

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Betsy Tyler, Public Information Officer / City Clerk 

DATE: July 18, 2016

SUBJECT: Coweta-Fayette EMC Franchise Agreement
July 21, 2016, City Council Meeting

Recommendation:

That Council consider the attached revised Franchise Agreement with Coweta-Fayette EMC.

Discussion:

The City Attorney has completed the attached update and revision to the Coweta-Fayette EMC Franchise Agreement. He will be available to address any questions at the July 21 City Council Meeting.

STATE OF GEORGIA

CITY OF PEACHTREE CITY

ORDINANCE

NO. 2016-__

AN ORDINANCE ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CITY PURSUANT TO OFFICIAL CODE OF GEORGIA § 36-34-2(7) TO ENTER INTO A CONTRACTUAL RELATIONSHIP WHICH GRANTS A STREET FRANCHISE TO COWETA-FAYETTE ELECTRIC MEMBERSHIP CORPORATION UPON SUCH CONDITIONS AS THE GOVERNING AUTHORITY OF THE CITY OF PEACHTREE CITY DEEMS NECESSARY AND APPROPRIATE, INCLUDING PAYMENT BY COWETA-FAYETTE ELECTRIC MEMBERSHIP CORPORATION OF A REASONABLE FRANCHISE FEE; AND TO PROMOTE THE PUBLIC HEALTH, WELFARE, AND SAFETY; AND FOR OTHER PURPOSES.

ORDINANCE ADOPTED AND ENTERED

by the

City of Peachtree City, Georgia

granting franchise to

Coweta-Fayette Electric Membership Corporation

on

_____, 2016

The within franchise accepted on

_____, 2016.

COWETA-FAYETTE ELECTRIC MEMBERSHIP CORPORATION

By: _____
Chris Stephens, President and Chief
Executive Officer

NOW, THEREFORE, BE IT ORDAINED THAT THIS AGREEMENT granting permission and consent to Coweta-Fayette Electric Membership Corporation and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the public rights-of-way and public places of the City of Peachtree City, Georgia (hereinafter referred to as the "City") in constructing, maintaining, operating and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and to engage in undertakings incidental thereto, is entered into this ____ day of _____, 2016.

SECTION I. The governing authority of the City of Peachtree City, Georgia, hereby authorizes the Company, for a period of thirty (30) years, to occupy and use the public rights-of-way and public places of the City within the present and future limits of the said City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or may become useful or practicable for public or private use, and to re-enter upon such public rights-of-way and public places from time to time as it may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further agreed that the rights, permissions, and consents herein contained are made for the following consideration and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City: (a) on or before the first day of March, 2016, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City during the year 2016, and (b) on or before the first day of March of each year thereafter during the term of this franchise a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City during the preceding calendar year, so long as the City itself shall not engage in any such competing utility business, and on condition that, in the event the City shall grant to any other entity the right to use and occupy its streets for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof.

2. The amount, if any, of any tax, fee, charge, expense, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales above provided.

3. Should the City itself ever at any time construct, purchase, lease, acquire, own, hold, use, or operate an electric lighting or power plant and/or distribution system, the payment of the percentage of gross sales herein provided to be paid by the Company, its successors and assigns, shall abate, cease, and be no longer due, and shall forever thereafter be uncollectible.

4. The work of erecting poles and all other work upon the streets and public places of said City shall be done under the supervision of the Mayor and Council of said City, and all sidewalks or street pavements or street surface which may be displaced by reason of such work

shall be properly replaced and relaid by the Company, its successors, lessees, and assigns, to the satisfaction of the Mayor and Council of the City.

5. The Company shall fully protect, indemnify, and hold harmless the City from all damages to persons or property caused by the erection or maintenance of poles, wires, or other apparatus, or conditions of streets, alleys, or public places resulting therefrom, for which the said City would otherwise be liable.

6. The Company shall, in constructing, maintaining, operating, and extending its poles, wires, and other apparatus, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the insistence of the City or for any purpose at the insistence of any other entity, private or governmental.

7(a). For purposes of this paragraph 7, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the public rights-of-way or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of forty-six (46) kilovolts or greater (hereafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv)

lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

(b). In the event that the City reasonably believes that the Company's Distribution Facilities either (i) obstruct or interfere with the safe use of the City's public rights-of-way and public places, or (ii) interfere with the construction or maintenance of the City facilities, the City shall notify the Company, and the Company shall then relocate, at its expense, the Distribution Facilities affected by such facilities. The Company's obligations under this paragraph shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of this agreement. Notwithstanding the foregoing provisions of this paragraph, the Company shall not be obligated to relocate at its expense any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) Distribution Facilities that are relocated in connection with streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(c). This paragraph 7 shall only apply to the relocation of existing Distribution Facilities, and shall not apply to the installation of new Distribution Facilities.

8. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the

Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

9. With respect to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize increased incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing

plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

Section III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

Section IV. Be it further ordained that the Company shall, within ninety (90) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

Section V. Be it further ordained that upon such acceptance, ~~all laws and ordinances,~~ ~~and~~ all agreements between the Company and the City, with respect to the Company's use of the City's public rights-of-way and public places, be and the same shall thereupon stand repealed and terminated, respectively, with the exception of any valid easements currently in effect.

Section VI. Be it further ordained that this ordinance and the Franchise rights granted herein shall be referenced as taking precedence if a conflict arises between this ordinance and any other ordinance or law of the City.

Section VII. Should any phrase, clause, sentence or section of this ordinance be declared unconstitutional by a court of competent jurisdictions, such determination shall not affect the remaining provision of the ordinance, which provision shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES TO ORDINANCE NO. 2016-_____]

SO ENACTED THIS _____ day of _____, 2016.

City:

MAYOR AND COUNCIL OF THE
CITY OF PEACHTREE CITY

(Seal)

By: _____
Vanessa Fleisch, Mayor

ATTEST:

City Clerk

Company:

COWETA-FAYETTE ELECTRIC
MEMBERSHIP CORPORATION

(Seal)

By: _____
Chris Stephens, President and CEO

ATTEST:

Secretary

City Council of Peachtree City

REVISED AGENDA

July 21, 2016

7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize 4th of July Parade Trophy Winners
 - Recognize Pam Dufresne – 15 Years of Service
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - June 7, 2016, Workshop
 - June 16, 2016, Regular Meeting
 - June 27, 2016, Budget Workshop
- VII. Monthly Reports
- VIII. Consent Agenda
 1. Consider Stormwater Maintenance Agreement – Somerby Phase 2
 2. Consider Stormwater Maintenance Agreement – RaceTrac
 3. Consider Surplus of Equipment – Ambulance
 4. Consider Agreement – EMS Medical Director
- IX. Old Agenda Items
- X. New Agenda Items
 - 07-16-01 Public Hearing – FY 2017 Proposed Budget
 - 07-16-02 Public Hearing – Consider Transmittal Resolution, 2016 Capital Improvement Element (CIE) Annual Update
 - 07-16-03 Public Hearing – Consider Request to Rezone 4.88-acre tract within Lexington Circle from LUC-16 to LUC-28
 - 07-16-04 Public Hearing – Consider Variance to Rear Setback, 609 Longer Drive
 - 07-16-05 Consider Contract Approval for Council Chamber AV/Lighting Improvements
 - 07-16-06 Consider Bid – Fire Department Burn Building Repairs
 - 07-16-07 Consider Findings of Hearing Officer in Ethics Complaint
 - 07-16-08 Consider Approval of Settlement Agreement with Shane Ficalore
- XI. Council/Staff Topics
 - *06-16-CA1 Consider Alcohol License – PTC Package Store, 1001 Peachtree Parkway N, Ste 1007/002 (Application has been withdrawn by applicant)
 - Update on Development Status – The Overlook, SR 54 West/Line Creek Drive
 - Ordinance Amendment & Action Preview
 - Ordinance Amendment – Land Development Ordinance (Tree Removal, Greenbelts, Transition Yards)
- XII. Executive Session
- XIII. Adjourn

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

City Council of Peachtree City
Workshop Minutes
June 7, 2016

The Mayor and Council of Peachtree City met in workshop session on Tuesday, June 7, 2016. Mayor Fleisch opened the workshop at 6:30 p.m. Council Members attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

The purpose of the workshop was to discuss:

- City Council Goals and Objectives – FY2016 Prioritization Finale
- Discuss Spillway Replacement – Design Options, Preferences
- Discuss SPLOST Projects List

- **Discuss Spillway Replacement – Design Options, Preferences**

City Manager Jon Rorie said the order of the items would be changed, and the spillway replacement would be first so it would be easier to connect everything at the end.

Dan Davis, Integrated Science & Engineering (ISE), reported that the team had crafted a work plan over the past two months to replace the spillway and refashion the dam, and they hoped to do the work without having to lower the lake completely again. There was a possibility the new spillway could be built immediately downstream from the current spillway. They planned to do the construction during the winter months when the grass was not growing.

Davis introduced the project team for the Lake Peachtree Spillway design. In addition to Davis, project principal, Rich Greuel of ISE, would provide program management. Leslie Baer would work with communications. Randy Bass from Schnabel Engineering would provide the spillway design, John Vermont from Corblu Ecology Group would take care of environmental permitting, and Annette Bowman of Bowman Landscape Design would oversee landscaping design.

Davis continued that the permitting was not expected to be extensive because the work would fall under the maintenance category. The trees on the backside of the dam would be removed, and the Community Garden would be exposed. There would be a new environment in the area.

Davis gave a brief history of spillway and dam, noting that two years ago, the Environmental Protection Division (EPD) had categorized the dam and spillway as Category 1, but the City was able to have the categorization changed back to Category 2. Davis continued that the dam would be designed to a Category 1 standard so there would be no questions in the future.

Bass explained Category 1 meant, if the dam were to fail, there would be loss of life. The City fought the reclassification and showed that no homes would have issues with water if the dam failed, so the state changed the dam back to Category 2. Category 2 dams did not kill anyone when the dams failed. Category 1 had stringent conditions for dams.

Bass continued that the most common deficiency for a Category 1 dam was that a spillway was not big enough for certain flood events. The City currently had a broad-crested spillway (approximately 150 feet wide with water flowing over it). Spillways that zigzagged, such as a piano key or labyrinth weirs, allowed a lot more water to flow over the current 150-foot space. Bass said the goal was to design the most cost effective spillway, which could be a combination of different types, including a gated weir. Another goal was to not increase the water out in the lake now during two-year to 100-year flood events. For over 100-year events, a Category 1 dam had to pass all the water through the spillway in a hurry.

The plan was to put the new spillway in front of (south of) the current one, then the old spillway would act as a cofferdam during construction. The lake would have to be drained a bit, Bass continued, but not as much as would be required if they took the existing spillway out.

Bass continued that, based on preliminary calculations, the piano key weir was narrower and should fit better in the space. There were no piano key weirs currently in the United States, but Schnabel was currently designing one in North Carolina. The piano key weir was more efficient than a labyrinth weir, but would cost more because of its shape. The additional cost of the concrete had to be balanced with the efficiency of the spillway, Bass said.

If the dam had to be raised, they would build a parapet rather than bringing in more dirt for the back side of the dam, Bass said. The type of spillway would determine whether there would be a two to three-foot high parapet on the dam. The piano key would not require this, but a labyrinth weir would. The City would have to decide if they wanted to be regulated by the state or try to maintain Category 2 status even though the dam would be built to Category 1 standards.

Vermont said the good news was that the Corps of Engineers said the current dam was serviceable and there was a nationwide permit for it, which was an easy set of permits that would be inexpensive and timely, usually taking 45 – 60 days. Permit 3A was a nationwide permit, renewable every five years, which allowed for minor deviations in configuration and took into account modern protocols and standards that would change over time. Vermont said it should be easy to make an argument for changing the broad-crested weir to a labyrinth or piano key weir as it was a safety and efficiency upgrade. Vermont said they would have to provide a fair amount of operational backup data to show the City was not trying to raise the lake and increase the pool area. There were a lot of allowances under the Permit 3A.

Vermont said they were assuming they would need a stream buffer variance from the Corps, although water supply reservoirs were exempt. The requirements for existing reservoirs with multi-purpose uses were murky. After discussions with City staff, the City had decided to go for the variance. Something could be triggered that would be outside the exemption while building the temporary access and construction roads. Vermont said his role was to stay proactive in the design process, so the City did not get too far away from the permits that were easier to obtain.

Davis noted they would be removing the trees on the back slope of the dam during the process. When the trees were removed, people would be able to see into the Community Gardens. Removing the trees was part of bringing the dam up to Category 1 standards.

King referred to the intergovernmental agreement with Fayette County regarding the lake, asking if the County was responsible for removing the trees from the backside dam. Rorie said the County would remove the trees near the spillway. Someone from EPD's Safe Dams program had come to look at the trees, saying the trees should not be cut unless the upgrades were made. Learnard said she also believed the County was responsible for removing the trees from the dam, and they could do it at a minimal cost. Rorie said they would look at the agreement.

Prebor said he did not want a gated spillway unless it was a great deal less expensive than the others due to the maintenance requirements. He asked which spillway the team recommended and was more cost effective. Davis said that Bass would begin working with the math equations and modeling them on the different options for weirs, adding they were not at a point yet where a recommendation could be made. They would be back with a recommendation.

Greuel referred to questions about the cart path, saying they could plan for a cart path bridge over the weir that did not have to be built as part of the project. Currently, there were one-way cart paths on either side of Kelly Drive. People driving golf carts had to cross the road to get to the narrow path in the direction they were travelling on the bridge. The foundations for the cart path bridge could be built as part of the design, then, when the City was ready, the bridge could be dropped onto the foundations. Greuel said Bass would need to know what the City wanted in order to include it on his design.

Fleisch asked if a path could be built over the dam. Greuel said it could, but it would be a new impact on the dam, which meant another permit process. Putting the bridge on top of the spillway allowed the City to have two projects on one permit. Fleisch said people would not be used to 30-foot swath of trees being gone. Having a bridge on that side would be more functional since people could get to the Community Gardens. Greuel said that could become complicated.

Davis said one idea would be to shift the driving lanes on McIntosh/Kelly so there was more room on the other side. A structural engineer would need to look at it. It was worth exploring. He noted that the Water & Sewerage Authority (WASA) had an aerial line supported on timbers in the area, so there was an existing impact. They could work with WASA on the cart path and stronger supports for the sewer line, so there would not be an additional impact. Vermont said that could work with the permitting.

Annette Bowman said any successful project would take input from residents. Bowman, who worked for the City at one time, said she had done quite a bit of work in the City as a landscape designer. She was very sensitive to what residents wanted. It would be a safe, passive area. She would be respectful of the engineering so the vegetation did not ruin the dam 20 years down the road. Landscaping was a way of guiding the eye to look at certain things. The design would include indigenous species that could handle intermittent wet feet in the low-lying areas and long lasting trees in the higher areas. A little bit could do a whole lot when put where it mattered. The landscaping would be the icing on the cake after the initial engineering.

Learnard asked why the trees had to be removed. Davis said the trees to be removed on the back slope of the dam were part of the process to bring the dam up to Category 1 standards.

Prebor asked why the bridge would be on the dam side. Fleisch said if the width was very narrow, it would not solve the existing issue. She wanted to explore the possibility of shifting the road to see if it was feasible and whether it would be too expensive. Learnard said if the wider path were over the spillway, they would not need the path on the other side of the road. If the road could be shifted, there would be more room on the dam side for a wider path. Prebor said it sounded expensive to move the path to the dam side of the road.

Ernst said the options for the spillway had been narrowed down, but he wanted to know if they were in the ballpark with the costs. Davis said the next time they came back they would have the preferred spillway option and a cost estimate that would include cart path options and landscaping. Ernst clarified Council did not need to tell the design team what they wanted at this meeting. Davis said that was correct.

Bass discussed the parapet wall on the dam, noting there would be waves during a storm event. The top of the dam had to account for the storm surge and wave action. He continued that in the City's case, the dam was so wide that the storm surge would not wash the dam away, but the state would still want something so the waves would not wash over the dam. The parapet would be there strictly for wave action and would tie into the spillway. Council was concerned that might

interfere with a cart path. Bass said it would be workable, but they were hoping they would not need a parapet. It would depend on how the spillway was engineered.

Fleisch asked how the old spillway would be removed. Bass said there would not be any blasting. Because they would get more water over the weir, the channel had to be wider than the spillway. They might need to trim off the point to make the entrance channel wider, but they would not know until the analysis was finished. The soil that came out would be used to fill depression in other areas. The piano key weir would be an attractive nuisance, and people would stop to watch the water flow over the spillway.

Davis said the spillway would be designed to Category 1 standards. In event of a breach, the water could get close to the three homes nearby but would not displace anyone. If Council wanted to make the additional measures to ensure safety for the residents downstream, the only piece lacking would be an Emergency Action Plan, which would be done at the end. Rorie added that inspections would also have to be done, and that's what had gotten the City in this position. Learnard clarified those would be a City responsibility. Davis said they would.

Davis continued that Council could voluntarily make the dam a Category 1 dam and it would be on the state's inspection list, but the dam they designed would meet the state's standards. Bass said the state could change the Category 1 standards, and the City would have to make the changes. Council consensus was to keep the dam as a Category 2 dam and to put an Emergency Action Plan in place. Bass said that the current dam would be good and safe once the trees were removed and the spillway was replaced. He recommended keeping it at Category 2 until the state said otherwise.

Corrine Key Hayes said the recommendation to build the dam/spillway to Category 1 standards, but leave it as Category 2 made a lot of sense, asking if the trees could be left where they were until a decision was made to make the dam a Category 1. Bass explained that trees on a dam were not good. The roots grew, and when the tree died, the roots rotted, allowing water to seep through the dam. The trees should not be on the dam, and it was a safety concern. Hayes asked that plenty of time be taken for the Corps permits, saying the Corps of Engineers and state agencies tended to have long time frames. She said there was a lot of interest in a passive design rather than an active design. She asked that the "clogging of debris" during storm events be taken into account during the design. Bass said during a big event everything not tied down would wash into the lake. Generally with a labyrinth or piano key weir, debris should wash over the spillway, but it would not be uncommon for some trees/floating docks to be on the spillway. A string of buoys could be put out on the upstream side, which would help keep debris out of the spillway, as well as canoers and boaters.

Eric Imker said the City was doing this right. He encouraged Council to not try to shoehorn a spillway in, but to do it right the first time. He suggested turning the current paths into a pedestrian paths and go with a 12-foot wide cart path over the spillway.

Imker continued that in December 2014 the City was notified the category of the dam had been changed back to Category 2. However, the state had retained the right to change the dam back to Category 1, which was one of the reasons driving the Category 1 design. He appreciated the efforts the City was taking. The City could purchase three homes that were the issue and eliminate the problem of Category 1 or Category 2.

- **Discuss SPLOST Projects List**

Rorie said he had received feedback from Council following the June 2 regular meeting, and some changes had been made. The estimated revenues for Peachtree City from a five-year Special Purpose Local Option Sales Tax (SPLOST) would be \$37,580,607. The estimated revenues for the City from a six-year SPLOST would be \$45,344,727. For practical purposes, the City's projects had been based on a five-year SPLOST.

No changes were recommended in the list for Public Safety projects. Most of the items were capital purchases. The Tier 1 projects for Public Safety included:

Project	Public Safety Project Description	Estimated Project Cost
Public Safety Vehicle	Replacement of Medic 83 Ambulance	\$246,000
Personal Protective Equipment	FD-Self Contained Breathing Apparatus Replacements	\$270,000
Radios	P25 Compliant Digital Radio Replacements for Police, Fire and Public Works	\$494,100
Public Safety Vehicle	Replacement of Fire Department Aerial Apparatus- Quint 84	\$1,000,000
Personal Protective Equipment	Police-Mobile Coban Camera Replacements- 20 @ \$6,000	\$120,000
Public Safety Estimated Total Cost		\$2,130,100

Rorie continued there had been some changes in the list for Parks and Recreation. One of the changes would be to find another name for Snake Island. The addition of a passive park would be discussed, but it was not removed from the list. He continued that Council decided to include the "splash pad" at Glenloch as a SPLOST project rather than in the General Fund budget. He removed the Battery Way restrooms from the list. Tier 1 projects for Parks and Recreation now included:

Project	Parks and Recreation Project Description	Estimated Project Cost
Snake Island	Development and addition of new passive park to enhance access to Lake Peachtree	\$200,000
All Childrens Playground	Addition of Bridge/Causeway ACP to Drake Field	\$250,000
Glenloch Recreation	Addition of "Splash Pad" feature to Glenloch Recreational Facility	\$330,000
Line Creek Park	Addition of restroom facility at Line Creek Nature Area Park	\$150,000
	10% Project Contingency	\$93,000
Parks and Recreation Estimated Total Costs		\$1,023,000

One project had been eliminated and the rest moved to Tier 2. Tier 1 Transportation projects included:

Project	Safety and Operational Intersection Improvements Project Description	Estimated Project Cost
Crosstown @ Peachtree Parkway	Add right turn lanes to facilitate efficient all four way stop intersection.	\$550,000
SR 54@ Planterra Way	Intersection improvements to facilitate side street traffic movement and eliminate split-phase signal to increase traffic flow along 54 corridor	\$650,000
SR 54@ MacDuff Parkway	Intersection improvements to facilitate side street traffic movement and eliminate split-phase signal to increase traffic flow along 54 corridor	\$650,000
SR 74@ N. Kedron Dr.	Extend left turn lane capacity of N. Kedron Dr.	\$300,000
	10% Project Contingency	\$215,000
Safety and Operational Intersection improvements Estimated Total Costs		\$2,365,000

Tier 1 Transportation road resurfacing/maintenance included:

Project	Road Resurfacing/Maintenance Project Description	Estimated Project Cost
Resurfacing	Milling, patching, leveling, and resurfacing of approximately 7 additional miles of roadway per year based upon the PACERS Rating System.	\$16,435,000
Maintenance	Seal Coat 8 Miles per year based upon the PACERS Rating System	\$1,680,000
	10% Project Contingency	\$1,811,500
Road Resurfacing/Maintenance Estimated Total Costs		\$19,926,500

Tier 1 Multi-use Pathway System tunnel and bridge maintenance projects included:

Project	Pathways Tunnel and Bridge Maintenance Project Description	Estimated Project Cost
	Costs Based on 2016 Competitive Bid Process	\$700,000
Pathway Bridges	Repairs and Maintenance for eleven (11) Pathway Bridges: B14, B17, B28, B23, B19, B24, B26, B03, B08, B21, and B27	
Pathway Tunnels	Repair and Maintenance for seventeen (17) Pathway Tunnels: T19, T06, T10, T11, T16, T05, T02, T03, T04, T08, T13, T20, T22, T24, T26, T28, T29	
	10% Project Contingency	\$70,000
Pathways Tunnel and Bridge Maintenance Estimated Total Costs		\$770,000

There had been a language change pertaining to the number of miles per year that Rorie said he had changed from 12 miles per year to avoid any confusion – the SPLOST funds would fund three miles per year in addition to the nine miles that would remain in the General Fund. Tier 1 projects for path repair and maintenance included:

Project	Multi-Use Paths Annual Repair and Maintenance Project Description	Estimated Project Cost
City Wide based upon rating	Resurface an additional 3 Miles per year based on resurfacing schedule allowing all paths to be resurfaced approximately every 8 years.	
	<i>Equipment Purchases</i>	
	750 Dump	\$90,000
	350 Dump Truck	\$60,000
	Asphalt Spreader	\$165,000
	S-Bobcat	\$60,000
	Root Cutter Machine	\$70,000
	<i>Supplies/Materials</i>	
	Additional Supply Costs: Gravel and Asphalt (\$73,000 per mile X 3 Miles x 5 Years)	\$1,095,000
	<i>Labor</i>	
	1-Equipment Operator, 1-Truck Driver, and 3- Maintenance Techs x 5 Years	\$1,500,000
	10% Project Contingency	\$304,000
Pathways Tunnel and Bridge Maintenance Estimated Total Costs		\$3,344,000

Some projects were moved to Tier 2, including a bridge at Crosstown/SR 74 and another bridge on SR 74 in the Westpark Walk/Smokey Bones area. One path was removed because it was not considered feasible since the Georgia Department of Transportation would not give a permit for a multi-use path in the right-of-way. Multi-use Path Access and Connectivity Enhancements included:

Project	Pathways Access and Connectivity Enhancements Project Description	Estimated Project Cost
Pathway Addition	SR 54 E (Peachtree East to PTC United Methodist Church (Master Plan 10 & 11)	\$88,000
Bridge Addition	SR 54 W multi-use bridge and gateway feature (Master Plan Project # 54)	\$1,971,000
Pathway Addition	N Peachtree Parkway Path	\$215,000

Pathway Addition	Flat Creek Nature Area (PAC/ MOBA to Crosstown Drive Master Plan #26)	\$217,227
Pathway Addition	North Peachtree Pkwy (Flat Creek Rd connection-Master Plan Project #14)	\$42,712
Pathway Addition	Crosstown Dr. Crossing (Master Plan Project #24)	\$26,993
Pathway Addition	Robinson Road - Whitfield Farms connection (Master Plan Project # 15)	\$132,000
Pathway Addition	Crosstown Drive (Wendy's connection-Master Plan Project # 25)	\$7,080
Pathway Addition	Paschall Rd(Master Plan Project # 48)	\$42,260
Pathway Addition	Huddleston Road (Master Plan Project # 50)	\$206,000
Pathway Addition	Cedarcroft to 74 Bridge Path via long drainage easement adjacent to MacDuff	\$200,000
Pathway Addition	Walt Banks and N. Peachtree Pkwy to Kedron Crossing	\$300,000
	10% Project Contingency	\$344,827
Pathways Access and Connectivity Enhancements Estimated Total Cost		\$3,793,099

Rorie said the Lake Peachtree Spillway/Dam Enhancements were programmed at \$2.2 million, and the focus was what to do to upgrade the dam to Category 1. Additional funding for Lake Peachtree included:

Project	Lake Peachtree Spillway/Dam Enhancements Project Description	Estimated Cost
Lake Peachtree Spillway	Replace Spillway to meet Category 1 Standards	\$1,000,000
Lake Peachtree Dam	Upgrade Dam to meet Category 1 Dam Upgrade	\$1,000,000
	10% Project Contingency	\$200,000
Spillway/Dam Estimated Total Cost		\$2,200,000

Tier 2 projects included two intersection projects. Rorie said there were no engineering plans for the projects yet. Putting the projects in Tier 2 would provide time for an assessment. The additional path and bridge projects were moved from Tier 1 to Tier 2 in the event there would be funding available. Some additional surfacing and maintenance was also added to Tier 2. Tier 2 projects included:

Tier 2		
	Transportation	Estimated Project Cost
SR 54 @ Commerce Drive	Add left turn lane extension and restrict left turn movements into and out of Commerce Drive	\$150,000
SR 74 @ S.Kedron Dr	Convert to right-in and right out only from S. Kedron Drive	\$30,000
	Additional Road Resurfacing/Maintenance	\$2,000,000
Multi-Use Path Access and Connectivity Enhancements Project Description		
Bridge Addition	HWY 54/74 Gateway Bridge (Access Avenue to West Park) CorkScrew? Location	\$1,971,000
Bridge Addition	Hwy 74/Crosstown Bridge/Tunnel	\$1,971,000
Pathway Addition	Police Station ()	\$51,523
Pathway Addition	Kedron Village retail path relocation (Master Plan Project #3)	\$18,195
Pathway Addition	Robinson Road (Camp Creek Estates connection- (Master Plan Project #18)	\$80,926
Pathway Addition	North Kedron Dr. Extension(Master Plan Project #58)	\$25,523
Pathway Addition	SR 54 E/Lake Peachtree multi-use bridge replacement (Master Plan Project #16)	\$539,000
Pathway Addition	Robinson Road (Crosstown Dr connection (Master Plan Project #19)	\$125,850
Pathway Addition	Crosstown Business Park(Master Plan Project #21)	\$72,628
Pathway Addition	Holly Grove Road (Master Plan Project #35)	\$69,282
Pathway Addition	Robinson Road (The Summit connection (Master Plan Project #28)	\$70,357
Pathway Addition	Line Creek Nature Area (Master Plan Project #53)	\$44,233
Total Tier 2 Cost Estimate		\$7,219,517

Rorie said the "Lazy River" project had been removed, saying the estimated cost was too low. Staff had gotten two quotes, ranging from \$250,000 to \$500,000. The recommendation had been to remove mobile restrooms and put them in the Public Improvement Program (PIP), and that adjustment had been made. Projects considered for elimination included:

Elimination		
Project	Parks and Recreation	Estimated Project Cost
Glenloch Recreation	Addition of "Lazy River" feature to Glenloch Recreational Pool	\$150,000
Mobile Facility	Mobile Restroom to facilitate Special Events	\$35,000
Transportation		
N. Peachtree Pkwy @ Loring Lane / Tinsley Mill	Install traffic calming devices at N. Peachtree Pkwy/Loring Lane and N. Peachtree Pkwy/Tinsley Mill	\$950,000
Pathways		
Pathway Addition	SR 74 South (Phase I Master Plan Project #41)	\$444,170
Total Reduction from Estimated Cost		\$1,579,170

Rorie reiterated the numbers used in the funding model were estimates. Currently, there were \$2,578,908 in undesignated funds. He planned to present the finalized list to Council on the June 16 agenda. The new funding model included:

Peachtree City 2016 SPLOST	
Projected Sales Tax Collections	\$37,580,607
Public Safety	\$2,130,100
Parks and Recreation	\$1,023,000
Transportation	\$22,291,500
Multi-Use Pathway System	\$7,907,099
Cat I Dam/Spillway Enhancements	\$1,650,000
Total Estimated Costs	\$35,001,699
Un-designated	\$2,578,908
Tier 2 Projects	\$7,219,517

Rorie continued that the City could not market a "yes" or "no" vote in support of SPLOST, but timely information could be provided to citizens. Staff was working on a package that would be available on the website and in paper at various City facilities. There would be maps showing the proposed multi-use path connections. He continued that Fayetteville had already adopted a project list, and the County was working on theirs. They were also waiting to find out if it would be a five- or six-year SPLOST.

Learnard referred to the list of path projects, saying she did not know what Master Plan Project #15 was. She thought Council would be done with the SPLOST list at this meeting, and there would be a map with all path projects shown. She thought they should be working on priorities, asking if the lists were in priority order. Rorie said they were all priority projects, but were not in numerical order. Learnard asked if they were going to prioritize the projects. Rorie said they were Tier 1 projects and would be done over a five to 10-year period. Learnard said not all the projects would get done. Rorie said all the projects on the list would get done, and he would not make a recommendation for a Tier 1 that could not be done in that time period.

