & Solicitor:	\$303,384	
Total FY 2002 Hours- Atty & Solicitor:	2,412	
Retainer hours:	88	
Total billed hours + retainer hours:	2,500	
Oliver & Winkle, P.C.		
Annual Retainer:	\$0	
Est. 2500 hrs @ \$125 per hour	\$312,500	
Total Estimated Annual Cost:	\$312,500	
Total Increase from FY 2002 Costs:		(\$9,116)
Fincher & Hecht, LLC		
Annual Retainer:	\$0	
Est. 2500 hrs @ \$145 per hour	\$362,500	
Total Estimated Annual Cost:	\$362,500	
Total Increase from FY 2002 Costs:		(\$59,116)
David Jean Couch, P.C.		
Annual Retainer:	\$10,080	
Est. 1,452 hrs @ \$130 (blended) per hour:	\$188,760	
Est. 960 hrs @ \$85 (blended) per hour:	\$81,600	
Total Estimated Annual Cost:	\$280,440	
Total Savings from FY 2002 Costs:		\$22,944

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Colin Halterman *CH*

DATE: November 15, 2002

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CWH/jsm

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Total Hours- City Attorney: 1,540

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Est. 960 hrs @ \$85 (blended) per hour:	\$81,600	
Total Estimated Annual Cost:	\$280,440	
Total Savings from FY 2002 Costs:		\$22,944

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Colin Halterman 

FROM: Jane Miller 

DATE: November 11, 2002

SUBJECT: Dental Insurance

As you know, several months ago, staff bid out the entire City insurance program in an effort to get more competitive rates. When the bids were received, staff met with the Mayor to review. He requested that we request RFP's for a new insurance consultant and hold up on awarding any bids until a consultant had the opportunity to review our entire insurance program. We are currently interviewing consultants who responded to the RFP.

However, last week we received our dental renewal for 2003 and the rates have increased 50%. Staff found that to be totally unacceptable and feels that a change in carriers is necessary effective with the January 1, 2003 renewal date. Staff has reviewed the dental insurance bids to determine which company provided the best bid (see memo and spread sheet attached). Ameritis provided the best rates and has confirmed that they will honor the rates quoted effective January 1, 2003. Staff recommends that Council award the dental insurance bid to Ameritis effective January 1, 2003.

/jsm

Attachment

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Jane Miller
FROM: Brenda Rogers
DATE: November 7, 2002
SUBJECT: Dental Insurance Rates

Since G.E. Financial came back with a 50% renewal, at your request, I have taken their rates and compared them with Ameritas, which was the lowest bid we received back in August.

I am calculating these based on our November billing statement that reflects 211 employees covered with 113 having dependent coverage.

G.E. Financial

Employee Only: \$32.49/mo. per employee X 211 employees = \$6,855.39/mo.
(211)

\$6,855.39/mo. X 12 months = \$82,264.68/annual increase

\$82,264.68 Annual Premium

Dependent Coverage: \$50.82/mo. per employee X 113 employees = \$5,742.66/mo.
(113)

\$5,742.66/mo. X 12 months = \$68,911.92/annual

*Employee Bi-Weekly premium = \$23.46

\$68,911.92 Annual Premium

Total Annual Premiums: \$151,176.60

Ameritas

Employee Only: \$19.84/mo. per employee X 211 employees = \$4,186.24/mo.
(211)

\$4,186.24/mo. X 12 months = \$50,234.88/annual

\$50,234.88 Annual Premium

Dependent Coverage: \$42.24/mo. per employee X 113 employees = \$4,773.12/mo.
(113)

\$4,773.12/mo. X 12 months = \$57,277.44/annual

* Employee Bi-Weekly premium = \$19.50

\$57,277.44 Annual Premium

Total Annual Premiums: **\$107,512.32**

Ameritas would give an overall annual savings of \$43,664.28 in annual premiums over G.E. Financial.

This would be an annual savings of \$32,029.80 for the City and an annual savings of \$11,634.48 for our employees.

/br

The City of Peachtree City

[illegible]

[illegible]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Colin Halterman, Acting City Manager *CH*

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

DATE: November 14, 2002

SUBJECT: Spending Priorities for Capital Projects

At the request of Council, staff has prepared a list of capital projects that require immediate consideration for funding, in addition to the Neely Fire Station Renovation project, for which staff had requested additional funding at the last Council meeting. As you recall, this funding request was denied pending review of some of the other un-funded or under-funded projects. Attachment A to this memo provides a comprehensive listing of all capital projects being considered that currently lack sufficient, or any, funding. Although all these projects require consideration for funding, the projects that are highlighted are those that staff has determined to be important projects that require the *most immediate* attention.

Of all the highlighted projects, staff has ranked the improvements in the Highway 54 West corridor as the most important to consider, in addition to the Neely Station improvements. The general safety of the public, as well as our own firefighters, is the reason for staff's high ranking of these projects. As you know, there have been numerous traffic accidents in the Hwy 54 W corridor, as well as major traffic congestion problems. Therefore, the sooner the road bridge over the railroad, and the road itself is widened, the sooner these problems may subside and alleviate these safety issues. As you also may know, GA DOT moved up the Hwy 54 W road bridge-widening project so that construction will begin this fiscal year instead of in FY 2004, as originally planned. This was not known at the time Council passed the budget for this fiscal year. Therefore, the Bridge Culverts project that was budgeted for FY 2004 needs to be moved up to FY 2003 in order to avoid delay of this crucial project. As indicated, the local share for this project is \$105,334. Also crucial to the road-widening project is the relocation of utilities in the area. This also needs to take place immediately so as to avoid project delay, and will cost an additional \$226,609. The other highlighted improvements that are listed under the GA Hwy W Improvements category must be done in conjunction with the road and bridge-widening project, if they are to be done at all. Therefore, they must also be funded during this one-time opportunity. These five additional items total \$163K.

As discussed at the last Council Meeting, there are numerous reasons why improvements need to be made to the Neely Fire Station. The scope of this project has already been greatly reduced, and the remaining items have been deemed necessary in order to meet safety and other code requirements for the facility. The additional amount needed to complete funding for this project is \$96K.

Another major project highlighted on the list in Attachment A is the TDK Boulevard Extension project. As indicated, this project will cost in excess of \$1 million, even if GA DOT decides to provide grant funds to subsidize this project. The cost would be substantially more if our grant request were to be denied. Although staff is prepared to recommend a plan to provide immediate funding for the other projects highlighted on the list, alternate arrangements would need to be made in order to fund this major project expenditure due to its' prohibitive cost and the limited availability of funds in the city coffers. In fact, it appears that the only viable financing method currently available for this project is a G.O. Bond. Staff is also investigating the (less likely) possibility of issuing revenue bonds through an authority to fund this project.

Attachment B to this memo shows the current status of projects funded by the city's \$4.6 million Bricks & Mortar construction loan. As indicated, there is currently \$157,970 of unallocated funds available, due to cuts made during last year's budget process. In addition, there is \$613,282 allocated for projects in FY 2004 that have not yet been started. These funds total \$771,252. Attachment C to this memo shows how these funds may be allocated to cover the expense of projects, described above, that are of more immediate concern. Staff can then prioritize the FY 2004 Bricks & Mortar projects against all the other projects that would remain on the Un-funded list.

The two other items that require immediate attention, the City Hall Generator and the Re-Gravel of Meade Parking Lot, can be handled with PIP Contingency and Recreation Department operating funds, respectively.

Staff will present a brief Powerpoint presentation at the November 21 Council Meeting to review the contents of this memo and attachments, and to answer any other questions.