Learnard said she did not know, for example, what they were saying when the project was listed as "Paschall Rd (Master Plan Project #48)" or what was being connected. Rorie said that was the point of the presentation. When the project list was put together, they would be shown on a map with the name and project number. He did not have that at this meeting. Ernst said Council was being asked if they accepted the list. If they did, then Rorie would do that.

Learnard asked, if SPLOST were to pass, would the City start with a practical implementation. Rorie said staff would start the projects immediately. Learnard said they could not all be done in the first year. Rorie referred to SR 54 W multi-use bridge and gateway feature (Master Plan Project #54), saying that project should not be done in year one, when engineering, design, and permitting had to be completed. The projects had to be timed, and other projects could be completed while the engineering, design, and permitting were being done.

Caren Russell said the idea of an information packet was wonderful for the website. It was very important to get the SPLOST passed. She suggested calling it a "resident information initiative," and to get the newspapers involved, to get the word out to the public. A public meeting should be held before the vote to answer questions. People needed to know a SPLOST was the cheapest way for residents, and non-residents, to pay for this. Publicity and education were hugely important.

Learnard said just as there was a link to the City's website, there should also be a link to the County website, so everyone could see all the projects laid out for the entire County. Rorie said it would be important to inform the public, but there was a limit to what the City could do. They had to know what the project focus would be. The information had to get out across all the communities and let everyone know what they would be voting for or against. Staff would do what they could within the limitations of the law.

Pam Kemp said she felt an urgency to get the information out about all the work that was needed on all the roads, and the word needed to get out that an FDR was much more expensive than regular paving. Rorie said the City's most valuable asset was its roads at an estimated \$80 million. If that asset was not repaired and maintained every year, it declined in value. It would cost more down the road, as well as the decline in the value of the asset.

Larry Milligan said there were a lot of older people in the City who were not computer literate, and they needed printed material. It should be made available, and she emphasized that they all voted. Rorie said they were looking at a booklet as well as tri-fold brochures that would be available at City facilities.

Prebor asked how the City could market the SPLOST information. Learnard said the City could inform voters. Rorie said there could be town hall meetings. The media could be involved. Some things could be done with social media and through **UPDATES**. Council could not say whether citizens should vote yes or no. Prebor asked if any of the funds spent on getting the information out could be budgeted. Rorie said no public money could be spent on getting the information out. There had been discussions with the Chamber of Commerce as a third party, but the City could not give them money to do it.

Michael Britt noted that residents paid a lot in stormwater fees, yet there were not stormwater projects on the list. Rorie said the City had stormwater utility, which kept those funds out of the tax base. It was an enterprise fund, adding there had been a debate on whether to use a utility or to have stormwater as part of the General Fund. Britt asked what the SPLOST would cost the average citizen. Rorie said it would be one cent on every dollar spent, adding that Fayette County was one of the few counties in Georgia that did not have a SPLOST.

Russell suggested hold meetings with homeowners associations, saying it might be more effective than trying to hold a large meeting few would attend.

Fleisch asked about changing the name of Snake Island and what deed restrictions could be placed on the island. Rorie said it would be done internally. Someone had suggested a "name that island" contest. He continued that City Attorney Ted Meeker had followed up and said the City could add a deed restriction regarding the scope for a passive park.

Eric Imker addressed Council regarding the proposed SPLOST, saying everything about it was good news. He assumed the SPLOST would be five years, adding that the General Fund would add \$1.8 million per year (generating \$9 million over five years) for roads and \$1.7 million per year (generating \$8.5 million over five years) to the SPLOST total. Imker said that would give the City \$55 million to work with on the infrastructure. He asked Council to consider a one mill decrease (\$9 million) in the property tax, which would leave \$45 million for roads and paths. If the SPLOST was not approved by the voters, the City could not re-designate the millage funds (\$17.5 million over five years) for roads and paths to something else. It had to be left in the budget for that purpose. Imker said that was what happened with the 2005 SPLOST. Council decided to use the money in the General Fund for something besides roads and paths. Imker said that caused a huge \$20 million problem for the City.

Imker continued that he had e-mailed the week before the meeting, saying an option should never be deleted from the list, but should be moved to Tier 2 in the event money came in than expected. If it was not on the list, SPLOST funds could not be used. It was fine to use SPLOST for cart path labor. He suggested using the undesignated funds for additional road and path maintenance in Tier 2. Prebor noted that the proposal was to use the undesignated funds as the City's contribution to the performing arts center. Rorie confirmed that.

Imker continued that half the roads in the City would be touched by the SPLOST over five years, adding that everyone drove and knew lots of repairs were needed. He pointed out two items on the Recreation list had been eliminated ("lazy river" at Glenloch and mobile restrooms for special events). He said that was the absolutely wrong to do things with the General Fund if SPLOST dollars could be used. All projects should be moved to the Tier 2 list rather than eliminated. He recommended adding \$1 million to Tier 2 to purchase vehicles for the Fire Department and Police Department rather than using bonds, which would save the City money on debt payments each year. Learnard asked if that should be considered if the SPLOST were to go six years. Imker said if it went for six years, the funding for the items should be increased. The County did not have to commit to the SPLOST until 30 days before the election. In early October, everything had to be identified, so the County had plenty of time to decide on a five- or six-year SPLOST.

Imker said the Category 1 dam/spillway was now listed properly. He liked using the term "investment" for Recreation projects, rather than "amenity." Citizen input was needed for the Lake Peachtree island, as well as from all citizens regarding any of the projects. He noted the proposed bridge on the island had been shown on the south end, but Imker felt the passive park should be on the north end. Learnard said that was a good point, and Council should also discuss a golf cart parking area wherever the bridge would be located, especially if it was exclusively a pedestrian bridge. Parking should be included, Learnard said, adding that there could be issues on the Fourth of July if a lot of people wanted to watch fireworks from the island. Rorie agreed.

Imker said two items on the "Elimination List" should be moved to Tier 2, especially the mobile restroom. He referred to the discussion at the June 2 Council meeting where Rorie and Council said the project could be moved to the General Fund. Imker said that was the wrong approach. General Fund money should not be used for something when SPLOST funds could be used. General Fund money could be used for anything, but SPLOST money had to be used to fund things on the list.

Imker noted the SPLOST rules, saying these rules were "super generalized:"

- Allowed to shift funds between projects, but all Tier 1 projects must be completed unless money runs out. Funds must be guaranteed to run out, [or] else...
- Funds must be returned to County to reduce debt, reduce ad valorem taxes, or both.
- How guaranteed to run out? Answer – Tier 2 Projects funded or additional funds to Tier 1 projects (Example: path/road maintenance).

Imker briefly discussed how "to sell" the SPLOST. He referred to a map that visually showed where the SPLOST funds would go in the County, which showed how the money was distributed to the municipalities. Imker said he would be the spokesman for SPLOST, and he would personally tell people to vote for it. He continued that only one of the last four SPLOST attempts had been approved by the voters, and it was only by the narrowest of margins. SPLOST referendums were defeated in 2010, 2012 (a transportation SPLOST for the Atlanta region), and 2014. Imker noted that the City would do what it wanted with its share of the money, as would the County and the other municipalities. According to Imker, City voters had not understood how the City would benefit from approval of the previous SPLOST referendums.

Imker continued that if a one mill (approximately \$100 – \$125) reduction in the City's property tax was included with the information given to voters, he believed residents would vote for approval. The actual cost of the SPLOST to a resident might be \$150, depending on spending habits. Using SPLOST to pay for Public Services vehicles and equipment would save the City approximately \$250,000 per year for principal and interest payments for each \$1 million in loans for the equipment. If two loans were going simultaneously (two \$1 million loans), it would account for the other \$25 spent for the additional one cent sales tax. The one mill decrease would mean City taxpayers would not be paying anything out of pocket if the SPLOST were approved. It was essentially a break even proposition. There should be a non-binding recommendation to decrease the millage rate for the next year.

Learnard asked when he was proposing the one mill decrease be done. Imker said it should be for the 2017 tax bills or the FY 2018 budget.

Hayes questioned where the money would come from if there would be no cost to the residents, adding she was unfamiliar with the details of the SPLOST. Learnard explained that instead of paying 6% on purchases at the local shopping areas, people would pay an extra penny, or 7%. The pennies added up, and they went back to the County. The County would distribute the pennies collected based on a formula, based on population and the current LOST distribution. All shoppers, including those from outside the County, would pay 7% in sales tax. Every year that Fayette did not have a SPLOST and the neighboring counties did, Fayette residents were paying into the coffers of other counties, while their residents did not pay into Fayette County's. Learnard continued that Imker said rolling back the property tax would break even. (More explanation was given to Hayes regarding the SPLOST and how it worked, but no one used the microphone.)

Rorie said staff had looked at three locations for the pedestrian bridge to the island and had spoken to the residents who lived in the area. Basically the island and area along the shoreline were all wetlands. There were strong objections to building a pedestrian bridge on the north end of the island and its impact on the wetlands. There would be less impact on the neighbors and the wetlands if something was done on the south end of the island, but the distance would be greater. City property was also available on the south end that could be utilized for parking golf carts.

Jay Scheibler said he had not realized there was so much City-owned land on the south end for parking. If the bridge was on the extreme north end, a longer bridge would be needed, but there

was a parking lot nearby. Learnard said there would be parking for the golf carts there. Fleisch and King both noted the parking would be limited. King continued that Council could make the decision on where to put the bridge during the five-year period of the SPLOST, so he did not see a reason to get "wrapped around this axle." Learnard said she was not convinced it was needed at all. She pointed out that the City would have to maintain a passive park, provide parking, and pick up trash. It would be an ongoing expense, asking why it was a good idea.

Imker, who also served on the Infrastructure Advisory Group, said he did not think any Battery Way residents had been a part of the group, but he understood King's point. This could be a Tier 2 project and discussed later. Learnard said she could support that. Prebor said they would have to get through all the Tier 1 projects first, and they could prioritize it later if it was in Tier 2. King and Ernst said they did not have any issue with doing that.

Marcia Brown, noting she lived on Battery Way, told Council she was very passionate about the wetlands remaining wetlands. She liked the idea of moving the project for the island to Tier 2 so there would be more time to look at everything. A cost of a 100-foot wooden bridge would be quite a bit. There was still a lot of undergrowth on the island, as well as an overabundance of deer because there were no predators on the island, which created problems for the lake. Teenagers liked to go to the island and drink because the underbrush provided a nice screen. She recalled that Rorie had mentioned clearing the underbrush and leaving the trees, which would become self-renewing and would not involve a lot of labor for Public Works once the underbrush was gone. She asked Council to consider that before the passive park. Brown asked that Council remember their homes were behind the island, and anything the City did would have a direct impact on their home values, including the drop in the home values when the island had been put in place and they lost their lake view.

Debbie Britt said the same problems would exist if the island were located anywhere else. Undesirable things happened on the island, and Council should consider what the cost would be if nothing was done. They recognized it was a community issue. The projects on the SPLOST list must be something that would resonate with everyone. The island had been a topic of discussion for a long time, and while \$200,000 was a lot of money, in the scheme of \$30 million plus, she saw no reason to move the project to Tier 2. If they compromised now, there might not be another shot to fix it.

Fleisch asked if the bridge had to be located to keep the project in Tier 1. Rorie said it did not, but they would need to clearly indicate what the scope of the project was. They could clear the underbrush and leave the specimen trees, even if there was not a bridge to the island. Nothing had been done in 30 years. Fleisch noted the island had been there since 1986 and the estimate to clear the island was \$176,000. Rorie said it needed to be adequately funded. Fleisch said the estimate for the land bridge, which would not work, and the clearing was approximately \$400,000. Rorie said there were three price points for the work, ranging from \$200,000 to \$700,000 (which included electricity, etc.). There were some compromises that could be made on the scope. Ernst said to leave it in Tier 1 and add another \$200,000 (total \$400,000) to fund removal of the underbrush.

Learnard said it made sense to move the mobile restroom and \$1 million for Public Safety vehicles to Tier 2. Rorie said the mobile restrooms had been moved to the Public Improvement Program (PIP) in the budget. Fleisch said she would like to add funds to the PIP to put in wires and street lights at the intersections on SR 54 at Walt Banks, Robinson Road, Peachtree Parkway, and Prime Point, saying when the poles were in, there were not street lights. The estimate was \$55,000 –

\$65,000 to do that. Learnard asked if some of the items in the PIP could go on the SPLOST list. Rorie said they could.

Learnard asked what would happen if the County decided on a six-year SPLOST. Rorie said they could expand some of the cart path projects and add more funding to the resurfacing program on an annual basis. It would just be another year of funding. Learnard said there were other projects that could be added, saying that was another reason to put the police vehicles on Tier 2. Rorie said there was still time to make that decision. The first thing they needed to know was how long the SPLOST would be, and then it would be easy to clean things up and put in some additional Tier 2 projects.

Ernst said there were not any police vehicles on the list. King asked that police vehicles not be included on the SPLOST list, as voters might vote it down. People looked at this as a "special" Local Option Sales Tax (LOST), and they would vote it down if there were items that should be funded by operational funds. That was one of the concerns with the SPLOSTs that had failed. He wanted to support this SPLOST, but he had concerns when operational items were included. A consensus of Council agreed.

Rorie said he would present the list for final approval on June 16. Learnard said she was ready to see the map with all the projects shown on it, and she thought they would be looking at the final list at this meeting. Rorie said he had needed the list to move forward with that detail. He would not engage other staff members to come up with that information unless it was on the list. There were 56 projects on the cart path master plan, and Rorie said the list had to be narrowed down so attention could be focused on those projects. Learnard asked if that had been done. Rorie said he hoped it had. Learnard said she still did not know what Master Plan #48 meant. Learnard asked Rorie to clarify that a map would not be ready until the projects were approved. Rorie said he understood her point, but he could not see doing all the work that had been done, only to tear it down.

Ernst recommended Rorie and staff move forward with the list as presented. The other members agreed.

- **City Council Goals and Objectives – FY2016 Prioritization Finale**

Rorie noted Council had given staff a list of goals to work on. Some had been completed and some had been tweaked. It was an ongoing process.

Rorie continued that Executive Assistant Debbie Lemay coordinated a survey with other Class B cities. The cities were asked what their millage rates were, and the list included the City (6.756 mills), Douglasville (7.338 mills), Duluth (5.991 mills), Gainesville (1.75 mills), Hinesville (11.51 mills), Kennesaw (8 mills), Lawrenceville (2.025 mills), Newnan (4.05 mills), Rome (6.8 mills), Statesboro (6.358 mills), and Dalton (2.511 mills). Duluth used SPLOST to help support their budget. Gainesville had a low millage rate, but it was based on 100% of value rather than 40%, and they had SPLOST funds. Lawrenceville, Kennesaw, Newnan, Rome, Statesboro, and Dalton also had SPLOST funds. Only Peachtree City and Hinesville did not have any SPLOST funds.

Rorie continued that the cities did not have all the same responsibilities. The big three were Public Works, Fire, and Police in any budget as they were capital and labor intensive. Douglasville, Duluth, Kennesaw, Lawrenceville, and Stockbridge were covered by their county's Fire Departments. Police and Public Works were included in all the cities' budgets. Recreation was either not covered, covered by the county, or had nothing in the budget in Hinesville, LaGrange, Lawrenceville, Newnan, Rome, and Statesboro. Peachtree City, Hinesville, Newnan, and Dalton

were the only cities to fund libraries. Peachtree City, Rome, and Statesboro were the only cities that had a Senior Center.

Rorie continued that each city also spent different amounts for Police and Public Works. He noted that Douglasville spent \$1,674,842 on Public Works compared to \$7,693,120 for Peachtree City, but Douglasville probably did not have 471 subdivision entrances and islands to maintain or 90-plus miles of cart paths. There were also big differences in amounts spent on Recreation and a Senior Center.

Rorie pointed out there was also a difference in numbers of employees. The City had 250 full-time and 106 part-time employees. Stockbridge had 70 full-time employees. Some cities had a bigger population, while other cities had more square miles than Peachtree City. Gainesville had 670 full-time employees and 32 part-time. The City tried to do a lot more with part-time employees than others did.

Rorie then gave an update on the following:

2015 Ongoing Goals and Objectives				
	Objective	Time	Who	Progress
1	Dredge Lake Peachtree	6 months	Council	Complete-Finally
2	Upgrade Battery Way Dock infrastructure	6-12 months	Jim Pennington	Underway-Bollards by Staff-Deck Seal
3	Examine funding options for path work (how to obtain funds, not how to spend the funds)		Council/Staff	Registration Fee increases, Millage Increases, and SPLOST initiative during 12-1-15 CC Workshop also exploring grant potential
4	Develop long-term plan for City Center Parks (including City Hall Plaza, Drake Field and connection to All Childrens Playground, Battery Way Park, Island and restrooms)	2 years	Council	Underway- Water installed, Grass is growing but electrical requires Georgia Power boring to complete electrical
5	Review/finalize organizational structure (Public Works and Community Services)	6-12 months	Council/City Mgr	Under review
6	Improve access for carts crossing Crosstown Drive	12-18 months	Staff/DOT	GDOT denied at grade crossing on HWY 74, plans have been developed for North to South Crossing across Crosstown. \$300K+ funding unavailable
7	Extend Right turn lane coming out of Planterra onto SR 54	12-18 months	Council/Engineering	Engineer Plans completed- will need to acquire easements(\$430 to \$490K)
9	Evaluate North Lagoon of Lake Peachtree - Dredging? Siltation sources? Silt collector? Ownership?	6-12 months	Engineering	ISE Task Order to explore options
12	Complete an inventory of City-owned sewer lines and lift stations to convey to WASA	6 months	Staff	Currently underway - inventory being completed
13	Determine Optimal maintenance costs for normal levels of service	on-going	Council/Staff	Depends on road resurfacing and cart path plans

Rorie continued that staff was reviewing employee benefits and were looking at different options, and the discussion would continue during the workshop on the FY 2017 budget discussions. The list going forward included:

	Going Forward			
	Objective	Time	Who	Progress
1	Connect annexed areas to path system (Publix East)	12-15 months	Council/Public Works	SPLOST Initiative
4	Evaluate expanding transportation options for Peachtree City Seniors		Council	
6	Review employee benefits including Defined Benefit vs 457 Plan	on-going	Council/Staff	Ongoing- FY 2017 Budget discussion

Rorie said Council should let staff know about anything else they wanted to include. Prebor said they had discussed a "communications" employee, asking if that employee was included. Rorie said there was a placeholder in the draft budget so it would be discussed during the budget workshops.

The workshop concluded at 9:12 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

City Council of Peachtree City
Meeting Minutes
June 16, 2016
7:00 p.m.

The Mayor and City Council of Peachtree City met in regular session on Thursday, June 16, 2016. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Fleisch recognized Stephen Stoyell of the Police Department as the Employee of the Month for his efforts to help a homeless family with several children that he encountered while on patrol. Stoyell and his team arranged for new car seats that met the current standards and helped the father find a job.

Minutes

June 2, 2016, Regular Meeting Minutes

King moved to approve the June 2, 2016, regular meeting minutes as written. Learnard seconded. Motion carried unanimously.

Monthly Reports

Prebor said the number of inspections shown were a good sign.

Consent Agenda

- 1. Consider Alcohol License – NEW – RaceTrac, 2722 Highway 54 West**
- 2. Consider Cancellation of July 7 Meeting**

Ernst moved to approve Consent Agenda items 1 and 2. King seconded. Motion carried unanimously.

Old Agenda Items

**05-16-02 Public Hearing – Consider Variance Request, Front Setback Requirements,
565 Dividend Dr**

Planning & Development Director Mike Warrix noted this was the 2.5-acre tract known as the Powers Storage Yard. The applicant was Tim Powers. Warrix said the issue that required the variance had been brought to staff's attention by Code Enforcement. An aluminum shed had been placed into the front setback along Dividend Drive. The required front setback for GI General Industrial zoning was 50 feet, and the shed was sitting at 39.6 feet.

Elaine Powers spoke on behalf of Dogfly, Inc., the property owner, noting that she had grown up in the City and had operated a business in the City since 1985. She was very aware of the environmental and aesthetic requirements of the City, and they had always tried to follow through.

The tract had an elongated triangular shape, Powers noted. One reason for the location of the shed was the solar panels and the need for security cameras on the parcel, which was being used by Universal Environmental Services, 411 Dividend Drive, to park their trucks. Powers said the solar panels and lights used less electricity than the high halogen lights. They had not planned to put the solar panels at the entrance, but the need for security cameras and other items Universal wanted on the property required the electricity to be located in that area.

Powers continued the original plans had been to set the shed further back, but the berm by the railroad track was not originally on the drawings. Originally, the road was to go to the back

edge of the property, another 10 – 12 feet. The plan was changed due to the office buildings approved for the other side of the railroad tracks, and the berm was built and the road was moved so they would not see the trucks coming and going. The shelter was located at the edge of where the fence opened and was as far back as it could be moved to accommodate the gate fully opening and closing.

Powers continued that she had looked for other triangular-shaped parcels in the Industrial Park, and she only found five, adding that was part of the problem; however, none of the other parcels were shaped quite like theirs. Their tract was extremely elongated. They felt not having an entrance in front of Atlanta Regional Airport – Falcon Field was important, so the entrance was moved closer to the railroad tracks. The move caused a significant loss of square footage and use of the property in that area. If the angle of the building had been turned, the aesthetics would not have been as good as they were. From the road, people would see a really angular-looking building that would not be as nice looking.

Powers pointed out the shed was 10.5 feet into the setback. She noted that Section 1205 allowed for a maximum encroachment of 25% (12.5 feet). Basically, one corner of the shed encroached into the 50-foot front setback. She noted there were other properties in the Industrial Park that encroached into the setback that were not on triangular-shaped lots.

The shed covered the gate and the solar power system used for the storage yard, which they felt was an added security measure. The solar inverter, outdoor power supply, emergency spill/safety box for the tenant, the tenant's connection to the security surveillance system, and the gate main mechanism were located underneath the shed. The structure's dimensions were 25 feet by 24 feet. Powers explained the solar inverter handled the power and fed it back to Georgia Power. The equipment needed to be placed in a semi-dry environment, and it was located in the middle of the shed. She added there were very specific requirements for that equipment. The fence was also inside the shed.

Powers continued that the facility was only used for parking of the Universal Petroleum trucks and employees' cars. She noted that the shed and the balusters had already been a blessing, saying that youths often raced in the Industrial Park, and one young man had lost control of his car and hit the balusters and was stopped at one of the shed's posts. A berm hid the entrance from the street.

The conceptual site plan for the lot had been approved by the Planning Commission. Putting what was on the conceptual site plan on the ground did not work as they had planned and was not as aesthetically pleasing as other areas. The shed encroached into the setback, but with the trees and the landscaping, Powers said it looked better. Powers said she checked the bill for the solar panels that day, and the bills were \$60 per month. She asked Council to consider letting them leave it in place, adding there would be a problem with moving the solar panels and equipment if they had to cut back or take down the shed. It also would not look as attractive on the lot. They would have to move the storage yard to another community where they had property. Powers thanked Rorie and Fleisch for their help in finding a place for Universal to park the trucks last year.

Fleisch opened the public hearing. No one spoke in favor of or against the variance request. She asked Council if there were any questions. Fleisch closed the public hearing.

Prebor asked Powers if they had received any guidelines concerning the setbacks when they obtained the permits for the shed. Powers said Tim Powers had gotten them, and she had not

been involved. Prebor asked if Universal Petroleum would use the parcel permanently. Powers said they probably would not, adding that at the time, there was an immediate need to find a place to park the trucks. There was no other property available. She said their company had done all they could to get the tract ready so Universal could park their trucks. The company was interested in purchasing the tract. There was currently a three-year lease, with the right to renew for another three years. Powers said her company was more interested in developing the tract later on.

Prebor asked what the 25% for the setback meant. Warrix said that was the criteria for an administrative variance. When the application was processed, it was determined the request did not meet the criteria. Warrix continued there were provisions in the zoning ordinance that allowed the zoning administrator to grant an administrative variance. If it was proven the encroachment was less than 25%, then an administrative variance could be approved by staff. Warrix said he did not believe this request fit into that category. Powers said the encroachment was 10.2 feet, which was less than 12.5 feet (25%), so she was confused as to why that had not applied.

King said the original plat had the entrance by the railroad, which was where the road was located currently. From that entrance, King said the distance from Dividend to the corner of the shed in the encroachment was approximately 120 feet. Powers said it was about that distance. She continued that in order to move it back, the entire fence line would have to move back 20 feet. King said that they would almost have to enter from that side because of the shape of the lot and the turnaround space. He asked if the shed covered the length of the gate. Power said it did. King asked if cantilevering the shed would help. Powers said cantilevering the shed would impose the shed into the gate area, and there would be issues regarding the trucks coming through the gate.

Meeker clarified that the administrative variance could not be granted because the ordinance allowed for 25% of required front setback, up to a maximum of 10 feet. The encroachment was slightly over 10 feet.

Fleisch noted that Code Enforcement had found the building was in the setback, asking if anyone had asked questions regarding the encroachment. Powers said Tim Powers had talked to Planning and Zoning and had been putting all the electrical and solar information together, but she could not answer why he had not followed through. King noted the structure was not a permanent building, but was a shed. Powers said the posts were bolted in concrete, and the security camera and gate security were located under the shed. The shed could be removed when it was no longer needed.

Learnard said were some fundamental building blocks that had not been followed – get a permit and respect the setbacks. She said she could not support the variance request.

King said it was a temporary building that could be moved and was concealed by a berm, which concealed it from the road with the exception of the entrance that was 120 feet away. He had no problem approving the variance.

Ernst said he was battling with the fact that they knew the shed would be in the setback, but decided to do what they thought was best.

Powers said Tim (Powers) had said he felt it was in the setback, but had not measured it, and all of the shed but the front corner was outside of the setback. Part of the problem was the

decision to place the shed parallel to the entrance to make it look better. A jagged point and an angle would be seen from the road if the building was at an angle. Ernst said every variance stood on its own merit. In this case, he did not have a major problem with what was there, but with the fact they knew about the problem and did it anyway.

Warrix said there were two other issues that would require variances. The rear setback was also 50 feet, and according to the site plan, they were not in compliance. The chain link fence along Dividend Drive was located in the tree save and landscape buffer.

King asked how long the facility had been operating. Powers said it had been almost one year on their tract. It had been located in 350 Dividend, one of the old Photocircuits buildings, and the owner of the building asked Universal to vacate the property.

Learnard moved to deny the variance request for 565 Dividend Drive. Ernst seconded. Motion carried unanimously.

New Agenda Items

06-16-03 Discuss/Update MacDuff Parkway Road Construction

City Manager Jon Rorie noted progress was being made, then Bob Rolader, Scarbrough & Rolader Development, gave the report. The project was approximately two miles in length. There had been issues with permitting, but the road was being built.

Rolader said they had been struggling with the permitting from the Corps of Engineers for years. There were also hydrology issues, as well as the permitting problems with CSX Railroad. Construction was fully engaged. There would be two main crossings, grading was going on, and they were working on raising Senoia Road seven feet.

The CSX Railroad permit was "this close," Rolader said. They had already paid \$250,000 required for the railroad flagman and had obtained a \$350,000 letter of credit to ensure they did not damage the railroad in the process. He explained that the flagman, who would be onsite everyday they were working, would know when the trains were coming (six to eight passed through the City each day), and all employees and equipment would have to stop work and move until the train had passed. The work had to be done according to the railroad's criteria. They were still struggling with some small structural items within the permit.

The cost of the road would be \$8 million, and it would be donated to the City upon completion, Rolader said. The expected completion date, depending on the weather and CSX permitting, was July 1, 2017. The north section of the road had to be completed so the bridge construction could begin. There would be some overlap of the sections, but the expected completion was July 1, 2017.

Rorie showed video footage shot using a drone, which gave an idea of the length and complexity of the project. The two subdivisions were Everton and Cresswind. Rorie said there was no way to know how long it would take the developments to build out except by looking at past projects. He noted that The Gates annexation had taken place in 2013, and 40 of the planned 88 homes had been built. Everton had 679 lots. If 25 homes were built each year, it would take 27 years to complete the subdivision. If 100 houses were built each year, then the buildout would take 6.9 years. Cresswind had 650 lots planned. Twelve permits had been issued in the last 12 months, and no houses had been built. At 100 homes per year, it would take 6.5 years to build out.

The projected completion of MacDuff Parkway was July 2017. Rorie said that, statistically speaking and drawing on past performance of other developments, there might be 50 homes in the area within the next 12 months. Both developments could have a maximum of 100 certificates of occupancy issued before the road was finished. Mathematically, neither development would reach that point before the road was completed.

Fleisch noted the original cost estimate had been \$6 million for the road, including the bridge. Rolader said that was correct, but there had been a lawsuit and other things that had occurred. Materials and labor had gone up that much, Rolader added.

Ernst asked Rolader how close they were to getting the CSX permits. Rolader said they were \$550,000 into it, and there continued to be a struggle on some details. They felt confident the permits would be issued. The work on Senoia Road must be completed before they could start on the bridge. The timing looked like it would work out. They hoped to start on the bridge in the next two or three months.

Jay Scheibler asked if there would be any more fees owed to CSX for permitting. Rolader said that seemed to change once a week, but he believed the bulk of fees had been paid. Scheibler asked if any improvements at SR 74/North Kedron intersection would be needed. Rorie said staff believed the left turn queue length might need to be extended in the long term, but it was not required. It would be a planning project. Scheibler asked if a traffic signal would be needed at MacDuff Parkway/Senoia Road. Rolader said that was part of the road project. Scheibler said he was concerned about the at-grade golf cart crossing that would be at that signal. Rorie said staff was looking at that, and he would follow through with Scheibler.

06-16-04 Consider IGA with Fayette County for Timber Bridge Sealant

City Engineer Dave Borkowski asked Council to authorize Mayor Fleisch to sign the intergovernmental agreement (IGA) with Fayette County to seal and make repairs to the multi-use path timber bridge across Camp Creek on Redwine Road (adjacent to The Preserve). Borkowski said the bridge, known as the Redwine Road Timber Bridge, was installed by the County, and half was located in the City and half was in the unincorporated County.