City of Peachtree City, GA **Projects Currently Unfunded/Underfunded**

<u>Project Description</u>	<u>Project Cost</u>	<u>Budget</u>	<u>Unfunded</u>	
City Hall - Generator	\$100,000	\$0	\$100,000	(\$23K/yr. D/S)
City Hall - Re-roof Building	\$102,000	\$0	\$102,000	
Sub-total - City Hall				\$202,000
TDK Blvd. Ext. (incl. <i>possible</i> DOT funding)	\$1,026,000	\$0	\$1,026,000	
Huddleston Dividend Intersection (Constr.)	\$175,000	\$0	\$175,000	
SR 74/Dividend Dr. Signalization	\$157,000	\$0	\$157,000	
Gatehouse Dr.- streambank stabilization	\$35,000	\$0	\$35,000	
Traffic Calming Devices	\$10,000	\$0	\$10,000	
Carriage Lane Cart Path Connection	\$50,000	\$0	\$50,000	
Hip Pocket Rd. Culvert Replacement	\$75,000	\$0	\$75,000	
Silt Removal - Bridlepath Creek	\$75,000	\$0	\$75,000	
Property Acquisition (ROW)	\$144,308	\$100,000	\$44,308	
Paschall Road multi-use tunnel	\$400,000	\$0	\$400,000	
Market Place/ Westpark multi-use tunnel	\$350,000	\$0	\$350,000	
GA Hwy. 54 West Improvements:				
GA 54W @ CSXRR Culverts (local share)	\$105,334	\$0	\$105,334	
GADOT Road Bridge Enhancements	\$35,000	\$0	\$35,000	
Utility Relocation- SR 54/34 Widening	\$326,609	\$100,000	\$226,609	(1)
Cart Path Bridge @ Wynnmeade (local share)	\$120,000	\$0	\$120,000	
Line Creek multi-use path (from Gateway Br.)	\$32,500	\$0	\$32,500	
GA 54/Plant.Ridge amenity area multi-use path	\$50,000	\$0	\$50,000	
Median landsc. and corridor enh. (local share)	\$120,000	\$0	\$120,000	
Gateway feature landscaping (local share)	\$20,000	\$0	\$20,000	
Sidewalks - S. Side of Hwy 54 (fed requires)	\$50,000	\$0	\$50,000	(1)
Overlay District- Landscape Design	\$10,000	\$0	\$10,000	(1)
Overlay District- Codify Overlay Zone	\$8,000	\$0	\$8,000	(1)
LCI signal poles (4 intersections)	\$60,000	\$0	\$60,000	(1)
Sub-Total - GA Hwy 54 West			\$837,443	
Enhancements to Planterra Ridge entrance	\$10,000	\$0	\$10,000	
Planterra Ridge open space multi-use path	\$20,000	\$0	\$20,000	
Round-about at Planterra Way/ secondary road	\$200,000	\$0	\$200,000	
Round-about at Planterra Way/ amenity area	\$150,000	\$0	\$150,000	
Redesign of tennis center entrance	\$25,000	\$0	\$25,000	
Line Creek cemetery landscape enhancements	\$10,000	\$0	\$10,000	
Sub-total - Public Works				\$3,649,751
Gathering Place Expansion	\$350,000	\$0	\$350,000	
Library Expansion (local share)	\$871,312	\$0	\$871,312	
Library - Seal Outside of Building ('04)	\$48,000	\$0	\$48,000	
Library - Re-roof Building ('04)	\$128,000	\$0	\$128,000	
Dog Park at Kedron Fieldhouse	\$15,000	\$0	\$15,000	
City Beach at Picinic Park	\$250,000	\$0	\$250,000	
Restrooms/Concession- Multi Purpose Rink	\$150,000	\$0	\$150,000	
Regravel Meade Parking Lot (temporary)	\$7,000	\$0	\$7,000	
Pave Meade Parking Lot/ Driveway	\$250,000	\$0	\$250,000	
Dredging - 3 Ponds	\$500,000	\$0	\$500,000	
Greenspace Grant match (approx.)	\$500,000	\$0	\$500,000	
Sub-total - Culture/Recreation				\$3,069,312