Borkowski continued that the County had received grant funds from the Georgia Department of Transportation (GDOT) to build the bridge, and the City had allowed the County to connect to the path system. An IGA was not entered at that time regarding maintenance. Since then, there had been significant deterioration to the bridge, and the bridge had been included in the bid to seal all of the City's timber bridges to help preserve and maintain them. The cost to seal the 342-foot long bridge was \$29,975, and the IGA would require the County to pay 50% of the cost, which was \$14,987.50 for two coats of sealant. One reason for the high cost was the requirement to brush and roll the sealant rather than spray the wood sealant and water repellent.

Borkowski continued that the sealant was supposed to be applied every five years. Approximately 12 deck boards were also rotten and needed to be replaced. The railing would have to come down in order to replace the boards. The County staff was in agreement with the conditions in the IGA, which would be placed on an agenda in the near future for the County Commissioners to consider.

Should the County approve the IGA, then it would come back to the City and staff would put it on an agenda to approve the base bid for the work and include the bridge as an addition to the bid. Holbrook Waterproofing had submitted the lowest bid, and Borkowski reported the company had applied sealant to City Hall and the Library in the past.

Prebor asked if the timber bridge sealant could be re-bid or if another company could be considered. Prebor, whose business included construction, renovation, and maintenance, stated that the \$30,000 bid was too high. Borkowski said it was a competitive bid, but staff would do as directed by Council. Prebor said he knew he could not bid on it, but felt the bids submitted were too much for the work that would be required.

Learnard asked if approving the IGA would hold the City to the bids. Rorie said that, technically, Council could approve the IGA, then bring it back for bid award; however, staff had intended that the IGA and the bid be considered together. City Attorney Ted Meeker noted that the IGA included Holbrook in the language.

Learnard pointed out that the IGA had included the four contractors that submitted bids, with the base bids, extra work, and a total, asking Prebor if all the bids were out of line. Prebor said his company could do the work for two-thirds of the lowest quote, but his company could not submit a bid. There was nothing special included in the work.

King said he was glad the City had inspected a bridge that the County probably had forgotten about. They could look at the cost when the bids came back for approval.

Rorie said another consideration had been to have the work done in-house. The bids might be elevated, but the bids were competitive. Once the bridges were on a maintenance cycle, in-house people could be utilized in the future. They had to get to a point where that could be done in the future.

Meeker said Council could approve the IGA subject to accepting the lowest bid discussed or rebidding the project.

Learnard said she could accept the Holbrook bid. Fleisch noted that the closest bid to Holbrook's was \$20,000 higher.

Ernst moved to approve New Agenda Item 06-16-04, the IGA with Fayette County for Timber Bridge Sealant. King seconded. Motion carried 4-1 (Prebor).

06-16-05 Consider Adoption of SPLOST Project List – Revised Memo from City Manager

Rorie noted that he had revised his original memo, and a copy was on the dais. He would discuss the timeline and what was happening, noting that work on the Special Purpose Local Option Sales Tax (SPLOST) began in November 2015 when the city managers discussed what was needed, which led to the formation of the City's Infrastructure Advisory Group. The group was tasked with looking at and prioritizing approximately \$83 million in projects. The list was narrowed down after 10 meetings of the advisory group. This was the fifth public meeting the City had held associated with the project list.

The statutory requirements for a SPLOST included a timeline that must be followed, Rorie said. Work had been going on for months. The need now was to meet and get a checklist from the County Commissioners. It was a special purpose county-wide tax, and the only group that could call for a SPLOST was the Board of Commissioners. The cities had no say in the ballot initiative, but they were working with the County to develop a feasible project list.

One of the checkmarks was to meet and confer with the County Commissioners. Rorie said Council would need to approve the project list at this meeting, so he could help draft an IGA with

the County Manager and the other city managers, which they hoped to present to the County Commissioners on July 14.

Rorie continued with the key points of the IGA, which would be vetted by County Attorney Dennis Davenport and Meeker. At first, the discussion centered on a four-year term for the SPLOST with the distribution based on the Local Option Sales Tax (LOST). The distribution had been modified and was now based on population (2010 Census), which meant the City would receive 2% more than originally proposed. All the mayors in the County had participated in the discussion.

While the discussion had centered on a five-year term, Rorie said the cities were united in asking the Commissioners to call for a six-year SPLOST. There would also be language allowing for flexibility in bonding some of the projects, so the SPLOST proceeds could be used to pay for the bonds, which would allow the cities to get some of the projects done more quickly. There would also be language regarding excess revenues, which would also be distributed equally. Rorie added that the law allowed the County to collect the excess revenues as opposed to distributing the funds to the cities.

There would be follow-up meetings with the mayors and city managers, and the proposal would be ready for the July 14 Commissioners meeting. The Board of Education would brief the Board of Commissioners on the performing arts center at the June 28 meeting, and it would also be on the July 14 agenda. The County would have to call for and adopt a resolution, then forward it to the Elections Superintendent, by August 22. The resolution for the call from the Commissioners must list the projects for the SPLOST. It could not be vague, and it had to be very specific.

Staff had developed a SPLOST program manual, 69 pages in length, which discussed the City's projects. It provided clarity on the 32 projects in different categories. It was a five-year project program manual with \$37,580,000 in projects. Tier 2 projects were identified at \$9,713,000. Cost estimates had to be identified and matched with the potential revenue. Rorie hoped to have the manual on the City's website on Monday, June 20. [A copy of the project list (known as Attachment A) is attached to the minutes.] Every local government was developing its own project list.

There were still \$2.5 million in undesignated funds. The City's road network was its most valuable asset, valued at \$84 million, and \$19 million was dedicated to it. The General Fund budget included \$1.8 million annually for road resurfacing, which was the equivalent of 3.9 miles. The City was 69 miles behind in road maintenance. Learnard noted the SPLOST funds spent on resurfacing would be in addition to the City's annual plan. Rorie said that was correct. An additional seven miles per year could be maintained in addition to the three miles included in the annual budget. Learnard noted that would catch the City up on the work.

Rorie looked at the intersection improvements on the list, noting there was a traffic problem on SR 54. The list included improvements at SR 54/Planterra Way, SR 54/MacDuff Parkway, SR 54/SR 74, and SR 74/North Kedron Drive, which had been added as a planning project. He added that the demand for the improvements at SR 74/North Kedron Drive, which was the outlet for the extension of MacDuff Parkway, might not be there tomorrow, and it was programmed in 2021.

Rorie continued that the IAG felt it was important to look at connectivity for the path system throughout the City and path maintenance. The City's budget included \$1.8 million for the path system every year. The multi-use path system was the City's signature amenity, and staff wanted to get it on a cycle of repaving every eight years. The use of SPLOST funds would make that happen.

Projects identified in Tier 1 were priority projects over a five-year period, and projects in Tier 2 had been identified as potential projects based on available funding, which would come from either other projects that came in under budget or from excess revenues. The Tier 2 projects would be included in the IGA for the SPLOST funds.

Rorie discussed the cultural arts/performing arts center, which was included on the Tier 2 project list and identified as Project #33. Staff had been involved in discussions regarding the center. The conversation was continuing. Everyone viewed the projects differently, and the center was not an exception. The project list could not make everyone happy, but the list should be viewed in totality and in terms of what would be accomplished. More than 84% of the estimated SPLOST revenues were dedicated to infrastructure projects – road resurfacing, Lake Peachtree spillway, cart paths, and more. Six percent was dedicated to Public Safety, and 3% was dedicated to Parks and Recreation. Another 4% was for enhancements to the dam and potential spillway on Lake Peachtree.

None of the funding had been dedicated to the cultural arts/performing arts center at this point. Rorie asked Council to provide direction for the cultural arts/performing arts center, and to specifically allocate the \$2,494,000 in undesignated funds in to the center. He also recommended another \$85,000 be placed in Public Safety contingency fund, which would balance out the revenues with the expenditures.

The "i's" needed to be dotted and the "t's" crossed, Rorie said. He asked Council to approve Attachment A as modified and authorize the City Manager to begin development of an intergovernmental agreement that would be based on population distribution, term of six years, and include language for bond flexibility and excess revenues. He pointed out that an ad valorem tax increase of 3.89 mills would be needed to accomplish the same goals.

King said Council needed to adopt the list and move forward. Prebor said he liked it too, and thanked everyone for their work. Ernst appreciated the citizen involvement, and King added that the City could correct \$37 million in infrastructure problems in seven years, instead of pecking away at it for 20 years or more.

Ernst moved to adopt New Agenda Item 06-16-05 Consider Adoption of SPLOST Project List with the revised memo from the City Manager. King seconded. Motion carried unanimously.

06-16-06 Consider Participation in County-wide Branding Initiative

Rorie said the City had been asked to participate in the County-wide branding initiative, noting that Carlotta Ungaro, president/CEO of the Fayette County Chamber of Commerce, would address Council. Ungaro said the Fayette County Development Authority (FCDA) had started the discussion on "branding," and the Chamber of Commerce had taken it on. A fresh brand and better messaging was needed. There were three goals – economic development, talent recruitment (people of workforce age), and community cohesiveness. She asked the City to participate and co-brand with the County, which was one reason they were asking all the communities to participate.

Ungaro continued that an 18-member task force would evaluate the branding companies that submitted proposals. The Request for Proposals (RFPs) had been sent out the day prior to the meeting. The goal was to have something to present in the 4th quarter of 2016. The cost estimate was based on a target of \$90,000. If the RPFs came in for less, the remaining funds would be used for implementation of the plan. Since it would be a County-wide project, there

had been a County-wide request, and Fayette County had provided \$25,000. Fayetteville had committed \$7,500, Tyrone had given \$3,000, and the FCDA had put in \$10,000. The Chamber had also approved \$10,000 from their budget. They were asking the City to contribute \$10,000, and were also asking the Convention & Visitors Bureau for \$4,000, and \$350 each from Brooks and Woolsey. The fees were based on the pro rata share of population. The total was approximately \$20,000 short, and Ungaro said she had started asking some of the larger industries in the County. She had not gotten any affirmative confirmations yet, but she had gotten positive feedback from the companies.

Once the campaign was done, Ungaro said the FCDA would manage the economic development piece while the Chamber would take on talent attraction in concert with the Atlanta Chamber of Commerce's "Choose Atlanta" campaign. Enhancing the County's appearance on Atlanta's website would help the County a great deal, Ungaro said. She said she would report to Council on certain milestones.

King said he did not think Council should say no. Prebor said the City and County needed this, and they could all work together. King moved to approve New Agenda Item 06-16-06 the Participation in County-wide Branding Initiative not to exceed \$10,000. Prebor seconded. The motion carried unanimously.

Council/Staff Topics

There were no Council/Staff topics.

Executive Session

Learnard moved to enter executive session for the potential acquisition or disposal of real estate and pending or threatened litigation at 8:46 p.m. King seconded. Motion carried unanimously.

Learnard moved to reconvene into regular session at 9:03 p.m. King seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Learnard seconded. Motion carried unanimously.

The meeting adjourned at 9:05 p.m.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

City Council Monthly Report

DEPARTMENT:
SUPERVISOR:

PLANNING & ZONING
DAVID RAST

FISCAL YEAR:
CREATOR:

2016
KATHY GRAY

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	COMPARISON CHART		
													YTD FY 2016	YTD of FY 2015	YTD of FY 2014
BUILDING DEPARTMENT															
RESIDENTIAL BUILDING PERMITS															
Single Family Units:	2	0	5	0	0	4	5	9	19				44	22	7
Single Family C.O.'s	4	1	2	2	11	2	5	1	6				34	9	10
Multi Family Units:	0	0	0	0	0	0	0	0	0				0	0	0
Multi Family C.O.'s	0	0	0	0	0	0	0	0	0				0	0	96
Miscellaneous*:	83	52	105	65	109	97	91	65	64				731	252	883
INSPECTIONS:	307	220	213	278	289	351	353	345	379				2,735	835	747
NON-RESIDENTIAL BUILDING PERMITS															
New Construction:	0	0	5	2	0	0	0	0	2				9	4	2
Non-Residential C.O.'s	2	1	6	5	1	7	2	3	0				27	36	21
Expansion\Renovation\Tenant Finish:	5	5	4	2	2	4	6	4	16				48	20	25
Miscellaneous*:	12	4	5	5	8	8	4	17	21				84	25	6
INSPECTIONS:	100	56	116	153	89	72	81	80	115				862	331	410
DEVELOPMENT PERMITS															
POPULATION ESTIMATE^	34,611	34,613	34,617	34,621	34,644	34,648	34,658	34,660	34,673				34,673	34,555	34,521
BUILDING PERMIT FEES	\$ 32,239	\$ 40,382	\$ 89,575	\$ 29,215	\$ 35,163	\$ 58,903	\$ 71,297	\$ 63,606	\$ 127,199				\$547,579	\$ 226,046	\$ 149,087
PLANNING DEPARTMENT															
Tree Removal Permits:	87	73	38	47	92	146	576	85	93				1,237	258	197
Sign Permits:	\$ 500	\$ 300	\$ 1,100	\$ 500	\$ 700	\$ 200	\$ 1,000	\$ 400	\$ 1,050				\$ 5,750	\$ 160	\$ 1,200
Banner/ Special Event Permits:	\$ 265	\$ 135	\$ 120	\$ 170	\$ 225	\$ 160	\$ 130	\$ 330	\$ 140				\$ 1,675	\$ 475	\$ 730
New Construction Plan Reviews:	\$ 12,136	\$ 1,199	\$ 3,362	\$ 838	\$ 1,558	\$ 2,455	\$ 3,060	\$ 2,211	\$ 9,056				\$ 35,875	\$ 13,967	\$ 4,498
Other Plan Reviews\Permits*:	\$ 550	\$ 350	\$ 555	\$ 150	\$ 200	\$ 500	\$ 683	\$ 5,192	\$ 200				\$ 8,381	\$ 10,281	\$ 9,887
Misc permit fees	\$ 650	\$ 250	\$ 650	\$ 1,492	\$ 400	\$ 1,985	\$ 250	\$ 250	\$ 550				\$ 6,477	\$ 460	\$ 339
Fire Department Permit Fees:	\$ 650	\$ 2,210	\$ 1,937	\$ 2,270	\$ 800	\$ 1,100	\$ 1,550	\$ 1,750	\$ 5,238				\$ 17,505	\$ 6,016	\$ 5,640
TOTAL PLAN REVIEW FEES	\$ 14,751	\$ 4,444	\$ 7,724	\$ 5,420	\$ 3,883	\$ 6,400	\$ 6,673	\$ 10,133	\$ 16,234				\$ 75,662	\$ 32,799	\$ 22,294
TOTAL FEES COLLECTED	\$46,990	\$44,826	\$97,299	\$34,635	\$39,046	\$65,303	\$77,970	\$73,739	\$ 143,433	\$0	\$0	\$0	\$ 623,241	\$ 258,845	\$ 171,381

Miscellaneous permits are Enclose, Drivak, Additions,Renovations, Remodelings, etc.

* Based on 2.39 people per residential CO

^ Other plan reviews, Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

<=> Due to software conversion figures not available.

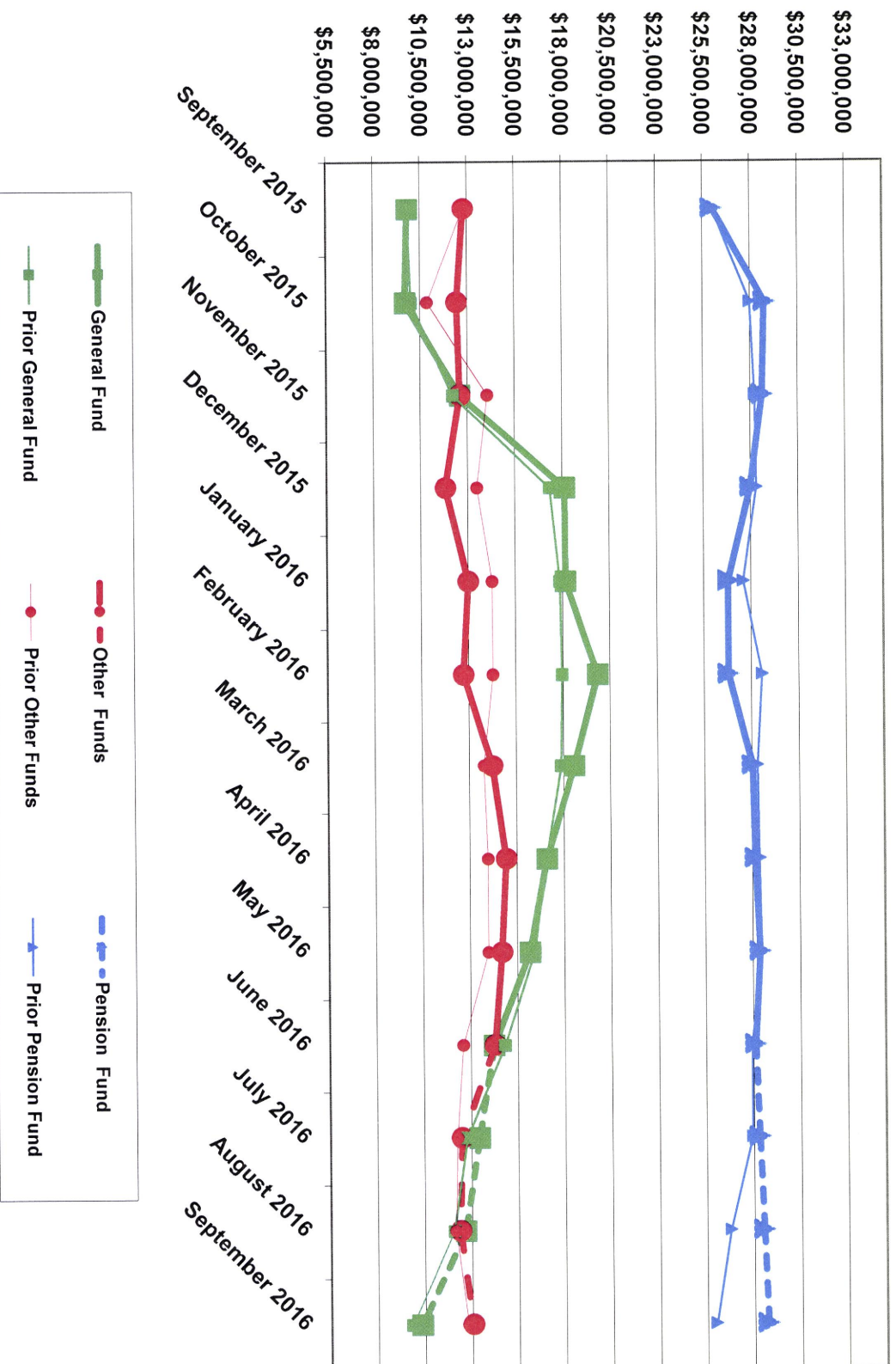
* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc.

* Based on 2.00 people per residential CO

* Other plan review: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

<> Due to software conversion figures not available

CITY OF PEACHTREE CITY
FISCAL YEAR 2016 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE NINE MONTHS
ENDED JUNE 30, 2016**

PERCENTAGE OF BUDGET YEAR COMPLETED 75.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 14,151,975	\$ 13,299,742	\$ (852,233)	93.98%
Franchise Taxes	2,694,392	2,412,829	(281,563)	89.55%
Local Option Sales Tax	6,675,093	5,011,309	(1,663,784)	75.07%
Other Sales & Use Taxes	842,176	622,398	(219,778)	73.90%
Business Taxes	2,381,155	2,463,433	82,278	103.46%
Licenses & Permits	1,090,326	872,664	(217,662)	80.04%
Intergovernmental/Grants	442,902	401,002	(41,900)	90.54%
Charges for Services	1,322,582	1,025,188	(297,394)	77.51%
EMS Billings	916,379	632,786	(283,593)	69.05%
Fines & Forfeitures	1,145,840	724,326	(421,514)	63.21%
Investment Income	53,550	39,083	(14,467)	72.98%
Other Revenue	201,377	117,128	(84,249)	58.16%
Other Financing Sources	849,218	784,263	(64,955)	92.35%
Total General Fund Revenues	\$ 32,766,965	\$ 28,406,151	\$ (4,360,814)	86.69%
Surplus Carryover	1,434,811			
Total General Fund	\$ 34,201,776			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 526,679	\$ 310,961	\$ 215,718	59.04%
Administrative Services	1,456,239	996,300	459,939	68.42%
Financial Services	1,542,690	1,193,833	348,857	77.39%
Police Services/Code Enforcement	7,097,423	4,844,285	2,253,138	68.25%
Fire/EMS Services	7,160,369	5,456,836	1,703,533	76.21%
Public Works/Buildings & Grounds/Engineering	8,190,987	4,470,763	3,720,224	54.58%
Community Services	4,575,539	3,063,783	1,511,756	66.96%
Non-Divisional:				
Unemployment Insurance	20,000	4,525	15,475	22.63%
Non-Profit Organizations	25,000	25,000	-	100.00%
Transfer to Airport Authority	102,000	71,400	30,600	70.00%
Transfers to Other Funds	3,669,829	2,959,931	709,898	80.66%
Liability Insurance	139,855	90,307	49,548	64.57%
Litigation Services	229,500	120,530	108,970	52.52%
General Administration/Miscellaneous	65,200	82	65,118	0.13%
Budgeted Savings	(599,534)	-	(599,534)	0.00%
Total General Fund	\$ 34,201,776	\$ 23,608,536	\$ 10,593,240	69.03%

HOTEL/MOTEL FUND REVENUES				
Description	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,577,148	\$ 1,169,206	\$ (407,942)	74.13%

HOTEL/MOTEL TRANSFERS OUT				
Type	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 788,574	\$ 584,603	\$ 203,971	74.13%
Transfer to Tourism Association	788,574	584,603	203,971	74.13%
Total Hotel/Motel Transfers Out	\$ 1,577,148	\$ 1,169,206	\$ 407,942	74.13%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JUNE 30, 2016

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER JUNE 2016			
Description	Vendor	Award	Date
201 Driftwood Lane House Demo	Ronny D. Jones Enterprises	\$ 14,500.00	6/1/2016
Broadband Equipment	CPAK Technology	23,959.75	6/21/2016
Computer Upgrades	CPAK Technology	39,279.00	6/21/2016
PURCHASING REPORT FOR MONTH ENDED JUNE 30, 2016 AND JUNE 30, 2015			
Activity		Fiscal Year 2016	Fiscal Year 2015
Purchase Orders / Requisitions Processed		206	202
City Store Requisitions Processed		15	13
Sealed Bids Requested		1	0
Requests for Proposals		0	0
Bids Awarded		1	3
Requests for Proposals Awarded		0	0
Contracts Prepared		1	3
Electronic Auction		19	23
Fixed Assets Purchases			4

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
JUNE 2016

NONE TO REPORT

TOTAL MONTH OF JUNE 2016

\$
-

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2016
PAID AS OF June, 2016**

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
COURTVIEW JUSTICE SOLUTIONS	May	Court Software Termination Agrmt	\$ 14,106.16
			\$ 14,106.16
GIRMA	October	Vehicle Accident	\$ 57.22
GIRMA	October	EEOC Claim	220.20
GIRMA	October	Water Damage	5,500.00
GIRMA	October	Water Damage	22,000.00
GIRMA	October	Vehicle Accident	820.94
GIRMA	October	Vehicle Accident	277.90
GIRMA	December	EEOC Claim	7,868.85
GIRMA	December	Vehicle Accident	1,847.80
GIRMA	February	EEOC Claim	1,657.75
GIRMA	April	Vehicle Accident	(4,237.97)
GIRMA	April	EEOC Claim	4,361.66
GIRMA	May	Vehicle Accident	5,000.00
			\$ 45,374.35
SMITH, WELCH,WEBB	January	Ethics	1,883.70
SMITH, WELCH,WEBB	February	Ethics	524.48
			\$ 2,408.18
SUMNER/MEEKER	November	Vehicle Accident	\$ 1,347.60
SUMNER/MEEKER	November	EEOC Claim	2,222.15
SUMNER/MEEKER	November	Mrosek	120.00
SUMNER/MEEKER	November	Pathways	360.00
SUMNER/MEEKER	November	Robinson Rd	2,400.00
SUMNER/MEEKER	December	EEOC Claim	5,239.40
SUMNER/MEEKER	December	Mrosek	225.00
SUMNER/MEEKER	December	Pathways	495.00
SUMNER/MEEKER	December	Robinson Rd	2,935.20
SUMNER/MEEKER	January	EEOC Claim	4,142.90
SUMNER/MEEKER	January	Accident	1,290.00
SUMNER/MEEKER	January	Pathways	375.00
SUMNER/MEEKER	January	Robinson Rd	990.00
SUMNER/MEEKER	February	EEOC Claim	3,860.04
SUMNER/MEEKER	February	Accident	945.00
SUMNER/MEEKER	February	Mrosek	45.00
SUMNER/MEEKER	February	Pathways	390.00
SUMNER/MEEKER	February	Robinson Rd	606.84
SUMNER/MEEKER	March	EEOC Claim	3,380.04
SUMNER/MEEKER	March	Pathways	1,240.92
SUMNER/MEEKER	March	Robinson Rd	2,753.04
SUMNER/MEEKER	April	Robinson Rd	1,579.68
SUMNER/MEEKER	April	EEOC Claim	4,441.08
SUMNER/MEEKER	April	Accident	1,125.00
SUMNER/MEEKER	May	Accident	1,594.68
SUMNER/MEEKER	May	EEOC Claim	1,217.52

SUMNER/MEEKER	May	Pathways	840.00
SUMNER/MEEKER	May	Robinson Rd	1,532.52
SUMNER/MEEKER	May	Tinsley	270.00
SUMNER/MEEKER	June	Accident	1,105.92
SUMNER/MEEKER	June	EEOC Claim	6,506.88
SUMNER/MEEKER	June	Pathways	600.00
SUMNER/MEEKER	June	Robinson Rd	1,590.00
			<u>\$ 57,766.41</u>
The Whalen Law Firm	June	Ethics Complaint	\$ 875.00
			<u>\$ 875.00</u>

Total Litigation Services to Date	\$ 120,530.10
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June FY2016 Litigation Expenses (100-1505-579130)	\$ 10,677.80
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Legal Fees: Lake Peachtree Dam

Intergrated Science & Eng.	October	Lake Peachtree Dam	\$ 425.00
Intergrated Science & Eng.	January	Lake Peachtree Dam	255.00
Intergrated Science & Eng.	May	Lake Peachtree Dam	36,425.00
Sumner/Meeker	November	Lake Peachtree Dam	450.00
Sumner/Meeker	December	Lake Peachtree Dam	720.00
Sumner/Meeker	January	Lake Peachtree Dam	90.00
Smith,Welch,Webb	November	Lake Peachtree Dam	1,937.80
Smith,Welch,Webb	December	Lake Peachtree Dam	3,434.15

Total Lake Peachtree Dam Legal Fees	\$ 43,736.95
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May FY2016 Litigation Expenses for Lake Peachtree	\$ 36,425.00
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PEACHTREE CITY POLICE DEPARTMENT**2016 MONTHLY REPORT**

2016

2015

Calendar Year to Date

Calendar Year to Date

June 2016**May 2016****TOTAL PART I CRIMES**

61 30 283 265

CRIMINAL HOMICIDE

0 0 0 0

FORCIBLE RAPE

1 0 2 2

ROBBERY

0 0 3 3

AGGRAVATED ASSAULT

2 0 8 7

ARSON

0 0 0 0

MOTOR VEHICLE THEFT

3 3 17 27

LARCENY - THEFT

(SHOPLIFTING, ENTERING
AUTOS, ETC)

52 24 225 211

BURGLARY

3 3 28 15

DUI ARRESTS

16 12 65 82

DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other

TOTAL DRUG ARRESTS

8 14 63 57

OTHER ARRESTS

PROPERTY CRIMES

26 10 81 60

PERSON CRIMES

8 9 44 36

TRAFFIC OFFENSES

19 18 142 116

OTHER

21 24 132 107

CALLS FOR SERVICE

3,716 4,123 24,463 25,761

TRAFFIC

CITATIONS ISSUED

749 929 4,563 5,018

CITY ORDINANCES

40 58 202 194

WARNINGS

434 542 2,903 4,565

ROADWAY CRASHES

57 89 407 412

TOP 10 ACCIDENT LOCATIONS 2016

	MONTH		YTD
HWY 54 / HWY 74	7	HWY 54 / HWY 74	35
HWY 54 / NORTHLAKE DR	4	HWY 54 / PTREE PKWY	19
HWY 54 / HUDDLESTON RD	3	HWY 54 / PLANTERRA WAY	18
HWY 74 / ROCKAWAY RD	3	HWY 54 / HUDDLESTON RD	18
HWY 54 / LINE CREEK DR	3	HWY 74 / CROSSTOWN / TDK BLVD	15
HWY 54 / WILLOWBEND RD	3	HWY 74 / KEDRON DR	12
HWY 54 / COMMERCE DR	3	HWY 54 / LINE CREEK DR	9
HWY 74 / KELLY DR	3	HWY 74 / WISDOM RD	9
HWY 74 / TDK BLVD / CROSSTOWN DR	2	HWY 74 / ROCKAWAY RD	8
HWY 74 / CLOVER REACH	2	HWY 54 / MCDUFF PKWY	6

Peachtree City Code Enforcement 2nd Quarter Report 2016

Case Summary	Jan - Mar 2016	Apr - Jun 2016	Apr - Jun 2015	Jul - Sep 2016	Oct - Dec 2016	2016 YTD	2015 YTD
Cleanliness of Premises (Grass)							
New Cases	14	183	180			197	190
NOVs Reactive	0	25	18			25	18
NOVs Proactive	14	154	156			168	166
Citations	0	2	3			2	3
Unfounded	0	3	4			3	4
Cleanliness of Premises (Trash)							
New Cases	100	58	60			158	183
NOVs Reactive	12	15	16			27	34
NOVs Proactive	86	40	37			126	138
Citations	1	1	3			2	4
Unfounded	2	2	5			4	8
Cleanliness of Premises (Auto)							
New Cases	41	23	23			64	68
NOVs Reactive	1	2	4			3	9
NOVs Proactive	39	21	19			60	59
Citations	0	0	0			0	2
Unfounded	1	0	0			1	0
Parking Restrictions							
New Cases	106	40	38			146	125
NOVs Reactive	8	8	7			16	13
NOVs Proactive	95	28	27			123	106
Citations	1	0	0			1	0
Unfounded	3	4	4			7	6
Accessory Use to Dwellings							
New Cases	19	26	25			45	84
NOVs Reactive	1	6	1			7	3
NOVs Proactive	17	20	22			37	78
Citations	0	0	0			0	0
Unfounded	1	0	2			1	3
Sign Violations							
New Cases	33	19	2			52	35
NOVs Reactive	4	3	0			7	2
NOVs Proactive	28	14	2			42	32
Citations	1	0	0			1	1
Unfounded	1	2	0			3	0
Rehabs							
New Cases	12	10	3			22	10
NOVs Reactive	5	3	1			8	4
NOVs Proactive	7	7	2			14	6
Citations	0	0	1			0	1
Unfounded	0	0	0			0	0
Miscellaneous							
New Cases	114	252	86			366	143
NOVs Reactive	43	35	23			78	43
NOVs Proactive	54	189	50			243	79
Citations	1	16	7			17	11
Unfounded	17	15	8			32	15
Totals							
New Cases	439	611	417			1050	838
NOVs Reactive	74	97	70			171	126
NOVs Proactive	340	473	315			813	664
Citations	4	19	14			23	22
Unfounded	25	26	23			51	36
Stormwater Bill Delivery	0	0	0			0	0
Ordinance Letter Delivery	0	0	0			0	0
Signs Confiscated	217	557	190			774	445
Parks Checked	186	130	156			316	360

PUBLIC SERVICES QUARTERLY REPORT
FY 2016

Public Works Quarterly Report

Activity Description	Unit	3rd Quarter 2016	FY2016 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1.3	1.9	3
Average time to respond to a citizen complaint and assign action	Days	4.5	3.7	5
Streets				
Street Patching	Hrs.	15	68	2,500
Street General Maintenance	Hrs.	998	3,555	3,500
Storm Water Maintenance	Hrs.	1,330	3,406	8,000
Street Sweeping	Ft/Mls	958320/181.5	1845360/349.41	360
Cart Paths				
Cart Path Paving	Ft.	18,926	31,226	47,520
Cart Path Prep	Ft.	8,487	25,114	
Cart Path Litter Removal	Hrs.	16	102	1,250
Time to remove trees on paths once reported	Days	1.4	1.5	2
Cart Path Drainage Maintenance	Hrs.	0	1,109	2,500
Cart Path General Maintenance	Hrs.	691	2,058	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	2.2	2.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	81	158	350
Entrance Sign Maintenance	Each	4	26	
Contracted Services				
Time for contractor to remove trees once notified	Days	4.0	4.0	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	0.0	0.0	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1.0	1.0	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.6	3.3	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	2.3	5.5	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	4.7	3.2	6
Ratio of time spent on preventative maintenance versus other repair items		2 to 1	2 to 1	2 to 1
Facility Maintenance				
Sports Complex Maintenance	Hrs.	975	2,248	2,500
Parks General Maintenance	Hrs.	977	2,092	435
General Maintenance	Hrs.	1,769	3,920	2,000
Vandalism	Hrs.	32	59	0
Litter Removal	Hrs.	616	1,609	2,000
Building Maintenance	Hrs	547	1,533	2,500

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

June 2016

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Jack Bernard 10/01/15 - 09/30/18	13	9	7	2	4/11/2016 6/13/2016	78%
David Conner 10/07/10 - 09/30/16	13	13	12	1	5/23/2016	92%
Aaron Daily 10/1/14 - 09/30/17	13	13	12	1	7/13/2015	92%
Frank Destadio Chairman 04/21/11 - 09/30/18	13	13	9	4	9/14/2015 1/25/2016 4/11/2016 6/13/2016	69%
Lynda Wojcik Vice Chairman 02/23/09 - 09/30/16	13	13	12	1	2/8/2016	92%
JT Rabun Alternate 10/01/15 - 09/30/16	13	9	7	2	1/11/2016 6/13/2016	78%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: City Engineer 

DATE: July 11, 2016

SUBJECT: Stormwater Maintenance Agreements – Somerby Phase 2
July 21, 2016, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached stormwater maintenance agreements with Somerby Phase 2.

Discussion:

City Ordinance requires that new stormwater facility owners enter into a maintenance agreement whereby they officially assume responsibility for the maintenance of their facility. The agreement does not obligate the City for maintenance or assign the City liability.

Budget Impact:

There is no budget impact for this item.

Attachments – 3 copies of agreement

STATE OF GEORGIA

COUNTY OF FAYETTE

After Recording Return to:

City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between Dominion Senior Living of Peachtree City (ILF), LLC hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) Lot 29 & 30 / Tract 3 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 4259 Page 228, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Somerby of Peachtree City Phase II, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as

approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated 08/06/14, titled Somerby – Peachtree City Phase II on file in the office of the City Engineer and incorporated herein by express reference.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The inspection shall be performed by a registered professional engineer with experience in stormwater facility design, construction, and maintenance. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, and access roads. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities upon twenty-four (24) hours prior written notice to the Landowner. The purpose of inspection is to follow up on reported deficiencies

and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a written directive to commence with any repairs needed to comply with applicable maintenance standards in the *Georgia Stormwater Management Manual*.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition reasonably acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the actual reasonable costs of such repairs to the Landowner, its successors and assigns. Prior to any action by the City pursuant to the preceding sentence, the Landowner shall be given notice by the City of the deficiencies identified in the inspection report and an opportunity to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days following the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which schedule must be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. This provision shall not be construed to allow or permit the City to erect any structure of permanent nature on the land of the Landowner outside of the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed by Landowner.
7. In the event the City pursuant to Section 5 of this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City within thirty (30) days after receipt thereof for all actual costs incurred by the City hereunder. All such work done the by the City pursuant to Section 5 of this Agreement shall be consistent with the approved plans for the facilities and in accordance with the *Georgia Stormwater Management Manual*.
8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of the City of Peachtree City, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

[signature page to follow]

WITNESS the following signatures and seals:

Dominion Senior Living of Peachtree City (ILF), LLC

Company/Corporation/Partnership Name

(Seal)

By: Dave B. Rodgers

Dave B. Rodgers, Authorized Agent

(Type Name and Title)

Amber M. Hagood

Witness

The foregoing Agreement was acknowledged before me this 5 day of July,
2016, by

Jamie Hansen Marston

NOTARY PUBLIC

My Commission Expires: 9/8/17

COUNTY OF SHELBY, ALABAMA

Mayor of Peachtree City

Witness

The foregoing Agreement was acknowledged before me this ____ day of _____,
20____, by

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

City Attorney

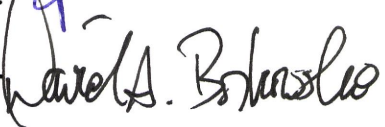
Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: City Engineer 

DATE: July 11, 2016

SUBJECT: Stormwater Maintenance Agreements – RaceTrac
July 21, 2016, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached stormwater maintenance agreements with RaceTrac.

Discussion:

City Ordinance requires that new stormwater facility owners enter into a maintenance agreement whereby they officially assume responsibility for the maintenance of their facility. The agreement does not obligate the City for maintenance or assign the City liability.

Budget Impact:

There is no budget impact for this item.

Attachments –Agreement

STATE OF GEORGIA
COUNTY OF FAYETTE

After Recording Return to:
City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City STORMWATER FACILITY AND IRRIGATION SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of February, 2013, by and between
(Insert Full Name of Owner) Mountainprize, Inc. hereinafter called
the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that
WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel
Identification Number) _____ as recorded by deed in the land
records of Fayette County, Georgia, Deed Book 3885 Page 319, hereinafter called the
"Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site

Plan/Subdivision Plan known as Racetree Market #10410, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of City of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, at the time of its development of the Property, in accordance with the plans and specifications identified in the Plan dated 10/2/11 Rev. 11-14-12, titled Racetree Market #10410 Grading Plan - P2, on file in the office of the City Engineer and incorporated herein by express reference.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities it constructs for the Property as well as the "Irrigation System" (as hereinafter defined). This includes all pipes, channels or other conveyances built to convey its stormwater to the facility, as well as all structures, improvements, and vegetation it installs to control the quantity and quality of the stormwater, and an irrigation system it installs within the Line Creek Drive and/or Floy Farr Parkway rights-of-way to serve Landowner's landscaping (the "Irrigation System"). Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect its stormwater management facility and submit an inspection report annually. The inspection shall be performed by a registered professional engineer with experience in stormwater facility design, construction, and maintenance. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover its entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The City

shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain its stormwater management facilities or the Irrigation System in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the reasonable costs of such repairs to the Landowner, its successors and assigns. Prior to the City correcting such facilities, the Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which schedule must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual, reasonable costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability (except to the extent resulting from the sole negligence of the City) in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

WITNESS the following signatures and seals:

(Two signatures or one signature and company seal)

Mountainprize, Inc.
Company/Corporation/Partnership Name (Seal)
By: [Signature]
Billy Milam, COO
(Type Name and Title)

[Signature]
Witness

The foregoing Agreement was acknowledged before me this 18 day of February, 2013, by
Billy Milam, COO

[Signature]

NOTARY PUBLIC

My Commission Expires: 11/24/2013
COUNTY OF Fayette, GEORGIA

TAYLOR BELSHAUSE
NOTARY PUBLIC
FAYETTE COUNTY, GEORGIA
MY COMMISSION EXPIRES 11/24/2013

Mayor of Peachtree City

Witness

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

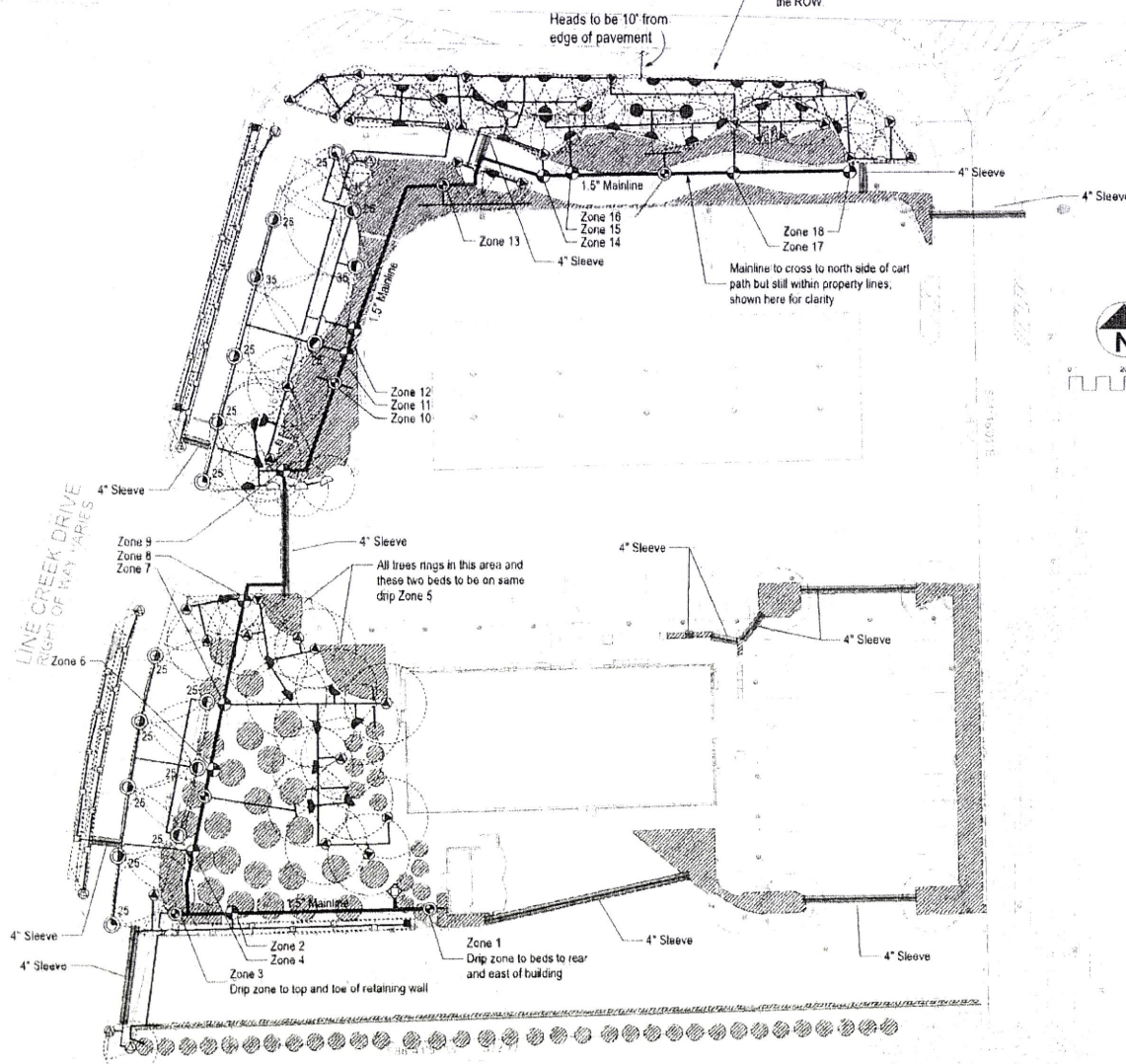
City Attorney

Date

FLOY FARR PARKWAY
GEORGIA HIGHWAY 54
RIGHT OF WAY VARIES

There shall be no overspray on the road. Direct all spray away from road when possible. All valves and Mainlines to be installed inside of property line and are not allowed with the ROW

Heads to be 10" from edge of pavement



IRRIGATION ZONES

1.	DRIP	7.	18.48 GPM	13.	DRIP
2.	12.50 GPM	8.	16.95 GPM	14.	19.30 GPM
3.	DRIP	9.	23.47 GPM	15.	20.25 GPM
4.	14.52 GPM	10.	DRIP	16.	DRIP
5.	DRIP	11.	16.95 GPM	17.	20.25 GPM
6.	14.96 GPM	12.	21.23 GPM	18.	21.88 GPM

GOOD SPECIFIC NOTES:

1. IRRIGATION IS PROPOSED WITHIN THE GOOD RIGHT-OF-WAY. THE GOOD REQUIRES IRRIGATION CONTROLLERS TO BE LOCATED OR LOCATED OUTSIDE THE RIGHT-OF-WAY.
2. INCLUDE TRIGGER WIRES ON ALL MAINLINE AND LATERAL PIPES.
3. SHUT-OFF VALVE WILL BE LOCATED ON MAINLINE FOR EMERGENCY PURPOSES.
4. ALL IRRIGATION HEADS TO BE LOCATED AT LEAST 18" FROM THE EDGE OF GOOD PAVEMENT.

1. Irrigation Contractor to insure and protect all underground utilities prior to digging.
2. All valves to be located in valve box, with cover at grade. Locations to be shown on plan.
3. Automatic controller to be located in dry room or as directed by the Project Manager. See Architectural Plans.
4. Weather Sensor to be located along driveway or as determined by the Project Manager. See Architectural Plans. Ensure Sensor is free from any obstructions.
5. No gas required per zone. 40 psi required per zone. 40 psi required per zone. All spray and/or zone to have FDS (in wet plastic bags) as indicated in the legend. If no adjustments can be made at the time of installation, the Contractor shall be responsible for the adjustment.
6. Pressure regulator required if static water pressure at point of connection for site is greater than 80 psi.
7. 4" x 8" SCH 40 PVC sleeves are to be located as shown on sheet L-2.1. Extend below 18" beyond back of curb or pavement. Sleeves to be located and secured by the General Contractor prior to start of the irrigation installation. Materials will report at other locations.
8. All pipe shall be to be installed using signage. 4" pop-up height for turf zone valves and surveys. Meter valve and air indicated on the irrigation plan.
9. All pipes, automatic valves, backflow preventer, manual valves and meter to be located within property lines, shown on plan or drawing for clarity only.
10. Irrigation meter and backflow preventer to be provided by the General Contractor.
11. Backflow preventer to be as per local code.
12. Mainline & all lateral lines are to be located a minimum of 18" off back of curb/roadway. Any pipes or valves located in this area are to be indicated using a double spring line (double SPRING) on plan.
13. All conditions to have a minimum of 18" cover (below 120" PVC pipe).
14. All lateral and sub-main pipe to have a minimum of 12" (from 200" PVC pipe).
15. No valve, breaker, or other equipment to be used in building trenches.
16. All breaked pipes to be located with Teflon Tape or Liquid Teflon.
17. All lines to be thoroughly flushed before installation of sprinkler heads.
18. Multiple products to be used on this drawing, unless otherwise specified by the Landscape Architect.
19. Irrigation Contractor shall provide an As-Built drawing to the Landscape Architect.
20. Irrigation Contractor to find every dual inline irrigation system provides 100% coverage upon completion of installation. If system does not provide 100% coverage the Irrigation Contractor shall provide 100% coverage prior to final cost of installation.
21. All pipe, valves, and spray heads, meters, controllers, and weather sensors are to be installed as per Manufacturer specifications. For any questions on Manufacturer products or installation call Dan Arnold at 874-644-1218.
22. Water source is building shall be 1" x 8" PVC with 1" to 1.5" meter. Sleeves to be 1" x 8".

IRRIGATION LEGEND

POINT OF CONNECTION TO SUB-OUT	SHUT-OFF PROVIDED BY THE GENERAL CONTRACTOR
1" MANUAL SHUT-OFF VALVE	(1) REQUIRED
RPE BACKFLOW PREVENTER	AS REQUIRED BY CITY
1" PRESSURE REGULATOR	AS REQUIRED
1" ELECTRICAL MASTER VALVE	(1) REQUIRED
LANDSCAPE DRIPLE	RAINBIRD 48 SERIES DRIPLE
SIZE 1/2" SPRAY HEAD	RAINBIRD 1500-PRS-15S1T
END STOP SPRAY HEAD	RAINBIRD 1500-PRS-15S1T
3/4" SPRAY HEAD - 10" RADIUS	RAINBIRD 1500-PRS-15U1F
1/2" SPRAY HEAD - 10" RADIUS	RAINBIRD 1500-PRS-15U1H
90° SPRAY HEAD - 10" RADIUS	RAINBIRD 1500-PRS-15U1Q
VARIABLE SPRAY HEAD	RAINBIRD 1500-PRS-15U1V
UNARIABLE SPRAY HEAD	RAINBIRD 1500-PRS-15U1N
3/4" SPRAY HEAD - 15" RADIUS	RAINBIRD 1500-PRS-15U1F
278° SPRAY HEAD - 15" RADIUS	RAINBIRD 1500-PRS-15U1G
180° SPRAY HEAD - 15" RADIUS	RAINBIRD 1500-PRS-15U1H
90° SPRAY HEAD - 15" RADIUS	RAINBIRD 1500-PRS-15U1Q
1500° ROTARY NOZZLE - 18" equivalent at 30psi	RAINBIRD 1500-PRS-15U1H (AS INDICATED)
1500° ROTARY NOZZLE - 21" equivalent at 30psi	RAINBIRD 1500-PRS-15U1H (AS INDICATED)
1500° PLUG WITH NOZZLES	RAINBIRD 1500-PRS-15U1H (AS INDICATED)
1" ELECTRIC VALVE	RAINBIRD 1500-PRS-15U1H
1" DWP CONTROL ZONE VALVE	RAINBIRD 1500-PRS-15U1H
AUTOMATIC CONTROLLER	RAINBIRD ESP-8MT
WEATHER SENSOR	INCLUDED WITH CONTROLLER
CLASS 200 PVC IRRIGATION PIPE AND FITTINGS	1" pipe unless otherwise indicated on drawing. 1" pipe
4" x 8" SCH 40 PVC SLEEVE UNDER PAVEMENT	Indication of sleeves by contractor in location and shown on plan. Not to be indicated

manley
landdesign
landscape architecture
53 add carroll street
atlanta, ga 30309
ph: 770-442-6171
fx: 770-442-1123

RaceTrac
RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BLVD
ALBUQUERQUE, NM 87106
(770) 431-7866

Peachtree City
RaceTrac
Line Cross Drive 304
Play Fair Parkway (exit 34)
Peachtree City, GA

date: 11/12
scale: 1"=10'-0"
drawn by: JLM
checked by: JLM
job number: 101110
STATE OF GEORGIA
COUNTY OF DEKALB
LAND USE PERMIT

REVISION

1.	11/12	Complete the plan
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

sheet 110
Irrigation Plan
sheet number
L-2.1

Irrigation Contractor to perform a walk-thru inspection with the Store Operator of the functioning system prior to opening but no later than one week after opening.
Irrigation contractor shall provide an as built drawing to the landscape architect.

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor and Members of Council

VIA: Jon Rorie, City Manager 
Paul Salvatore, Financial Services Director *P.S.*
Angela Egan, Purchasing Agent 

FROM: Joe O'Connor, Fire Chief 

DATE: July 13, 2016

SUBJECT: Request to Surplus Fire Department Vehicle
Council Meeting: January 21, 2016

Recommendation:

Staff recommends Council declare as surplus and authorize the Purchasing Agent and Fire Chief to properly dispose of one (1) 2003 Ford Ambulance.

Discussion:

Funds were budgeted in the 2016 Public Improvement Plan for the purchase of a replacement ambulance. The City has taken delivery of the replacement and placed it into service. The vehicle to be declared surplus is identified as: 2003 Ford Ambulance VIN: 1FDXE45F53HA02509.

Budget Impact:

Any revenue generated will be returned to the general fund.

CITY OF PEACHTREE CITY
INTRAOFFICE MEMORANDUM

TO: Mayor and Members of Council

VIA: Jon Rorie, City Manager

FROM: Joe O'Connor, Fire Chief

DATE: July 13, 2016

SUBJECT: Request to approve agreement with EMS Medical Director
Council Meeting: January 21, 2016

Recommendation:

Staff recommends Council authorize the Mayor to sign the attached Medical Director Agreement with Dr. Christa Sprinston, MD.

Discussion:

The Fire Department ambulance service and the individual Emergency Medical Technicians and Paramedics are required by Georgia law to operate under the supervision of a physician in the capacity of Medical Director as outlined in DHS Rule 290-5-30-.07(i). Upon the strong recommendation of outgoing Medical Director Dr. Vicky Schuh, MD, the Department has reached an agreement with Dr. Christa Springston, MD to assume the Medical Director responsibilities for the Department.

Budget Impact:

The Department will reallocate funds as necessary within the existing Fire and EMS Budgets to address the unbudgeted stipend in the current budget year. Future budgets will be prepared to reflect this necessary cost of operations.

Agreement with
Dr. Sprinston -
will have before
Thursday -

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director 
DATE: July 14, 2016
SUBJECT: Public Hearing – FY 2017 Budget

July 21, 2016 City Council Meeting

Recommendation:

Hold public hearing to gain input from public regarding the FY 2017 proposed budget.

Discussion:

Per O.C.G.A. 36-81-5, the City is required to hold a public hearing at which time any persons wishing to be heard on the proposed budget may appear. Staff will present a brief Powerpoint presentation describing highlights of the proposed budget, and will be prepared to answer questions. Staff will also seek feedback from Council regarding any other possible adjustments that may be necessary prior to adopting the budget at a subsequent Council meeting in August.

Budgetary Impact:

N/A

STAFF REPORT

CITY COUNCIL

TO: Mayor and Council Members

VIA: Jon Rorie City Manager 
Mike Warrix Planning and Development Director
Paul Salvatore Financial Services Director  P.S.

FROM: David Rast Senior Planner 

DATE: July 12, 2016

SUBJECT: Consider Transmittal of 2016 Capital Improvements Element (CIE) Annual Update
July 21, 2016 City Council Agenda

Recommendation:

That Council approve the attached Transmittal Resolution and authorize Staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA) for review.

Discussion:

Staff has completed the 2016 Capital Improvements Element (CIE) Annual Update to the Comprehensive Plan, which includes an updated Capital Improvements Element (CIE) for FY 2016 - 2020 and an Annual Impact Fee Financial Report as required by the Georgia Planning Act of 1989.

Budget Impact:

There is no budget impact associated with the adoption of this document.

Attachment

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY
AUTHORIZING THE TRANSMITTAL OF THE
2016 CAPITAL IMPROVEMENTS ELEMENT (CIE) ANNUAL UPDATE
OF THE PEACHTREE CITY COMPREHENSIVE PLAN
TO THE ATLANTA REGIONAL COMMISSION FOR REVIEW.**

WHEREAS, the City of Peachtree City has prepared an annual update to a Capital Improvements Element; and

WHEREAS, the annual update of the Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements established by the Georgia Department of Community Affairs (DCA), and a Public Hearing was held on July 21, 2016 at 7:00 P.M. in the City Hall Council Chambers at 151 Willowbend Road in Peachtree City; and

BE IT THEREFORE RESOLVED, that the Mayor and Council of the City of Peachtree City does hereby submit the annual update of the Capital Improvements Element (CIE) covering the five-year period 2016 – 2020 to the Atlanta Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this ____ day of _____, 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

Capital Improvements Element

2016 Annual Update

Financial Report &
Community Work Program

Peachtree City, Georgia

July 21, 2016

Introduction

This Capital Improvements Element (CIE) Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents *Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning*. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

"...must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope." (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Peachtree City Capital Improve-

ments Element, as adopted by the City on September 3, 2009.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

"As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area." (O.C.G.A. 36-71-8(d)(1))

The City's fiscal year runs from October 1 to September 30. Thus, the financial report included here is based on the audit prepared for FY 2015. The required financial information is shown on the table on Page 3, and detailed information for each public facility category appears in the tables on Pages 4 through 7.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a community work

program (CWP)—as specified in the *Compliance Requirements* (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must "update their entire Short Term [i.e., Community] Work Programs annually."¹

According to DCA's requirements,² the CWP must include:

- A brief description of the activity;
- Legal authorization, if applicable;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 8.

¹ Note that DCA's *Compliance Requirements* specify that the work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the work program requirements in a previous version of the *Standards and Procedures for Local Comprehensive Planning*. The correct current description is found at Chapter 110-12-1-.04(2)(b)1.

² Chapter 110-12-1-.03(3).

**ANNUAL IMPACT FEE FINANCIAL REPORT
PEACHTREE CITY, GA
FY 2015**

SUMMARY

City of Peachtree City							
Public Facility	Parks/Recreation	Libraries	Police	Fire	Administrative Fees	TOTAL	
Service Area							
Impact Fee Fund Balance at September 30, 2014	\$ 177,362	\$ 18,977	\$ 77,000	\$ 524,891	\$ -	\$ 798,230	
Impact Fees Collected in Fiscal Year 2015	208,319	22,291	29,362	165,456	12,521	437,949	
Accrued Interest	150	16	42	272		480	
FY 2015							
(Administrative/Other Costs)	-	-	-	-	(12,521)	(12,521)	
(Impact Fee Refunds)	(1,555)	(166)	(103)	(700)		(2,524)	
(Project Expenditures)	(40,070)	(4,957)	-	-	-	(45,027)	
Impact Fee Fund Balance at September 30, 2015	\$ 344,206	\$ 36,161	\$ 106,301	\$ 689,919	\$ -	\$ 1,176,587	
Impact Fees Encumbered	\$ 344,206	\$ 36,161	\$ 106,301	\$ 689,919	\$ -	\$ 1,176,587	

City of Peachtree City

Capital Improvement Projects Updated for FY 2015

Page 4

Page 5

**ANNUAL IMPACT FEE FINANCIAL REPORT
PEACHTREE CITY, GA
FY 2015**

POLICE

City of Peachtree City

Capital Improvement Projects Updated for FY 2015

Public Facility: Service Area:	Police		City-wide		Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2015	Impact Fees Encumbered through FY 2015	Status/ Remarks
	Project Start Date	Project End Date	Project Start Date	Project End Date						
Police	FY 2010	FY 2027			\$ 450,910	100.00%	N/A	\$ -	\$ 106,301	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED					\$ 450,910			\$ -	\$ 106,301	

**ANNUAL IMPACT FEE FINANCIAL REPORT
PEACHTREE CITY, GA
FY 2015**

FIRE

City of Peachtree City		Capital Improvement Projects Updated for FY 2015						
Public Facility: Service Area:		Fire						
		City-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2015	Impact Fees Encumbered through FY 2015	Status/ Remarks
Fire Protection	FY 2010	FY 2027	\$ 3,166,507	96.82%	Property Taxes	-	\$ 689,919	
						-		
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 3,166,507			\$ -	\$ 689,919	

**COMMUNITY WORK PROGRAM
SCHEDULE OF IMPROVEMENTS/ STWP ADDENDUM
(2016 – 2020)**

Project Description		Service Area	Project Start Date					Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
			2016	2017	2018	2019	2020				
LIBRARY											
Collection Materials Purchase	City-wide	X	X	X	X	X	\$5,000	90%	State of Georgia/ General Fund	City Council/ Library Board/ State of Georgia	
FIRE											
Fire Station 85 (New)	City-wide	X	X	X	X	X	\$1,750,767	73%	General Fund	City Council/ Fire Department	
POLICE											
None											
PARKS / RECREATION											
Restroom/ concession building (Meade Field)	City-wide	X					\$94,000	18%	General Fund	City Council/ Parks and Recreation	
Covered picnic pavilions (v various parks)	City-wide	X					\$21,293	90%	General Fund	City Council/ Parks and Recreation	

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: July 14, 2016

REQUEST: Request for Rezoning – Tract 8, Lexington Circle Lofts and Retail
July 21, 2016 City Council Agenda

Applicant:	Mr. Dar Thompson, High Sierra Investments, LLC
Property Size:	4.88 Acres
Property Location:	Tract 8, Lexington Circle, Highway 54
Zoning - Current:	LUC-16, Limited Use Commercial
Zoning - Proposed:	LUC-28, Limited Use Commercial
Land Use - Existing:	Vacant/Undeveloped
Land Use - Proposed:	Multi-Family Loft Residential/Retail
Future Land Use Map:	Commercial/Single-Family Cluster (SFC)
Planning Commission:	Public Hearing, June 13, 2016
Planning Commission Action:	Not to Support as Presented

LOCATION

The subject property is located in the Lexington Circle mixed-use development across Lexington Circle from the existing World Gym. The property is bound to the north by The Village at Lexington Circle townhomes, to the east by World Gym, to the south by undeveloped property, and to the west by the Governors Row single-family detached residential subdivision. A 50-foot greenbelt owned by the City of Peachtree City is platted along the rear of the subject property adjacent to the Governors Row subdivision. The city's Official Future Land Use Map designates the majority of the Lexington Circle area for future commercial land use. Governors Row is designated for future SFC, Single-Family Cluster land use.

REQUEST

A copy of the application and supporting documentation is included as part of the City Council meeting packets. The Applicant is requesting rezoning of a 4.88 acre tract (Tract 8) of the Lexington Circle mixed-use development located off Highway 54 to allow a mixed-use development consisting of up to 100 condominium residential loft units having a ground-level retail component. The proposed development would be four (4) stories in height with an underground parking garage. Access to the development would be from Lexington Circle.