City of Peachtree City, GA
Projects Currently Unfunded/Underfunded

Station 84 sewer connection	\$125,000	\$0	\$125,000
Station 82 parking lot renovation	\$125,000	\$0	\$125,000
Neely Fire Station Renovation	\$296,000	\$200,000	\$96,000
Replace Medic 84 (1998)	\$105,330	\$0	\$105,330
Replace Engine 85 (1989)(w/Quint)	\$434,000	\$0	\$434,000
Replace Engine 83 (1989)	\$330,401	\$0	\$330,401
Station 83 sewer connection	\$35,000	\$0	\$35,000
Station 83 repair and storage	\$60,000	\$0	\$60,000
Replace Fire Marshal vehicle (1990)	\$31,860	\$0	\$31,860
Replace Duty Officer Vehicle (1995)	\$26,122	\$0	\$26,122
Replace Training Officer vehicle (1994)	\$31,860	\$0	\$31,860
Replace EMS Officer vehicle (1996)	\$31,860	\$0	\$31,860
Replace Public Education Van (1985)	\$30,000	\$0	\$30,000
West Nile Virus Prevention Program	\$35,000	\$0	\$35,000
West Side Fire Station/Equipment	\$1,692,580	1,357,566	\$335,014
South End Fire Station/Equipment/Land	\$1,657,243	\$0	\$1,657,243
Sub-total - Fire Dept.			\$3,489,690
Totals:	\$12,168,319	\$1,757,566	\$10,410,753

Other Unbudgeted projects-**Costs yet to be determined:**

Wynnmeade South Playground
Flat Creek to Walt Banks Cart Path Conn.
Industrial Park Cart Path Connection
Sumner Road Cart Path
Hwy. 54 Median Landscaping- replacements
Leach Station Repairs
Gerald Reed Memorial Park

Major Future Infrastructure improvements: (costs are in the millions \$)

Cart Path Master Plan/Upgrade
Stormwater- replace deteriorating infrastructure

(1) Project begins June '03 - 18 months duration.

*** Note:** Costs listed above are in 2002 dollars and are subject to an average increase of 5% per year.

**** Note:** Costs listed above are for capital outlay costs only; they do not include operating costs.

**City of Peachtree City
GMA Bricks Mortar Funding Program
Sources Uses of Funds**

Attachment B

Sources of Funds

Property Values (Sale Proceeds)	
City Hall	
Structure	\$2,200,916
Land	\$1,189,898
Total City Hall:	\$3,390,814
Leach Fire Station (#81)	
Structure	\$980,000
Land	\$180,000
Total Leach Station:	\$1,160,000
Total Sale Proceeds:	\$4,550,814
Est. Interest Earnings:	\$50,000
Grand Total:	\$4,600,814

Uses of Funds

Construction Costs	Amount	
FY2002		
Closing Costs	\$39,284	Complete
Tennis Center Expansion	\$2,500,000	Complete
Amphitheater Improvements	200,000	Committed
Maintenance/Storage Facility (Kedron)	0	cut
South 74 Maint. Building Expansion	0	cut
Neely Station Improvements	200,000	Pending *
Smoke & Burn Training Facility	397,304	Complete
Facility Buildout Plan (City Hall)	234,974	Partial **
FY2002 Total:	\$3,571,562	
FY 2003		
Hwy. 54 W. Utilities Relocation	\$100,000	Pending ***
Kedron Large Pool Resurfacing	50,000	Pending
Rockspray Spillway Bridge	51,000	Pending
Concessions/Restrooms (M/P Rink)	0	cut
Weber Sta. Storage & Driveway Repairs	57,000	Pending
FY2003 Total:	\$258,000	
FY 2004		
Public Works 3-Bay Facility	\$100,000	Not Started
Gazebo Restoration	50,000	Not Started
Satellite Auto Shop Facility	228,750	Not Started
Facility Buildout Plan (Public Works)	234,532	Not Started
FY 2004 Total:	\$613,282	
Total Spent/Committed/Budgeted:	\$4,442,844	

Available from Neely Sta. Cut: \$157,970 Unallocated

Grand Total: \$4,600,814

~~\$613,282 Not Started~~

* Currently short \$96K from bid quote of \$296K.