Request for Rezoning – Tract 8, Lexington Lofts and Retail

July 14, 2016

Page 2

The subject property was rezoned on March 16, 2000, as part of the rezoning for a 73.2 acre tract now known as Lexington Circle. A Master Plan for the entire development was incorporated by reference and made part of the adopting ordinance. Section 1006B16.1 *Conformance with Master Plan* states: "Development shall take place in conformance with the Ozell Stankus master plan dated December 2, 1999 and attached hereto as Exhibit "A" (Master Plan)". The adopting ordinance also requires that "any substantive change to this plan or any of the conditions and requirements of this section will require a new rezoning action."

The current zoning of the subject property (LUC-16) limits the height of buildings to three (3) stories plus a basement. Recent amendments to the LUC-16 zoning district (adopted May 15, 2014) restrict the residential component to no more than 135 single-family detached residential units and no more than 80 fee-simple townhome units. Lexington Park was developed with 107 units. Governor's Row was developed with 28 single-family detached units. The Village at Lexington Circle consists of 46 townhome units. Current LUC-16 zoning limits the number of allowable townhomes to a maximum of 80 units.

According to information submitted by the Applicant as part of the application, the intent is to establish, through the rezoning, a new LUC district (LUC-28) specifically for the subject 4.88 acre tract that would allow a four (4) story building and up to 100 multi-family residential loft units. According to the application, the new LUC-28 district would be similar to the existing LUC-16 district in terms of master plan conformance, permitted uses, conditional uses, and other requirements. The differences would be the height (four stories instead of three) and density (up to 100 condominium loft units).

The Peachtree City Planning Commission conducted a Public Hearing on June 13, 2016 to hear this request. At the conclusion of that hearing, the Planning Commission voted unanimously to forward a recommendation to City Council that the request not be approved as presented.

REVIEW CRITERIA

Section 1304(1) (d) of the Peachtree City Zoning Ordinance stipulates that the following factors be considered when evaluating a proposed change to the zoning map:

- (1) ***Whether the zoning proposal is in conformity with the policy and intent of the land use plan;***
- (2) ***Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;***
- (3) ***Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;***
- (4) ***Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;***

Request for Rezoning – Tract 8, Lexington Lofts and Retail

July 14, 2016

Page 3

- (5) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools; and**
- (6) Whether there are other existing or changing conditions affecting the use and development of the property which give supportive grounds for either approval or disapproval of the zoning proposal.**

ATTACHMENTS

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



REZONING PERMIT APPLICATION

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

Fee: \$600 + \$50/acre

Receipt # 30137

Date Filed 5/12/16

Case # PR16-0002

Office Use Only

SITE LOCATION	Address <u>Lexington Circle (680)</u>	SITE INFORMATION	Parcel #(s) <u>Lexington Parcel 8</u>
	Proposed Use: <u>Residential hots + Retail</u>		Existing Zoning <u>LUC-16</u>
APPLICANT	Site in which Village: ☐ Aberdeen ☐ Braelinn ☐ Glenloch ☐ Kedron ☐ Wilksmoor ☐ Industrial	OWNER	Proposed Zoning <u>LUC-28</u>
	Name: <u>Dor Thompson - High Sierra Gymnastics LLC</u>		Property Size: <u>4.88</u> Square Feet Acres
	Address <u>2002 Commerce Dr. North</u>		Name <u>Same</u>
	City, State, Zip <u>PTC GA 30269</u>		Address
	Phone # <u>770-560-4985</u>		City, State, Zip
	Email <u>dort@worldgymfayette.com</u>		Phone #
			Email

IMPACTED AREAS	Sq ft Acres	Total acres ± Impacted acres	LAND USE & ZONING	Please record all surrounding property within 200ft of site	
	Disturbed Area <u>See Site Plan</u> <u>4.00</u> Acres	%		Land Use	Zoning
	Impervious Area <u>11</u> Square Feet <u>0.88</u> Acres	%		North <u>COM</u>	<u>LUC 16</u>
	Open Space & Greenbelts <u>11</u> Square Feet <u>0.88</u> Acres	%		East <u>OS/SF6</u>	<u>LUC 16</u>
LOCATION OF	Entrance to Site: <u>Lexington Circle</u>				
	Tree Save and Landscape Buffers: <u>none required</u>				
	Other Buffers:				
	Greenbelts (to be dedicated to the city): <u>See Attached Site plan 50ft along w/ adjacent</u>				
	Multi-Use Path Connections: <u>to be constructed entire length of property boundary</u>				
	Historical Resources: <u>N/A</u>				
BUILDING INFORMATION	Natural Features: <u>N/A</u>				
	Stormwater Retention: <u>existing pond for overall Lexington Circle Development</u>				
	Building type: <u>Residential hots + Retail</u>				
	Hrs of operation: _____ to _____				
	# of stories: <u>4</u> Building height: <u>64 ft +/-</u>				
	Floor Area (Sq ft) <u>None</u> Existing Proposed				
TYPE OF CONSTRUCTION	Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application)				
	<u>High End hots Development with Retail component</u>				
	# of dwelling units: <u>75-100</u> Units/acre: _____				
	# of employees: <u>none</u> Existing Proposed				
SETBACKS	Parking: _____				
	= Required = Existing = Proposed = Pervious				
	Structural Material:	Required			
	☒ Wood ☐ Metal ☒ Concrete ☒ Brick ☐ Other	Proposed			
Roof Material:	Front (Building)	<u>10' from Bul</u>	<u>38'</u>	ft	
☒ Metal ☐ Tar ☐ Shingles ☐ Slate ☐ Other	Front (Parking)	<u>0' w/A</u>	<u>0</u>	ft	
Interior Finish:	Side	<u>0 w/A</u>	<u>0</u>	ft	
☒ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other	Rear	<u>0 w/A</u>	<u>0</u>	ft	
Exterior Finish:					
☐ Wood ☒ Metal ☒ Concrete ☒ Brick ☐ Other					

TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity ¹	Traffic volume (ADT) ²	Est. traffic generated (ADT) ³
	See attached								
Estimated traffic generated by heavy vehicles:				¹ See GADOT Highway Capacity Manual ² See GADOT Traffic Survey Unit (ADT - Average Daily Traffic) ³ Base on Institute of Transportation Engineers ratios - ratio used for estimate (e.g., x trips per y sf)					
Types of vehicles(s): <u>Automobile & Boat/canoe</u> ADT: _____ (vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc)									

UTILITIES & SERVICES INFO	Solid waste collection: <u>None Dumpster</u>		** Please attach letters from utilities indicating that their services can support the proposed development **	
	Natural gas: <u>Existing Provider</u>			Water supply:
Electrical Service: <u>Existing Provider - GP</u>			☐ Individual Well(s) ☐ Community System ☒ Municipal System: (Fayette County Water Dept)	
Telephone Service: <u>Existing</u>	Underground? ☐ Yes ☐ No		Wastewater collection/treatment:	Estimated total wastewater discharge (gpd):
Cable TV Service: <u>Existing</u>	Underground? ☐ Yes ☐ No		☐ Individual Onsite ☐ Community System ☒ Municipal System: (Peachtree City WASA)	

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

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

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

Applicant Signature: [Signature] Date: 5-3-2016

Property Owner Signature: [Signature] Date: 5-3-2016

Please complete the attached checklist.

OFFICE ONLY

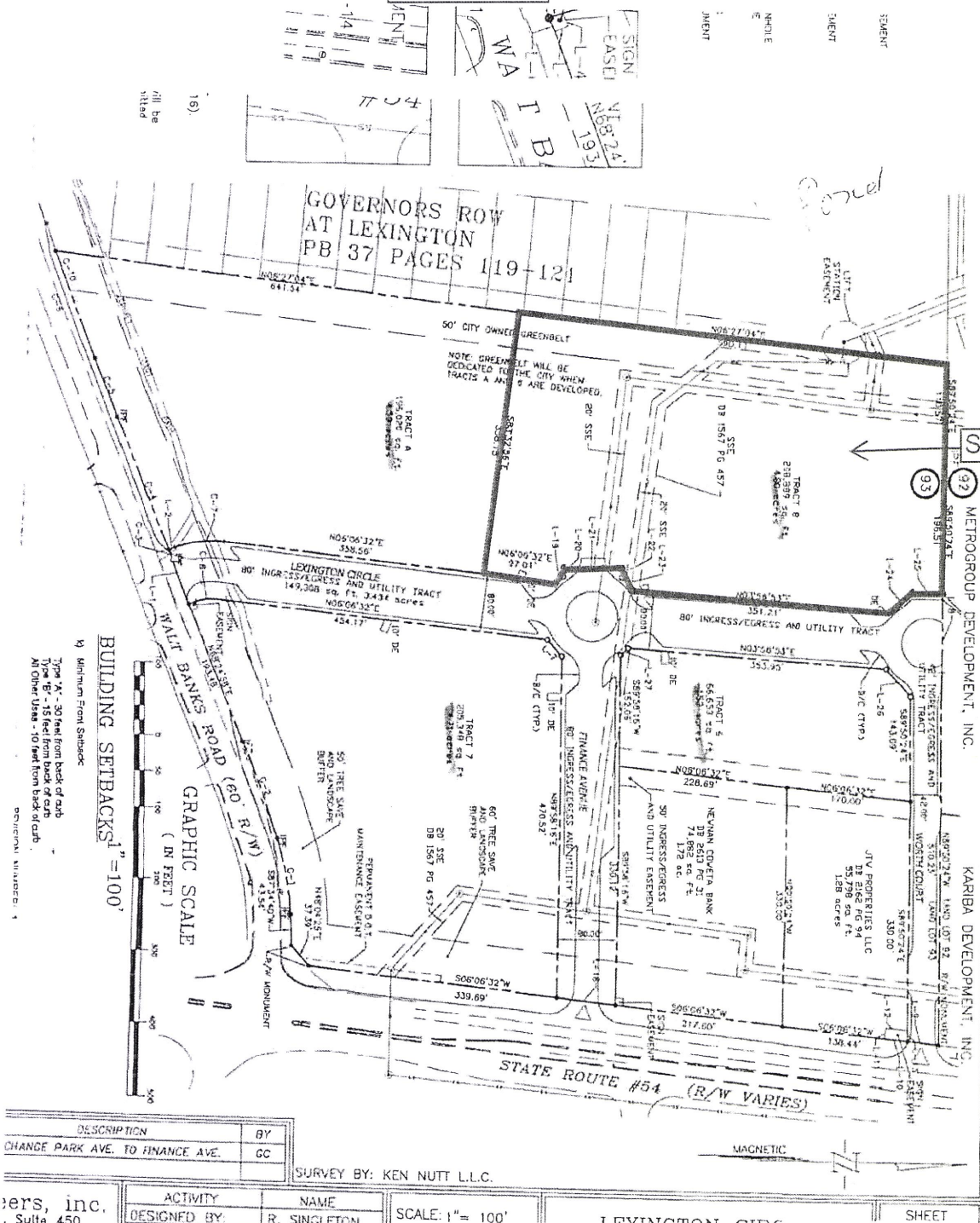
This request, along with the required fee and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Park Date: 05-12-16

Date & Time of Planning Commission Public Hearing: 06-13-16

Date of City Council Public Hearing: 07-07-16 Case Number: PR16-0002

EXHIBIT A





Doc ID: 009756450001 Type: WD
Recorded: 10/12/2015 at 09:20:00 AM
Fee Amt: \$910.00 Page 1 of 1
Transfer Tax: \$900.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

BK 4376 PG 235

Please return to:
Gary Lawson & Associates, P.C.
1125 Commerce Drive, Suite 300
Peachtree City, GA 30269
File # 15-LAW-1719

STATE OF GEORGIA
COUNTY OF FAYETTE

LIMITED WARRANTY DEED

THIS INDENTURE made this 30th day of September, 2015 between

Palm Beach Development Corp.

as party or parties of the first part, hereinafter called Grantor, and

High Sierra Investments, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 93 of the 7th District of Fayette County, Georgia, being Tract 8 of Lexington Circle, as shown on that certain plat recorded in Plat Book 41, Page 127-128, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference.

Subject to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

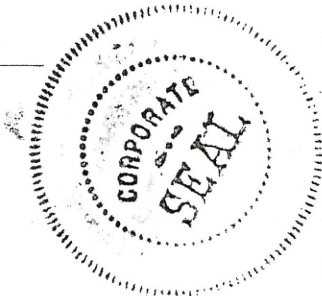
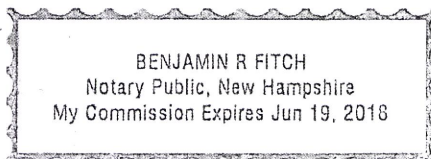
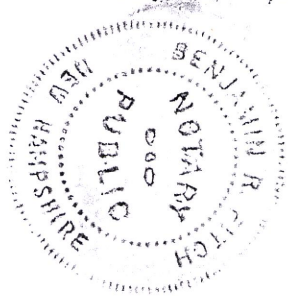
Palm Beach Development Corp.

Unofficial Witness

BY:

Aneice Lassiter
President

Notary Public



SPECIAL USE APPLICATION NARRATIVE

LOFTS AT LEXINGTON

OWNED BY: HIGH SIERRA INVESTMENTS, LLC

MAY 10, 2016

1. **Land Use:** In 1999, LUC 16 was created to accommodate a mixed use development at Lexington Circle. This proposed 4.8 acre development is currently part of LUC 16. High Sierra Investments, LLC is proposing to modify the zoning of this property to allow the construction of a mixed use facility that will contain some commercial businesses and up to 100 residential loft units. The architecture, landscape and overall development will be reflective of the existing Lexington development.

Due to the unique nature of this development, High Sierra proposes that a new LUC be created for this site to ensure that this development type is limited to the property at issue. The new proposed LUC will be limited to the uses currently allowed in LUC 16, with the elimination of townhomes and the addition of condominiums. All uses currently prohibited in LUC 16 will be prohibited in the new LUC. The proposed structure will be four stories plus a basement level for parking and mechanical use. The building will contain upscale amenities for the residential units inclusive of swimming pool and deck areas.

2. **Community Design:** The building design and architecture will be similar to the Lexington development. Being a part of LUC 16, all of the green belts, open spaces, paths, sidewalks and perimeter buffers have already been established. This development will provide for the required zoning buffers to surrounding uses.

This development is intended to be high end loft style condominium development. The intended market will be those who desire to own a home without maintenance concerns and providing security while the owner travels. We expect many of these individuals will be down-sizing from their current home in Peachtree City but wanting to maintain a high-end residence. The units will be within walking distance to restaurants, groceries, exercise facilities, and other amenities. Since the original LUC 16 provided for condominium units, this change will be consistent with the original design and intent of LUC 16.

This product is specifically designed to attract, professional singles and couples, as well as single and married empty nesters. This product will not attract a family with children, thus less of a burden on our schools and morning traffic.

3. **Economic Development:** There will be a positive net gain if this project is allowed to proceed as proposed. The tax generated by the retail sales and increased land values will be sizable.
4. **Fire and Rescue:** The building will be suitable to meet all the fire safety requirements. The project is in close proximity to the Fire Station 82 located at the intersection of Hwy 54 and N. Peachtree Pkwy. Furthermore, the complex and all units will have a fire sprinkler system.
5. **Potable Water:** Water service will be from the existing main along Hwy 54
6. **Sewer Service:** Sewer service will be from either one or both of the existing manholes on or near the site.
7. **Transportation:** The improvements on Hwy 54 have improved the capacity of the road system. Since the uses in LUC 16 allow more intense uses of the property such as retail or hotels, the traffic impact of residential units will be less demanding. Furthermore, with the vast variety of services, which include but not limited to two major grocery stores, Starbucks, CVS, restaurants and more, traffic will be held to a minimum as all amenities are within a short walking distance.
8. **Natural Site Conditions:** The site currently is undeveloped. The site naturally slopes to the rear. This natural slope will allow the basement parking level to be placed on the rear of the building. Furthermore, due to the elevation of the site, a four story building will pose minimal sight issues for surrounding properties as shown on the site renderings. In fact, the building will remain below the tree-line and the top of the building (because of its low elevation) will only be two stories above the grade of Walt Banks Road.
9. **Phasing Plan:** It is our intention to construct the "Loft" project in one phase and any additional component on the remaining 1.8 acres will be completed in as a phase two.

LEXINGTON CIRCLE
PEACHTREE CITY, GEORGIA 30269

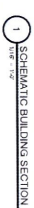
THESE

THE CONCEPT

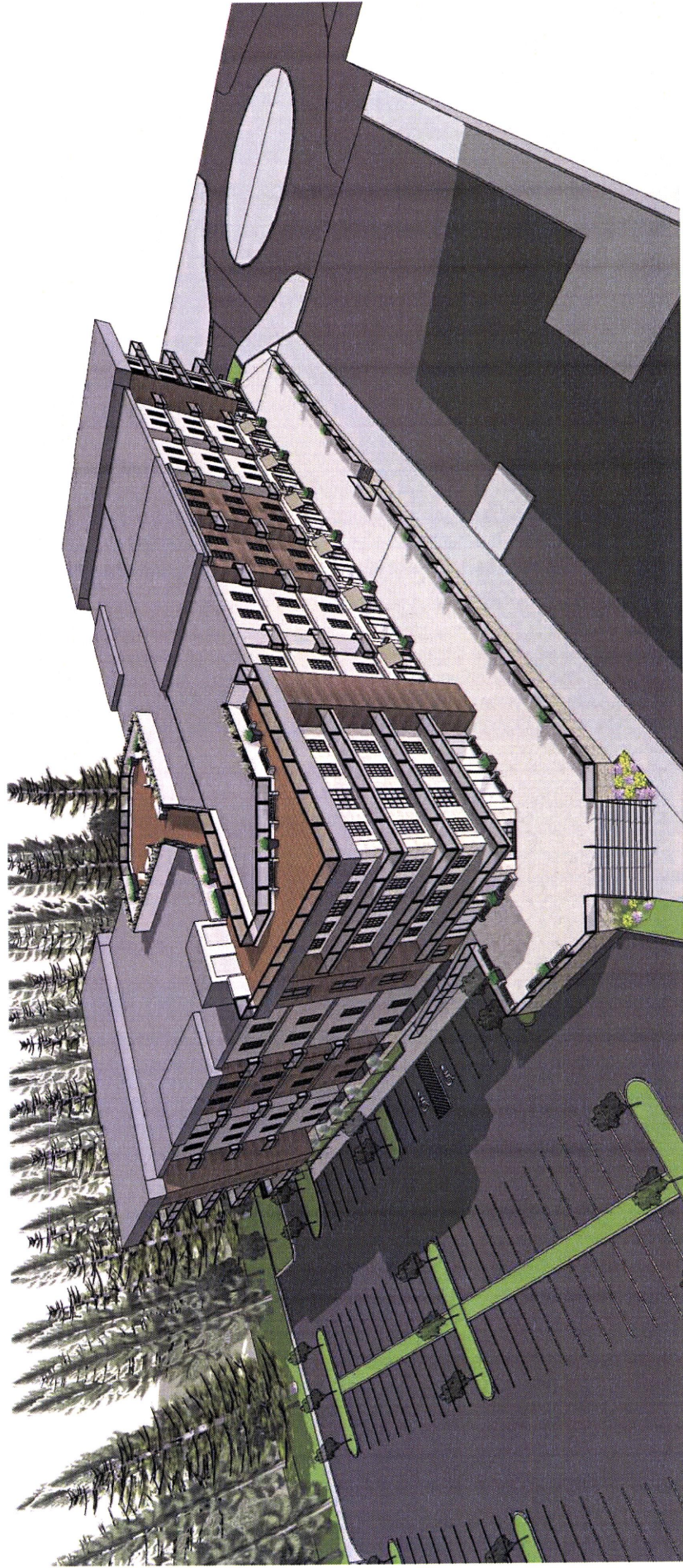
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LEXINGTON CIRCLE
PEACHTREE CITY, GEORGIA 30269

SCHEMATIC
BLDG.
SECTION[illegible][illegible]

JEFFERSON BROWNE ARCHITECTS



RENDERINGS NOT TO SCALE
APRIL, 2016

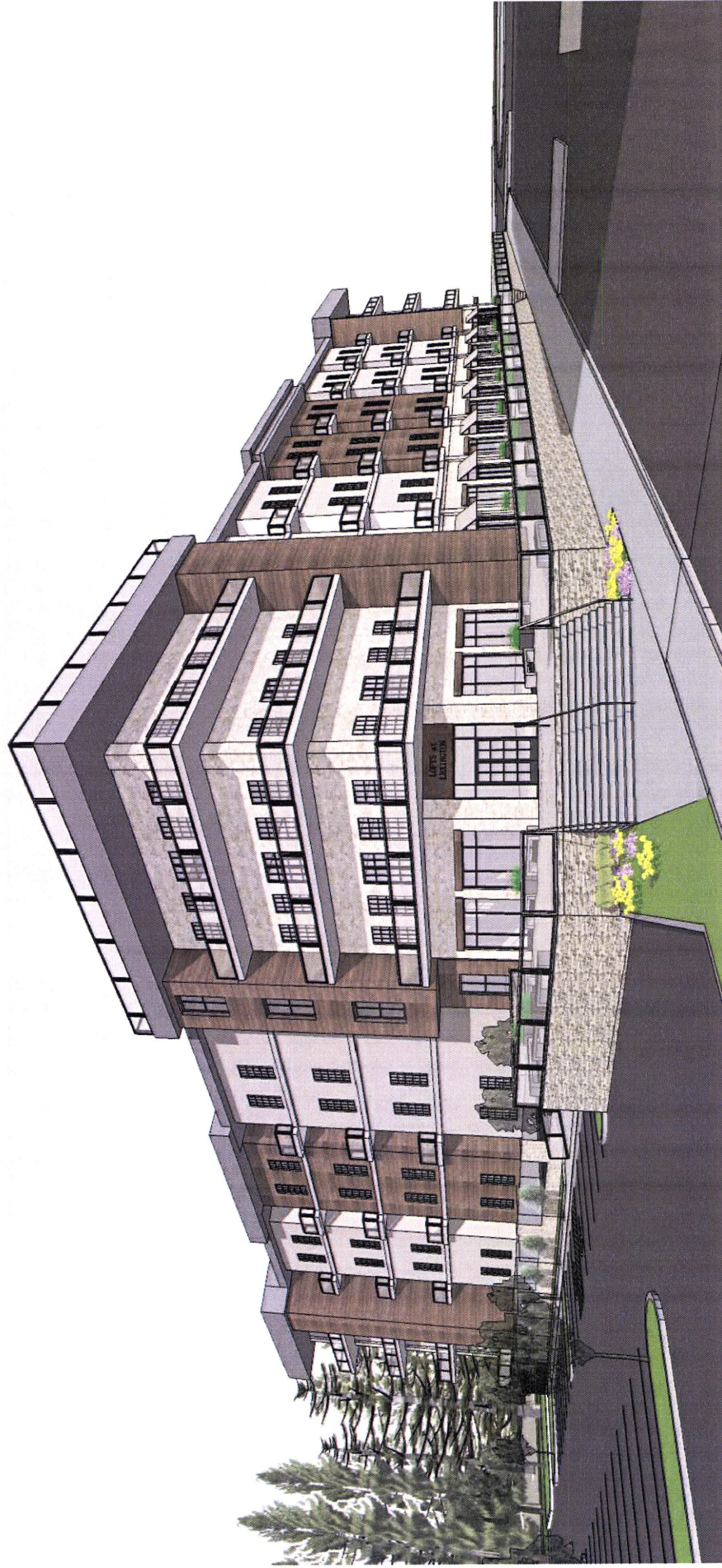
LOFTS AT LEXINGTON
PEACHTREE CITY, GA

JEFFERSON BROWNE ARCHITECTS



RENDERINGS NOT TO SCALE
APRIL, 2016

LOFTS AT LEXINGTON
PEACHTREE CITY, GA



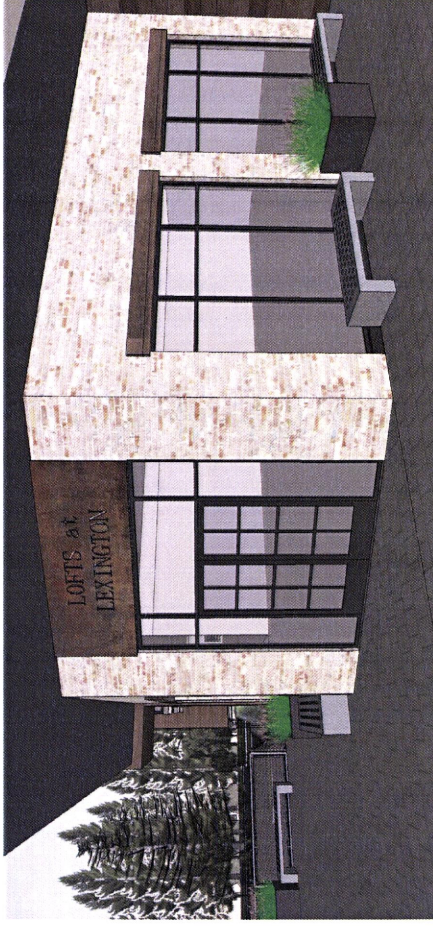
JEFFERSON BROWNE ARCHITECTS



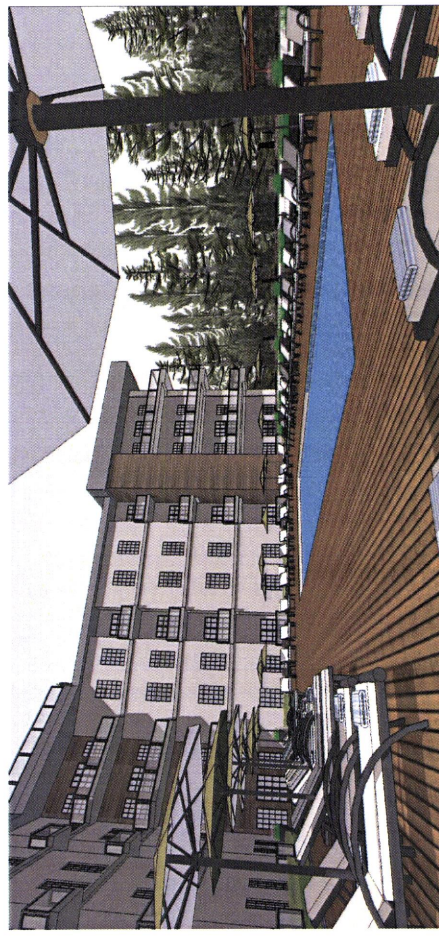
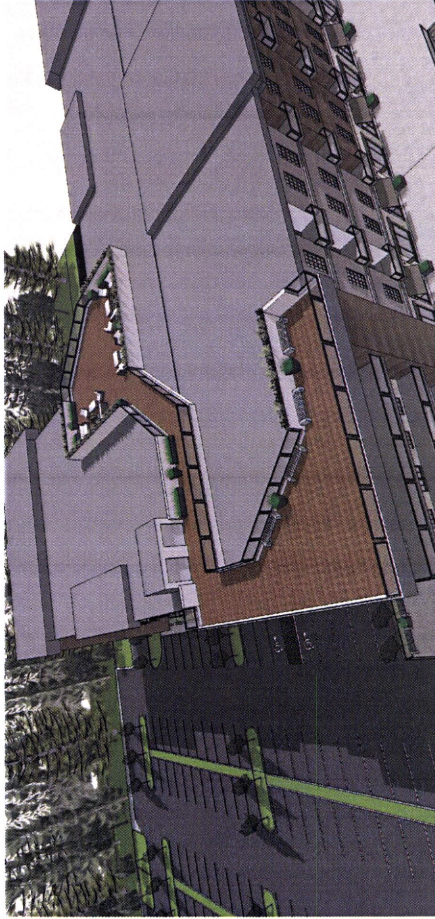
RENDERINGS NOT TO SCALE
APRIL, 2016

LOFTS AT LEXINGTON
PEACHTREE CITY, GA





LOFTS AT LEXINGTON
PEACHTREE CITY, GA



LOFTS AT LEXINGTON
PEACHTREE CITY, GA

RENDERINGS NOT TO SCALE
APRIL, 2016





**AN ORDINANCE TO AMEND THE PEACHTREE CITY ZONING ORDINANCE,
SPECIFICALLY SECTION 1006B.16.5 (E) LUC-16 ZONING DISTRICT,
MODIFYING THE MAXIMUM NUMBER OF FEE SIMPLE TOWNHOME UNITS
AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, AND IT IS HEREBY ORDAINED by authority of the same that:

Section 1. Article X, Requirements by District, Section 1006B.16 - Specific Limited-Use Commercial Districts of the Peachtree City Zoning Ordinance is amended as follows:

(1006B.16.1) Conformance with master plan.

Development shall take place in conformance with the Ozell Stankus master plan dated December 2, 1999 and attached hereto as Exhibit "A" (Master Plan); Group VI Roadway/Parcel layout plan dated January 16, 2001, (Exhibit "B") and Main Boulevard and Parking Specifications, (Exhibit "C"); provided however, that the property described in the LUC-28 Zoning District shall not be considered a part of such plans as of the effective date of this Ordinance. Any substantive change to this plan or any of the conditions and requirements of this section will require a new rezoning action.

(Section 1006B.16.5) Other Requirements

- (e) *Maximum residential units:*
Single-family detached - 135 units.
Fee-simple townhomes - 46 units.

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

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

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

Done, Ratified, and Passed this _____ day of _____ 2016.