** Includes \$81K for emergency repairs, approved by City Council 11/7/02.

*** Project Cost is \$326,609, shortfall is \$226,609. If \$157,970 available from Neely cut is applied, shortfall would be reduced to \$68,639.

**City of Peachtree City
Funding Option for Capital Projects
FY 2003**

Attachment C

Funds Available from Bricks & Mortar Loan:

Unallocated Funds:	\$157,970	
FY 2004 Projects not yet started:	<u>\$613,282</u>	
Total Funds Available:		\$771,252

Projects Requiring Immediate Funding Consideration:

Hwy 54 W Utilities Relocation (additional funding)	\$226,609	
Hwy 54 W Road Bridge Culverts (20% local share)	\$105,334	
* Hwy 54 W Road Bridge Enhancements (rails/lighting)	\$35,000	
* Sidewalks - South side of Hwy 54 W	\$50,000	
* Overlay District - Landscape Design	\$10,000	
* Overlay District - Codify Overlay Zone	\$8,000	
* LCI compatible signal poles (4 intersections)	\$60,000	
Neely Fire Station renovation (additional funding)	\$96,000	
Property Acquisition (ROW) (additional funding)	<u>\$44,308</u>	
Total High-Priority Projects:		<u>\$635,251</u>

B & M Funds available for FY04, or other priority projects: **\$136,001**

PIP Contingency or Operating Fund Items:

** City Hall Generator Replacement/Upgrade (debt service)	\$23,000	
Re-gravel Meade Parking Lot (temporary)	<u>\$7,000</u>	
Total:		\$30,000

* These projects are optional, but funds must be committed in FY 2003 to coincide with road & bridge projects scheduled to begin in June 2003.

** The cost of the generator is approx. \$100K, to be paid for over a 5-yr. Period.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Interim City Manager

VIA: Financial Services Director P.S.

FROM: City Engineer/Interim Developmental Services Director (2B)

DATE: November 4, 2002

SUBJECT: SR-54 Widening Project – Local Government Project Agreement

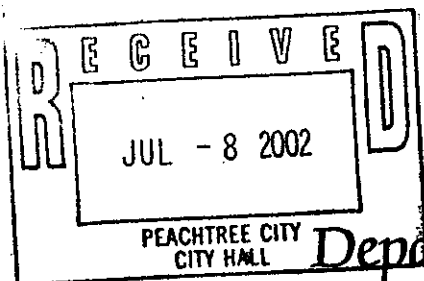
Attached is an updated local government project agreement (LGPA) with the Georgia Department of Transportation (GDOT) for utility relocation associated with the widening of State Route 54. We have an agreement in place currently, which was signed by former Mayor Lenox in 1993. Unfortunately, the Clean Air Act delayed construction on this project. This resulted in higher utility relocation costs due to economic growth in the late 90's, the advent of fiber optic cable, and the proliferation of communication infrastructure. What was estimated to cost the City \$153,680 in 1993 has now escalated to \$326,609.

The GDOT is asking the City to sign the updated LGPA to move the project along. In order for the widening project to stay on schedule for June 2003, the City will be required to fulfill its obligation to the Department by funding the utility relocation. We have maintained a line item in the budget for the cost of relocation in the amount of \$100,000, a figure we have held for many years in the PIP. Obviously, there is a shortfall of \$226,609 that is needed to fund the utility relocation.

I would like to recommend that Council sign the LGPA, with the estimated utility relocation costs of \$326,609, and secure the funding as the Financial Services Director advises.

Attachments

LGPA – Utility Relocation
GDOT Utility Cost Estimate – 1996
LGPA – Fayette County



Department of Transportation

J. TOM COLEMAN, JR.
COMMISSIONER
(404) 858-5208

FRANK L. DANCHETZ
CHIEF ENGINEER
(404) 858-5277

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

HAROLD E. LINNENKOHL
DEPUTY COMMISSIONER
(404) 858-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

July 8, 2002

Honorable Steve Brown
Mayor, City of PEACHTREE CITY
151 Willowbend Road
Peachtree City, GA 30269

Dear Mayor Brown:

SUBJECT: LOCAL GOVERNMENT PROJECT AGREEMENT

Project No. STP-164-1(30) Coweta Co. PI# 322060-

WIDENING SR 54/34 FM FISCHER CROSS ROAD/COWETA TO SR 74 /& FAYETTE

On 6/17/96 we sent a Local Government Project Agreement for the subject project to the City of PEACHTREE CITY. We are sending it again to see if you may now be in a position to sign it so this project can move forward.

Please indicate your support of this project by executing the attached Local Government Project Agreement. If you have any questions, feel free to call me at (404) 463-0966 or Thomas Howell, District Engineer in Thomaston at your convenience.

Sincerely yours,

For **Herman T. Griffin P. E.**
Office of Financial Management Administrator

HTG/kp
Attachment

cc: Thomas Howell
Thomaston District



Department of Transportation

J. TOM COLEMAN, JR.
COMMISSIONER
(404) 856-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404) 856-5277

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

HAROLD E. LINNENKOHL
DEPUTY COMMISSIONER
(404) 856-5212

EARL L. MAHFUZ
TREASURER
(404) 856-5224

July 8, 2002

LOCAL GOVERNMENT PROJECT AGREEMENT

In consideration of the proposed improvements, the City of PEACHTREE CITY agrees to provide or perform the following at no cost to the Georgia D.O.T. for project STP-164-1(30) Coweta Co., PI #322060-: WIDENING SR 54/34 FM FISCHER CROSS ROAD/COWETA TO SR 74 /& FAYETTE