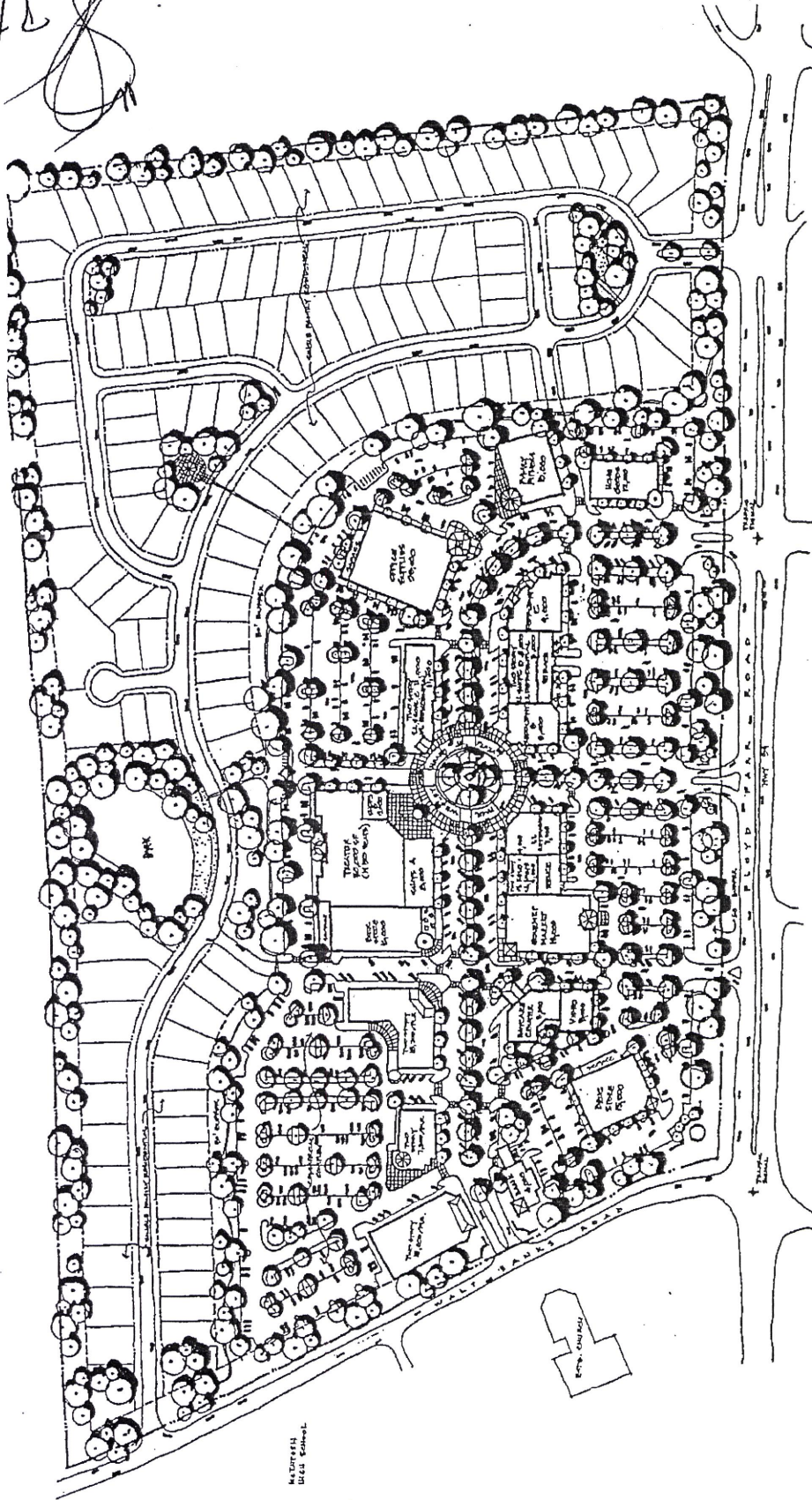
Vanessa Fleisch, Mayor

Attest:

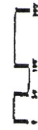
City Clerk



272



PROPOSED SITE PLAN
SP-02

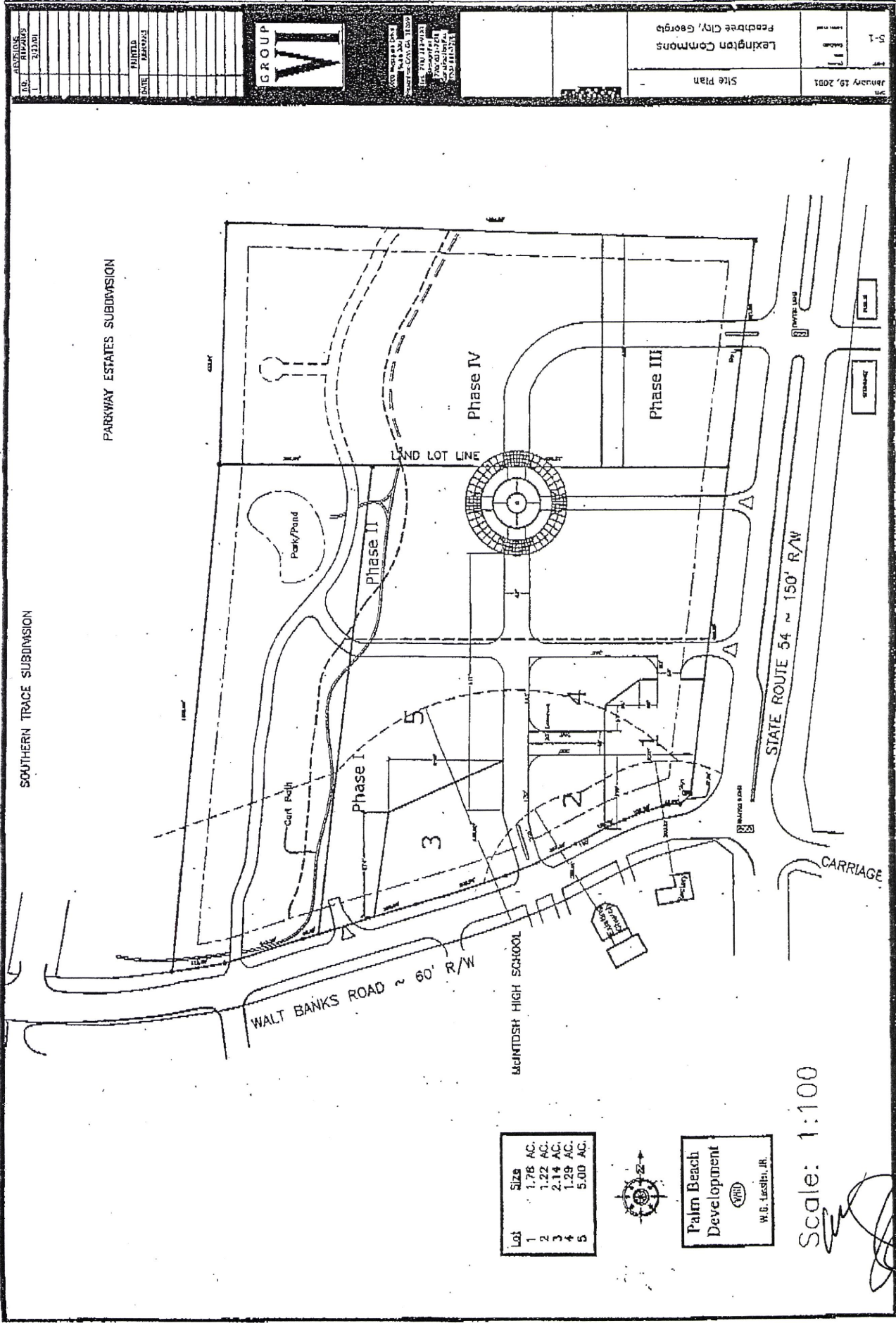


PEACHTREE CITY
GEORGIA

IES

MEZON 441
BLACK EMBROID

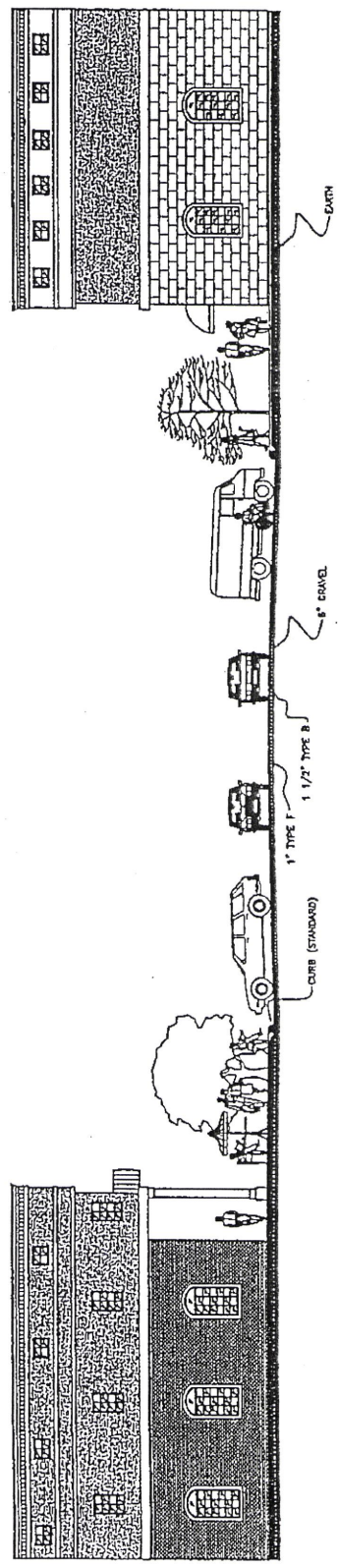
EXHIBIT "B"



PR17

WRT

SITE AREA AND ROAD DETAIL PEACHTREE CITY, GEORGIA CEXINGTON COMMONS 4003.00 2		February 2, 2001 1001
GROUP VI 200 Peachtree Drive Suite 200 Atlanta, GA 30305 Tel: 404.525.1234 Fax: 404.525.1235 Email: info@groupvi.com Website: www.groupvi.com		
PRINTED DATE REVISIONS		
REVISIONS NO. DATE DESCRIPTION		

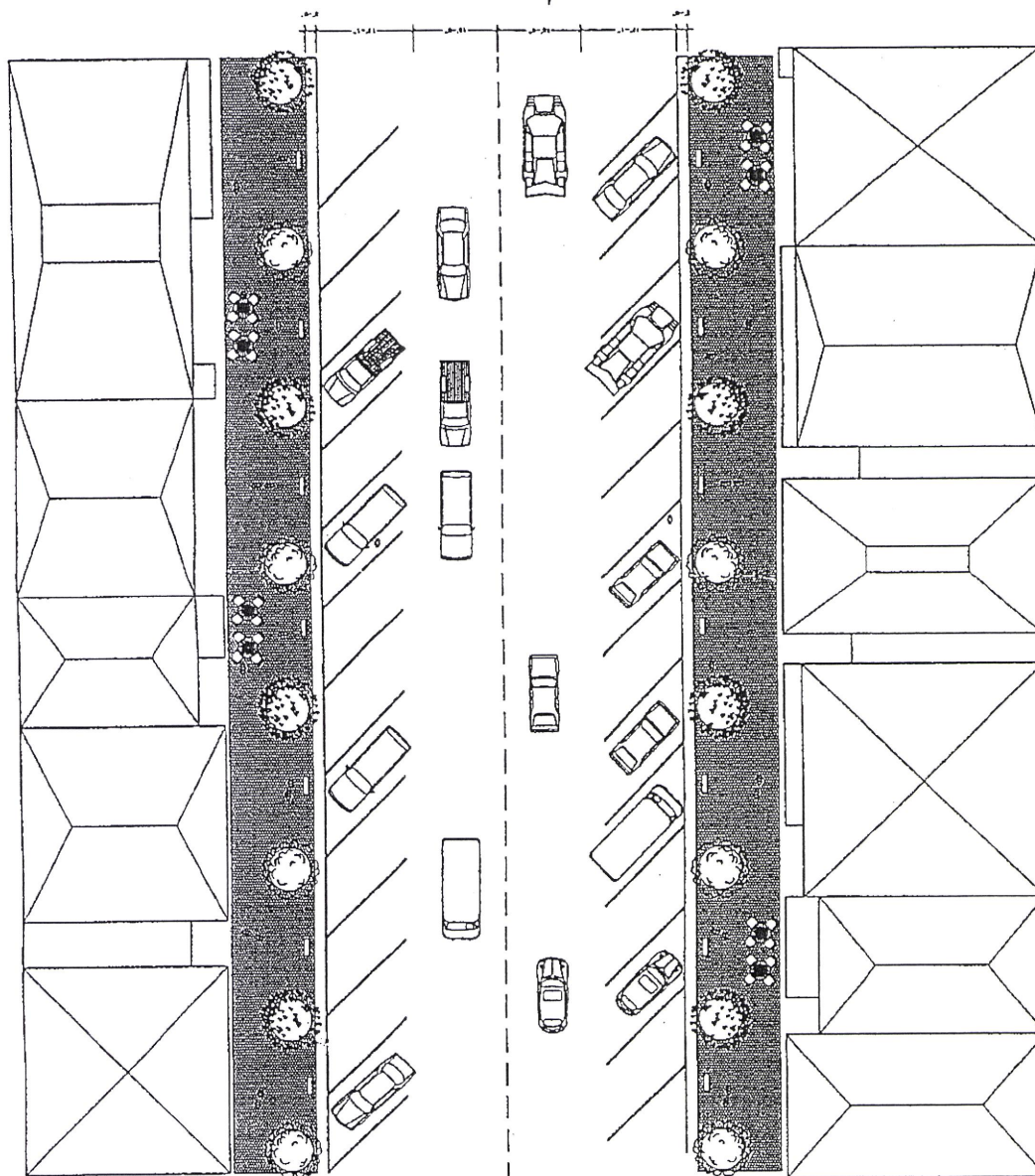


SECTION AND ROAD DETAIL
NOT TO SCALE

RTZ

February 2, 2001	SITE AREA AND ROAD DETAIL	LEXINGTON COMMONS Peachtree City, Georgia	1 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525
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AREA SITE DRAWING
NOT TO SCALE



**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE, SPECIFICALLY TO REMOVE A 4.88-ACRE
TRACT FROM THE LUC-16 ZONING DISTRICT (LEXINGTON CIRCLE) AND REZONE
SAID 4.88-ACRE TRACT OF LAND TO LUC-28 TO ACCOMMODATE A MIXED-USE
RESIDENTIAL AND RETAIL DEVELOPMENT, AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, AND IT IS HEREBY ORDAINED by authority of the same that:

Section 1. Article X, Requirements by District, Section 1006B. - Specific Limited-Use Commercial Districts of the Peachtree City Zoning Ordinance be amended to add Section 1006B.28 as follows:

(Section 1006B.28) Limited-use commercial district no. 28

- (a) A single tract of land within the existing Lexington Circle mixed-use development as described below shall be rezoned from its present Zoning designation of LUC-16, Limited Use Commercial District 16 to LUC-28, Limited Use Commercial District 28. Said property is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 93 of the 7th District of Fayette County, Georgia, being Tract 8 of Lexington Circle, as shown on that certain plat recorded in Plat Book 41, Page 127-128, Fayette County, Georgia records, said plat incorporated herein and made a part hereof by reference.

- (b) Said tract is included as Exhibit "A" and incorporated herein by express reference.

The subject tract shall be developed in accordance with all restrictions and conditions adopted as a part of the LUC-16 zoning district, except for the following:

The LUC-28 zoning district is specifically intended to permit the development of a four-story residential loft building that will contain no more than 100 residential units and associated amenities, said building shall not exceed the height of eighty (80) feet. The zoning designation shall also permit a ground-level retail component within the residential building.

- (c) Development shall take place substantially in conformance with the schematic site plans (dated July 2016) and building elevations (dated April 2016) as prepared by Jefferson Browne Architects, copies of which are attached hereto and incorporated into the Ordinance by express reference as (Exhibit "B"). It is understood the building, internal circulation, parking areas and stormwater detention areas may change once detailed site and grading plans are

prepared; however, any substantive change or deviation from the conditions and requirements of this section shall require a new rezoning action.

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

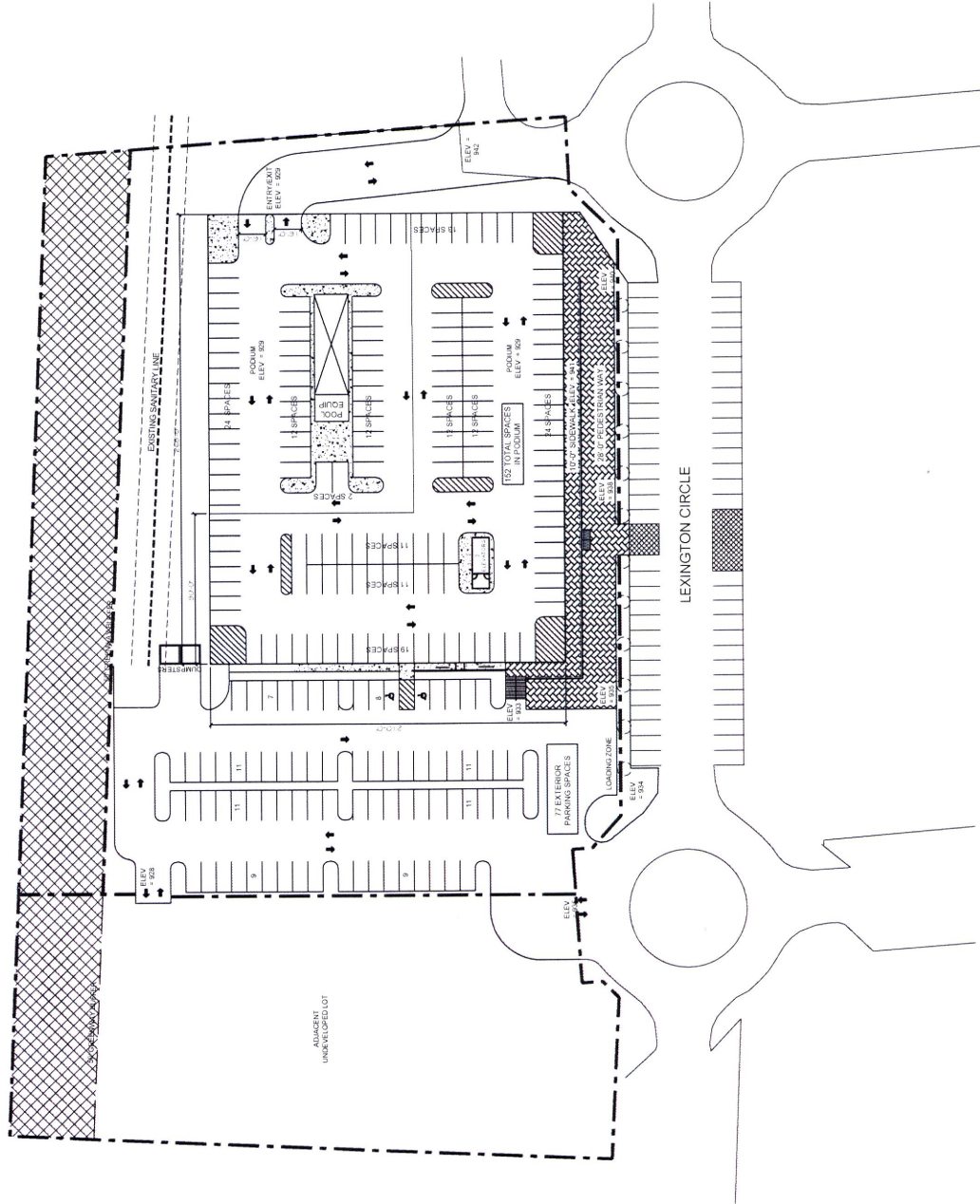
Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it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

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

Done, Ratified, and Passed this _____ day of _____ 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk



APPROVED

☐ APPROVED WITH COMMENTS
☐ NOT APPROVED

SIGNATURE _____

after reviewing the CONCEPT GRADING PLANS I
HEREBY APPROVE WITHOUT CHANGE

SIGNATURES WITHIN CURVED LINE: APPROVED WITH CONDITIONS
YOUR APPROVAL IS REQUIRED PRIOR TO PROCEEDING

JEFFREY S. BOWEN, DIRECTOR
 10000 JEFFERSON AVE., SUITE 1000
 DALLAS, TEXAS 75238-4321

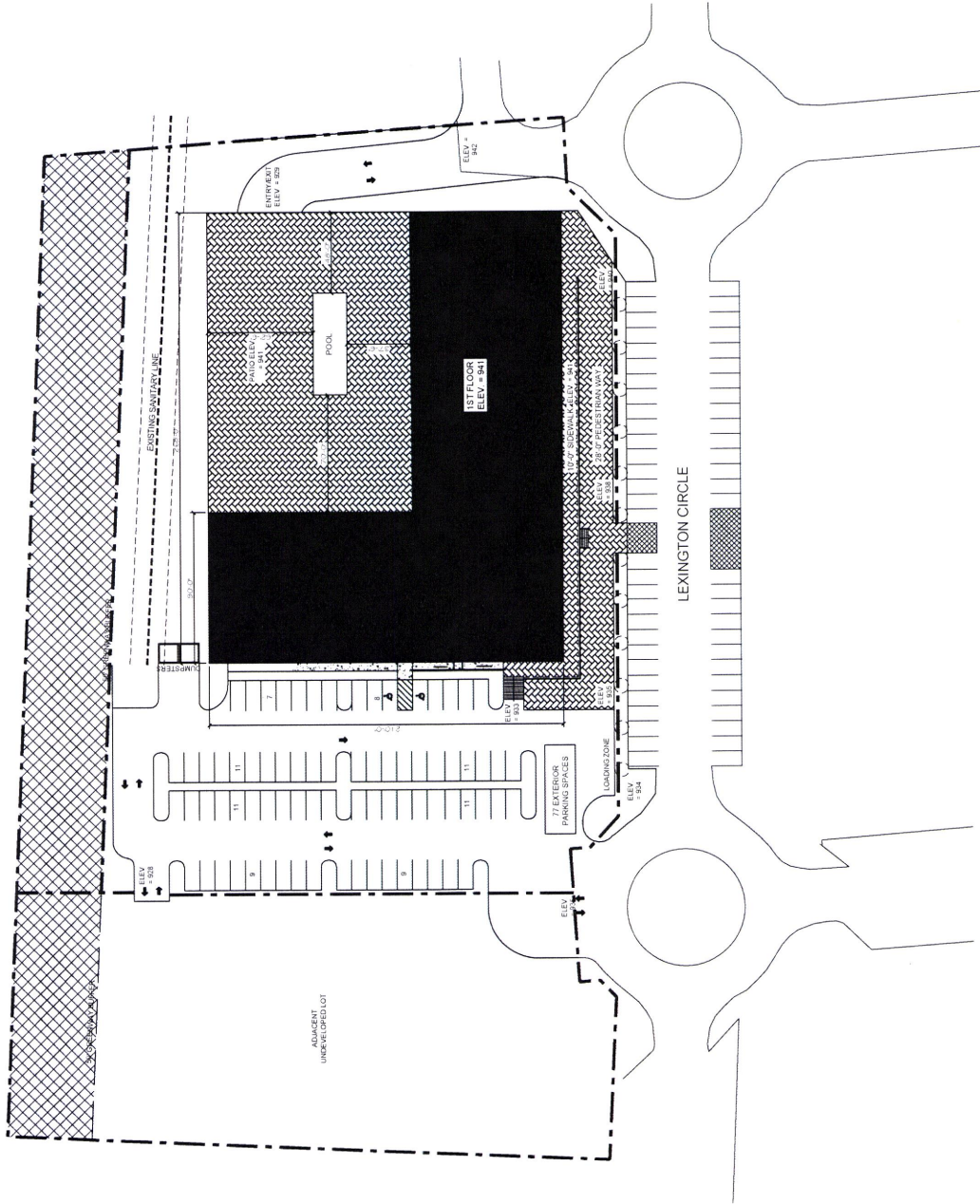
1 SCHEMATIC SITE PLAN PHASE #1 - GROUND LEVEL 7/01/2016

SCHEM
1.37 = 1.0

EXHIBIT "B" %

NO.	DATE	DESCRIPTION

DATE: 03/11/2019	PROJECT: LOFTS AT LEXINGTON	SHEET: 01 OF 02
DESIGNER: JBA	CLIENT: JBA	SCALE: 1" = 10'
DATE: 03/11/2019	PROJECT: LOFTS AT LEXINGTON	SHEET: 01 OF 02
DESIGNER: JBA	CLIENT: JBA	SCALE: 1" = 10'
DATE: 03/11/2019	PROJECT: LOFTS AT LEXINGTON	SHEET: 01 OF 02
DESIGNER: JBA	CLIENT: JBA	SCALE: 1" = 10'



APPROVED WITH COMMENTS
DATE: _____
SIGNATURE: _____
DATE: _____
SIGNATURE: _____

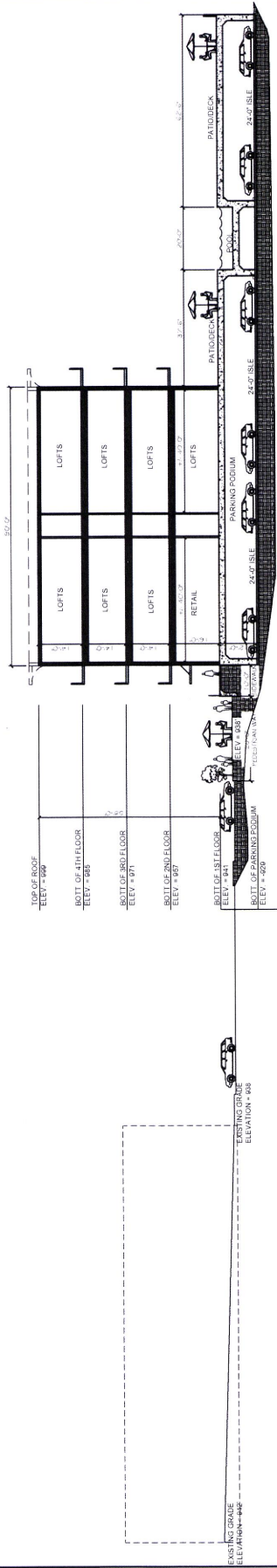
APPROVED FOR CONSTRUCTION: _____
DATE: _____
SIGNATURE: _____

APPROVED FOR CONSTRUCTION: _____
DATE: _____
SIGNATURE: _____

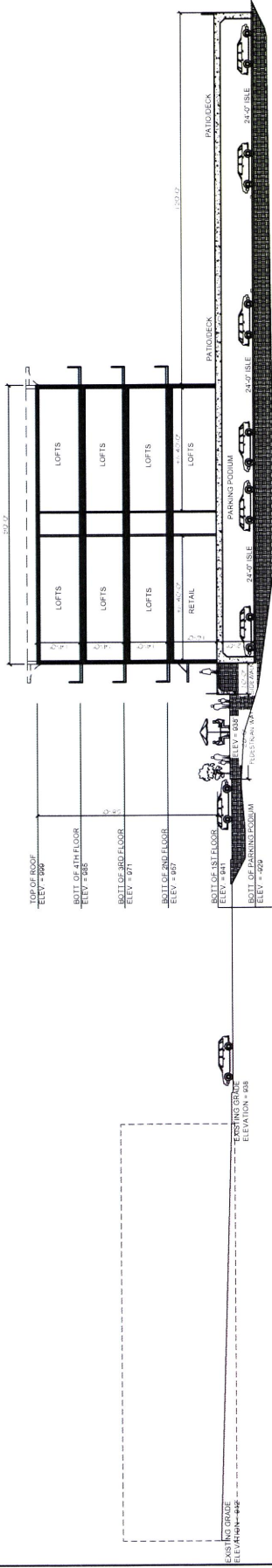
APPROVED FOR CONSTRUCTION: _____
DATE: _____
SIGNATURE: _____

1 SCHEMATIC SITE PLAN PHASE #1 - GROUND LEVEL 7/01/2019

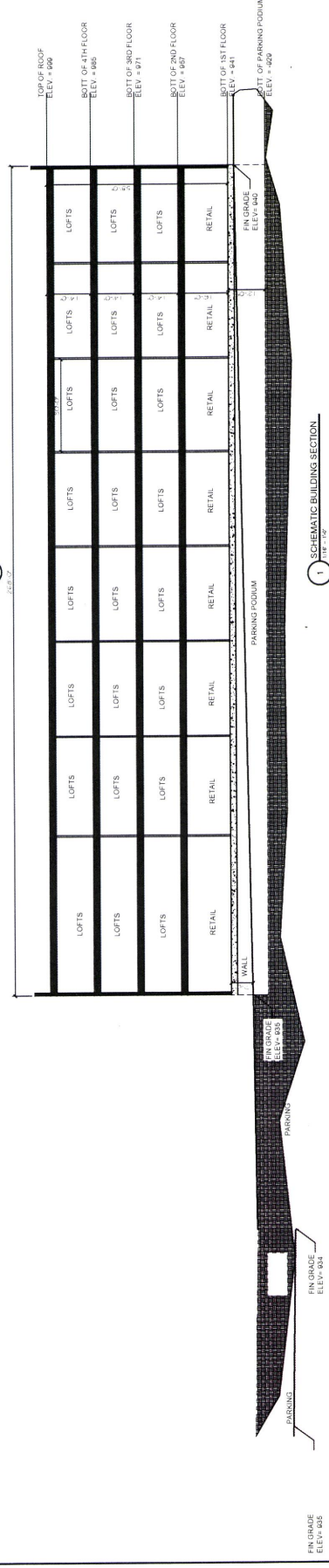
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1 SCHEMATIC BUILDING SECTION
1/8" = 1'-0"