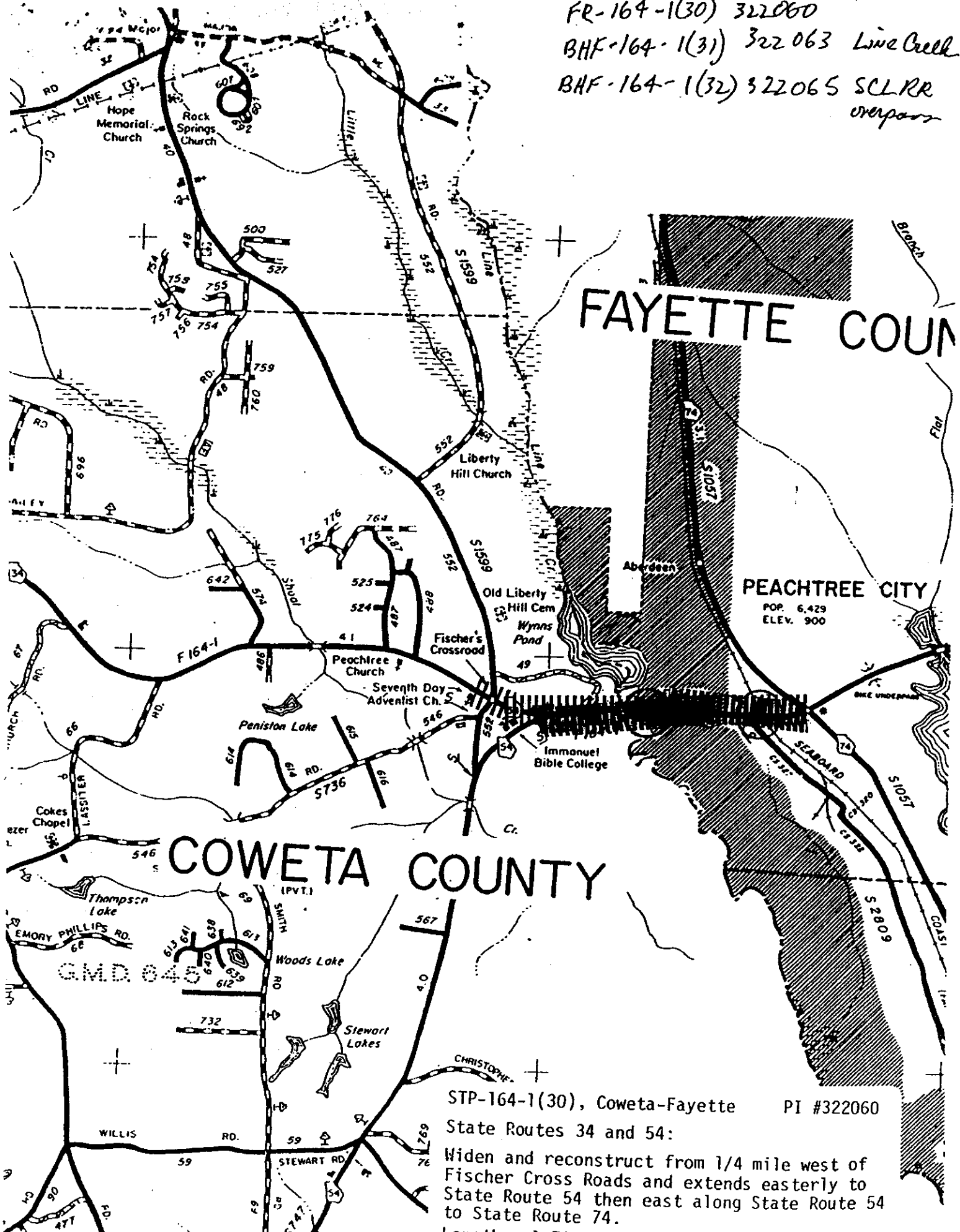
- ☐ Provide all rights-of-way and/or easements needed for the construction of the project and remove existing structures or obstructions within the rights-of-way.
- ☒ Make all utility relocations, adjustments or betterments of publicly owned utilities that are in conflict with construction of this project. Reimburse Georgia D.O.T. for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities.
- ☒ Relocate or adjust all privately owned utilities to clear construction of this project, including adjustments at railroad crossings if required.
- ☐ Furnish detours, local borrow and waste pits as needed.
- ☐ We support this project but choose not to commit any funding, realizing this may delay the project until additional funding can be found.

This _____ day of _____, 20____

APPROVED _____

City/County Official

FR-164-1(30) 322060
 BHF-164-1(31) 322063 Line Creek
 BHF-164-1(32) 322065 SCLRR
 overpass



STP-164-1(30), Coweta-Fayette PI #322060
 State Routes 34 and 54:

Widen and reconstruct from 1/4 mile west of Fischer Cross Roads and extends easterly to State Route 54 then east along State Route 54 to State Route 74.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA****INTERDEPARTMENT CORRESPONDENCE****FILE: STP-164-1(30) Coweta/Fayette County, P.I. #322060
SR-54/34 Widening****DATE: May 2, 2002****FROM: Thomas B. Howell, P.E., District Engineer****OFFICE Thomaston****TO: Herman Griffin, P.E., State Programming Engineer
Attn: Percy Middlebrooks****SUBJECT: UTILITY COST ESTIMATE**

Listed below are the preliminary reimbursable cost estimates from utility companies on the above project for the Fayette County portion of the project.

UTILITY OWNER	PRIVATE OR PUBLIC	TYPE OF UTILITY	REIMBURSABLE COSTS
Georgia Transmission	Private	Electric	31,608
Coweta-Fayette EMC	Private	Electric	45,001
Peachtree City Water & Sewer	Public	Water & Sewer	200,000
BellSouth	Private	Tele Comm	250,000
Fayette County Water	Public	Water	250,000
TOTAL			\$776,609

Pay for own

Pay for
own

326,609

Please send an updated Local Government Project Agreement to Peachtree City for payment of public and private utilities and include this information as an attachment.

KG:KB:pls

cc: Jeff Baker, P.E., State Utilities Engineer (Via: e-mail to Scott Greene)



Department of Transportation

State of Georgia

Thomaston District Office

July 25, 1996

Mr. Cam McNair, City Engineer
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

RE: STP-164-1(30) Coweta/Fayette, P.I. #322060
Widening State Route 54/34 from Fischer Road to State Route 74

Dear Mr. McNair:

As per your request, the following is a summary of estimated reimbursable utility costs by county for the subject project. Please be aware that these costs are estimates only and are based on the approved D.O.T. concept for the project.

FAYETTE COUNTY

Coweta-Fayette EMC -	\$ 18,680	
BellSouth -	\$122,000	plus a replacement 50'x50' easement for a fiber remote terminal site

Other companies which have facilities in the Fayette County portion of the project which could require adjustment/relocation are: Atlanta Gas Light Company, Fayette County Water, Georgia Power Company (Distribution), Georgia Utilities Company, Newnan Water, Sewer & Light Commission, and Oglethorpe Power Corporation. These Companies are on or over public rights of way and are responsible for the adjustment/relocation of their facilities.

COWETA COUNTY

Coweta-Fayette EMC -	\$ 13,000
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Other companies which have facilities in the Coweta County portion of the project which could require adjustment/relocation are: Atlanta Gas Light Company, Georgia Power Company (Distribution), Newnan Water, Sewer & Light Commission, and BellSouth. These companies are on or over public rights of way and are responsible for the adjustment/relocation of their facilities.

If we can be of further assistance, please advise.

Sincerely,

Joe B. Street
District Engineer

Gene Goins

By: Gene Goins
District Utilities Engineer

GG:ag



Department of Transportation

State of Georgia

#2 Capitol Square, S.W.

Atlanta, Georgia 30334-1002

J. TOM COLEMAN, JR.
COMMISSIONER
(404) 656-5206

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

HAROLD E. LINNENKOHL
DEPUTY COMMISSIONER
(404) 656-5212

BILLY F. SHARP
TREASURER
(404) 656-5224

January 16, 2002

LOCAL GOVERNMENT PROJECT AGREEMENT

In consideration of the proposed improvements, FAYETTE County agrees to provide or perform the following at no cost to the Georgia D.O.T. for project STP-164-1(30) Coweta Co., PI # 322060-:

WIDENING SR 54/34 FM FISCHER CROSS ROAD/COWETA TO SR 74 /& FAYETTE

- ☐ Provide all rights-of-way and/or easements needed for the construction of the project and remove existing structures or obstructions within the rights-of-way.
- ☒ Make all utility relocations, adjustments or betterments of publicly owned utilities that are in conflict with construction of this project. Reimburse Georgia D.O.T. for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities.
- ☐ Relocate or adjust all privately owned utilities to clear construction of this project, including adjustments at railroad crossings if required.
- ☐ Furnish detours, local borrow and waste pits as needed.
- ☐ We support this project but choose not to commit any funding, realizing this may delay the project until additional funding can be found.

NOTE: A similar agreement has been sent to Peachtree City.

This 13th day of June, 2002

APPROVED

Gregory M. Dunn, Chairman
Fayette County Commission

City/County Official

- (X) FAYETTE County agrees to relocate the water lines that are in conflict with construction of this project. Fayette County chooses to NOT reimburse GA DOT for any damages paid to the contractor for delay of construction caused by a delay in relocating the water lines.