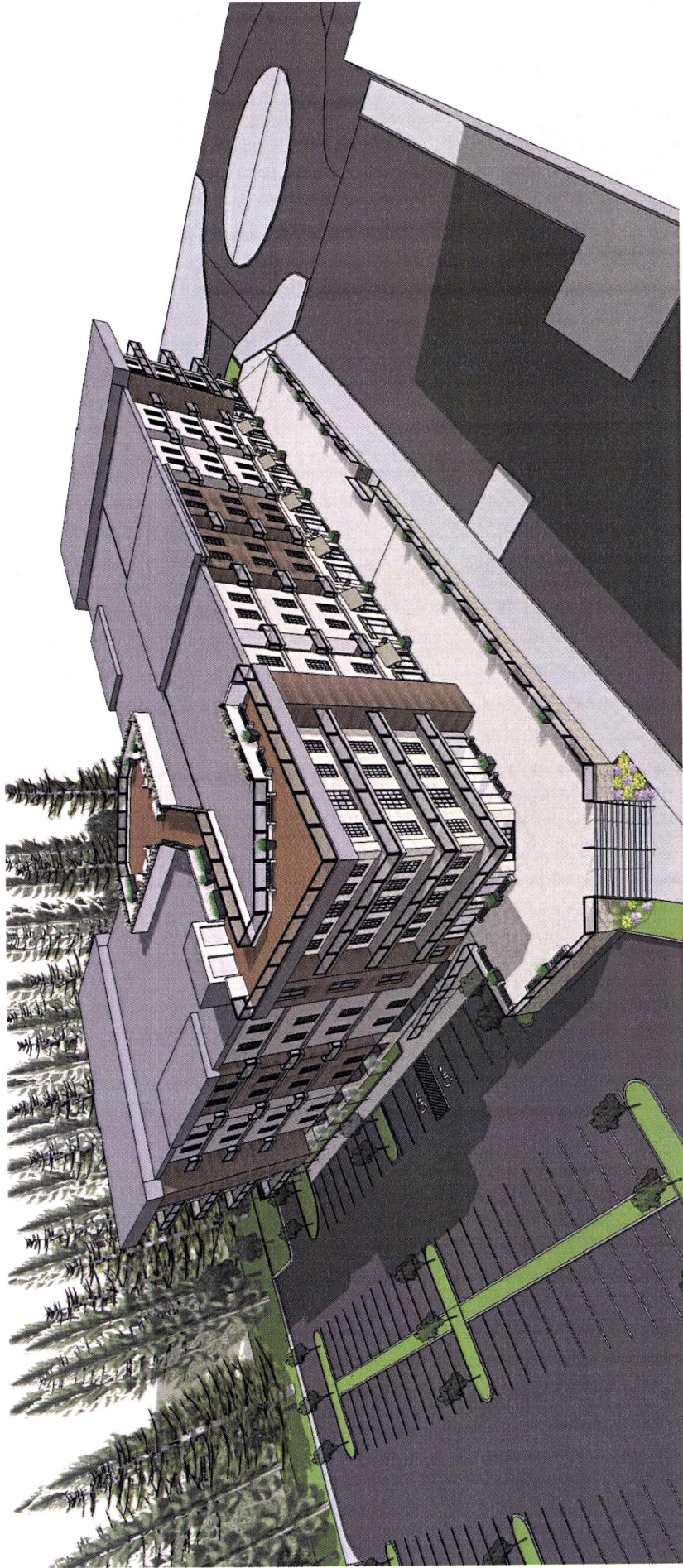


1 SCHEMATIC BUILDING SECTION
1/8" = 1'-0"



1 SCHEMATIC BUILDING SECTION
1/8" = 1'-0"

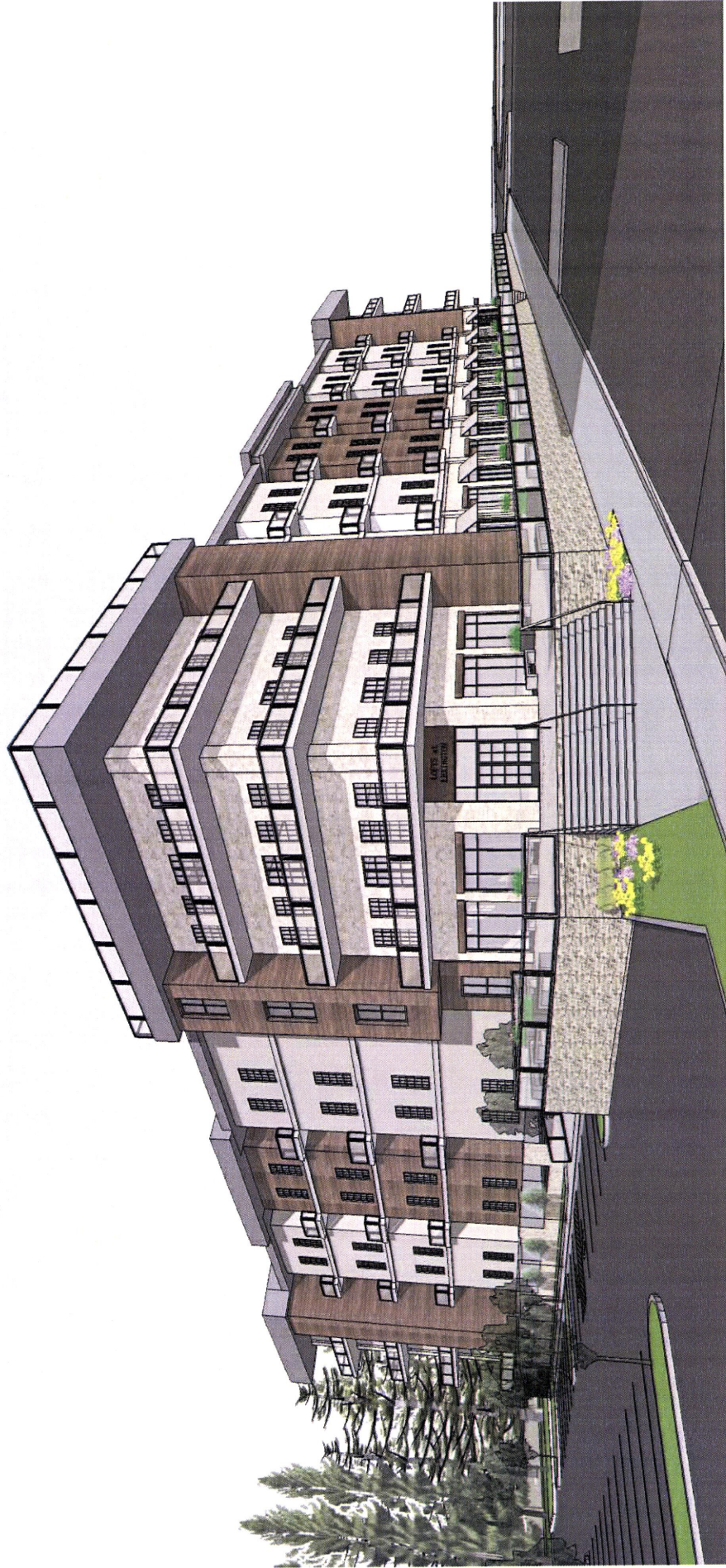
APPROVED WITH COMMENTS
DATE: _____
SIGNATURE: _____
PROJECT NO. 12-001
DATE: 10/10/12
BY: JBA
CHECKED BY: JBA
APPROVED BY: JBA



"B" 4/11



"B" 5/11



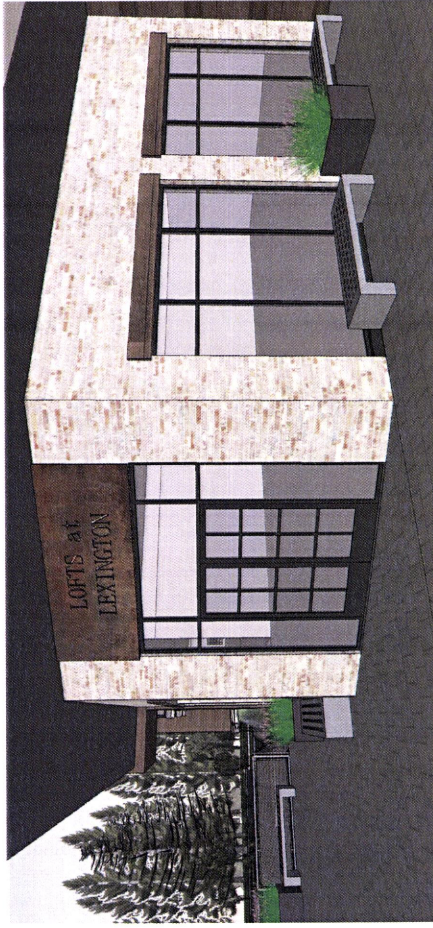
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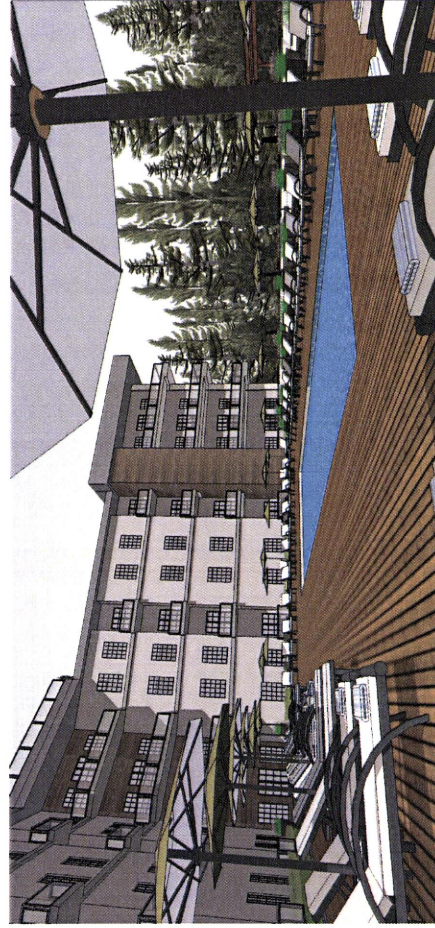
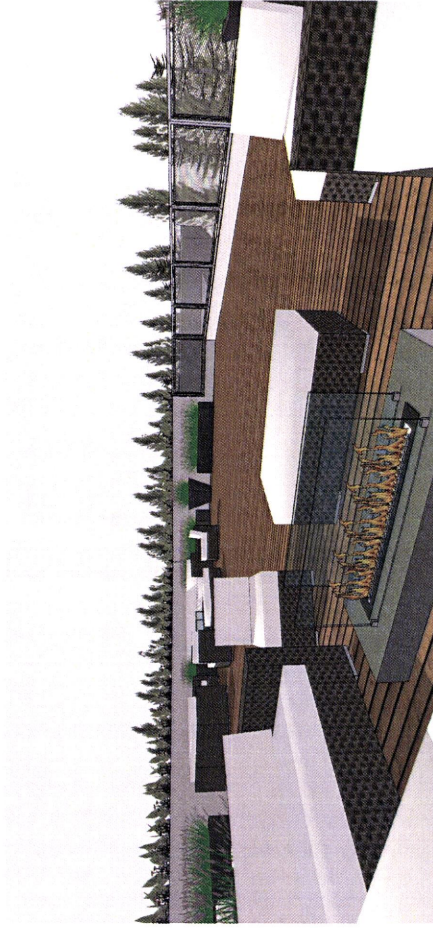
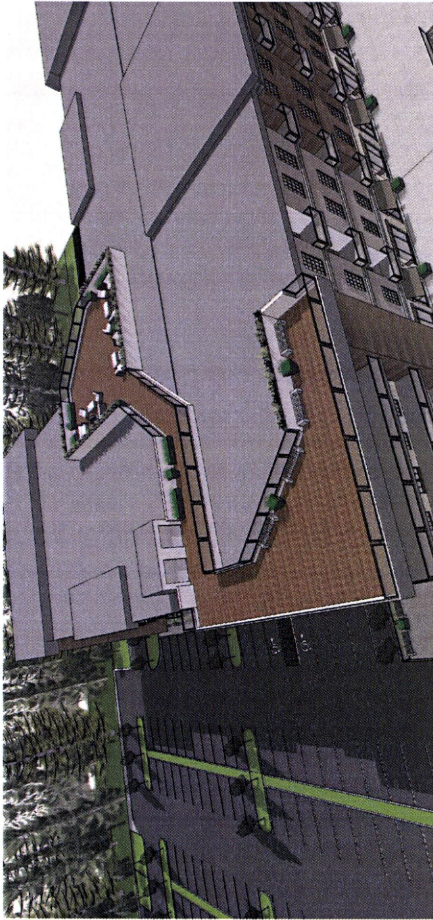
"B" 7/11



"B" 8/11



"B" 9/11



"B" 10/11

LOFTS AT LEXINGTON
PEACHTREE CITY, GA

RENDERINGS NOT TO SCALE
APRIL, 2016

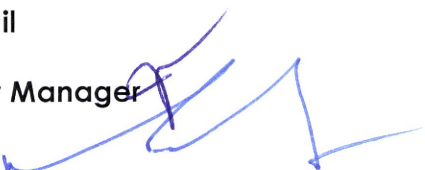


"B" 11/11

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: July 14, 2016

SUBJECT: Public Hearing: Consider Variance Request, R-15 Zoning Rear Setback Requirement, 609 Longer Drive
July 21, 2016 City Council Meeting

Case Number:	PV16-0004
Request:	Variance from Section 1001.4 (i), Zoning Ordinance
Property Location:	609 Longer Drive, Lot 38 Spooner Ridge Phase II
Current Zoning:	R-15, One Family Residential
Parcel Size:	24,865 Square Feet
Property Owner:	James and Mary Forestal
Applicant:	James T. Forestal

Request

The Applicant is requesting relief in the form of a variance from the rear setback requirement (Section 1001.4 (i)) of the R-15, One-Family Residential zoning district. The R-15 zoning district requires a minimum rear building setback of 30 feet. The Applicant proposes to enlarge an existing deck attached to the existing residential structure and construct a screened porch. According to the site plan submitted by the Applicant, the proposed screened porch would encroach into the rear building setback by no more than ten (10) feet.

The Applicant has included a justification report, site plans showing the proposed improvement in relation to the rear property line, a proposed floor plan, three (3) letters of support from adjacent property owners, and photographs.

Variance Consideration

In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

- (a) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or

- (b) The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Variance Criteria

Section 1207 of the Zoning Ordinance states:

In reviewing a request for a variance, the City Council shall not grant the request unless all of the following findings can be made:

- (a) *There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;*
- (b) *The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;*
- (c) *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;*
- (d) *The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district;*
- (e) *The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and*
- (f) *The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.*

If it is found that the request is not in conformance with these requirements or may possibly have an adverse effect on the surrounding area, the City Council shall deny the request in writing, stating the reasons for the denial.



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

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731

F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 32812

Date Filed 06/29/16

Case # PV16-0004

Office Use Only

VARIANCE LOCATION	Street Address <u>609 Langer Drive</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>James and Mary Forestal</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>770-631-2694</u>
VARIANCE LOCATION	Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	PROPERTY INFO	Email <u>JTF79@aol.com</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☒ Zoning		Subdivision: <u>Spencer R. Sg2</u>
APPLICANT	Name <u>James T. Forestal</u>	SUPPORTING DOCUMENTS	Phase: <u>II</u> Lot # <u>38</u>
	Address <u>609 Langer Drive</u> City, State, Zip <u>Peachtree City, GA 30269</u> Phone # <u>770-631-2694</u> Email <u>JTF79@aol.com</u>		Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application)
		☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)	

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Does the application pertain to a zoning setback?	☐ Yes ☐ No	
	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) How long has the violation existed?	____ Years	
	5.) What is the required setback?	____ Feet	
	6.) How much of a variance is being requested?	____ Feet	
	7.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions?	☐ Yes ☐ No	
	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking?	(Circle One)	
	5.) What is the required setback, height, or spaces?	____	
	6.) How much of a variance is being requested?	____	

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application?	☒ Yes ☐ No	
	2.) How much of a variance is being requested?	<u>≤ 10</u> Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☒ No <u>Graham & Lane Jackson</u>	

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: [Signature] Date 6/24/16

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied
Date of Acceptance: _____	Date of Hearing: _____	☐ Approved with Conditions
SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:	
Signature: <u>David E. Rant</u>	Date of Acceptance: <u>06-29-16</u>	Date of Public Hearing: <u>07-21-16</u>

www.peachtree-city.org

inv. 20371

Detailed Report
609 Longer Drive, Peachtree City GA 30269

Although undocumented in the plat for the Spooner Ridge development, Peachtree City has determined the boundary between our corner lot at 609 Longer Drive and our neighbor's lot at 503 Fallside Court is our rear boundary requiring a 30 foot setback versus the 10 foot setback required of a side boundary.

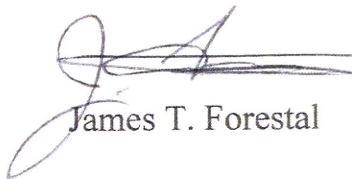
As shown on our site survey, the strict application of this 30 feet setback ordinance would deny us the privilege of enjoying a reasonably sized screened back porch enjoyed by other property owners in our neighborhood and the surrounding neighborhoods.

Our existing uncovered and undersized deck constructed by the home builder and displayed on the original site plan, already encroaches into the 30 feet setback. The proposed useable screened porch will not exceed 10 feet into the setback, and the spacing between our proposed screened porch and our neighbor's house at 503 Fallside Court will exceed 50 feet.

All three neighbors adjoining our property are aware of our variance request, and do not object to our intention to build a screened porch. The two neighbors located at 100 and 102 Panstone Drive are not impacted by this variance.

Replacing our existing deck with the proposed screen porch would not be materially detrimental to public health, safety, or general welfare nor injurious to property or improvements in the neighborhood. It would improve the property value.

We have recently retired, and upgraded our landscaping and the interior of our house. We would very much appreciate the approval of this variance request, so we can entertain and enjoy our property to the fullest.


James T. Forestal 6/28/16


Mary A. Forestal 6/28/16

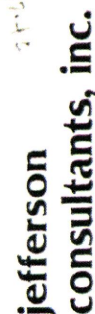
[illegible]

$1'' = 20'$
 $2'' = 12'$
 $3'' = 5'$
 $\frac{1}{3}'' = 2'6''$
 $\frac{1}{2}'' = 7'6''$

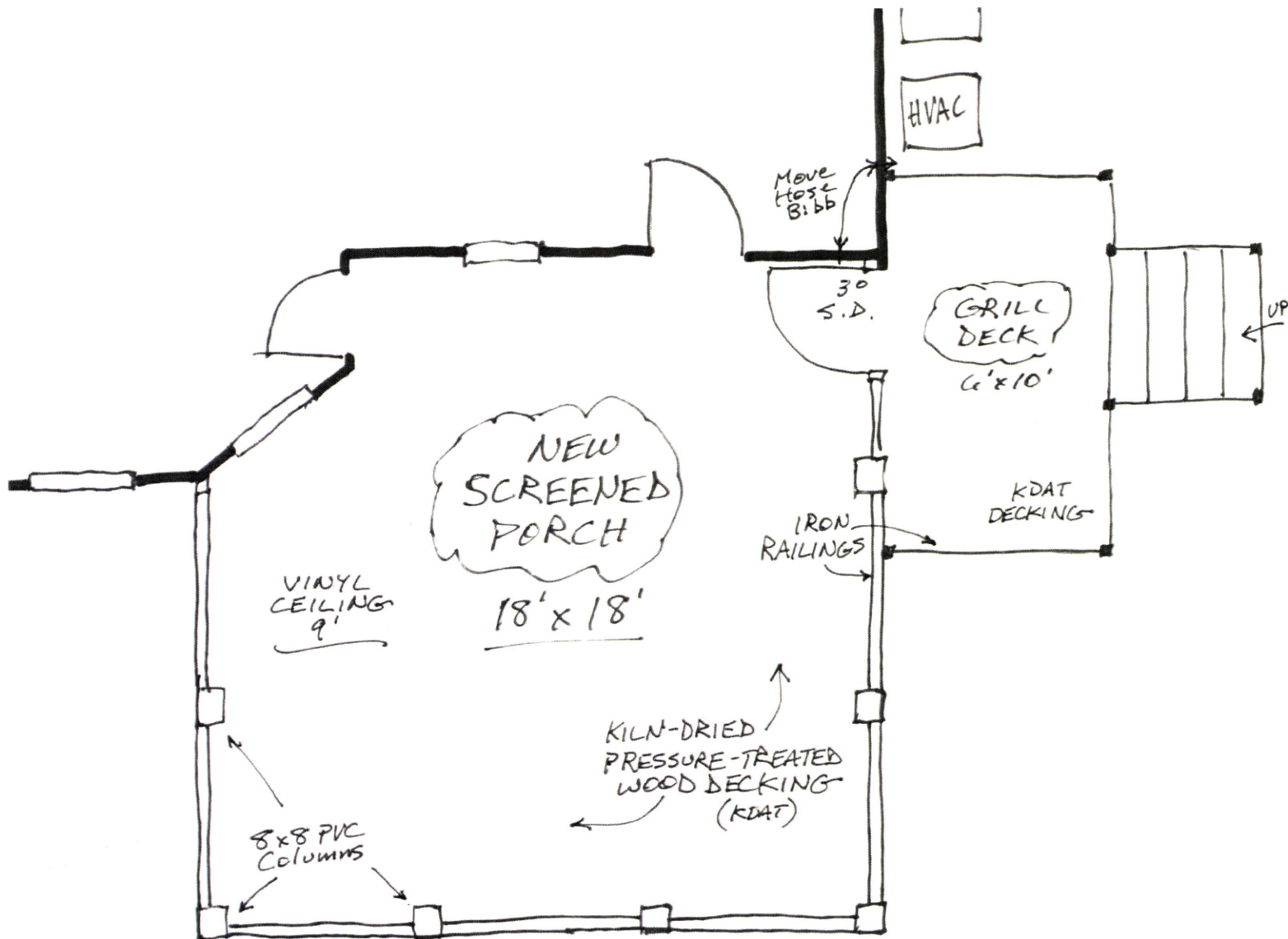
In my opinion this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements by law.

Larry C. Shumstick
Larry C. Shumstick, R. L. S.

52
18
22
12
32
12
25



PFEIFER
BUILDING CO., INC
312 CROSSTOWN RD. # 191
PEACHTREE CITY, GA 30289



FLOOR PLAN: $\frac{1}{4}" = 1'$

PROPOSED SCREENED PORCH
FOR

JIM & MARY FORESTAL

609 LONGER DR.

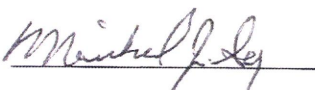
PFEIFER
BUILDING CO., INC
312 CROSSTOWN RD. # 191
PEACHTREE CITY, GA 30269
6/10/16

Letter of Support

We are aware of and have no objection to the Forestal's variance request to encroach their 30 feet setback of the boundary between their property at 609 Longer Drive and our property at 503 Fallside Court.

The encroachment of not more than 10 feet will result in approximately 50 feet between their proposed screened porch and our house.

The Forestals should be allowed to have a screened back porch like ourselves and other property owners in our neighborhood.



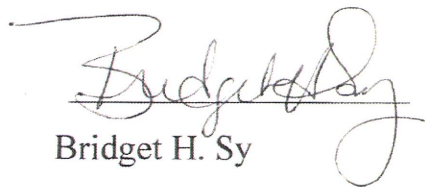
Michael J. Sy

503 Fallside Ct

Peachtree City, GA 30269

6-24-16

Date



Bridget H. Sy

6-24-16

Date

Letter of Support

We have no objection to the Forestal's variance request to replace their open deck with a screened porch, requiring an encroachment of the 30 foot setback of the boundary between their property at 609 Longer Drive and their neighbors property at 503 Fallside Court.

The encroachment of not more than 10 feet will have no impact on our property.

The Forestals should be allowed to have a screened back porch like other property owners in our neighborhood.

Sara S. Guilbert
107 Panstone Drive
Peachtree City, Ga. 30269

6/24/14

Sara S. Guilbert

Ed Guilbert

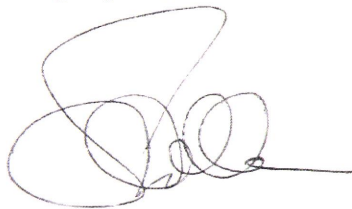
24 JUN 16

Letter of Support

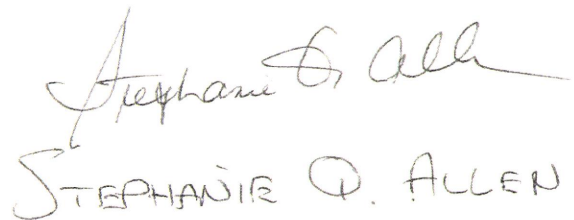
We have no objection to the Forestal's variance request to replace their open deck with a screened porch, requiring an encroachment of the 30 foot setback of the boundary between their property at 609 Longer Drive and their neighbors property at 503 Fallside Court.

The encroachment of not more than 10 feet will have no impact on our property.

The Forestals should be allowed to have a screened back porch like other property owners in our neighborhood.



STEPHEN M. ALLEN
100 PAULSTONE DRIVE
PEACHTREE CITY, GA 30269
CELL: 678-764-4518



STEPHANIE Q. ALLEN











CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director *P.S.*
Purchasing Agent *KB*

FROM: IT Manager

DATE: June 20, 2016

SUBJECT: AV System for Council Chambers
July 21, 2016, City Council Meeting

Recommendation:

Staff recommends the purchase of a complete Audio Visual System for the Council Chambers including lighting from Summit Systems, Inc. (SSi) for the not to exceed proposed price of \$90,594 and an additional \$4,406 for peripheral and unanticipated expenses for a total budget of \$95,000.

Discussion:

The Request for Proposals (RFP) for a delivered and installed AV System was posted on the City's website and emailed to all known AV System vendors. Mandatory pre-proposal meetings were held in late March. Potential proposers were required to visit the site with City staff, acquaint themselves with the Council chamber and ask questions of staff. Staff also used this time to emphasize the weighted criteria upon which the proposals would be evaluated. Twelve (12) firms were represented at the mandatory pre-proposal meeting.

Five firms submitted proposals. The following is the weighted criteria used for evaluation:

- | | |
|---|-----|
| • Integration of System Components | 30% |
| • Price | 30% |
| • Qualifications, Quality and adherence to specifications | 20% |
| • Durability of Equipment, Guarantees and Warranty | 10% |
| • References and Delivery Times | 10% |

Staff members who reviewed the proposals included Philip Abbott, IT Manager, Angela Egan, Purchasing Agent and Savas Mavridis, Purchasing Specialist. Staff also consulted with Joseph Andresen of AVPGI who served as a third party with expertise in AV Systems. Considerable staff time was spent reviewing the proposals both individually and as a group.

Initially, staff individually rated each submittal with the exception of the equipment. Next, staff met together and reviewed and discussed each proposal. Joe with AVPGI thoroughly reviewed the equipment lists from all proposers and spent time educating staff on manufacturers and expected levels of quality based on his knowledge of the industry and his personal experience. With input from AVPGI, staff went back to the top

three proposers asking them to review and modify if necessary their pricing proposals based upon recommendations from AVPGI. Proposers had initially submitted their proposals (including pricing) based solely upon the original RFP and their own experience supplying AV systems. These resubmittals allowed for a more direct comparison of specific manufacturers and levels of quality.

Although not part of the evaluation criteria, one added benefit of choosing SSI is their significant experience in lighting. By using the same lighting vendor that installs the AV system, we will have confidence that adequate lighting for the new system has been installed.

References have been checked – all reporting extremely positive experiences. The lead time for delivery of the equipment is about eight weeks from the date of order. The expected installation time is approximately two weeks.

Peripheral costs are expected to include new ceiling tiles, potential repairs to the sprinkler system and unforeseen changes initiated by the City.

The AV System upgrade is \$67,036.10, the two year extended warranty is \$4,045.98 and the lighting upgrade is \$19,511.75, peripheral costs are expected to be approximately 5% for a total budget of \$95,000.

Budget Impact:

Funds are available in Facilities Authority Fund 382 contingency.

Attachment: Evaluation Summary

EVALUATION SUMMARY
AV SYSTEM
COMBINED EVALUATION

Company	Amount	Integration of System Components (30% weight)	Price (30% weight)	Qualif. Quality and Adh to Specs (20% weight)	Durability of Equip, Guarantees & Warranty (10% weight)	References & Delivery Times (10% weight)	Weighted Score
AVI-SPL	\$71,156.44	3.50	4.07	3.22	3.69	3.41	3.63
LMI Systems**	\$57,990.00	2.75	5.00	3.08	2.67	3.03	3.51
NetPlanner	\$130,623.52	1.50	2.22	2.50	1.38	2.63	2.02
Sound Principles*	\$111,511.51	4.35	2.60	4.60	4.40	4.25	3.87
Summit Systems	\$67,036.10	4.35	4.33	4.21	4.05	4.03	4.25

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *X*
Financial Services Director *P.S.*
Assistant Financial Services Director *VB*
Purchasing Agent *VB*

FROM: City Engineer *David A. Brubaker*

DATE: July 14, 2016

SUBJECT: Repairs and Maintenance to Burn Building
July 21, 2016, City Council Meeting

Recommendation:

Staff recommends that City Council award a contract for repairs to the City's Burn Building to Beluk Construction Inc., for the lump sum, not to exceed amount of \$44,990.

Discussion:

The Peachtree City Fire Department operates a burn building at the fire station on Paschall Road. This building is used for live fire training exercises and is repeatedly exposed to high temperatures. Therefore, the building was designed with sacrificial internal walls that could be repaired or replaced, and a permanent outside frame structure.

For this project, the City Bid out to have various internal walls rebuilt or repaired. In addition Staff has included repainting metal railings as well as repairing damaged concrete on the superstructure.

Two bids were received as follows.

COMPANY	LUMP SUM BID
Beluk Construction Inc.	\$44,990.00
Tomco Construction, Inc.	\$94,400.00

Staff recommends awarding the contract to Beluk Construction. They are familiar with masonry works and the City has used them before.

Budget Impact:

This project is a budgeted project on the 2014 Facility Bond and there are funds available to cover the cost. If approved by Council, \$32,000 would come from the line item 381-3510-541300 (FB15FRST81RF) and \$12,990 would come from the 2014 Facility Bond Contingency line.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, City Clerk 

DATE: July 14, 2016

SUBJECT: Consider Findings of Hearing Officer in Ethics Complaint
July 21, 2016, City Council Meeting

Recommendation:

That Council take one of the following actions relative to the attached findings, as provided by Sec. 62-76 of Peachtree City's Ethics Ordinance:

1. Accept the findings and recommendations of the hearing officer;
2. Accept the findings of fact and reject the recommendation, instead substituting its own discipline; or
3. **(Requires supermajority vote)** Reject the findings and recommendations and either:
 - a) Dismiss the complaint; or
 - b) Conduct a hearing to determine alternate findings and recommendations.

Discussion:

On May 17, the City received an Ethics Complaint against Mayor Pro Tem King regarding the conduct of a Public Hearing in the absence of Mayor Fleisch. Pursuant to the City's Ethics Ordinance, the City Clerk (in the presence of the City Manager and City Attorney) randomly drew the name of Mr. Tommy Greer of Carrollton as hearing officer from the pool of five eligible attorneys.

Mr. Greer's summary of the complaint, along with his findings and recommendation of dismissal, are attached.

Findings:	1. Complaint not timely filed 2. Complaint unjustified, frivolous, and patently unfounded
Recommendation:	Dismissal

To date, the City has been invoiced \$\$2,525 in legal fees for this complaint.



THOMAS E. GREER
JON GREER
ERICA L. TISINGER
GRACE C. PIPPIN

GREER TISINGER

THOMAS E. GREER
tommy@greertisingerlaw.com

June 30, 2016

btyler@peachtree/city.org

Ms. Betsy Tyler
Public Information Office/City Clerk
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Ethics Complaint filed by Mr. John L. Dufresne on May 17, 2016
Report of Hearing Officer

Dear Ms. Tyler:

BACKGROUND

The undersigned was appointed Hearing Officer for purposes of the Complaint referenced above in compliance with the Peachtree City Code of Ethics Ordinance, Sec. 62-74. Thereafter, the undersigned received and reviewed the following documents:

- A. The Complaint by John L. Dufresne dated May 17, 2016.
- B. The Response on behalf of Councilman, Michael King, filed by the Whalen Law Firm on May 26, 2016.
- C. The Peachtree City Code of Ethics Ordinance.

As pointed out above, the Complaint was filed on May 17, 2016. The Complaint alleges that Councilman King violated the Peachtree City Code of Ethics, Sec. 62-72(1) by failing to comply with... "all laws of the United States, the State of Georgia, and the city in the performance of their public duties."

The Complaint further alleges that Councilman King violated public hearing procedures contained in Chapter 2, Article II, Division 2, Section 2-38 in the Code of Ordinances City of Peachtree City. (Exhibit C to Complaint). Specifically, the Complainant appears to contend that Councilman King's violation consisted of failing to... "assure input was complete before ending the public hearing as required by Section 2-38(6) when he failed to ensure that the hearers (Council members) asked their questions before ending the public hearing as required by Section 2-38(5)." The Complainant goes on to contend that the minutes of the meeting reflect that Mayer Pro Tem King closed the public hearing, then allowed council members to ask questions, and then proceeded to... "lose control of the meeting when the public and City staff engaged in a more detailed discussion with Council after the public hearing ended." (See Exhibit B to Complaint).

The recommendation in this Report is that the Complaint be dismissed on two grounds. The first is that it was not timely filed as required by a combined reading of Secs. 62-73(a) and 62-73(b). The second, and independent ground, is that the Complaint is found to be unjustified and frivolous within the meaning of Sec. 62-75(b).

The Hearing Officer in complaints like the present one is charged with reviewing the relevant documents and conducting an investigation, and making a determination as to whether the Complaint is in conformity with Sec. 62-73, or whether the Complaint is unjustified, frivolous, or patently unfounded, or whether the Complaint demonstrates facts sufficient to invoke disciplinary jurisdiction. (See Sec. 62-75(b)).

Thereafter, the Hearing Officer is charged with making a written report to be transmitted to the Clerk, within 45 days of the filing of the Complaint, and within seven days of the completion of the investigation. (See Sec. 62-75(e)). The Complaint reveals on its face that it was filed on May 17, 2016, and therefore, and therefore, this Report is filed within 45 days of the filing of the Complaint. The investigation of the undersigned was completed on Monday, June 27, 2016, and this Report is forwarded to the Clerk within seven days of that date. (See Sec. 62-75(e)). (On June 30, 2016).

BASIS FOR RECOMMENDATIONS OF HEARING OFFICER

A. The Complaint Was Not Timely Filed.

To begin with, Sec. 62-73(a) provides that all Complaints against members shall be filed with the City Clerk. However, Sec. 62-73(a) goes on to provide that in order to discourage the filing of Ethics Complaints solely for political purposes, Complaints will not be accepted against a person seeking election as a member, whether currently serving as a member or not... "from the date qualifying opens for the elected office at issue to the date election results for that office are certified." Sec. 62-73(a) concludes that the time for filing Complaints will not run and is tolled during the period from the date qualifying opens until certification of election results. Complainant's efforts at invoking this tolling provision are misplaced.

Sec. 62-73(b) provides in part that... "A Complaint alleging a violation must be filed within six months from the date the Complainant knew or should have known of the action alleged to be a violation."

Ironically, the document and attachments which are fatal to this Complaint are the Complaint itself and the documents attached to that Complaint. Specifically, the Complaint reveals on its face that the alleged violation took place at a meeting on January 15, 2015.

Sec. 62-74(c) of the Peachtree City Code of Ethics places the burden of proof required to establish a violation under the Code of Ethics on the Complainant, and the standard of proof is "clear and convincing evidence." (See 62-74(c)).

The only meeting of which the Complainant complains of any alleged Ethics violation was the meeting of January 15, 2015. (See first paragraph of Complainant's Complaint). As a part of the investigation, the undersigned contacted the City Clerk and determined that the minutes of the January 15, 2015 meeting were approved and available no later than February 5, 2015. Therefore, under any standard of proof, whether clear and convincing or preponderance of the evidence, the Complainant knew or could have known of the alleged violation at the meeting on January 15, 2015 no later than February 5, 2015. This invokes the mandate in O.C.G.A. § 62-73(b) requiring that a Complaint alleging a violation must be filed within six months from the date the Complainant "knew or should have known of the action alleged to be a violation." Under any construction of the evidence in this case, the Complainant had from possibly January 15, 2015 and certainly from February 5, 2015 through August 5, 2015 (six months) within which to file this Complaint in compliance with Section 62-73(b).

These facts eliminate Complainant's entitlement to rely on the window provided in Sec. 62-73(a) prohibiting the filing of Complaints and tolling the filing deadlines from the date that qualifying opens for an office to the date that election results are certified. (See 62-73(a)). Again, on the face of this Complaint, Complainant acknowledges that the qualifying period began August 31, 2015 (See Complainant's Complaint). In short, any time between February 5, 2015 (date Minutes of the January 15, 2015 Minutes were available), and August 5, 2015 (26 days in advance of the opening date for qualifying), Plaintiff was required to file this Complaint, did not, and it is time barred.

B. Even assuming for the sake of argument that the reasoning contained in subsection A above is flawed, there is a second and independent grounds for dismissing this Complaint. The Complaint is unjustified, frivolous and patently unfounded within the meaning of Sec. 62-75(b) of the Peachtree City Code of Ethics. Again proof of this proposition is provided by the Complaint itself and the documents attached thereto. While the Complainant alleged a violation only on January 15, 2015, a reading of Exhibit B to the Complaint makes it abundantly clear that he morphed into complaints about the meeting of October 15, 2015. Placing aside for the moment that Mr. Dufresne does not complain of any ethics violation in the October 15, 2015 meeting, and for the sake of argument, taking into consideration, the position taken by Complainant with regard to that meeting, the Complaint and the arguments contained therein still fail as unjustified, frivolous and patently unfounded within the meaning of Sec. 62-75(b).

It is apparent and conceded by Councilman King in the Response filed on this behalf that the sequence with regard to Item 10-15-06 involved public comments and questions by Council members after the closing of that meeting. It would be a massive triumph of form over substance to conclude that that could, under any circumstances, be considered an ethical violation.

First, if anything, the manner in which the meeting was conducted and comments received was done in an effort to be abundantly fair and not restrictive. It is difficult to sustain the proposition that entertaining more public input and not less would somehow violate due process, especially in this setting. The same would be true of any complaint that comments were not entertained in perfect order.

As pointed out in the Response filed on behalf of Councilman King, it appears that the hearing was a hearing over the Sign Ordinance and not a zoning matter as contended by Complainant. Secondly, even if somehow this debate over a Sign Ordinance could be construed to be subject to the mandate that public hearings "shall" comply with the procedures which Complainant contends were violated, in this situation the word "shall" cannot be considered mandatory but directory since no penalty is prescribed for a violation if there was one (and there was not). (See Cobb County v. Robertson, 314 Ga. App. 455 and Fulton Co. Board of Tax Assessors v. Fast Evictions, LLC, 314 Ga. App. 178 (2012)).

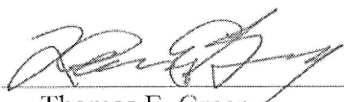
Again, and as pointed out in the Response filed on Councilman King's behalf, the foundation of due process is basic fairness. In this case entertaining more public input as opposed to restricting additional public input would not violate the fundamental principles of fairness and the public policy of this State. (See Adventure Outdoors, Inc. v. Bloomberg, 307 Ga. App. 356 (2010)). Moreover, the Minutes reflect that Complainant not only participated by making comments, he made a Motion for Continuance on the agenda item in question which passed unanimously meaning this was a situation of "no harm, no foul." The Complaint is frivolous on its face.

CONCLUSION

Based on the forgoing Findings of Fact and analysis of the controlling provisions of the Code of Ethics for Peachtree City and controlling legal authority, the determination of the undersigned is that this Complaint was not timely filed in conformity with the requirements of Sec. 62-73(b) and that the Complaint is unjustified, frivolous, and patently unfounded within the meaning of Sec. 62-75(b) of the Peachtree City Code of Ethics. For either of these reasons independently or both combined, it is the recommendation of this Hearing Officer that this Complaint should be dismissed.

Respectfully submitted this 30th day of June, 2016.

GREER TISINGER, LLC

By: 
Thomas E. Greer
Georgia Bar No. 309450

210 South Street
Carrollton, Georgia 30117
Phone: (770) 836-8327
Fax: (770) 838-9756

SUMNER | MEEKER
ATTORNEYS AT LAW LLC

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: July 14, 2016

RE: Settlement of claims raised by Shane Ficcalore against the City

In May, 2016, a mediation occurred between the City and Shane Ficcalore with respect to certain claims that have been raised by Mr. Ficcalore against the City. GIRMA, the City's risk management association, also participated in the mediation.

Since the conclusion of the mediation, the parties continued settlement discussions. In June, a tentative agreement was reached to fully resolve all claims. The proposed settlement agreement will be fully funded by GIRMA.

As per the Georgia Open Meetings law, this settlement must be ratified by the Council in open session. A copy of the proposed agreement is attached.

TPM/kg
Attachment

SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter, "the Agreement") is made and entered into by and between Shane Ficalore ("PLAINTIFF") and the City of Peachtree City, Georgia (the "CITY") (PLAINTIFF and the CITY are collectively referred to hereinafter as the "PARTIES").

W I T N E S S E T H:

WHEREAS, on or about August 11, 2015, PLAINTIFF instituted a civil action in the United States District Court for the Northern District of Georgia (Newnan Division), styled Shane Ficalore v. City of Peachtree City, Georgia, which was assigned Civil Action No. 3:15-cv-00125-TCB-RGV (hereinafter "the Civil Action"); and

WHEREAS, PLAINTIFF asserted claims in the Civil Action of retaliation allegedly in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq. ("Title VII"); disability discrimination and retaliation allegedly in violation of the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008 ("ADAAA"), 42 U.S.C. § 12101 et seq.; and retaliation allegedly in violation of the Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 2615 et seq., and sought damages for lost wages (including, but not limited to, back pay, front pay, fringe benefits, opportunities for advancement, and reduced pension payments), reinstatement, compensatory damages for alleged emotional distress, suffering, inconvenience, mental anguish, loss of enjoyment of life arising from physical sickness, special damages, liquidated damages, and attorney's fees, costs, and other relief; and

WHEREAS, the CITY has denied and continues to deny any liability to PLAINTIFF on the basis of any claim, asserted or unasserted, in the Civil Action; and

WHEREAS, the PARTIES desire to fully and finally resolve all disputes between them; and

WHEREAS, this Agreement shall not be deemed in any manner an admission, finding, or indication, for any purposes whatsoever, that the CITY, or any of its officials, officers, employees, and/or other agents acted contrary to the law or violated the rights of PLAINTIFF or any other person at any time.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the PARTIES hereto agree as follows:

CONSIDERATION

1.

In compromise and settlement of all of **PLAINTIFF'S** claims against **RELEASEES** (as defined in Paragraph 2), including the **CITY**, his waiver of rights, and other conditions as set forth herein, the **PARTIES** agree as follows:

(a) The **CITY** will cause to be paid to **PLAINTIFF** and to his attorneys, the law firm of Buckley Beal LLP, the gross sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**. This payment will be in the form of two checks, one payable to "Shane Ficalore" in the amount of one hundred and seventy six thousand and eight hundred ninety three dollars and thirty five cents (\$176,893.35); one check payable to Buckley Beal LLP in the amount of one hundred and twenty three thousand and one hundred and six dollars and sixty five cents (\$123,106.65). The **CITY** does not dispute **PLAINTIFF'S** claim that of the settlement amount, the lump sum of one hundred and seventy six thousand and eight hundred ninety three dollars and thirty five cents (\$176,893.35) is in payment for physical injury and physical sickness and emotional distress arising from physical sickness, and that of the settlement amount, a lump sum is payable to Buckley Beal LLP in the amount of one hundred and twenty three thousand and one hundred and six dollars and sixty five cents (\$123,106.65) for attorney's fees and expenses. These payments represent the total Settlement Amount and are inclusive of all fees, legal costs, and expenses. The **PARTIES** agree that the checks referenced above will be delivered within ten (10) business days following the occurrence of all of the following: (1) the **CITY'S** receipt of a fully executed copy of this Agreement; (2) the approval of the Agreement by the **CITY'S** Mayor and Council Members to occur at the next regularly scheduled and properly noticed City Council meeting at which approval can be discussed and voted upon in compliance with the Georgia Open Meetings Act; and (3) delivery to Douglas H. Duerr a written confirmation from Plaintiff's counsel, Buckley Beal, LLP that the written confirmation specified in Paragraph 2, below, has been received and fully satisfies Plaintiff that the contingencies specified in Paragraph 2 have been fulfilled. Upon payment of the Settlement Amount, the **PARTIES** shall immediately file the "Stipulation of Voluntary Dismissal with Prejudice" attached hereto as Exhibit A.

(b) **PLAINTIFF** accepts full and complete responsibility for any federal, state, and/or local taxes that may be required by law to be paid with respect to the Settlement Amount, except as provided below. **PLAINTIFF** further agrees to indemnify and hold the **CITY** harmless should the IRS, Georgia Department of Revenue, or other taxing or governmental authority conclude that any such taxes are due. The **PARTIES** agree that **PLAINTIFF** shall not be responsible for payment of, and shall not be required to indemnify the **CITY** for, any payroll tax or other charges for which the **CITY** would otherwise be responsible. **PLAINTIFF** acknowledges that no representation has been

made to him by the **CITY** regarding the tax status of the Settlement Amount and that he is not relying in any way upon the **CITY** in this regard.

WAIVER AND RELEASE OF ALL CLAIMS

2.

In exchange for the foregoing good and valuable consideration described in Paragraph 1 of this Agreement, the sufficiency of which is hereby acknowledged, **PLAINTIFF**, for himself, his attorneys, his spouse, assigns, heirs, executors, administrators, and any other agents or representatives, hereby fully, finally, and forever releases and discharges the **CITY** and all of its present or former attorneys, officers, elected and/or appointed officials and employees, both in their individual and official capacities, as well as the Georgia Interlocal Risk Management Agency and Gallagher Bassett Services (hereinafter collectively, "**RELEASEES**") from any and all claims, demands, actions, causes of action, suits, damages, losses, costs, expenses, and attorneys' fees of any kind and every character whatsoever, whether known or unknown, which he has or may have against them growing out of, arising from, or pertaining to any transaction, dealing, conduct, act, or omission by and between any **RELEASEE** and **PLAINTIFF**, or any other matters or things occurring or existing at any time prior to the execution of the Agreement, growing out of, arising from, or in any way connected with or related to his employment with the **CITY** or the termination of same, including, but not limited to, any claims which were alleged or could have been alleged in the Civil Action or any other civil or administrative proceeding from the beginning of time through the execution of this Agreement. Plaintiff's waiver and release of claims against the City is contingent upon (i) the City's reclassifying Plaintiff's separation as a voluntary resignation as of February 11, 2014, and (ii) the City's informing of Plaintiff's change-of-status to the Georgia Peace Officers Standards and Training Council pursuant to Ga. Comp. R. & Regs. R. 464-3-.06(b) as a voluntary resignation effective February 11, 2014. As such, Plaintiff's waiver and release of claims shall not be effective unless or until the City has satisfied each of the foregoing conditions precedent and has provided written confirmation to Plaintiff's counsel, Buckley Beal LLP, of same.

(a) **PLAINTIFF** represents and warrants that he is unaware of any other claim, demand, action, cause of action, or suit for damages, losses, costs, expenses, or attorneys' fees, which he has or may have against the **CITY** or any other **RELEASEE** at this time, whether or not related to his employment or the termination of same. **PLAINTIFF** understands and acknowledges that the **CITY** is relying upon this representation as a material term in entering into this Agreement.

(b) Without in any way limiting the foregoing, the claims waived and released

by **PLAINTIFF** include any possible or alleged claims under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981; 42 U.S.C. §§ 1983 and 1985; the Family and Medical Leave Act; the Americans with Disabilities Act of 1990, as amended; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Equal Pay Act; the Fair Credit Reporting Act; the Genetic Information Nondiscrimination Act of 2008; the Georgia Whistleblower Act, O.C.G.A. § 45-1-4; the U.S. Constitution, the Constitution of the State of Georgia, the City Charter, the City Code, and any ordinances or resolutions of the City, and all amendments to the foregoing, and any and all possible claims under federal laws and/or the laws of the State of Georgia or any other State; any and all possible claims under common law; and any and all claims for back pay, liquidated damages, fringe benefits, interest, front pay, compensatory and/or punitive damages, damages for physical injury or physical sickness and emotional distress arising from physical injury or physical sickness, costs, and attorney's fees.

(c) **PLAINTIFF** expressly acknowledges that the release set forth in this Paragraph 2 is intended to include in its effect, without limitation, all claims existing or occurring up to and including the date of execution of this Agreement by **PLAINTIFF**, including any claims which **PLAINTIFF** does not know or suspect to exist in his favor as of that date, and that this Agreement contemplates the extinguishment of any such claim or claims.

(d) **PLAINTIFF** hereby certifies that he has the intention of releasing all claims herein in exchange for the consideration described in Paragraph 1. In addition, **PLAINTIFF** acknowledges, understands, and agrees that the consideration described in Paragraph 1 includes consideration over and above anything of value as to which he is already entitled.

(e) **PLAINTIFF** hereby acknowledges, understands, and agrees that the release set forth in Paragraph 2 of this Agreement is absolute, except that it does not apply to: (i) any claim relating to any alleged breach of this Agreement; (ii) **PLAINTIFF'S** entitlements, if any, to future benefits pursuant to any applicable retirement plan, COBRA, workers' compensation, or unemployment compensation insurance; (iii) the validity of this Agreement under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefits Protection Act; or (iv) any other claim which cannot be released by private agreement.

APPROVAL BY CITY COUNCIL

3.

The **PARTIES** understand and acknowledge that, as a condition precedent to the enforceability of this Agreement, the **CITY'S** Mayor and Council Members must approve this Agreement in accordance with the applicable provisions of the Georgia

Open Meetings Act, O.C.G.A. § 50-14-1 et seq. In the event the Agreement is not approved by the Mayor and City Council Members, the Agreement shall be deemed null and void and the rights and obligations of the **PARTIES** shall be the same as they existed prior to the date of the mediation in this matter.

DISMISSAL OF ACTION

4.

Upon payment of the foregoing consideration, **PLAINTIFF** authorizes the filing of the attached Joint Stipulation of Dismissal, with prejudice, of his Civil Action (pursuant to the attached Exhibit A) and will not attempt (or authorize an attempt) to re-initiate the claims set forth in the Civil Action, any claims which could have been set forth therein, any claims which could have arisen therefrom, or any other claims released pursuant to this Agreement.

SOLE ATTORNEYS

5.

PLAINTIFF represents and warrants that the law firm of Buckley Beal LLP are the sole attorneys for him with respect to the Civil Action, and all claims set forth therein; that no other attorney or law firm has any claim against the **CITY** and/or **RELEASEES** for legal fees, costs, and/or expenses relating to the Civil Action and any claims set forth therein; and that the Settlement Amount is intended to include all legal fees, costs, and/or expenses for which the **CITY** and/or **RELEASEES** could be liable in connection with the Civil Action and any claims set forth therein.

REMEDIES FOR BREACH

6.

In the event of a breach of any of the terms of the Agreement, the **PARTIES** shall be entitled to all remedies or damages at law, and any appropriate injunctive relief, including specific performance.

INELIGIBILITY TO SEEK REEMPLOYMENT

7.

PLAINTIFF agrees to refrain from ever seeking employment in any capacity with the **CITY**. **PLAINTIFF** waives any right to such employment and understands and acknowledges that he does not now and will not ever in the future have any right to such

employment.

ENTIRE RELEASE

8.

PLAINTIFF affirms that the only consideration for his decision to execute are the terms stated herein and that there are no other promises or arrangements of any kind which have caused him to execute the Agreement; that he fully understands the meaning and intent of the Agreement, including, but not limited to, its final and binding effect; that he has had no less than 21 days in which to consider the Agreement; and that he has consulted legal counsel before executing the Agreement.

AMENDMENTS

9.

Any amendment, modification, or change to this Agreement must be made in writing and signed by all **PARTIES**.

CONSTRUCTION

10.

No provision of this Agreement is inferred or shall be interpreted or applied so as to preclude any party to this Agreement from complying with any federal, state, or local law, rule, or regulation.

SEVERABILITY

11.

Each provision of this Agreement shall be considered separable, distinct and severable from the other and remaining provisions, and any breach, invalidity or unenforceability of any provision shall not impair the operation, validity or enforceability of those provisions that are valid and, to the extent allowed by law, such invalid or otherwise unenforceable provision may be modified by a court of competent jurisdiction so as to render it enforceable. Notwithstanding the foregoing sentence, if Paragraphs 2, 3, or 4 are found to be invalid by a court of competent jurisdiction, the entire Agreement is invalid.

MISCELLANEOUS

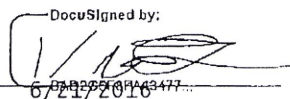
12.

The **PARTIES** intend that this Agreement shall be interpreted, construed, and enforced according to the laws of the State of Georgia. The Agreement shall be construed as if drafted by both **PARTIES**. The **PARTIES** further agree that this Agreement may be executed in separate counterparts and that each counterpart shall be deemed an original with the same effect as if all **PARTIES** had signed the original document.

The **PARTIES** further warrant and represent as follows: **I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS AGREEMENT INCLUDING PLAINTIFF'S WAIVER OF CLAIMS AGAINST DEFENDANTS AND RELEASEES. I HAVE ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AS AN ACT OF MY OWN FREE WILL AND HAVE NOT RELIED UPON ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR ORAL. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND, IF NECESSARY, WITH OTHER PERSONAL ADVISORS OF MY CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT AND WAIVING ANY AND ALL CLAIMS, AND I HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO DO SO.**

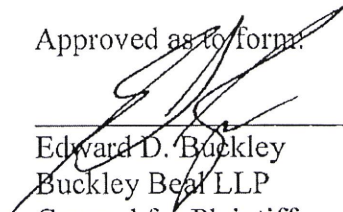
IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and General Release this ____ day of June, 2016.

Shane Ficalore

DocuSigned by:

6/21/2016

Date: _____

Approved as to form:



Edward D. Buckley
Buckley Beal LLP
Counsel for Plaintiff

The City of Peachtree City, Georgia

By: _____

Title: _____

Date: _____

Approved as to form:

Douglas H. Duerr
Elarbee, Thompson, Sapp & Wilson, LLP
Counsel for the City of Peachtree City, GA

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

SHANE FICALORE,	)	
	)	
Plaintiff,	)	CIVIL ACTION
	)	FILE NO. 3:15-CV-00125-TCB-RGV
	)	
	)	
CITY OF PEACHTREE CITY,	)	
GEORGIA,	)	
	)	
Defendant.	)	

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW Plaintiff Shane Ficalore and Defendant City of Peachtree City, Georgia (collectively, the “Parties”), by and through their undersigned counsel, and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A), hereby jointly stipulate and agree to the DISMISSAL WITH PREJUDICE of this action, with the Parties to each bear their own costs.

Respectfully submitted this the ____ day of June, 2016.

Attorneys for Plaintiff

s/ Rachel Berlin
Edward D. Buckley
Georgia Bar No. 092750
Brian J. Sutherland
Georgia Bar No. 105408
Rachel Berlin
Georgia Bar No. 707419
BUCKLEY BEAL, LLP
Promenade, Suite 900

Attorneys for Defendant

s/ John D. Bennett
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s/Theodore P. Meeker, III

Theodore P. Meeker, III
Georgia Bar No. 500807

SUMNER MEEKER, LLC
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Newnan, Georgia 30263
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Facsimile: (770) 251-1770
tmeeker@numail.org

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

SHANE FICALORE,

Plaintiff,

CITY OF PEACHTREE CITY,
GEORGIA,

Defendant.

CIVIL ACTION

FILE NO. 3:15-CV-00125-TCB-RGV

CERTIFICATE OF SERVICE

I hereby further certify that on this date, I electronically filed this **JOINT STIPULATION OF DISMISSAL WITH PREJUDICE** with the Clerk of the Court using the CM/ECF system, which will automatically send email notification of such filing to the following counsel of record for Plaintiffs:

Edward D. Buckley
Rachel Berlin
Brian Sutherland

Respectfully submitted, this the ____ day of June, 2016.

By: s/ John D. Bennett
John D. Bennett
Georgia Bar No. 059212

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: July 15, 2016

SUBJECT: Council Action Update – Alcohol License – PTC Package Store, 1001 Peachtree Parkway N
July 21, 2016, City Council Meeting

The June 2, 2016, City Council Agenda included an Alcohol License for the PTC Package Store at 1001 Peachtree Parkway North (Kedron Village Center). Council continued the item to the July 7 meeting at the request of the applicant, who was finalizing some details of the lease.

Subsequently, Council cancelled the July 7 meeting, and the item was moved to July 21. At the same time, the applicant withdrew the application following unsuccessful lease negotiations. This memo serves to finalize the removal of the item from the agenda. No action is required from Council.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: July 15, 2016

SUBJECT: Ordinance Amendments Preview
July 21, 2016, City Council Meeting

Ordinance Amendment – Emergency Tree Removal in Land Development Ordinance, Zoning Ordinance

Recent storm damage has revealed some inconsistencies in Peachtree City's Zoning and Land Development Ordinances that staff is working to clarify. As you know, Peachtree City has several types of designations for land in which trees are preserved, including buffers, greenbelts, and most recently added, transition yards between on commercial, office, or industrial properties abutting residential development.

While we do not allow the public to remove trees in City-owned greenbelt, City employees and contractors do, on occasion, remove trees that are infested or infected with something that could spread to surrounding trees. Similarly, we remove storm-damaged trees that overhang paths and private property and could pose a threat to human life or damage fences and homes.

The majority of the protected areas have a clause in the Land Development Ordinance that allows staff to address hazardous, and some of that language is being clarified to ensure no misinterpretation on the part of readers. Transition yards were never included in this clause.

We have encountered a situation where a transition yard under development directly abuts residential property, and damaged trees pose a threat to the adjoining properties. These changes will provide staff with the necessary latitude to work with developers to address trees that pose serious threats and clarify some existing inconsistencies in the Transition Yard ordinance.

Because the Transition Yard Ordinance is part of the Zoning Ordinance, it will be forwarded to the Planning Commission for the necessary public hearings prior to returning it to Council for adoption; however, staff wanted to alert Council to the needed revisions when they were discovered.

ORDINANCE PREVIEW

REMOVAL OF DAMAGED TREES (ZONING & LAND DEVELOPMENT ORDINANCES)

ZONING ORDINANCE

Sec. 916. - Transition yard standards between dissimilar zoning districts.

The preservation and promotion of nature is a desirable and important means of protecting the public health, safety and welfare and that a healthy environment indicates a healthy community, which is consistent with the city's comprehensive plan. The use of setback and buffers is a method of preserving and enhancing nature, while providing citizens an assurance of protection from negative intrusions such as visual and noise impacts from uses on adjoining developments. More specifically, this section is intended to provide requirements that will ensure greater compatibility between different characters of land uses by requiring a transition yard between the uses in order to minimize the harmful impact of noise, dust and other debris, motor vehicles headlight glare or other artificial light intrusion and other objectionable activities or impacts conducted on or created by an adjoining or nearby use. This section will provide consideration of those physical and visual elements of a development or use and to require treatment of the land with landscaping using plant materials and/or manmade features. Such plant materials and/or manmade features are to be arranged to enhance the appearance, to screen or effectively separate different types of uses, and to eliminate or minimize impacts on adjoining uses.

For the purposes of this ordinance, transition yards shall be established as follows:

(916.1) *Establishment of transition yard.* Within each zoning district, minimum building and parking setbacks have been established to separate development from the property line. These setbacks are not meant to be "build to" lines but to simply define the area in which structures and other development may occur. The city recognizes the importance of separating property zoned GC, LUC, OI, LI or GI from residentially-zoned property. In those areas, the setback requirements shall be increased, such that a natural undisturbed buffer shall be provided between dissimilar zoning districts. This buffer shall be referred to as a transition yard on the conceptual and final site plan submittal. Absolutely no unapproved clearing and/or grading, except for perpendicular utility crossings, shall be permitted within the transition yard. Stormwater detention and/or water quality features shall not be located within the transition yard

LAND DEVELOPMENT ORDINANCE

Sec. 1103. - Treatment and removal of infected, ~~and infested~~, and damaged trees.

Notwithstanding any other provision within this Code of Ordinances:

- (a) Public property. If any tree on public property is infested with insects, ~~or~~ infected with a disease detrimental to surrounding vegetation, or damaged to the extent that it presents a threat to human life or property, the city may remove the tree and otherwise control such infection and infestation. If the City declines to remove a tree and a private citizen disputes the decision, the citizen may present the findings of a certified arborist to request removal of the infested, infected, or damaged tree they believe threatens human life or property.
- (b) Private property. It shall be the responsibility of any person having trees on his property to treat and/or remove any infected or infested tree or remove any ~~damaged tree that presents a threat to human life or property.~~

Sec. 1133. - Removal of trees and vegetation within designated buffers and greenbelts, prohibited.

Clearing, thinning and/or removal of any trees or vegetation within designated natural buffers, undisturbed buffers, tree save and landscape buffers, transition yards, or any protected area on residential lots is strictly prohibited without first obtaining approval from the city landscape architect planning and development director or his designee.

Clearing, thinning and/or removal of any vegetation by members of the public within city-owned greenbelts is strictly prohibited. Each removed tree shall be considered a separate offense and will be subject to a citation and/or fine as determined by the judge of the municipal court. In addition to the citation and/or fine, the person responsible for clearing, thinning or removal of vegetation within a city-owned greenbelt shall be required to replace the total caliper inches of vegetation removed to assist in re-naturalizing the disturbed areas adjacent to their property. A detailed plant list of all material to be planted must be submitted to the city planning and development director or his designee landscape architect for approval prior to installation, and all plant material must be guaranteed for a period of no less than two years from the date of final acceptance by the city.